2016-2019 FINAL

COLLECTIVE AGREEMENT

Between the

CANADIAN AUTOMATIC SPRINKLER ASSOCIATION

And

ON BEHALF OF THE NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

And

LOCAL UNIONS 56, 179, 254, 488, 496, 740, 170, 325 and 853

of the

UNITED ASSOCIATION

of **Journeypersons** and Apprentices of the
Plumbing and Pipe Fitting Industry of the
United States and Canada

MAY 1, 2016 TO APRIL 30, 2019

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COLLECTIVE AGREEMENT

This Agreement made this **1st day of May, 2016** by and between the Canadian Automatic Sprinkler Association for and on behalf of its members (hereinafter referred to as the Employer) and the United Association of **Journeypersons** and Apprentices of the Plumbing and Pipe Fitting Industry of the United states and Canada for and on behalf of Local Unions 56, 179, 254, 488, 496, 740, 325, 170 and 853 (hereinafter referred to as the Union).

ARTICLE 1
RECOGNITION

1.01 The Canadian Automatic Sprinkler Association for and on behalf of its contractor members and all other employing contractors becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all **journeyperson** sprinkler fitters and their apprentices in the employ of Employers and engaged in any and all work covered by this contract with respect to wages, hours, and other terms and conditions of the Agreement. The Union also recognizes the Canadian Automatic Sprinkler Association as the sole collective bargaining agency for its employing contractor members who contract for work which comes within the jurisdiction of the Union.

1.02 The parties to this agreement mutually agree to make best efforts in ensuring that the solicitation of sprinkler fitters, either between contractors or from sprinkler fitter industry to other U.A. trade sectors, shall be discouraged whenever possible.

ARTICLE II
JURISDICTION OF WORK

2.01 The assignment of work of the sprinkler fitter and apprentice shall consist of the installation, maintenance, repair, servicing, inspection, backflow installation, and caulking of sleeves of fire suppression systems, including but not limited to sprinkler, halon, foam, clean agent, CO_2 and dry chemical systems, including the unloading, handling, and installation by hand or with power equipment, of all piping or tubing, appurtenances or equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler supply mains, sprinkler tank heaters, air lines associated with thermal sensing systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, and other fixed systems used for fire protection purposes.

This assignment of work shall also include the erection and dismantling of steel scaffolding, the operation and use of power operated scaffolding, the handling and use of swing stages, and all scaffolding a sprinkler fitter or **their** apprentice may use in the performance of their job.

2.02 A sprinkler system for fire protection purposes is an integrated system of underground and overhead piping designed in accordance with fire protection engineering standards. The system includes a suitable water supply such as gravity tank, fire pump, reservoir or pressure tank and/or connection by underground piping to a city main. The portion of the sprinkler system above ground is a network of specially sized or hydraulically designed piping installed in a building, structure or area generally overhead, and to which sprinklers are connected in a systematic pattern.

The system includes a controlling valve and a device for actuating an alarm when the system is in operation. The system is usually activated by heat from a fire and discharges water over the fire area. Acceptable definitions of other fixed systems used for fire protection purposed will be as written in the applicable National Fire Protection Association standard.

2.03 Notwithstanding any reference in the agreements between various local unions of the United Association of **Journeyperson** and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, and the Plumbing and Mechanical contractors associations representing these contractors, to the inclusion in the scope of work covered by this Agreement between the Employer and other signatories to this Agreement, such fire protection work will be carried out solely by sprinkler fitters and apprentice members of the Union.

2.04 The Union shall accept all materials as delivered by or for the Employer and the handling of such materials shall be performed by members of the Union, providing that all bench work and pipe fabrication is performed by members of the United Association.

2.05 All the assembling, fabrication and installation of welded pipe formations will be performed either on job site, or in a shop by members of the Union receiving the rates of pay applicable in each area. The Employer may place the fabrication of the above mentioned welded materials in a pipe fabrication shop paying the Building Trades wage rates established in the area where the shop is located and bearing the United Association Union Label.

2.06 Sewer and Water Lines and Instrumentation

(A) The parties hereto recognize the agreements, decisions and assignments contained in the Green Book as presently written August 5, 1982 containing the plan for the settlement of jurisdictional disputes including the "Decisions Rendered by National Referee William L. Hutcheson" shown on pages 137 to 144 inclusive which states the January 23, 1941 Agreement signed by the Presidents of both the Labourers and the United Association does not apply to the laying of sewer pipe from the main sewer into the dwelling and it further states such work shall be done by members of the United Association.

(B) The parties further recognize the January 23, 1941 Agreement only refers to work on subways, tunnels, highways, viaducts, streets and roadways in connection with sewer and water mains and makes no mention of underground piping on work sites or industrial projects.

(C) On-site underground storm and sanitary sewers, the unloading, handling, distribution and installation of same shall be assigned in accordance with the Hutcheson Decision mentioned in "A" above covering storm and sanitary sewers also only area practice shall form the criteria to be used in making assignments on water service lines from the building to the main in addition to mill water supply lines and fire lines from the source to an industrial plant building.

(D) All controls and instrumentation forming part of a fire protection system shall be assigned in accordance with the Ward-Pillard Agreement signed on April 7, 1976.

(E) Unless the above criteria is effectuated by any assignment Tribunal Items A, B, C and D shall not be subject to any Local, provincial, national or international jurisdictional settlement procedure(s) which presently exists or that may be established in the future.

(F) The second year apprentice rate of wages shall apply at the option of the Employer, to apprentices or helpers performing work on sewers and water lines under the supervision of a U.A. **journeyperson.** The number of **journeypersons** and the size of the crew shall be the option of the employer. In order to implement this section, unemployed members will be employed at the second year rate and if not available Item 5.02 of Article V - Hiring Procedures shall apply, and the limitation on the hiring of new apprentices under Item 5.04 shall not apply.

(G) All stands, brackets, supports and all piping, fittings and equipment, including tanks, pumps, compressors, etc., used in or for all types of fire protection systems, shall be unloaded, handled, distributed and installed by U.A. members in accordance with the past practice of the signatory company and shall not be subject to any local, provincial or international procedures for the settlement of jurisdictional disputes unless otherwise mutually agreed upon by the parties to this Agreement.

2.07 Tagging. When required the tagging and labelling of piping, valves, panel boards, controls and piping equipment for identification purposes shall be performed by U.A. **journeyperson** or apprentices.

2.08 Non-Destructive Testing. For on-site work where the Employer is responsible for non-destructive testing and performs such work, this work shall be performed in accordance with an agreement acceptable to the Union.

2.09 Any jurisdictional dispute arising from the implementation of Article 2 may be submitted to the appropriate provincial tribunal in accordance with provincial law.

ARTICLE III
TERRITORIAL JURISDICTION

3.01 This Agreement applies to Canada, excluding the Province of Quebec, coming under the jurisdiction of Local Union 144 where government legislation prevails.

3.02 The following outlines the territorial jurisdiction of Local Unions under the terms of this Agreement.

Local Union 56:	The Province of Nova Scotia
Local Union 740:	The Province of Newfoundland and Labrador
Local Union 325:	The Province of New Brunswick and Prince Edward Island
Local Union 853:	The Province of Ontario. The Province of Ontario shall be divided into four zones: Zone 1 - Ontario East. The eastern portion of the Province of Ontario, east of line A drawn between Pembroke and Kingston and including those cities. Zone 2 - Ontario Central. The Province of Ontario west of said line A, and including all the Province of Ontario up to line B drawn due north form the junction of Cumberland and Arther Streets in the city of Thunder Bay, but excluding the city of Thunder Bay. Zone 3 - Ontario West. The Province of Ontario west of said line B, and including the city of **T**hunder Bay. Zone 4 - Metro Toronto. The City of Toronto in the Province of Ontario, within the thirty-five (35) mile radius of Toronto City Hall, with the western boundary being Highway #25 from the point of intersect of the radius line and Highway #25 to Lake Ontario. The eastern boundary is the point of intersect of radius line and the northern shoreline of Lake Ontario. Southern boundary to be northern shoreline of Lake Ontario.
Local Union 254:	The Province of Manitoba
Local Union 179:	The Province of Saskatchewan
Local Union 488:	The northern part of the Province of Alberta i.e. that potion of the Province of Alberta north of parallel of latitude 52.15 running east and west through the centre of the city of Red Deer, and North West Territories.
Local Union 496:	The southern part of the Province of Alberta i.e. that portion of the Province of Alberta south of parallel of latitude 52.15 running east and west through the centre of the city of Red Deer.
Local Union 170	The Province of British Columbia.

ARTICLE IV
UNION SECURITY

4.01 The Employer will employ as Employees, members of the Union in the performance of all inspections, servicing, fabrication and installation work within the scope of this Agreement and will continue in its employ only employees who are members in good standing with the Union.

4.02 Members of the Union will not be permitted to work for any contractor unless **they** receive equal conditions, wages and benefits as provided for in this Agreement.

4.03 If the Union is requested to dispatch sprinkler fitters to a contractor to whom there has been no referral under this current agreement, the Union will promptly notify **CASA**, and further will ensure that the contractor becomes immediately signatory thereto, either by signing the agreement or a letter of understanding.

ARTICLE V
HIRING PROCEDURES

5.01 The Employer agrees to engage employees through the services of the Union office having jurisdiction and will not engage any person until a dispatch slip from the Union Office is presented or clearance is obtained from the union Office. The work dispatch slip shall contain the following information:

a) Current classification
b) First Aid certification & date
c) WHMIS Certification & date
d) CPR certification & date
e) Proof of completion of following safety courses:
    Orientation L1 training
    Propane
    Confined space awareness
    Fall arrest
    Lift (JLG Generic module)

The Employer shall have the right to name hire any unemployed member in good standing of the Local Union having jurisdiction, and will be provided with a dispatch slip by the Union. The Employer shall have the right to determine the competency and qualifications of such employees.

