# UNITED ASSOCIATION LOCAL 324

# COMMERCIAL/INSTITUTIONAL AGREEMENT

ARTICLES OF AGREEMENT mutually entered into

**BETWEEN:** 

## CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

on its own behalf and on behalf of its member Employers who have authorized CLR to execute this agreement and who are included on the attached summary list, and those members added from time to time by notice given to the Union (here in after referred to as "The Employer")

PARTY OF THE FIRST PART

AND:

LOCAL UNION NO. 324 OF THE UNITED
ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA (here in after referred to as "the Union")

As PARTY OF THE SECOND PART

May 1, 2019 to April 30, 2023

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This Collective Agreement shall apply to all work performed within the geographical jurisdiction of U.A. Local 324, ("the Union") with the exception only of work specifically defined in the U.A. Local 324 Industrial Collective Agreement. Work specifically described in the Industrial Agreement shall be performed under the provisions of that Collective Agreement.

As a condition of signing this Agreement, the Employer agrees to execute the Industrial Agreement and the Service Agreement should the Employer engage in work falling under either Collective Agreement.

With a view to promoting the business of heating and sanitation in order to allow those trades to ensure a standard of efficiency for the protection of the public and for those persons engaged in such business, by establishing and maintaining of fair conditions and settling of differences that may arise between those who are parties to this Agreement and to maintain industrial peace.

It is the intention of the parties to this Agreement that through increasing the knowledge and skills of the members of the Mechanical Construction Industry and through the use of new methods and means of production and goals of increased availability of annual working hours for members of the Union, increased productivity for the Industry and a betterment of standard of living for all members of the Industry will be obtained. Further, the parties agree to abide by the criteria contained in the current UA Standard for Excellence. This standard lays out obligation for the Employer, the Union and the employees.

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 with the Party of the Second Part."

#### ARTICLE 1.00 -- RESERVATIONS TO MANAGEMENT

- 1.01 The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products and materials are solely the responsibility of the Employer.
- 1.02 The Union recognizes the right of the Employer to hire, promote, discipline or discharge any Employee subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 1.03 The Employer agrees that he will not exercise his management rights for the purpose of restricting or limiting the rights of his Employees herein granted.

#### ARTICLE 2.00 -- HOURS OF WORK

2.01 (a) The hours of labour shall be eight (8) hours per day between 7:00 a.m. and 5:00 p.m. Monday to Friday inclusive, with one-half (1/2) hour for lunch.

#### (b) Compressed Workweek

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) hours days are scheduled during the Monday through Thursday period or the Tuesday through Friday period. Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When the fifth (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1-1/2) 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. If the Employer exercises an afternoon or night shift on the compressed workweek format afternoon or night shift premiums will apply.

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 a Monday, the following Tuesday shall be the observed day-off, unless varied by mutual consent. When a statutory holiday falls in the workweek, the Union and the Employer shall mutually agree to the work schedule for that week.

#### 2.02 Rest Break

On a regular shift, two (2) ten (10) minute rest breaks may be taken at a location determined by mutual agreement between the Employer and the Union. Rest breaks must be taken unless mutually agreed upon in writing between the Employer and the employee. On shifts of ten (10) hours, the Employee will be given one fifteen (15) minute break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of the 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) hours will be provided at the end of eight (8) hours, to be paid at straight time rate. If a second meal break is provided, the rest breaks will revert to ten (10) minutes each and the third rest break will not be taken. All additional meal breaks will be paid at the prevailing rates. Both parties agree there shall not be abuses in respect to the time taken for rest breaks

- 2.03 Forty (40) hours shall constitute the working week and all hours worked in excess of forty (40) hours per week shall be considered overtime.
- 2.04 In the event of it becoming necessary to work more than one (1) shift on a job, the second shift shall be paid for at the rate of eight (8) hours pay for seven and one-half (7 ½) hours work. The third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work. Three consecutive work days shall constitute an afternoon or night shift. On any shift operation in excess of 10 hours per shift, a meal will be provided at straight time. No Employee will be permitted to work two (2) continuous shifts in any calendar day. Employees shall be given forty-eight (48) hours notice prior to commencement of shift work.

#### 2.05 Scheduling of Shifts

One, Two or Three Regular Shifts – See Appendix A for Shift Schedules

#### ARTICLE 3.00 -- OVERTIME AND WORK ON HOLIDAYS

- 3.01 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.
- 3.02 Work on Sunday and the following holidays shall be paid for at double time rate: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Friday preceding B.C. Day, B.C. 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.

On all commercial/institutional projects, the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the employer and the employee.

The Union will be notified if the members are working either of the above statutory holidays.

3.03 When overtime is required before or after the regular hours of work exceeding two (2) hours, Employees shall receive one-half (½) hour lunch period at the straight time rates. If the Employee is not informed of the overtime before the end of his last shift, the Employer will supply a meal. The Parties agree that, in extenuating circumstances, should the Employer not be able to provide the meal in the overtime meal situation as identified herein, the Employer will compensate the Employee in an amount of thirty dollars

(\$30.00). If overtime of more than four (4) hours is worked, the Employer shall supply a meal every four (4) hours with no loss of time.

#### ARTICLE 4.00 -- TOOLS

#### 4.01 Employees shall supply the following tools:

#### Plumber's Tools List

- 1) Tool Box
- 2) Hacksaw
- 3) Pump Pliers
- 4) Aviation Tin Snips
- 5) 3/4" Cold Chisel
- 6) Plumb Bob
- 7) Kevhole Saw
- 8) 6" Vice Grips
- 9) 10" Vice Grips
- 10) #104 Rigid Cutters
- 11) #5 Rigid Cutters
- 12) #2 Rigid Cutters
- 13) Striker
- 14) 18" Pipe Wrench

- 15) 14" Pipe Wrench
- 16) Claw Hammer
- 17) 12" Adjustable Wrench
- 18) 10" Adjustable Wrench
- 19) 8" Adjustable Wrench
- 20) Utility Knife
- 21) #2 Slot Screwdriver
- 22) #2 Philips Screwdriver
- 23) #1 Robertson Screwdriver
- 24) #2 Robertson Screwdriver
- 25) #3 Robertson Screwdriver
- 26) 5/16" Torque Wrench
- 27) Allen Keys Imp 1/16"-3/8"
- 28) Allen Keys Metric 1.5mm-10mm

- 29) Chalk Line
- 30) Basin Wrench
- 31) Wire Brush
- 32) Nail Puller
- 33) Half Round Bastard File
- 34) 1" Wood Chisel
- 35) Tape Measure Standard/Metric 25'/7.5m
- 36) Torpedo Level 9"
- 37) 1/2" Cordless Drill 18v minimum
- 38) 1/2" & 3/4"Pex Crimpers
- 39) 1" Pex Cutters
- 40) Cordless Impact Drill
- 41) Head Lamp

- Sprinklerfitter's Tool List
- 1) Tool Box
- 2) Hacksaw
- 3) Aviation Tin Snips
- 4) Plumb Bob
- 5) Keyhole Saw
- 6) 18" Pipe Wrenches (2)
- 7) Claw Hammer
- 8) 12" Adjustable Wrench
- 9) 10" Adjustable Wrench
- 10) Utility Knife
- 11) #2 Slot Screwdriver
- 12) #2 Robertson Screwdriver

