

**CANADIAN RESIDENTIAL FIRE SPRINKLER
COLLECTIVE AGREEMENT**

Between the

**CANADIAN AUTOMATIC
SPRINKLER ASSOCIATION**

And

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

Of the

UNITED ASSOCIATION

Of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of the
United States and Canada

May 1st, 2019 to April 30th, 2022

INDEX

Article	Page
I. Recognition	1
II. Jurisdiction of Work	1
III. Territorial Jurisdiction	2
IV. Scope of Work	2
V. Union Security.....	4
VI. Hiring Procedures	4
VII. Union Dues Check-Off	5
VIII. National Sprinkler Joint Training and Apprenticeship Committee (JTAC)	6
IX. Hours of Work	7
X. Overtime	7
XI. Wages	8
XII. Vacation and Statutory Holiday Pay	10
XIII. Bereavement Leave and Pay	10
XIV. Free Zone Limits	11
XV. Daily Travel	11
XVI. Transportation and Living Expenses	13
XVII. Pay Day	15
XVIII. National Sprinkler Industry Joint Training Fund	15
XIX. Insurance Fund	16
XX. Sprinkler Industry Pension	17
XXI. Labour Service Fee & Association Industry Fund	18
XXII. Tools	19
XXIII. Sub-Contracting	19
XXIV. No Strike or Lockout	19
XXV. Discrimination	20
XXVI. Working Conditions	20
XXVII. Union Representatives	20
XXVIII. Grievance Procedure	20
XXIX. Reporting Time	22
XXX. On the Job Injury	22
XXXI. Savings Clause	22
XXXII. Default of Payment	23
XXXIII. Targeting Clause	24
XXXIV. Duration of Agreement	25
XXXV. Renewal of Agreement	25
XXXVI. <u>Standard for Excellence</u>.....	28
XXXVII. <u>UA Locals with Sprinkler Jurisdiction</u>.....	36
XXXVIII. <u>Other Parties for Information</u>.....	
XXXIX. <u>United Association Ontario Locals</u>.....	

COLLECTIVE AGREEMENT

This Residential Fire Sprinkler Agreement made this **1st day of May, 2019** 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 Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United states and Canada, AFLCIO, CLC (hereinafter referred to as the “United Association, “Union” or UA”) for and on behalf of Local Unions 56, 740, 325, 853, 254, 179, 488, 496, 170 and 324.

ARTICLE I RECOGNITION

- 1.01 The Canadian Automatic Sprinkler Association for and on behalf of its Employer members and all other employing Employers becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all Journeyman 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.

ARTICLE II JURISDICTION OF WORK

- 2.01 The territorial jurisdiction covered by this Residential Fire Sprinkler Agreement shall be determined by the United Association as set forth in the attached Appendices and may be established nationally on a province-by-province, or project-by-project basis, as determined necessary by the United Association for the term specified in the Appendices. The Territorial Jurisdiction covered by this Residential Fire Sprinkler Agreement will be Canada.
- 2.02 UA shall have jurisdiction of all Residential Fire Sprinkler work performed under this Agreement. No Local Union shall have territorial jurisdiction over Residential Fire Sprinkler work under this Agreement, except as specifically determined by the UA. The UA shall have the authority to reassign territorial jurisdiction at any time.
- 2.03 The union shall accept all materials 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.

ARTICLE III TERRITORIAL JURISDICTION

- 3.01 This Residential Fire Sprinkler Agreement applies to Canada, excluding the Province of Quebec, coming under the jurisdiction of its Local Unions 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.
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 portion 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 Mainland of British Columbia.

ARTICLE IV SCOPE OF WORK

- 4.01 This Residential Agreement shall apply to all Residential Fire Sprinkler work which is defined as any work in connection with the installation and maintenance of fire sprinkler systems for residential dwelling occupancies up to a maximum of four stories in height above grade, including service, utility, storage, garage, and support units built in conjunction with the residential units. This type of work shall be performed by Journeypersons and Apprentices who shall be paid at the rate of compensation as per clause 11.01, Article XI. (see 5.01 C. for British Columbia Local 170)
- 4.02 This Residential Agreement shall apply to Residential Fire Sprinkler work for high rise residential buildings. This type of work shall be performed by Journeypersons

and Apprentices who shall be paid at the rate of compensation as per clause 11.02, Article XII.

