

UNITED ASSOCIATION OF PLUMBERS AND PIPEFITTERS, LOCAL 170

STANDARD ICI AGREEMENT

By and Between:

The Party of the First Part:
Construction Labour Relations Association
of British Columbia

On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and those members added from time to time by notice given to the Union.

(Hereinafter referred to as the "Employer")

And:

The Party of the Second Part:
The United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry of the United
States and Canada, Local 170

(Hereinafter referred to as the "Union")

Expiry April 30, 2010

(see Common Terms, Section 19)

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Part A ICI STANDARD AGREEMENT COMMON TERMS

SECTION 1 - ARTICLES OF AGREEMENT

- 1.1** Articles of Agreement made and entered into between the CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA as Party of the First Part and LOCAL UNION 170 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA as Party of the Second Part; with a view of promoting the business of heating, sanitation, gasfitting, oil burning, stoker installations and all pipefitting installations for the conveying of liquids and air; to organize those persons who are qualified therein in order to allow these trades to insure a standard of efficiency for the protection of the public and for those persons engaged in such businesses by establishing and maintaining of fair conditions and settling of differences which may arise between those who are Parties to this Agreement and to maintain industry peace. The Parties to this Agreement also intend to use training programs and new means and methods of production to increase annual available working hours, increase industry productivity and better the standard of living for all persons engaged in this industry.

It is recognized that the Employer has the right and responsibility to direct and manage their business and shall do so in accordance with the provisions of this Agreement.

SECTION 2 - BARGAINING AUTHORITY

- 2.1** The Parties agree that this Agreement is binding upon the Construction Labour Relations Association of British Columbia on behalf of its members who have authorized the Association to conclude a Collective Agreement on their behalf with Local Union 170 and each and every one of its members. For the purposes of this Agreement, the Party of the First Part is designated and recognized by the Party of the Second Part as the sole agent and authority for bargaining on behalf of its members. The Party of the Second Part agrees that the Party of the First Part shall solely represent each and everyone of its members in respect of any dispute, grievance, question, negotiation, matter or anything pertaining to or arising out of this Agreement and that no direct bargaining, negotiation or discussion shall take place between individual Employers and the Party of the Second Part, except at the direction of the Party of the First Part and except as is provided in this Agreement.

SECTION 3 - JOINT CONFERENCE BOARD AND ITS FUNCTIONS

- 3.1** A Joint Conference Board will be formed of five (5) members of and nominated by the Mechanical Industrial Relations Association of British Columbia and five (5) members of the Union who shall meet as required by either Party, at which meeting three (3) members of each Party will constitute a quorum; such Board shall have the power on behalf of the respective parties hereto to adjust trade disputes, grievances or establish regulations governing the conduct of their members.
- 3.2** When, in the opinion of the Parties to this Agreement, certain work might be secured that will not permit the recognition of conditions as outlined in this agreement and it is found expedient that with some modification of these conditions this work could be secured with the approval of the Joint Conference Board or the consent of the Local Union Conference Board, they shall make such arrangements to govern such work and notify all Parties to this Agreement, and it shall not be considered a violation of this Agreement.

SECTION 4 - PROCEDURE TO BECOME SIGNERS

- 4.1 The Party of the Second Part agrees that it will make every endeavour to have its members work only for Employers who are members of the Party of the First Part; whenever a vacancy occurs in any Shop, the Union must be given the first opportunity to fill same.
- 4.2 The Union shall be allowed to organize through the due process of the Law those legitimate contractors engaged in mechanical contracting who can provide proof of financial capability.
- 4.3 **Wage Bond**

Before Union members are dispatched to any Employer who has not been signatory to a U.A. Agreement in British Columbia for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union up to a maximum of \$1,000 per Employee and a total maximum of \$15,000 with the B.C. Pipe Trades Council for use in default of payment of wages, pension contributions, welfare contributions, vacation pay, statutory holiday pay or any other contributions provided by the Collective Agreement. When no longer required, such bond, by mutual consent of the Union and the Employer concerned, shall be terminated, but where mutual consent cannot be achieved the matter shall be subject to the Arbitration Procedure provided in Section 10, Common Terms.

SECTION 5 - TIME OFF FOR UNION BUSINESS

- 5.1 Employees serving on the Joint Conference Board and various Union Committees or as Trustees of the various funds covered by the terms of this Agreement shall be allowed time off to attend to Union Business after making arrangements with the Employer.

SECTION 6 - PRE-JOB CONFERENCE

- 6.1 If a Pre-job Conference is deemed to be necessary, it will be held in the City of Vancouver. The final conclusion as to whether or not the Pre-job Conference is necessary will be left to the Joint Conference Board.
- 6.2 The Pre-job Conference shall clearly spell out initial travel to and from the job, living out allowance if applicable, fares paid, location of the camp relative to the job and the scheduled hours of work. The Employer shall notify the Union, in writing, in the event of a reduction in the scheduled hours of work.
- 6.3 If the Employer uses the hours of work as a method to entice Employees to a site and subsequently reduces the scheduled hours of work, then the Union may refer the matter to the Joint Conference Board to have the 15/30 day section waived. (See provisions for out of town projects).

SECTION 7 - ROTATION OF WORK

- 7.1 The Party of the First Part agrees that for the proper observance of the terms of this Agreement, its members shall endeavour to provide a more equitable distribution of the work and on contract, where it is possible, that a system of rotation of the workers be established. This will be worked out in co-operation with the Business Representative and Joint Conference Board.

SECTION 8 - WORKING PARTNERS AND SHAREHOLDERS

- 8.1 Any person operating a business as a sole proprietorship under the jurisdiction of the Union retains the right to work with the tools.

- 8.2** Where two (2) or more persons are operating a business as a legal partnership under the "Partnership Act" of the Province of British Columbia, only one (1) of such persons has the right to work with the tools, and only that one (1) will be recognized by the Union as a working partner. Such working partner must be designated by the persons conducting the shop as a partnership at the time this Agreement is entered into, and the declaration of partnership filed under the "Partnership Act" must be produced by such person to the Joint Conference Board, if requested.
- 8.3** Where a limited liability company is operating a business under the jurisdiction of the Union, only one (1) active major shareholder of such limited liability company has the right to work with tools, and no other shareholder of the company shall have the right to work with the tools unless otherwise agreed to by the Union. Within the terms of this paragraph, "Major" means ten percent (10%) of equity worth in the company.
- 8.4** Provided, however, that such businesses having a working shareholder shall employ members of the Union and work under the same conditions as applied to members, such members so employed shall not be subject to dismissal for lack of work and the Employer or Shareholder complete such installation.
- 8.5** No member of the Union will be permitted to contract, or sub-contract, or "lump" the installation of any plumbing, heating, sprinkler, or pipe work, or any other work under the jurisdiction of the Union, or to work for any business where sub-contracting is done as above.
- 8.6** The Working Partner shall work under the terms of the Collective Agreement and must have a valid Tradesperson's Qualification ticket, and all Trust Funds shall be paid on their behalf, and they shall be entitled to membership in the Union. They shall obtain from the Union a plasticized identification card, and they shall carry on their person such card during working hours.

SECTION 9 - DISPUTES AND GRIEVANCES

- 9.1** In case of any dispute or grievance arising that cannot be settled informally by the member representative of the Union and Employer, it will be referred to representatives of the Parties. If the dispute or grievance remains unsettled, it will then be referred to the Joint Conference Board and such Board shall meet within twenty-four (24) hours, if necessary. In any case, any grievance that is not submitted, in writing, to the other Party within one (1) week of the time the cause of such grievance should have been known shall be deemed to have been abandoned. Any variation from this Section would only take place in very exceptional circumstances such as lack of communications facilities, etc.
- 9.2** If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Joint Conference Board upon its having been considered by the Joint Conference Board, then either of the Parties to the dispute or grievance will be at liberty to refer the dispute or grievance to an Arbitration Board in the manner hereinafter provided for.
- 9.3** A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the Parties and their members.

SECTION 10 - ARBITRATION PROCEDURE

- 10.1** The Joint Conference Board on a majority vote shall determine the validity of a dispute or grievance. If the grievance or dispute is declared valid and either Party refuse to appoint a member to the Arbitration Board, the Party requesting Arbitration shall be authorized by the Joint Conference Board, by letter, to apply to the Minister of Labour for the appointment of a member to the Arbitration Board on behalf of the other Party.
- 10.2** If a majority vote of the Joint Conference Board rules that the dispute or grievance is not valid, no further action shall be instituted by the Party concerned regarding that specific dispute or grievance.

- 10.3** If the Joint Conference Board deadlock on the validity of a dispute or grievance, then such dispute or grievance may be processed in accordance with the procedure outlined herein (Section 10.4 to 10.9 inclusive).
- 10.4** Either Party desiring arbitration shall appoint a member for the Board and shall notify the other Party, in writing, of its appointment and particulars of the matters in dispute. Nothing contained in this Section shall preclude the right of any Signer to this Agreement to proceed to arbitration.
- 10.5** The Party receiving the notice, shall within five (5) days thereafter, appoint a member for the Board and notify the other Party of its appointment.
- 10.6** The two (2) Arbitrators as appointed shall confer to select a third person to be Chairperson, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member. It is understood that the Parties may mutually agree to a single arbitrator.
- 10.7** The Arbitration Board or Arbitrator shall sit, hear the Parties, settle the term of the question or questions to be arbitrated and make its award within ten (10) days from the date of the appointment of the chairperson, provided that the time may be extended by agreement of the Parties.
- 10.8** The Arbitration Board or Arbitrator shall deliver its award, in writing, to each of the Parties, and the award shall be final and binding upon the Parties and they shall carry it out forthwith.
- 10.9** Each Party shall pay its own cost and expense of arbitration, the remuneration and disbursement of its appointee to the Board or the total cost and compensation and other expense for any person appointed by the Minister of Labour (in compliance with Section 10.01) shall be paid by the Party the said appointee is representing. One-half (1/2) the costs of the Arbitration Board or Arbitrator shall be paid by each Party.

SECTION 11 - PIPING INDUSTRY TRUST FUNDS

- 11.1** It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Trust Funds as outlined in this Section, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collections of Trust Fund monies.

11.2 Piping Industry Apprenticeship Fund

Effective August 3, 2003 each Employer will contribute forty-eight cents (\$0.48) per hour earned by each Employee (forty-three cents (\$0.43) per hour for Administration and five cents (\$0.05) for Bursaries. Effective January 1, 2006 each Employer will contribute seventy-three cents (\$0.73) per hour earned by each Employee (sixty-eight cents (\$0.68) per hour for Administration and five cents (\$0.05) for Bursaries). Operation of this Fund shall be governed by the PIPING INDUSTRY APPRENTICESHIP BOARD, as defined in Section 11.3.

11.3 Piping Industry Apprenticeship Board

The Piping Industry Apprenticeship Board will manage and control the monies of the Piping Industry Apprenticeship Fund and the training (apprenticeship or upgrading) which is undertaken by the parties through the PIAB. An Operations Committee, made up of three representatives from management and three representatives from the Union will oversee the day to day operations of the Board. The PIAB will be governed by the "Societies Act" with a joint and equal board of ten directors (six of which shall form the Operations Committee) with the Union in the chair with a deciding vote, if needed, on issues other than policy, personnel or budget approval. Union directors shall be appointed by the Union and management directors shall be appointed by MIRA.

11.4 Canadian Training Fund

Each Employer shall contribute, effective August 6, 2002, on Industrial, November 1, 2002 on Commercial/Institutional, five cents (\$0.05) per hour earned by each Employee.

11.5 International Training Fund

Each Employer shall contribute, effective August 3, 2003, five cents (\$0.05) per hour earned by each Employee.

11.6 Canadian Political Action Fund

Each Employer shall contribute, effective August 3, 2003, one cent (\$0.01) per hour earned by each Employee.

11.7 Union Health & Welfare Plan

Effective August 2, 2003, each Employer shall contribute two dollars and forty-two (\$2.42) per hour earned by each Employee working under the terms of this Agreement to the Union Health & Welfare Plan.

Additional allocations to the Union Health & Welfare Plan will be identified in Schedule A and Schedule B.

Operation of this Plan shall be governed by the Trustees of the Union Health & Welfare Plan. Trustees to be selected in accordance with Section 11.7.1. In the event of compulsory Government Health and Welfare Plans, this contribution will be in addition thereto.

11.7.1 Health & Welfare Plan Trustees

Trustees of the Union Health & Welfare Plan shall be seven (7) in number, comprising four (4) Union nominees and three (3) Mechanical Industrial Relations Association nominees, and the Chairperson shall be a Local Union 170 nominee. A quorum shall consist of five (5) members, of which three (3) shall be from the Union. The Chairperson presiding at such meetings shall have the second or casting vote in the event of a tie. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. Prior to major changes in policy by the Welfare Plan Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund will be used for the purpose of, and in accordance with, the Trust Agreement dated April 1, 1964 between the Mechanical Industrial Relations Association and Local Union 170.

11.8 Union Pension Plan

Each Employer shall contribute three dollars (\$3.00) per hour earned by each Employee working under the terms of this Agreement to the Local Union 170 Pension Plan. Effective November 1, 2005 this amount shall increase to three dollars and forty cents (\$3.40) per hour earned by each Employee. Effective May 1, 2006, this amount shall be increased to four dollars (\$4.00) per hour earned. Effective May 1, 2007, this amount shall increase to four dollars and fifty cents (\$4.50) per hour earned.

Additional allocations to the Union Pension will be identified in Schedule A and Schedule B.

Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with this Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

11.8.1 Pension Plan Trustees

Trustees of the Pension Plan shall be seven (7) in number, comprising four (4) Union nominees and three (3) Mechanical Industrial Relations Association nominees and the Chairperson shall be a Local Union 170 nominee. A quorum shall consist of five (5) members of which three (3) shall be from the Union. The Chairperson presiding at such meetings shall have the second or casting vote in the event of a tie. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. Prior to major changes in policy by the Pension Plan Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund will be used for the purpose of, and in accordance with, the Trust Agreement dated April 1, 1964 between Mechanical Industrial Relations Association and Local Union 170.

11.9 Journeyperson Training and General Industry Promotion Fund (JTIP)

Effective August 6, 2002, each Employer shall contribute ten cents (\$0.10) per hour earned by each Employee working under the terms of this Agreement to the Journeyperson Training and General Industry Promotion Fund. This fund to take care of the already established requirements regarding applicable tickets, welding tests and collective agreement stipulated accessories, supervisor training related programs, and joint industry initiatives and such other items to which the Parties subsequently agree. For the purpose of determining tickets and tests, this is defined as covering costs of Welding Tests, Gasfitters, Plumbers, Steamfitters/Pipefitters, Oil Burner Mechanics and Sprinklerfitters annual ticket renewals required for the performance of their work, other than the original B.C. Provincial Certification (first pressure ticket or Certificate of Competency), and for such other functions as established by the Trustees of this Fund. Operation of this Fund shall be governed by the Trustees of the Journeyperson Training and General Industry Promotion Fund; such Trustees to be selected in accordance with this Agreement.

11.9.1 Journeyperson Training and General Industry Promotion Fund Trustees

The new JTIP fund trust agreement will recognize joint and equal trusteeship with the Local Union in the chair and a deciding vote on the issues, unless otherwise agreed to herein. Trustees of the Journeyperson Training and General Industry Promotion Fund shall be six (6) in number, comprising three (3) Union nominees and three (3) Mechanical Industrial Relations Association nominees. The Chairperson shall be a Union nominee. A quorum shall consist of four (4) members. The Chairperson presiding at such meetings shall have a second or casting vote in the event of a tie. The complete policies, management and control of this Fund will be controlled by this Board of Trustees. Prior to major changes in policy by the Journeyperson Training and General Industry Promotion Fund Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund shall be used for the purpose of and in accordance with the new Trust Agreement between the Mechanical Industrial Relations Association and Local Union 170.

The Parties agree that the contract costs of an industry research person will be borne equally by the JTIP fund and the MIRA fund, for the term of this Agreement if one is required.

11.10 Mechanical Industrial Relations (MIRA) Fund

Effective August 6, 2002, the MIRA fund, will be funded through a twenty seven cent (\$0.27) per hour earned contribution for all hours worked by all Employers signatory to this agreement. This fund will have Employer only administration.

11.11 Contract Administration Fund

Effective July 15, 2005, all signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payments to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers.

11.12 Working Dues Check-off

The Employer shall deduct for a Working Dues Check-off an amount of two and one-half percent (2.5%) of hourly gross wages or any additional amount under Resolution passed by the General Membership of the Union, not to include fringe benefits (i.e. Holiday Pay, Health and Welfare, Pension) earned by all Employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of the Union, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each Employee shall submit a written Authorization to their Employer as a condition of employment which shall be supplied by the Union.

Collection of the Working Dues Check-off shall come under the same provisions that govern "The Piping Industry Trust Funds", Section 11.16.

11.13 Construction Industry Benefit Funds:

Each Employer shall contribute ten cents (\$0.10) per hour earned, by each Employee working under the terms of this Agreement, to the following Funds or Plans:

B.C. Jurisdictional Work Assignment Plan	\$0.01
Rehabilitation Fund	\$0.02
Local 170 Affiliation Fund/Local 170 Benefit Fund	\$0.06
BCBCBTU Fund	\$0.01

11.13.1 BC Jurisdictional Work Assignment Plan

Employers shall provide funding of one cent (\$0.01) per hour for all hours earned by Employees covered by this Agreement to the Jurisdictional Work Assignment Plan Fund in accordance with the Standard Remittance Form. Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JA Plan), the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

11.13.2 Rehabilitation Fund

Employers shall provide funding of two cents (\$0.02) per hour for all hours earned by Employees covered by this Agreement to the BC Construction Industry Rehabilitation Fund in accordance with the Standard Remittance Form.

11.13.3 Local 170 Affiliation Fund/Local 170 Benefit Fund

The Local 170 Affiliation Fund/Local 170 Benefit Fund is made up of the following:

- (a) the Affiliation Fund
- (b) the Local 170 Defence Fund
- (c) the Jury Duty Fund

11.13.4 BCBCBTU Fund

Effective August 6, 2002, Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JA Plan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

11.13.5 Fund Operations

Operation of these funds shall be governed by the Trustees so appointed by their respective bodies.

These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

11.14 Piping Industry of B.C. Indemnity Fund (PIIF)

The funding of this Section shall be paid for by a contribution of one cent (\$0.01) per hour by the Employer for each hour earned by each Employee to the J.T.I.P. in accordance with the Trust Document.