- 13) #2 Phillips Screwdriver
- 14) 3/8" Ratchet
- 15) 9/16" Deep Socket
- 16) 11/16" Deep Socket
- 17) 3/4" Deep Socket
- 18) 7/8" Deep Socket
- 19) Allen Keys IMP 1/16"-3/8"
- 20) Allen Keys Metric 1.5mm-10mm
- 21) Chalk Line
- 22) 6" Vice Grips
- 23) Wire Brush

- 24) Nail Puller
- 25) Half Round Bastard File
- 26) 1" Wood Chisel
- 27) Tape Measure Standard/ Metric 25'/7.5m
- 28) Torpedo Level 9
- 29) 1/2" Cordless Drill 18v minimum
- 30) Cordless Impact Drill
- 31) Head Lamp

#### Pipefitter's Tool List

- 1) Tool Box
- 2) Hacksaw
- 3) 12" Pump Pliers
- 4) 3/4" Cold Chisel
- 5) Striker
- 6) 18" Pipe Wrench
- 7) 14" Pipe Wrench
- 8) 8" Pipe Wrench
- 9) 2lb Ball Peen Hammer
- 10) 12" Adjustable Wrench (2)

- 11) 6" Adjustable Wrench (2)
- 12) Utility Knife
- 13) #2 Robertson Screwdriver
- 14) #2 Phillips Screwdriver
- 15) 10" Vice Grips
- 16) Set of Open End Boxed End Up To 1-1/4"
- 17) Center Punch
- 18) Line up Bars

- Set of Sockets Up To 1-1/4"
- 20) Wire Cut Pliers
- 21) Wire Brush
- 22) Half Round Bastard File
- 23) Tube Cut Pliers
- 24) Tape Measure
  - Standard/Metric 25'/7.5m
- 25) Head Lamp

#### 4.02 Loss of Tools

The Employer will replace employee's personal tools with tools of equal value in cases where it can be verified that the tools were lost in a fire, or stolen. Each employee, upon dispatch shall provide an inventory

of his tools to both the Union and the Employer either in written form or by photograph in order to be eligible for the Employer to replace the said lost tools.

#### ARTICLE 5.00 -- TRAVEL TIME AND ALLOWANCE

- 5.01 For the purpose of establishing travel time and mileage; there shall be a "Travel Free Zone" of forty-five (45) road kilometers from Victoria City Hall. All projects located within the travel free zone shall be exempt from travel allowances.
  - (a) When employees are operating a personal vehicle outside the "Travel Free Zone" between fifty-five (55) and ninety (90) road kilometers from their residence to the jobsite, they shall receive a vehicle allowance of \$30.00 per days worked.
  - (b) No personal vehicle allowance shall apply outside the "Travel Free Zone" between fifty-five (55) and ninety (90) road kilometers when an employee and/or employees operating or as a passenger in a company vehicle. The distance shall be calculated from the employee's residence whee the vehicle has been assigned.
  - (c) When a ferry or water taxi is required for travel to the jobsite the employee shall receive straight time rate inclusive of holiday pay (no benefits) and shall be paid on an hourly basis starting at a 30 minute minimum.
- 5.02 When travelling outside of ninety (90) road kilometers regardless of vehicle ownership and when mutually agreed between the employee, the Union and the Employer, straight time rate inclusive of holiday pay (no benefits) shall be paid on an hourly basis starting at a 30 minute minimum. Employees operating a personal vehicle outside of ninety (90) road kilometers shall be paid mileage as per CRA guidelines. When an employee not travelling daily to and from the jobsite and where the jobsite is over ninety (90) road kilometers, the employee shall be paid as per Article 5.03 (a).
- 5.03 (a) When there is no camp accommodation, the employee shall choose:
  - (i) Living out allowance and shall be paid on the basis of and effective May,1, 2018, \$ 135.00 and effective May 1, 2020, \$ 140.00 per day, seven (7) days a week. Employees must work the Friday and the following Monday to qualify for 7 days LOA, excluding compressed work week and Statutory Holidays. Employees leaving for the weekend shall not receive any travel time compensation. Employees operating or as a passenger in a company owned vehicle leaving for the weekend shall only be paid LOA for days worked and travel per clause 5.02 shall apply.
  - (ii) First class room and board effective May 1, 2018, seventy-five dollars (\$75.00), effective May 1, 2018, effective May 1, 2020, eighty dollars (\$80.00) per day worked. Weekly housekeeping to be provided at designated facilities. Accommodations shall be at the discretion of the Joint Conference Board. It is further agreed by the parties that under the room plus meal allowance option, if the Employer supplied accommodation is more than forty-five (45) road kilometers from the jobsite, the Employer will pay daily travel allowance (for days worked) based on Articles 5.01 (a), (b), (c) if applicable.

#### (b) Turn-around

For each forty (40) calendar days an allowance for turn-around will be provided on a "use it or lose it" basis. The allowance will be based on the following formula;

250 – 500 km -	\$ 100.00
501 – 750 km -	\$ 200.00
751 – 1000 km -	\$ 250.00
Over 1000 km -	\$ 325.00

The mileage will be computed from the point of dispatch to the jobsite. It is agreed the above

amounts will be paid once for each turnaround.

- 5.04 No employee must use his personal car for the transportation of Employers' tools and/or materials. Ownership of a car shall not be considered as a condition of employment.
- 5.05 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 he shall be paid the full day's travel expense allowance in accordance with this Clause, but only wages for time actually worked.
- 5.06 If the employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job he shall be paid the full day's travel expense allowance and wages for the day of the accident.

#### 5.07 Paid Parking

Employees shall be responsible to pay for personal vehicle parking and find suitable parking for the entire shift. Employees who have been directed to work on a project site, and where the employee has to pay for parking, will be reimbursed the pro-rated amount of cost for parking should the employee be requested to leave said project and move to another jobsite location. The employee must present the Employer with a valid receipt.

#### ARTICLE 6.00 -- MEMBERSHIP IN UNION

- 6.01 Only Journeymen members of the Union and duly indentured Apprentices, under the supervision of Journeymen, shall install any materials or handle the tools of the trade.
- 6.02 All Employees, including Apprentices, must have a clearance or dispatch slip from the Union before being hired.

#### **ARTICLE 7.00 -- UNION SHOP**

- 7.01 The parties of the first part agree that only members of the United Association in good standing will be employed on work being installed by such parties under the jurisdiction of this Local Union. If the Local Union is unable to supply qualified Journeymen, then the Employer has the privilege of employing Journeymen as required who must qualify and become members of the Union within thirty (30) days.
- 7.02 Any employee who is working as a potential member and who the party of the second part requests that he be replaced by a member of the Union who is acceptable to the Employer, shall be laid off and such traveling time and expense incurred transporting the potential member to and from the job shall be paid for by the potential member.
- 7.03 It shall be the policy of the Employer to endeavour where there are five (5) or more Journeymen employed by an Employer that every fifth Journeyman shall be fifty (50) years of age or over, if available, providing such older worker is acceptable to the Employer.

#### ARTICLE 8.00 - TERMINATIONS / DISCIPLINARY PROCESS

- **8.01** When an employee is unfit for work, in the opinion of his Supervisor, he shall be discharged and forfeit travel fare and allowance.
- 8.02 Should it be necessary to reduce the working force on the job or in the shop, the Employer shall lay off or terminate employees in the following sequence:

First Potential (permit) members.