- 4.03 This Residential Agreement shall also include any and all Residential Fire Sprinkler work or work of a similar nature, within the jurisdiction of the United Association, as mutually agreed by the parties.
- 4.04 This Residential Agreement shall apply to Residential Fire Sprinkler work for Retirement Homes but does not pertain to buildings that are regulated as Long-Term Care Facilities. This type of work shall be performed by Journeypersons and Apprentices who shall be paid at the rate of compensation as per clause 11.02, Article XI.

For the purposes of determining the buildings that fall under this article Retirement Homes shall be classified as the following:

Any Structure Provincially designated as a Retirement Home and or:

- (a) that is occupied primarily by persons who are 65 years of age or older,
- (b) where the operator of the home makes at least two care services available, directly or indirectly, to the residents defined below which are utilized by the majority of the residents.

Care services consist of the following:

- (1) a prescribed health care service provided by a member of a college as indicated by provincial regulations.
- (2) administration of a drug, as defined by provincial regulations
- (3) assistance with feeding
- (4) assistance with bathing
- (5) continence care
- (6) assistance with dressing
- (7) assistance with personal hygiene
- (8) provision of a meal
- (9) any other service prescribed as a care service by provincial regulation

(10) any other service prescribed as a care service on a continual basis. Also needs clear definition.

ARTICLE V UNION SECURITY

- 5.01 The Employer will employ as Employees, members of the Union in the performance of Residential Fire Sprinkler work within the scope of this Residential Fire Sprinkler Agreement and will continue in its employ only Employees who are members in good standing with the Union.
- 5.02 Members of the Union will not be permitted to work for any Employer unless he receives equal conditions, wages and benefits as provided for in this Residential Fire Sprinkler Agreement.
- 5.03 Members of the Union will not be permitted to work for any Employer who is not a signatory of this Residential Fire Sprinkler Agreement.
- 5.04 If the Union is requested to dispatch workers to an Employer whom there has been no referral under this current Agreement, the Union will promptly notify C.A.S.A., and further will ensure that the Employer becomes immediately signatory thereto, either by signing the agreement or a letter of understanding.

ARTICLE VI HIRING PROCEDURES

- 6.01 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 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.
- 6.02 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 Employees 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 clause 7.01, Article VII. Employees must meet the educational qualifications of the respective Local Joint Training and Apprenticeship Committee.
- 6.03 The Employer shall not discriminate against any Employee by reason of the Employee's age, membership in the Union or the Employee's participation in its lawful activities but may discharge any Employee for just and sufficient cause.

- 6.04 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.

ARTICLE VII UNION DUES CHECK-OFF

- 7.01 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.
- 7.02 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 who have no hours to report under this Collective Agreement are required to file a "nil report" declaring such hours.
- 7.03 Employers who fail to remit dues or contributions to trust funds within the time limits set forth in the Agreement will have their Employees removed from the job site fourteen (14) days after the due date. This clause will not be deemed a violation of this Agreement.
- 7.04 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 worked 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 as per the applicable wage schedule.
- 7.05 For each hour worked there shall be a deduction of \$0.20. This shall be remitted as follows. All provisions to be out of package.
- \$0.05 to U.A. Canadian Training Fund, remitted to the National JTAC.
- \$0.05 to U.A. Organizing & Promotion Fund, remitted to the National JTAC.
- \$0.10 to the Local Union remitted to Local Unions.
- 7.06 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 C.A.S.A. office no later than ninety (90) days prior to the above dates and must be accompanied by revised Wage Schedules.

- 7.07 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 VIII
NATIONAL SPRINKLER INDUSTRY JOINT TRAINING &
APPRENTICESHIP COMMITTEE (JTAC)**

