

REFRIGERATION & AIR CONDITIONING AGREEMENT

Collective Agreement for Construction

BY AND BETWEEN:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC (CLR)**

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

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR
As interpreted by the Arbitration Decision B.C.C.A.A. No. 164

AND:

**UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA LOCAL UNION 516**

May 1, 2023 to April 30, 2026

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INTRODUCTION

The Construction Labour Relations Association of British Columbia, as Employer, and Local Union No. 516, Refrigeration Service and Installation Workers of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, affiliated with the AFL-CIO, as Union, (collectively the "Parties") do enter into this Agreement, with jurisdiction in the entire Province of British Columbia, the articles of which are outlined and the terms prescribed in this Agreement.

It is recognized that the current Standard for Excellence contains both employee and Employer responsibilities and as such both Parties shall make every reasonable effort to comply with these Standards.

The purpose of the Agreement shall be to standardize the working conditions of all employees engaged in the construction and installation of refrigeration, air-conditioning equipment and heat pumps. Further, to establish and maintain fair conditions of labour for all employees and to provide protection for Employers and employees in the Industry. It shall also be the purpose of this Agreement to increase the efficiency of workers and to set up a method of settling any differences which may arise between the Parties to this Agreement in a just and equitable manner. Any employee terminated for just cause shall appear before the UA516 Standard for Excellence committee when summoned.

The Parties agree that it is essential to have employees upgrade their skills with regular formalized training to expand the knowledge base of the employees to help improve performance, efficiency, confidence and satisfaction. Further, the Parties agree to work together to ensure employees take this training on an annual basis and that the employees take responsibility for and participate in this training.

Such is the motive of the following clauses of this Agreement.

CLAUSE 1.00 -- UNION RECOGNITION BY THE EMPLOYER

- 1.01** The Employer hereby agrees to recognize the Local Union No. 516, the Union, and to engage and employ only members in good standing of this organization in the carrying out of work in connection with the construction, installation and startup of all refrigeration, air-conditioning, heat pump equipment and transport refrigeration equipment, marine refrigeration and recreational vehicle air conditioning, including all secondary refrigerants, piping and equipment.
- 1.02** It is agreed for the purpose of this Agreement that construction work will be all work other than maintenance and service work. Maintenance and service work will include, but not be limited to, evacuation, charging, start up, inspection, operating maintenance and service calls necessary to keep a mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilating system or any other newly installed, remodeled, revamped or redesigned mechanical and/or solar system in operational order.
- 1.03** It is understood that this is to include all classes of labour as outlined in Clause 4 of this Agreement.

CLAUSE 2.00 -- DISPATCH

- 2.01** The Employer shall employ only members in good standing who have been cleared and dispatched by the U.A., Local 516. The Employer shall have the right of one hundred percent (100%) name request of the U.A. Local 516's "out of work list". All employees dispatched must possess a DISPATCH SLIP signed by the Business Manager before commencing work.
- 2.02** Any violation of this Clause will be referred to the Joint Conference Board provided for in Clause 15 of the Agreement.
- 2.03** Employers reserve the right to refuse to hire Union members who are not acceptable to the Employer. If such refusal takes place the Business Manager of the Union may request a written statement outlining the reasons for the refusal and the Employer shall supply such written statement.
- 2.04** Should the Local Union be unable to supply such skilled mechanics at the request of the Employer, it shall be the privilege of the Employer, under the terms of this Agreement, to engage or employ such help as shall be required for this purpose. The privilege shall be subject to the following conditions:
- (a)** The Employer agrees to notify the Union that such help has been employed and to obtain their approval. This does not include common labourers but shall include helpers.
 - (b)** Should the work for which such extra help is required be installation work, then, whenever practicable, apprentices as are already employed by the Employer shall be advanced to the status of journeyperson and used as such for this work and paid journeyperson's rate of pay.
- 2.05** The Parties agree that all new employees dispatched by the Union will have the following training:
- Fall Arrest
 - Confined Space Awareness
 - Elevated Platform
 - WHMIS
 - Transportation of Dangerous Goods (TDG)
 - Counterbalance Forklift
 - Personal Protection Equipment (PPE)
 - Respirator Training
 - Hot Work
 - Asbestos Awareness
 - Reporting Injuries
 - Lockout Procedures

All existing employees who do not have this training shall obtain it as soon as practically possible. It shall be the responsibility of the Union and the employee to keep these training certifications current. In the event the Employer provides or arranges any of the above mentioned training to new and/or existing employees, they will be reimbursed by the JATF. For Employers to be eligible for reimbursements they must be making the appropriate hourly

contributions to the JATF as per LOU# 1. In the event that an employee unreasonably refuses to obtain the above mentioned training, the Employer may refuse to dispatch the employee to jobsites until the required training is completed.

- 2.06** An apprentice shall work under the supervision of a journeyperson for the first full year of their apprenticeship. However, in certain circumstances first year apprentices may work alone so long as they have had the proper training to perform the work and having them work alone does not create a safety issue.

Additionally, it is expected that when a first year apprentice is working on mechanical equipment of any kind, they shall be under the supervision of a journeyperson.

CLAUSE 3.00 -- MANAGEMENT RIGHTS

- 3.01** The Union recognizes that the Employer has the right and responsibility to direct and manage its business, to designate methods and procedures, in writing, as to how work is to be completed following job specifications and safety regulations.
- 3.02** An employee shall adhere to the Employer's Company policy, providing the Company Policy does not conflict with this Agreement. Conflicton, if any, shall be referred to the Joint Conference Board.

CLAUSE 4.00 – APPRENTICES AND HELPERS

- 4.01** Apprentice to journeyperson ratio shall be one (1) to one (1). In the event of a journeyperson being called off the job for some emergency they will be allowed an absence of three (3) hours before the senior apprentice on the job is elevated to journeyperson's rate of pay. The Joint Conference Board may, by mutual agreement, reduce the apprentice to journeyperson ratio on application by a company signatory to this agreement.
- 4.02** Each Employer shall be allowed to employ Refrigeration Apprentices when available on work covered by this agreement on the ratio of one (1) apprentice or helper to one (1) journeyperson and at least one (1) apprentice or helper to every three (3) journeypersons thereafter, provided however, that it be understood that there are or may be situations where this ratio would be impractical and in which case the Employer will consult with the Business Manager of Local Union 516 with a view to finding a mutually acceptable solution. Under no circumstances must a helper be working on any refrigeration equipment unless accompanied by a refrigeration journeyperson. Should an apprentice be unemployed, and a helper is required, the unemployed apprentice is to be hired as a helper on a helper basis.

