

# NATIONAL STANDARD AGREEMENT FOR A COMMERCIAL MANUFACTURING AND PIPE FABRICATION SHOP



**2021- 2025**

## THE CANADIAN PIPE FABRICATORS ASSOCIATION



Canadian Pipe Fabricators Association

for and on behalf of its member companies'  
commercial manufacturing and pipe fabrication shops

and

## THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY

**OF THE UNITED STATES AND CANADA**

(AFL-CIO, CLC) for and on behalf of its affiliated local unions



**CANADIAN NATIONAL  
STANDARD AGREEMENT  
FOR A  
COMMERCIAL MANUFACTURING  
AND PIPE FABRICATION SHOP**



**2021 - 2025**

**THE CANADIAN  
PIPE FABRICATORS ASSOCIATION**

*Since 1986*



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# **CANADIAN NATIONAL STANDARD AGREEMENT**

## **FOR A**

### **COMMERCIAL MANUFACTURING AND PIPE FABRICATION SHOP**

**THIS AGREEMENT** entered into by and between

**THE CANADIAN PIPE FABRICATORS ASSOCIATION**  
for and on behalf of its member companies

(hereinafter called the "Employer")

and

**THE UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

(AFL-CIO, CLC), for and on behalf of its affiliated local unions

(hereinafter called the "Union")

NOW WITNESSETH THAT the parties hereto agree,  
the one with the other as follows:

## **ARTICLE I PURPOSE AND SCOPE**

The intent and purpose of the parties to this Agreement is to promote and improve industrial and economic relationships between the Employer and the Union, to provide for the peaceful adjustment of all grievances and disputes that may arise from time to time between the Employer and the Union, to set forth the rates of pay, hours of work, and other conditions of employment including the maintenance of uniform work assignments to be performed and observed by the members or potential members of the Union employed by the Employer in a commercial manufacturing and pipe fabrication shop and assure the installation of any material fabricated under this Agreement anywhere in North America by members of the Union. It is further

recognized by both parties to this Agreement that they have a mutual interest and obligation in maintaining friendly co-operation between the Employer and the Union which will permit the safe, economic and efficient operation of a commercial manufacturing and pipe fabrication shop.

In no event shall any Local Union or Employer have the authority to amend, alter, modify, or deviate from the scope of this Agreement.

Any provision in an affiliated United Association collective agreement contrary to, or in conflict with, the terms and intent of this Agreement shall not be enforced as to employers and employees subject to this Agreement.

(Note as per letter of Understanding from January 2014)

Gas Refrigerant Piping for Air-Conditioning systems shall be allowed to be fabricated under the terms of this collective agreement.

## **ARTICLE II**

### **DEFINITION OF A PERMANENT COMMERCIAL MANUFACTURING AND PIPE FABRICATION SHOP**

- A. Persons, firms, corporations, divisions or subsidiaries thereof, shall be considered to be commercial manufacturing and pipe fabricators within the meaning of this Agreement provided that such persons, firms, corporations, divisions or subsidiaries, maintain complete facilities and organizations devoted to the manufacture and fabrication of piping and other components normally manufactured at a shop location, and the sale thereof.
- B. "Facility and Organization" shall be construed to include:
  - (i) The maintenance of a permanent commercial manufacturing and pipe fabricating shop completely equipped for performing all fabricating operations on piping materials for commercial use in industry, together with the personnel required for its operations;
  - (ii) The maintenance of stocks and related products required for manufacturing or fabrication.



### **ARTICLE III**

### **MANAGEMENT RIGHTS**

The management of the Employer's business, including, but not limited to, the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish quality standards or facilities is the sole and exclusive prerogative and responsibility of the Employer except as such are limited by the terms of this Agreement.

The Union recognizes that the management of the plant and the direction of the working forces are fixed exclusively in the Employer and that the Employer has the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and to discharge, suspend or otherwise discipline employees for just and sufficient cause subject to the right of an employee to grieve to the extent and manner provided for herein in the event that the provisions of this Agreement are violated in the exercise of these rights;
- (c) determine the nature and kind of business to be conducted by the Employer, the products to be manufactured, the kinds and locations of equipment and material to be used, the process of manufacturing, the engineering and design of its products, the control of materials and parts, the methods and techniques of work, the schedules of work, the number of personnel to be employed from time to time;
- (d) subject only to Article VIII herein, to institute changes in jobs and their content including assignments, without reduction in pay, as well as the extension, limitation, curtailment or cessation of operations;
- (e) to make and enforce and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

The Union and the Employer agree that they will exercise their rights in a manner consistent with the provisions of this Agreement.

## **ARTICLE IV RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to the terms and conditions of employment now or hereafter covered by this Agreement for employees of the Employer, including all Foremen, Journeymen Fabricators, Apprentices and Metal Trades employee classifications as hereinafter defined in Article VIII, but excluding office and clerical employees, persons above the rank of working foreman, watchman, guards, engineering detailers and professional engineers.

## **ARTICLE V SCOPE OF AGREEMENT**

All wages and working conditions hereunder shall be effective on all work related to bending and fabrication of welded pipe formations or pipe assemblies, and other product the Employer wishes to manufacture. This Agreement shall apply regardless of who may purchase or who installs or erects the manufactured product, pipe formations or pipe assemblies and the other miscellaneous operations defined in Article VIII. If any projects arise that require special conditions, the CPFA is to contact the UA directly.

## **ARTICLE VI UNION SECURITY**

Membership in good standing in the Union shall be a condition of employment and continuing employment for all employees covered by this Agreement on or after the thirtieth (30th) calendar day following the beginning of their employment.

The Company will deduct from the pay of each employee the regular monthly Union dues, initiation fees, and other assessments authorized by the Union, on the first pay day of each month.

The employer shall remit the amounts so deducted prior to the fifteenth (15th) day of the month in which such dues were deducted, by cheque made and remitted to the Local Union or such other individual or bank account as the Union may designate.

The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made, the employee's start date, and the total amount so deducted for the month.