Parties to this Agreement jointly recognize a need to provide a measure of protection to Employees whose earnings or other contractual obligations may be left unsatisfied by reason of default on the part of their Employers. For the purpose of meeting such need, the parties hereto agreed to the provisions of the Piping Industry of British Columbia Indemnity Fund which shall be available for the satisfaction of legitimate claims as expeditiously as possible presented by Employees employed under the terms and conditions of this Agreement.

11.15 Supplementary Unemployment Benefit (SUB) Fund

Effective May 1, 1994, each Employer shall contribute ten cents (\$0.10) per hour earned to the SUB Fund.

11.16 Payment of Trust Fund Contributions and Working Dues Check-off

Contributions to the foregoing Funds and Working Dues Check-off shall be due and payable in the Union office and shall be made in regular monthly remittances, cheques payable at par to the Trust Company or Trust Account designated by the Trustees of the Funds and, in case of Dues Check-off, the Financial Secretary of the Union. All such cheques shall be mailed in accordance with such procedure as are prescribed by the Trustees.

All contributions to the Funds shall be due and payable on or before the 15th day of the calendar month following the month in which the obligation arose to pay the contributions. The monthly contributions shall arise as agreed upon in any existing or future collective agreements and shall include all obligations which have arisen for work performed by an Employee up to and including the last day of the preceding calendar month.

Each monthly contribution shall be accompanied by a report form as prescribed by the Trustees of the Funds, and should the Employer have no Employees during the month for which contributions would be owing and payable, they shall submit a "NIL" report indicating that they have no Employees working under the terms of this Agreement.

11.17 Delinquent Payments and Inspection

The duly appointed representative of the Joint Conference Board (payroll verifier) shall 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 contributions, 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 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.

The payroll verifier function will be administered by the Union. The Parties agree that policy issues regarding the payroll verifier will be determined on a joint and equal basis.

Delinquency or failure to pay and/or remit contributions to the Trust Fund shall be dealt with as follows:

11.17.1 The Union shall advise the Employer within seventy-two (72) hours, in writing, of any delinquency.

11.17.2 If the Employer fails to respond within seventy-two (72) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

SECTION 12 - NON-UNION WORKERS AND MATERIALS

12.1 The Union reserves the right to render assistance to other labour organizations. Refusal of Union members to work with non-Local 170 workers performing work within Local 170's trade and territorial jurisdiction, shall not be deemed a breach of this Agreement, if this work is under the Employer's control. In all such cases of refusal the Joint Conference Board will be given prior notice and a meeting held if requested.

SECTION 13 - ACCESS TO JOBS BY UNION

13.1 The Business Representative of the Union shall have access to all jobs and shops at all times during working hours.

SECTION 14 - COMPLIANCE WITH HEALTH & SAFETY REGULATIONS

14.1 It is understood and agreed that the Employers and the Union shall at all times comply with the Occupational Health and Safety (OHS) Regulations made pursuant to WorkSafe BC, and any refusal on the part of the worker to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

14.2 The Employer shall notify the Union and shall endeavour to notify the Employee's family in the event of a fatality.

SECTION 15 - DRUG & ALCOHOL POLICY

15.1 The parties agree to establish a Drug and Alcohol Policy Committee ("the DAP Committee") which once established on terms mutually agreeable between the parties will develop a Drug and Alcohol Policy for recommendation to the BCBCBTU and CLR.

SECTION 16 - CUSTOMER LABOUR DISPUTES

- 16.1** When a dispute between the Customer and their Employees may result in legal picketing, the signatory Employer shall transfer or terminate their Employees as if the job were completed and pay all transportation fares back to the point of dispatch. When a job is re-opened, the Employer has the right to recall all Employees who were on the job at the time of the shutdown. It is understood that this Section is applicable only once per labour dispute on any particular jobsite. This Section shall not apply to informational picketing.

SECTION 17 - SAVINGS CLAUSE

- 17.1** It is assumed by the Parties that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the Parties agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

SECTION 18 - ENABLING

- 18.1** The Local Union Conference Board, in conjunction with the Employer's representative or the Employers bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement and in writing, amend or delete any terms or conditions of this Agreement for the length of a specific job.

It is understood and agreed that any amendments or deletions to any terms and conditions of this Agreement made pursuant to this Section, will apply only to the specific job identified by the Parties and that when the job that is the subject of special terms agreed to pursuant to this Section is completed, all regular terms of this Agreement will be reinstated.

In the event that a job that is the subject of special terms agreed to pursuant to this section continues in progress beyond the expiration of the term of this Agreement, any special terms which apply to the job will continue to apply beyond the expiration of the term of this Collective Agreement, but only until a new Agreement is agreed to, unless the Union agrees otherwise at the time of bidding.

No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

SECTION 19 - TERM OF AGREEMENT

- 19.1** This Agreement shall be binding upon and inure to the benefit of each Employer who signs this Agreement or upon whose behalf it is signed and Local Union 170. It is recognized by the Parties that the terms and conditions of the 2000-2004 Agreement were in effect until such time as the Parties signed Memorandums for parts of this Agreement that were subsequently enabled into place to the mutual benefit of the Parties. It is further agreed by the Parties that this Agreement shall be in effect until the 30th day of April, 2010, and thereafter from year to year unless it is terminated by either Party giving to the other written notice that the Agreement shall be terminated on the Anniversary Date of the Agreement at least three (3) months prior to the Anniversary Date. Provided, however, that in the event that notice that the Agreement will be terminated on its next Anniversary Date has been duly given and no collective agreement has been concluded by the date of termination, this Agreement shall nevertheless continue in full force and effect to be binding upon each Employer and their or its Employees until such Employer has locked out their or its Employees or their or its Employees have gone on strike, whichever first happens.

The Joint Conference Board shall convene within thirty (30) days of the giving of such notice and deal with the said notice.

19.2 The operation of Section 50 (2) and (3) of the Labour Relations Code of BC is hereby excluded.

19.3 The following Part B – Commercial/Institutional Terms and Conditions, and Part C – Industrial Terms and Conditions, form part of this Agreement which the parties herein have agreed to and herein sign.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION 170

LETTER OF UNDERSTANDING

Construction Labour Relations Association of B.C., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170, and Mechanical Industrial Relations Association hereby agree to this Letter of Understanding being attached to and forming part of this Collective Agreement between Construction Labour Relations Association of B.C. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170. The Parties hereby agree:

1. Construction Labour Relations Association of B.C. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170 hereby agree that their members who are bound to the Collective Agreement shall abide by the decisions of the Joint Conference Board.
2. Construction Labour Relations Association of B.C. shall recognize and accept the appointment of Employer members to the Joint Conference Board as made by Mechanical Industrial Relations Association.
3. Construction Labour Relations Association of B.C. shall recognize the sole right of Mechanical Industrial Relations Association to appoint Employer Trustees and change Employer Appointees and Employer Trustees on the various Trust Funds established in this Agreement.
4. Mechanical Industrial Relations Association hereby agrees to appoint Employer members to the Joint Conference Board and to appoint Trustees as provided in the Collective Agreement.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION 170

MECHANICAL INDUSTRIAL RELATIONS
ASSOCIATION

Part B

COMMERCIAL INSTITUTIONAL WORK

TERMS AND CONDITIONS

SECTION 1 - HOURS OF WORK

- 1.1 On the first shift or regular day shift the hours of work shall be from 8:00 am to 4:30 pm from Monday to Friday inclusive with one-half (1/2) hour for lunch, except where it is mutually agreed to take one (1) hour for lunch, then the working day shall end at 5:00 pm. (The above hours of work may be varied without penalty to comply with Provincial Fire Regulations or Fire Regulations established by the holder of a Timber License.) No Employee shall be employed for more than forty (40) hours per week without the sanction of the Business Manager or Business Representative of the Local Union. (Overtime sanction shall not be unreasonably withheld.)

SECTION 2 - REST BREAKS

- 2.1 On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. On shifts of ten (10) hours, the Employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the end of eight (8) hours, to be paid at *straight time rates*. If a second meal break is provided, the rest breaks will be ten (10) minutes each as per the shift schedules. If a *second paid meal break* is provided, it will be provided at prevailing rates, and the third rest break shall not be taken.

SECTION 3 - OVERTIME

- 3.1 All work done in excess of these hours shall be considered overtime and paid for at one and one-half (1-1/2) the regular rate of pay for the first two (2) hours Monday through Friday and the first eight (8) hours on Saturday and double time thereafter. Sundays and all Statutory Holidays will be paid at double time rates.

SECTION 4 - COMPRESSED WORK WEEKS

- 4.1 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or the Tuesday through Friday period.
- 4.2 Where this option is worked, all hours worked in excess of ten(10) hours per day, shall be paid at two (2) times the applicable rate of pay. When a fifth (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1½) times the applicable rate of pay. When a sixth (6th) day is worked (Saturday), the first eight (8) hours shall be paid at one and one-half (1½) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay.
- 4.3 If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premiums will apply.
- 4.4 Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the preceding Thursday shall be the observed day off unless varied by mutual consent. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the following Tuesday shall be the observed day off, unless varied by mutual consent. Either of these "observed" days, if worked will be at two times the regular rate and the regular "5th day" in either case can be worked at one and one half

times the regular rate. When a statutory holiday falls in the work week, the Union and the Employer shall mutually agree to the work schedule for that week.

SECTION 5 - START AND STOP TIME VARIANCES

- 5.1** It is mutually agreed that the starting and stopping time may be varied by one (1) hour, earlier or later than the normal 8:00 am start, at the Employer's discretion.
- 5.2** An Employee who reports for work and for whom no work or less than four (4) hours' work is available, shall receive not less than four (4) hours' pay at the prevailing rates unless they have been notified by the Employer before leaving home not to report. No callout on any day (Saturday and Sunday included) shall be paid at less than four (4) hours at the prevailing rates on any work.
- 5.3** Any Employee who works more than four (4) hours on their regular scheduled shift and is sent home for any reason by the Employer shall be paid for the remainder of this shift at prevailing rates. This Section does not contravene Section 16.6.3.

SECTION 6 - STATUTORY HOLIDAYS

- 6.1** The following are recognized Statutory Holidays. A letter will be sent annually by CLR and UA Local 170 with proper dates.

New Year's Day	British Columbia Day
Third Monday in February (Heritage Day)	Friday preceding Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday preceding British Columbia Day	Boxing Day

or any day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia (See Section 3 - Overtime). The third Monday in February (Heritage Day) and the Friday preceding Labour Day may be worked at straight time rates, with an alternate day scheduled off in lieu, as mutually agreed between the Employer and the Employee.

- 6.2** Any Employee working in the Yukon Territory shall further receive payment at the rate of double time for hours worked on Discovery Day or any new holiday declared by the Government of the Yukon Territory.
- 6.3** Any holiday falling on a Saturday or Sunday shall be observed the following work day(s). No Employee shall be required to work on Labour Day except for the preservation of life or property.
- 6.4** The Joint Conference Board holds the right to determine the terms and conditions for Industry Holiday Shutdowns. Whereupon their decisions on these terms are final and binding upon the Parties involved.

SECTION 7 - SHIFTS

7.1 Scheduling of Shifts

- 7.1.1** The Employer may schedule an afternoon and/or night shift if/as required.
- 7.1.2** Three (3) consecutive days shall be necessary to constitute an afternoon or night shift, where these shifts are not maintained for these consecutive working days, all time will be paid at two times the regular scheduled rate of pay.

- 7.1.3 It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- 7.1.4 Meal hours may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.
- 7.1.5 When overtime shift schedules are put into effect the Employees shall be paid in accordance with the schedules where they apply.
- 7.1.6 If the shift starting times are changed to meet job requirements the same principle is to be applied on computing the hours as if the shift started at the established times as per the shifts schedules set out herein.
- 7.1.7 Shift work and approximate size of crews are to be established before commencement of same.

7.2 Regular Eight (8) Hour Shifts

This schedule shall be applicable from 12:01 am Monday to 12:00 midnight Friday. On Saturdays, the first eight (8) hours shall be paid at one and one half (1 ½) the regular straight time rate of pay; for additional hours of work on Saturdays, or all work on Sundays, and recognized holidays, two times the regular straight time rate of pay shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the prevailing rates.

1st Shift:

Commence	@ 8:00 am to 12:00 noon	4.0 hrs
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs
<i>TOTAL = 8 HRS</i>		

2nd Shift:

Commence	@ 4:30 pm to 8:30 pm	4.0 hrs
Meal	@ 8:30 pm to 9:00 pm	0.0 hrs
Commence	@ 9:00 pm to 12:30 am	3.5 hrs
<i>TOTAL 7.5 HRS + 0.5 SHIFT DIFFERENTIAL= 8 HRS</i>		

3rd Shift:

Commence	@ 12:30 am to 4:00 am	3.5 hrs
Meal	@ 4:00 am to 4:30 am	0.0 hrs
Commence	@ 4:30 am to 8:00 am	3.5 hrs
<i>TOTAL 7 HRS + 1 HR SHIFT DIFFERENTIAL= 8 HRS</i>		

7.3 Nine (9) and Ten (10) Hour Shifts

7.3.1 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any *Employee* who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other *Employee* classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

- (a) **Day Shift:** No shift premium.
- (b) **Afternoon or Night Shift:** A shift premium of six dollars (\$6.00) per hour shall be paid to the *Employee* for each hour worked on any shift which constitutes an afternoon or night shift Monday through Friday.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing between 3:30 pm and 8:30 pm shall be deemed to be an afternoon shift and a shift commencing between 8:30 pm and 1:01 am shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. **These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.**

7.3.2 Nine (9) Hour Shifts

On Saturdays, Sundays and recognized holidays, double the straight time hourly rate of pay shall apply except for the first eight (8) hours on Saturdays for which one and one half the straight time rate shall apply.

		Straight Time	1.5 Time	Double Time
1st Shift - Monday through Friday				
Commence	@ 8:00 am to 12:00 pm	4.0 hrs		
Meal	@ 12:00 pm to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 5:30 pm	4.0 hrs	1.0 hr	
TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS				
2nd Shift - Monday through Friday				
Commence	@ 5:30 pm to 9:30 pm	4.0 hrs		
Meal	@ 9:30 pm to 10:00 pm	0.0 hrs		
Commence	@ 10:00 pm to 3:00 am	4.0 hrs	1.0 hr	
TOTAL 8 HRS + 1 hr @ 1.5 TIME = 9.5 HRS + 9 HRS @ \$6.00 per hour shift premium				

		Straight Time	1.5 Time	Double Time
1st Shift - Saturday				
Commence	@ 8:00 am to 12:00 pm		4.0 hrs	
Meal	@ 12:00 pm to 12:30 pm		0.0 hrs	
Commence	@ 12:30 pm to 5:30 pm		4.0 hrs	1.0 hr
TOTAL 8 HRS @ 1.5 TIME + 1 HR 2 @ 2 TIME = 14 HRS				
2nd Shift - Saturday				
Commence	@ 5:30 pm to 9:30 pm		4.0 hrs	
Meal	@ 9:30 pm to 10:00 pm		0.0 hrs	
Commence	@ 10:00 pm to 3:00 am		4.0 hrs	1.0 hr
TOTAL 8 HRS @ 1.5 TIME + 1 HR @ 2 TIME = 14 HRS				

7.3.3 Ten (10) Hour Shifts

This schedule shall be applicable from 8:00 a.m. Monday to 8:00 am Saturday. On Saturdays, Sundays and recognized holidays, overtime rates shall apply.

		Straight Time	1.5 Time	Double Time
1st Shift - Monday through Friday				
Commence	@ 8:00 am to 12:00 noon	4.0 hrs		
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs		
Commence	@ 4:30 pm to 6:30 pm		2.0 hrs	
TOTAL 8 HRS + 2 HRS @ 1.5 TIME = 11 HRS				
2nd Shift - Monday through Friday				
Commence	@ 6:30 pm to 10:30 pm	4.0 hrs		
Meal	@ 10:30 pm to 11:00 pm	0.0 hrs		
Commence	@ 11:00 pm to 5:00am	4.0 hr	2.0 hrs	
TOTAL 8 HRS + 2 HRS @ 1.5 TIME = 11 HRS + 10 HRS @ \$6.00 per hour shift premium				

		<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift - Saturday				
Commence	@ 8:00 am to 12:00 noon		4.0 hrs	
Meal	@ 12:00 noon to 12:30 pm		0.0 hrs	
Commence	@ 12:30 pm to 4:30 pm		4.0 hrs	
Commence	@ 4:30 pm to 6:30 pm			2.0 hrs
TOTAL 8 HRS @ 1.5 TIME + 2 HRS @ 2 TIME = 16 HRS				
2nd Shift - Saturday				
Commence	@ 6:30 pm to 10:30 pm		4.0 hrs	
Meal	@ 10:30 pm to 11:00 pm		0.0 hrs	
Commence	@ 11:00 pm to 3:00 am		1.0 hrs	3.0 hrs
Commence	@ 3:00 am to 5:00 am			2.0 hrs
TOTAL 5 HRS @ 1.5 TIME + 5 HRS @ 2 TIME = 17.5 HRS				

7.4 Eleven (11) Hour Shifts

This schedule shall be applicable from 8:00 am Monday to 8:00 am Saturday. On Saturdays, Sundays and recognized holidays, overtime rates shall apply.

		<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift - Monday through Friday				
Commence	@ 8:00 am to 12:00 noon	4.0 hrs		
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs		
Meal	@ 4:30 pm to 5:00 pm	0.5 hrs		
Commence	@ 5:00 pm to 8:00 pm		2.0 hrs	1.0 hr
TOTAL 8.5 HRS + 2 HRS @ 1.5 TIME + 1 HR @ 2 TIME = 13.5 HRS				
2nd Shift - Monday through Friday				
Commence	@ 8:00 pm to 12:00 mid.	4.0 hrs		
Meal	@ 12:00 mid. to 12:30 am	0.0 hrs		
Commence	@ 12:30 am to 4:30 am		2.0 hrs	2.0 hrs
Meal	@ 4:30 am to 5:00 am	0.5 hrs		
Commence	@ 5:00 am to 8:00 am			3.0 hrs
TOTAL 4.5 HRS + 2 HRS @ 1.5 TIME + 5 HRS @ 2 TIME = 17.5 HRS				

7.5 Meal Hour Adjustments

Meal hours may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.

7.6 Rule for Eight (8) Hour Breaks Between Shifts

7.6.1 All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at overtime rates. No Employee shall be permitted to work two (2) consecutive shifts. If an Employee is required to work before an eight (8) hour break occurs, the Employee will be paid double time rates until such time as an eight (8) hour break occurs.

7.6.2 In the event an Employee is required to work overtime past the hour of 12:00 o'clock midnight and the Employer instructs that the Employee takes an eight (8) hour break so that double time rates would not apply the following day, the Employee's time shall start at the regular starting time of 8:00 o'clock am. For example, an Employee works until 3:00 o'clock am, takes an eight (8) hour break, starts work at 11:00 o'clock am and will be paid from 8:00 o'clock am at straight time rates.