Second Travel card members (members of Sister U.A. Locals)

Last Members of the Local Union.

- **8.03** Employers shall notify the Union when an employee has been laid off or dismissed. The notification will be sent via email to a designated contact within the Union office.
- 8.04 The JCB recognizes the following three step discipline procedure as the procedure to be followed by signatory Employers in disciplining employees under the progressive discipline procedure as follows;
  - (a) One verbal warning
  - (b) First written warning
  - (c) Second written warning and termination of employment if deemed necessary by the Employer

Union Representation (e.g. Shop Steward) should be present during each step of this process. Also, the Union is to be notified.

This progressive disciplinary process does not apply to automatic dismissal situations.

#### ARTICLE 9.00 -- LISTS OF UNION MEMBERS

9.01 The Employer agrees to supply the Local Union with a list of all employees upon request. The Union agrees upon request to supply a list of unemployed members to any Employer signatory to this Agreement.

#### ARTICLE 10.00 -- PERSONS CONDUCTING A SHOP WORKING WITH THE TOOLS

- **10.01** Any persons conducting a shop under the jurisdiction of the Union retain the right to work with the tools, provided however, that such shops having a working member and employing Journeymen of the Union shall work under the same conditions as applied to Journeymen.
- 10.02 In any event, no more than one (1) shareholder or partner who is not a member of the Union shall be allowed to work with the tools.
- 10.03 The working shareholder or partner shall obtain from the Union an identification card and shall carry the card on his person on the job site. For working shareholder or partner industry fund contributions refer the Joint Conference Board letter of understanding dated September 8, 1980.

#### ARTICLE 11.00 -- NON-UNION WORKMEN AND MATERIALS

- 11.01 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workmen or use material produced under non-union conditions shall not be deemed a breach of this Agreement. In all such cases the Joint Conference Board will be given prior notice and a meeting held if requested and further approval obtained from the Building Trades Council involved.
- 11.02 The Party of the first part agrees that he will not contract to or from any mechanical contractor who is not signatory to the United Association Agreement.

#### ARTICLE 12.00 -- MOONLIGHTING

12.01 Any employee who, while working for an Employer signatory to this Agreement, engages in any work pursuant to their trade (other than work for such Employer) for which they receive remuneration, excepting work done for themself on their own premises, shall be subject to disciplinary action by the Employer and the Union up to and including termination.

#### **ARTICLE 13.00 -- APPRENTICES**

- 13.01 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.
- 13.02 For each phase of the trade, every shop employing one (1) Journeyman constantly shall be allowed one (1) Apprentice and for each additional three (3) Journeymen employed they shall be allowed one (1) additional Apprentice
- **13.03** All Apprentices, indentured or probationary, shall be listed with the Vancouver Island Piping Industry Joint Training Committee and the Office of Local Union 324.

#### 13.04 Pre-Apprentices:

Pre-Apprentice graduates accepted by the Joint Committee for the apprenticeship program may be allowed six (6) months' credit out of their five (5) year period of apprenticeship at the discretion of the Joint Training Committee.

13.05 The Apprenticeship Co-coordinator and/or the Business Representative will periodically check the Apprentices on the jobs to determine whether or not they are being trained in the proper manner and shall do so in accordance with Section 21.02.

#### ARTICLE 14.00 -- LUNCH AREA

- 14.01 Whenever practical a heated area for eating lunches will be provided. Such area will be free from tools and equipment. Any disagreement on where practical will be resolved by the Joint Conference Board.
- **14.02** Approved sanitary facilities will be provided.

#### **ARTICLE 15.00 -- PAYMENT OF WAGES**

- 15.01 The regular pay day shall be not more than every week and wages shall be paid before quitting time. When members are laid off or discharged they shall be paid complete with Record of Employment within three (3) working days. No Employer shall hold back more than five (5) days pay from an employee's wages.
- 15.02 Payment will be made by cheque or direct deposit.
- **15.03** Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

#### ARTICLE 16.00 -- CALL IN PAY

16.01 Any employee asked to report for work at the regular starting time and for whom no work is provided shall receive pay for four (4) hours at the regular rate of wages.

#### ARTICLE 17.00 -- LUMPING OR CONTRACTING

17.01 Members of the Union shall not be allowed to do any lumping or contracting or any work except as Journeymen employees, and shall work only for signatories to this Agreement. On February 14, 1985, the Joint Conference Board interpreted the foregoing to mean that Contractors signatory to the Collective Agreement can subcontract "labour only" contracts out to only those contractors who are employing Journeymen and/or Apprentices of the Union.

#### ARTICLE 18.00 - DISPUTES AND GRIEVANCES

- 18.01 A Joint Conference Board will be formed of three (3) UA Local 324 signatory Employers and three (3) members of the Union, who shall meet as requested by either party, at which meeting three (3) members of each party will form a quorum and in any case, equal representation of both parties shall participate in the voting. Such Board shall have power on behalf of the respective parties hereto to adjust trade disputes or grievances or establish regulations governing the conduct of their members.
- 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 know 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.
  - (b) If any dispute or grievance referred to the Joint conference Board cannot be settled or otherwise resolved 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 the Arbitration Board in the manner hereinafter provided for.
  - (c) 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.

#### ARTICLE 19.00 -- ARBITRATION

- 19.01 In case of any dispute or grievance arising that cannot be settled informally 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:
  - (a) The 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 matter in dispute.
  - (b) 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.
  - (c) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman 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.
  - (d) The Arbitration Board shall sit, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment of the Chairman, provided that the time may be extended by agreement of the parties.
  - (e) The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties; and they shall implement it forthwith.
- 19.02 Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Board and one-half (½) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.
- 19.03 It is understood by the parties entering into this Agreement that they exclude the operation of Section 96, Sub-Section (1) of the Industrial Relations Act of British Columbia unless agreed to by the Joint Conference Board, except in cases of fund contribution delinquencies or non-payment of funds.

#### ARTICLE 20.00 -- B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN

- 20.01 Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 20.02 The Employer shall upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- 20.03 The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 20.04 The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided for in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- 20.05 The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- 20.06 The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.
- 20.07 Effective June 14, 2002, the current funding of \$0.015 per hour will be reduced by \$0.005 per hour based upon the restructuring of the Plan by the Trustees.

#### **ARTICLE 21.00 -- UNION REPRESENTATION**

- 21.01 A Job Steward shall be a working Building Trades member of the Union 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.
- 21.02 Business Representatives are to have access to all jobs covered by this Agreement in the carrying out of their regular duties.
- 21.03 Employees serving on the Joint Conference Board or as Trustees of the various funds covered by the terms of this Agreement shall be allowed time off without pay to attend to Union business after making arrangements satisfactory to their Employer.

#### ARTICLE 22.00 -- PICK UP TIME

22.01 Employees terminating or being laid off for any reason on any job shall be notified at least one (1) hour in advance and shall be granted sufficient time to pick up and return the Employers' tools.

#### ARTICLE 23.00 -- PROCEDURE TO BECOME SIGNERS

- 23.01 The party of the second part agrees that it will have its members work only for Employers who are signatory to this Agreement on work covered by this Agreement. Whenever a vacancy occurs in any shop, the Local Union must be given the first opportunity to fill the vacancy.
- 23.02 Notwithstanding the above Article, the Union shall be allowed to organize through the due process of the law.