5.02 If, upon request, the Union is unable to supply the required number of employees, the Employer may secure them from other sources, provided however, that such **work person** procured from other available sources shall be required by the Employer to join the Union within 15 days, if qualified and hired in accordance with Section 5.01. Employees must meet the educational qualifications of the respective local Joint Training and Apprenticeship Committee.

5.03 The Employer shall not discriminate against any employee by reason of **their** age, membership in the Union or their participation in its lawful activities, but may discharge any employee for just and sufficient cause.

5.04 At the discretion of the Local Joint Training and Apprenticeship Committee, where apprentices are unemployed, the employer shall not be allowed to hire new apprentices.

5.05 When a company lays off employees, said company shall lay off its employees on the following basis:

- potential members
- travel card members
- local union members

For the purpose of lay off, probationary apprentices shall be deemed to be potential members.

5.06 The parties to this collective agreement agree that when an apprentice attends trades school it is not a break in employment with his employer. The apprentice shall make arrangements with **their** employer 2 weeks before completion of trades' school as to where **they are** to report for work. If there is no work the apprentice will report to the hall.

ARTICLE VI
UNION DUES CHECK-OFF

6.01 The Employer shall, as a condition of employment, deduct union dues from the pay of all employees covered by this Agreement. The Employer also agrees on presentation of an authorization from the employee, to deduct Initiation Fees.

6.02 All such dues shall be deducted from the employee's first pay of each month and shall be remitted to the Secretary/Treasurer of the Local Union having jurisdiction, by the 15th of the month following, with a list of names and Social Insurance Numbers of employees for whom dues have been deducted, together with a cheque covering the amount so deducted. Contractors whom have no hours to report under this collective agreement are required to file a "Nil Report" declaring no hours to report.

6.03 Employers who fail to remit dues or contributions to trust funds, within time limits set forth in the Agreement will have their employees removed from the jobsite fourteen (14) days after the due date. This clause will not be deemed a violation of the Agreement.

6.04 In zones listed hereunder where the Local Union has a fund or funds set up, the Employer further agrees to pay same on an hours earned basis for all employees covered by this Agreement, with such hours accumulating for a one-month period and being submitted to the appropriate Local Union before the 15th of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed. The employer will remit one lump sum as well as a statement of hours earned. The Local Union will allocate the funds as deemed necessary.

Local Union	**May 1, 2016**	**May 1, 2017**	**May 1, 2018**
Nova Scotia – Local 56	**1.05**	**1.05**	**1.05**
British Columbia – Local 170	**1.21**	**1.21**	**1.21**
Saskatchewan – Local 179	**.60**	**.65**	**.70**
Manitoba – Local 254	***Please refer to Manitoba Wage Schedules**	***Please refer to Manitoba Wage Schedules**	**Please refer to Manitoba Wage Schedules**

New Brunswick – Local 325	**.25**	**.25**	**.25**
Alberta (Edmonton) – Local 488	**2.19**	**2.19**	**2.19**
Alberta (Calgary) – Local 496	**1.33**	**1.33**	**1.33**
Newfoundland – Local 740	**1.05**	**1.05**	**1.05**
Ontario – Local 853	**2.43**	**2.53**	**2.53**

6.05 Should a Local Union decide to reallocate monies from wages to other funds, after the signing of the Agreement and prior to the expiry of the Agreement, such reallocation of monies shall be allowed twice annually, only on May 1st and November 1st. Such notice of reallocation of money would have to be forwarded to the CASA office no later than ninety (90) days prior to the above dates and must be accompanied by revised Wage Schedules.

6.06 Each wage schedule for the respective Locals is attached as an appendix I to this Agreement and shall have a standardized format consistent for all Provinces.

ARTICLE VII
NATIONAL SPRINKLER INDUSTRY JOINT TRAINING AND APPRENTICESHIP COMMITTEE

7.01 All probationary apprentices, upon securing employment within the industry, shall be issued a referral/dispatch slip by the Union for a probationary period of three (3) months. This probationary period will be registered by the local union and recognized nationally by all parties of the collective agreement.

7.02 In order to ensure the Sprinkler Fitting Industry of an adequate supply of qualified **journeyperson** and apprentices, the Employer and the Union agree to maintain a National Joint Training and Apprenticeship Committee of Canada.

7.03 The National Joint Training and Apprenticeship Committee shall be composed of three (3) members designated by the Union, and three (3) members designated by the Canadian Automatic Sprinkler Association.

7.04 The National Joint Training and Apprenticeship Committee shall establish Apprenticeship Training Standards which will become part of this Agreement.

7.05 The National Joint Training and Apprenticeship Committee shall adhere to the Agreement and a Declaration of Trust as established for the Sprinkler Industry Training Fund, and as amended from time to time.

7.06 The selection of Apprentices prior to employment shall be the full responsibility of the Local Union or the employer subject to clause 5.01 of Article V.

7.07 It shall be the responsibility of the National Joint Training and Apprenticeship Committee to establish the necessary courses for the advancement and up-grading of **journeyperson** in the industry.

7.08 All apprentices as a condition of employment agree to accept the course of training, either by school or correspondence, provided by the National Joint Training and Apprenticeship Committee.

7.09 All apprentices shall be governed by rules and regulations established by the National Joint Training and Apprenticeship Committee.

7.10 There shall be a minimum of one (1) **Journeyperson** for every one (1) apprentice employed on any one job providing this does not supersede Provincial Legislation, of which will apply in such a case. The above ratio shall also apply to the total work force of the shop they are dispatched from.

Should the demand for worker's exceed the ability of the Local Union to supply, the above ratio's will not restrict the employer from hiring under item 5.02 of Article V – Hiring Procedures, provided the same said ratios are adhered to upon layoff.

7.11 In cases where unemployment is beyond the control of apprentices, no bar or restriction shall be imposed upon such apprentices from continuing in the course of study established by the National Joint Training and Apprenticeship Committee.

7.12 Safety Courses to include the following: Shall be paid by the National Sprinkler Industry Joint Training and Apprenticeship Fund. (Article XVI)

1) First Aid
2) Orientation (Level 1 training)
3) Propane
4) Confined Space Awareness
5) WHMIS
6) Fall Arrest
7) Lifts (JLG Generic module)

It is agreed that a joint implementation committee be formed and this committee shall meet within 60 days of ratification of this agreement. This committee shall be comprised of two (2) members appointed by CASA and two (2) appointed by the United Association Director of Canadian Affairs.

ARTICLE VIII
HOURS OF WORK

8.01 Thirty-six (36) hours shall constitute the standard work week. Eight (8) hours shall constitute the standard day's work, with such eight hours being worked between 7:00 a.m. and 6:00 p.m. from Monday to Thursday inclusive, with four (4) hours constituting a day's work on Fridays with such four hours being worked between 7:00 a.m. and 12:00 noon.
With the mutual agreement of the contractor and the Local Union, a work week of alternately four - eight hour days, and five - eight hour days may be worked. By mutual agreement between the contractor and the local union four - nine hour days from Monday to Friday, or four - ten hour days, Monday to Friday may be worked. Calgary to be forty (40) hour work week.

8.02 In provinces where a reduced work week (less than 40 hours per week) has not been implemented by related building and construction trades, the Employer and the Business Manager of the Local Union having jurisdiction may mutually agree to adopt a reduced work week in keeping with the hours worked by related trades but not less than 36 hours per week, or a 40 hour work week may be retained as follows:

Forty (40) hours shall constitute the standard work week. Eight (8) hours shall constitute a day's work with such eight hours being worked between 7:00 a.m. and 6:00 p.m. from Monday to Friday inclusive.

8.03 In all provinces where employees are employed on job sites where the Employer is bound by the terms of Article XIV - Transportation and Living Expenses or the employee is on service work, the standard work week shall be forty (40) hours as outlined in Article 8.02 above. This shall also apply to underground piping.

ARTICLE IX
OVERTIME AND SHIFT WORK

9.01 All work executed in excess of eight (8) hours per day from Monday to Thursday inclusive, and in excess of four (4) hours on Fridays, as outlined in Article 8.01 above, shall be considered overtime.

Except whereby mutual agreement between the contractor and the local union, as outlined in Article 8.01 above, work in excess of four -nine hour days between Monday and Friday or four ten hour days between Monday and Friday has been mutually agreed to, shall be considered overtime and paid for at the overtime rate.

9.02 All work executed in excess of eight (8) hours per day from Monday to Friday inclusive as outlined in Article 8.02 and pertains to Article 8.03 above, shall be considered overtime and paid for at the rate of time and a half for the first two consecutive hours of overtime per work day (9th and 10th hours), and at the rate of double time, for all hours worked thereafter on same workday (i.e. 11th hour onwards).

Emergency Call–In: Employee shall be paid at the applicable OT rate for all travel and work performed.

9.02A If a work week other than thirty-six (36) hours per week or forty (40) hours per week is mutually agreed to be adopted as the Standard Work Week in accordance with Article 8.02 above, double time shall be paid for all hours worked Monday to Friday inclusive, in excess of the mutually agreed daily hours of work.

9.03 All work performed on Saturday, Sunday and the following recognized holidays shall be paid for at the rate of double time plus any applicable shift premium.

New Year's Day **(N)**	Labour Day **(N)**	Good Friday **(N)**
Thanksgiving Day **(N)**	Victoria Day **(N)**	Remembrance Day **(N)**
Civic Holiday **(N)**	Christmas Day **(N)**	**Canada Day**
Boxing Day **(N)**	Family Day **(ONT)**	Heritage Day

Easter Monday (B.C Only) B.C. Day
Friday before Labour Day (B.C. Only) Friday before B.C Day (B.C. Only)

Should any of the above holidays fall on a Saturday or Sunday, the following Monday will be observed. No work shall be performed on Labour Day, except for the preservation of life or imminent danger of property. Should Christmas Day fall on a Saturday or Sunday, the following Monday and Tuesday will be observed.

If a holiday is proclaimed by law, Federal or Provincial, on any day during the calendar year it shall be deemed to be recognized as a holiday and added to the list of holidays named in this Collective Agreement and subject to the terms and conditions to this Agreement.