The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

## **ARTICLE VII**

### **HIRING OF PERSONNEL**

In hiring personnel, the Employer shall be the sole judge of the number of employees required. The Employer agrees to engage employees through the services of the Union office in accordance with the following procedures: If at any time should it become necessary to reduce the workforce, non-members shall be laid off prior to any Travel Card Members with those employees that are Members of the Local Union having jurisdiction to be laid off last, provided they possess the necessary qualifications to perform the work.

- (a) The Employer has the freedom to select from the list of available "Fabrication Journeymen, Apprentices" and "Metal Trades" members registered in the Union offices to perform any work coming under the terms and conditions of this Agreement;
- (b) When classifications with the required skills are not referred or made available within two (2) working days of a request being made for same, the Employer has the right to hire workers of his choice from any source. Such workers will report to the Local Union office and will be provided with a dispatch slip prior to commencing work;
- (c) Only upon mutual agreement by the Employer and Union can a Fabrication Journeyman or Apprentice be dispatched as a Metal Trades worker.

## **ARTICLE VIII**

### **TRADE AND WORK JURISDICTION - FABRICATION TRADES AND METAL TRADES EMPLOYEE CLASSIFICATIONS**

**A. Fabrication Journeymen and Apprentices shall perform the following assignments:**

- (i) Work directly connected with the fabrication of pipe bends, including the operation of bending machines, welded pipe assemblies and/or pipe formations, regardless of type of material or method of joining.

***In conjunction with this clause, see Letter of Understanding Dated December 20, 1995***

**B. Module/Skid Units**

- (i) Journeyman and Apprentice Fabricators will assemble all piping, tubing, valves, and like trade items in conjunction with Modules and/ or Skid Units.

**C. Metal Trades classifications of employees may perform the following work assignments in and around the shop in connection with the making of pipe bends, the fabrication of piping, and fabrication or manufacture of other products:**

- (i) All other core business activities.
- (ii) The UA will provide travel letters for the mobility of Metal Trades and benefits will go back to the home local.

## **ARTICLE IX**

### **HOURS OF WORK, WAGES AND WORKING CONDITIONS**

**A. The Employer agrees to pay and the Union agrees to accept on behalf of all employees in the bargaining unit the wage rates and job classifications as set forth in Schedule "A" attached hereto and forming part of this Agreement.**

**B. HOURS OF WORK. The maximum of eight (8) hours shall constitute a normal days work beginning at 8:00 a.m. and ending by 5:00 p.m. (Except when one-half (1/2) hour lunch is taken in**

which case the normal day will end at 4:30 p.m.) The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 5:00 p.m.

There will be a ten minute break midway through the first half of a scheduled eight hour shift and a ten minute break midway through the second half of a scheduled eight hour shift. In the event of overtime being worked, a ten minute break shall be taken at the completion of the regular day shift and every two hours thereafter. There will be a fifteen-minute break midway through the first half of a scheduled ten-hour shift and a fifteen-minute break midway through the second half of a ten-hour shift, or in lieu of (2) 15-minute paid breaks and (1) 30-minute unpaid lunch break, by mutual consent between the employer and Local Union they shall have the option of scheduling two (2) paid breaks of one-half (1/2) hour each, approximately equally spaced in the shift.

In the event of overtime being worked, a ten minute break shall be taken at the completion of the regular day shift and every two hours thereafter.

The Employer may vary the start/quit times by changing the scheduled starting time by two (2) hours at his option.

Variances beyond two (2) hours shall be agreed mutually by the Employer and the Union and the consent to variance will not be unreasonably withheld.

Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.

- C. **HOLIDAYS** shall be those that are established by a bona fide collective bargaining agreement between the Local Union of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the Local Employers Bargaining Agent recognized by the Local Union in the area where the permanent commercial manufacturing and pipe fabrication shop is located and any other applicable legal Holiday(s) that may be declared by the Federal or Provincial Governments. If any of the above Holidays shall fall on a Saturday

or Sunday, then the following Monday is proclaimed and recognized as a Holiday. Two (2) times the basic hourly rate shall be paid for work performed on such day, subject and in addition to any conditions and payments required under the employment standards legislation of the jurisdiction within which work is performed.

- D. **SHOW-UP OR REPORTING TIME.** Two (2) hours at the regular straight time rate will be paid only when the employee reports on time for work and is not put to work and has not been previously notified that there will be no work for him. On overtime days, overtime rates apply.

Notifications to the employee may be verbal, by registered letter, special delivery, or by telephone. It shall be the responsibility of each employee that the Employer has his correct residence address and telephone number.

**SHOW-UP TIME** will not be paid when an employee reports to work at a time other than when regularly scheduled to work unless specifically instructed by the Employer to do so, or when a reporting employee refuses to perform substitute work when the employee's regular work or job is shut down.

- E. **PAY DAY.** Wages shall be paid by cheque, electronic transfer or cash not later than Thursday of each week. If paid by cheque on Thursday and a holiday occurs on Thursday, payment by cheque shall be made on the preceding Wednesday. Employers' payroll week ending will be 12:00 midnight Saturday of each week, which is the EI week ending.

- F. **PAY PROCEDURE ON LAYOFF / TERMINATION.** In the event of lay-off, the employee's wages and ROE shall be available in full within three full working days of the time of lay off. Alternatively the employer shall send by Priority Post or Express Post with delivery confirmation to the address designated by the employee's record of employment the above items within three full working days of the time of layoff. Should the employer fail to comply with these provisions the Canadian Joint Conference Board shall have the right to assess damages on behalf of the employee.

In the event of Termination for Cause or Voluntary Termination the

employee's wages and ROE shall be available on the next regular payday. Should the employer fail to comply with these provisions the Canadian Joint Conference Board shall have the right to assess damages on behalf of the employee.

- G. **SHIFT WORK.** Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least five (5) consecutive regular working days, or four (4) consecutive regular working days where the four (4) ten (10) hour day option is being utilized.

Should a shift not continue for five (5) consecutive days or four (4) consecutive days on a compressed work schedule then the overtime rates will apply to all hours worked.

The first shift shall work a normal shift as set out in Article IX of this Agreement, with the applicable overtime rate paid after eight (8) hours of work.

The second shift shall commence within one (1) hour of the previous shift. If a two (2) shift operation, the second shift shall be eight (8) hours and the employee shall receive pay for the hours worked plus a 10% shift premium on base rate portion only.