#### ARTICLE 24.00 -- WAGE BOND

- 24.01 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 one thousand dollars (\$1,000.00) per Employee and a total maximum of fifteen thousand dollars (\$15,000.00) with the B.C. Pipe Trades Association 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 Articles 18 and 19.
- 24.02 Employers who were signatory to the Local 324 Collective Agreement on January 1, 1971 are exempt from the operation of this Article 25.

#### ARTICLE 25.00 -- WAGES

#### 25.01 Wage Scale and Table of Fund Contributions:

See Appendix D for Wage Scale, Table of Fund Contributions and Employee Deductions

All Fund Contributions are due and payable on or before the fifteenth day of the month following the month in which the obligation arose to pay the contributions.

The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten (10%) percent penalty of the amount of the late payment.

All fund contributions shall be made in accordance with a Standard Form approved by the Joint Conference Board.

See Sections 27.01, 28.01, 29.01, 30.01, 31.01, and 32.01.

#### 25.02 Apprentices Wage Schedule:

See Appendix D for Apprentices Wage Schedule, Fund Contributions and Employee Deductions

The parties agree to jointly approach the Ministry of Labour with the intent of adjusting the wage schedule of apprentices (i.e. five percent (5%) increase per year as opposed to every six (6) months).

Apprentices shall be paid not less than the following wage scale:

0- 950 hours 45% of Journeyman rate 951 hours 55 % of Journeyman rate 1900 hours 60% of Journeyman rate 65% of Journeyman rate

3800 hours	70% of Journeyman rate
4750 hours	75% of Journeyman rate
5700 hours	85% of Journeyman rate
6650 hours	90% of Journeyman rate
7600 hours	100% of Journeyman rate

Apprentices shall receive a portion of the pension contributions equal to the portion of the journeyman wage rate to which they are entitled. Once Government Qualified Journeyman status is reached, full pension contributions shall be paid.

#### 25.03 Foreman

A Foreman is defined as any Journeyman employee who is designated by the Employer to organize and supervise the activities of the employees and within reason, perform other duties as assigned by the Employer on one or multiple jobsites.

To be eligible for Foreman wage rate the employee shall have the prerequisite of successfully completing the currently offered UA 324 Foreman's Course or a foreman course mutually agreed upon between the Union and the Employer. The prerequisite must be successfully completed my May 1, 2020. The prerequisite can be waived at the Employers' discretion.

Based on the crew size the minimum shall be paid in addition to the Journeyman rate only. For the purpose of crew size, one or multiple sites collectively equates to a crew size. The Foreman is not included in the calculation.

#### Foreman Rate Schedule

Tradespeople	Foreman 15%	General Foreman 20%
5 – 15	1	-
16 - 25	2	-
26 - 40	2	1

25.04 Employees, while working from a swinging scaffold or bosun's chair, shall be paid five percent (5%) per hour over their regular rate of pay.

#### 25.05 Material Handler

One (1) Material Handler shall be permitted by each Employer. The material Handler shall be paid 40% of the Journeyman wage rate, plus 10% holiday pay. The Employer will not be required to remit trust fund payments on their behalf for the first 1,200 hours. Upon completion of 1,200 hours of credited service, the Employer will commence remitting Health and Welfare contributions for each hour earned. The Material handler shall complete the CSTS-09 offered by the Union prior to commencement of employment. The Employer shall be permitted two (2) Material Handlers when employing more than twenty (20) employees.

25.06 When an employee has an "A" Gas ticket, when the ticket is used, the employee shall receive one dollar and fifty cents (\$ 1.50) per hour in additional to the employee's regular rate of pay.

#### ARTICLE 26.00 -- HOLIDAY PAY

26.01 Holiday Pay shall be twelve percent (12%) of wages (which is to mean earned hours times the hourly rate of pay), consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays.

Holiday Pay to be paid on the regular pay day.

26.02 An employee may take up to four (4) weeks' annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

#### ARTICLE 27.00 -- HEALTH AND WELFARE PLAN

- 27.01 Contributions shall be made by the Employer for each hour earned by each employee to the Health & Welfare Plan in accordance with Article 25.01 Wage Scale and Table of Fund. Operation of this plan shall be governed by the Trustees to be selected in accordance with the Terms of this Agreement.
- 27.02 Trustees of the Health and Welfare Plan shall be six (6) in number comprising of three (3) Union Nominees and three (3) Island Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of an in accordance with the Trust Agreement dated November 24, 1967 between the parties to this Agreement.

#### ARTICLE 28.00 -- PENSION PLAN

- 28.01 Contributions shall be made the Employer for each hour earned by each employee to the Pension Plan in accordance with Article 25.01 Wage Scale and Table of Fund Contributions. Operation of this Plan shall be governed by the Trustees of the Pension Plan. This contribution is in addition to compulsory Government Pension Plans.
- 28.02 Trustees of the Pension Plan shall be six (6) in number comprising three (3) Union Nominees and three (3) Island Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated November 24, 1967 between the parties of this Agreement.

#### ARTICLE 29.00 -- MECHANICAL TRADE PROMOTION FUND

- 29.01 Contributions shall be made by the Employer for each hour earned by each employee to the Mechanical Trade Promotion Fund in accordance with Article 25.01 Wage Scale and Table of Fund Contributions. This shall include the cost of Welding Tests, Gasfitters, Plumbers, Steamfitters, Oil Burner Mechanics, Sprinkler Fitters annual ticket renewals for the performance of their work. Testing costs are confined to the charges for the tests and renewal tickets.
- 29.02 Operation of this fund shall be governed by the Mechanical Trade Promotion Fund Trust Agreement which is part of this Agreement. There shall be five (5) trustees from the Union and five (5) trustees from management with a management trustee being Chairman.

#### ARTICLE 30.00 -- SUPPLEMENTAL DUES CHECKOFF

30.01 The Employer shall deduct for a Dues Supplement an amount of money as agreed to from time to time by the general membership under proper resolution passed by the General Membership of the Union on behalf of all hours 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 his Employer as a condition of employment, which shall be supplied by the Union.

Collection of the Dues Supplement shall come under the same provisions that govern "The Piping Industry Trust Funds", Article 27.

### ARTICLE 31.00 -- VANCOUVER ISLAND PIPING INDUSTRY JOINT TRAINING COMMITTEE FUND (APPRENTICESHIP FUND)

31.01 Contributions shall be made by the Employer for each hour earned by each employee to the Apprenticeship Training Fund and the Canadian Training Fund in accordance with Article 25.01 Wage Scale and Fund Contributions.

#### ARTICLE 32.00 -- CONSTRUCTION INDUSTRY FUNDS

#### 32.01 BC Rehabilitation Fund

Contributions shall be made by the Employer for each hour earned by each employee to the BC Rehabilitation Fund in accordance with Article 25.01 Wage Scale and Fund Contributions.

#### **BC Jurisdictional Assignment Plan**

Contributions shall be made by the Employer for each hour earned by each employee to the BC Jurisdictional Assignment Plan in accordance with Article 25.01 Wage Scale and Fund Contributions.