If Remembrance Day is not designated by provincial law that it is compulsory to celebrate same on a given day, the Employer and the Business Manager of the Local Union having jurisdiction may mutually agree to designate an alternate day.

When working a compressed work week and a holiday falls within that calendar week, the work week shall be reduced by one shift with the employee having the discretion to work the additional shift on the normal day off.

9.04 Established shift work may be performed at the option of the Employer, but when performed it must continue for a period on not less than three (3) consecutive work shifts in accordance with Article VIII - Hours of Work, excluding Saturdays, Sundays, or holidays as per Article 9.03 above. When an employee returns to the day shift they must receive an eight hour break with no loss of pay, as per Article 9.05.

9.05 The day shift shall work a regular eight (8) hours shift from Monday to Thursday and four (4) hours shift on Friday as outlined in Article 8.01 subject to Article 9.03 above. If other shifts are worked, such shifts shall be eight (8) hours from Monday to Thursday and four (4) hours on Friday, for which each employee shall receive pay for the hours worked plus fifteen (15) percent. Work in excess of eight (8) hours from Monday to Thursday and four (4) hours on Friday on other shifts shall be paid at overtime rates plus the shift premium rate in accordance with this Article.

If after the regular hours of work in any shift overtime is required, it shall be paid at double the straight time rate until the starting time of the next regular shift. If the employee continues to work before an eight-hour break occurs, he will be paid double time rates until such time as an eight-hour break occurs. If it should be necessary for an employee to report later than the normal shift starting time in order for him to get an eight-hour break, he shall be paid his regular straight time rate for that lost time from his normal shift.

9.06 The day shift shall work a regular eight (8) hours as outlined in Article 8.02 and pertains to Article 8.03, subject to Article 9.03 above. If other shifts are worked, such shifts shall be eight (8) hours for which each employee shall receive pay for the hours worked plus fifteen (15) percent. Work in excess of eight (8) hours on other shifts shall be paid at overtime rates plus the shift premium rate, in accordance with this Article.

9.06A A premium of fifteen percent (15%) shall be paid for all work performed on shifts other than the day shift in provinces which have adopted a Standard Work Week other than thirty-six (36) hours or forty (40) hours per week in accordance with Article 9.02A and Article 8.02 above.

9.06B Work executed in excess of the mutually agreed to daily hours of work (as applies at Article 9.02A and 8.02) on shifts other than the day shift shall be paid for at the overtime rates plus the fifteen percent (15%) shift premium.

9.07 Where the Local Union and CASA identify said project as a retrofit project, the fifteen percent (15%) shift premium shall be eliminated and up to a forty (40) hour work week (five eight (8) hour shifts or four ten (10) hour shifts) can be performed not to include the day shift. For the purposes of this Collective Agreement retrofit shall mean the installation of fire protection system(s) in an existing building where none existed previously.

9.08 In B.C. and Alberta, overtime will be time and a half on Saturdays for construction work (not applicable to service work).

ARTICLE X
WAGES

10.01 **On the anniversary date ….of the collective agreement, wage changes shall be implemented on the start of the closest pay period (Sunday) to May 1st of each year.**

The total package to be paid to all **journeypersons** when working in the established free zone limits or in cities where their homes are established shall be as follows:

Province	May 1/16	May 1/17	May 1/18
Newfoundland	**54.75**	**56.00**	**57.25**
Nova Scotia	**51.00**	**52.00**	**53.00**
New Brunswick & P.E.I.	**50.99**	**51.99**	**52.99**
Ontario East	**59.02**	**60.27**	**61.52**
Ontario Central	**59.76**	**61.03**	**62.52**
Ontario West	**58.54**	**59.78**	**61.02**
Ontario Toronto	**61.29**	**62.59**	**63.89**
Manitoba	**54.03**	**55.33**	**56.63**

Saskatchewan	**55.90**	**57.10**	**58.30**
Alberta & NWT Local 488	**61.41**	**61.41**	**61.41**
Alberta Local 496	**61.42**	**61.42**	**61.42**
British Columbia	**52.12**	**52.12**	**53.12**

In the Provinces of Nova Scotia, New Brunswick and Prince Edward Island the above scheduled rates will be subject to the provisions of Appendix "A" of this Agreement.

10.02 The selection and appointment of foremen is the sole responsibility of the Employer and the Union shall not interfere in any way in the selection of **foreman or forewomen**. The **foreman or forewoman** shall be **journeyperson** members of the United Association. Where there are five (5) **people** employed on a specific project, one **journeyperson** shall be designated as a **foreman or forewoman.** The wage rate for **foreman or forewoman** shall be fourteen (14) percent over the applicable **journeyperson's** hourly rate of pay.

10.03 Lead Hand rate of pay, effective May 1, 2008 and this rate shall be payable to the **journeyperson** who is designated as the employee responsible for the crew and it's activities and where the crew is comprised of four (4) employees but less than five (5) employees on a specific project and the rate shall be an additional 10%. It is further agreed and understood that the Lead Hand rate of pay will not be paid when the **foreman's or forewoman's** rate of pay is in effect on that job.

10.04 Employee who is "designated" on call shall receive $100.00 for each week that they are on call, provided there are no call outs for that week.

10.05 Apprentices shall be paid a progressively increasing rate of wages based on the following schedule:

The first three (3) cumulative months of employment shall be a probationary period, during which 50% of a **journeyperson's** applicable wage rate will apply without the pension benefit payment.

After successful completion of the probationary period (3 months), 50% of the **journeyperson's** applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the first year's Apprentice Period, 60% of the **journeyperson's** applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the second year's Apprentice Period, 70% of the **journeyperson's** applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the third year's Apprentice Period, 80% of the **journeyperson's** applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the fourth year's Apprentice Period, full **journeyperson** rate of pay will apply after obtaining Journeyman status.

In the Provinces of Nova Scotia, New Brunswick, and Prince Edward Island, the above scheduled rates will be subject to jobs that have an estimated value of $150,000.00 (one hundred fifty thousand dollars) or more. Residential, commercial, and institutional jobs that have an estimated value of less than $150,000.00 (one hundred fifty thousand dollars) shall have an adjusted basic wage rate for **journeyperson**, with a provision for a wage re-opener in 12 months from the implementation date. No sub-contracting shall be permitted with utilization of the above conditions.

10.06 The apprentice shall be paid the applicable increase from the anniversary date of his employment in the industry. The increase shall be contingent upon successful completion of his apprenticeship period. The anniversary date of **their** employment shall be the first day **they are** dispatched from the Union Hall. The apprenticeship period shall be defined as a minimum of 1,500 hours.

In provinces which have not established a training program, such apprentices employed in those provinces will be paid the applicable increase in pay on the anniversary date of their employment in the industry in accordance with the percentages of **journeyperson's** wage rate specified above.

10.07 In provinces where the training of apprentices in regulated by law, which provides increases in wages be paid after their having worked a given number of hours or by other systems, such provincial legislation will apply instead of Article 10.03 above, provided the rates of pay are not lower than the percentages of **journeyperson's** rate specified in Article 10.03 above, in which case the higher rate shall be paid. An apprentice must write and pass applicable Provincial Examination before being given **journeyperson** rate.

ARTICLE XI
HOLIDAY and VACATION PAY

11.01 The Holiday (vacation) pay shall be paid at the rate of 6% of the gross hourly pay earned. The Statutory Holiday pay shall be paid at the rate of 4% of the gross hourly pay earned to cover Statutory Holidays.

11.02 Gross earnings shall not include contributions to funds. The 6% Holiday (vacation) pay and 4% Statutory Holiday pay will be included in **an employee's** weekly wages, with income tax deducted weekly.

11.03 The members of the Union should cooperate with Employers in arranging their vacations previous to the vacation period.

ARTICLE XII
FREE ZONE LIMITS

12.01 For the purpose of defining travel time, travel expenses and living expenses in this Agreement, the following free zone limits shall apply, “Free Zones are also applicable when the Employee’s place of residence and the job site where they are dispatched to work are both located within a 25 kilometre radius of the City Hall for that City or Town”:

(A) In Ontario, the Free Zone Limits shall be a 35 kilometre radius from the City Hall in each City or Town where the “Shop” is established and employees are dispatched from, to the project employees will be dispatched to work at.

(B) The free zone limit for the Halifax Regional Municipality (former cities of Halifax and Dartmouth) shall be forty (40) road kilometres from the centre of Angus L. MacDonald bridge. Any company that has a CASA registered shop office outside the above zone, shall follow the same rules on travel using the shop as the centre.

On all jobs outside this free zone limit, mileage shall be paid either from the centre of the Angus. L. MacDonald Bridge on the jobsite and return or from the member’s home to the jobsite and return - whichever is the shortest distance.
In Truro there shall be a 25 kilometre free zone from the #15 intersection at the New Brunswick/Cape Breton turn off.
Any member who resides outside the free zone in Truro shall be paid mileage from his home to the jobsite and return.

(C) The free zone limit for Winnipeg shall be inside Perimeter Highway.

(D) In Alberta, the free zone limits shall be up to fifty (50) road kilometres from city centres of Edmonton and Calgary. In Saskatchewan, free zone limits shall be up to fifty (50) road kilometres from city centres of Saskatoon and Regina.

(E) The city limits other than "A", "B", "C", and "D" above where the shop of the Employer is established and employees are dispatched.

ARTICLE XIII
DAILY TRAVEL

13.01 CASA and the UA shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expense for employers. Such information normally establishes a maximum rate for the first 5000 km and a

lower rate for additional kms. CASA and the UA shall determine a rate that is midway between those two rates. The above vehicle allowance rates shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by CASA and the UA. The Province of Ontario shall maintain the provisions of Article 13.02, Article 13.03 and 13.04-the rate shall change to that established between CASA and the UA above.