The third shift shall commence within one (1) hour of the previous shift. If a three (3) shift operation, the third shift shall be eight (8) hours and the employee shall receive pay for the hours worked plus a 20% shift premium on base rate portion only.

An employee, who experiences a shift change from the second shift to the first shift or from the third shift to the second or first shift, shall not lose a day's wages as a result of the change.

No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel time.

- H. **COMPRESSED WORK WEEK.** The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at

straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld.

Where this option is worked, all hours in excess of ten (10) hours per day Monday through Friday, shall be paid for at one and one-half times (1 1/2) the applicable rate of pay.

Notwithstanding the above, the Employer may schedule a second shift which will work ten (10) hours per day, Monday through Friday, and the employee will receive pay for the hours worked plus a 10% shift premium on the base rate portion only.

By mutual consent, between the Employer and Local Union, a Compressed Shift – Weekend Shift may be established:

Three consecutive twelve (12) hour days at straight time rates, Friday through Sunday

The employee will receive forty (40) hours pay for 36 hours worked

When this option is worked, all hours in excess of twelve (12) hours per day, Friday through Sunday, will be paid at the applicable overtime rate.

- I. **OVERTIME.** All hours worked in excess of the normal work day Monday to Friday on a five x eight hour work week or all hours worked on Friday on a compressed work week, and all time worked on Saturdays shall be at the rate of time and one-half (1 1/2 x's) the base rate. All time worked on Sundays and Holidays shall be paid at the rate of two (2 x's) times the base rate.

The union and the employer have a mutual interest in reducing absenteeism. At the employer's discretion, an unapproved absence of the Employee, may disentitle the Employee to overtime opportunities.

Should the union feel that this discretion has been unjustly applied, the matter may be referred to the Joint Canadian Conference Board for resolution.

***In conjunction with this clause see Letter of Understanding Dated January 7, 2011***



- J. **OVERTIME MEALS.** An employee, who is required to work more than two (2) overtime hours at the end of the work day and was not notified during the preceding work day of the overtime requirement, shall be provided a (hot) meal and allowed a thirty minute unpaid meal break at the end of the second hour of overtime and every four hours thereafter. Where it is impossible to obtain meals the employer shall pay the employees \$20.00 for every meal not made available.
- K. **ADMINISTRATION, TRAINING AND FRINGE BENEFIT PAYMENTS.** Notwithstanding anything contained elsewhere in the Agreement, all contributions to the separate trust funds as set forth in this Agreement shall be payable by the Employer on the Employee's total actual hours earned including overtime.
- i.e. One and one-half (1 1/2) or double (2) the amount of contributions (as applicable) shall be paid on all work performed under the overtime provisions of the Agreement.
- It is agreed that allowances paid to employees to cover the cost of travel, meals, hotels and related expenditures are not considered for the calculation of fringe benefits as set out in this Agreement.
- L. **TRAVEL AND LIVING EXPENSE.** Where employees covered by this Agreement are sent to an assignment outside of the shop, i.e. warranty work, training of purchaser's personnel, the travel and reasonable living expense incurred by such employee shall be reimbursed by the Employer.

## **ARTICLE X NEW CONSTRUCTION**

Where the fabrication contractor is responsible for field installation or work classified as new construction, the installation shall be covered by the Local or Provincial Agreement. Where no Local or Provincial Agreement exists between the parties then in this event the Canadian National Construction Agreement shall be applicable to such work.

## **ARTICLE XI EMPLOYER INDUSTRY FUND**

The Employer agrees to pay a yearly membership fee as determined by the Board of Directors to the Canadian Pipe Fabricators Association.

The monies thus paid shall be known as the CPFA Industry Fund and shall be used for the general purposes of the Association, including the Association's cost of negotiating, and administering this Agreement. Contributions to this fund shall be remitted to The Canadian Pipe Fabricators Association, PO Box 184 Pictou, Nova Scotia, B0K 1H0. A Monthly Man-hour summary breaking down Fabricator & Metal trade hours. The Monthly Man-hour Report must be submitted whether or not there was fabrication shop activity during the reporting period.

***In conjunction with this clause see Letter of Understanding Dated May 1, 1997***

## **ARTICLE XII**

### **U.A. FAB SHOP ADMINISTRATION FUND**

The Employers agree to contribute seven cents (\$.07) per employee earned hour to the Union. The monies thus paid shall be known as the U.A. Fab Shop Administration Fund and shall be used for the general purposes of the Union including the Union's costs of negotiating, organizing, promoting and administering this Agreement. Contributions to this fund shall be remitted to the **United Association, c/o 442 Gilmour Street Ottawa, Ontario K2P 0R8** in the form of a cheque or an EFT Payable to the Canadian Pipe Trades Account. All contributions to this Fund shall be forwarded to the Union offices on or before the 15th of the month following the period in which such contributions were earned. A Monthly Dues Report must be submitted whether or not there was fabrication shop activity during the reporting period.

## **ARTICLE XIII**

### **ASSENT TO TRUST FUNDS**

The Employers agree to be bound by the Declaration of Trust establishing all Local Union trusts to which the Employer is required to contribute pursuant to Article IX-K of this Agreement, and the Employer agrees to be bound thereby and by all amendments made thereto, the same as if the Employer was a party to said Declaration of Trust. The Employer hereby authorizes the employer parties to the Local Union agreements to name employer Trustees and successor employer Trustees to administer the Local Union trusts (along with the trustees appointed by each Local Union) to which contributions are required under Article IX-K hereof, and hereby ratifies and accepts such employer trustees.

## **U.A. CANADIAN TRAINING TRUST FUND**

The Employers agree to contribute five cents (\$.05) per Employee earned hour to the United Association Canadian Training Trust Fund. These contributions are in addition to the contributions required pursuant to this Agreement and shall be paid by each Employer signatory to this Agreement. Contributions to this Fund shall be remitted to the **United Association, c/o 442 Gilmour Street, Ottawa, Ontario K2P 0R8** in the form of a cheque or an EFT Payable to the Canadian Pipe Trades Account. All contributions to this Fund shall be forwarded to the Union offices on or before the 15th of the month following the period in which such contributions were earned. A Monthly Dues Report must be submitted whether or not there was fabrication shop activity during the reporting period. Employers may apply to this fund once the Local JATC avenues have been exhausted.