7.6.3 It is the intent of this Section that an Employee shall not lose a normal shift due to taking the required eight (8) hour break. (eg. An Employee works until 8:00 am the following day and takes an eight (8) hour break. The starting time shall be the following day at the normal shift, but the Employee shall be paid for the full shift not worked the previous day.) This Section shall not apply if the Employee is terminated at the end of the overtime shift. The Section shall apply when the Employee remains on the payroll of the same Company.

7.7 Occupied Buildings

On work in occupied buildings, afternoon and night shifts will be permitted on a one (1) shift basis. Such afternoon or night shifts must not necessarily conform to regular working hours for afternoon or night shifts, but are to conform to the requirements of the building owner. It is the general intent that straight time only will be in order for full working shifts in accordance with the above, but in the event the majority of the hours worked falls during the period of 4:30 pm to midnight, the Employee will receive eight (8) hours' pay for seven (7) hours' work. In the event that after midnight the majority of hours worked fall during the period of 12:01 am to 8:00 am, the Employee will receive nine (9) hours pay for seven (7) hours work. Saturdays, Sundays and Holidays shall be excluded from the operation of this Section.

In order to qualify for work under this Section, the Employer shall clear the particular job in question with the Union prior to starting such work. It is recognized that occasionally shifts must be changed in order to conform to building owner requirements.

7.8 Overtime Lunch Period

When overtime is required before or after the regular hours on the shift, exceeding two (2) hours, Employees shall receive one-half (1/2) hour lunch period at straight time rates. If overtime of over four (4) hours is worked, the Employer shall supply lunch every four (4) hours with no loss of time.

The parties agree that, in extenuating circumstances, should the Employer not be able to provide the meal in an overtime meal situation as identified herein, the Employer will compensate the Employee in an amount equivalent to one (1) hour of a journeyman's net straight time hourly rate of pay (excluding vacation and statutory holiday pay and benefits) as a meal allowance.

SECTION 8 - DAILY TRANSPORTATION

Please refer to Map "A" at the end of the Commercial Institutional work Terms and Conditions, Page 38.

8.1 Greater Vancouver Area Daily Commuting

The Greater Vancouver Area (with an eastern boundary of 276th Street Langley south of the Fraser River, 264th Street Maple Ridge north of the Fraser River, a southern boundary of the Canadian border and a northern border of Lions Bay) identified by Map "A" shall be considered as a free travel zone for all work performed in this Section

8.2 When working outside the Commercial/Institutional Free Travel Zone, the Employee shall report to the actual work site as directed by the Employer at 8:00 am (or at the beginning of the work day) and shall remain at the site of the actual work for the full work day, working eight (8) hours on the job, or more if overtime in accordance with the Agreement is involved, or less in accordance with the Agreement when shift work is involved.

8.3 Daily Mileage Formula

The Employee will be reimbursed by the Employer in accordance with the following formula:

8.3.1 The distance between the job and the nearest point to the Free Travel Zone as described in 8.1 above, shall be measured by automobile odometer following a route and roads over which the

automobile could be reasonably expected to travel. This distance would then be doubled, thus allowing for the complete round trip.

8.3.2 Effective July 18, 2005 the round-trip distance will be determined to the nearest whole kilometre and the result multiplied by forty-five (\$0.45), effective, February 1, 2006 fifty cents (\$0.50) per kilometre. This sum shall be paid as an expense to the Employee upon submission of an expense voucher, or as otherwise agreed by the Employer and the Union. The Parties agree that this amount per kilometre will be adjusted so as to match the maximum tax-free rate for mileage expense reimbursement as published by Revenue Canada each year. It is agreed that this amount will not fall below forty-five cents (\$0.45) per kilometre

8.3.3 It is the intent of this Section that each Employee be paid once and only once each day for the travel expense involved.

8.3.4 The responsibility for method of transportation and resultant expense is solely that of the Employee.

8.4 Employers Based In Map "A"

All Employers who declare the area described in Map "A" at time of signing to be their place of business, may hire Employees to work in the area described within the area covered by Map "A" without payment of Travel Expenses. Any Employer declaring Map "A" to be their place of business and who accepts contracts outside of the area described in Map "A" shall pay travel expense as per this Section or Living out Allowance at the Employer's discretion. Employees who reside within the area of Map "A" shall receive hiring preference within the area.

8.5 Employers Based Outside Map "A"

All Employers who declare their place of business at time of signing to be outside Boundary of Map "A" shall have a Free Travel Area of forty (40) road kilometres from the Main Post Office of the Town, City or Municipality where they have declared their place of business. On work outside their Free Travel Area the Travel Formula in this Section 8 shall apply. The Free Travel Area shall be agreed to between the Employer and Local 170 Business Representative.

8.6 These Employers may work in the Map "A" Area under the same conditions as an Employer described in Section 8.4.

8.7 Main and Additional Offices

An Employer shall designate the location of their main place of business at the signing of this agreement and shall not establish additional places of business for the purpose of utilizing the services of Residents in areas other than where the one main place of business is located, unless a new location is approved under this Section. Otherwise, only the main place of business (Head Office in B.C.) shall be recognized. Employers who have more than one (1) approved place of business at the time of signing this Agreement shall have those places of business recognized. Employers locating businesses in more than one (1) City must indicate to the satisfaction of the Joint Conference Board that each new location is to be a permanent and legitimate place of business. The Joint Conference Board shall have the authority to recognize a new place of business for any Employer and thereby qualify the Employer under the local hiring and room and board and travel Sections.

8.8 Travel for Sick/Injured Workers

8.8.1 If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board, they shall be paid the full day's travel expense allowance in accordance with this Section, but only wages for time actually worked.

8.8.2 If the Employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job, they shall be paid the full day's travel expense allowance and wages.

8.8.3 The Employee shall make no further claim for any travelling expense or bridge tolls.

8.9 It is not intended that this Section change any Agreements wherein room and board Sections prevail or on travel expense to out-of-town jobs. The Employer has the sole prerogative of determining in each individual case, whether or not the job is to be ruled an "out-of-town job" in which case applicable room and board Sections shall apply. It is the intent that the Employer determine which alternative method is least costly to the Employer. Any dispute arising out of this Section shall be referred to the Joint Conference Board.

SECTION 9 - PROVISIONS FOR OUT-OF-TOWN PROJECTS

9.1 Travel expenses for all Employees other than Bona Fide Local Residents on out of town projects, shall be from Burnaby City Hall to the jobsite and return.

9.2 Initial and Terminal Travel Provisions

9.2.1 The Employer shall pay an initial and terminal travel allowance of forty-five cents (\$0.45) per kilometre which should be measured by automobile odometer following a route and roads over which the employee could reasonably be expected to travel who is directed or dispatched to an out-of-town project. Effective February 1, 2006 this amount shall be fifty cents (\$0.50) per kilometre. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. It is agreed by the Parties that this amount will not fall below forty-five cents (\$0.45) per kilometre. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to Sections 9.2.2, 9.2.3, 9.2.4, 9.2.5, 9.2.6 for further clarification and exceptions.

9.2.2 For travel expense payments for all Employees, classified as Bona Fide Local Residents on out of town projects, see Section 9.5.

9.2.3 Notwithstanding 9.2.1 the Employer shall reimburse an Employee, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. The reimbursement will be based on the Employee supplying applicable receipts for the BC Ferry Corporation rate for an under height (up to and including 7' high) with a total length of 20 feet. Reimbursement for the current single passenger fare shall also be made by the Employer based on the supply of a receipt, if requested by the Employer. The Employer will reimburse the Employee where travel requires the payment of highway tolls. Receipts are also required, if requested by the Employer.

9.2.4 Notwithstanding 9.2.1 when an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the point of dispatch and project destination airport (unless there is Employer/Owner supplied transportation from the airport located nearest thereto).
- (b) The Employer may pre-arrange the air travel to/from the Employee's point of dispatch. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be by a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly standby.
- (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

9.2.5 Notwithstanding any/all contrary provision(s) of this Section, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance/lump sum amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

9.2.6 Notwithstanding any/all contrary provision(s) of this Section,

- (a) If an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.
- (b) If an Employee voluntarily terminates his own employment after having been on the project more than fifteen (15) calendar days, but less than thirty (30) calendar days, the Employer is required to pay the Employee's initial travel allowance but not the terminal travel allowance
- (c) If an Employee voluntarily terminates his own employment after having been on the project for more than thirty (30) calendar days, the Employer is required to pay the Employee's initial and terminal travel allowance.
- (d) It is further agreed that due to sickness of the Employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.

9.2.7 Due to the proximity of the major cities in the Okanagan Area, Employees who are bona fide residents of Vernon, Kelowna and Penticton shall receive initial travel expense from the City of their residence to the job in the Okanagan and shall not receive travel expense to or from Vancouver.

9.3 Living Out Allowance/Daily Travel

When accommodation and meal allowance are supplied by the Employer, it shall be of a first class nature as typically understood by the parties.

9.3.1 Where there is no camp accommodation the Employee may elect to receive compensation from the Employer in accordance with the following two options that shall be provided on a seven (7) day a week basis:

- (a) Living out allowance at the minimum rate of \$90 per day which shall increase by five dollars (\$5.00) per day effective May 1, 2007 and shall increase by an additional five dollars (\$5.00) per day, effective May 1, 2009. If this option is chosen by the Employee, the Employee will not be eligible for Employer supplied daily transportation or mileage.
- (b) First class room plus \$50.00 per day meal allowance, which shall increase by two dollars and fifty cents (\$2.50) per day, effective May 1, 2007 and shall increase by an additional two dollars and fifty cents (\$2.50) per day, effective May 1, 2009.
- (c) If (b) is chosen, the Employee may request a cash advance equivalent to the LOA or daily meal allowance to an amount not more than seven (7) days meal allowance or that lesser amount dependent upon the duration of work identified on the employee's dispatch. It is understood that the Union will assist the Employer on recovery of LOA or meal allowance payments if required.
- (d) Where the Employee has elected to receive compensation under option "b" and where the Employer has supplied accommodation more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents

per kilometre formula (February 1, 2006 of \$0.50 per kilometre) in Section 7 measured from the point of accommodation to the jobsite and back to the accommodation. Should the Employer decide to provide transportation, the daily allowance will be paid one-way.

9.4 Thirty-five (35) Day Turn-Around

9.4.1 For each thirty-five (35) calendar days on such project, the Employee shall receive an allowance for turnaround or periodic leave to be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 to 500 km	\$100.00
501 to 750 km	\$200.00
751 to 1000 km	\$250.00
over 1000 km	\$325.00

9.4.2 The kilometres will be computed from the project to the Burnaby City Hall. It is agreed that the above amounts will be paid only once for each turnaround. Qualification requires five (5) days of work following leave or payment; in this case, the Employee shall be allowed up to five (5) normal working days off without termination. It is agreed that at no time will more than twenty percent (20%) of the Employees be on such leave. It is further agreed that due to sickness of the Employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.

9.4.3 Where Employees are Boarded by the Employer:

- (a) If the Employee must leave the job during the regular working day due to illness or injury or other legitimate reasons as later approved by the Joint Conference Board, they will be paid the full travel expense allowance in accordance with this Agreement.
- (b) It is the intent that each Employee be paid once and only once for each day worked for the travel allowance involved.

9.5 Local Resident Qualifications

For the purpose of supplying Local Residents for all Employers situated outside the Area covered by Map A, a "Bona Fide" Local Resident must have the following qualifications before being hired:

- 9.5.1** A Resident must be a member in good standing with Local 170 at the time they are employed.
- 9.5.2** To qualify for employment on all types of work, a Resident must be registered on the unemployed list of Local 170 prior to being employed or rehired.
- 9.5.3** To qualify as a Resident for hiring purposes, an Employee must reside within one hundred (100) kilometres of the main post office of the city, town, or municipality where the project is being performed; and the Employee's permanent residential address must be registered in the Office of Local 170 or the employee must otherwise prove his residential address.
- 9.5.4** Employees living between 40 and 80 kilometres of the main post office of the city, town or municipality where the project is being performed shall receive travel compensation of \$34.00 round trip per day worked.
- 9.5.5** Employees living between 80 to 100 kilometres of the main post office of the city, town or municipality where the project is being performed shall receive travel compensation of \$40.00 round trip per day worked.

- 9.5.6** A resident must have a permanent domicile at or near the project for a period of six (6) months immediately prior to being employed or rehired.
- 9.5.7** Local Residents shall receive hiring preference in the Area where their permanent residence is located.
- 9.5.8** Refer to Section 11.0 under the Industrial Work Terms and Conditions for Camp Accommodation

SECTION 10 - WEEKEND CHECKOUT ALLOWANCES

- 10.1** Employees desiring to check out of camp Saturday, Sunday or Statutory Holidays, shall receive not less than twenty dollars (\$20.00) per day. Employees must turn in their meal tickets or sign a check-out in advance to be eligible for said subsistence if Employer requests same. Weekend subsistence to be paid on regular pay days.
- 10.2** To qualify for weekend check out allowances, an Employee must work the scheduled shift before the weekend or statutory holiday and the first scheduled shift after the weekend or statutory holiday or have a reasonable excuse for absence which, if possible, was reported to the Employer prior to the absence. Any disagreement shall be referred to the Joint Conference Board.

SECTION 11 - LUNCH/CHANGE ROOMS , FLUSH TOILETS, TELEPHONES, DRINKING WATER

11.1 Lunch/Change Rooms

The Employer shall provide a suitable heated lunch area and facilities for Employees to change and dry clothing. The lunch area shall not be used as a place to store tools and/or equipment.

11.2 Flush Toilets

The Employer shall supply flush toilets, wash up facilities and hand cleaner.

It shall be the mutual responsibility of the Employer and their Employees to maintain a high standard of cleanliness in the Employer's Lunch Rooms and toilet facilities.

On jobs of insufficient size or length to warrant the above conditions, this Section shall not apply. In the event that proper toilet facilities as described above are not provided, no Employee will be penalized for leaving the job in the case of necessity.

11.3 Telephones

When a telephone is installed on the jobsite, it shall be made available to Employees for emergency incoming and outgoing calls.

11.4 Drinking Water

When potable tap water is not available, then potable, cool drinking water in approved sanitary containers shall be provided.

SECTION 12 - LAYOFF NOTICE AND PICK UP TIME

- 12.01** Employees being laid off for any reason on any job shall be given a one hour notice and allowed this hour to pick up and return the Employer's tools, check out of camp or register with the dispatch office of the Union.

SECTION 13- APPRENTICESHIP AND TRAINING

- 13.1** All apprentices shall be employed in accordance with the provisions of the Industry Training Authority Act, and the Parties hereto agree to observe all the provisions of the said Act.
- 13.2** Each Employer employing one (1) journeyperson shall be allowed one (1) indentured apprentice and for each additional two (2) journeypersons employed on commercial, institutional (including sprinkler) work, the Employer shall be allowed to employ one (1) indentured apprentice within each designated trade classification.
- Each Employer employing three (3) journeypersons or more must employ at least one (1) apprentice. Any deviation from this must be approved by the Piping Industry Apprenticeship Board (PIAB).
- 13.3** All apprentices, and pre-apprentices, shall be registered with the Piping Industry Apprenticeship Board (PIAB) and the office of the Union.
- 13.4** Apprentices who are in their last year of apprenticeship shall be recognized as "senior" apprentices and shall be allowed to work as journeypersons and only one (1) senior apprentice shall be allowed in any shop or job to each branch of the trade, except where there are more than five (5) journeyperson plumbers or five (5) journeyperson steamfitters employed, or as arranged by the PIAB.
- 13.5** Journeypersons shall be allowed only one (1) helper or one (1) apprentice.
- 13.6** Piping Industry Apprenticeship Board – see Common Terms and Conditions, Section 11.3
- 13.7** Monies made available for the upgrading of journeypersons shall be under the administration of the Piping Industry Apprenticeship Board.
- 13.8** The indentured apprentice will receive credit towards his/her first term of apprenticeship for entry level training. The PIAB Operations Committee to adjust the selection dates to coincide with entry level training dates and to decide length of course and credit.
- 13.9** Employers will contribute on behalf of all indentured apprentices the portion of the pension contribution equal to the portion of the journeyperson wage to which they are entitled (e.g. 45% wage, 45% pension; 50% wage, 50% pension contribution.)
- 13.10** The Director of Apprenticeship and/or the Business Representatives will periodically check the apprentices on the jobs to determine whether or not they are being trained in the proper manner.
- 13.11.** All senior indentured apprentices (third and fourth year) shall be given employment opportunities to enable them to complete their apprenticeship program. It is therefore agreed that a mix of all indentured apprentices will be adhered to by the Employers.
- 13.12 Pre-apprentices**
- 13.12.1** Pre-Apprentices may only be employed by the Employer on non-industrial projects. If so hired by the Employer, the Pre-Apprentice shall only perform those duties outside the scope of work for which indentured apprentice and journeyperson members of Local 170 have been certified to perform. The names of Employees in this category will be provided by the Employer to the PIAB for registration therein. Unless otherwise agreed to by the parties, the Pre-Apprentice may only be employed for up to a maximum of (1) year with a signatory Employer. This Pre-Apprentice if deemed suitable by the Employer and the Union, must then enter the apprenticeship program, subject to the Pre-Apprentice successfully completing the appropriate pre-apprentice training course. If successful, the Pre-Apprentice shall be credited with half time served toward this apprenticeship.

13.12.2 The Pre-Apprentice shall be reimbursed in the following manner:

- (a) Wages, Vacation and Statutory Holiday Pay as established under the Employment Standards Act (Wages currently at eight dollars and fifteen cents (\$8.15) per hour.
- (b) MSP health coverage administered and paid directly by the Employer.
- (c) Upon employment of a Pre-Apprentice in this industry, the Employer shall pay the Pre-Apprentice an initial one time sum of forty dollars (\$40.00) and an additional nineteen (\$19.00) per month, and effective January 1, 2007, twenty dollars (\$20.00) per month, thereafter that will be deducted and remitted for the Employee's Union dues.

SECTION 14 - DEFINITION OF INDUSTRIAL PROJECTS

14.1 For the purpose of this Agreement, an Industrial Project shall mean manufacturing, production and processing plants, mining (including offshore drilling platforms and rigs) and transmission facilities, which include meter stations, pumping stations, compressor stations, tank farms, dams and hydro-electric projects. No rig welder (owner-operator) shall work on an Industrial Project. (Prior to work commencing on Offshore Drilling Platforms and Rigs, wages and conditions for divers (Scuba and Deep Sea) will be negotiated by the parties for the term of this Agreement.)