Helpers may be employed for two (2) years before a decision is required by the Employer as to whether the helper is suitable to enter the apprenticeship program or continue in the helper classification. It is the intent that helpers will be chosen from Local 516's pre-employment classes, but on out of town installation work, helpers may be hired from the local area. At no time shall there be more helpers than journeyperson or apprentices on the job. This Clause will be reviewed annually by the JCB to determine its effectiveness. Helpers will be paid one dollar (\$1.00) above the BC Minimum Wage plus ten percent (10%) for Vacation and Statutory Holiday Pay with 2 weeks holidays. No contributions for Health and Welfare and Savings are required.

- 4.03** The Parties recognize the importance of training to the industry and therefore all Apprentices shall attend a SkilledTradesBC recognized training school when scheduled and assigned to do so. All Apprentices shall attend any extra instructional classes deemed necessary for the positive and timely progression of their apprenticeship as determined by the JATF.

CLAUSE 5.00 -- FOREPERSONS

- 5.01** When the Employer employs five (5) or more members of Local 516 on a job, one (1) shall be designated a working foreperson and shall be paid a premium of ten percent (10%) above their regular wage rate for each hour they work as a foreperson. Any journeyperson designated as a General Foreperson shall be paid a premium of fifteen percent (15%) above their regular wage rate for each hour they work as a General Foreperson.

CLAUSE 6.00 -- HOURS OF LABOUR

- 6.01** The hours of labour shall be eight (8) hours per day, Mondays to Fridays inclusive. Under the terms of this Agreement this shall be the standard week of forty (40) hours. A compressed work week of four (4) days per week may be established by mutual agreement between the Employer and the Union. In the event a fifth day is worked, it would be paid at one and one-half times (1½X) the otherwise applicable straight time hourly wage rate. If a sixth day is worked, it would be paid at two times (2X) the otherwise applicable straight time hourly wage rate.
- 6.02** It shall not be permitted to stagger the hours of employment in any shop, but all employees shall have a set starting and quitting time, and the said starting time shall not be later than 9:00 a.m. This shall not exclude the setting up of extra shifts, but such extra shifts shall not overlap the existing shift in excess of two (2) hours.
- 6.03** In the event of it becoming necessary to work more than one (1) shift, such extra shifts or shift shall be for a minimum period of three (3) nights, and employees engaged for such shifts shall receive five dollars (\$5.00) per hour premium for non-day shift work (work that starts after 4:00 p.m.) No employee shall work through two (2) consecutive shifts in any calendar day as set forth in this Section 6.03.
- 6.04** Shift work and the approximate size of crews shall be established prior to commencing the shifts and the Union shall be notified prior to such commencement.
- 6.05** On industrial projects the employee's shift shall start and end at the change shack or a location as mutually agreed between the employees and the Employer. Should an appreciable distance remain for employees to travel to and from the gate, a job conference shall at the option of the Union be called to make suitable arrangements. This provision shall also apply to lunch breaks. 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 them 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.
- 6.06** On camp jobs, no walking time shall be paid up to two-thousand five hundred (2,500) feet from the work site. Beyond two-thousand five hundred (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.

- 6.07** If an employee reports for work and the Employer has failed to notify them previously that their services are not required, they shall be paid a minimum of four (4) hours' pay, or if an employee is called out on an off day they shall receive a minimum of two (2) hours' pay at the prevailing rate of pay. When an employee is called out from their place of residence after the regular shift, they shall be paid at two times (2X) their otherwise applicable straight time hourly wage rate.

6.08 Pre Access Drug and Alcohol Testing

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

6.09 Online Orientation/Indoctrination

Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

- 6.10** All construction work carried out by employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate of one and one-half times (1½X) the otherwise applicable straight time hourly rate for the first two (2) hours Monday through Friday and the first eight (8) hours on Saturday, (non-industrial projects only). Overtime on such extra shifts as may exist shall be computed on an exact similar basis. All work carried out on Saturday (industrial projects only), Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate of two times (2X) the otherwise applicable straight time hourly wage rate.

- 6.11** Where Employer has prior knowledge of an impending lay-off and in its opinion it is practical to do so, the Employer shall give twenty-four (24) hours' notice of lay-off to those employees who will be affected.

- 6.12** employees shall be given their Unemployment Insurance Separation Certificate at time of discharge or lay-off on the job, or, where possible, arrangements made whereby their cheque and Unemployment Insurance Separation Certificate will be mailed to them not later than the following day, providing the employee has turned in time sheets.

CLAUSE 7.00 -- BASIC MINIMUM WAGE SCALE AND FRINGE PAYMENTS

- 7.01** Under the terms of this Agreement both Parties shall agree to the following minimum rates of pay as outlined in Wage Appendices "A" and "B".

Note: Apprentices originally dispatched prior to May 1, 2025 who would otherwise be at Level 9 are to be paid at Level 8. Apprentices dispatched prior to May 1, 2025 who would otherwise be at Level 10 have had their rate red circled until the Level 8 rate exceeds the red circled rate.

CLAUSE 8.00 -- VACATION AND STATUTORY HOLIDAYS

8.01 Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three (3) weeks' annual vacation and six percent (6%) for Statutory Holidays. The recognized "Statutory" Holidays are: New Year's Day, Family Day, Good Friday, Easter Monday*, Victoria Day, Canada Day, the Friday before B.C. Day*, B.C. Day, the Friday before Labour Day*, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Government. When a Statutory Holiday falls on a Saturday or Sunday, the following work day or days shall be taken off in lieu.

* On non-industrial projects only, Easter Monday, the Friday before BC Day and the Friday before Labour Day may be floated, and the day thereof worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and employee.

8.02 Where mutually agreed the employee may take two (2) consecutive three (3) day weekends in place of any of the three (3) four (4) day weekends established in 8.02 above (Easter Weekend, B.C. Day Weekend, Labour Day Weekend).

8.03 Vacation and Statutory Holiday Pay shall be paid on an employee's regular pay cheque.

8.04 Employees shall receive three (3) weeks' annual vacation which may be taken in more than one (1) period but shall not be unduly fragmented. The annual vacation period shall be determined by mutual arrangement between Employer and employee.

CLAUSE 9.00 -- TOOLS

9.01 Tool Allowance

Employees shall supply the tools specified in the Tool List in Clause 9.04. The Employer shall pay employees at the rate of eighteen cents (\$0.18) per day per one hundred dollars (\$100.00) value of tools based on a maximum value of five thousand dollars (\$5,000). All other tools required not specified in Clause 9.04 are to be provided by the Employer.