- 8.01 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.
- 8.02 In order to ensure the Residential Fire Sprinkler Industry of an adequate supply of qualified Journeypersons and Apprentices, the Employer and the Union agrees to maintain the National Sprinkler Industry Joint Training and Apprenticeship Committee of Canada.
- 8.03 The selection of Apprentices prior to employ shall be the full responsibility of the Local Union or the employer subject to clause 6.01 of Article VII.
- 8.04 It shall be the responsibility of the National Sprinkler Industry Joint Training and Apprenticeship Committee to establish the necessary mandatory courses for the advancement and up-grading of Journeymen in the industry.
- 8.05 All Apprentices and Journeypersons as a condition of employment agree to accept the course of training, either by school or correspondence, provided by the National Sprinkler Industry Joint Training and Apprenticeship Committee.
- 8.06 All Apprentices shall be governed by rules and regulations established by the National Sprinkler Industry Joint Training and Apprenticeship Committee.
- 8.07 The ratio of Journeypersons and Apprentices on site shall be determined by Provincial Legislation.
- 8.08 Should the demand for workers exceed the ability of the Local Union to supply, the union will not restrict the Employer from hiring under clause 6.02 of Article VI - Hiring Procedures.
- 8.09 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 Sprinkler Industry Joint Training and Apprenticeship Committee.

ARTICLE IX HOURS OF WORK

- 9.01 Forty (40) hours shall constitute the standard work week. Eight (8) consecutive hours shall constitute a standard workday with such eight hours being worked between the hours of 7:00 a.m. and 7:00 p.m. Monday to Saturday inclusive, based on the mutual consent of the Employee and the Employer.

ARTICLE X OVERTIME

- 10.01 All work executed in excess of eight (8) hours per day from Monday to Saturday shall be considered overtime.
- 10.02 All work performed in excess of forty (40) hours per week will be considered overtime and paid at a rate of "time and a half" (1½) the regular rate.
- 10.03 All work performed on Sundays and the following recognized statutory holidays shall be paid for at "double (2) time" the regular rate.

New Year's Day **(N)**

Family Day **(N)**

Good Friday **(N)**

Thanksgiving Day **(N)**

Remembrance Day **(N)**

Christmas Day **(N)**

Boxing Day **(N)**

Heritage Day (Alberta only)

Easter Monday (B.C. only)

Victoria Day **(N)**

Labour Day **(N)**

Friday before B.C. Day (B.C. only)

Friday before Labour Day (B.C. only)

Louis Riel Day (Manitoba Only)

Civic Holiday **(N)**

Canada Day (N)

B.C. Day

- 10.04 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.
- 10.05 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. Any legislative provision that arises in any Province, all benefits and vacation will be out of the “Total Wage Package” contained in this agreement.

10.06 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.

ARTICLE XI WAGES

11.01 The Total Residential Wage Package to be paid to all Residential Journeypersons for Residential Fire Sprinkler work for non-transient residential dwelling occupancies up to a maximum of four stories in height above grade, as described in clause 4.01, Article IV, shall be as follows:

Local	<u>May 1, 2019</u>	<u>MAY 1, 2020</u>	<u>MAY 1, 2021</u>
740	<u>\$53.56</u>	<u>\$54.43</u>	<u>\$55.52</u>
325	<u>\$50.10</u>	<u>\$51.10</u>	<u>\$52.11</u>
853 Metro	<u>\$62.69</u>	<u>\$64.03</u>	<u>\$65.36</u>
853 Cent.	<u>\$61.12</u>	<u>\$62.40</u>	<u>\$63.68</u>
853 East	<u>\$60.36</u>	<u>\$61.62</u>	<u>\$62.88</u>
853 West	<u>\$59.88</u>	<u>\$61.12</u>	<u>\$62.38</u>
254	<u>\$57.38</u>	<u>\$58.13</u>	<u>\$58.88</u>
179	<u>\$53.75</u>	<u>\$54.25</u>	<u>\$54.75</u>
488	<u>\$53.53</u>	<u>\$54.60</u>	<u>\$55.69</u>
496	<u>\$53.53</u>	<u>\$54.60</u>	<u>\$55.69</u>

11.02 The Total Residential Wage Package to be paid to all Residential Journeypersons for Residential Fire Sprinkler work for high rise residential buildings, as described in clause 4.02, Article IV shall be as follows:

Local	<u>May 1, 2019</u>	<u>MAY 1, 2020</u>	<u>MAY 1, 2021</u>
740	<u>\$53.36</u>	<u>\$54.43</u>	<u>\$55.52</u>
325	<u>\$50.10</u>	<u>\$51.10</u>	<u>\$52.11</u>
853-Metro	<u>\$65.29</u>	<u>\$66.69</u>	<u>\$68.09</u>
853-Eastern	<u>\$62.84</u>	<u>\$64.16</u>	<u>\$65.48</u>
853-Central	<u>\$63.64</u>	<u>\$64.98</u>	<u>\$66.32</u>
853-Western	<u>\$62.33</u>	<u>\$63.64</u>	<u>\$64.95</u>
254	<u>\$57.38</u>	<u>\$58.13</u>	<u>\$58.88</u>