Sewage/water treatment projects and sewage/water pumping stations, will be deemed as commercial/institutional projects,

14.2 Commercial Work Designation on Industrial Projects

14.2.1 On Industrial Sites where the contractor is installing only process piping or where the contractor is simultaneously installing process piping, heating, sprinkler, and/or plumbing piping, then ALL such work shall be classified INDUSTRIAL.

14.2.2 If process piping and heating, sprinkler or plumbing piping is being installed on the site by more than one (1) contractor then:

The contractor installing process piping shall have this work classified INDUSTRIAL.

The contractor installing only heating, sprinkler and/or plumbing piping shall have this work classified COMMERCIAL.

14.2.3 All heating, sprinkler and/or plumbing piping on Camp and Administration Buildings shall be classified COMMERCIAL.

14.2.4 This Section will not change the intent of Section 10 in the Industrial Work Terms and Conditions.

SECTION 15 - HANDLING OF MATERIALS

15.1 Regardless of what type of equipment or machinery is necessary, any and all work of erecting and/or installation of materials shall be performed exclusively by journeypersons or indentured apprentices of the Union where such work falls with the trade and territorial jurisdiction of the Union. Other than the operator of the equipment or machinery, same must be manned by Union members without bar or restriction.

15.2 The Employer shall supply to Employees the necessary rigging materials, such as suitable slings (chokers), come-alongs, chain blocks, hydraulic jacks or any other necessary type of material, tools or equipment required to install pipe, pipe materials, pipe hangers and supports.

- 15.3** The prefabrication of all bends with a nominal diameter of two and one-half (2-1/2) inches or less; the attaching and assembling of all pipe fittings and valves, whether welded, screwed, flanged or any other method of joining, shall be performed in the field or U.A. Shop subject to the following paragraphs:
- 15.4** There shall be no restriction on the use of machinery, tools or appliances used in connection with the installation of work coming under the jurisdiction of the United Association, provided that, if power pipe cutting and threading machines are used on the job or in the shop of a Union Employer, all pipe sizes shall be cut and threaded on the job or in the shop of a U.A. signatory Employer. All power pipe machines shall be operated by journeypersons or apprentice members of the Union., unless the Union Business Representative has cleared the work to be fabricated at some other designated place under the direct supervision of a member of the United Association.
- 15.5** The prefabrication of pipe formations two and one-half (2-1/2) inches and over in diameter, all lap joint work and refacing of flanges may be performed at the site of the job or in the plant of the Employer employing Building Trades Journeyperson members of the United Association at the prevailing building construction wage rates in effect wherever the Employer's plant may be situated.

Pipe formations two (2) inches and under shall be fabricated by Building Trades Journeypersons of Local 170, except where such pipe formations are part of a module or package unit and such module or package unit is U.A. made or as agreed by the Joint Conference Board.

- 15.6** The words "fabricated" or "prefabrication" shall be intended to include lead pipe formations and fittings or any other pipe formations necessary for rubberizing, acid resisting or protective coatings and also plastic or fibreglass pipe formations.
- 15.7** Members of the Union reserve the privilege of refusing to handle, erect or install materials fabricated under conditions other than those described in Section 15.5 and 15.6.

Where an order is placed with a U.A. Fabrication Shop in the geographical jurisdiction of Local 170 and such order is given with the proper specifications and instructions and such U.A. Fabrication Shop has violated their Agreement with Local 170, then Local 170 shall notify the Employer who, within twenty-four (24) hours of such notice shall cancel the order or refuse to accept further deliveries until the dispute is resolved. Employees shall not refuse to install materials or equipment fabricated prior to the receipt of notice from Local 170.

- 15.8** Fabricated materials herein specified is intended to mean the assembling and fabrication of mill run pipes and fittings, pipe bends and the ordinary custom-built pipe hangers, anchors and pipe supports that are generally designed and made up on the jobsite and is not intended to include as "fabricated material" the regular catalogue pipe hangers, pipe clamps and catalogue special design pipe supports. Any regular or manufactured article normally listed in a Manufacturer's Catalogue shall not be construed as being fabricated or pre-fabricated materials within the meaning of these Sections.
- 15.9** On jobsites only journeyperson members of the Union and duly indentured apprentices shall handle the tools of the trade, and where a tool crib is established for the checking of tools used on general pipe fitting or instrumentation work, this tool crib must only have Building Trades Journeypersons Members of the Union employed in same.
- 15.10** The checking and handling of pipe and piping materials in piping warehouse on the jobsite must be done by Building Trades Journeyperson members of the Union. Such workers will receive appropriate training under auspices of the Piping Industry Apprenticeship Board.

When hiring specially trained Employees for work in warehouse or tool crib, preference will be given to older or handicapped Employees.

- 15.11** Manufactured tubular or ready-made scaffolding must be erected by members of the Union when same is required for the installation of piping materials unless the said scaffolding has already been erected for use by other crafts.

- 15.12** Assembling of pipe for the draining of trenches, pits, etc., must be performed by Union members, when same is necessary, before piping can be installed.
- 15.13** The installation and fabrication of pipe for dewatering lines in tunnels and trenches, also piping on dewatering system whether temporary or otherwise, must be performed by members of the Union.
- 15.14** The Union reserves the right to refuse to handle or install any materials or equipment coming from persons or firms who are considered unfair to Local Union 170, or any other Local Union of the United Association or the Labour Movement, or who are in any way violating the established conditions of the Industry.
- 15.15** In the event of it becoming necessary to take such action on any job, it will not be considered a violation of the Agreement, and no effort will be taken by the Employers to replace such persons or have such materials installed by other than members of the Union, unless with the approval of the Business Representative or the Joint Conference Board.
- 15.16** The Union agrees that only materials and equipment purchased and supplied by the Employers will be worked on and installed. The only exception to the above will be the supply of equipment for the production of the end product.
- 15.17** The Employer agrees that no portion of a contract coming under the jurisdiction of this Agreement shall be sub-contracted to a non-signer or let on a piecework basis to a non-signer of this Agreement; and the Union agrees that it will not permit its members to accept piecework or labour or direct assignment, plus labour contracts, on work covered by this Agreement.

15.18 Temporary Heat

Where the supply of temporary heat is necessary and the use of the permanent equipment is involved prior to the completion of the general test and acceptance of the system by the Owner or their agent, only Building Trade members of the Union shall be allowed to operate the system.

15.19 Use of Personal Vehicles

No Employee shall use their personal vehicle for the transportation of the Employer's tools and/or materials. Vehicle ownership shall not be considered as a condition of employment.

SECTION 16 - HIRING AND TERMINATING PROCEDURES

- 16.1** The Employer agrees that only members of the Union in good standing will be employed on work being installed by such parties under the jurisdiction of this Union, this is to include all helpers and apprentices. If, after forty-eight (48) hours, the Union is unable to supply qualified journeypersons, then the Employer has the privilege of employing journeypersons as required who must qualify and become members of Local Union 170 within fifteen (15) days.
- 16.2** Piping Superintendents, General Foremen and Foremen engaged on a project must be members of Local 170.
- 16.3** The Employer will not coerce or use any persuasive action to require any Employee to withdraw their membership from the Union.
- 16.4** The Employer agrees to supply the Local Union with a list of all Employees on request. The Union agrees, on request, to supply a list of unemployed members to the Employer.
- 16.5** All Employees including apprentices must have a clearance or dispatch slip from Local 170 before being hired.

16.6 Reduction of Crews

16.6.1 Should it be necessary to reduce the working forces on the job or in the Shop, the Employer shall lay off or terminate their employment in the following sequence:

First:	The Potential Member.
Second:	The Travel Card Members. (Members of Sister U.A. Locals)
Last:	Members of Local 170.

16.6.2 In crew layoffs of over (20) twenty persons, the Job Steward will be given a layoff list at least four (4) hours prior to termination.

16.6.3 An Employee shall not be dismissed, disciplined or suspended for other than just cause.

16.7 Impaired Workers

Employees who are unfit for work due to being impaired (other than medical) on the jobsite may be discharged and forfeit fare and transportation consideration from the job.

16.8 Termination

When an Employee is terminated on an out-of-town job for reasons (other than Section 16.7 above) and if transportation is not available, the Employee shall return to work and/or remain on the payroll on a regular shift basis until transportation is available.

16.9 Loitering

Members of the Union will not loiter around any shop or job. The Employer is not responsible for policing the Union members or the enforcement of this provision.

16.10 Older Workers

It shall be the policy of the Employer to endeavour where there are five (5) or more journeypersons employed by an Employer, that every fifth journeyperson shall be fifty (50) years of age or over if available.

16.11 Job Stewards

16.11.1 A Job Steward shall be a working Building Trades Member of Local 170 and will be under the direction of the Business Manager or Business Agent at all times. The Job Steward shall be appointed by the Business Manager or Business Agent. The Job Steward will be permitted to perform their Union duties during working hours and shall not be discriminated against. The Union agrees that the Job Stewards will perform their duties as efficiently as possible and the Employer agrees to grant reasonable time for the performance of such duties. Job Stewards shall be given appropriate training under the auspices of the Piping Industry Apprenticeship Board.

16.11.2 Job Stewards shall be recognized on all jobs, and other than superintendent, general foreman and foreman, shall be one (1) of the last Employees terminated or transferred from any job of four (4) or more journeypersons unless by mutual agreement.

SECTION 17 - WAGE RATES AND FRINGE BENEFITS

17.1 Wage Rates

SEE ATTACHED SCHEDULE "A" (PAGE 36) FOR TOTAL WAGE RATES AND CONTRIBUTIONS

17.2 Foremen

When five (5) or more persons are employed on one job, one (1) shall be designated a Foreman and shall be paid a minimum of fifteen percent (15%) per hour above the journeyperson rate. General Foremen shall be paid a minimum of twenty percent (20%) per hour over the journeyperson rate.

17.3 Instrument Calibrators

Employees working as Instrument Calibrators shall be paid one dollar (\$1.00) per hour over the journeyperson wage rate. This premium shall not apply to Employees working as Instrument Calibrators who are already receiving the Foreman's premium.

17.4 Class "A" Gasfitters

Employees working as Class "A" Gasfitters shall be paid ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour over the journeyperson wage rate. This premium shall not apply to Employees working as Class Two Gasfitters who are already receiving the Foreman's premium.

17.5 Swinging Scaffold

Employees while working from a swinging scaffold or bosun's chair shall be paid fifty cents (\$0.50) per hour over the journeyperson's rate of pay.

17.6 First Aid Tickets

The parties agree to provide a premium for those employees for whom the Employer requires a Level 2 first aid ticket on a project. Such employees are to receive a premium of twenty-five cents (\$0.25) per hour when such Level 2 first aid ticket is required.

17.7 Yukon Territory

Employees required to work in the Yukon Territory will receive an extra fifty cents (\$0.50) per hour over the standard rate. Travel expense only to be decided by pre-job conference.

17.8 Holiday Pay

Holiday Pay shall be twelve percent (12%) of total gross earnings (not fringe benefits) consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays. Holiday pay to be paid at least once a month on a regular pay day. The Employee may elect to have their holiday pay held until such time as they take their Annual Holidays or on termination. An Employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

17.9 Employees shall not work for wages during their Annual Holidays.

17.10 Pay Provisions

- 17.10.1** The regular pay day shall be at least once every two (2) weeks as agreed upon between the Employer and Local Union 170 and wages shall be paid before quitting time. Upon request by the Employee, the Employer shall pay an advance on alternate weeks for the duration of the project. Any Employer who wishes to mail Employee's cheques must have the consent of the Employees. Charges for cheque cashing at any British Columbia bank are the responsibility of the Employer.
- 17.10.2** Employee pay cheques shall be accompanied by a statement with each pay showing the Employer's name, the number of hours at straight time rate, the number of hours at overtime rates, applicable wage rates, dues check-off and total contributions made on the Employee's behalf.
- 17.10.3** If a job is in the same area as the shop or if a payroll department is set up on the project, then the Employees shall be paid their wages in full at termination, except in extenuating circumstances. However, in such cases the Employee must be paid before the completion of the regular day shift following the shift on which the Employee is working. If an Employee wishes to terminate they must give eight (8) hours notice in order to receive their pay at the completion of their regular day shift, and on other shifts the Employee must be paid before the completion of the regular day shift following the shift on which the Employee is working.
- 17.10.4** Where the job is not located in the area where the firm is established or there is no payroll department set up on the job, then cheques must be mailed within three (3) working days. On short term jobs (shutdowns) the Employer, if requested, will issue a drag cheque to cover the employees out of pocket travel fare expenses. On short-term jobs (shutdowns) the Employer shall pay the employees travel fare and expenses when finishing on out of town shutdown projects by cheque to be mailed within three (3) days of the employee's layoff. LOA, or meal allowance payments if requested by the Employee will be paid for the first week of employment by a drag cheque (it is understood that the Union will assist the contractor on recovery of LOA payments if required).

SECTION 18 - OWNER OPERATOR – RIG WELDER

- 18.1** The expression "Owner Operator" as shown herein, shall mean Rig Welder who performs work within the jurisdiction of the Union for pay, remuneration or compensation of any kind.
- 18.2** The Employer agrees that they will not under any circumstances engage a Rig Welder to perform work unless and until the Rig Welder prior to commencement of such work proves to the Employer that they are a member in good standing of the Union.
- 18.3** The rate of payment for Rig Welders issued periodically by the Union *does not include the monies that the Employer is obligated to pay in accordance with Piping Industry Trust Funds as outlined in the Common Terms, Section 11.* The payment of these monies as established in the Agreement is the responsibility of the Employer.
- 18.4** The Employer is also responsible for deducting the Supplemental Dues Check-off as per the Agreement.

SECTION 19 - WELDERS

- 19.1** All pipe welders employed in connection with the installation of work under the terms of this Agreement shall be members of the Union and provide proof of their competency; this is not to include welders who might be employed for short periods on alterations, repairs or temporary work - short periods not to exceed eight (8) hours on any one job, on alterations, repairs or temporary work.

- 19.2** The Journeyperson Training and Industry Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure Ticket or Certificate of Competency. However, it is understood that regardless of results, all tests shall be conducted on the Employer's time at the prevailing rate of wages, and results of all tests are to be turned over to the Union upon request.

Should the Welder fail the first performance qualifications test(s) or retest(s), in each individual case any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the Employee's own time. The intent of this Section is to allow a welder to retest once.

- 19.3** When working in a permanent Fab Shop, and/or in confined spaces with Fibreglass, toxic fumes or smoke, proper ventilation shall be provided. In the event of a dispute, the WorkSafe BC Regulations shall prevail.

SECTION 20 - PROTECTIVE CLOTHING AND TOOLS

- 20.1** When required, rubber boots and raincoats, pants and hats shall be furnished by the Employer on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the WorkSafe BC Regulations, protective clothing shall be supplied to Employees working in confined spaces on maintenance and repair jobs where certain conditions exist, such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.

- 20.2** Employers shall supply welder's helmets, leather jackets or arms (when necessary), goggles and gloves. All tools will be supplied by the Employer for all trades. However, on Commercial-Institutional projects, all tools will be supplied by the Employer, except for the following which shall be supplied by all Union members when employed on Commercial-Institutional projects:

Hand Tool Box	10" Pump Pliers
(complete with key and lock)	12" Crescent Wrench
14" Pipe Wrench (Ridgid)	16' Measuring Tape
Sheet Metal Shears	Torpedo Level
Striker	Phillips Screwdriver
Plumb Bob	#8 Robertson Screwdriver
Vice Grips	#10 Tube Cutter (Ridgid)
Multi-head Screwdriver	Slot Screwdriver
Hammer	8" Crescent Wrench
Hack Saw	

Replacement of tools in case of job fire, job theft (if in Employer-secured lockup), or job breakage is at Employer's expense. List of tools, sheets to be provided by the Employer and signed by Employer's representative and member at time of hire. They shall have thirty (30) days to obtain tools from date of ratification of contract.

Goggles and gloves will be supplied to Fab Shop Employees. Gloves will be supplied to all Employees working with welders. Coveralls and gloves shall be supplied to all Employees working with fibreglass pipe and materials whether in Shop or Field Construction. Leather aprons will be supplied to fitters working with Welders in Fab Shops. The Employer will be reimbursed for the cost of these leather aprons through the J.T.I.P. Fund.

- 20.3** When a tool box with a lock and key is supplied to any journeyperson Employee, they shall sign a standardized form as approved by the Joint Conference Board and be responsible for the return of all tools and/or equipment issued to them by the Employer. In case of theft of tools and/or equipment, both parties agree to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided in this Agreement.

COMMERCIAL SERVICE ADDENDUM

**Memorandum of Agreement
UA Local 170 Service Addendum
CLR/UA Local 170 Standard ICI Construction Agreement**

By and Between:

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. on its own
Behalf and on behalf of its Members**

Hereinafter referred to as “the Employer”

PARTY OF THE FIRST PART

And:

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, BUILDING
TRADES DIVISION, LOCAL 170**

Hereinafter referred to as “the Union”

PARTY OF THE SECOND PARTY

It is recognized by the parties that this Memorandum of Agreement will form the basis of a new Service Addendum to the UA Local 170/CLR Standard ICI construction agreement as that agreement relates to Commercial/Institutional work in B.C.

It is further recognized by the parties that this Memorandum of Agreement for Commercial Service work covered by the UA Local 170/CLR Standard ICI construction agreement in conjunction with the Memorandums of Agreement reached for Commercial/Institutional and Industrial work covered by the UA Local 170/CLR Standard ICI construction agreement and the Overall Memorandum of Settlement to be reached for the Industry Settlement by the BCBCBTU on behalf of its affiliates and CLR on behalf of its member contractors, will form the basis of the final industry settlement to be put to ratification by the Bargaining Council of British Columbia Building Trades Unions (BCBCBTU) and Construction Labour Relations Association of British Columbia (CLR).

The Building Trades Division of UA Local 170 covered by this Agreement and CLR signatories hereto, agree to recommend acceptance to their respective members of the attached terms and conditions that make up this Memorandum of Agreement when the BCBCBTU and CLR conduct an Industry Ratification Vote for a new Industry Collective Agreement.

The following constitutes the terms and conditions of employment (pertaining to Commercial Service work) which the above-referenced parties agree will cover that work specifically engaged in by those employees of the Employer, when working in the service and repair of mechanical systems at the direction of the signatory Employer. The parties herein agree to abide by the following terms and conditions in conjunction with the existing CLR/UA Local 170 collective agreement except and whereas it is otherwise amended by the terms and conditions of the Memorandum of Agreement for the Commercial/Institutional Construction (Non-Industrial) Portion of the Standard ICI Construction Agreement.