OR

The Employer has the option to supply all tools required with no compensation to employees. Any Employer provided tools are to always remain the property of the Employer.

9.02 Tool Insurance

The employees shall endeavor to protect tools from loss. The Employer shall replace an employee's tools on the basis of tool for tool and make for make to the value of tools. This coverage will only apply in cases of fire or theft by forced entry. Employees are to report break-

ins which result in tool loss and immediately and complete the required paperwork, including filing a police report.

9.03 Apprentice Tools

If required, the Employer shall supply a first-year apprentice with a full set of tools in accordance with the attached tool list following the probationary period. The cost of these tools shall be deducted from the apprentice's wages at the rate of ten percent (10%) of the total value per month. If the apprentice ceases to be an employee of the Employer, the apprentice shall pay the difference between the amount paid and the amount owing to the Employer. Tool allowance shall be paid in accordance with the above section.

9.04 Tool List

The minimum set of hand tools to be supplied by the employee shall be as follows:

- | | |
|--|--|
| 1. Tool box and tool pouch | 24. 1 pair lineman pliers |
| 2. 1 set combination box and open end wrenches to 1" | 25. 1 flashlight |
| 3. 1 – 3/8" socket set | 26. cordless drill c/w charger |
| 4. 3 sizes Robertson screwdrivers (#6, #8, #10) | 27. 3/8" electric drill |
| 5. 3 sizes Phillips screwdrivers | 28. welders gloves |
| 6. 1 – 25' measuring tape | 29. pop rivet gun |
| 7. 1 pair diagonal cutting pliers | 30. silicone gun |
| 8. 3 adjustable wrenches (8", 10", 12") | 31. turbo torch w/regulator and tips up to #32 |
| 9. 1 inspection mirror | 32. flaring tools 1/4" to 5/8" |
| 10. 1 hack saw | 33. 1 gauge manifold with three hoses |
| 11. 1 ball peen hammer and one claw hammer | 34. 1 – 1/4" socket set |
| 12. 2 tube cutters up to 2 5/8" | 35. 1 – 1/2" socket set |
| 13. 1 pair needle nose pliers | 36. 1 ratchet service valve wrench 1/3" and 3/8" |
| 14. 1 – 10" vice grip or pipe wrench | 37. 1 set copper tube swedges |
| 15. 3 flat blade screwdrivers | 38. 1 set valve stem ratchet adaptors |
| 16. 3 set tin snips - straight, right and left | 39. 1 venier caliper |
| 17. 1 jack knife | 40. 1 oil pump |
| 18. 2 pocket thermometers | 41. combination bender (1/4", 5/16", 3/8") |
| 19. 1 set Allen wrenches (short and long) | 42. 2 benders (1/2", 5/8") |
| 20. 1 set punches and chisels | 43. pipe wrenches 18" and up to 24" |
| 21. 1 electrical wire crimpers (combo) | 44. volt, amp, ohm meter- single or combination of all 3 |
| 22. 1 torpedo level | |
| 23. 1 common pliers | |

CLAUSE 10.00 -- CHECKOFF SYSTEM AND INDUSTRY FUNDS

10.01 Check-off and Union Dues

It is agreed by both Parties that the check-off system for collection of Union dues shall be used. The Employer shall deduct for a Dues Supplement an amount of one and one-quarter percent (1.25%) of hourly gross wages including fringe benefits (i.e. Holiday pay, Health & Welfare, Savings Plan) earned by all employees while working under the terms of this Agreement and forward same to the Financial Secretary of the Union, no later than the fifteenth (15th) day of the calendar month following the month for which deduction was made.

The Employer agrees to deduct from the employees' wages, paid in the first pay of the month, the sum equivalent to one month's dues at journey person or apprentice rates, as determined by the Union, and remit this amount as outlined in this Clause.

10.02 Health and Welfare

Each Employer shall contribute to the Health and Welfare Fund in accordance with the rates shown in Appendices A and B for each hour earned by each employee. Operation of this Plan shall be governed by the Union Trustees of the Health and Welfare Plan, such Trustees to be selected in accordance with the terms of the Welfare Trust Document.

Each Employer shall provide each of its employees with an itemized statement each pay day showing the amount remitted to the Health and Welfare Plan.

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 Welfare Trust Document and amendments thereto.

The Employer agrees to submit its payroll records to audit at any time it is required to do so by the Health and Welfare Plan Trustees. The Trustees shall appoint the auditor to conduct the necessary investigation.

10.03 Savings Trust Fund

(a) A Savings Plan Trust Fund is established into which the savings contributions will be paid. Each Employer shall contribute to the fund in accordance with the amounts indicated in Appendices A and B. It is agreed that the administration of the Fund will be the responsibility of Local Union 516. Based on agreement by the Parties the Vancouver Island based employees increased the contribution rate to the Savings Trust -Fund; (see Appendix "B"). Regardless the total monetary increase for the Vancouver Island based employees will equal that of the Mainland based Employers.

Each Employer bound by this Agreement shall contribute to the Savings Trust Fund established by the Union, on behalf of each employee covered by this Agreement.

(b) The Employer will cease Savings Trust Fund Contributions for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the Savings Trust Fund

contribution will be paid to the employee as wages which shall not attract vacation or holiday pay.

10.04 Rehabilitation Plan

The Employer shall contribute/deduct the amounts shown in Wage Appendices per hour worked by each employee covered by this agreement to the B.C. Construction Industry Rehabilitation Plan in accordance with the standard remittance form provided for in this Agreement.

10.05 BCBCBTU Funding

The Employers will provide funding for the BCBCBTU as per the amounts shown in the Wage Appendices per hour for all hours worked. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

10.06 B.C. Jurisdictional Work Assignment Fund

The Employer shall contribute the amounts noted in the Wage Appendices per hour worked for all classifications covered by this Agreement which will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this Agreement.

10.07 Journeyperson and Apprenticeship Training Fund and Committee

Employer shall contribute the amounts noted in the Wage Appendices per hour worked by each employee to the Journeyperson Apprenticeship Training Fund.

The Trustees of the Journeyperson and Apprenticeship Training Committee will publish information pertaining to the number of personnel participating in the training program (apprentices and journeypersons) on a quarterly basis. The information will be submitted to all concerned parties within fourteen (14) days of the completion of the particular quarter.

