

COLLECTIVE AGREEMENT

Between the

CANADIAN AUTOMATIC SPRINKLER ASSOCIATION

and

LOCAL UNIONS 56, 179, 254, 488, 496, 740,
170,799 and 853

of the

UNITED ASSOCIATION

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

JUNE 9, 2004 TO APRIL 30, 2007

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COLLECTIVE AGREEMENT

This Agreement made this 9th day of June, 2004 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 for and on behalf of Local Unions 56, 179, 254, 488, 496, 740, 799, 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 journeymen 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 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, CO₂ 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 and thermal 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 his 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 Journeymen 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. journeyman. The number of journeymen 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. journeymen 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 799:	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: <p style="margin-left: 40px;">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.</p> <p style="margin-left: 40px;">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 from the junction of Cumberland and Arther Streets in the city of Thunder Bay, but excluding the city of Thunder Bay.</p> <p style="margin-left: 40px;">Zone 3 - Ontario West. The Province of Ontario west of said line B, and including the city of thunder Bay.</p> <p style="margin-left: 40px;">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.</p>
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.
<u>Local Union 170</u>	<u>The Province of British Columbia.</u>

ARTICLE IV UNION SECURITY

4.01 The Employer will employ as Employees, members of the Union in the performance of all 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 he receives 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 C.A.S.A., 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 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 workmen 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 his age, membership in the Union or his 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.

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.

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.

Local (as of June 5, 2001)		Inception/Change Date
853	Field Dues	0.35¢/hour June 27, 1992
853	Building Fund	0.20¢/hour June 27, 1992
853	Tuition and Income Support Fund	0.30¢/hour May 1, 1999
<u>853</u>	<u>DeNovo</u>	<u>0.02¢/hour</u> <u>June 9, 2004</u>
740	Market Enhancement Trust Fund	0.50¢/hour August 30, 1998
740	740 Sprinkler Fitter Training Fund	0.35¢/hour August 30, 1998
56	Building Fund	0.25¢/hour June 5, 2001
56	Market Enhancement Trust Fund	0.50¢/hour January 1, 1999
56	Recreation Fund	0.05¢/hour June 5, 2001
254	Industry Promotion	0.10¢/hour July 10, 1992
254	Piping Industry Training Committee	0.03¢/hour
		1% of
254	Working Field Dues	Gross
254	Manitoba Industry Prom./Bldg. Trades	0.15¢/hour May 26, 1998
179	Saskatchewan Building Trades Council	0.05¢/hour May 22, 1998
179	Piping Industry Training Committee	0.03¢/hour
179	Piping Industry Training Committee	0.05¢/hour May 1, 1999
		1% og
179	Working Field Dues	Gross
496	Supplemental Benefits Trust	0.03¢/hour July 10, 1992
496	Market Enhancement Trust Fund	\$1.25/hour May 1, 1994
496	Alberta & NWT (District of MacKenzie)	
	Building Trades Council	0.05¢/hour May 14, 1998
488	Supplemental Benefit Trust	0.03¢/hour July 10, 1992
488	Market Enhancement Trust Fund	\$1.75/hour May 1, 1994
488	Alberta & NWT (District of MacKenzie)	
	Building Trades Council	0.05¢/hour May 9, 1998
488	Organizing	0.25¢/hour June 5, 2001
799	Union Administration	0.30¢/hour June 5, 2001
799	Market Enhancement Trust Fund	0.75¢/hour June 5, 2001

- 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 C.A.S.A. 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 journeymen 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 journeymen 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 maximum of only one (1) apprentice employed to each two (2) journeymen on any one job, excepting those jobs which require only two men, then one apprentice may be assigned to work with the journeyman in charge of the job. However, the above exception does not allow Employers to exceed the ratio of one apprentice for each two journeymen as applied to the total work force of the shop.

Should the demand for workers exceed the ability of the Local Union to supply, the above ratio of one apprentice for each two journeymen will not restrict the Employer from hiring under Item 5.02 of Article V - Hiring Procedures.

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.

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 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 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).