#### **BCBCBTU** Funding

Contributions shall be made by the Employer for each hour worked by each employee to the BCBCBTU in accordance with. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

#### Contract Administration Fund (CLR Dues)

Contributions shall be made by the Employer for each hour worked by each employee to the CLR Contract Administration Fund in accordance with Article 25.01 Wage Scale and Fund Contributions. CLR may alter this amount with sixty (60) days written notice.

#### ARTICLE 33.00 -- REPRESENTATIVE TO INSPECT PAYROLLS

**33.01** A Representative duly appointed by the Joint Conference Board shall by appointment with the Employer, inspect the Employer's payroll in respect to all wages and funds provided for in this Agreement.

#### ARTICLE 34.00 -- SAVING CLAUSE

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

#### **ARTICLE 35.00 -- SAFETY CLAUSE**

35.01 All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above-mentioned.

It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations. Refusal of an

employee to abide by the W.C.B. Regulations may be considered cause for dismissal.

35.02 No employee shall be permitted to use a cell phone or smart phone for personal use during working hours, excluding rest and meal breaks, and in case of an emergency. Violations of the foregoing shall be dealt with through the disciplinary process as described in clause 8.03

#### ARTICLE 36.00 -- BEREAVEMENT LEAVE (NO PAY)

36.01 In case of death in the immediate family, each employee shall be granted leave-of-absence for the purpose of arranging or attending a funeral, to a maximum of three (3) consecutive days. Immediate family shall mean spouse, common-law spouse, children, parent, stepparent sister, brother, mother-in-law, father-in-law, grandparent, grandchildren.

#### **ARTICLE 37.00 -- ENABLING CLAUSE**

37.01 The Union, 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 the Agreement for the length of the job.

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.

#### ARTICLE 38.00 -- DRUG AND ALCOHOL TESTING

**38.01** The Parties agree to be bound by the decisions of the Policy Administration Committee of the Construction Industry of BC Substance Abuse Testing Program and Policy and to new wording establishing the Policy in the Agreement along with any related agreement by the Main Table regarding the Policy or establishment of an industry EFAP program.

#### ARTICLE 39.00 - LEAVES FOR MILITARY RESERVE PERSONNEL

39.01 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training for military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support of the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

#### **ARTICLE 40.00 – FAVOURED NATIONS**

**40.01** Should the Union extend to any other Employer within the geographical area covered by this Collective Agreement terms and conditions which are more favourable to said Employer than the terms and conditions set forth in this agreement, such terms and conditions shall automatically be extended to all Employers party to this agreement.

#### ARTICLE 41.00 - COMPANY VEHICLES

**41.01** Employees shall notify the Employer of any immediate maintenance required. The Employer is responsible for all maintenance costs. The Employer, with the assistance of the employee, shall be responsible to schedule preventative vehicle maintenance.

#### ARTICLE 42.00 - ELECTRONIC DEVICES

**42.01** No employee shall be permitted to use a personal phone or mobile electronic device during working hours, excluding rest and meal breaks, except in case of emergency. Construction sites and installations shall be considered the Employers intellectual property and photographs or any form of documentation shall not be taken of any construction sites and installations unless permitted by the Employer. Repeated violations of the foregoing shall constitute just cause for discipline up to and including termination.

#### ARTICLE 43.00 -- TERM OF AGREEMENT

- 43.01 This Agreement shall be effective as from May 1, 2019 and shall remain in effect until April 30, 2023; and thereafter from year to year until a new agreement is concluded by the parties.
- 43.03 Either party wishing to amend the Agreement will notify the other party by giving written notice in accordance the Labour Relations Code of B.C.
- 43.04 Either party sending out such notice shall append the individual numbers of clauses of the Agreement which they desire to change to the actual changes, additions or amendments that are desired.
- 43.05 The operation of Section 50 (2) and (3) of the Labour Code of B.C. is hereby excluded.
- 43.06 All matters not covered by a specific date of application within the Agreement will become effective on the actual date which this Agreement is signed by the parties.

SIGNED THIS \_\_\_\_ DAY OF DECEMBER, 2020.

SIGNED THIS <u>14</u> DAY OF DECEMBER, 2020.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

LOCAL 324, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

#### LETTER OF UNDERSTANDING

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. (hereinafter referred to as "The Association")

AND:

LOCAL UNION NO. 324 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter referred to as "The Union")

#### RE: ADMINISTRATION FUND

It is understood and agreed that U.A. Local 324 will collect and forward all monies designed for the Contract Administration Fund and received in accordance with the standard remittance form, to the Construction Labour Relations Association of B.C. Payment to the Association shall be made by the Administrator by the first day of the month following the month in which it was received.

The U.A. Local 324 will provide a monthly statement to the Association along with the payment and shall provide the Association with an annual letter from the Construction Industry Fund auditors attesting to the calculations of the said Funds' collection and disbursements.

It is understood that any cost incurred in remittance notification or changes thereof shall be borne by the Association.

SIGNED THIS DAY OF DECEMBER, 2020.

SIGNED THIS 14 DAY OF DECEMBER, 2020.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

LOCAL 324, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

#### Appendix A - SHIFT SCHEDULES

This schedule shall be applicable from 12:01 a.m. 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. Where the words "Meal break" appear, employee to provide own meal. Where the word "Meal" appears, meal is to be provided by the Employer.

#### Scheduling of Shifts:

- a) The employer may schedule an afternoon and/or night shift if/as required
- b) Three (3) consecutive days shall be necessary to constitute an afternoon shift or night shift
- c) 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.

#### One, Two or Three eight (8) hour shifts

1st Shift	Straight Time
Commence @ 8:00 am to 12:00 pm	4 hrs
Meal break @12:00 am to 12:30 pm	0 hrs
Commence @12:30 pm to 4:30 pm	4 hrs
Total = 8 hours	

2nd shift	Straight Time

Commence @ 4:30pm to 8:30 pm	4 hrs
Meal break @ 8:30 pm to 9:00pm	0 hrs
Commence @9:00 pm to 12:30 am	3.5 hrs

Total = 7.5 hours plus 0.5 hour shift differential = 8 hours

Straight Time

Commence @ 12:30 am to 4:30am	4 hrs
Meal break @ 4:30 am to 5:00 am	0 hrs
Commence @ 5:00 am to 8:00 am	3 hrs

Total = 7 hours plus 1 hour shift differential = 8 hours

#### One or Two Nine Hour Shifts

1st shift Monday through Friday	Straight time	1.5 times
Commence @ 8:00 am to 12:00 pm	4 hrs	
Meal break @ 12:00 pm to 12:30 pm	0 hrs	
Commence @ 12:30 pm to 5:30 pm	4hrs	1hr
Total = 8 hours plus 1 hour @1.5 tim	e = 9.5 hours	

2nd shift Monday through Friday	Straight time	1.5 times
Commence @ 5:30 pm to 9:30 pm	4 hrs	

Total = 7.5 hours plus 1 hour @1.5 times plus 0.5 hour shift differential = 9.5 hours

1hr

#### One or Two Ten Hour Shifts

1st shift Monday through Friday	Straight time	1.5 times
Commence @ 8:00 am to 12:00 pm	4 hrs	
Meal break @ 12:00 pm to 12:30pm	0 hrs	
Commence @ 12:30 pm to 4:30 pm	4 hrs	
Commence @ 4:30 pm to 6:30 pm		2 hrs
Total = 8 hours plus 2 hours @1.5 ti	me = 11 hours	