## **UA INDUSTRY ENHANCEMENT FUND**

The Employers agree to contribute five cents (\$.05) per Employee earned hour to the UA Industry Enhancement Fund. These contributions are in addition to the contributions required pursuant to this Agreement and shall be paid by each Employer signatory to this Agreement. Contributions to this fund shall be remitted to the **United Association, c/o 442 Gilmour Street, Ottawa, Ontario K2P 0R8** in the form of a cheque or an EFT Payable to the Canadian Pipe Trades Account. All contributions to this fund shall be forwarded to the Union Office on or before the 15th of the month following the period in which such contributions were earned. A Monthly Dues Report must be submitted whether or not there was fabrication shop activity during the reporting period.

## **NATIONAL WELLNESS AND NATIONAL ORGANIZING FUND**

The Employer shall deduct from each Employee's gross pre-tax earnings at the rate of five cents (\$.05) per hour earned for the National Wellness Fund and ten cents (\$.10) per hour earned for the National Organizing Fund. These amounts shall be remitted monthly to the **United Association Canadian Office, c/o 442 Gilmour Street, Ottawa, Ontario K2P 0R8**. (in the form of a cheque or an EFT made payable to the Canadian Pipe Trades

Account). All contributions to this fund shall be forwarded to the Union Office on or before the 15th of the month following the period in which such contributions were earned. A Monthly Dues Report must be submitted whether there was fabrication shop activity during the reporting period.

"Any changes to the way these monies are remitted shall be addressed by the Local and the Local's Fabrication companies on their remittance forms."

#### **ARTICLE XIV APPRENTICES**

The responsibility of selecting and employing Fabrication Trades Apprentices and the administration of Local apprentice training systems shall be governed by the terms and procedures established by the Joint Apprenticeship Training Committee (J.A.T.C.) in the area where the permanent commercial manufacturing and pipe fabricating shop is located but modified by this Agreement to provide the Employer with the opportunity of training at least one (1) Apprentice for each three (3) Fabrication Trades Journeymen employed by the Employer in his permanent commercial manufacturing and pipe fabricating shop.

Upon the demonstration of unusual circumstances such as a manpower shortage, an Employer can request the United Association to revise the apprenticeship ratio so that additional apprentices may be employed. Such a revision can only be made upon the written consent of the United Association and the Local Union having jurisdiction where the Employer's pipe fabrication shop is located.

***In conjunction with this clause, see Letter of Understanding Dated November 18, 1998***

#### **ARTICLE XV SUPERVISION**

The selection and appointment of superintendents, general foremen and/or other foremen is the responsibility of the Employer in keeping with the terms of this Agreement.

## **ARTICLE XVI**

### **UNION REPRESENTATION**

Authorized representatives of the Union shall have access to the permanent commercial manufacturing and pipe fabricating shop of the Employer provided that the Employer is notified of the visit prior to entering the shop, for the purpose of adjusting whatever grievance may develop from time to time throughout the life of this Agreement, provided however, that such representatives do not interfere unnecessarily with the employees or cause them to neglect their work and that they comply with the Employer's rules and that the Employer shall not be liable for any injury to such representative while on the Employer's premises, other than injury which results from the Employer's negligence.

An employee who is a member shall be appointed as a Steward in each permanent commercial manufacturing and fabricating shop of the Employer by the Business Manager or Business Agent of the Union having jurisdiction. In addition to his regular work, the Steward shall be permitted to perform during working hours those of his union duties which cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable amount of time to perform such duties. The appointed Shop Steward will have sole care and control of all the United Association Pipe Fabrication Labels. Those labels not under the control of the Shop Steward shall be under the control of the Local Union having Jurisdiction over the fabrication Facility. The Steward shall be the second to last non-apprentice classification worker to be laid off, provided he has the necessary qualifications to perform the work required. It is agree that if there are only Metal Trades classification workers in the shop then the Steward will be from the Metal Trades classification.

## **ARTICLE XVII**

### **SUBCONTRACTING**

The Employer agrees not to subcontract out any of the pipe fabrication work covered by this Agreement unless the work to be subcontracted is subcontracted to an Employer who is signatory to the Canadian National Standard Agreement for a Commercial Manufacturing and Pipe Fabrication Shop.

The Employer agrees not to subcontract Metal Trades Work for which the employer is adequately equipped to perform and the appropriate U.A. skilled employees are available to perform the work.

It is further agreed that any work subcontracted which will become an integral component of an assembly to be completed by the employer, such assembly or component parts thereof shall be completed by the employers' Metal Trades Workers.

Prior to subcontracting due to these circumstances, the Union shall receive a written notification describing the work which the employer intends to subcontract. The Union shall have twenty-four (24) hours in which to advise the Employer in writing of the Union's agreement or disagreement with the Employers plan to subcontract the work. In the event that the Union disagrees, the Employer may exercise management rights as provided in Article III and the Union may grieve the decision as provided in Article XIX.

Notwithstanding the grievance provisions of the Agreement as set out herein, the parties agree that grievances pertaining to the subcontracting Article may be processed within a reduced time-frame with the consent of the United Association and the Canadian Pipe Fabricators Association.

Where the Employer is responsible for and has control over non-destructive testing and performs the work with their own employees they shall be from the Metal Trades classification or if the employer sublets such work, this work shall be performed in accordance with an Agreement acceptable to the Union.

## **ARTICLE XVIII**

### **SAVINGS CLAUSE**

If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by the operation of law, or by any Tribunal of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

## **ARTICLE XIX**

### **GRIEVANCE PROCEDURE**

There shall be established a Canadian Joint Conference Board (see Article XXVI) that shall have oversight of the following Grievance Procedure.