13.02 In Ontario only, the following flat rates are payable only in the zone in which the project is located. Should the Employee be required by the Employer to work in more than one zone in a work day then the higher rate shall be paid. Travel time is the responsibility of the Employee and is included in these rates. When Employees are required by the Employer to travel to a job outside the Free Zone limits, the Employer shall pay travelling expense on the basis of $31.95 (May 1, 2016, 2017, 2018) per day when travelling over 35 and up to a 80 kilometre radius from the City Hall in each City or Town where the Shop is established and employees are dispatched from to the project employees will be dispatched to work at.

When Employees are required by the Employer to travel to a job outside the Free Zone limits, the Employer shall pay travelling expense on the basis of $81.65 (May 1, 2016, 2017, 2018) per day when travelling over 80 and up to a 105 kilometre radius from the City Hall in each City or Town where the Shop is established and employees are dispatched from to the project employees will be dispatched to work at.

13.03 When travelling job to job during regular working hours, on the instructions of the Employer, within or outside the free zone limits, expenses shall be paid at **the rate established between CASA and the UA in 13.01** per kilometer plus time required to travel.

13.04 When projects are located outside a city, town, or village and are on a subsistence basis and employees are required to travel to and from the project, the employees shall receive **the rate established between CASA and the UA in 13.01** per kilometer to and from the project. This allowance shall be based on the shortest normally travelled route, from the project to the nearest suitable accommodation where the **employee(s)** can be domiciled.

13.05 In the Province of Nova Scotia employees working outside the free zone of Halifax and Dartmouth up to seventy kilometres from the free zone shall be paid a mileage rate as stated in paragraph 13.01.

13.06 In NB the Parties agree to the clarification that the travel allowance and living expenses shall be from the employee's residence to the Job Site.

13.07 When employees are required by the employer to travel to jobs where no free parking exists, within walking distance, parking expenses will be reimbursed at lowest possible rates with the provision of original receipt.

ARTICLE XIV
TRANSPORTATION and LIVING EXPENSES

14.01 In all zones excepting the Provinces of Ontario, Alberta, Saskatchewan, and Manitoba, when employees are required by the Employer to travel to a job outside the free zone limits where they cannot return daily, the Employer shall pay living expenses of **May 1, 2016 - $115.00, May 1, 2017- $119.00, May 1, 2018- $123.00** per day based on seven (7) days per week. In areas where room and board cannot be obtained for this amount, then the Employer will compensate employees for expenses after receipts have been submitted.

In the Provinces of Saskatchewan and Alberta, when employees are required by the Employer to travel to a job up to two hundred (200) road kilometres outside the city centre, or in Manitoba, outside the free zone limits where they cannot return home daily, the Employer shall pay living expenses **May 1, 2016- $135.00**, **May 1, 2017- $139.00**, **May 1, 2018- $143.00** for each day worked. On jobs located over two hundred (200) road kilometres outside the Free Zone limits (Manitoba) or City Centre (Saskatchewan/Alberta), expenses shall be paid on the basis of seven days per week. Excepting when the employees must stay in a camp then expenses will be paid on the basis of seven (7) days per week.

In areas where room and board cannot be obtained for these amounts, whether the job is located more or less than two hundred (200) road kilometres outside the free zone limits in the province of (Manitoba), or City Centre (Saskatchewan/Alberta), the Employer will compensate employees for expenses after receipts have been submitted.

In the Provinces of New Brunswick, Nova Scotia and Newfoundland when employees are required by the employer to travel to a job up to two hundred (200) road kilometers outside the free zone limits, living allowances shall be paid at **May 1, 2016-$115.00**, **May 1, 2017-$119.00**, **May 1, 2018-$123.00** per day worked. When an employee works a full forty (40) hour work week, the employee will be paid the applicable living allowance based on five (5) days. On jobs located over two hundred (200) kilometers outside the free zone limits, living expense shall be paid on the basis of seven (7) days.

14.01(a) In Ontario, when Employees are required by the Employer to travel to a job outside the Free Zone limits, the Employer shall pay living expenses of **May 1, 2016- $115.00**, **May 1, 2017- $119.00**, **May 1, 2018- $123.00**, for days worked when travelling over a 105 kilometres and up to 200 Kilometre radius from the City Hall in each City or Town where the company's place of business is established and employees are dispatched from the project employees will be dispatched to work at. The Employee will be paid the time required to travel from the Free Zone limit to the job site for the first and final trips only.

14.01(b) In Ontario, when Employees are required by the Employer to travel to a job outside the Free Zone limits, the Employer shall pay living expenses of **May 1, 2016- $115.00, May 1, 2017- $119.00**, **May 1, 2018- $123.00**, per day based on 7 days per week when travelling beyond the 200 kilometre radius from the City Hall in each City or

Town where the company's place of business is established and employees are dispatched from to the project employees will be dispatched to work at The Employee will be paid the time required to travel from the Free Zone limit to the job site for the first and final trips only.

14.02 In areas where room and board cannot be obtained for this amount, then the Employer will compensate employees for expenses after receipts have been submitted.

14.03 By mutual agreement between the Union and the employer, the Employer may provide suitable room and board at **their** expense in lieu of daily living expenses.

14.04 If a statutory holiday, as per 9.03 occurs during any week, the employee will be paid normal expenses for the holiday provided **they have** worked the normal work days preceding and following such holiday.

14.05 Plane fare, expenses and travel time from the free zone limits to the job and return shall be paid by the Employer. Travelling time pay shall not exceed eight (8) hours per calendar day and shall be paid at the applicable straight time hourly rate. If the employee is required to provide **their** own transportation, **they** shall be paid expenses on a basis of **the rate established between the CASA and the UA. (see 13.01)** per kilometre plus time required to travel.

14.06 If the employee leaves his job before it is completed and without consent of the Employer, return travel shall be at his own time and expense.

14.07 In the event a project is located more than a 300 kilometre radius from the city centre, or in areas inaccessible by automobile the Employer agrees the worker will be allowed a trip home for each 30 calendar days employment, for a maximum period of five (5) days per trip, throughout the duration of the project.

If such **employee** fails to report back to work by the seventh (7th) day, they shall be considered as terminated. Such return trips shall be at the Employer's expense for equivalent transportation expenses at plane fare or cents per kilometre only, whichever is applicable. It is further understood and agreed that the above described trips be on a rotation basis and at no time more than 25% of the working force shall be on such home leave.

ARTICLE XV
PAY DAY

15.01 Pay day shall be once a week. The employees are to be paid at the option of the Employer in cash or negotiable payroll cheque or Direct Bank Deposit, before the end of the shift. The payroll period each week shall end on Saturday at midnight to coincide with an insurable week for E.I. purposes. "If an employee is not paid within the described period, the employer will pay the employee an eight (8) hour penalty per day.

This penalty shall be at the regular rate of pay and paid in addition to hours worked until the employee receives pay for work done in the standard work week."

Pay for work done in a standard work week, or at the completion of a five-day consecutive shift work week, shall be due and payable before the end of the shift not more than seven days after the end of that week. "If paid by cheque or direct deposit, the cheque or pay stub shall not be distributed later than six (6) days **via electronic document or paper stubs at the employee's choice"**

If pays are not forthcoming as prescribed above, the Employer upon request will make provision to advance monies.

15.02 All deductions and contributions, such as Employment Insurance, Income Taxes, Union Dues, Pension, Hours of Labour, Hourly Rate, Welfare and Joint Training shall be shown clearly on a separate statement with the employees pay.

15.03 If an employee is laid-off, all accrued wages shall be paid within two working days of termination of employment either in person or by certified mail postmarked within two working days of termination of employment, to the address on record. Such pay shall be accompanied by the Record of Employment slip, and apprentice record where applicable.

15.04 If an employee is fired or quits all accrued wages shall be paid on the next pay cycle either in person, direct deposit or by certified mail postmarked on the normal payday for that pay cycle and sent to the address on record. Such pay shall be accompanied by the employee's record of employment slip and apprentice record where applicable.

15.05 Should such employee not be paid in accordance with 15.03 **they** shall be paid at **their** regular rate of pay while waiting to be paid.

ARTICLE XVI
NATIONAL SPRINKLER INDUSTRY
JOINT TRAINING AND APPRENTICESHIP FUND

16.01 It is mutually agreed that the existing National Sprinkler Industry Joint Training and Apprenticeship Fund established for the purpose of providing education for the Sprinkler Industry shall continue, and the policies and procedures necessary to operate and maintain this Educational Fund shall be governed by a Board of Trustees consisting of six (6) members, three appointed by the Canadian Automatic Sprinkler Association, and three appointed by the United Association Director of Canadian Affairs.

16.02 Each contractor shall pay to this fund, ten (10) cents per hour for all hours earned by all employees covered by this Collective Agreement, in addition the employer will pay into the National Training Fund the amount of $0.13 per hour earned for courses as outlined in Article 7.12.

An additional ten (10) cents will come out of the wage package. Five (5) cents per hour to the National Sprinkler Industry Joint Training and Apprenticeship Fund and five (5)

cents per hour to the United Association Industry Enhancement Fund. For a total of thirty-three (33) cents for training.

16.03 Such training fund hours shall accumulate for a one-month period and be submitted to the administration office before the fifteenth of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed.

16.04 Each contractor shall remit one (1) cent to the Unions' "Political Action Committee" fund (P.A.C.) taken out of wage package. Each employer shall remit five (5) cents to the Unions' "Sprinkler Administration" fund taken out of wage package.

16.05 Where not already established each Local Union will establish a local Sprinkler Training Fund to be funded out of the package.

ARTICLE XVII
INSURANCE FUND

17.01 Each contractor shall pay on an hours earned basis, rates as noted below, for all employees covered by this Collective Agreement into the Local Health and Welfare Fund where the man is working:

Province	**May 1/16**	**May 1/17**	**May 1/18**
Newfoundland	**2.25**	**2.25**	**2.25**
Nova Scotia	**2.05**	**2.05**	**2.05**
New Brunswick & PEI	**2.80**	**2.90**	**3.00**
Ontario	**2.87**	**2.87**	**2.87**
Manitoba	**1.94**	**1.94**	**1.94**
Saskatchewan	**1.65**	**1.65**	**1.65**
Alberta & NWT Local 488	**2.04**	**2.04**	**2.04**
Alberta Local 496	**1.75**	**1.75**	**1.75**
British Columbia	**2.72**	**2.72**	**2.72**

17.02 Such welfare hours shall accumulate for a one month period and be submitted to the administration office before the fifteenth of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed .

17.03 If the rates as noted in 17.01 above for contributions into any Local Health and Welfare fund are adjusted by the fund's Trustees, any difference (plus or minus) shall be reflected in the wage rate. Any such adjustment shall be made in the month following the adjustment date. Such adjustments to be established in accordance with Article 6.05.

17.04 In the Province of Ontario contractors shall remit an additional Four (4) cents per hour earned to the DeNovo centre through the health and welfare contribution, two (2) cents shall be an employee payment and two (2) cents an employer payment.

17.05 Canadian Model for Drug and Alcohol Program, the parties to this collective agreement agree that when a provincial drug and alcohol program is established they will each contribute up to .03 cents per hour.

ARTICLE XVIII
SPRINKLER INDUSTRY PENSION

18.01 The established pension plan will continue on a joint participation and contribution basis by the Employer and the employees, with employees contributing five (5) cents per hour earned, and the Employer contributing on an hours earned basis, rates as noted below, for all employees covered by this Collective Agreement, excluding British Columbia and inspection employees covered in Appendix (2) Such pension fund hours shall accumulate for a one month period and be submitted to the administration office before the fifteenth (15th) of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed. Five (5) cent employee contribution to be shown on T-4's.

Province	**May 1/16**	**May 1/17**	**May 1/18**
Newfoundland	7.30	7.30	7.30
Nova Scotia	7.30	7.30	7.30
New Brunswick & P.E.I.	7.30	7.30	7.30
Ontario	7.30	7.30	7.30
Manitoba	7.30	7.30	7.30
Saskatchewan	7.30	7.30	7.30
Alberta & NWT Local 488	7.30	7.30	7.30
Alberta Local 496	7.30	7.30	7.30
British Columbia	5.25	5.25	5.25

18.02 The policies and procedures necessary to operate and maintain this plan will be governed by a Board of Trustees formed of three (3) members appointed by the United Association Director of Canadian Affairs, and three (3) members designated by the Canadian Automatic Sprinkler Association.

18.03 All employees covered by this plan must become members and continue membership in the Union, excluding British Columbia and inspection employees covered in Appendix 2.

ARTICLE XIX
LABOUR SERVICE FEE and ASSOCIATION INDUSTRY FUND

19.01 All Employers signatory to this Agreement shall be assessed a Labour Service Fee of four (4) cents per man-hour earned payable to the Canadian Automatic Sprinkler Association.

19.02 All Employers bound by this Agreement shall contribute twenty-one (21) cents per man-hour earned to the Association Industry Fund. The Association Industry Fund shall be administered by the Board of Directors of the Canadian Automatic Sprinkler Association.

19.03 Such Labour Service Fee and Association Industry Fund hours shall accumulate for a one-month period and be submitted to the administration office before the fifteenth (15th) of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed. It is understood that the Canadian Automatic Sprinkler Association waives the Union responsibility for collection.

ARTICLE XX
TOOLS

20.01 With the exception of tape measure, 8" level, and 8" wrench, the Employer shall furnish all tools and equipment, including compulsory safety equipment and the employees shall see that all tools, equipment and materials are put in their proper places and that chests or lockers are left in a place as safe from theft or damage as possible.

Job specific safety equipment or clothing that exceeds Provincial standards (ie: Metatarsal footwear) shall be supplied by the contractor.

ARTICLE XXI
SUB-CONTRACTING

21.01 The Employer will not sublet or contract out any pipe fabrication or installation work covered herein, unless the contractor to whom the work is sublet has an agreement either with the United Association or any of its Local Unions.

The Union shall be notified, prior to commencement of work, by the employer, who subcontracts work on any project, of the name(s), and location(s) of the subcontractor(s). Should the subcontractor to whom the work is sublet, fail to remit all monies in accordance with this agreement, no work shall be subcontracted to that subcontractor employer.

When a job has been targeted and the contractor is successful in being awarded the job, that contractor shall not be allowed to sub-contract this work.

Owner/operators who are signatory to this agreement and who perform bargaining unit work shall be required to pay all dues and contributions under this agreement on their behalf, including but not limited to Pension, Welfare, UA Sprinkler Admin fund, UA PAC Fund, UA Industry Enhancement Fund, National Training Fund, Local Training Funds, Local Industry Promotion Fund, Local SBTF, Local METF and Stabilization Fund, Local MERF Fund, Local Building Fund, Local Industry Promotion Fund, Training Fund, Local Union Admin Fund, Local Field Dues and Recreation Fund.

ARTICLE XXII
SUPERVISION

22.01 Orders to the employees shall be relayed starting at the highest chain of command on the job, down through the next highest supervisory position, until the worker's immediate **foreman or forewoman**, or **lead hand** has given direction to his crew.

ARTICLE XXIII
NO STRIKE OR LOCKOUT

23.01 The Employer and the Union agree that there shall be no strike or lockout during the life of this Agreement.

23.02 It shall not be a violation of this Agreement, or of the no strike clause, if members of the Union refuse to cross a picket line established in accordance with the rules of the Canadian Building and Construction Trades Department (A.F. of L., C.I.O., and C.L.C.).

ARTICLE XXIV
DISCRIMINATION

24.01 The Employer shall not discriminate against any employee for reason of **their** membership in the Union or **their** participation in lawful activities.

24.02 There shall be no discrimination against any employee for reasons of sex, race, colour, creed or age.

24.03 Absence required for an apprentice attending trade school, or by an employee who is absent by law for jury duty or as a witness in court, sickness, accident certified by a doctor's certificate or injury as a result of an accident in which the worker is

receiving Workmen's Compensation, shall not debar or be considered as a break in **their** employment or attendance record.

ARTICLE XXV
WORKING CONDITIONS

25.01 Employees shall be permitted once during each half shift to drink coffee at their station or work. Both parties agree there shall not be abuses in respect to time taken for coffee breaks.

25.02 The Employer shall make arrangements for a clean, heated lunch and change room for their employees on the job sites.

ARTICLE XXVI
UNION STEWARDS

26.01 The Union may appoint, and the Employer shall recognize, a steward for each job, shift or shop. The company will receive notice in writing when a steward is appointed.

26.02 The steward shall assist, when required, in adjusting differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement.

26.03 The steward shall see that the provisions of this Agreement are complied with and report any infractions to the office of the Union after consulting with the Employer's representative. This also applies to safety regulations. Providing he/she is qualified to perform the job required, the shop steward/job steward shall be one of the last two (2) employees remaining in the employ of the Contractor. In the event that the job steward is not one of the last two (2) employees to be laid off, there shall be discussion with the Business Manager or **their** representative to discuss the reasons for such lay-off.

ARTICLE XXVII
UNION REPRESENTATIVES

27.01 Union representatives shall have access to projects during working hours after notifying the Employer or his representative.

27.02 Members of the Union shall be granted leave of absence when required for Union business providing that reasonable notice is given to the Employer. **They** shall not be subject to penalty or loss of employment other than those hours **they are** absent from the job.

ARTICLE XXVIII
GRIEVANCE PROCEDURE

28.01 All disputes or controversies arising as to the meaning or interpretation of any provision of this Agreement and all matters relating to violation of this Agreement shall be commenced within forty-five (45) days of occurrence or knowledge of said dispute or violation. This dispute or violation shall be disposed of in accordance with the following procedure:

(A) Any such grievance shall be first adjusted between the grieved employee and **their** immediate superior and, if not settled within twenty-four (24) working hours;

(B) Between the grieved employee and **their** superintendent and, if not settled within twenty-four (24) working hours;

(C) Between a representative of the Union and the Employer and, if not settled within seven (7) days;

(D) It shall be submitted in writing to a Labour Management Committee formed of three (3) members representing the Canadian Automatic Sprinkler Association and three (3) members representing the Local Union, comprised of at least one **journeyperson** sprinkler fitter of the Union and, if not settled within seven (7) days;

(If settlement is reached by the Labour Management Committee described above, such settlement shall be final and binding on all parties and may not be taken to an Impartial Arbitrator as provided in Step (E).

(E) The grievance shall be submitted to an Impartial Arbitrator selected by the Canadian Automatic Sprinkler Association and the Local union within seven (7) days;

(F) If the Canadian Automatic Sprinkler Association and the Local Union fail to agree on the selection of an impartial arbitrator, the Minister of Labour of the province where the grievance occurred shall recommend the appointment of the Impartial Arbitrator.

A grievance not initiated or taken to the next Step within the time limits specified in this Agreement is deemed to be dropped. Time limits may be extended by mutual agreement of the Employer and the Local Union having jurisdiction.

28.02 The decision or the arbitrator shall be given within ten (10) days (may be extended by mutual consent) shall be final and binding on all parties. The decision, however, of the arbitrator shall be limited to the interpretation and application of the Agreement and the arbitrator shall have no powers to change or amend this Collective Agreement.

28.03 The expenses of the arbitrator shall be equally borne by both parties to this Agreement.

28.04 If a grievance is filed by the Union or the Employer, the procedure shall commence at Step (C), Section 28.01.

28.05 If in any Zone the Provincial Labour Act provides for an alternate or quicker form of Arbitration, either party may refer grievances thereto under the terms of said act or acts.

ARTICLE XXIX
REPORTING TIME

29.01 Employees reporting for work at their regular starting time and for whom no work is available shall be paid three hours at their applicable rate plus vacation pay, fringe benefits, and expense money as may apply.

ARTICLE XXX
ON THE JOB INJURY

30.01 Should the employee be injured on the job to the extent of requiring medical attention and be unable to return to the job for the remainder of **their** work shift, **they** shall be paid as if **they** had worked the full shift upon submission of a signed certificate from a physician or from a qualified first aid attendant. It is the responsibility of the employee to notify his **foreman or forewoman** or company office of the details of the accident.