179	<u>\$58.55</u>	<u>\$59.05</u>	<u>\$59.55</u>
488	<u>\$53.53</u>	<u>\$54.60</u>	<u>\$55.69</u>
496	<u>\$53.53</u>	<u>\$54.60</u>	<u>\$55.69</u>

11.03 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.

After successful completion of the probationary period (3 months), 50% of the Journeyperson's applicable wage rate will apply.

After successful completion of the first year's Apprentice Period, 60% of the Journeyperson's applicable wage rate will apply.

After successful completion of the second year's Apprentice Period, 70% of the Journeyperson's applicable wage rate will apply.

After successful completion of the third year's Apprentice Period, 80% of the Journeyperson's applicable wage rate will apply.

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

11.04 The Apprentice shall be paid the applicable increase from the anniversary date of the Employee's employment in the industry. The increase shall be contingent upon successful completion of the Employee's Apprenticeship year. The anniversary date of the Employee's employment is not the end of the Employee's probationary period or the day he is initiated into the Union. The Apprenticeship year shall be defined as a minimum of 1800 hours.

11.05 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 Journeyman's wage rate specified above.

11.06 Agree to discuss Low-Rise Residential Standard Dwelling Unit Wage Rate (SDUR) with a committee to report 90 days of the signing of the contract for inclusion in this agreement which will be covered by a Letter of Understanding.

**ARTICLE XII
VACATION AND STATUTORY HOLIDAY PAY**

- 12.01 Vacation pay shall be paid at the rate of 6% of the gross hourly pay earned. Statutory holiday pay shall be paid at the rate of 4% of the gross hourly pay earned to cover statutory holidays.
- 12.02 Gross earnings shall not include contributions to funds. Vacation pay at 6% and Statutory holiday pay at 4% will be included in an Employee's weekly wages, with income tax deducted weekly and out of the package.
- 12.03 The members of the union should cooperate with Employers in arranging their vacations previous to the vacation period.
- 12.04 Saskatchewan members upon completion of 10 years of service shall receive 12% vacation and statutory holiday pay.

**ARTICLE XIII
BEREAVEMENT LEAVE AND PAY**

- 13.01 An apprentice or journeyman employee will be granted up to three (3) full days leave of absence with pay between Monday and Friday inclusive 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 internment or celebration of life. If this article is less than applicable Provincial Legislation shall apply.

**ARTICLE XIV
FREE ZONE LIMITS**

- 14.01 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 kilometer radius of the City Hall for that City or Town:
- (A) In Ontario, the Free Zone Limits shall be a 35 kilometer radius from the City Hall in each City or Town where the "Shop" is established and employees are dispatched from, to the project which 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 (40) forty road kilometers from the center 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 center.
- (C) The Free Zone limit for Winnipeg shall be inside the Perimeter Highway.
- (D) In Alberta, the Free Zone Limits shall be up to fifty (50) road kilometers from city center of Edmonton and Calgary. In Saskatchewan, the Free Zone Limits shall be up to fifty (50) road kilometers from the city centers 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 XV DAILY TRAVEL

- 15.01 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 5,000 kilometers and a lower rate for additional kilometers. 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 15.02, Article 15.03 and 15.04 – the rate shall change to that established between CASA and the UA above.
- 15.02 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 per day when travelling over 35 and up to a 80 kilometer 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 per day when travelling over 80 and up to a 105 kilometer 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.