9.02A If a work week other than 36 hours per week or 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	Labour Day	Good Friday
Thanksgiving Day	Victoria Day	Remembrance Day
Civic Holiday	Christmas Day	Dominion Day
Boxing Day	Family Day (Alberta only)	Heritage Day
<u>Easter Monday (B.C. Only)</u>	<u>Friday before B.C.Day (B.C. Only)</u>	<u>Friday before Labour</u>
<u>Day(B.C. Only)</u>		
<u>B.C. Day</u>		

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.

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 five (5) consecutive work shifts in accordance with Article VIII - Hours of Work, excluding Saturdays, Sundays, or holidays as per Article 9.03 above.

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 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 36 hours or 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 15% shift premium.

9.07 In the Province of Ontario where the Local Union and C.A.S.A. identify said project as a retrofit project, the 15% shift premium shall be eliminated and up to a 40 (forty) hour work week (five 8 hour shifts or four 10 hour shifts) can be performed not to include the day shift.

ARTICLE X WAGES

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

Province	<u>June 9, 2004</u>	<u>May 1/05</u>	<u>May 1/06</u>
Newfoundland	<u>36.22</u>	<u>37.22</u>	<u>38.22</u>

Nova Scotia	<u>35.82</u>	<u>36.82</u>	<u>37.82</u>
New Brunswick & P.E.I.	<u>37.11</u>	<u>38.16</u>	<u>39.21</u>
Ontario East	<u>42.38</u>	<u>43.48</u>	<u>44.68</u>
Ontario Central	<u>43.10</u>	<u>44.20</u>	<u>45.40</u>
Ontario West	<u>41.91</u>	<u>43.01</u>	<u>44.21</u>
Ontario Toronto	<u>44.10</u>	<u>45.45</u>	<u>46.90</u>
Manitoba	<u>38.60</u>	<u>39.45</u>	<u>40.30</u>
Saskatchewan	<u>38.52</u>	<u>39.37</u>	<u>40.22</u>
Alberta & NWT Local 488	<u>44.78</u>	<u>46.03</u>	<u>47.28</u>
Alberta Local 496	<u>44.80</u>	<u>46.05</u>	<u>47.30</u>
<u>British Columbia</u>	<u>38.59</u>	<u>39.84</u>	<u>41.09</u>

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 foremen. The foremen shall be journeymen members of the United Association. Where there are five (5) men employed, one journeymen shall be designated as a foreman. The wage rate for foremen shall be fourteen (14) percent over the applicable journeyman's hourly rate of pay.

10.03 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 journeyman's applicable wage rate will apply without the pension benefit payment.

After successful completion of the probationary period (3 months), 50% of the Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman 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 journeymen, 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.

10.04 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 his employment shall be the first day he is 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 journeyman's wage rate specified above.

10.05 In provinces where the training of apprentices is 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 journeyman'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 journeyman 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 a man'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

Changes currently under discussion

12.01 For the purpose of defining travel time, travel expenses and living expenses in this Agreement, the following free zone limits shall apply:

- (A) Toronto area limits include all the territory from south of Steeles Avenue, from Hwy. 27 on the west to the line dividing York and Ontario Counties on the east.
- (B) The free zone limit for the Halifax Regional Municipality (former cities of Halifax and Dartmouth) shall be fifty (50) road kilometres from the centre of Angus L. MacDonald bridge. Any company that has a C.A.S.A. 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 center 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 km 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

Changes currently under discussion

13.01 When employees are required by the Employer to travel to a job outside the free zone limits where they return home daily, the Employer shall pay travelling expenses on the basis of \$.52 per km 1st year, \$.54 per km 2nd, and \$.56 3rd year from the free zone limits to the job and return, which shall include time needed to travel.

13.02 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 \$.52 per km 1st year, \$.54 per km 2nd and \$.56 3rd year plus time required to travel.

13.03 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 \$.52 per km 1st year, \$.54 per km 2nd and \$.56 3rd year 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 men can be domiciled.

13.04 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.