All disputes and controversies as to the meaning, interpretation, application or alleged violation of any provision of this Agreement shall be treated as a grievance and be disposed of as set forth herein, provided, however that in no event shall a local agreement, settlement, understanding or adjustment at the local level be deemed to change, alter, modify or amend the terms or intent of this Agreement. Any provision in a local Agreement contrary to, or in conflict with the terms of this Agreement shall not be enforced as to any Employers and employees subject to this Agreement. Any arbitration award or settlement under the terms of the local Agreement, or any other settlement, understanding or adjustment contrary to or in conflict with the terms and intent of this article is subject to the foregoing.

- Step 1. A grievance shall be filed, in writing, by either party within ten (10) working days of the circumstances giving rise to the grievance, a copy of which must be sent to the CPFA office, and an effort shall be made by the representatives of the Union and the Employer to resolve it within a period of ten (10) working days from the filing of the grievance.
- Step 2. Failing Settlement in Step 1: An International Representative of the United Association and an Employer Representative shall meet within a period of ten (10) working days thereafter for the purpose of attempting to settle the grievance. Failing settlement in Step 2, the grievance may be advanced to Step 3.
- Step 3. The grievance may be presented as a request for arbitration by filing it together with a statement of the grievance, or matter to be arbitrated, the dates upon which it occurred, full particulars of the claim, the parties involved and the remedy requested with the Canadian Joint Conference Board. A copy of such written request shall be served by the Chairman of the Board upon the United Association and the Employer or

Employers involved and upon the Canadian Pipe Fabricators Association. Thereafter,

- (a) If, within ten (10) working days after the date upon which the notice has been served, neither of the Union or the Employer(s) involved in the grievance serve a written notice upon the Chairman that the grievance be submitted directly to an impartial arbitrator in lieu of a hearing before the Canadian Joint Conference Board as set forth in Step 4, or
- (b) If, within ten (10) working days of the date the Chairman was served notice as aforesaid, either of the United Association or the Employer(s) involved in the grievance serves a written notice upon the Chairman that it desires the grievance to be submitted directly to an impartial arbitrator in lieu of a hearing before the Canadian Joint Conference Board, the Chairman shall notify the party and the grievance shall then proceed to Step 5, below.

Step 4. The Chairman of the Canadian Joint Conference Board shall set the matter for an arbitration hearing in Toronto, or such other place as the Board may determine, on a date not later than fourteen (14) days, unless a later date is mutually agreed upon, after the expiration of the time period of Step 3. Notice of time and date of such hearing shall be given to the Union and to the Employer or Employers involved to appear and to be heard. The Canadian Joint Conference Board shall render a decision within thirty (30) working days after the close of the arbitration hearing. Any decision rendered by the Canadian Joint Conference Board shall be final and binding on all parties. If the Canadian Joint Conference Board is unable to reach and does not render a decision within thirty (30) working days after the close of the hearing, or if the Board notifies the parties that it is deadlocked, within a period of thirty (30) days thereafter, the parties shall proceed to Step 6, if necessary.

Step 5. The parties shall attempt to agree upon an impartial arbitrator, who thoroughly understands the commercial manufacturing and pipe fabrication industry. In the event the parties cannot agree upon an impartial arbitrator, then within a period of ten (10) working days thereafter, either party may request the appropriate Provincial Ministry of Labour or Arbitration Commission, as the case may be, to submit a list of three (3)



arbitrators, who understand the commercial manufacturing and pipe fabrication industry, for the position of impartial arbitrator. Within five (5) working days after the receipt of a list of candidates from the Ministry of Labour or the Commission as the case may be, the parties shall meet for the purpose of striking names off the list. The party who shall go first shall be decided by winning the toss of a coin. The remaining name after each party has struck one name shall be the impartial (arbitrator) of the Canadian Joint Conference Board.

- Step 6. Within five (5) working days after the selection of the impartial arbitrator, the parties shall meet and endeavor to prepare a statement of the issues to be decided. If no agreement on such a statement is reached, each party may prepare its own submission to the impartial arbitrator. The decision of the impartial arbitrator shall be final and binding on all parties. The expense of the Canadian Joint Conference Board and of the impartial arbitrator, if required, shall be borne equally by the parties to the grievance.

***In conjunction with this clause, see Letter of Understanding Dated November 18, 1998***

## **ARTICLE XX**

### **MINIMUM WORKING CONDITIONS**

1. The Employer shall make reasonable provisions for the safety and health of the Employees during the hours of their employment. Protective devices such as welding gloves, welder's helmets, welding equipment and shoulder leathers shall be provided to all welders; and welding gloves to be provided for personnel assisting welders. Hard hats, hard hat weather liners and grinding goggles shall be supplied by the Employer where necessary and any other safety devices or equipment that may be required by Employees when they are working under other than normal working conditions. Snap-on safety glasses shall be provided to each Employee who must wear prescription glasses. Where required, anti-flash glasses shall be supplied to all Employees. Leather aprons are to be provided for those employees required to use grinding equipment on a regular basis. Above items will not be reissued until used items are returned to the Employer.

2. Upon the completion of each 1800 hours worked, for the same employer, an employee shall receive up to \$150.00 for the purchase of CSA approved safety boots or proper industrial work wear upon producing an original receipt.

## **ARTICLE XXI**

### **WELDERS QUALIFICATIONS**

1. Employers requesting welders from the Union shall make known the type of welding that is required. The requested welders shall show adequate proof to the Employer of previous experience of the type of welding to be performed prior to testing or no remuneration shall be required.
2. Welder shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.
3. The Employer shall provide proper facilities for the test, at the Employer's shop. Welders performing tests shall cut and grind their own coupons or carbon steel pipe. Alloy coupons may be sent out to be cut by power saw and shall be returned for grinding by the welder doing the test.

## **ARTICLE XXII**

### **REHIRE**

Only those Employees, who remain in good standing in the Union, that are temporarily laid off under normal circumstances for lack of contracts shall be given preference based on skill and ability for employment for a sixteen ( 16) week period immediately after being laid off. An employee recalled during this period who elects not to return to work shall lose all rights to recall under the terms of this Agreement.

The Shop Steward shall be one of the first two (2) non apprentice classification rehired under this Article.

## **ARTICLE XXIII**

### **STRIKES AND LOCKOUTS**

During the life of this Agreement there shall be no strike of Employees (work stoppage, slow down or other impeding of work on

the part of the Union) and no lock-out by the Employer, as defined in the applicable labour jurisdiction.