To assure the Industry of an adequate supply of properly trained and skilled Apprentices and upgraded journeyman, training shall be under the jurisdiction of the Journeyman and Apprenticeship Committee

The duties and responsibilities of the JATC are as outlined in the Refrigeration Service & Maintenance Agreement in force and effect.

10.08 United Association Canadian Training Trust Fund

Each Employer shall contribute the amounts noted in the Wage Appendices per employee to the United Association Canadian Training Trust Fund.

10.09 Promotion/Organizing Fund

The Employer shall contribute the amount noted in Appendices A and B for each hour worked by each employee to the Promotion/Organizing Fund. The general purpose of the Fund is to promote and strengthen the Unionized Employer and Unionized worker presence in the marketplace.

10.10 Contract Administration Fund (CLR dues)

Each Employer shall contribute the amount noted in appendices A and B per hour worked by each employee to the Construction Labour Relations Association of BC (CLR). The Union will collect the dues and forward them to CLR. CLR reserves the right to alter this amount at any time during the term of this Agreement.

10.11 Terms of Payment of Remittances

Remittance monies for all funds will be remitted to the Union by the fifteenth (15th) day of the month following that which the contributions cover.

10.12 Penalties for Delinquent Payment of Contributions and/or Deductions

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 fifteen percent (15%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. The amount of the penalty to go to the appropriate fund.

10.13 Enabling of Funds

The Parties will not reduce and/or eliminate any joint industry funds negotiated between the BCBCBTU and CLR (e.g. Rehabilitation Fund) or individual dues to umbrella organizations, without the prior written consent of the BCBCBTU and CLR.

10.14 Drug & Alcohol Policy

The Parties agree to adopt and abide by the provisions of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy ("D&A Policy"). The Employer shall contribute the amounts noted in the Wage Appendices to the BC D&A Drug and Alcohol Program Society ("D&A Society") for each hour worked by each employee.

CLAUSE 11.00 -- TRANSPORTATION AND TRAVELING COMPENSATION

11.01 Employees sent out of town shall receive their board and transportation to and from such work. Room and board shall be provided on such out-of-town work or a Living Out Allowance of two hundred dollars (\$200.00) per day. Alternatively, the Employer can provide accommodation and pay a meal allowance of eighty-seven dollars and fifty cents (\$87.50) (effective May 1, 2024 ninety dollars (\$90.00), effective May 1, 2025 ninety-two dollars and fifty cents (\$92.50)) per day.

11.02 Where an employee is required to drive a company-supplied vehicle on out-of-town work, such hours of driving shall be paid for at straight time rates.

11.03 Where an employee is required to use their own vehicle for out of town work, the employee shall be paid the rate set annually by CRA per kilometre. The number of kilometres paid shall be from the from the employee's residence or the shop, whichever point of departure is nearest

the jobsite destination. For initial and terminal travel. Should an employee's residence be outside the provincial boundaries of British Columbia, the distance will be measured from the point the employee first enters the province of British Columbia while following the most direct route to the jobsite.

- 11.04** Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into (2) two days they will be reimbursed their actual costs for (1) one night accommodation plus meals up to the value of (1) one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.
- 11.05** Employees shall be at the job or job site at their appointed start time within the free zone of the Lower Mainland defined as that area west of 276th Street south of the Fraser River and west of 272nd Street north of the Fraser River.
- 11.06** Personal cars or trucks to carry only hand tools, small refrigerant cylinders and small service parts.
- 11.07** New employees hired by the Employer who choose to reside outside the Free Zone, or existing employees who choose to relocate outside the Free Zone, shall have deducted from their wage rate an amount set by the CRA annually per kilometre (as per the Canada revenue agency) based on the distance from the employee's residence to the boundary of the Free Zone both ways. Should the employee not have to travel into or through the Free Zone to work on any given work day, this amount will not be deducted.

CLAUSE 12.00 – PAY DAYS

- 12.01** The Employer shall pay on a weekly or bi-weekly basis (with weekly draws if requested by the employee). The draw will be on the basis of the base hourly rate less applicable taxes as pre-arranged with the Employer. Pay shall be based on all wages earned by the employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day.
- 12.02** Any Employer who wishes to mail employees' cheques must have the consent of the employee.
- 12.03** It is recognized that direct deposit arrangements can be provided.
- 12.04** All payroll shall be processed in a manner consistent with CRA regulations.

CLAUSE 13.00 – WORKING CONDITIONS

- 13.01** It shall be the responsibility of the refrigeration journeyperson to obtain a signature from a responsible party for whom the work was carried out if the Employer so requests.
- 13.02** Employees will not be asked to cross picket lines in cases of legal strikes by other unions unless permission is granted by the striking union.

- 13.03** The Employer shall allow time off work for any employee who is serving on a Union committee or for the purpose of serving as a Union delegate to any conference or function at no cost to the Employer.
- 13.04** Business Agents or the Business Representative shall have access to all construction jobs and shops covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or foreperson.
- 13.05** It is understood that both Parties shall recognize and observe the provisions of the *Skilled Trades BC Act*, the Refrigeration Code, the *Boiler Pressure Vessel Act* and the Workers Compensation Board of British Columbia (dba WorkSafeBC) Regulations.
- 13.06** Manufactured tubular or ready-made metal scaffolding must be erected by members of Local 516 when same is required for the installation of piping materials etc., unless the said scaffolding has already been erected for use by other crafts.
- 13.07** Employees will not be required to supply rigging material and equipment.
- 13.08** The Employer agrees to the appointment of a job steward by the Business Manager on any job designated by the Business Manager. It is understood that the execution of the job steward's Union functions shall not interfere with the normal patterns of work, job stewards will be given appropriate training under the auspices of the Union.
- 13.09** A telephone(s) shall be made available to all employees at all times for incoming and outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee except for the job steward (while doing business as job steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency.
- 13.10** No employee shall be required to install any app on their personal phone as a condition of employment.
- 13.11** It is agreed that where there is no running tap water available cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets will be supplied.
- 13.12** Camp accommodations shall be those as established by the B.C. and Yukon Building Trades Council.
- 13.13** Gas masks will be supplied on the basis of one (1) freon mask per service vehicle.
- 13.14** Upon termination or layoff, the employee will be allowed one (1) hour with pay to pick up their tools. The Employer will provide transportation to the employees residence for the employee and their tools in those cases where the employee operates an Employer supplied vehicle.
- 13.15** Employees subject to layoff shall so be informed while on the jobsite. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