13.05 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 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 June 9, 2004-\$68.00, May 1, 2005- \$70.00, May 1, 2006-\$72.00 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 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 June 9, 2004-\$88.00, May 1, 2005- \$90.00, May 1, 2006-\$92.00 for each day worked. On jobs located over 200 road kilometres outside the Free Zone limits or City Centre, 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 200 road kilometres outside the free zone limits, the Employer will compensate employees for expenses after receipts have been submitted.

In the Province of Nova Scotia when employees are required by the employer to travel to a job from seventy kilometres to one hundred and twenty-five kilometres outside the free zone limits, living allowance shall be paid at June 9, 2004-\$68.00, May 1, 2005-\$70.00, May 1, 2006-\$72.00 per day for each day worked based on five days or a forty hour work week. On jobs located over one hundred and twenty-five kilometres outside the free zone limits living expense shall be paid on the basis of seven days.

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

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

14.04 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 his own transportation, he shall be paid expenses on a basis of \$.52 1st year, \$.54 2nd and \$.56 3rd year per kilometre plus time required to travel.

14.05 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.

14.06 In the event a project is located 300 highway kilometres or more from the city centre, or in areas inaccessible by automobile the Employer agrees the workmen 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 workmen fail 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, which ever 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.

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, they shall not be distributed later than six (6) days.

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, Welfare and Joint Training shall be shown clearly on a separate statement with the employees pay.

15.03 If an employee is laid-off, fired, or quits, 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 man's Record of Employment slip, and apprentice record where applicable.

15.04 Should such employee not be paid in accordance with 15.03 he shall be paid at his 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.

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 International Training Fund. For a total of twenty (20) 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.

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	<u>June 9, 2004</u>	<u>May 1/05</u>	<u>May 1/06</u>
Newfoundland	<u>1.68</u>	<u>1.83</u>	<u>1.98</u>
Nova Scotia	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>
New Brunswick & P.E.I.	<u>2.10</u>	<u>2.25</u>	<u>2.40</u>
Ontario	<u>1.95</u>	<u>1.95</u>	<u>1.95</u>
Manitoba	<u>0.88</u>	<u>1.08</u>	<u>1.28</u>
Saskatchewan	<u>1.50</u>	<u>1.55</u>	<u>1.60</u>

Alberta & NWT Local 488	<u>1.71</u>	<u>1.71</u>	<u>1.71</u>
Alberta Local 496	<u>1.75</u>	<u>1.75</u>	<u>1.75</u>
<u>British Columbia</u>	<u>2.42</u>	<u>2.42</u>	<u>2.42</u>

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 and additional two (2) cents per hour earned to the DeNovo centre through the health and welfare contribution. One (1) cent shall be an employee payment and one (1) cent and employer payment.

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	June 9, 2004	<u>May 1/05</u>	<u>May 1/06</u>
Newfoundland	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
Nova Scotia	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
New Brunswick & P.E.I.	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
Ontario	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
Manitoba	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
Saskatchewan	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
Alberta & NWT Local 488	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
Alberta Local 496	<u>3.55</u>	<u>3.80</u>	<u>4.30</u>
<u>British Columbia</u>	<u>3.25</u>	<u>3.50</u>	<u>4.00</u>

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 manhour earned payable to the Canadian Automatic Sprinkler Association.

19.02 All Employers bound by this Agreement shall contribute twenty-one (21) cents per manhour 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.

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.

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 workmen's immediate foreman 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 his membership in the Union or his 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 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 his 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 even 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 his 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. He shall not be subject to penalty or loss of employment other than those hours he 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 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 his immediate superior and, if not settled within twenty-four (24) working hours;

(B) Between the grieved employee and his 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 journeyman 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 his work shift, he shall be paid as if he 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 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 contractors 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 the following funds:

- Article 6 - Monthly Dues and Field Dues
- Article 10 - Holiday and Vacation Pay Trust Funds
- Article 16 - National Sprinkler Industry Training Fund
- Article 17 - Insurance Fund
- Article 18 - Sprinkler Industry Pension Fund
- Article 19 - Labour Service Fee and Association Industry Fund

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.