It is recognized by the parties to this Memorandum of Agreement for Commercial Service work, that the following terms and conditions apply solely to the Commercial and Institutional service work performed by the individual and collective members of the parties, and any and all references that follow are agreed to on that basis.

The parties agree that this Service Addendum shall be in place for the duration of the Standard ICI collective agreement between parties; and if the Union so elects, upon expiry of this Service Addendum, negotiated terms and conditions of Commercial/Institutional service work shall take the form of a stand-alone collective agreement separate from the Standard ICI collective agreement in accordance with the policy articulated by the Labour Relations Board in Decision No. C191/88.

SECTION 1 - COMMERCIAL SERVICE ADDENDUM PURPOSE

- 1.1** The purpose of this Addendum is to assist the Employer and their Employees to maintain and increase the volume of work in the maintenance and service field of the work covered by this Agreement.

SECTION 2 - QUALIFICATIONS TO BECOME A SERVICE CONTRACTOR

- 2.1** Service mechanics shall be provided with suitably equipped and identified vehicles. Service contractors shall openly solicit and promote service work.

SECTION 3 - DEFINITION OF SERVICE WORK

- 3.1** Service work will consist of emergency repairs, repairs and minor alterations and minor renovations to plumbing, heating, oil burner and combustion equipment and sprinkler systems.

SECTION 4 - EMPLOYEE LIST

- 4.1** If requested by the Union Conference Board, the Service Contractor will supply the names of their Employee(s) who are working under this Addendum.

SECTION 5 - SERVICE WORK HOURS

- 5.1** The regular work day shall be eight (8) hours. The regular work week shall consist of five (5) consecutive work days -- Monday through Friday or Tuesday through Saturday. If it is advantageous in maintaining or securing service work, shifts may be altered within the hours of 6:00 a.m. and 7:00 p.m. (For example: 10:00 a.m. to 6:30 p.m. with one-half (1/2) hour for lunch or any other time within the prescribed hours above.) Shift hours will be as in this Agreement. No split shifts will be permitted. In the event that it is necessary for the Employee to work beyond the prescribed working hours on an existing job, the first two (2) hours shall be paid at time and one-half (1-1/2); any hours worked beyond the two (2) hours shall be paid at double the regular hourly rate. If an Employee is requested to start another service project after the end of the shift they are working on, the Employee shall be paid at double the regular hourly rate for this work.
- 5.2** Service mechanics working on other than the standard day shift will have the opportunity to change their shift weekly. Where an Employee has completed a shift Monday to Friday and is required to work Saturday, the Employee shall be paid time and one-half (1-1/2) for the first eight (8) hours and double time thereafter. Sunday and Statutory Holidays shall be at double time rates.
- 5.3** Service mechanics who are called out after their normal shift shall receive not less than two (2) hours' pay at two times the regular rate of pay, including travel time.

SECTION 6 - STANDBY PROVISIONS

- 6.1** Standby time: When an Employee is required by the Employer to standby and be available to perform emergency work outside of the scheduled hours of work, the Employee shall be paid the following:

- 6.2** Monday to Friday: 0.5 hours at straight time (wages only) or if the Service Mechanic is required to respond to a call, the Mechanic will be paid the actual hours worked on the call, at the prevailing rate and not the standby time for that day
- 6.3** Saturday and Sunday: 1.0 hour at straight time (wages only) or if the Service Mechanic is required to respond to a call, the Mechanic will be paid the actual hours worked on the call, at the prevailing rate and not the standby time for that day
- 6.4** Notwithstanding the parties recognition of the need to provide emergency service, the Employer shall have complete authority as to whether or not standby provisions will be implemented, it being understood that if the Employer implements, the Employees shall be paid as outlined above. The parties recognize the need to provide emergency service; however, the Employee retains the right to refuse standby time within reason.

SECTION 7 - SERVICE MECHANIC QUALIFICATIONS

- 7.1** Service Mechanics shall have a minimum qualification of a current "B" gas ticket, a Cross Connection Control Certification and a provincial trade qualification or inter-provincial Red Seal certificate will be paid at the Service Mechanic journeyman 'base' rate. Effective February 1, 2006 an additional fifty cents per hour (\$0.50) (applied to wages/statutory and vacation pay only) shall be paid for the above qualified service mechanic. Effective May 1, 2007 this shall be further increased by twenty-five cents (\$0.25) per hour (applied to wages/statutory and vacation pay only). The parties agree that effective May 1, 2007, the Service Mechanic must hold both a current "B" level gas ticket and a current Cross Connection Control Certification to qualify for the Service Mechanic wage rate; otherwise the Service Mechanic shall be paid at the commercial construction wage rate.
- 7.2** Service Mechanics working as Class "A" gasfitters shall be paid one dollar and fifty cents (\$1.50) per hour over the Service Mechanic journeyman wage rate. This premium will not apply to Employees working as Class "A" gasfitters who are already receiving the Foreman's premium.
- 7.3** It is the Service Mechanic's responsibility to maintain the currency of the above referenced qualifications for the Service Mechanic to maintain the additional compensation.

SECTION 8 - STATUTORY HOLIDAY PROVISIONS

- 8.1** Notwithstanding the Statutory Holiday provisions contained in the Commercial/Institutional portion of the collective agreement (Section 5), the parties agree that the Employer may (with prior notice) require service mechanic coverage (up to one-half of the crew only) for the four (4) non-government approved statutory holidays included in the collective agreement. It is therefore agreed by the parties that if required, service mechanics, will work Heritage Day, Easter Monday, the Friday before BC Day, and the Friday before Labour Day at straight time rates and take the next regularly scheduled work day, or an alternate day as mutually agreed between the Employee and the Employer, in lieu of any of the four above referenced days, if worked.

SECTION 9 - MONTHLY MEETINGS

- 9.1** The Employer may schedule a monthly one (1) hour meeting of service mechanics for the purpose of promotion, education and evaluation of service concerns and that this meeting time will not be charged for by the service mechanics.

SECTION 10 - UNIFORMS

- 10.1** Employees will be supplied uniforms and the Employer will be responsible for the laundering of all supplied uniforms.

SECTION 11 - WORK BREAKS

- 11.1** The provisions of the Commercial/Institutional Work Terms and Conditions, Section 7.6 are excluded from this Addendum based on the nature of the work.

SECTION 12 - NO CESSATION OF WORK

- 12.1** To protect the quality of life and the property of the clients of the Mechanical industry in British Columbia served by those signatories engaged in the commercial service business, the following shall apply:

It is understood by the parties that if there is a strike or lockout in the ICI construction industry, the provisions of this Service Addendum will remain in full force and effect.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION 170

APPENDIX "A"
COMMERCIAL/INSTITUTIONAL WAGE RATES AND FUND CONTRIBUTIONS

Commercial/Institutional Work

Journeypersons	Nov1/05	May 1/06	May 1/07	May 1/08	May 1/09
A. Wages & Holiday Pay					
Journeyperson Wage	\$28.86	\$29.66	\$30.46	\$31.71	\$33.05
Vac & Stat. Pay (12%)	\$3.46	\$3.56	\$3.66	\$3.81	\$3.97
Total	\$32.32	\$33.22	\$34.12	\$35.52	\$37.02
B. Benefit Package					
Health & Welfare	\$2.42	\$2.42	\$2.52	\$2.62	\$2.62
Pension	\$3.40	\$4.00	\$4.50	\$4.50	\$4.50
Total	\$5.82	\$6.42	\$7.02	\$7.12	\$7.12
C. Industry Funds					
PIAB	\$0.48	\$0.73	\$0.73	\$0.73	\$0.73
JTIP	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
MIRA*	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
SUB	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Contract Admin. (CLR)	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
CIBF	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
CTF	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
ITF	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Can. Pol. Action Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Total	\$1.29	\$1.54	\$1.54	\$1.54	\$1.54
**Total (A + B + C)	\$39.43	\$41.18	\$42.68	\$44.18	\$45.68

*MIRA – GST is applicable.

The total (A + B + C) increase for journeypersons for the duration of the agreement is as follows, except for any increases that may occur to the MIRA or Contract Administration Fund.

May 1/07	\$1.50 per hour
May 1/08	\$1.50 per hour
May 1/09	\$1.50 per hour

Supervision	Nov1/05	May1/06	May 1/07	May 1/08	May 1/09
Foreman (115%)	\$33.20	\$34.11	\$35.03	\$36.47	\$38.01
Gen. Foreman (120%)	\$34.63	\$35.59	\$36.55	\$38.05	\$39.66

Apprentices	Nov1/05	May1/06	May 1/07	May 1/08	May 1/09
Pre-apprentices	See Section 14.12				
1 st 6 months (45%)	\$12.99	\$13.35	\$13.71	\$14.27	\$14.87
2 nd 6 months (50%)	\$14.43	\$14.83	\$15.23	\$15.86	\$16.53
3 rd 6 months (55%)	\$15.87	\$16.31	\$16.75	\$17.44	\$18.18
4 th 6 months (60%)	\$17.32	\$17.80	\$18.28	\$19.03	\$19.83
5 th 6 months (65%)	\$18.76	\$19.28	\$19.80	\$20.61	\$21.48
6 th 6 months (70%)	\$20.20	\$20.76	\$21.32	\$22.20	\$23.14
7 th 6 months (75%)	\$21.65	\$22.25	\$22.85	\$23.78	\$24.79
8 th 6 months (80%)	\$23.09	\$23.73	\$24.37	\$25.37	\$26.44
Building Trades Helper (86.9%)	\$25.08	\$25.77	\$26.47	\$27.56	\$28.72

Commercial Institutional Pre-apprentices:

Please make sure you notify the Union Apprenticeship office when employing Commercial Pre-apprentices.

Commercial Service Mechanic Wage Rate:

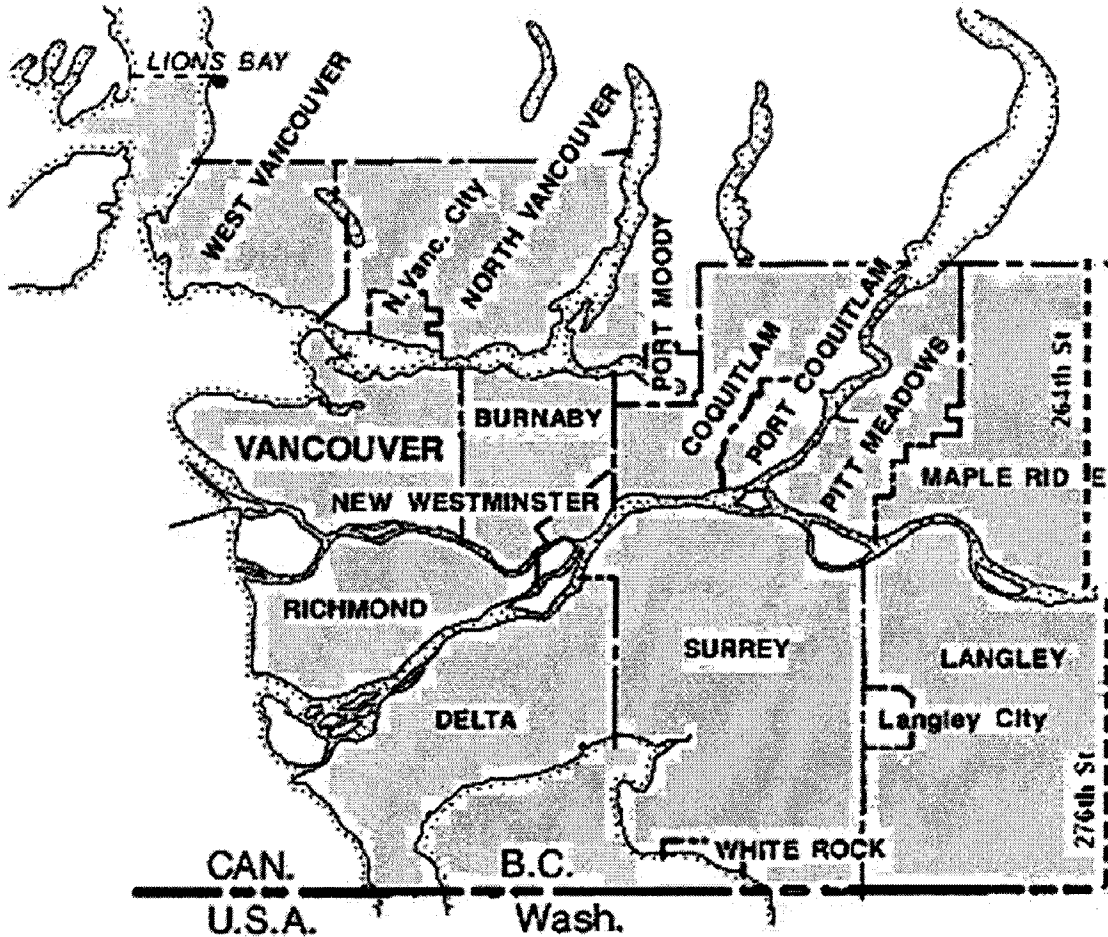
	<u>Feb 1/06</u>	<u>May 1/06</u>	<u>May 1/07</u>	<u>May 1/08</u>	<u>May 1/09</u>
A. Wages & Holiday Pay					
Service Mechanic Wage	\$29.36	\$30.16	\$31.21	\$32.46	\$33.80
Vacation & Stat. Pay	\$3.52	\$3.62	\$3.75	\$3.90	\$4.06
TOTAL	\$32.88	\$33.78	\$34.96	\$36.36	\$37.86

B. Benefit Package – equal to Commercial/Institutional journeyperson

C. Industry Fund – equal to Commercial/Institutional journeyperson

MAP "A"

Please refer to Map "A" at the end of the Commercial/Institutional Work Terms and Conditions.
This map shows the areas referred to in Sections 8.1 – 8.6. It is for reference only. Further detail is available from the CLR or the Union.



Part C INDUSTRIAL WORK TERMS AND CONDITIONS

SECTION 1 - HOURS OF WORK

- 1.1 On the first shift or regular day shift the hours of work shall be from 8:00 am to 4:30 pm from Monday to Friday inclusive with one-half (1/2) for lunch, except where it is mutually agreed to take one (1) hour for lunch, then the working day shall end at 5:00pm (The above hours of work may be varied without penalty to comply with Provincial Fire Regulations or Fire Regulations established by the holder of a Timber License.) No Employee shall be employed for more than forty (40) hours per week without the sanction of the Business Manager or Business Representative of the Local Union. (Overtime sanction shall not be unreasonably withheld.)

SECTION 2 – REST BREAK

- 2.1 On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. On shifts of ten (10) hours, the Employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the end of eight (8) hours, to be paid at *straight time* rates. If a second meal break is provided, the rest breaks will be ten (10) minutes each as per the shift schedules. *If a second paid meal break is provided*, it will be paid at prevailing rates, and the third rest break shall not be taken.

SECTION 3 - OVERTIME

- 3.1 All work done in excess of these hours shall be considered overtime and paid for at one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours Monday through Friday, and two (2) times the regular rate of pay thereafter. An Employee shall receive payment at the rate of two (2) times the regular rate of pay for all time worked on Saturdays, Sundays, and Statutory Holidays.

SECTION 4 - COMPRESSED WORK WEEKS

- 4.1 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or the Tuesday through Friday period.
- 4.2 Where this option worked, all hours worked in excess of ten(10) hours per day, shall be paid at two (2) times the applicable rate of pay. When a fifth (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1½) times the applicable rate of pay. All other hours on this compressed work schedule, including all hours worked on Saturdays, Sundays and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.
- 4.3 If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premiums will apply.
- 4.4 Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the preceding Thursday shall be the observed day off, unless varied by mutual consent. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the following Tuesday shall be the observed day off, unless varied by mutual consent. Either of these "observed" days, if worked will be at two times the regular rate and the regular "5th day" in either case can be worked at one and one

half times the regular rate. When a statutory holiday falls in the work week, the Union and the Employer shall mutually agree to the work schedule for that week.

SECTION 5 - START AND STOP TIME VARIANCES

- 5.1 It is mutually agreed that the starting and stopping time may be varied by one (1) hour, earlier or later than the normal 8:00 am start, at the Employer's discretion.
- 5.2 For non-camp jobs, the starting and stopping times shall be at the tool lock-up or lunchroom. For camp jobs, see Section 11.4.
- 5.3 An Employee who reports for work and for whom no work or less than four (4) hours' work is available, shall receive not less than four (4) hours' pay at the prevailing rates unless they have been notified by the Employer before leaving home not to report. No callout on any day (Saturday and Sunday included) shall be paid at less than four (4) hours at the prevailing rates on any work.
- 5.4 Any Employee who works more than four (4) hours on their regular scheduled shift and is sent home for any reason by the Employer shall be paid for the remainder of this shift at prevailing rates. This Section does not contravene Section 19.7.3 – Reduction of Crews.

SECTION 6 - STATUTORY HOLIDAYS

- 6.1 The following are the recognized Statutory Holidays. A letter will be sent annually by CLR and UA Local 170 with proper dates.

New Year's Day,
Third Monday in February (Heritage Day),
Good Friday,
Easter Monday,
Victoria Day,
Dominion Day,
Friday preceding British Columbia Day,

British Columbia Day,
Friday preceding Labour Day,
Labour Day,
Thanksgiving Day
Remembrance Day,
Christmas Day,
Boxing Day

or any day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia (See Section 3, Overtime).

- 6.2 Any Employee working in the Yukon Territory shall further receive payment at the rate of double time for hours worked on Discovery Day or any new holiday declared by the Government of the Yukon Territory.
- 6.3 Any holiday falling on a Saturday or Sunday shall be observed the following work day(s). No Employee shall be required to work on Labour Day except for the preservation of life or property.
- 6.4 The Joint Conference Board holds the right to determine the terms and conditions for Industry Holiday Shutdowns. Whereupon their decisions on these terms are final and binding upon the Parties involved.

SECTION 7 - SHIFTS

- 7.1 Shift work and approximate size of crews are to be established before commencement of same.
- 7.2 **Scheduling of Shifts**
 - 7.2.1 The Employer may schedule an afternoon and/or night shift if/as required.

- 7.2.2** Three (3) consecutive days shall be necessary to constitute an afternoon or night shift, where these shifts are not maintained for these consecutive working days, all time will be paid at two times the regular rate of pay.
- 7.2.3** It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- 7.2.4** Meal hours may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.
- 7.2.5** When overtime shift schedules are put into effect the Employees shall be paid in accordance with the shift schedules as set out herein.
- 7.2.6** If the shift starting times are changed to meet job requirements, the same principle is to be applied on computing the hours as if the shift started at the established times as per the shift schedules as set out herein.