- 13.16** If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.
- 13.17** On an eight (8) or nine (9) hour shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. When the 8 or 9 hr. shift is extended to ten (10) hours, a third rest break will be taken. Only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however such rest breaks shall be of fifteen (15) minutes duration. Where work is required beyond ten (10) hours, a second meal break of one-half (½) 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 third rest break shall not be taken.
- 13.18** Employees working on ammonia equipment shall be provided by the Employer with an ammonia gas mask in good working condition.
- 13.19** The Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

CLAUSE 14.00 -- EMPLOYER, WORKER STATUS

- 14.01** It is understood that under the terms of this Agreement any person conducting a shop and signatory to this Agreement shall retain the right to work with the tools, providing agreement has been reached between contractors and the Local Union and shall engage such mechanics as are necessary under the terms of this Agreement and in strict accordance with its provisions. On field work all persons working with the tools shall hold Union membership.
- 14.02** All independent operators who are members of the Union agree to charge for their services at the prevailing hourly rates and shall pay monies to the Health and Welfare Plan.
- 14.03** Out-of-town warranty work to be carried out by certified members of Local No. 516.

CLAUSE 15.00 -- JOINT CONFERENCE BOARD

- 15.01** A Joint Conference Board will be formed of three (3) Employers and three (3) members of Local Union 516 who shall meet as requested by either party, at which meeting two (2) members of each party will form a quorum. The CLR representative shall be a non-voting member of the Joint Conference Board and shall appoint the Employer members. The Business Manager of Local 516 shall also be a non-voting member of the Joint Conference Board and shall appoint the employee members to the Joint Conference Board. Such Board will have power on behalf of the respective Parties hereto to:
- (a) formulate policy;
 - (b) adjust Trade disputes and grievances; and
 - (c) establish regulations governing the conduct of their members.
- 15.02** Any Board convened shall consist of an equal number of Employer and Union members.

15.03 Representation of the Parties shall only be made by the Business Manager of Local 516 or their representative on behalf of the employees, and by the CLR representative on behalf of the Employers.

15.04 The JCB recognizes the following discipline procedure as the procedure to be followed by signatory Employers in disciplining employees:

- (a) one verbal warning
- (b) first written warning
- (c) second written warning and termination of employment if deemed necessary by the Employer

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

CLAUSE 16.00 -- DISPUTE, GRIEVANCE PROCEDURE

16.01 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 Clause would only take place in very exceptional circumstances such as a complete lack of communications facilities, etc.

16.02 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.

16.03 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.

CLAUSE 17.00 -- ARBITRATION PROCEDURE

17.01 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.

17.02 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.

- 17.03** If the Joint Conference Board dead-lock on the validity of a dispute or grievance, then such dispute or grievance may be processed in accordance with the procedure outlined under Clause 17.04 to 17.09 inclusive.
- 17.04** 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 Clause shall preclude the right of any signer to this Agreement to proceed to arbitration.
- 17.05** 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.
- 17.06** The two (2) Arbitrators as appointed shall confer to select a third person to be Chair 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 Honourable Minister of Labour to appoint such third member.
- 17.07** The Arbitration Board 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 Chair, provided that the time may be extended by agreement of the Parties.
- 17.08** 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 it shall be final and binding upon the Parties and they shall carry it out forthwith.
- 17.09** 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 17.01) shall be paid by the Party the said appointee is representing. One-half (½) the compensation of the Chair and the stenographer and other expenses of the Arbitration Board shall be paid by each Party.

CLAUSE 18.00 -- PROCEDURE TO BECOME SIGNERS

- 18.01** The Union agrees that its members will only work for Employers who are signatory to this Agreement in its existing form or as amended by the Parties hereto.

CLAUSE 19.00 -- SAFETY CLAUSE

- 19.01** 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.
- 19.02** 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 Workers Compensation Board of British Columbia (dba WorkSafeBC) Regulations, the Employer's and/or client's safety policies may result in discipline up to and including termination.

- 19.03** All safety equipment and clothing that is provided by the Employer under this Agreement will be correct fitting for every individual body type, size and gender when available.

CLAUSE 20.00 -- VEHICLES

- 20.01** All company-supplied vehicles shall be equipped with a bulkhead behind the driver and passenger seats, a first aid kit and a fire extinguisher in good working order. Hearing protection shall also be provided in accordance with the Workers' Compensation Board Regulations.
- 20.02** The Employer agrees that all company-supplied vehicles shall be maintained to at least the minimum standards set by the Workers Compensation Board of British Columbia (dba WorkSafeBC) and that said company-supplied vehicles must have a current motor vehicle safety inspection certificate.
- 20.03** Employees shall not be required to pay any company vehicle expenses from their own funds.
- 20.04** The Company will provide employees with credit cards for use in company-supplied vehicles only. Such credit cards to be used for the purchase of gas, oil, service or other such minor repairs to the company-supplied vehicle.
- 20.05** The employee shall not use their own personal car for the transportation of the Employer's tools.
- 20.06** Ownership of a car shall not be considered as a condition of employment.
- 20.07** Employees are to report Break-ins (e.g. break-in to an Employer provided service vehicle) immediately and complete the required paperwork, including filing a Police Report.

CLAUSE 21.00 -- CAMPS, PERIODIC LEAVE

- 21.01** Any employee who is accommodated by the Employer in camps may, on any weekend, vacate or check out of such accommodation, and the Employer shall pay them twelve dollars (\$12.00) per day. Any employee who is accommodated by the Employer in motels and hotels may, on any weekend, vacate or checkout of such accommodation and the Employer shall pay them fifteen dollars (\$15.00) per day.

21.02 Periodic Leave

On out-of-town projects of over thirty-five (35) calendar days duration, the Employer shall provide leave every twenty-eight (28) calendar days. Qualification requires five (5) days of work following the leave.

When a turnaround is provided, the employee shall receive an allowance based on the distance from the jobsite to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

250 to 500 KM	\$255
501 to 750 KM	\$425
751 to 1,000 KM	\$595
Over 1,000 KM	\$680

It is agreed that the above amounts will be paid only once for each turnaround.

- 21.03** The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless they actually returns to their place of departure. Living-out-allowances shall not be paid during leave period.

CLAUSE 22.00 -- WITHDRAWAL OF MEMBERS

- 22.01** The Employer agrees that on new construction work the Union may withdraw its members:
- (a) If any signatory to this Agreement employs any non-Union workers whose work falls within the jurisdiction of Local 516.
 - (b) The continued employment by the Employer of any person required by the Union to join the Union who has failed to join the Union.
 - (c) Failure of the Employer to remit on time any monies due to the Health and Welfare Fund, dues check off or any other fund coming within the scope of this agreement.
 - (d) The subcontracting by any signatory contractor of work falling under the jurisdiction of Local 516 to a non-signatory of this agreement when members of Local 516 are available.