- 15.03 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 15.01 per kilometer plus time required to travel.
- 15.04 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 15.01 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.
- 15.05 In the Province of Nova Scotia employees working outside the free zone of Halifax and Dartmouth up to seventy kilometers (70) from the free zone shall be paid a mileage rate as stated in paragraph 15.01.
- 15.06 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.
- 15.07 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 XVI TRANSPORTATION AND LIVING EXPENSES

- 16.01 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 on May 1, 2019 - \$127.00, May 1, 2020 - \$131.00, May 1, 2021 - \$135.00 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 expensed 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 kilometers outside the city center, or in Manitoba, outside the free zone limits where they cannot return home daily, the Employer shall pay living expenses May 1, 2019 - \$147.00, May 1, 2020 - \$151.00, May 1, 2020 - \$155.00 for each day worked. On jobs located over two hundred (200) road kilometers outside the free zone limits (Manitoba) or City Center (Saskatchewan/Alberta), expenses shall be paid on the basis of seven (7) 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 kilometers 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 Province of New Brunswick, Nova Scotia and Newfoundland when employees are required by the employer to travel to a job up two hundred (200) road kilometers outside the free zone limits, living allowances shall be paid at **May 1, 2019 - \$127.00, May 1, 2020 - \$131.00, May 1, 2021 - \$135.00** 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.

- 16.01(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 expensed of **May 1, 2019 - \$127.00, May 1, 2020 - \$131.00, May 1, 2021 - \$135.00** for days worked when travelling over a 105 kilometer and up to 200 kilometer radius of 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.
- 16.01(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, 2019 - \$127.00, May 1, 2020 - \$131.00, May 1, 2021 - \$135.00** per day based on seven (7) days per week when travelling beyond the two hundred (200) kilometer radius of 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.
- 16.02 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.
- 16.03 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.
- 16.04 If a statutory holiday, as per **10.03** occurs during any week, the employee will be paid normal expenses for the holiday provided they have worked the normal days preceding and following such holiday.
- 16.05 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 be on actual hours of travel to a maximum of twelve (12) hours in a twenty – four (24) period** 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 CASA and the UA 13.01 per kilometer plus time required to travel.

16.6 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.

16.07 In the event a project is located more than a three hundred (300) kilometer radius from the city center, or in areas inaccessible by automobile the Employer agrees the worker will be allowed trip home for each thirty (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 (7) 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 kilometer 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.

16.08 The following work schedules may be implemented for isolated areas of the island of Newfoundland and for all areas of Labrador by mutual consent between the Contractor, Contractor Association and the Local Union Business Manager:

14 days on 7 days off

21 days on 7 days off

28 days on 7 days off

ARTICLE XVII PAY DAY

17.01 Pay day shall be once a week. The Employees are to be paid at the option of the Employer in cash, negotiable payroll cheques, or direct bank deposit, before the end of the shift. The payroll period each week shall end on the Saturday at midnight to coincide with an insurable week for E.I. purposes. If any 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.

17.02 Pay for work done in a standard work week shall be due and payable before and 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. Where an Employee does not have the ability to receive an electronic copy of their paystub they shall have the option to receive a paper copy.

- 17.03 If pays are not forthcoming as prescribed above, the Employer upon request will make provision to advance monies.
- 17.04 All deductions and contributions, such as employment insurance, income taxes, union dues, pension, hours of labour, welfare and joint training shall be shown clearly on a separate statement with the Employees pay.
- 17.05 If an Employee is laid off, fired, or quits, all accrued wages shall be paid within five working days of termination of employment either in person or be certified mail postmarked within **two** working days of termination of employment, to the address on record. Such pay shall be accompanied by the Employee's record of employment slip and Apprentice record where applicable.
- 17.06 Should such Employee not be paid in accordance with clause 16.05 of Article XVI, the Employee shall be paid at the Employee's regular rate of pay while waiting to be paid.

**ARTICLE XVIII
NATIONAL SPRINKLER INDUSTRY
JOINT TRAINING AND INDUSTRY FUND**

- 18.01 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.
- 18.02 Each contractor shall pay to this fund, ten (\$0.10) 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 (\$0.10) cents will come out of the wage package. Five (\$0.05) cents per hour to the National Sprinkler Industry Joint Training and Apprenticeship Fund and five (\$0.05) cents per hour to the United Association Industry Enhancement Fund.

Each contractor shall remit five (\$0.05) cents to be taken out of the wage package to UA Canada's Health and Wellness Program.

Each contractor shall remit one (\$0.01) cent to be taken out of the wage package to the Canadian Building Trades.

For a total of **(thirty – nine (\$0.39)** cents for training.