7.3 Regular Eight (8) Hour Shifts

This schedule shall be applicable from 12:01 am Monday to 12:00 midnight Friday. On Saturdays, Sundays, and recognized holidays, overtime rates shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the prevailing rate.

1st Shift:

Commence	@ 8:00 am to 12:00 noon	4.0 hrs
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs
<i>TOTAL = 8 HRS</i>		

2nd Shift:

Commence	@ 4:30 pm to 8:30 pm	4.0 hrs
Meal	@ 8:30 pm to 9:00 pm	0.0 hrs
Commence	@ 9:00 pm to 12:30 am	3.5 hrs
<i>TOTAL 7.5 HRS + 0.5 SHIFT DIFFERENTIAL= 8 HRS</i>		

3rd Shift:

Commence	@ 12:30 am to 4:00am	3.5 hrs
Meal	@ 4:00 am to 4:30 am	0.0 hrs
Commence	@ 4:30 am to 8:00 am	3.5 hrs
<i>TOTAL 7 HRS + 1 HR SHIFT DIFFERENTIAL= 8 HRS</i>		

7.4 Nine (9) and Ten (10) Hour Shifts

7.4.1 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

- (a) Day Shift: No shift premium.
- (b) Afternoon or Night Shift: A shift premium of six dollars (\$6.00) per hour shall be paid to the Employee for each hour worked on any shift which constitutes an afternoon or night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.
- (c) These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.

- (d) Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing between 3:30 pm and 8:30 pm shall be deemed to be an afternoon shift and a shift commencing between 8:30 pm and 1:01 am shall be deemed to be a night shift.

7.4.2 Nine (9) Hour Shifts

This schedule shall be applicable from 8:00 am Monday to 8:00 am on Saturday. On Saturdays, Sundays and recognized holidays, overtime rates of double time shall apply.

		<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift - Monday through Friday				
Commence	@ 8:00 am to 12:00 pm	4.0 hrs		
Meal	@ 12:00 pm to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 5:30 pm	4.0 hrs	1.0 hr	
<i>TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS</i>				
2nd Shift - Monday through Friday				
Commence	@ 5:30 pm to 9:30 pm	4.0 hrs		
Meal	@ 9:30 pm to 10:00 pm	0.0 hrs		
Commence	@ 10:00 pm to 3:00 am	4.0 hrs	1.0 hrs	
<i>TOTAL 8 HRS + 1 hr @ 1.5 TIME = 9.5 HRS + 9 HRS @ \$6.00 per hour shift premium</i>				

7.4.2 Ten (10) Hour Shifts

This schedule shall be applicable from 8:00 am Monday to 8:00 am Saturday. On Saturdays, Sundays and recognized holidays, overtime rates of double time shall apply.

		<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift - Monday through Friday				
Commence	@ 8:00 am to 12:00 noon	4.0 hrs		
Meal	@ 12:00noon to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs		
Commence	@ 4:30 pm to 6:30 pm		2.0 hrs	
<i>TOTAL 8 HRS + 2 HRS @ 1.5 TIME = 11 HRS</i>				
2nd Shift - Monday through Friday				
Commence	@ 6:30 pm to 10:30 pm	4.0 hrs		
Meal	@ 10:30 pm to 11:00 pm	0.0 hrs		
Commence	@ 11:00 pm to 5:00am	4.0 hrs	2.0 hrs	
<i>TOTAL 8 HRS + 2 HRS @ 1.5 TIME = 11 HRS + 10 HRS @ \$6.00 per hour shift premium</i>				

7.5 Eleven (11) Hour Shifts

This schedule shall be applicable from 8:00 am Monday to 8:00 am Saturday. On Saturdays, Sundays and recognized holidays, overtime rates shall apply.

		<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift - Monday through Friday				
Commence	@ 8:00 am to 12:00 noon	4.0 hrs		
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs		
Meal	@ 4:30 pm to 5:00 pm	0.5 hrs		
Commence	@ 5:00 pm to 8:00 pm		2.0 hrs	1.0 hr
TOTAL 8.5 HRS + 2 HRS @ 1.5 TIME + 1 HR @ 2 TIME = 13.5 HRS				
2nd Shift - Monday through Friday				
Commence	@ 8:00 pm to 12:00 mid.	4.0 hrs		
Meal	@ 12:00 mid. to 12:30 am	0.0 hrs		
Commence	@ 12:30 am to 4:30 am		2.0 hrs	2.0 hrs
Meal	@ 4:30 am to 5:00 am	0.5 hrs		
Commence	@ 5:00 am to 8:00 am			3.0 hrs
TOTAL 4.5 HRS + 2 HRS @ 1.5 TIME + 5 HRS @ 2 TIME = 17.5 HRS				

7.6 Meal Time Adjustments

Meal times may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.

7.7 Rules for Eight (8) Hour Breaks Between Shifts

- 7.7.1** All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at overtime rates. No Employee shall be permitted to work two (2) consecutive shifts. If an Employee is required to work before an eight (8) hour break occurs, the Employee will be paid double time rates until such time as an eight (8) hour break occurs.
- 7.7.2** In the event an Employee is required to work overtime past the hour of 12:00 o'clock midnight and the Employer instructs that the Employee takes an eight (8) hour break so that double time rates would not apply the following day, the Employee's time shall start at the regular starting time of 8:00 o'clock am. For example, an Employee works until 3:00 o'clock am, takes an eight (8) hour break, starts work at 11:00 o'clock am and will be paid from 8:00 o'clock am at straight time rates.
- 7.7.3** It is the intent of this Section that an Employee shall not lose a normal shift due to taking the required eight (8) hour break. (eg. An Employee works until 8:00 am the following day and takes an eight (8) hour break. The starting time shall be the following day at the normal shift, but the Employee shall be paid for the full shift not worked the previous day.) This Section shall not apply if the Employee is terminated at the end of the overtime shift. The Section shall apply when the Employee remains on the payroll of the same Employer.

7.8 Overtime Lunch Period

When overtime is required before or after the regular hours on the shift, exceeding two (2) hours, Employees shall receive one-half (1/2) hour lunch period at straight time rates. If overtime of four (4) hours is worked, the Employer shall supply lunch every four (4) hours with no loss of time.

It is understood that additional lunch periods are paid for at prevailing rates, but are not included in the calculation of time worked. (i.e. twelve (12) hours must be worked before the second (2nd) meal break is paid.) The parties agree that in extenuating circumstances, should the Employer not be able to provide a meal in an overtime situation as defined herein, the Employer will compensate the Employee in lieu of the missed meal, by an amount of thirty dollars (\$30.00) meal allowance.

SECTION 8 - DAILY TRANSPORTATION

Please refer to Map "B" at the end of Part C – Industrial Work Terms and Conditions, page 60

8.1 Greater Vancouver Area Daily Commuting

The Industrial free zone of travel in the Greater Vancouver Area shall be confirmed to include the area in Map "B" west of 176th Street in Surrey or Harris Road (north of the Fraser River) and east of Taylor Way in West Vancouver.

- 8.2** When working outside the Industrial Free Travel Zone (described in Section 7.1 above), the Employee shall report to the actual work site as directed by the Employer at 8:00 am (or at the beginning of the work day) and shall remain at the site of the actual work for the full work day, working eight (8) hours on the job, or more if overtime in accordance with the Agreement is involved, or less in accordance with the Agreement when shift work is involved.

8.3 Daily Mileage Formula

The Employee will be reimbursed by the Employer in accordance with the following formula:

- 8.3.1** The distance between the job and the nearest point to the Free Travel Zone as described in Section 7.1 above shall be measured by automobile odometer following a route and roads over which the automobile could be reasonably expected to travel. This distance would then be doubled, thus allowing for the complete round trip.

- 8.3.2** Effective September 12, 2005 the round-trip distance will be determined to the nearest whole kilometre and the result multiplied by forty-five (\$0.45), effective, February 1, 2006 fifty cents (\$0.50) per kilometre. This sum shall be paid as an expense to the Employee upon submission of an expense voucher, or as otherwise agreed by the Employer and the Union. The Parties agree that this amount per kilometre will be adjusted so as to match the maximum tax-free rate for mileage expense reimbursement as published by Revenue Canada each year. It is agreed that this amount will not fall below forty-five cents (\$0.45) per kilometre.

- 8.3.3** It is the intent of this Section that each Employee be paid once and only once each day for the travel expense involved.

- 8.3.4** The responsibility for method of transportation and resultant expense is solely that of the Employee.

8.4 Employers Based in Map "B"

All Employers who declare the area described in Map "B" at time of signing to be their place of business, may hire Employees to work in the area described within that portion of the Map "B" without payment of Travel Expenses. Any Contractor declaring Map B"" to be their place of business and who accepts contracts outside of the area described in Map B"" shall pay Expenses as per this Section or pay Living Out Allowance at the contractor's discretion.

8.5 Employers Based Outside of Map "B"

All Employers who declare their place of business at time of signing to be outside the area covered by the Map B"" shall have a Free Travel Area of forty (40) road kilometres from the Main Post Office of the Town, City or Municipality where they have declared their place of business. These Employers may work in the area of the Map "B" under the same conditions as an Employer from the Map "B" Area. The Free Travel Area shall be agreed to between the Employer and Local 170 Business Representative.

- 8.6** For all Industrial work within the Area covered by Map "B" for hiring and bidding, all Employees shall be considered and treated as if they were Residents of Map "B".

8.6.1 For new Industrial work outside the Area covered by Map "B", Bona Fide Local Residents may be hired without initial and termination travel expense from Vancouver or paid living out allowance, but for all other conditions shall be treated as Vancouver Residents.

8.7 Travel expenses for all Employees other than Bona Fide Local Residents shall be from Burnaby City Hall to the jobsite and return.

8.8 Main and Additional Offices

An Employer shall designate the location of their main place of business at the time of signing this agreement and shall not establish additional places of business for the purpose of utilizing the services of Residents in areas other than where the one main place of business is located, unless a new location is approved under this Section. Otherwise, only the main place of business (Head Office in B.C.) shall be recognized. Employers who have more than one (1) approved place of business at the time of signing this Agreement shall have those places of business recognized. Employers locating businesses in more than one (1) City must indicate to the satisfaction of the Joint Conference Board that each new location is to be a permanent and legitimate place of business. The Joint Conference Board shall have the authority to recognize a new place of business for any Employer and thereby qualify the Employer under the local hiring and room and board and travel Sections.

8.9 Travel for Sick/Injured Workers

8.9.1 If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board, they shall be paid the full day's travel expense allowance in accordance with this Section, but only wages for time actually worked.

8.9.2 If the Employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job, they shall be paid the full day's travel expense allowance and wages.

8.9.3 The Employee shall make no further claim for any travelling expense or bridge tolls.

8.10 It is not intended that this Section change any Agreements wherein room and board conditions prevail or on travel expense to out-of-town jobs. The Employer has the sole prerogative of determining in each individual case, whether or not the job is to be ruled an "out-of-town job" in which case applicable room and board Sections shall apply. It is the intent that the Employer determine which alternative method is least costly to the Employer. Any dispute arising out of this Section shall be referred to the Joint Conference Board.

SECTION 9 - PROVISIONS FOR OUT-OF-TOWN PROJECTS

9.1 Travel expenses for all Employees other than Bona Fide Local Residents on out of town projects shall be from, Burnaby City Hall to the jobsite and return.

9.2 Initial and Terminal Travel Provisions

9.2.1 The Employer shall pay an initial and terminal travel allowance of forty-five cents (\$0.45) per kilometre which should be measured by automobile odometer following a route and roads over which the employee could reasonably be expected to travel who is directed or dispatched to an out-of-town project. Effective February 1, 2006 this amount shall be fifty cents (\$0.50) per kilometre. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. It is agreed by the Parties that this amount will not fall below forty-five cents (\$0.45) per kilometre. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to Sections 9.2.2, 9.2.3, 9.2.4, 9.2.5, and 9.2.6 for further clarification and exceptions.

- 9.2.2** For travel expense payments for all Employees classified as Bona Fide Local Residents on out of town projects, see Section 9.5.
- 9.2.3** Notwithstanding 9.2.1, the Employer shall reimburse an Employee, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. The reimbursement will be based on the Employee supplying applicable receipts for the BC Ferry Corporation rate for an under height (up to and including 7' high) with a total length of 20 feet. Reimbursement for the current single passenger fare shall also be made by the Employer based on the supply of a receipt, if requested by the Employer. The Employer will reimburse the Employee where travel requires the payment of highway tolls. Receipts are also required, if requested by the Employer.
- 9.2.4** Notwithstanding 9.2.1, when an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.
- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project (unless there is Employer/Owner supplied transportation) from the airport located nearest thereto.
 - (b) The Employer may pre-arrange the air travel to/from the Employee's point of dispatch. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be by a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly standby.
 - (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- 9.2.5** Notwithstanding any/all contrary provision(s) of this Section, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance/lump sum amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 9.2.6** Notwithstanding any/all contrary provision(s) of this Section,
- (a) If an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.
 - (b) If an Employee voluntarily terminates his own employment after having been on the project more than fifteen (15) calendar days, but less than thirty (30) calendar days, the Employer is required to pay the Employee's initial travel allowance but not the terminal travel allowance.
 - (c) If an Employee voluntarily terminates his own employment after having been on the project for more than thirty (30) calendar days, the Employer is required to pay the Employee's initial and terminal travel allowance.
 - (d) It is further agreed that due to sickness of the Employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.

9.3 Living Out Allowance/Daily Travel

When accommodation and meal allowance is supplied by the Employer, it shall be of a first class nature as typically understood by the parties.

9.3.1 Where there is no camp accommodation the Employee may elect to receive compensation from the Employer in accordance with one of the following two options that shall be provided on a seven (7) day a week basis:

- (a) Living out allowance at the minimum rate of \$90 per day; which shall increase by five dollars (\$5.00) per day effective May 1, 2007 and shall increase by an additional five dollars (\$5.00) per day effective May 1, 2009. If this option is chosen by the Employee, the Employee will not be eligible for Employer supplied daily transportation or mileage.
- (b) First class room plus \$50.00 per day meal allowance which shall increase by two dollars and fifty cents (\$2.50) per day effective May 1, 2007 and by an additional two dollars and fifty cents (\$2.50) per day, effective May 1, 2009.
- (c) If (b) is chosen, the Employee may request a cash advance equivalent to the daily meal allowance to an amount not more than seven (7) days meal allowance or that lesser amount dependent upon the duration of work identified on the employee's dispatch. It is understood that the Union will assist the Employer on recovery of LOA or meal allowance payments if required.

9.3.2 Non-Shutdown (Long Term Projects)

Where the Employee has elected to receive compensation under option "b" and where the Employer has supplied accommodation more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents per kilometre formula (February 1, 2006 of \$0.50 per kilometre) in Section 8, measured from the point of accommodation to the jobsite and back to the accommodation. Should the Employer decide to provide transportation, the daily allowance will be paid one-way.

9.3.3 Shutdown Projects

Additionally, *should an Employer require Employees to work on a shutdown* (on an out of town project), the following language will apply: The Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the Employee:

- (a) Where the Employer supplied accommodation is within the 40 road kilometre free zone around the jobsite, Employer supplied transportation will be provided to the jobsite and return to the Employer supplied accommodation.
- (a) Where the Employer supplied accommodation is beyond the 40 road kilometre free zone around the jobsite, the Employer shall provide transportation plus the Employee shall receive the daily travel allowance based on the cents-per-kilometre formula (February 1, 2006, \$0.50) from the edge of the 40 road kilometre free zone around the jobsite, paid both ways.
- (b) If the Employer does not supply transportation as required for shutdown projects, the Employer shall pay mileage allowance from the accommodation to the jobsite and return for each day worked by the Employees.
- (c) For projects located at Skookumchuk, it is agreed that a daily mileage allowance of fifteen dollars (\$15.00) shall be paid for each day worked to each Employee choosing the room plus meal allowance option. If the Employer does not supply transportation, it is understood that these Employees will be compensated under Section 9.3.3 (c).

9.4 Thirty-five (35) Day Turn-Around

- 9.4.1** For each thirty-five (35) calendar days on such project, the Employee shall receive an allowance for turnaround or periodic leave to be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 to 500 km	\$100.00
501 to 750 km	\$200.00
751 to 1000 km	\$250.00
over 1000 km	\$325.00

- 9.4.2** The kilometres will be computed from the project to the Burnaby City Hall. It is agreed that the above amounts will be paid only once for each turnaround. Qualification requires five (5) days of work following leave or payment; in this case, the Employee shall be allowed up to five (5) normal working days off without termination. It is agreed that at no time will more than twenty percent (20%) of the Employees be on such leave. It is further agreed that due to sickness of the Employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.

9.5 Local Resident Qualifications

For the purpose of supplying Local Residents for all Employers situated outside the Area covered by Map "B", a "Bona Fide" Local Resident must have the following qualifications before being hired:

- 9.5.1** A Resident must be a member in good standing with Local 170 at the time they are employed.
- 9.5.2** To qualify for employment on all types of work, a Resident must be registered on the unemployed list of Local 170 prior to being employed or rehired.
- 9.5.3** To qualify as a Resident for hiring purposes, an Employee must reside within eighty (80) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres, and their permanent residential address must be registered in the Office of Local 170 or their residency can be proven.
- 9.5.4** the Employee's permanent residential address must be registered in the Burnaby Office of Local 170 or the employee must otherwise prove his residential address.
- 9.5.5** A Resident must have a permanent domicile at or near the project for a period of eight (8) months immediately prior to being employed or rehired, and their permanent place of domicile must be registered in the Burnaby Office of Local 170.
- 9.5.6** For out of town Industrial work where the Employee lives within the eighty (80) kilometre zone but outside the forty (40) kilometre free zone, the Employee will be paid on the basis of thirty-four dollars (\$34.00) total cost for the daily round trip travel for the distance driven from the 41st kilometre to the end of the 80 kilometre zone.

SECTION 10 - MAINTENANCE WORK

- 10.1** Shall mean any work performed of a maintenance, repair or renovation character within the limit of the plant property. The words "repair" and "renovation", in connection with maintenance, refer to work required to restore by replacement or by revamping of parts of existing facilities to the former efficient operating conditions. Maintenance work should not be construed to mean changes in the design of an existing plant which would cause to improve or increase the design output or production of a plant or project, as this is considered new Industrial work.

