

**UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS,
LOCAL 170**

STANDARD ICI AGREEMENT

By and Between:

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

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

(Hereinafter referred to as the "Employer")

And:

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

(Hereinafter referred to as the "Union")

Expiry April 30, 2010

(see Common Terms, Section 19)

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Part A
ICI STANDARD AGREEMENT
COMMON TERMS

SECTION 1 - ARTICLES OF AGREEMENT

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

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

SECTION 2 - BARGAINING AUTHORITY

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

SECTION 3 - JOINT CONFERENCE BOARD AND ITS FUNCTIONS

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

SECTION 4 - PROCEDURE TO BECOME SIGNERS

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

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

SECTION 5 - TIME OFF FOR UNION BUSINESS

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

SECTION 6 - PRE-JOB CONFERENCE

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

SECTION 7 - ROTATION OF WORK

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

SECTION 8 - WORKING PARTNERS AND SHAREHOLDERS

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

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

SECTION 9 - DISPUTES AND GRIEVANCES

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

SECTION 10 - ARBITRATION PROCEDURE

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

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

SECTION 11 - PIPING INDUSTRY TRUST FUNDS

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

11.2 Piping Industry Apprenticeship Fund

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

11.3 Piping Industry Apprenticeship Board

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

11.4 Canadian Training Fund

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

11.5 International Training Fund

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

11.6 Canadian Political Action Fund

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

11.7 Union Health & Welfare Plan

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

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

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

11.7.1 Health & Welfare Plan Trustees

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

11.8 Union Pension Plan

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

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

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