ARTICLE XXXI
SAVINGS CLAUSE

31.01 Should any article, or any provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

31.02 If for any reason peculiar to a given geographical area this Agreement requires amendment, the Union and the Local Union having jurisdiction in such an area shall be entitled to enter into a Memorandum with the Canadian Automatic Sprinkler Association giving effect to such amendment, and any such Memorandum shall not be construed as a breach of this Agreement.

31.03 Should the United Association, or any of its Locals, provide, or offer to provide to any contractor, individually or through any group or Association, economic and/or other terms and conditions more favourable to the contractor than those contained in this Agreement for any category of sprinkler work, those same terms and conditions shall immediately be extended to all contractor's signatory to this Agreement.

ARTICLE XXXII
DEFAULT OF PAYMENT

32.01 A) If any contractor shall default in remitting payments required to be made to funds pursuant to the terms of this Collective Agreement, and default shall continue for ten (10) days or more, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the contractor is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.

B) Where an Employee performs work that would require the employer to contribute hourly contributions of the Trust Funds set out in the Agreement, at such an hourly contribution rate as may from time to time be applicable in the Collective Agreement, then the employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an employer, an amount equal to the amount that is owed to the applicable Trust Fund by the employer on whose behalf employees have performed work entitling them to receive contributions to the fund(s) and such shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the employer's own money from the assets of the estate.

C) Following notification by the Business Manager, and at the discretion of the Trustees of the Health & Welfare and/or Pension Funds, contractors' delinquent 60 or more days will be imposed with a "Security Bond" equal to, two months' total contributions to all Funds included in the Agreement, based on their average last 12 months.

The foregoing "Default of Payment Clause" shall apply to any and all funds covered under this Collective Agreement:

ARTICLE XXXIII
TARGETING CLAUSE

33.01 When, in the opinion of the local union business manager and the Canadian Automatic Sprinkler Association, certain specific jobs requiring special conditions that will not permit the fulfilment of all the articles of this agreement and it is found necessary that with some modification of this agreement such work could be secured and/or such special conditions could be accommodated by mutual agreement between local union and the Canadian Automatic Sprinkler Association by making such arrangements to govern the changes and disclosure upon request to the other parties bound to this agreement and such shall not be considered a violation of this agreement.

33.02 Where the local union wishes to establish a market enhancement trust fund, or similar stabilization fund, they shall be permitted to do so when parties to this agreement agree. Such funds to be established in accordance with Article 6.05. CASA and the UA or the respective local, will communicate on the status of said funds.

ARTICLE XXXIV
DURATION OF AGREEMENT

34.01 The duration of this Agreement shall be from **May 1, 2016 to April 30, 2019.**

ARTICLE XXXV
RENEWAL OF AGREEMENT

35.01 Ninety (90) days prior to termination date, written notice shall be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement shall remain in force from year to year, until written notice of ninety (90) days prior to any anniversary date is served.

If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the expiry date, or until discontinued by notice in writing from either party.

ARTICLE XXXVI
BEREAVEMENT LEAVE AND PAY

36.01 A apprentice or **journeyperson** employee will be granted up to three (3) full days leave of absence with pay between Monday and Friday inclusive for the purpose of making arrangements and attending the funeral in the event of the death of a member of his or her family, which shall be limited to husband, wife, parents, children, sister, brother, grandparents, mother-in-law or father-in-law.

Such possible day or days' leave of absence shall be between the day of death and the day of the funeral inclusive. If this article is less than applicable Provincial Legislation, Provincial legislation shall apply.

ARTICLE XXXVII
DEFINITION OF SHOP

37.01 "A "Shop" (Company's place of business) shall be defined as:

1) Primary Shop which is the Company's Main Shop, shall be legitimate places of business, registered with the Union and employees are dispatched from, to the project employees will be dispatched to work at.

2) Branch, Secondary or Satellite Shops other than the Company's main shop shall be legitimate places of business registered with the Union Office for a minimum period of one (1) year to conduct business by "that" Contractor prior to the dispatch of employees to the project employees will be dispatched to work at, subject to the approval of Exhibit "A" Labour and Management Cooperation Committee.

LETTER OF UNDERSTANDING (1990)

It is agreed by the parties to this agreement that should a situation arise concerning employee discrimination regarding hiring, then the parties to this agreement shall meet within five working days to discuss the allegations.

The Hearing Committee shall be comprised of three representatives from CASA and three representatives from the U.A. Negotiating Committee.

If agreement is reached by the Hearing Committee described above, such agreement shall be final and binding on all parties.

If no agreement is reached then the parties will submit the issue to an Impartial Arbitrator as outlined in Article 28, paragraph E and F.

This Agreement is entered into at Toronto on this 17th day of July, 1990.

LETTER OF UNDERSTANDING (1992)

THIS AGREEMENT DATED the 10th day of July, 1992

BY AND BETWEEN:

CANADIAN AUTOMATIC SPRINKLER ASSOCIATION
(hereinafter referred to as the "Association" in its capacity as a
Registered Employers Association and on behalf of its members)

AND

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE U.S. AND CANADA, A.F.L.-C.I.O.-C.F.L., LOCAL UNION 488 AND 496
(hereinafter referred to as the "Unions")
LETTER OF UNDERSTANDING

1. WHEREAS there is in existence a Collective Agreement between the Unions and the Association;

2. AND WHEREAS the parties have agreed to amend that Collective Agreement to provide for the terms and conditions set forth herein;

NOW THEREFORE in consideration of the premises and of the mutual covenants contained herein the parties agree as follows:

1. This Letter of Understanding will attach to and form a part of the Collective Agreement negotiated pursuant to Registration Certificate Number 19 issued by the Labour Relations Board (Alberta) for general construction sprinkler fitting which Agreement was entered into on the 10th day of July, 1992. This Letter of Understanding is enforceable under the terms of the Collective Agreement in accordance with the grievance and arbitration provisions contained in that Collective Agreement.

2. The parties have agreed to set up a trust fund known as the Market Enhancement Trust Fund for the purposes of providing a fund that may be utilized by eligible employees or employers for the purposes of maintaining, enhancing, furthering or otherwise advancing "the Unionized" Sprinkler Fitting Industry, including but without restricting the generality of the foregoing offsetting any competitive disadvantage created by market forces or market conditions within the trade and area jurisdiction of the Union or any territories that may be subsequently awarded to the Union, provided that the Association has authority to collectively bargain on behalf of employers in the subsequently awarded territories.

3. Such a trust fund to be settled promptly and both the Unions and the Association agree to cause their solicitors acting reasonably to draw a trust instrument embodying their bargain shall be directed by the general provisions of the law and shall provide that the trust fund constituted shall have equal representation from the Association and from the Unions and such a trust instrument shall provide for equality of voting. The trust instrument shall also deal with the reversionary interest in the event that the trust fund shall be determined at some time in the future.

4. Each employer shall contribute to the trust fund the sum of $1.75 per hour earned for Local 488 and $1.25 per hour earned for Journeymen for Local 496, for all employees covered by this Agreement. The trust fund hours shall accumulate for a one-month basis and be submitted to the trustees of the trust fund before the 15th of the month following, along with a list of employees' names and Social Insurance Numbers and hours worked and a cheque covering the hours listed. The contributions shall commence on July 10, 1992. Effective May 1, 1993 the employer contributions shall increase to 75 cents per hour earned for all employees covered by this Agreement and effective May 1, 1994, the employer contributions shall increase to $1.00 per hour earned for all employees covered by this Agreement.

5. The employer agrees to be bound by the terms of the trust instrument referred to in this Agreement, as may from time to time be amended by the decision of the trustees. No amendments to the trust instrument shall be made which would have the intent of deleting the requirement for an annual audit or varying the purposes of the trust or otherwise varying its basic principles or being contrary to law.

6. The trustees of the trust fund may, in their own names, maintain an action before a court of competent jurisdiction in respect of the trust property, its collection, maintenance or otherwise.

7. Neither the Unions nor the Association shall be liable or responsible for any debts or liabilities or other obligations of the fund, other than as may be provided for in this Agreement. Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the trust fund, the employer’s liability to the trust fund shall be limited to remittance of the above noted contributions in the manner and at the times set out in the Agreement.

8. When an employee performs work requiring the employer to make contributions to the trust fund, at the applicable per hour earned rate, then the employer shall be deemed to keep the amount of the contributions separate and apart from his own monies and shall be deemed to hold the amount of the contributions in trust for the trustees of the plan. Further, in the event of the liquidation or bankruptcy of an employer who is deemed to be holding the amount of the contributions in trust for the trustees of the plan separate and apart from his own monies, the amount of those contributions shall not form part of the estate in liquidation or bankruptcy whether or not the amount of those contributions has in fact been kept separate and apart from the employer's own monies or from the assets of the estate.

IN WITNESS WHEREOF the parties have by their duly authorized officers set their hands and affixed their seals on the date first written above.

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE U.S. AND CANADA, A.F.L.-C.I.O.-C.F.L., LOCAL UNION 488 AND 496
PER: Rob Kinsey

PER: Arnie de Roode

CANADIAN AUTOMATIC SPRINKLER ASSOCIATION
PER: John Galt

EXHIBIT "A"
LABOUR and MANAGEMENT
COOPERATION COMMITTEE

It is mutually agreed by the parties to this agreement that a Labour-Management Cooperation Committee for the automatic sprinkler industry be created to discuss mutual problems of the sprinkler industry. This Committee has no authority to change the Collective Bargaining Agreement during the duration of same. The members of this Committee shall be equally divided between members of the Canadian Automatic Sprinkler Association and United Association Locals 56, 179, 213, 254, 488, 496, 740, 170 and 853. The Committee shall meet within 60 days of signing of this Agreement to discuss residential and retrofit as well as mutual problems. Expenses shall be borne by the respective parties to this Agreement for their representatives.

Agreed on this 9th day of June 2004.