The Employer agrees that it will in no way discriminate against any member of Local 516 who exercises their rights under this Clause.

CLAUSE 23.00 -- RESERVATIONS CLAUSE

- 23.01** Subject to reasonable notice given to the Contractor it shall not be a violation of this Agreement for the Union to withdraw its members from a jobsite or sites for:
- (a) Rendering assistance to Labour Organizations.
 - (b) Refusal on the part of Union members to work with non-Union workers.
 - (c) Refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose employees are on strike against or are locked out by an Employer.

CLAUSE 24.00 -- UNION LABELS

- 24.01** The Union, while retaining ultimate control of the International's Labels, may supply to the Employer Union Labels to identify fair products fabricated under the terms of this Agreement.

CLAUSE 25.00 -- REDUCTION IN CREWS

- 25.01** 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:

- (a) The Potential Member (Permit)
- (b) The Travel Card Members
- (c) Members of Local 516

- 25.02** If the Employer finds it necessary to keep the Travel Card or Permit employed, then in such case they shall consult the Business Manager of the Union and receive permission to do so.

CLAUSE 26.00 -- UNDERGROUND WORK

- 26.01** On industrial projects employees required to work underground shall receive prevailing rate plus ten percent (10%). This Clause shall not apply to work performed in basements of buildings or open ditches.

CLAUSE 27.00 -- B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN

- 27.01** 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 rules(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.
- 27.02** The Employer shall, upon request, make known its 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.
- 27.03** The participating Employer Association shall inform their stipulated member, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 27.04** The Parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided 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.

- 27.05** 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.

CLAUSE 28.00 -- SAVINGS CLAUSE

- 28.01** It is assumed and contemplated by the Parties hereto that each and every provision of this Agreement, whether read singly or in any combination, is and are in conformity with all laws of Canada and British Columbia. In the event that amendment of such laws or interpretation of such laws by a Court or Tribunal of competent jurisdiction should result in any part or parts of this Agreement being rendered invalid, illegal or unenforceable, then such part or parts of this Agreement shall be deemed to be severed and of no further force and effect, but the remainder of this Agreement shall continue and remain in full force and effect and remain binding upon the Parties for the term of this Agreement.
- 28.02** The Parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above for the purpose of attempting to agree upon lawful replacements. In the absence of agreement, replacement provisions will be subject to the grievance and arbitration procedure without stoppage of work as provided for in this Agreement, PROVIDING HOWEVER, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object and intent as the part or parts severed and not to new issues or matters.

CLAUSE 29.00 – LEAVES OF ABSENCE

29.01 **Military Reserve Personnel**

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 for 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.

29.02 **Pregnancy and Parental Leave**

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

29.03 **Illness or Injury Leave**

Employees are entitled to illness or injury leave in accordance with the terms of the *Employment Standards Act* in effect on January 1, 2023.

CLAUSE 30.00 -- DURATION AND AMENDING FORMULA

30.01 This Agreement shall be for the period from and including May 1, 2023 to and including April 30, 2026 and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of the expiry of the Agreement (April 30, 2026) or immediately preceding the first day of May in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining. Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other terms or conditions of employment) until:

- (a) The Union shall give notice to strike (or until the Union goes on strike); or,
- (b) The Employer shall give notice to lock out (or the Employer shall lock out its employees); or,
- (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement; whichever is the earliest.


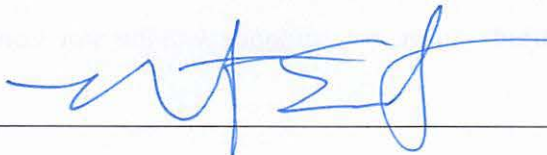
30.02 The operation of Sections 50(2) and (3) of the *Labour Relations Code* are hereby excluded.

30.03 If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement, that section or part of the Agreement may be amended by mutual consent of the two (2) Parties.

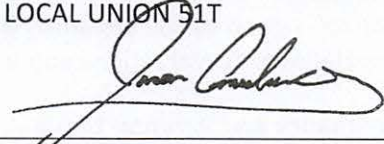
SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS

18 DAY OF Nov, 2025, 2023.

SIGNED ON BEHALF OF
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

SIGNED ON BEHALF OF THE UNION
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL UNION 51T


Business Manager

Letter of Understanding #1**Journey person and Apprentice Training Fund (JATF)**

All signatory contractors shall pay sixty cents (\$0.60) per hour earned ("Payment") into the Journey person and Apprentice Training Fund (JATF) to be used solely for providing training for UA Local 516 members. Remittances shall be included in the calculation of LIA Local 516 Industry Funds and shall be due on the fifteenth (15th) day of the calendar month following the contribution month. The governance and use of the funds shall be the responsibility of the JATF. The Employers will provide advisory input to UA Local 516's training programs, including the courses chosen and their content and make suitable comments on the results of the courses plus the quality of the graduates. This payment shall continue as established through April 30, 2024, whereupon the Parties shall meet to bargain the payment for training of UA Local 516 members.

UA Local 516 agrees to indemnify and hold harmless the Employers from any and all manner of actions, suits, contracts, claims, damages, costs and expenses of any nature or kind whatsoever, whereupon in law or equity however arising as a result of this Payment to the JATF.