- 18.03 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.
- 18.04 Each contractor shall remit on (\$0.01) cent to the Union’s “Political Action Committee” fund (P.A.C.) taken out of the wage package. Each employer shall remit five (\$0.05) cents to the Union’s “Sprinkler Administration” fund taken out of the wage package
- 18.05 Where not already established each Local Union will establish a local Sprinkler Training Fund to be funded out of the package.

ARTICLE XIX INSURANCE FUND

- 19.01 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	<u>May 1/19</u>	<u>May 1/20</u>	<u>May 1/21</u>
Newfoundland	<u>2.25</u>	<u>2.25</u>	<u>2.25</u>
New Brunswick & PEI	<u>3.05</u>	<u>3.10</u>	<u>3.15</u>
Ontario	2.87	<u>2.97</u>	<u>3.07</u>
Manitoba	<u>1.89</u>	<u>1.89</u>	<u>1.89</u>
Saskatchewan	<u>1.84</u>	<u>1.84</u>	<u>1.84</u>
Alberta & NWT Local 488	<u>2.04</u>	<u>2.04</u>	<u>2.04</u>
Alberta Local 496	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>

- 19.02 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.
- 19.03 If the rates as noted in 19.01 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 7.05.

- 19.04 In the Province of Ontario contractors shall remit an additional four (4) cents per hour earned to the DeNovo Center through the health and welfare contribution, two (2) cents shall be an employee payment and two (2) cents an employer payment.
- 19.05 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 three (0.03) cents per hour.
- 19.06 **The parties to this Collective Agreement agree two (\$0.02) cents to H2H (Helmets to Hardhats). One (\$0.01) cent contributed by the Contractor and one (\$0.01) cent from the employee's wage package.**

ARTICLE XX SPRINKLER INDUSTRY PENSION

20.01 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 contribution on an hours earned basis, rates as noted below, for all employees covered by this Collective Agreement, excluding British Columbia and Inspection Employees. Such pension fund hours shall accumulate for one month period and be submitted to the administration office before the fifteenth (15) 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 1/19	May 1/20	May 1/21
Newfoundland	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	4.50	4.75	5.00
Alberta Local 496	4.75	5.00	5.25

- 20.02 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.
- 20.03 All employees covered by this plan must become members and continue membership in the Union, excluding British Columbia and inspection employees.

ARTICLE XXI LABOUR SERVICE FEE AND ASSOCIATION INDUSTRY FUND

- 21.01 All Employers signatory to this Agreement shall be assessed a Labour Service Fee of \$0.04 per man-hour worked payable to the Canadian Automatic Sprinkler Association.
- 21.02 All Employers bound by this Agreement shall contribute \$0.21 per man-hour worked to the Association Industry Fund. The Association Industry Fund shall be administered by the Board of Directors of the Canadian Automatic Sprinkler Association.
- 21.03 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 XXII TOOLS

- 22.01 With the exception of tape measure, 8" level, and 10" adjustable wrench, 10" channel locks and safety boots, the Employer shall furnish all tools and equipment, including compulsory safety equipment and the Employees shall see that all tools, equipment and material are put in their proper places and that chests or lockers are left in a place as safe from theft or damage as possible.

ARTICLE XXIII SUB-CONTRACTING

- 23.01 The Employer will not sublet or contract out any pipe fabrication or installation work covered herein, unless the Employer to whom the work is sublet has an agreement either with the United Association or any of its Local Unions.
- 23.02 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.
- 23.03 When a job has been targeted and the Employer is successful in being awarded the job that Employer shall not be allowed to subcontract this work.

ARTICLE XXIV NO STRIKE OR LOCKOUT

- 24.01 The Employer and the Union agree that there shall be no strike or lockout during the life of this Agreement.
- 24.02 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 XXV DISCRIMINATION

- 25.01 The Employer shall not discriminate against any Employee for reason of the Employee's membership in the Union or the Employee's participation in lawful activities.
- 25.02 There shall be no discrimination against any Employee for reasons of sex, race, colour, creed or age.
- 25.03 Absence required for an Apprentice attending trade school, or 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 the Employee's employment or attendance record.

ARTICLE XXVI WORKING CONDITIONS

26.01 Employees shall be permitted once during each half shift to a rest break. Both parties agree there shall not be abuses in respect to time taken for rest breaks.