Signed on behalf of the Canadian Automatic Sprinkler Association:

Peter Domenjo	Grant Neal	Bernie Beliveau	Dave Heaps
Bill Skromeda	Cornelius Cahill	Dan Solonynko	
Hugh Simpson(CMB)	Ken Graham	John Galt	

Signed on behalf of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada Locals 56, 179, 254, 488, 496, 740, 799, 170 and 853:

Michel A. Grenier
56 - Mel McIntyre
170 - Joe Shayler
488 - Rob Kinsey or Tom Smyth
740 - Calvin Jones
799 - George Estey
Gerry Bentley

Budrow Tozer
179 - Randy Nichols
254 - John Moore
496 - Ken Jones
853 - Don Crichton
Bryan Strong
Mike Zangari

LETTER OF UNDERSTANDING (2007)

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN AUTOMATIC SPRINKLER ASSOCIATION

AND

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE U.S. AND CANADA, A.F.L. – C.I.O., LOCAL UNIONS 56, 179, 254, 488, 496, 740, 170, 799 AND 853

The parties agree that any Contractor and Local Union in Canada who become involved in an identified retrofit project may utilize the provisions of Article IX, clause 9.07 of this Collective Agreement by way of a signed mutual agreement.

Agreed upon this ____ day of _____, 2007.

For the Union

_____

_____

For the C.A.S.A.

_____

_____

APPENDIX (2) “INSPECTION”

Whereas there is in existence a Collective Agreement between the Unions and the Association.

a) And whereas the parties have agreed to amend that Collective Agreement to provide for the terms and conditions set forth in Appendix 2 Inspections, attached.

b) The assignment of work of the Sprinkler Inspector consist of inspection of the following items:

Back Flow Devices	Caulking of Sleeves	Fire Suppression Systems
Sprinkler Gas	Foam Clean Agent	Dry Chemical Systems
All Piping & Tubing	Fire Hydrants	Holding Tanks
Standpipe & Hose	Pressure Vessels	Heaters

Air Lines Compressors Thermal Systems
Fire Pumps

All work to be completed as per Canadian Automatic Sprinkler Association Inspection Forms.

1. All employees must have a certificate of Qualification for Sprinkler Fitters and when the Local Union implements a training course for Inspectors all certified Sprinkler Fitter Inspectors will be required to complete the approved course.

2. Forty (40) hours shall constitute the standard work week. Eight (8) hours shall constitute the standard work day with each eight hours being worked between 7.00 a.m. and 6.00 p.m. from Monday to Friday. With the mutual agreement of the Contractor and the Local Union, a work week of alternate 40 hours can be worked (Monday to Friday)

3. All work executed in excess of 8 hours per day from Monday to Friday inclusive as outlined above shall be considered overtime and shall be paid for at one and a half (1.5) times the rate including weekend Saturday and Sunday.

   All work performed on recognized holidays will be at double time (2 X)

   Room and Board as per receipts presented.

4. All Employees shall be supplied with a company vehicle or daily travel shall be reimbursed as per Collective Agreement.

5. If a member is working both ICI Road Sprinkler Agreement and Inspections, the ICI Road Sprinkler Agreement rate will prevail for all hours earned.

6. Members who are presently employed doing Inspection and receiving ICI Road Sprinkler Agreement rates and benefits will continue to be paid as per ICI Road Sprinkler Agreement

7. Contractors signatory to the Inspector Agreement will give consideration when hiring employees to those whom are on disability benefits or unable to fulfill the duties of a **Journeyperson** Fitter as defined in the Road Sprinkler Agreement or on a pension

8. Letter of Understanding stating that the word Inspections will be inserted into the National Road Sprinkler Agreement.

9. Letter of Intent, employees who are qualified and are presently working in the industry at inspections of sprinkler systems will be accepted into the National Sprinkler Agreement by the Local holding jurisdiction of the area, within two (2) months of signing this Agreement.

10. WAGES **May 1, 2016 May 1, 2017 May 1, 2018**

LOCAL 56 – NOVA SCOTIA	Basic	$27.26	$27.84	$ 28.42
	V.P. 8%	$2.18	$2.23	$2.27
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$2.05	$2.05	$2.05
	Total	**$31.82**	**$32.45**	**$33.07**
LOCAL 179 - SASKATCHEWAN	Basic	$29.91	$30.59	$31.27
	V.P. 10%	$2.99	$3.06	$3.13
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$1.65	$1.65	$1.65
	Total	**$34.88**	**$35.63**	**$36.38**
LOCAL 254 – MANITOBA	Basic	$28.59	$29.33	$30.06
	V.P. 10%	$2.86	$2.93	$3.01
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$1.94	$1.94	$1.94
	Total	**$33.72**	**$34.53**	**$35.34**
LOCAL 488 - EDMONTON	Basic	$33.45	$33.45	$33.45
	V.P. 8%	$2.68	$2.68	$2.68
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$1.86	$1.86	$1.86
	Total	**$38.32**	**$38.32**	**$38.32**
LOCAL 496 - CALGARY	Basic	$33.56	$33.56	$33.56
	V.P. 8%	$2.68	$2.68	$2.68
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$1.75	$1.75	$1.75
	Total	**$38.32**	**$38.32**	**$38.32**
LOCAL 740 - NEWFOUNDLAND	Basic	$29.24	$29.96	$30.69
	V.P. 8%	$2.34	$2.40	$2.46
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$2.25	$2.25	$2.25
	Total	**$34.16**	**$34.94**	**$35.72**
LOCAL 325 - NEW BRUNSWICK	Basic	$26.65	$27.23	$27.81
	V.P. 8%	$2.13	$2.18	$2.22

	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$2.70	$2.70	$2.70
	Total	**$31.81**	**$32.44**	**$33.06**
LOCAL 853 - ONTARIO	Basic	$32.44	$33.19	$33.94
	V.P. 8%	$2.60	$2.66	$2.72
	Training	$.13	$.13	$.13
	Local Union	$.20	$.25	$.30
	Health/Welfare	$2.87	$2.87	$2.87
	Total	**$38.24**	**$39.05**	**$39.86**
LOCAL 170 - BRITISH COLUMBIA	Basic	$27.29	$27.29	$27.86
	V.P. 8%	$2.18	$2.18	$2.23
	Training	$.13	$.13	$.13
	Local Union	$.20	$.20	$.20
	Health/Welfare	$2.72	$2.72	$2.72
	Total	**$32.52**	**$32.52**	**$33.14**

Vacation Pay shall consist of 4% Vacation Pay plus an additional 4% for Statutory Holiday Pay.

11. PENSION OPTION AS PER NATIONAL SHOP AGREEMENT

12. Appendix 2 Inspections will be effective commencing May 1st, 2005.

Signed this 15th day of December 2004

_____
Signature John Galt

_____
Signature Dan Solonynko

_____
Signature Bernie Beliveau

_____
Signature Don Crichton

_____
Signature Budrow Tozer

_____
Signature John Telford

Letter of Understanding 2010

Letter of Understand
between
Canadian Automatic Sprinkler Association
and
United Association of Journeymen and Apprentices of Plumbing and Pipefitting Industry of the United States and Canada, AFL - CIO, Local Unions
56, 170, 179, 254, 325, 488, 496, 740 and 853

Whereas the National Road Sprinkler Fitter Collective Agreement includes Appendix (2) Inspections, the above parties agree to the following Letter of Understanding.

1. The following paragraph shall be inserted into the Appendix:

   Clause #1: All Employees must have a Certificate of Qualification for Sprinkler Fitters, and when the Local Union implements a Training Course for Inspectors all "Certified" Sprinkler Fitter Inspectors will be required to complete the approved course.

2. The Parties agree to a wage increase for Inspectors, as laid out in the "Inspector Wage Schedules," which is based on 60% of the total package for a Journeyman.

3. The Parties agree that the new wages for the Inspectors for the year 2010 take effect on November 1st, 2010 and May 1st each subsequent years of the Agreement.

Agreed upon this 21 day of DECEMBER 2010.

John Telford, Director of Canadian Affairs
United Association

John Galt, President
Canadian Automatic Sprinkler Association

Canadian Piping Trades
UACanada.ca

CANADIAN STANDARD FOR

EXCELLENCE DISCIPLINARY GUIDELINE

CASA
Canadian Automatic Sprinkler Association

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

Employees are obligated to provide a fair day's work for a fair day's wages. Contractors must be fair to employees, but also have a role in the promotion of a strong unionized sector. Being fair does not mean "looking the other way" when an infraction occurs. Nor does it mean that the Contractor should merely lay off an incompetent or insubordinate employee when that employee may need counseling, discipline or, in irreparable and egregious cases, exclusion from the industry. All parties have a role in this regard.

The United Association and its signatory contractors hereby have established and shall maintain a common disciplinary guideline.

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

PROGRESSIVE DISCIPLINARY GUIDELINE

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

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

2. WRITTEN WARNING: If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction), the

employee will be given a written warning which will be placed on his/her personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.

3. SUSPENSION AND FINAL WARNING**:** If the employee again transgresses in the misconduct, he/she will be suspended from employment for a period of time without pay and will be given a final warning.

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

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

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

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

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

_____	_____
John Telford, Director of Canadian Affairs United Association	John Galt, President Canadian Automatic Sprinkler Assoc.

Canadian Piping Trades
UACanada.ca

Canadian Standard for Excellence

This program is designed to promote our UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for our customers and owner-clients.

Canadian Automatic Sprinkler Association

Canadian Standard for Excellence
Operating Rules and Regulations

Definitions

CBA – Collective Bargaining Agreement

Discharge/Laid Off for Cause (including but not limited to absenteeism, safety violations, timekeeping or productivity; not including lay off due simply to a lack of, or, downturn in work) - Occurs when an employer asserts cause for the discharge/layoff of an employee, and no arbitration or board of arbitration finds that there was no such cause.

CASA – Canadian Automatic Sprinkler Association

Parties to this Agreement – The parties to this agreement are the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada on behalf of its Local Unions and the Canadian Automatic Sprinkler Association of of Canada.