APPENDIX "A" – MAINLAND WAGE PACKAGE

Breakdown of Monetary Package		May 1, 2023				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions*	Total Monetary Package
General Foreperson ¹	115%	\$59.46	\$7.04	\$8.75	\$4.15	\$79.40
Foreperson ¹	110%	\$56.91	\$6.73	\$8.75	\$4.15	\$76.54
Journeyman ¹	100%	\$51.81	\$6.12	\$8.75	\$4.15	\$70.83
Apprentices Hired After May 1, 2015						
Level 10 ²	90%	\$45.91	\$5.51	\$7.88	\$4.15	\$63.45
Level 9 ²	80%	\$40.81	\$4.90	\$7.00	\$4.15	\$56.86
Level 8	70%	\$35.71	\$4.29	\$6.13	\$4.15	\$50.28
Level 7	60%	\$30.61	\$3.67	\$5.25	\$4.15	\$43.68
Level 6	55%	\$28.06	\$3.37	\$4.81	\$4.15	\$40.39
Level 5	50%	\$25.51	\$3.06	\$4.38	\$4.15	\$37.10
Level 4	40%	\$20.40	\$2.45	\$3.50	\$4.15	\$30.50
Level 3	40%	\$20.40	\$2.45	\$3.50	\$4.15	\$30.50
Level 2	40%	\$20.40	\$2.45	\$3.50	\$4.15	\$30.50
Level 1	35%	\$17.85	\$2.14	\$3.06	\$4.15	\$27.20
Apprentices Hired Before May 1, 2015						
Level 10	90%	\$45.91	\$5.51	\$7.88	\$4.15	\$63.45
Level 9	80%	\$40.81	\$4.90	\$7.00	\$4.15	\$56.86
Level 8	75%	\$38.26	\$4.59	\$6.56	\$4.15	\$53.56
Level 7	70%	\$35.71	\$4.29	\$6.13	\$4.15	\$50.28
Level 6	65%	\$33.16	\$3.98	\$5.69	\$4.15	\$46.98
Level 5	60%	\$30.61	\$3.67	\$5.25	\$4.15	\$43.68
Level 4	55%	\$28.06	\$3.37	\$4.81	\$4.15	\$40.39
Level 3	50%	\$25.51	\$3.06	\$4.38	\$4.15	\$37.10
Level 2	40%	\$20.40	\$2.45	\$3.50	\$4.15	\$30.50
Level 1	35%	\$17.85	\$2.14	\$3.06	\$4.15	\$27.20
Helper		\$16.20	\$1.78	n/a	n/a	\$17.98
Employer Contributions ³		May 1, 2023				
Health Benefit Fund	E	\$2.81				
CLR Dues	W	\$0.13				
Rehabilitation Fund	W	\$0.04				
JA Plan	W	\$0.01				
BCBCBTU Fund	W	\$0.05				
Promotion/Organizing Fund	W	\$0.45				
D&A Society	W	\$0.01				
United Association Canadian Training Trust Fund	W	\$0.05				
Journeyman Apprentice Training Fund	E	\$0.60				
* Total Employer Contributions - Straight Time Hours		\$4.15				
Total Employer Contributions - 1.5X Overtime Hours		\$5.855				
Total Employer Contributions - 2X Overtime Hours		\$7.56				

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate excluding the Gas B ticket premium.
2. Rates only apply to employees hired before July 29/21 who have completed Level 4 schooling but not passed the IPSE.
3. Contributions marked "E" calculated based on Hours Earned. Those marked "W" calculated based on hours worked. Wage Increases for the balance of the Agreement are tied to the UA 516 Service & Maintenance Agreement

APPENDIX "A" – MAINLAND WAGE PACKAGE

	May 1, 2023		
	Hourly Dues (1.25% of Gross Wages)		Rehab Program
	E		W
General Foreperson	\$0.98		\$0.04
Foreperson	\$0.94		\$0.04
Journeyman	\$0.87		\$0.04
	Apprentices hired on or after May 1, 2015	Apprentices hired before May 1, 2015	
Level 10	\$0.78	\$0.78	\$0.04
Level 9	\$0.69	\$0.69	\$0.04
Level 8	\$0.61	\$0.65	\$0.04
Level 7	\$0.53	\$0.61	\$0.04
Level 6	\$0.49	\$0.57	\$0.04
Level 5	\$0.45	\$0.53	\$0.04
Level 4	\$0.36	\$0.49	\$0.04
Level 3	\$0.36	\$0.45	\$0.04
Level 2	\$0.36	\$0.36	\$0.04
Level 1	\$0.32	\$0.32	\$0.04
Helper	n/a	\$0.26	\$0.04
Total Employee Deductions			
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreperson	\$1.02	\$1.51	\$2.00
Foreperson	\$0.98	\$1.45	\$1.92
Journeyman	\$0.91	\$1.35	\$1.78
Apprentices hired on or after May 1, 2015			
Level 10	\$0.82	\$1.21	\$1.60
Level 9	\$0.73	\$1.08	\$1.42
Level 8	\$0.65	\$0.96	\$1.26
Level 7	\$0.57	\$0.84	\$1.10
Level 6	\$0.53	\$0.78	\$1.02
Level 5	\$0.49	\$0.72	\$0.94
Level 4	\$0.40	\$0.58	\$0.76
Level 3	\$0.40	\$0.58	\$0.76
Level 2	\$0.40	\$0.58	\$0.76
Level 1	\$0.36	\$0.52	\$0.68
Apprentices hired before May 1, 2015			
Level 10	\$0.82	\$1.21	\$1.60
Level 9	\$0.73	\$1.08	\$1.42
Level 8	\$0.69	\$1.02	\$1.34
Level 7	\$0.65	\$0.96	\$1.26
Level 6	\$0.61	\$0.90	\$1.18
Level 5	\$0.57	\$0.84	\$1.10
Level 4	\$0.53	\$0.78	\$1.02
Level 3	\$0.49	\$0.72	\$0.94
Level 2	\$0.40	\$0.58	\$0.76
Level 1	\$0.36	\$0.52	\$0.68
Helper	\$0.30	\$0.43	\$0.56

Deductions marked "E" calculated based on Hours Earned. Those marked "W" calculated based on hours worked.