ARTICLE XXXIV DURATION OF AGREEMENT

34.01 The duration of this Agreement shall be from May 1, 2004 to April 30, 2007.

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 regular employee will be granted up to three (3) full days leave of absence without 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.

LETTER OF UNDERSTANDING 1998/RESIDENTIAL

It is mutually agreed between the Canadian Automatic Sprinkler Association for and on behalf of its signatory contractors (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 for and on behalf of Local Unions 488, 496, 179, 254, 853, 740, 799, and 56 (hereinafter referred to as the Union) that the Letter of Understanding constitutes a residential agreement.

This Letter of Understanding shall apply as an Amendment to all other articles contained in this agreement for residential construction only.

All articles, terms and conditions contained in this Agreement shall apply except as specifically amended in this Letter of Understanding.

RESIDENTIAL ARTICLE I - PURPOSE

R1.01 The purpose of this Letter of Understanding is to provide both the employers and members of U.A. locals with the opportunity of entering the residential construction market.

RESIDENTIAL ARTICLE 2 - SCOPE

R2.01 This Residential Agreement will cover the work normally associated with sprinkler contractors on residential construction, which shall be defined as single and semi-detached houses, row houses and apartment buildings up to and including four (4) stories in height, and shall include underground parking and recreational facilities where such facilities are for the exclusive use of the residents. The above noted facilities shall be designed to NFPA 13R Standard.

R2.02 The structures herein before described shall qualify as residential, providing that not more than ten percent (10%) of the occupiable space is designed for commercial use.

R2.03 In addition, the following work shall also be considered as falling under the Residential Agreement.

All valving, control and back flow prevention devices pertaining to fire protection inclusive of all repair and retrofit work on the aforementioned types of structures.

This Residential Agreement shall also apply to service buildings such as laundromats and recreation facilities on property, developed by the owner in

conjunction with above work when such buildings are for the sole use of the tenants in these projects and are bid as part of the entire project.

R2.04 This Residential Agreement shall not be used on any public, commercial or industrial projects or any work covered by the wage rates and conditions covered in other articles of this Agreement, unless prior written consent from the Business Manager/Agent of the Local Union is received indicating the specific type of work allowed under this Residential Agreement.

RESIDENTIAL ARTICLE 3 - HOURS OF WORK AND BENEFITS

R3.01 The hours of work shall be eight (8) hours per day between 7:00 a.m. and 5:00 p.m. excluding the one-half (½) hour unpaid lunch break. The regular work week shall consist of five (5) days per week, Monday to Friday inclusive. Alternately, four (4) ten (10) hour days Monday to Thursday or Tuesday to Friday may be worked.

R3.02 All overtime in excess of the above defined eight (8) or ten (10) hours, Monday through Saturday inclusive, shall be worked at one and one-half (1½) times the applicable rate. All work performed on Sunday and Statutory Holidays shall be performed at two (2) times the applicable rate of pay.

R3.03 The wage and benefit package shall be as attached hereunto.

RESIDENTIAL ARTICLE 4 - VIOLATIONS OF SCOPE OF WORK

R4.01 As per Article 28, Grievance Procedure, sprinkler contractors found to be deliberately utilizing terms of this Residential Agreement to perform work other than that described in **Residential Article 2 - Scope**, which has not been agreed to in writing from the Local Union Business Manager/Agent, shall result in the immediate cancellation of the terms and conditions of the Residential Agreement to the affected contractor only. Such cancellation will become effective five (5) days after the Union has notified the employer by registered letter of such cancellation.

RESIDENTIAL ARTICLE 5 - RESIDENTIAL ADVISORY COMMITTEE

R5.01 The parties to the Residential Agreement agree to establish a Joint Residential Advisory Committee to monitor the progress of this Article XXXVI. The Committee shall be composed of three (3) representatives from the Union and three (3) representatives from Canadian Automatic Sprinkler Association.

RESIDENTIAL ARTICLE 6 - WAGES

R6.01 Journeyman Sprinkler Fitter rates shall be ninety percent (90%) * of the base wage rate as per Article X, U.A./C.A.S.A. National Road Sprinkler Fitter Collective Agreement Rates, for the dwelling units described herein.