SECTION 11 - CAMP ACCOMMODATION

- 11.1** On jobs where a camp is supplied, Local Residents, shall not receive travel expense from Vancouver, but camp facilities shall be available to all Employees at the expense of the Employer. Where Employees do not make use of camp facilities or supplied accommodations and a dispute ensues over this matter, the matter shall be referred to the Joint Conference Board.
- 11.2** Where Employees are boarded in camps on industrial projects hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with him to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.
- 11.3** When the Employee's station of work is not within a reasonable walking distance from the lunch area and where meal facilities are available, transportation to the lunch area shall be provided by the Employer. Facilities shall be considered to be available when located within fifteen (15) minutes walking distance and/or fifteen (15) minutes by bus or similar conveyance and the time consumed in travelling (to a maximum of fifteen (15) minutes each way) shall be at the Employer's expense at straight time rates.
- 11.4** Where Employees are boarded by the Employer, in camps:
- (a) No walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.
 - (b) On non-camp industrial jobs, the starting and stopping times shall be the tool lock-up or lunchroom.
- 11.5** Camp accommodations will be those as established by the B.C. and Yukon Building Trades Council and as amended from time to time.
- 11.6** Camps standing and mobile will be built and installed and maintained by the respective trades who are members of the Building Trades Councils, A.F.L. - C.I.O. and C.L.C.
- 11.7** It will not be a violation of this Agreement if members of the Union refuse to occupy camps, standing or mobile, if the above Section has not been adhered to.

SECTION 12 - LIVING AWAY FROM CAMP

- 12.1** Where a camp is already established and an Employee who is a non-resident wishes to live elsewhere, they shall be paid the total cost of camp accommodation when same is agreed to by "The Employer and the Union" and approved by the Joint Conference Board.
- 12.2** It is recognized that the Union retains the right to process grievances for any and all matters covered under the "Camp Rules & Regulations for British Columbia and the Yukon Territories, and any subsequent amendments under Common Terms, Section 9 of this Agreement".

SECTION 13 - WEEKEND CHECKOUT ALLOWANCES

- 13.1** Employees desiring to check out of camp Saturday, Sunday or Statutory Holidays, shall receive not less than twenty dollars (\$20.00) per day. Employees must turn in their meal tickets or sign a check-out in advance to be eligible for said subsistence if Employer requests same. Weekend subsistence to be paid on regular pay days.

- 13.2** To qualify for weekend check out allowances, an Employee must work the scheduled shift before the weekend or statutory holiday and the first scheduled shift after the weekend or statutory holiday or have a reasonable excuse for absence which, if possible, was reported to the Employer prior to the absence. Any disagreement shall be referred to the Joint Conference Board.

SECTION 14 - LUNCH/CHANGE ROOMS, FLUSH TOILETS, TELEPHONES, DRINKING WATER,

14.1 Lunch/Change Rooms

The Employer shall provide a suitable heated lunch area and facilities for Employees to change and dry clothing. The lunch area shall not be used as a place to store tools and/or equipment.

14.2 Flush Toilets

The Employer shall supply flush toilets, wash up facilities and hand cleaner.

It shall be the mutual responsibility of the Employer and their Employees to maintain a high standard of cleanliness in the Employer's Lunch Rooms and toilet facilities.

On jobs of insufficient size or length to warrant the above conditions, this Section shall not apply. In the event that proper toilet facilities as described above are not provided, no Employee will be penalized for leaving the job in the case of necessity.

14.3 Telephones

When a telephone is installed on the jobsite, it shall be made available to Employees for emergency incoming and outgoing calls.

14.4 Drinking Water

When potable tap water is not available, then potable, cool drinking water in approved sanitary containers shall be provided.

SECTION 15 - LAY-OFF NOTICE AND PICK UP TIME

- 15.1** Employees being laid off for any reason on any job shall be given one hours notice and allowed this hour to pick up and return the Employer's tools, check out of camp or register with the dispatch office of the Union. .

SECTION 16 - APPRENTICESHIP AND TRAINING

- 16.1** All apprentices shall be employed in accordance with the provisions of the Industry Training Authority Act, and the parties hereto agree to observe all the provisions of the said Act.
- 16.2** Each Employer employing one (1) journeyman shall be allowed one (1) indentured apprentice For each four (4) additional journeymen employed, one (1) apprentice shall be employed.
- Each shop employing three (3) journeymen or more must employ at least one (1) apprentice. Any deviation from this must be approved by the Piping Industry Apprenticeship Board (PIAB).
- 16.3** All apprentices, shall be registered with the Piping Industry Apprenticeship Board (PIAB) and the office of Local Union 170.
- 16.4** Apprentices who are in their last year of apprenticeship shall be recognized as "senior" apprentices and shall be allowed to work as journeymen and only one (1) senior apprentice shall be allowed in any

shop or job to each branch of the trade, except where there are more than five (5) journeyperson plumbers or five (5) journeyperson steamfitters employed, or as arranged by the PIAB.

- 16.5 Journeypersons shall be allowed only one (1) helper or one (1) apprentice.
- 16.6 Piping Industry Apprenticeship Board – see Common Terms, Section 11.3.
- 16.7 Monies made available for the upgrading of journeypersons shall be under the administration of the Piping Industry Apprenticeship Board.
- 16.8 The apprentice will receive credit towards his/her first term of apprenticeship for this entry - level training. The PIAB Operations Committee to adjust the selection dates to coincide with entry level training dates and to decide length of course and credit.
- 16.9 Employers will contribute on behalf of all indentured apprentices the portion of the pension contribution equal to the portion of the journeyperson wage to which they are entitled (e.g. 45% wage, 45% pension; 50% wage, 50% pension contribution.)
- 16.10 The Director of Apprenticeship and/or the Business Representatives will periodically check the apprentices on the jobs to determine whether or not they are being trained in the proper manner.
- 16.11 All senior indentured apprentices (third and fourth year) shall be given employment opportunities to enable them to complete their apprenticeship program. It is therefore agreed that a mix of all indentured apprentices will be adhered to by the Employers.

SECTION 17 - DEFINITION OF INDUSTRIAL PROJECTS

- 17.1 For the purpose of this Agreement, an Industrial Project shall mean manufacturing, production and processing plants, mining (including offshore drilling platforms and rigs) and transmission facilities, which include meter stations, pumping stations, compressor stations, tank farms, dams and hydro-electric projects. No rig welder (owner-operator) shall work on an Industrial Project. (Prior to work commencing on Offshore Drilling Platforms and Rigs, wages and conditions for divers (Scuba and Deep Sea) will be negotiated by the parties for the term of this Agreement.)

Sewage/water treatment projects and sewage/water pumping stations, will be deemed as commercial/institutional projects.

17.2 Commercial Work Designation on Industrial Projects

- 17.2.1 On Industrial Sites where the contractor is installing only process piping or where the contractor is simultaneously installing process piping, heating, sprinkler, and/or plumbing piping, then all such work shall be classified Industrial.

- 17.2.2 If process piping and heating, sprinkler or plumbing piping is being installed on the site by more than one (1) contractor then the contractor installing process piping shall have this work classified INDUSTRIAL.

The contractor installing only heating, sprinkler and/or plumbing piping shall have this work classified COMMERCIAL.

- 17.2.3 All heating, sprinkler and/or plumbing piping on Camp and Administration Buildings shall be classified COMMERCIAL.

- 17.2.4 This Section will not change the intent of Industrial Work Terms and Conditions, Section 10.

SECTION 18 - HANDLING OF MATERIALS

- 18.1** Regardless of what type of equipment or machinery is necessary, any and all work of erecting and/or installation of materials shall be performed exclusively by journeypersons or indentured apprentices of the Union where such work falls with the trade and territorial jurisdiction of the Union. Other than the operator of the equipment or machinery, same must be manned by U.A. Local 170 members without bar or restriction.
- 18.2** The Employer shall supply to Employees the necessary rigging materials, such as suitable slings (chokers), come-alongs, chain blocks, hydraulic jacks or any other necessary type of material, tools or equipment required to install pipe, pipe materials, pipe hangers and supports.
- 18.3** The prefabrication of all bends with a nominal diameter of two and one-half (2-1/2) inches or less; the attaching and assembling of all pipe fittings and valves, whether welded, screwed, flanged or any other method of joining, shall be performed in the field or U.A. Shop subject to the following paragraphs:
- 18.4** There shall be no restriction on the use of machinery, tools or appliances used in connection with the installation of work coming under the jurisdiction of the United Association, provided that, if power pipe cutting and threading machines are used on the job or in the shop of a U.A. Local 170 Employer, all pipe sizes shall be cut and threaded on the job or in the shop of a U.A. Local 170 Employer. On Industrial Projects all power pipe machines shall be operated by journeyperson members of Local 170, unless the Local Union Business Representative has cleared the work to be fabricated at some other designated place under the direct supervision of a member of the United Association.
- 18.5** The prefabrication of pipe formations two and one-half (2-1/2) inches and over in diameter, all lap joint work and refacing of flanges may be performed at the site of the job or in the plant of the Employer employing Building Trades Journeyperson members of the United Association at the prevailing building construction wage rates in effect wherever the Employer's plant may be situated.
- Pipe formations two (2) inches and under shall be fabricated by Building Trades Journeypersons of Local 170, except where such pipe formations are part of a module or package unit and such module or package unit is U.A. made or as agreed by the Joint Conference Board.
- 18.6** The words "fabricated" or "prefabrication" shall be intended to include lead pipe formations and fittings or any other pipe formations necessary for rubberizing, acid resisting or protective coatings and also plastic or fibreglass pipe formations.
- 18.7** Members of the Union reserve the privilege of refusing to handle, erect or install materials fabricated under conditions other than those described in Section 18.5 and 18.6.

Where an order is placed with a U.A. Fabrication Shop in the geographical jurisdiction of Local 170 and such order is given with the proper specifications and instructions and such U.A. Fabrication Shop has violated their Agreement with Local 170, then Local 170 shall notify the Employer who, within twenty-four (24) hours of such notice shall cancel the order or refuse to accept further deliveries until the dispute is resolved. Employees shall not refuse to install materials or equipment fabricated prior to the receipt of notice from Local 170.

- 18.8** Fabricated materials herein specified is intended to mean the assembling and fabrication of mill run pipes and fittings, pipe bends and the ordinary custom-built pipe hangers, anchors and pipe supports that are generally designed and made up on the jobsite and is not intended to include as "fabricated material" the regular catalogue pipe hangers, pipe clamps and catalogue special design pipe supports. Any regular or manufactured article normally listed in a Manufacturer's Catalogue shall not be construed as being fabricated or pre-fabricated materials within the meaning of these Sections.

- 18.9** On jobsites only journeyperson members of the Union and duly indentured apprentices shall handle the tools of the trade, and where a tool crib is established for the checking of tools used on general pipe fitting or instrumentation work, this tool crib must only have Building Trades Journeypersons Members of Local 170 employed in same.
- 18.10** The checking and handling of pipe and piping materials in piping warehouse on the jobsite must be done by Building Trades Journeyperson members of Local 170. Such workers will receive appropriate training under auspices of the Piping Industry Apprenticeship Board.

When hiring specially trained Employees for work in warehouse or tool crib, preference will be given to older or handicapped Employees.
- 18.11** Manufactured tubular or ready-made scaffolding must be erected by members of Local 170 when same is required for the installation of piping materials unless the said scaffolding has already been erected for use by other crafts.
- 18.12** Assembling of pipe for the draining of trenches, pits, etc., must be performed by Local 170 members, when same is necessary, before piping can be installed.
- 18.13** The installation and fabrication of pipe for dewatering lines in tunnels and trenches, also piping on dewatering system whether temporary or otherwise, must be performed by members of the Union.
- 18.14** The Union reserves the right to refuse to handle or install any materials or equipment coming from persons or firms who are considered unfair to Local Union 170, or any other Local Union of the United Association or the Labour Movement, or who are in any way violating the established conditions of the Industry.
- 18.15** In the event of it becoming necessary to take such action on any job, it will not be considered a violation of the Agreement, and no effort will be taken by the Employer to replace such persons or have such materials installed by other than members of Local Union 170, unless with the approval of the Business Representative or the Joint Conference Board.
- 18.16** The Union agrees that only materials and equipment purchased and supplied by the Employer will be worked on and installed. The only exception to the above will be the supply of equipment for the production of the end product.
- 18.17** The Employer agrees that no portion of a contract coming under the jurisdiction of this Agreement shall be sub-contracted to a non-signer or let on a piecework basis to a non-signer of this Agreement; and the Union agrees that it will not permit its members to accept piecework or labour or direct assignment, plus labour contracts, on work covered by this Agreement.

18.18 Safety and Rigging

Every Industrial Project employing twenty-five (25) Employees or more from the Piping Industry must have a rigger foreman and they shall be paid a foreman's rate of pay. The rigging foreman must correlate the work schedule for the Employees designated to rig piping materials and handle equipment. Such a foreman shall be responsible to size the load and arrange for the proper equipment and the number of Employees necessary to perform any specific rigging job in a safe manner in accordance with Worker's Compensation Board Regulations. All mechanical rigging equipment must conform to Canadian Standards Association requirements. For every additional twenty-five (25) Employees employed from the Piping Industry and coming under the jurisdiction of Local 170, another rigging foreman must be employed. For additional rigging foremen, foremen in charge of fitters and welders may be so designated as rigger foremen in addition to their other duties. Every Industrial project must have at least one (1) qualified rigger from Local 170. The Union agrees to supply competent riggers.

18.19 Temporary Heat

Where the supply of temporary heat is necessary and the use of the permanent equipment is involved prior to the completion of the general test and acceptance of the system by the Owner or their agent, only Building Trade members of the Union shall be allowed to operate the system.

18.20 Use of Personal Vehicles

No Employee shall use their personal vehicle for the transportation of the Employer's tools and/or materials. Ownership of any type vehicle shall not be considered as a condition of employment.

SECTION 19 - HIRING AND TERMINATING PROCEDURES

19.1 The Employer agrees that only members of the Union in good standing will be employed on work being installed by such parties under the jurisdiction of this Local Union, this is to include all helpers and apprentices. If, after forty-eight (48) hours, the Local Union is unable to supply qualified journeypersons, then the Employer has the privilege of employing journeypersons as required who must qualify and become members of Local Union 170 within fifteen (15) days.

19.2 Piping Superintendents, General Foremen and Foremen engaged on a project must be members of Local 170.

19.3 The Employer will not coerce or use any persuasive action to require any Employee to withdraw their membership from the Union.

19.4 The Employer agrees to supply the Local Union with a list of all Employees on request. The Union agrees, on request, to supply a list of unemployed members to the Employer.

19.5 All Employees including apprentices must have a clearance or dispatch slip from Local 170 before being hired.

19.6 The Local Union must be notified before Employees are transferred from one Industrial Project to another.

19.7 Reduction of Crews

19.7.1 Should it be necessary to reduce the working forces on the job or in the Shop, the Employer shall lay off or terminate their employment in the following sequence:

First:	The Potential Member.
Second:	The Travel Card Members (Members of Sister U.A. Locals)
Last:	Members of Local 170.

19.7.2 In crew layoffs of over (20) twenty persons, the Job Steward will be given a layoff list at least four (4) hours prior to termination.

19.7.3 An Employee shall not be dismissed, disciplined or suspended for other than just cause.

19.8 Impaired Workers

Employees who are unfit for work due to being impaired (other than medical) on the jobsite may be discharged and forfeit fare and transportation consideration from the job.

19.9 Termination

When an Employee is terminated on an out-of-town job for reasons (other than Section 19.8 above) and if transportation is not available, the Employee shall return to work and/or remain on the payroll on a regular shift basis until transportation is available.

19.10 Loitering

Members of the Union will not loiter around any shop or job. The Employer is not responsible for policing the Union members or the enforcement of this provision.

19.11 Older Workers

It shall be the policy of the Employer to endeavour where there are five (5) or more journeypersons employed by an Employer, that every fifth journeyperson shall be fifty (50) years of age or over if available.

19.12 Job Stewards

19.12.1 A Job Steward shall be a working Building Trades Member of Local 170 and will be under the direction of the Business Manager or Business Agent at all times. The Job Steward shall be appointed by the Business Manager or Business Agent. The Job Steward will be permitted to perform their Union duties during working hours and shall not be discriminated against. The Union agrees that the Job Stewards will perform their duties as efficiently as possible and the Employer agrees to grant reasonable time for the performance of such duties. Job Stewards shall be given appropriate training under the auspices of the Piping Industry Apprenticeship Board.

19.12.2 Job Stewards shall be recognized on all jobs, and other than superintendent, general foreman and foreman, shall be one (1) of the last Employees terminated or transferred from any job of four (4) or more journeypersons unless by mutual agreement.

SECTION 20 - WAGE RATES AND FRINGE BENEFITS

20.1 Wage Rates

SEE ATTACHED APPENDIX "B" FOR TOTAL WAGE RATES AND CONTRIBUTIONS. See page 58.

20.2 Foremen

When five (5) or more persons are employed on one job, one (1) shall be designated a Foreman and shall be paid a minimum of fifteen percent (15%) per hour above the journeyperson rate. General Foremen shall be paid a minimum of twenty percent (20%) per hour over the journeyperson rate.

20.3 Instrument Calibrators

Employees working as Instrument Calibrators shall be paid one dollar (\$1.00) per hour over the journeyperson wage rate. This premium shall not apply to Employees working as Instrument Calibrators who are already receiving the Foreman's premium.

20.4 Class "A" Gasfitters

Employees working as Class "A" Gasfitters shall be paid ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour over the journeyperson wage rate. This premium shall not apply to Employees working as Class Two Gasfitters who are already receiving the Foreman's premium.

20.5 Swinging Scaffold

Employees while working from a swinging scaffold or bosun's chair shall be paid fifty cents (\$0.50) per hour over the journey person's rate of pay.

20.6 First Aid Tickets

The parties agree to provide a premium for those employees for whom the Employer requires a Level 2 first aid ticket on a project. Such employees are to receive a premium of twenty-five cents (\$0.25) per hour when such Level 2 first aid ticket is required.

20.7 Underground Provisions

On industrial projects, an Employee who works underground during excavation which includes drilling, blasting, guniting and/or rock bolting shall receive prevailing rates plus ten percent (10%). Employees who work any part of the half shift underground shall be paid the ten per cent (10%) premium for that half shift. If an Employee works underground in both half shifts, the Employee shall be paid prevailing rates plus ten per cent (10%) for all hours paid that shift including shift differential.

20.8 Yukon Territory

Employees required to work in the Yukon Territory will receive an extra fifty cents (\$0.50) per hour over the standard rate. Travel expense only to be decided by pre-job conference.