SC - Standard Coordinator/Job Steward – An individual whose job it is to ensure the continuity of the projects by working to solve problems brought to them. The SC shall be appointed by the Union Business Manager and may be from the

Employer's existing work force. Additional SC's may be appointed based upon job and/or crew size.

SFE - Standard for Excellence

Local Union Responsibilities

The Local Union will provide training for the Standard Coordinator with respect to the purpose and intent of this Standard for Excellence.

The SC is empowered by the Business Manager of the Local Union to work with members and management to correct and solve problems related to job labour performance that have been reported to the Union.

The SC will communicate on a regular basis with the supervision on site and the contractor to convey job progress, work schedules, and work process problems to the employee/members.

Meetings will be established between the Local Union Business Manager or Business Agent and the SC to discuss and resolve issues related to the compliance of the SFE.

If applicable, management will be invited to attend and participate in the process. When deemed necessary, the Local International Representative will be invited to attend and participate in the process.

In the event a member(s) is not meeting SFE responsibilities, the Local Union Business Manager or Business Agent and his respective Executive Board Member will assume the responsibility to address problem member(s) not meeting their obligations.

The role of the union is to make every effort to correct the problem by whatever means, to the extent allowed by applicable law, including, but not limited to, the applicable Labour Laws and the Constitution of the United Association.

EMPLOYEE, MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the Standard for Excellence platform meets and maintains its goals, the Business Managers, in partnership with their implementation teams, including Standard Coordinators and the Local membership, shall ensure all members:

- Respect the UA, the customer, client, and contractor by dressing in a manner appropriate for our highly skilled and professional craft. (Offensive words and symbols on clothing and buttons are not acceptable.)

- Eliminate disruptions on the job and safely work towards the on-time completion of the project.

- Meet their responsibilities to the employer and their fellow worker by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)

- Adhere to the contractual starting and quitting times, including lunch (personal cell phones will not be used during the workday with the exception of lunch and break periods.)

- Meet their responsibility as highly skilled craft workers by respecting those tools and equipment supplied by the employer.

- Use and promote the Local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring Local craft workers are the most highly trained and sought after workers.

- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for on the job substance abuse is strictly met.

- Be productive and keep inactive time to a minimum.

- Respect and observe the customer, client, and employer and their rules and policies.

- Follow safe, reasonable management directives.

- Communicate with the Site Supervision and SCs in preventing and resolving work/labour problems especially where lack of material and guidance are observed.

- Accept and abide by the Standard for Excellence Operating Rules and Regulations.

Process for Addressing Employee Discharges or Layoffs for Cause

Employees who are discharged/laid off by a contractor for cause shall be subject to the following procedures:

1. After 1st discharge or layoff for cause, the employee/member will meet with the Local Union Business manager or the Regional Business Agent and receive verbal counseling. The content of the counseling will include SFE Disciplinary Guideline and Operating Rules and Regulations and the possible penalties which could be imposed under the SFE as a result of any future discharge or layoff for cause.

2. After the 2nd discharge or layoff for cause within a thirty-six (36) month period, the employee/member will meet with the Local Union Business Manager, Local Union Executive Board, for evaluation and counselling related to the reasons for the discharges or layoffs. The employee/member will be counseled related to the reasons for the discharges or layoffs. The employee/member will be advised that any further discharge or layoffs for cause may result in temporary or permanent removal from the Out-of-Work list.

3. After the 3rd discharge or layoff for cause within a thirty-six (36) month period, the employee/member will meet with the Executive Board, which shall review the facts and make a recommendation for action against the employee/member, with a maximum recommended penalty up to and including permanent elimination from the Out of Work List.

Any penalties imposed as a result of two or more discharges or layoffs for cause within a thirty-six (36) month period, other than permanent elimination from the Out-of-Work list, will be removed from the employee/member's record after thirty-six (36) months.

In the event that the basis for an employee/member's discharge or layoff by a Contractor is challenged as lacking the requisite cause, by a timely grievance filed by the Local Union or the employee/member, that issue shall be resolved pursuant to the provisions of the Grievance and Arbitration Procedure of the applicable CBA prior to any action being taken by the Executive Board.

The suspension of an employee/member's eligibility for referrals from the Out-of-Work List as a result of multiple discharges or layoffs for cause shall not constitute a violation of any provision or section or clause of any applicable Collective Agreement.

The above process may:

1. Require the employee/member to obtain drug and/or alcohol counseling or further training from the JATC before again being eligible for referral.

2. Disqualify the employee/member for referral from the Out-of-Work List for a period of two (2) or more weeks, or permanently, depending on the seriousness and/or repetitive nature of the conduct, with the Executive Board making the final determination as to the employee/member's continued eligibility for referral.

3. Refer the employee/member to an approved employee assistance program for evaluation and recommended action.

4. Declare the member eligible for continued referral employment pursuant to the CBA, including when an employee/member can satisfy his/her onus of showing why he/she should be restored on the referral list, with or without conditions.

In the event that any portion of the SFE Disciplinary Guideline and Operating Rules and Regulations conflict with any provision of the CBA, the CBA shall prevail, unless otherwise specifically stated herein. Nothing in the SFE Disciplinary Guideline and Operating Rules and Regulations shall be construed to amend, modify, restrict, or expand upon, any right, obligation, or provision contained in the CBA.

The SFE Disciplinary Guideline and Operating Rules and Regulations shall constitute an addendum to the CBA. Any changes to the SFE Disciplinary Guideline and Operating Rules and Regulations during the term of the CBA must be in writing and signed by the parties. Nothing in the SFE shall hinder the right of the employee/member to file a grievance as allowed for in the CBA.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

The ultimate responsibility of job management falls on the contractor management. Contractors will become signatory to the SFE Disciplinary Guideline and Operating Rules and Regulations before being able to utilize it in their company marketing.

Contractors who are bound to this Standard recognize their obligation to manage their jobs effectively, and as such shall have the following responsibilities under this Standard of Excellence:

- Educate Superintendents, General Forepersons and Forepersons about the purpose, intent and proper use of the Standard of Excellence.

- Provide reasons in writing for returning unsatisfactory general foremen, foremen, journey workers and apprentices to the hiring hall.

- Provide worker recognition for a job well done.

- Supply all necessary tools, equipment, material and information in a timely manner to ensure a successful project.

- Provide the necessary leadership and problem-solving skills to jobsite Supervision.

- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.

- Promote and support continued education and training for employees while encouraging career building skills.

- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.

- Cooperate and communicate with the Site Supervision and Standards Coordinator in preventing and resolving work problems.

- Problems with Contractor performance shall be addressed as follows:

  - Management will address concerns brought forth by the Standard Coordinator. If the lowest level of management does not resolve the problem, the Local Union Business Manager and Standard Coordinator will address the issues with higher levels of management.

  - If the issues are not corrected, the Union, or the Contractor shall call for a Labour-Management meeting to resolve concerns or issues.

  - If the issue is not resolved, the MCA, Business Manager and the UA International Representative shall meet with the affected contractor and attempt to correct the management problems on the project.

  - Accept and abide by the Standard for Excellence Disciplinary Guideline and Operating Rules and Regulations.

U.A. LOCAL UNIONS WITH SPRINKLER JURISDICTION

Local 853 (Ontario)	60 Shields Court Markham, Ontario L3R 9T5	(905) 477-6022 Fax (416) 498-5141
Local 740 (Newfoundland)	P.O. Box 8583, Station A St. John's, Newfoundland A1B 3P2	(709) 747-2249 Fax (709) 747-0364
Local 56 (Nova Scotia)	30 Neptune Crescent, Woodside Industrial Park Dartmouth, Nova Scotia B2Y 4R8	(902) 466-9920 Fax (902) 466-2368
Local 325 (New Brunswick)	P.O. Box 1060 Station A Fredericton, New Brunswick E3B 5C2	(506) 459-6044 Fax (506) 453-1416
Local 144 (Quebec)	9735 St-Laurent Blvd. Montreal, Quebec H3L 2N4	(514) 385-1171 **Fax (514) 385-1173**
Local 254 (Winnipeg)	34 Higgins Avenue Winnipeg, Manitoba R3B 0A5	(204) 947-0497 Fax (204) 947-1512
Local 179 (Saskatchewan)	415 Victoria Avenue Regina, Saskatchewan S4N 0P7	(306) 569-0624 Fax (306) 781-8052
Local 488 (North Alberta)	16214 - 118 Avenue Edmonton, Alberta T5V 1M6	(403) 452-7080 Fax (403) 452-1291
Local 496 (South Alberta)	5649 Burbank Road S.E. Calgary, Alberta T2H 1Z5	(403) 252-1166 Fax (403) 252-4591
Local 170 (British Columbia)	201 – 1658 Foster's Way Delta, B.C. V3M 6S6	(604) 526-0441 Fax (604) 526-6343

OTHER PARTIES FOR INFORMATION

William P. Hite, General President

Mark McManus, General Secretary-Treasurer
Thomas McNamara, National Sprinkler Advisory Chairman
Three (3) Park Place Annapolis, Maryland 21404 Tel: (410) 269-2000

John Telford, U.A. Director of Canadian Affairs Tel: (613) 565-1100
442 Gilmour Street, Ottawa, ON K2P 1P9 Fax: (613) 565-1200

Robert Kinsey**,** International Representative Tel: 780.418-8008
9 Laurent Place, St. Albert – AB T8N 4N5 Fax: 780.470-8006

Steve Morrison, Special Representative Tel (519) 880-0836
424 New Dundee Rd. Kitchener, ON N2P 2N7

Larry Cann, -Administrative Assistant to the General President Tel: 613-565-1100
442 Gilmour Street, Ottawa, ON K2P 1P9 Fax: 613-565-1200

James MacDonald, International Representative Tel: 506-276-3216
P.O. Box 9007 Woodstock, NB E7M 6B5

John Galt, Canadian Automatic Sprinkler Association Tel (905) 477-2270
335 Renfrew Drive, Suite 302, Markham, ON L3R 9S9 Fax (905) 477-3611

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Appendix I (Wage Schedules)