ARTICLE XXVII UNION REPRESENTATIVES

27.01 Union representatives shall have access to projects during working hours after notifying the Employer or the Employer's 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. The Employee shall not be subject to penalty or loss of employment other than those hours the Employee is 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 of 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 the Employee's immediate superior and, if not settled within twenty-four (24) working hours;
- (B) Between the grieved Employee and the Employee's 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; If the grievance is for delinquencies, only then the delinquent contractor shall pay all costs for the arbitrators expenses.
- (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 journeyman 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.

28.02 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.

28.03 The decision of 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.

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

28.05 If a grievance is filed by the Union or the Employer, the procedure shall commence at clause 28.01, step (C), Article XXVIII.

28.06 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 two (2) 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 the Employee's work shift, the Employee shall be paid as if the Employee 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 the Employee's foreman 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 Employer, individually or through any group or Association, economic and/or other terms and conditions more favourable to the Employer than those contained in this Agreement for any category of residential fire sprinkler work, those same terms and conditions shall immediately be extended to all Employers signatory to this Agreement.

ARTICLE XXXII DEFAULT OF PAYMENT

32.01 If any Employer 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 Employer 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 Employer is in default. The failure to pay each month shall constitute a separate offence, and shall subject the Employer to the 10% payment. Thereafter interest shall run at the rate of 2% per month (26.92% per annum) on any unpaid arrears, including liquidated damages.

32.02 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 the Employee's 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.

32.03 Following notification by the Business Manager and at the discretion of the Trustees of the Health & Welfare and/or Pension Funds, Employers 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.

32.04 The foregoing "Default of Payment Clause" shall apply to the following funds:

- Article VIII Monthly Dues and Field Dues
- Article VIII National Sprinkler Industry Joint Training & Apprenticeship Fund
- Article VIII UA Organizing and Promotion Fund
- Article XIII Vacation and Statutory Holiday Pay
- Article XXIII Labour Service Fee and Association Industry Fund

32.05 If any Employer 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, then in addition to any other remedy available to the Local Union, such defaulting Employer shall pay to the trustees, as liquidated damages and not as a penalty, an amount equal to 5% of the arrears for each month or part thereof during which such default continues. The said damages shall become due and payable upon the 21st day of the month following the month for which contributions were to be made. The 5% of the said arrears shall become due and be payable by such Employer on the 21st day of each successive month while default continues. For the purpose of calculating the 5% as aforesaid, "arrears" shall be deemed to include all accumulated damages remaining unpaid.

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 fulfillment 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 are to be established in accordance with clause 7.06 of Article VII.

33.03 Enabling Provisions

A Local Union and their corresponding Local CASA Representatives, in order to stay competitive, may amend the terms and conditions of this agreement in their geographic area. Any such amendments must be approved by CASA and the United Association.

Should the local parties be unable to reach an agreement on enabling they may appeal, in writing, to CASA and the United Association for a decision and that decision will be final and binding on the parties.

Amendments may be undertaken in respect to the following:

- 1) All work undertaken under this collective agreement, or any part thereof, define
- 2) The location of the work, be it a specific geographic area or the entire area under the parties jurisdiction,
- 3) The duration of the amendment, not to extend past the expiration of this collective agreement.

Any of the following may be rightfully considered for amendment:

- 1) Wages, including overtime pay and shift differential,
- 2) Accommodation and/or Travel allowances,
- 3) Apprentice ratios,
- 4) Hours of work and work schedules

**ARTICLE XXXIV
DURATION OF AGREEMENT**

34.01 The duration of this Agreement shall be from:
May 1st, 2019 through April 30th, 2022

**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 a written notice, this Agreement shall remain in force from year to year, until written notice of thirty (30) 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 unit discontinued by notice in writing from either party.