R6.02 Apprentice Sprinkler Fitter rates shall be based on the above rates for Journeyman.

*** Based on Basic Wage Rate only - Pension, Health and Welfare, Supplementary Benefit Fund, Market Enhancement Trust Fund, and Training will be based on the schedules contained in the U.A./C.A.S.A. National Road Sprinkler Fitter Collective Agreement.**

This Letter of Understanding 1998/Residential is hereby entered into and signed on the 21st day of August, 1998.

Signed on behalf of the Canadian Automatic Sprinkler Association:

Russ Senkiw
Wayne Arbeau
Larry Humphries
Richard Sullivan

Ian Milne
Ken Graham
David Rooke
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, for and on behalf of Local Unions 488, 496, 179, 254, 853, 740, 799 and 56.

Rob Kinsey, Business Manager, Local 488 Ken Jones, Business Manager, Local 496
Rick Diederich, Business Manager, Local 179 John Moore, Business Manager, Local 254
Don Crichton, Business Manager, Local 853 Calvin Jones, Business Manager, Local 740
George Estey, Business Manager, Local 799 Ed Pace, Business Manager, Local 56
George Meservier, U.A. Director of Canadian Affairs Bryan Strong, U.A. International Rep.
Gerry Bentley, U.A. International Rep.
Michael Zangari, U.A. Special Rep.
Budrow Tozer, U.A. Special Rep.

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 C.A.S.A. 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 employers 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

Bill Skromeda

Hugh Simpson(CMB)

Grant Neal

Cornelius Cahill

Ken Graham

Bernie Beliveau

Dan Solonyanko

John Galt

Dave Heaps

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

BRITISH COLUMBIA LETTERS OF UNDERSTANDING

Letter of understanding signed between the parties remain on file as exclusions to this agreement but do not form part of this agreement.

Appendix (2) "Inspection"

APPENDIX (2) INSPECTIONS

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 approval 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 1½ (one and a half) 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 worked.
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
19. 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 Journeyman 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. <u>WAGES</u>		<u>May 1, 2005</u>	<u>May 1, 2006</u>
LOCAL 56 - NOVA SCOTIA	Basic	\$19.67	\$20.25
	V.P. 4%	\$0.82	\$0.84
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.40	\$1.40
	Pension		
	Total:	\$22.09	\$22.69
LOCAL 179 - SASKATCHEWAN	Basic	\$21.00	\$21.44
	V.P. 4%	\$0.87	\$0.89
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.08	\$1.40
	Pension		
	Total:	\$23.62	\$24.13
LOCAL 254 - MANITOBA	Basic	\$21.50	\$21.80
	V.P. 4%	\$0.89	\$0.90
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.08	\$1.28

	Pension		
	Total:	\$23.67	\$24.18
LOCAL 488 - EDMONTON	Basic	\$24.68	\$25.40
	V.P. 4%	\$1.03	\$1.06
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.71	\$1.71
	Pension		
	Total:	\$27.62	\$28.37
LOCAL 496 - CALGARY	Basic	\$24.65	\$25.37
	V.P. 4%	\$1.03	\$1.06
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.75	\$1.75
	Pension		
	Total:	\$27.63	\$28.38
LOCAL 740 - NEWFOUNDLAND	Basic	\$19.49	\$19.92
	V.P. 4%	\$0.81	\$0.83
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.83	\$1.98
	Pension		
	Total:	\$22.33	\$22.93
LOCAL 799 - NEW BRUNSWICK	Basic	\$18.83	\$19.28
	V.P. 4%	\$0.78	\$0.80
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$2.25	\$2.40
	Pension		
	Total:	\$22.06	\$22.68
LOCAL 853 - ONTARIO	Basic	\$24.12	\$24.95
	V.P. 4%	\$1.00	\$1.04
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$1.95	\$1.95
	Pension		
	Total:	\$27.27	\$28.14
LOCAL 170 - BRITISH COLUMBIA	Basic	\$20.43	\$21.15
	V.P. 4%	\$0.85	\$0.88
	Training/Dues	\$0.20	\$0.20
	Health/Welfare	\$2.42	\$2.42
	Pension		
	Total:	\$23.90	\$24.65