## **ARTICLE XXIV SCHEDULES**

Schedules "A" and "B" which are attached hereto form a part of this Agreement and are applicable to all Employers working under the terms of this Agreement.

## **ARTICLE XXV LIABILITY**

Neither the Union nor the Employer shall be held liable for unauthorized acts until such act or acts are made known to the Union or the Employer and they are given a reasonable opportunity to correct or rectify such act or acts.

## **ARTICLE XXVI CANADIAN JOINT CONFERENCE BOARD**

A Canadian Joint Conference Board will be established, consisting of three (3) representatives appointed by the U.A. and three (3) representatives appointed by the Canadian Pipe Fabricators Association. No party to the grievance or dispute shall sit on the Board at the time the grievance or dispute is being heard. Either party shall have the right to appoint alternates for its representatives. The Board shall select a Chairman and a Secretary from its members. The Canadian Joint Conference Board shall stand during the life of this Agreement.

The Committee shall, by majority vote, have the power on behalf of the respective parties to review and rule on jointly submitted requests (Local Union and Local CPFA Fabrication contractor(s) for enablement or concessions as a result of non CPFA competition. It is understood that any request supported by the board shall be communicated to all CPFA signatory Locals and Contractors and to adjust trade disputes, adjudicate grievances, or establish regulations governing the conduct of their members as provided for in this Agreement.

## **ARTICLE XXVII**

### **CANADIAN INDUSTRY ADVISORY COMMITTEE**

This committee will be created to study measures to better utilize the assets of both parties to the collective agreement and also industry related issues that are defined by the Canadian Pipe Fabricators Association and the United Association.

## **ARTICLE XXVIII**

### **PROCEDURE TO BECOME SIGNATORY**

When an Employer, not heretofore signatory to this Agreement desires to become bound by this Agreement for the employment of members of the United Association, such request shall be submitted to the Canadian Joint Conference Board for its consideration and approval which shall not be unreasonably withheld.

## **ARTICLE XXIX**

### **CATALOGUE**

It is agreed that a catalogue of Shop Fabricated Piping Products may be maintained by the Union and the Canadian Pipe Fabricators Association showing those items manufactured as standard products in accordance with the scope of this Agreement.

## **ARTICLE XXX**

### **STANDARD FOR EXCELLENCE**

The Parties to this Collective Agreement embrace the purpose and commit to the intent of the UA "Standard for Excellence" as found in its entirety in Schedule 'D'. The parties agree that matters related to the UA "Standard for Excellence", that cannot be resolved on a Local basis, will only be dealt with by the Canadian Joint Conference Board. The Employer and the Union are advised that on any issue relating to the Standard for Excellence, it is understood and agreed that this Standard for Excellence shall not give rise to, or constitute, a violation of this Agreement.

## **ARTICLE XXXI**

### **DURATION AND TERMINATION**

This Agreement shall be in full force and effect from the date fully signed by the parties hereto until December 31, 2025, and annually thereafter, unless a new Agreement is executed or a notice of termination is given in writing by either party at least ninety (90) days prior to the Anniversary date of December 31, each year.

Negotiations for a successor Agreement shall be commenced by a written notice to modify or terminate.

**Dated this 31st day of Dec, 2021**

The Canadian Pipe Fabricators Association for and on behalf of its member companies set forth in Schedule "C" attached hereto

The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (AFL-CIO, CLC) for and on behalf of its Local Unions



Ken McCormick  
General Manager.  
CPFA



Terry Snooks  
Chairman  
Director of Canadian Affairs, UA

## **SCHEDULE "A"**

### **WAGES**

#### **A. FABRICATION JOURNEYMEN AND APPRENTICES**

The payment of wages and fringe benefits (see Article IX) applicable to Fabrication Journeymen and Apprentices covered by this Agreement shall be those which have been established by bona fide collective bargaining between the Local Union of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Local Employer's Bargaining Agent recognized by the Local Union in the area where the permanent commercial manufacturing and pipe fabrication shop is located.

It shall be contrary to this Agreement for a Local Union to require any Employer covered by this Agreement to provide for a total economic package (wages plus cost of fringe benefits) for Fabrication Journeymen and Apprentice which exceeds the total economic package (wages plus cost of fringe benefits) for a Building Trades Journeymen and Apprentice which has been established by bona fide collective bargaining between the Local Union of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Local Employer's Bargaining Agent recognized by the Local Union in the area where the shop is located.

**B. METAL TRADES EMPLOYEES**

The minimum for wages and fringe benefits payment shall be the appropriate percentage of the classification of Metal Trades worker of the total monetary package of the Fabrication Journeymen, as follows:

		New Employee	After 60 calendar days
Group A	<b>General Metal Trades Worker</b>	<b>40%</b>	<b>50%</b>
Group B	<b>Skilled Metal Trades Worker</b>	<b>47%</b>	<b>60%</b>
Group C	<b>Metal Trades Worker with Special Skills</b>	<b>60%</b>	<b>70%</b>

An apprentice Metal Trades Employee enrolled in a Training Program recognized by the Union and the Association, which is shop related, that will result in a Certificate of Qualification (C. of Q.) shall be paid at the following rates:

<i>Commencement</i>	40% of the Journeymen's total monetary package
<i>Six Months</i>	45% of the Journeymen's total monetary package
<i>Year Two</i>	50% of the Journeymen's total monetary package
<i>Year Three</i>	60% of the Journeymen's total monetary package

Upon completion of the Training Program and awarding of the C. of Q., the employee shall be paid the Group C rate of **70%** of the Journeymen's total monetary package.

## **C. FOREMAN'S WAGE**

A Foreman's wage shall be **12%** above the Journeyman Fabricator's hourly wage rate or highest Metal Trades rate, whichever is applicable. The Foreman's percentage shall increase to 15% upon the successful completion of the approved Shop Foreman's training program as established by the United Association and the Canadian Pipe Fabricators Association.