2nd shift Monday through Friday	Straight time	1.5 times
Commence @ 6:30 pm to 10:30 pm	4 hrs	
Meal break @ 10:30 pm to 11:00 pm	0 hrs	

Commence @ 11:00 pm to 2:30 am 3.5 hrs

Commence @ 2:30 am to 4:30 am 2 hrs

Total = 7.5 hours plus 2 hours @1.5 time plus 0.5 hour shift differential = 11 hours

#### One or Two Eleven Hour Shifts

1st shift Monday through Friday	Straight time	1.5 times	2 times
Commence @ 8:00 am to 12:00 pm	4 hrs		
Meal break @12:00 pm to 12:30 pm	0 hrs		
Commence @12:30 pm to 4:30 pm	4 hrs		
Meal @ 4:30 pm to 5:00 pm	0.5 hr		
Commence @ 5:00 pm to 8:00 pm		2 hrs	1 hr
	41	O O () 40 E0 1	

Total = 8.5 hours plus 2.0 hours @1.5 time plus 1 hour @ 2 time = 13.50 hours

2nd shift Monday through Friday	Straight time	1.5 times	2 times
Commence @ 8:00 pm to 12:00 am	4 hrs		
Meal break @12:00 am to 12:30 am	0 hrs		
Commence @12:30 am to 4:00 am	3.5 hrs		
Meal @ 4:00 am to 4:30 am	0.5 hr		
Commence @ 5:00 am to 8:00 am		2 hrs	1 hr

Total = 8 hours plus 2.0 hours @1.5 time plus 1 hour @ 2 time plus 0.5 hour shift differential = 13.50 hours

#### One or Two Twelve Hour Shifts

1st shift Monday through Friday	Straight time	1.5 times	2 times
Commence @ 8:00 am to 12:00 pm	4 hrs		
Meal break @12:00 pm to 12:30 pm	0 hrs		
Commence @12:30 pm to 4:30 pm	4 hrs		
Meal @ 4:30 pm to 5:00 pm	0.5 hr		
Commence @ 5:00 pm to 9:00 pm	5.5	2 hrs	2 hr
Total = 8.5 hours plus 2.0 hours @ 1	5 time plus 2 hours @	7) 2 time = 15.50 hours	
TOTAL - 0.5 HOULS PIES 2.0 HOULS @ 1	.o time plas z noms @	3 - tillio 10:00 1100:0	

2nd shift Monday through Friday Commence @ 8:00 pm to 12:00 am Meal break @12:00 am to 12:30 am	Straight time 4 hrs 0 hrs	1.5 times	2 times
Commence @12:30 am to 4:00 am	3.5 hrs		
Meal @ 4:00 am to 4:30 am	0.5 hr		
Commence @ 4:30 am to 8:30 am		2 hrs	2 hr

Total = 8 plus 2.0 hours @1.5 time plus 2 hours @ 2 time plus 0.5 hour shift differential = 15.50 hours.

End of Appendix A

#### Appendix B - UA Standard for Excellence



#### UA STANDARD for EXCELLENCE

#### Overview:

The *UA Standard for Excellence* policy is a Labour- Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

#### Member and Local Union Responsibilities:

To insure the *UA Standard for Excellence* platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and Tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems
  to the membership so they may continue on the road of life-long learning thus insuring UA
  crafts workers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty insuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti will not be tolerated).
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft. (Offensive words and symbols on clothing and buttons are not acceptable).
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

#### **Employer and Management Responsibilities:**

MCAA/MSCA/PFI/MCPWB/PCA/UAC and NFSA signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective superintendents, general foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Insure that all necessary tools and equipment are readily available to employees.
- Minimize workers downtime by insuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- · Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem solving skills to jobsite Supervision.
- Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote to owners and clients the UA/Contractor Associations partnerships and avoid finger pointing when problems arise.
- Encourage employees but if necessary be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner while limiting the number of employees to the work at hand thereby providing the customer with a key performance indicator of the value of the *UA Standard for Excellence*.
- Treat all employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

#### Problem Resolution through the UA Standard for Excellence Policy:

Under **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contactors, have duties and are accountable in achieving successful resolutions.

#### Member and Local Union Responsibilities:

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- · Job Stewards shall be provided with steward training and receive specialized training with

regard to the UA Standard for Excellence.

- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members' issues affecting work progress.
- The Business Manager or his designee will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the *UA Standard for Excellence* policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including but not limited to mandatory retraining for members after offences.

#### **Employer and Management Responsibilities:**

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local union Business Manager.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the *UA Standard for Excellence* platform and make a decision regarding his further employment.

#### Additional Jointly Supported Methods of Problem Resolution:

- In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labour Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy

End of Appendix B

#### Appendix C - Rig Welder Policy

### UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 324

#### **RIG WELDER POLICY**

The Rig Welder is a member of U.A. Local 324 and is an Independent Contractor. Rig Welder policy shall NOT apply when a fixed price has been utilized. The rig rate is \$110.00 per hour (Carbon Steel and Stainless Steel). The Rig Welder shall supply all tools, welding rods, oxy-acetylene, grinders and consumables. The Rig Welder shall invoice the Employers at cost for the costs of the argon gas monthly or upon job completion. All welding tickets must be current as per the required welding procedures. The Rig Welder and their equipment shall abide by all applicable safety regulations. All Local 324 Signatory Contractors utilizing any Independent Rig Welder will advise the union office immediately upon his hire in writing:

- The name of the Rig Welder
- The start date of the work to be performed
- The expected duration of the work

Upon submission of the Rig Welders invoice the contractor will immediately advise the union office of the actual dates of employment and the total hours worked. A copy of the Rig Welders Invoice is to be included.

The Union will then provide a remittance form directly to the Rig Welder for his signature and payment of funds to be received as per the Collective Agreement for all Fund Contributions.

All Fund contributions are due and payable on or before the fifteenth day (15th) of the month following the month in which the obligation rose to pay the contribution.

Rig Welders are to have their own liability insurance and Worksafe BC coverage that is adequate for the projects on which they will be working.