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 Solonyanko

Signature Bernie Beliveau

Signature Don Crichton

Signature Budrow Tozer

Signature John Telford

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 799 (New Brunswick)	P.O. Box 498 Newcastle, New Brunswick E1V 3M6	(506) 622-1570 Fax (506) 622-2523
Local 144 (Quebec)	7295 Lajeunesse Montreal, Quebec H2R 2H5	(514) 270-1171
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 - 3876 Norland Avenue Burnaby, B.C. V5G	(604) 294-0444 Fax (604) 298-6267

OTHER PARTIES FOR INFORMATION

Martin Maddaloni, General President
 Thomas Patchell, General Secretary-Treasurer
 John Budzinski, National Sprinkler Advisory Chairman
 901 Massachusetts Avenue N.W., Washington, DC USA 20001 Tel (202) 628-5823

Mitch Grenier, U.A. Director of Canadian Affairs
 Suite 600, 225 Metcalfe St., Ottawa, ON K2P 1P9 Tel: (613) 565-1100 Fax: (613) 565-1100

Bryan Strong, Special Representative
 1959 - 152nd Street, Suite 316, South Surrey, BC V4A 9E3 Tel (604) 531-0516 Fax (604) 531-0547

Gerry Bentley, International Representative
 43 Breakwater Cove, Suite 702, Winnipeg, MB R3X 1G4 Tel (204) 256-4535 Fax (204) 253-0641

Mike Zangari, International Representative
P.O. Box 2336, Sudbury, ON P3A 4S8

Tel (705) 560-0882
Fax (705) 560-7472

John Galt, Canadian Automatic Sprinkler Association
335 Renfrew Drive, Suite 302, Markham, ON L3R 9S9

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

Global Benefit Plan Consultants Inc.
545 Wilson Ave., Toronto, ON M3H 1V2

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

Jerry Boyle, Business Manager, Ontario Pipe Trades Council
180 Shearson Crescent, Unit 4, Cambridge, ON N1T 1J4

Tel (519) 622-0003
Fax (519) 622-4543

UNITED ASSOCIATION ONTARIO LOCALS

Local 46 (Toronto)	Scarborough, Ontario M1L 4C9	936 Warden Avenue Fax (416) 759-7346	(416) 75
Local 67 (Hamilton)	Hamilton, Ontario L9A 1T2	300 Fennel Avenue Fax (905) 385-3467	(905) 38
Local 71 (Ottawa)		904 Lady Ellen Place Ottawa, Ontario K1Z 5L5	(613) 72 Fax (613)
Local 221 (Kingston)	25 Terry Fox Drive Kingston, Ontario K7M 7K5	(613) 547-1153 Fax (613) 544-1099	
Local 463 (Lakeshore)	26 Caristrap Street, Unit 3 Bowmanville, Ontario L1C 3Y7	(905) 623-1666 Fax (905) 623-8735	
Local 508 (Sault Ste. Marie)	235 Drive-In Road Sault Ste. Marie, Ontario P6B 5X5	(705) 759-4799 Fax (705) 759-6663	
Local 527 (Kitchener)	225 Frobisher Drive Waterloo, Ontario N2V 2G4	(519) 746-3300 Fax (519) 746-7660	
Local 552 (Windsor)	11168 Tecumseh Road East Windsor, Ontario N8R 1A8	(519) 735-6045 Fax (519) 735-6046	
Local 593 (London)	523 First Street London, Ontario N5V 4V1	(519) 455-5630 Fax (519) 659-7831	
Local 599 (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 666 (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 819 (Cornwall)	2220 Vincent Massey Drive Cornwall, Ontario K6H 5R6	(613) 932-6132 Fax (613) 932-8012	
Local 853 (Ont. Sprinkler)	60 Shields Court Markham, Ontario L3R 9T5	(905) 477-6022 Fax (416) 498-5141	

Appendix I (Wage Schedules)