## **SCHEDULE "B"**

### **FRINGE BENEFIT PAYMENTS**

#### **A. FABRICATION JOURNEYMEN, APPRENTICES AND FOREMEN**

Where required by the terms of a Local Collective Bargaining Agreement (an Agreement entered into by the Local Employer's Bargaining Agent and the Local Union having jurisdiction in the area where the Employer's permanent commercial manufacturing and pipe fabrication shop is located), the Employer shall pay the premium cost of obtaining the fringe benefits which benefits which have been legally negotiated, such as (1) Health and Welfare Funds, (2) Pension Fund, and (3) Apprenticeship or Journeyman Training Fund by remitting such monies to the union in accordance with Article IX-K herein, provided that, for purposes of this Agreement, subsistence, travel expenses, mileage, pay for travel time and industry promotion funds are not considered fringe benefits and need not be paid by the Employer for shop employees. In addition, the Employer shall pay directly to each employee so affected vacation pay and statutory holiday pay, as required herein. Where the Local Union Agreement provides for lump sum payments for fringe benefits and industry promotion funds, the Employer shall not be compelled to pay the lump sum payment, but shall only pay the hourly amount covering the fringe benefit fund portion of the payment.

#### **B. METAL TRADES WORKERS**

Health and Welfare Fund and Pension Fund contributions by the Employer shall be in the same proportion as the Metal Trades wage

paid to the Fabrication Journeymen's wage rate as set out in Schedule "A" herein. However, it is agreed that the minimum contribution paid on behalf of each Metal Trades worker shall be sufficient to cover the cost of the legally negotiated Health and Welfare benefits.

### **C. DELINQUENT PAYMENTS AND INSPECTION**

The Canadian Joint Conference Board may inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Funds have been made as required by this Agreement, and should it be determined that such contributions have not been made, the Employer shall be liable, in addition to the contribution, for the cost of such inspection and audit.

It is agreed that timely contributions to the Trust Funds provided for in this Agreement are essential for the protection of the beneficiaries. It is also agreed that delinquency and continued failure to remit these contributions to the Trust Funds (including the Employer Industry Fund, U.A. Canadian Training Trust Fund, **UA Industry Enhancement** Fund and the Union Administration Fund) is a breach of the Agreement under which the Employer is bound and it shall not be a violation of this Agreement for the Union to remove employees covered by the terms of this Agreement from the jobs of a delinquent Employer.

## **SCHEDULE "C"**

### **SIGNATORIES TO THE CANADIAN NATIONAL STANDARD AGREEMENT FOR A COMMERCIAL MANUFACTURING AND PIPE FABRICATION**

Aecon Mining Construction Services, Brantford, Ontario  
Aecon Mining Construction Services, Cambridge, Ontario  
Aecon Mining Construction Services, Pictou, Nova Scotia  
Ameil Constructors Ltd, Come by Chance, Newfoundland  
Atlantica Mechanical, Dartmouth, Nova Scotia  
Balzer's Canada Ltd, Regina, Saskatchewan  
Bennett Mechanical Installations Ltd, Millgrove, Ontario  
Besterd Mechanical Inc, London, Ontario



Bird Mechanical, Newmarket, Ontario  
BMF Fabrications Ltd, Brantford, Ontario  
Black & McDonald Ltd, Ottawa, Ontario  
Black & McDonald Ltd, Dartmouth, Nova Scotia  
Black & McDonald Ltd, Saskatoon, Saskatchewan  
Black & McDonald Ltd, Toronto, Ontario  
Cahill Constructors Ltd, Toronto, Ontario  
CIMS Ltd, Corunna, Ontario  
CIMS Ltd, Saskatoon, Saskatchewan  
Corwest Fabrications Ltd, Port Coquitiam  
Dean Lane Contractors Inc, Kitchener, Ontario  
DMS Industrial ILtd, Winnipeg, Manitoba  
Douglas Barwick Inc, Brockville, Ontario  
ES Fox Ltd, Niagara, Ontario  
ES Fox Ltd, Kingston, Ontario  
Gastier International Inc, Montreal, Quebec  
Ideal Welders Ltd, Delta, British Colombia  
Laframboise Group Inc, Cornwall, Ontario  
Lamsar Inc, Sarnia, Ontario  
Lorneville Mechanical Constructors Ltd. Lorneville, New Brunswick  
Muga Fab Inc, Montreal, Quebec  
Nardei Fabricators Ltd, Calgary, Alberta  
Nicholls Fabrication Inc, Ayr, Ontario  
NPL Canada Ltd, Vaughan, Ontario  
Qualifab Inc, Levis, Quebec  
Roberts Onsite Inc, Kitchener, Ontario  
Socomec Industriel Inc, Sorel-Tracy, Quebec  
Stainless Piping Systems Inc, Etobicoke, Ontario  
Sunny Corner Enterprises Inc, Miramichi, New Brunswick  
Sutherland-Schultz Inc, Cambridge, Ontario  
State Group, Hamilton, Ontario  
Tu-Mec Inc, Montreal, Quebec  
Unies Fab Inc, Jonquiere, Quebec  
Venshore Mechanical Ltd, Thunder Bay, Ontario  
Western Mechanical Electrical Millwright Services, Barrie, Ontario

## SCHEDULE "D"



### **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.

CPFA – Canadian Pipe Fabricators 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 Pipe Fabricators Association.

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 may be appointed by the Union Business Manager from the Employer's existing work force. Additional SC's may be appointed based upon job and/or crew size.

SFE - Standard for Excellence

Contractor(s) – shall also mean fabricator or employer as related to this collective agreement.

## **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 1<sup>st</sup> discharge or layoff for cause, the employee/member will meet with the Local Union Business manager or the Regional Business Agent and receive verbal counselling. The content of the counselling 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 2<sup>nd</sup> 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 3<sup>rd</sup> discharge or layoff for cause within a thirty-six (36) month period, the employee/member will meet with the Executive Board, which shall review the facts and make a recommendation for action against the employee/member, with a maximum recommended penalty up to and including permanent elimination from the Out of Work List.

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

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

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

The above process may:

1. Require the employee/member to obtain drug and/or alcohol counseling or further training from the JATC before again being eligible for referral.
2. Disqualify the employee/member for referral from the Out-of-Work List for a period of two (2) or more weeks, or permanently, depending on the seriousness and/or repetitive

nature of the conduct, with the Executive Board making the final determination as to the employee/member's continued eligibility for referral.