#### Appendix D - Wage Rates and Fund Contributions

#### UA Local 324 Commerical/Institutional Agreement - Monetary Package Rates

			Oct	ober 1, 2018		*	May 1, 2019							
Breakdown of Monetary Package	Straight Time Hourly Wage Rate	Tool & Clothing Allowance	Vacation & Holiday Pay (12%) <sup>1</sup>	Pension	Total Employer Contributions*	Total Monetary Package	Straight Time Hourly Wage Rate	Tool & Clothing Allowance	Vacation & Holiday Pay (12%) <sup>1</sup>	Pension	Total Employer Contributions*	Total Monetar Package		
General Foreman 1.	546.69	\$0.30	\$5.60	\$5.60	\$4,63	\$62.82	\$47.65	\$0.30	\$5.72	\$5.60	\$4.63	\$63.90		
Foreman (C/I and Light Industrial) 11	\$44.75	\$0.30	\$5.37	\$5.60	\$4.63	\$60.65	\$45.67	\$0.30	\$5,48	\$5.60	\$4.63	\$61.68		
Journeyperson 10	538.91	\$0.30	\$4.67	\$5.60	\$4.63	\$54.11	\$39.71	\$0.30	\$4.77	\$5.60	\$4.63	\$55.01		
Apprentices:					1									
7600 Hours 10	% \$38.91	\$0.30	\$4.67	\$5.60	\$4.63	\$54,11	\$39.71	\$0.30	\$4.77	\$5,60	\$4.63	\$55.01		
6650 Hours 9	\$35.02	\$0.30	\$4.20	\$5.04	\$4.63	\$49.19	\$35.74	\$0.30	\$4.29	\$5.04	\$4.63	\$50,00		
5000 Hours 8	% \$33.07	\$0.30	\$3.97	\$4.76	\$4.63	\$46,73	\$33.75	\$0.30	\$4.05	\$4.76	\$4.63	\$47.49		
4750 Hours 7	% \$29.18	\$0.30	\$3.50	\$4.20	\$4,63	\$41,81	\$29.78	\$0.30	\$3.57	\$4.20	\$4.63	\$42.48		
	% \$27.24	\$0.30	\$3.27	\$3.92	\$4.63	\$39.36	\$27.80	\$0.30	\$3.34	\$3.92	\$4.63	\$39.99		
2850 Hours 6	\$25.29	\$0,30	\$3.03	\$3.64	\$4.63	\$36.89	\$25.81	\$0.30	\$3.10	\$3,64	\$4.63	\$37,48		
1900 Hours 6		\$0.30	\$2.80	\$3.36	\$4.63	\$34.44	\$23.83	\$0.30	\$2.86	\$3.36	\$4.63	\$34.98		
951 Hours 5:		\$0.30	\$2.57	\$3.08	\$4.63	\$33.98	\$21,84	\$0.30	\$2.62	\$3.08	\$4.63	\$32.47		
0 - 950 Haurs 4!		\$0.30	\$2.10	\$2.52	\$4,63	\$27.06	\$17.87	\$0.30	\$2.14	\$2.52	\$4.63	\$27.46		
Negative 950 to 0 Hours 4	\$15.56	\$0.30	\$1,87	\$2.24	\$4.63	\$24.60	\$15.88	0E.02	\$1.91	\$2,24	\$4.63	\$24,96		
Employer Contributions			Oct	ober 1, 2018			May 1, 2019							
Health Benefit Fund	E			\$3.00			\$3.00							
CLR Dues	W			\$0.13			\$0.13							
Rehabilitation Fund	E			\$0.02			\$0.02							
JAPlan <sup>2</sup>	E			n/a			n/a							
BCBCBTU Fund	w			\$0.05			\$0.05							
D&A Policy	W			\$0.01			\$0.01							
Apprenticeship (Including Canadian Training Fund)	Ε			\$0.60			\$0.60							
MTPF (GST to be added)	E			\$0.18			\$0.18							
IMIRA (GST Included)	E			\$0.11			\$0.11							
Marketing	E	\$0.51								\$0.51				
CLR Promotion Fund	v	\$0.02								\$0.02				
<ul> <li>Total Employer Contributions - Straight Time Hou</li> </ul>				\$4,63						\$4.63				
Total Employer Contributions - 1,5X Overtime Ho	rs			\$6.84						\$6.84				
* Total Employer Contributions - 2X Overtime House				\$9.05						\$9.05				

<sup>1.</sup> Vacation and Holiday pay is not applicable to the Tool & Clothing Allowance

<sup>2.</sup> JAPlan contributions have been suspended until further notice.

UA Local 324 Commerical/Institutional Agreement - Monetary Package Rates

			Juj	ne 17, 2019	179	-	May 1, 2020					
Breakdown of Monetary Package	Straight Time Hourly Wage Rate	Tool & Clothing Allowance	Vacation & Holiday Pay (12%) <sup>1</sup>	Pension	Total Employer Contributions*	Jotal Monetary Package	Straight ∏me Hourly Wage Rate	Tool & Clothing Allowance	Vacation & Holiday Pay (12%) <sup>1</sup>	Pension	Total Employer Contributions*	Total Monetal Package
General Foreman 120%	\$47.65	\$0.30	\$5.72	\$5.60	\$4.63	\$63.90	\$48.62	50.30	\$5.83	\$5.60	\$4.63	\$64.98
Foreman (C/I and Light Industrial) 115%	\$45.67	\$0.30	\$5.48	\$5.60	\$4 63	\$61.68	\$46.60	\$0.30	\$5,59	\$5.60	54 63	562.72
lourneyperson 100%	539.71	\$0.30	\$4.77	\$5.60	\$4.63	\$55.01	\$40.52	\$0.30	\$4.86	\$5.60	\$4.63	\$55.91
Apprentices:												
7600 Hours 100%	\$39.71	\$0.30	\$4.77	\$5.60	\$4.63	\$55.01	\$40.52	\$0,30	\$4,86	\$5,60	\$4.63	\$55-91
6650 Hours 90%	\$35,74	\$0.30	\$4.29	\$5.04	\$4.63	\$50.00	536.47	\$0.30	\$4.38	55.04	\$4,63	\$50.82
5700 Hours 85%	533.75	50.30	\$4.05	\$4.76	\$4,63	\$47.49	534.44	\$0.30	\$4.13	\$4.76	\$4.63	548.26
4750 Hours 75%	529.78	50.30	\$3.57	\$4.20	\$4.63	\$42.48	530.39	50.30	\$3.65	\$4.20	54.63	\$43,17
3800 Hours 70%	\$27.80	\$0.30	\$3.34	53.92	\$4.63	\$39.99	\$28.36	\$0.30	53.40	53.92	\$4.53	\$40,61
2850 Hours 65%	\$25.81	\$0.30	\$3.10	\$3.64	\$4.63	\$37.48	\$26.34	\$0.30	\$3.16	\$3.64	54.63	\$38.07
1900 Hours 60%	\$23.83	S0.30	S2.86	\$3.36	\$4.63	\$34.98	524.31	\$0.30	\$2.92	\$3,36	\$4.63	\$35.52
951 Hours 55%	\$21.84	\$0.30	\$2.62	\$3.08	\$4.63	\$32.47	\$22.29	\$0.30	\$2.67	\$3.08	\$4.63	\$32.97
0 - 950 Hours 45%	\$17.87	\$0.30	\$2.14	\$2.52	\$4.63	\$27.46	\$18.23	50.30	\$2.19	\$2.52	\$4.53	\$27.87
Negative 950 to 0 Hours 40%	\$15.88	50.30	\$1.91	52.24	\$4.63	\$24.96	\$16.21	50.30	\$1.95	52.24	\$4.63	\$25.39
Employer Contributions			Jui	ne 17, 2019					M	lay 1, 2020		
Health Benefit Fund E				\$3.00			00.62					
CER Dues W				\$0.13			\$0.13					
Rehabilitation Fund E				50.02			\$0.08					
JAPlan* E				n/a			n/a					
BCBCBTU Fund W	-			50.05			\$0.05					
D&A Policy W				\$0.01						\$0.01		
Apprenticeship (Including Canadian Training Fund) E				\$0.60			\$0.60					
MTPF (GST to be added) E				50.18			\$0.18					
MIRA (GST included) E				\$0.11			\$0.05					
Marketing E				\$0.51			\$0.51					
CLR Promotion Fund W				\$0.02						\$0.02		
* Total Employer Contributions - Straight Time Hours				54.63						\$4.63		
Total Employer Contributions - 1.5X Overtime Hours				\$6.84						\$6.84		
* Total Employer Contributions - 2X Overtime Hours				\$9.05						\$9.05		

<sup>1.</sup> Vacation and Holiday pay is not applicable to the Tool & Clothing Allowance

Adjustments to the monetary package for May 1, 2021 and May 1,2022 will be addressed via a wage reopener.