**CANADIAN STANDARD FOR
EXCELLENCE DISCIPLINARY GUIDELINE**



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

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

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

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

PROGRESSIVE DISCIPLINARY GUIDELINE

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

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

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

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

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

This warning clearly will normally specify discharge as the result of another infraction. This step may be repeated, however, for example, a one-day, and 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 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 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 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 any 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 <u>325</u> (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)	402 Solomon Drive Regina, Saskatchewan S4N 5A8	(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

Mark McManus, General President

Patrick Kellet, General Secretary-Treasurer

Bradley Karbowsky, National Sprinkler Advisory Chairman
Three (3) Park Place Annapolis, Maryland 21404

Tel: (410) 269-2000

Terence Snooks, U.A. Director of Canadian Affairs
442 Gilmour Street, Ottawa, ON K2P 1P9

Tel: (613) 565-1100
Fax: (613) 565-1200

Heiko Wiechern, International Representative
Box 343, Sanford MB, R0G 2J0

Tel: 780.418-8008
Fax: 780.470-8006

Greg Mitchell, Special Representative
442 Gilmour Street, Ottawa, ON K2P 1P9

Tel (519) 880-0836

Terry Webb-Administrative Assistant to the General President
442 Gilmour Street, Ottawa, ON K2P 1P9

Tel: 613-5651100
Fax: 613-565-1200

Bruce Myles, International Representative
2577 Route 121, Riverbank, NB, E5T 4M7

Tel: 506-276-3216

John Galt, Canadian Automatic Sprinkler Association
315 Renfrew Drive, Suite 302, Markham, ON L3R 9S7

Tel (905) 477-2270
Fax (905) 477-3611

Global Benefit Plan Consultants Inc.
88 St. Regis Crescent S, North York, ON, M3J 1Y8

Tel (416)635-6000
Fax (416) 635-6464

Ministry of Education and Training
22nd Floor, Mowat Block, 900 Bay Street, Toronto, ON M7A 1L2

Tel (416) 325-2929
Fax (416) 325-616

James Hogarth, Business Manager, Ontario Pipe Trades Council
400 Dundas Street East Whitby, Ontario L1N 0K1

Tel 905-665-3500
Fax 905-665-3400

UNITED ASSOCIATION ONTARIO LOCALS

Local 46 (Toronto)	936 Warden Avenue Scarborough, Ontario M1L 4C9	(416) 759-6791 Fax (416) 759-7346
Local 67 (Hamilton)	104-195 Dartnall Rd Hamilton, Ontario L8W 3V9	(905) 385-0043 Fax (905) 385-3467
Local 71 (Ottawa)	1250 Ages Drive Ottawa, ON K1G 5T4	(613) 728-5583 Fax (613) 728-7242
Local 401 (Kingston)	25 Terry Fox Drive Kingston, Ontario K7M 7K5	(613) 547-1153 Fax (613) 544-1099
Local 401 (Lakeshore)	26 Caristrap Street, Unit 3 Bowmanville, Ontario L1C 3Y7	(905) 623-1666 Fax (905) 623-8735
Local 527 (Kitchener)	225 Frobisher Drive Waterloo, Ontario N2V 2G4	(519) 746-3300 Fax (519) 746-7660
Local 527 (Windsor)	3429 St. Etienne Blvd. Windsor, Ontario N8W 5B1	(519) 946-9995 Fax (519) 946-9996
Local 527 (London)	523 First Street London, Ontario N5V 4V1	(519) 455-5630 Fax (519) 659-7831
Local 46 (Barrie)	Box 613, 295 Edgehill Drive Barrie, Ontario L4M 4V1	(705) 722-3006 Fax (705) 722-0754
Local 628 (Thunder Bay)	959 Alloy Drive Thunder Bay, Ontario P7B 5W4	(807) 623-1041 Fax (807) 623-0403
Local 663 (Sarnia)	1151 Confederation Street Sarnia, Ontario N7S 3Y5	(519) 337-6569 Fax (519) 332-3054
Local 67 (Niagara)	P.O. Box 8 Thorold, Ontario L2V 3Y7	(905) 227-6660 Fax (905) 227-3183
Local 787 (Ontario Refrig.)	419 Deerhurst Drive Brampton, Ontario L6T 5K3	(905) 790-1019 Fax (905) 790-1022
Local 800 (Sudbury)	1640 Bancroft Drive Sudbury, Ontario P3B 1R8	(705) 560-3800 Fax (705) 560-3167

Local 800
(Sault Ste. Marie)

235 Drive-In Road
Sault Ste. Marie, Ontario P6B 5X5

(705) 759-4799
Fax (705) 759-6663

Local 853
(Ont. Sprinkler)

60 Shields Court
Markham, Ontario L3R 9T5

(905) 477-6022
Fax (416) 498-5141