APPENDIX "B" – VANCOUVER ISLAND WAGE PACKAGE

Breakdown of Monetary Package		May 1, 2023				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions*	Total Monetary Package
General Foreperson ¹	115%	\$57.40	\$6.79	\$10.75	\$4.15	\$79.09
Foreperson ¹	110%	\$54.94	\$6.50	\$10.75	\$4.15	\$76.34
Journeyman ¹	100%	\$50.02	\$5.91	\$10.75	\$4.15	\$70.83
Apprentices Hired After May 1, 2015						
Level 10 ²	90%	\$44.30	\$5.32	\$9.68	\$4.15	\$63.45
Level 9 ²	80%	\$39.38	\$4.73	\$8.60	\$4.15	\$56.86
Level 8	70%	\$34.45	\$4.13	\$7.53	\$4.15	\$50.26
Level 7	60%	\$29.53	\$3.54	\$6.45	\$4.15	\$43.67
Level 6	55%	\$27.07	\$3.25	\$5.91	\$4.15	\$40.38
Level 5	50%	\$24.61	\$2.95	\$5.38	\$4.15	\$37.09
Level 4	40%	\$19.69	\$2.36	\$4.30	\$4.15	\$30.50
Level 3	40%	\$19.69	\$2.36	\$4.30	\$4.15	\$30.50
Level 2	40%	\$19.69	\$2.36	\$4.30	\$4.15	\$30.50
Level 1	35%	\$17.23	\$2.07	\$3.76	\$4.15	\$27.21
Apprentices Hired Before May 1, 2015						
Level 10	90%	\$44.30	\$5.32	\$9.68	\$4.15	\$63.45
Level 9	80%	\$39.38	\$4.73	\$8.60	\$4.15	\$56.86
Level 8	75%	\$36.92	\$4.43	\$8.06	\$4.15	\$53.56
Level 7	70%	\$34.45	\$4.13	\$7.53	\$4.15	\$50.26
Level 6	65%	\$31.99	\$3.84	\$6.99	\$4.15	\$46.97
Level 5	60%	\$29.53	\$3.54	\$6.45	\$4.15	\$43.67
Level 4	55%	\$27.07	\$3.25	\$5.91	\$4.15	\$40.38
Level 3	50%	\$24.61	\$2.95	\$5.38	\$4.15	\$37.09
Level 2	40%	\$19.69	\$2.36	\$4.30	\$4.15	\$30.50
Level 1	35%	\$17.23	\$2.07	\$3.76	\$4.15	\$27.21
Helper		\$16.20	\$1.78	n/a	n/a	\$17.98
Employer Contributions ³		May 1, 2023				
Health Benefit Fund	E	\$2.81				
CLR Dues	W	\$0.13				
Rehabilitation Fund	W	\$0.04				
JA Plan	W	\$0.01				
BCBCBTU Fund	W	\$0.05				
Promotion/Organizing Fund	W	\$0.45				
D&A Society	W	\$0.01				
United Association Canadian Training Trust Fund	W	\$0.05				
Journeyman Apprentice Training Fund	E	\$0.60				
* Total Employer Contributions - Straight Time Hours		\$4.15				
Total Employer Contributions - 1.5X Overtime Hours		\$5.855				
Total Employer Contributions - 2X Overtime Hours		\$7.56				

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate excluding the Gas B ticket premium.

2. Rates only apply to employees hired before July 29/21 who have completed Level 4 schooling but not passed the IPSE.

3. Contributions marked "E" calculated based on Hours Earned. Those marked "W" calculated based on hours worked.

Wage Increases for the balance of the Agreement are tied to the UA 516 Service & Maintenance Agreement

APPENDIX "B" – VANCOUVER ISLAND WAGE PACKAGE

	May 1, 2023		
	Hourly Dues (1.25% of Gross Wages)		Rehab Program
	E		W
General Foreperson	\$0.97		\$0.04
Foreperson	\$0.94		\$0.04
Journey person	\$0.87		\$0.04
	Apprentices hired on or after May 1, 2015	Apprentices hired before May 1, 2015	
Level 10	\$0.78	\$0.78	\$0.04
Level 9	\$0.69	\$0.69	\$0.04
Level 8	\$0.61	\$0.65	\$0.04
Level 7	\$0.53	\$0.61	\$0.04
Level 6	\$0.49	\$0.57	\$0.04
Level 5	\$0.45	\$0.53	\$0.04
Level 4	\$0.36	\$0.49	\$0.04
Level 3	\$0.36	\$0.45	\$0.04
Level 2	\$0.36	\$0.36	\$0.04
Level 1	\$0.32	\$0.32	\$0.04
Helper	n/a	\$0.26	\$0.04
Total Employee Deductions			
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreperson	\$1.01	\$1.50	\$1.98
Foreperson	\$0.98	\$1.45	\$1.92
Journey person	\$0.91	\$1.35	\$1.78
Apprentices hired on or after May 1, 2015			
Level 10	\$0.82	\$1.21	\$1.60
Level 9	\$0.73	\$1.08	\$1.42
Level 8	\$0.65	\$0.96	\$1.26
Level 7	\$0.57	\$0.84	\$1.10
Level 6	\$0.53	\$0.78	\$1.02
Level 5	\$0.49	\$0.72	\$0.94
Level 4	\$0.40	\$0.58	\$0.76
Level 3	\$0.40	\$0.58	\$0.76
Level 2	\$0.40	\$0.58	\$0.76
Level 1	\$0.36	\$0.52	\$0.68
Apprentices hired before May 1, 2015			
Level 10	\$0.82	\$1.21	\$1.60
Level 9	\$0.73	\$1.08	\$1.42
Level 8	\$0.69	\$1.02	\$1.34
Level 7	\$0.65	\$0.96	\$1.26
Level 6	\$0.61	\$0.90	\$1.18
Level 5	\$0.57	\$0.84	\$1.10
Level 4	\$0.53	\$0.78	\$1.02
Level 3	\$0.49	\$0.72	\$0.94
Level 2	\$0.40	\$0.58	\$0.76
Level 1	\$0.36	\$0.52	\$0.68
Helper	\$0.30	\$0.43	\$0.56

Deductions marked "E" calculated based on Hours Earned. Those marked "W" calculated based on hours worked.

APPENDIX C

Apprenticeship Rate Percentages

Level	Hours		% Journeyperson Rate of Pay	School Required
1	0	900	35%	
2	901	1,800	40%	Level 1
3	1,801	2,700	40%	
4	2,701	3,600	40%	
5	3,601	4,500	50%	Level 2
6	4,501	5,400	55%	
7	5,401	6,300	60%	Level 3
8	6,301	7,200	70%	
Journeyperson	7,201+	IPSE Passed	100%	Level 4 & IPSE

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.

Effective the date of signing, the following Employers have authorized CLR to bargain a renewal UA Local 516 Refrigeration & Air Conditioning (Construction) Agreement with the United Association of Plumbers and Pipefitters, of the United States and Canada, Local 516 and to sign such agreement on their behalf.

1. Air-Temp Energy Systems Inc.
2. B.C. Comfort Air Conditioning Ltd.
3. Broadway HVAC Ltd.
4. Broadway Refrigeration & Air Conditioning Co. Ltd.
5. Century Plumbing & Heating Ltd.
6. Cimco Refrigeration
7. Coral Engineering Limited
8. CT Control Temp Ltd.
9. Fred Welsh Ltd.
10. Gateway Mechanical Services
11. Honeywell Limited
12. John Clarke Refrigeration Ltd.
13. Jones Food Store Equipment Ltd.
14. K.D. Engineering Co.
15. Total Energy Systems Ltd.
16. 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 as interpreted by the Arbitration Decision B.C.C.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.