<sup>2.</sup> JAPlan contributions have been suspended until further notice

#### **UA Local 324 Commercial Institutional Agreement**

	(	October 1,	2018		May 1, 20	19		June 17, 20	019	May 1, 2020			
Employee Deductions	Hourly Dues (1,25% of ST Hourly Rate)	STAB	Building Trust Fund	Hourly Dues (1.25% of 5T Hourly Rate)	STAB	Building Trust Fund	Hourly Dues (1,25% of 5T Hourly Rate)	STAB	Building Trust Fund	Hourly Dues (1.25% of 5T Hourly Rate)	STAB	Building Trust Fund	
	E	W	E	E	W	E	E	W	E	E	w	E	
General Foreman	\$0.58	\$1.00	\$0.47	\$0.60	\$1.00	\$0.48	\$0,60	\$1.00	\$0.48	\$0.61	\$1.00	\$0.49	
Foreman (C/I and Light Industiral)	\$0.56	\$1.00	\$0.45	\$0.57	\$1.00	50.46	\$0.57	\$1.00	\$0.46	\$0.58	\$1.00	\$0.47	
Journeyperson	\$0.49	\$1.00	\$0.39	\$0.50	\$1.00	\$0.40	\$0.50	\$1.00	\$0.40	\$0.51	\$1.00	\$0.41	
Apprentices:													
7500 Hours	\$0.49	\$1.00	\$0.39	\$0.50	\$1.00	\$0.40	\$0.50	\$1.00	\$0.40	\$0.51	\$1.00	\$0.41	
6650 Hours	\$0.44	\$1.00	\$0.35	\$0.45	51.00	\$0.36	\$0.45	\$0.90	\$0.36	\$0.46	\$0.90	\$0.36	
5700 Hours	\$0.41	\$1.00	\$0.33	\$0.42	\$1.00	\$0.34	\$0.42	\$0.85	\$0.34	\$0.43	\$0.85	\$0.34	
4750 Hours	\$0.36	\$1.00	\$0.29	\$0.37	\$1.00	\$0.30	\$0.37	\$0.75	\$0.30	\$0.38	\$0.75	\$0.30	
3800 Hours	\$0.34	\$1.00	\$0.27	\$0.35	\$1.00	\$0.28	\$0.35	\$0.70	\$0.28	\$0.35	\$0.70	\$0.28	
2850 Hours	\$0.32	\$1.00	\$0.25	\$0.32	\$1,00	\$0.26	\$0.32	\$0.65	\$0.26	\$0.33	\$0.65	\$0.26	
1900 Hours	\$0.29	\$1.00	\$0.23	\$0.30	\$1.00	\$0.24	\$0.30	50.60	\$0.24	50.30	\$0.60	\$0.24	
951 Hours	\$0.27	\$1.00	\$0.21	\$0.27	\$1,00	\$0.22	\$0.27	\$0.55	\$0.22	\$0.28	\$0.55	\$0.22	
0 - 950 Hours	\$0.22	\$1.00	\$0.18	\$0.22	\$1.00	\$0.18	\$0.22	\$0.44	\$0.18	50.23	\$0.45	50.18	
-950 to 0 Hours	\$0.19	\$1.00	50.16	\$0.20	\$1.00	\$0.16	\$0.20	\$0.40	\$0.16	\$0,20	\$0.40	\$0.16	
Manthly Dues		n/a			n/a			n/a		n/a			
	Total En	nployee C	Deductions	Total Em	nployee D	eductions	Total En	nployee D	eductions	Total Employee Deductions			
	Straight Time Hours	1,5X Overtime Hours	2X Overtime Hours	Straight Time Hours	1,5X Overtime Hours	2X Overtime Hours	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours	
General Foreman	\$2,05	\$2.58	\$3.10	\$2.07	\$2.61	\$2.48	\$2.08	\$2.62	\$2.48	\$2.10	\$2.65	\$3,20	
Foreman (C/I and Light Industiral)	\$2.01	\$2.51	\$3.01	\$2.03	\$2.54	\$2.46	\$2.03	\$2.55	\$2.46	\$2.05	\$2.58	\$3.10	
Journeyperson	\$1.88	\$2.31	\$2.75	\$1.89	\$2.34	\$2.40	\$1.90	\$2.35	\$2.40	\$1.92	\$2.38	52.84	
Apprentices:						1,750.00				9.2.72		VZ.IS.	
7600 Hours	\$1.88	\$2.31	\$2.75	\$1.89	\$2.34	\$2.40	\$1.90	\$2.35	\$2.40	\$1.92	\$2.38	\$2.84	
6650 Hours	\$1.79	\$2.18	\$2.58	\$1.80	\$2.21	\$2.36	\$1.71	\$2.12	\$2.16	\$1.72	\$2.13	\$2.54	
5700 Hours	\$1.74	52.12	\$2.49	\$1.76	\$2.14	\$2.34	\$1.61	\$1.99	\$2.04	\$1.62	\$2.13	\$2.39	
4750 Hours	\$1.66	\$1.98	\$2.31	\$1.67	\$2.01	\$2.30	\$1.42	\$1.76	\$1.80	\$1.43	\$1.77	\$2.39	
3800 Hours	\$1.61	\$1.92	\$2.23	\$1.63	\$1.94	\$2.28	\$1.33	\$1.65	\$1.68	\$1.33	\$1.65	\$1.96	
2850 Hours	\$1.57	\$1.85	\$2.14	\$1.58	\$1.87	\$2.26	\$1.23	\$1.52	\$1.56	\$1.33	51.54	\$1.83	
1900 Hours	\$1.53	\$1.79	\$2.05	\$1.54	\$1.80	\$2.24	\$1.14	\$1.41	\$1.56			-	
951 Hours	51.48	\$1.72	\$1.96	\$1.49	\$1.74	\$2.22	\$1.14			\$1.14	\$1.41	\$1.68	
0 - 950 Hours	51.39	\$1.59	\$1.79	_	14-01	1110		\$1.29	\$1.32	\$1.05	\$1.30	\$1.55 \$1.27	
				\$1.40	\$1.60	\$2.18	\$0.84	\$1.04	\$1.06	\$0.86	\$1.07		

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

#### End of Appendix D

#### List of Signatory Employers

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

The following employers have authorized CLR to bargain a renewal of the UA Local 324 Commercial/Institutional Agreement with Local Union no. 324 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and to sign such Agreement on their behalf.

- Alliance Engineering Works (1985) Ltd.
- 2. Alpha Mechanical Contracting Ltd.
- 3. CIMS Limited Partnership
- Co-Gen Mechanical Services Ltd.
- 5. Fred Welsh Ltd.

- 6. Honeywell Limited
- 7. Island Temperature Controls Ltd.
- 8. Modern Niagara Vancouver Inc.
- 9. Lockerbie & Hole Contracting Ltd.
- 10. Trotter and Morton Building Technologies Inc.

The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer (s) to the above List of signatory Employers.