20.9 Holiday Pay

Holiday Pay shall be twelve percent (12%) of total gross earnings (not fringe benefits) consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays. Holiday pay to be paid at least once a month on a regular pay day. The Employee may elect to have their holiday pay held until such time as they take their Annual Holidays or on termination. An Employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

20.10 Employees shall not work for wages during their Annual Holidays.

20.11 Pay Provisions

20.11.1 The regular pay day shall be at least once every two (2) weeks as agreed upon between the Employer and Local Union 170 and wages shall be paid before quitting time. Upon request by the Employee, the Employer shall pay an advance on alternate weeks for the duration of the project. Any Employer who wishes to mail Employee's cheques must have the consent of the Employees. Charges for cheque cashing at any British Columbia bank are the responsibility of the Employer.

20.11.2 Employee pay cheques shall be accompanied by a statement with each pay showing the Employer's name, the number of hours at straight time rate, the number of hours at overtime rates, applicable wage rates, dues checkoff and total contributions made on the Employee's behalf.

20.11.3 If a job is in the same area as the shop or if a payroll department is set up on the project, then the Employees shall be paid their wages in full at termination, except in extenuating circumstances. However, in such cases the Employee must be paid before the completion of the regular day shift following the shift on which the Employee is working. If an Employee wishes to terminate they must give eight (8) hours' notice in order to receive their pay at the completion of their regular day shift, and on other shifts the Employee must be paid before the completion of the regular day shift following the shift on which the Employee is working.

20.11.4 Where the job is not located in the area where the firm is established or there is no payroll department set up on the job, then cheques must be mailed within three (3) working days. On short term jobs (shutdowns) the Employer, if requested, will issue a drag cheque to cover the employees out of pocket travel fare expenses. On short-term jobs (shutdowns) the Employer shall pay the employees travel fare and expenses when finishing on out of town shutdown projects by cheque to be mailed within three (3) days of the employee's layoff. LOA, or meal allowance payments if requested by the Employee will be paid for the first week of employment by a drag cheque (it is understood that the Union will assist the contractor on recovery of LOA payments if required).

SECTION 21 - WELDERS

21.1 All pipe welders employed in connection with the installation of work under the terms of this Agreement shall be members of Local Union 170 and provide proof of their competency; this is not to include welders who might be employed for short periods on alterations, repairs or temporary work - short periods not to exceed eight (8) hours on any one job, on alterations, repairs or temporary work.

21.2 The Journeyperson Training and Industry Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure Ticket or Certificate of Competency. However, it is understood that regardless of results, all tests shall be conducted on the Employer's time at the prevailing rate of wages, and results of all tests are to be turned over to the Local Union upon request.

Should the Welder fail the first performance qualifications test(s) or retest(s), in each individual case any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the Employee's own time. The intent of this clause is to allow a welder to retest once.

21.3 When working in a permanent Fab Shop, or in confined spaces with fibreglass, toxic fumes or smoke, proper ventilation shall be provided. In the event of a dispute, the WorkSafe BC Regulations shall prevail.

SECTION 22 - PROTECTIVE CLOTHING AND TOOLS

22.1 When required, rubber boots and raincoats, pants and hats shall be furnished by the Employer on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the WorkSafe BC, Accident Prevention Regulations, protective clothing shall be supplied to Employees working in confined spaces on maintenance and repair jobs where certain conditions exist, such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.

22.2 Employers shall supply welder's helmets, leather jackets or arms (when necessary), goggles and gloves. All tools will be supplied by the Employer for all trades. Goggles and gloves will be supplied to Fab Shop Employees. Gloves will be supplied to all Employees working with welders. Coveralls and gloves shall be supplied to all Employees working with fibreglass pipe and materials whether in Shop or Field Construction. Leather aprons will be supplied to fitters working with Welders in Fab Shops. The Employer will be reimbursed for the cost of these leather aprons through the J.T.I.P. Fund.

22.3 When a tool box with a lock and key is supplied to any journeyperson Employee, they shall sign a standardized form as approved by the Joint Conference Board and be responsible for the return of all tools and/or equipment issued to them by the Employer. In case of theft of tools and/or equipment, both parties agree to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided in this Agreement.

APPENDIX "B"
INDUSTRIAL WAGE RATES AND FUND CONTRIBUTIONS

Industrial Work

Journeypersons	Nov1/05	May 1/06	May 1/07	May 1/08	May 1/09
A. Wages & Holiday Pay					
Journeyperson Wage	\$29.76	\$31.10	\$32.35	\$33.60	\$34.49
Vac & Stat. Pay (12%)	\$3.57	\$3.73	\$3.88	\$4.03	\$4.14
Total	\$33.33	\$34.83	\$36.23	\$37.63	\$38.63
B. Benefit Package					
Health & Welfare	\$2.42	\$2.42	\$2.52	\$2.62	\$2.62
Pension	\$3.40	\$4.00	\$4.50	\$4.50	\$4.50
Total	\$5.82	\$6.42	\$7.02	\$7.12	\$7.12
C. Industry Funds					
PIAB	\$0.48	\$0.73	\$0.73	\$0.73	\$0.73
JTIP	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
MIRA*	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
SUB	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Contract Admin. (CLR)	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
CIBF	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
CTF	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
ITF	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Can. Pol. Action Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Total	\$1.29	\$1.54	\$1.54	\$1.54	\$1.54
**Total (A + B + C)	\$40.44	\$42.79	\$44.79	\$46.29	\$47.29

*MIRA – GST is applicable.

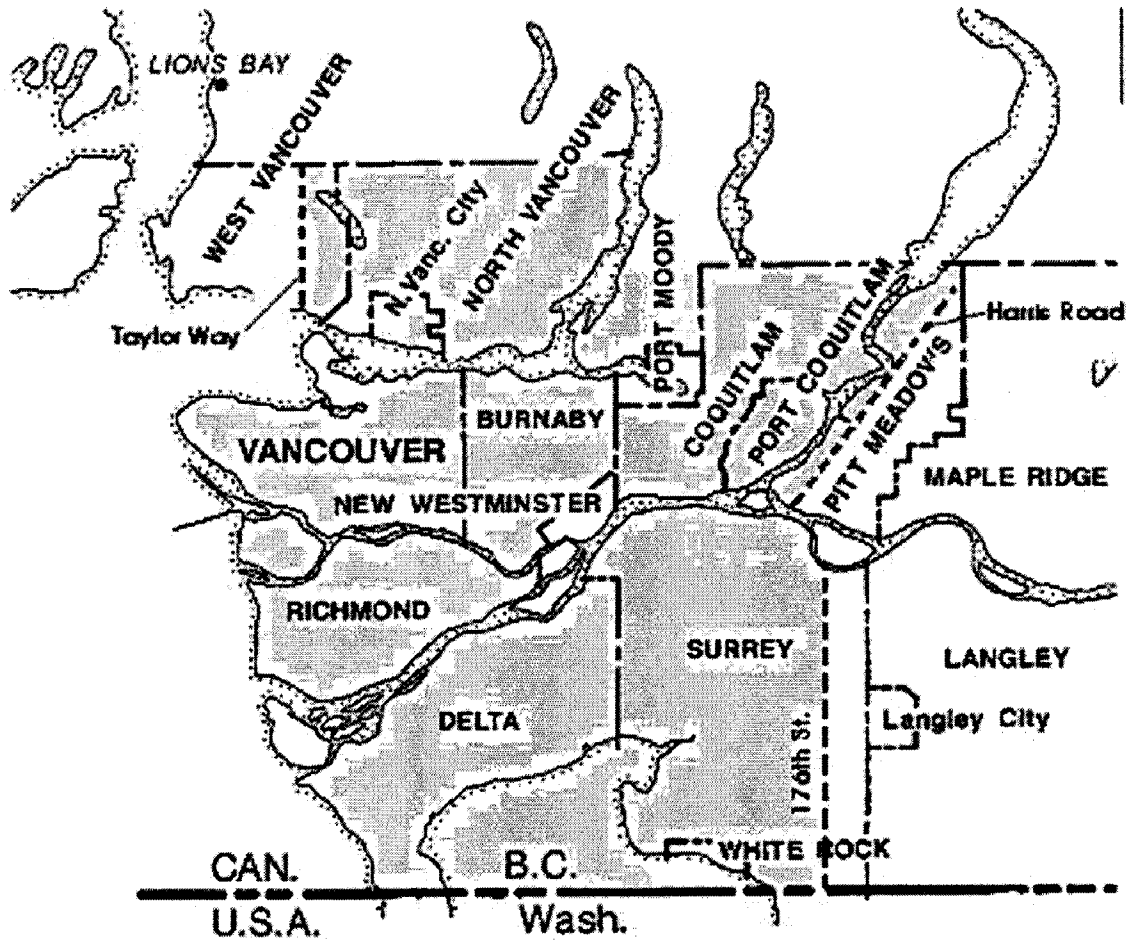
The total (A + B + C) increase for journeypersons for the duration of the agreement is as follows (except for any increases that may occur to the MIRA or Contract Administration Fund.)

May 1/07	\$2.00 per hour
May 1/08	\$1.50 per hour
May 1/09	\$1.00 per hour

Supervision	Nov1/05	May1/06	May 1/07	May 1/08	May 1/09
Foreman (115%)	\$34.22	\$35.77	\$37.20	\$38.64	\$39.66
Gen. Foreman (120%)	\$35.71	\$37.32	38.82	40.32	41.39
Apprentices	Nov1/05	May1/06	May 1/07	May 1/08	May 1/09
1 st 6 months (45%)	\$13.39	\$14.00	\$14.56	\$15.12	\$15.52
2 nd 6 months (50%)	\$14.88	\$15.55	\$16.18	\$16.80	\$17.25
3 rd 6 months (55%)	\$16.37	\$17.11	\$17.79	\$18.48	\$18.97
4 th 6 months (60%)	\$17.86	\$18.66	\$19.41	\$20.16	\$20.69
5 th 6 months (65%)	\$19.35	\$20.22	\$21.03	\$21.84	\$22.42
6 th 6 months (70%)	\$20.83	\$21.77	\$22.65	\$23.52	\$24.14
7 th 6 months (75%)	\$22.32	\$23.33	\$24.26	\$25.20	\$25.87
8 th 6 months (80%)	\$23.81	\$24.88	\$25.88	\$26.88	\$27.59
Building Trades Helper (86.9%)	\$25.86	\$27.03	\$28.11	\$29.20	\$29.97

Map "B"

This map shows the areas referred to in Sections 8.1 – 8.7. It is for reference only. Further detail is available from CLR or the Union.



LIST OF SIGNATORY CONTRACTORS

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE U.S. AND CANADA LOCAL 170

A & A Plumbing & Heating Ltd.
12 - 8005 Alexander Rd.
Delta, BC V4G 1C6

A-C Systems Inc.
1415 Crown St.
North Vancouver, BC V7J 1G4

Acme Mechanical Contractors Ltd.
3903 Edinburgh St.
Burnaby, BC V5C 1R3

Alliance Engineering Works (1985) Ltd.
6793 Kirkpatrick Crescent
Saanichton, BC V8M 1Z8

Alpha Mechanical Contracting Ltd.
108 - 1515 Broadway St.
Port Coquitlam, BC V3C 6M2

Alstom Canada Inc.
193 - 21300 Gordon Way
Richmond, BC V6W 1M2

Anderson Plumbing & Heating Ltd.
7405 Lowland Drive
Burnaby, BC V5J 5A8

Apex Fire Protection Ltd.
#1 - 19080 - 96th Ave.
Surrey, BC V4N 3R3

Babcock & Wilcox Industries Ltd.
#225 - 13091 Vanier Pl
Richmond, BC V6V 2J1

Black & McDonald Limited
650 - 655 West Kent Ave. North
Vancouver, BC V6P 6T7

B.C. Comfort Air Conditioning Limited
7405 Lowland Dr.
Burnaby, BC V5J 5A8

Broadwater Industries Ltd.
247 - 1st Ave. E.
Prince Rupert, BC V8J 1A7

Brymark Installations Group Inc.
1648 Broadway St.
Port Coquitlam, BC V3C 2M8

Burgess Plumbing Heating & Electric Co. Ltd.
36 N. Broadway
Williams Lake, BC V2G 1B9

C.B.J. Industrial Ltd.
Unit 2 - 4301 Echo Field Rd.
Cranbrook, BC V1C 7B6

Can-Dew Installations Inc.
19577 - 94th Avenue
Surrey, BC V4N 4E6

Canadian Industrial Mill Services Ltd.
5355 Parkwood Place
Richmond, BC V6V 2N1

Canadian Process & Control Ltd.
3020 Spring St.
Port Moody, BC V3H 1Z8

Canron Western Constructors Ltd.
1168 Derwent Way, Annacis Island
Delta, BC V3M 5R1

Cascade Mechanical Ltd.
1840 Quinn St.
Prince George, BC V2N 1X5

Century Plumbing & Heating Ltd.
8055 Evans Parkway
Chilliwack, BC V2R 5R7

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

Comstock Canada
#1 - 3182 Orlando Drive
Mississauga, ON L4V 1R5

Corwest Fabrications, A Div. of Ellett Industries Ltd.
#101 - 1545 Kingsway
Port Coquitlam, BC V3C 1S2

Cranberry Construction Services Ltd.
DBA MacIntosh & Norman
4520 B - Franklin Ave.
Powell River, BC V8A 3E3

Davidson Bros. Mechanical Contractors Ltd.
7388 Hedley Ave.
Burnaby, BC V5E 2P9

Driver's Industrial Installations Ltd.
7701 Somenos Rd.
Duncan, BC V9L 5Z7

Ellett Mechanical Installations, Division of Ellett Industries Ltd.
1575 Kingsway Ave.
Port Coquitlam, BC V3C 4E5

Equity Plumbing & Heating Ltd.
881 - 4th Ave.
Prince George, BC V2L 3H5

F & M Installations Ltd.
2076 Balsam Road
Nanaimo, BC V9X 1T5

Farr Installations Ltd.
4912 Hart Highway
Prince George, BC V2K 3A1

Geo-Tech Industries Inc.
8338 Crofton Rd
Crofton, BC V0R 1R0

C.B. Hodgson Plumbing & Mechanical Ltd.
305 East 6th Ave.
Vancouver, BC V5T 1J9

Honeywell Limited
Ste. 300 - 3490 Gardner Court
Burnaby, BC V5G 3K4

Ideal Welders Ltd.
660 Daldew St., Annacis Isl.
New Westminster, BC V3M 5S2

Interior Industrial Constructors Ltd.
2148 Steel Rd.
Prince George, BC V2K 5B7

Interior Power & Chemical Services Ltd.
26019 - 31B Ave.
Aldergrove, BC V4W 2Z6

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

Johnson Controls Ltd.
3061 Grandview Hwy
Vancouver, BC V5M 2E4

Archie Johnstone Plumbing & Heating Ltd.
150 Wallace St.
Nanaimo, BC V9R 5B1

Kamtech Services Inc.
1633 Cliveden Ave.
Delta, BC V3M 6V5

Keith Plumbing & Heating Co. Ltd.
1 - 40 Gostick Pl.
North Vancouver, BC V7M 3G3

Kellogg, Brown & Root (Canada) Company
PO Box 5588 Stn South
Edmonton, AB T6E 6P8

J.J. King Mechanical Ltd.
Unit 156 - 11786 River Rd
Richmond, BC V6X 3Z3

Kitimat Iron & Metal Works Ltd.
752 Enterprise Ave.
Kitimat, BC V8C 2E6

Lake Mechanical Ltd.
3746 Napier St.
Burnaby, BC V5C 3E5

Landmark Mechanical Installations Ltd.
818 Highway Drive
Castlegar, BC V1N 3B5

Gordon Latham Limited
#100 - 1060 W. 8th Ave.
Vancouver, BC V6H 1C4

Lockerbie & Hole Contracting Ltd.
401 Salter Street
New Westminster, BC V3M 5Y1

Lockerbie & Hole Industrial Inc.
401 Salter St.
New Westminster, BC V3M 5Y1

Midwest Mechanical Limited
2601 - 9th Ave.
Castlegar, BC V1N 2Y7

Mitchell Installations Ltd.
5298 Still Creek Ave.
Burnaby, BC V5C 4E4

Modern Systems Management Ltd.
15448 - 96A Ave.
Surrey, BC V3R 7H2

National Installations Ltd.
12178 - 86th Ave.
Surrey, BC V3W 3H7

New Canadian Installation & Erection Inc.
1792 Shaleridge Place
Kelowna, BC V2N 3E4

W.S. Nicholls Construction Inc.
851 Derwent Way
Annacis Business Park
Delta, BC V3M 5R4

North Coast Controls (1981) Ltd.
P.O. Box 1282
Prince George, BC V2L 4V3

101 Industries Ltd.
245 - 3rd St.
Kitimat, BC V8C 2N8

Pascoe Williams Mechanical Ltd.
6889 Arbutus St.
Vancouver, BC V6P 5S6

Pine Mechanical Ltd.
#8 - 19102 - 27th Avenue
Surrey, BC V3S 5T1

Quadraco Alloy Welding Ltd.
660 Caldew
Delta, BC V3M 5S2

Quesnel Plumbing & Heating Co. Ltd.
353 Thompson Rd.
Quesnel, BC V2J 5B5

Rich's Sprinkler & Design Ltd.
7350 Montclair St.
Burnaby, BC V5A 3J1

Siemens Building Technology Ltd.
Unit 150 - 4011 Viking Way
Richmond, BC V6V 2K9

Sinco Engineering Ltd.
227 - 1655 Broadway St.
Port Coquitlam, BC V3C 2M7

Steven's Plumbing & Heating Ltd.
1055 E. 29th St.
North Vancouver, BC V7K 1C1

Templeton Mechanical Ltd.
PO Box 180
Fort Langley, BC V1M 2R5

Thompson Valley Erectors Ltd.
830 Seymour St.
Kamloops, BC V2C 2H5

Total Mechanical Systems Inc.
690 McCurdy Rd.
Kelowna, BC V1X 2P5

Trotter and Morton Building Technologies Inc.
#200 - 5151 Canada Way
Burnaby, BC V5E 3N1

United Power Ltd.
198 Pemberton Ave.
North Vancouver, BC V7P 2R5

Vipond Fire Protection Inc.
Unit 11, 7228 Winston St
Burnaby, BC V5A 2G9

Fred Welsh Ltd.
#3 - 720 Beatty St.
Vancouver, BC V6B 2M1

West Central Fire Protection Ltd.
11400 Maureen Rd.
Prince George, BC V2N 5B7

West Kootenay Mechanical Ltd.
Box 225
Trail, BC V1R 4L5

Western Technical Installations Ltd.
1718 Kidson Rd.
Nanaimo, BC V9S 3H2

Whelen Mechanical Installations (1981) Ltd.
4025 E. 1st Ave.
Burnaby, BC V5C 3W5

Zanron Fabrication & Machine Co. Ltd.
256 Third St.
Kitimat, BC V8C 2B8