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

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

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

### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

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

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

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

- Provide reasons in writing for returning unsatisfactory general foremen, foremen, journey workers and apprentices to the hiring hall.
- Provide worker recognition for a job well done.
- Supply all necessary tools, equipment, material and information in a timely manner to ensure a successful project.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the Site Supervision and Standards Coordinator in preventing and resolving work problems.
- Problems with Contractor performance shall be addressed as follows:
  - Management will address concerns brought forth by the Standard Coordinator. If the lowest level of management does not resolve the problem, the Local Union Business Manager and Standard Coordinator will address the issues with higher levels of management.
  - If the issues are not corrected, the Union, or the Contractor shall call for a Labour-Management meeting to resolve concerns or issues.
  - If the issue is not resolved, the CPFA, 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.
- 



John Telford  
Director of Canadian Affairs



Robert LeChien  
General Manager, CPFA

## UNDERSTANDING

Further to the negotiations between the Canadian Pipe Fabricators Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada which concluded in Mississauga, Ontario on December 20, 1995, the following was discussed and agreed to informally by the parties.

It is understood and agreed to by the parties of the Agreement that the intent and application of Article VIII - B - 9 is that all grinding of pipe fabrication welds is to be performed by those employees in the classification referenced in Article VIII - A.

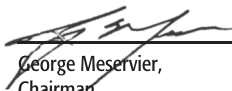
Dated this **20<sup>th</sup>** day of December, **1995**

The Canadian Pipe Fabricators  
Association for and on behalf of its  
member companies

The United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United  
States and Canada (AFL-CIO, CFL)



Gordon V. Stewart,  
Chairman of the C.P.F.A.  
Bargaining Committee



George Meservier,  
Chairman  
Director of Canadian Affairs, UA

## UNDERSTANDING

It is hereby agreed and understood that the Canadian Pipe Fabricators Association (Association) agrees to remit on behalf of each member company (Member) signatory to this Agreement, in good standing with the Association, on an annual basis, the fee required by the PIPE FABRICATION INDUSTRY COMMUNICATIONS AND PRODUCTIVITY FUND. Failure to remit the annual fee required on behalf of a Member because the Member is not in good standing with the Association shall be cause for this Agreement with the Member to be terminated.

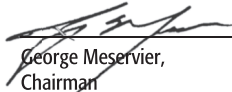
Dated this **1<sup>st</sup>** day of May, **1997**

The Canadian Pipe Fabricators  
Association for and on behalf of its  
member companies

The United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United  
States and Canada (AFL-CIO, CFL)



Gordon V. Stewart,  
Chairman of the C.P.F.A.  
Bargaining Committee



George Meservier,  
Chairman  
Director of Canadian Affairs, UA

## UNDERSTANDING

Further to the negotiations between the Canadian Pipe Fabricators Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada which concluded in Mississauga, Ontario on November 18, 1998, the following was discussed and agreed informally by the parties.

Selection of Metal Trades Apprentices shall be made by the Employer and will be made from the ranks of the Metal Trades Employees employed by the Employer.

Where training offered by the Local Training Department through the Joint Apprentice Training Committee (J.A.T.C.) is not made available to the Employers Metal Trades Apprentices or does not meet the needs of the Employers Journeymen, the Employer may arrange an in-plant training program and provide instruction. The Employer may make application for financial support of the in-plant training program to the United Association Canadian Training Fund and the J.A.T.C., both of whom may choose, independently of each other, to grant or deny the request.

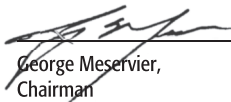
Dated this **18<sup>th</sup>** day of November, **1998**

The Canadian Pipe Fabricators  
Association for and on behalf of its  
member companies



Gordon V. Stewart,  
Chairman of the C.P.F.A.  
Bargaining Committee

The United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United  
States and Canada (AFL-CIO, CLC)



George Meservier,  
Chairman  
Director of Canadian Affairs, UA

## UNDERSTANDING

Further to the negotiations between the Canadian Pipe Fabricators Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada which concluded in Mississauga, Ontario on November 18, 1998, the following was discussed and agreed informally by the parties.

It is understood and agreed by the parties to the National Standard Agreement for a Commercial Manufacturing and Pipe Fabrication Shop that the nature of this agreement is that of a Manufacturing Agreement, not a Construction Industry Agreement. All grievances by parties to the agreement must follow the steps set forth in Article XIX - Joint Conference Board and are not to be referred to another body, provincial or local, as if they were matters pertaining to the Construction Industry.

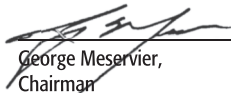
Dated this **18<sup>th</sup>** day of November, **1998**

The Canadian Pipe Fabricators  
Association for and on behalf of its  
member companies



Gordon V. Stewart,  
Chairman of the C.P.F.A.  
Bargaining Committee

The United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United  
States and Canada (AFL-CIO, CLC)



George Meservier,  
Chairman  
Director of Canadian Affairs, UA

## UNDERSTANDING

Further to the negotiations between the Canadian Pipe Fabricators Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada which concluded in Mississauga, Ontario on January 6, 2011, the following was discussed and agreed informally by the parties.

It is understood and agreed by the parties to the Canadian National Standard Agreement for a Commercial Manufacturing and Pipe Fabrication Shop under the clause IX (I) Overtime, the practice in this industry is that the rate of pay for all of the regular scheduled hours of a shift is the rate in effect at the commencement of the shift, irrespective of a change of day.

Example:

A Shift that starts on Friday is straight time to completion of that shift.

A shift that starts on Saturday is time and one half to completion of that shift

A shift that starts on Sunday is double time to completion of that shift

Dated this **7<sup>th</sup>** day of January, **2011**

The Canadian Pipe Fabricators  
Association for and on behalf of its  
member companies



Robert LeChien,  
Chairman of the C.P.F.A.  
Bargaining Committee

The United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United  
States and Canada (AFL-CIO, CLC)



John Telford,  
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## NOTES