

# **REFRIGERATION & AIR CONDITIONING AGREEMENT**

**Collective Agreement for Construction**

**THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY 2004**

**BY AND BETWEEN:**

**CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC**

on its own behalf, on behalf of its member Employers who have authorized CLR to execute this agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.

**AND:**

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

CLRA, for and on behalf of each Employer, and Local Union 516 do enter into this Agreement, with jurisdiction in the entire Province of British Columbia, the clauses of which are outlined and the terms prescribed in this Agreement.

**May 1, 2004 to April 30, 2010**

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The Construction Labour Relations Association of British Columbia, as Party of the first part, 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 Party of the second part, 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.

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 pump. 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.

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

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**CLAUSE 1.00 -- UNION RECOGNITION BY THE EMPLOYER**

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- 1.01** The Party of the first part hereby agrees to recognize the Local Union No. 516, the Party of the second part, 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 start up 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, remodelled, 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.

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**CLAUSE 2.00 -- DISPATCH**

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- 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 men 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 16 of the Collective 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 Party of the first part agrees to notify the Party of the second part 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 Party of the first part shall be advanced to the status of Journeymen and used as such for this work and paid Journeymen's rate of pay.
  - (c) Such privilege shall be revoked for a maximum of thirty (30) days.

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### CLAUSE 3.00 -- MANAGEMENT RIGHTS

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- 3.01 The Union recognizes that the Employer has the right and responsibility to direct and manage his 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.

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### CLAUSE 4.00 – APPRENTICES AND HELPERS

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- 4.01 Rate for apprentices to be decided by the B.C. Provincial Apprenticeship Act. Apprentice to journeyman ratio shall be one (1) to one (1). In the event of a journeyman being called off the job for some emergency he will be allowed an absence of three (3) hours before the senior apprentice on the job is elevated to journeyman's rate of pay. The Joint Conference Board may, by mutual agreement, reduce the apprentice to journeyman 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) journeyman and at least one (1) apprentice or helper to every three (3) Journeymen 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. (Effective Jan. 1/83 each shop employing four (4) or more Journeymen shall employ at least one (1) apprentice.) Under no circumstances must a helper be working on any refrigeration equipment unless accompanied by a refrigeration journeyman. 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 journeymen or apprentices on the job. This Clause will be reviewed annually by the JCB to determine its effectiveness. Helpers will be paid thirteen dollars and fifty cents (\$13.50) plus one dollar and fifty cents (\$1.50) for Holiday Pay with 2 weeks holidays. No contributions for Health and Welfare and Savings is

required.

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**CLAUSE 5.00 -- FOREMEN**

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- 5.01** When the Employer employs five (5) or more members of Local 516 on a job, one (1) shall be designated a working foreman and shall be paid a premium of ten percent (10%) above his regular wage rate for each hour he works as a foreman. Any Journeyman designated as a General Foreman shall be paid a premium of fifteen percent (15%) above his regular wage rate for each hour he works as a General Foreman.

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**CLAUSE 6.00 -- HOURS OF LABOUR**

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- 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 time and one-half. If a sixth day is worked, it would be paid at double time.
- 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 two dollars (\$2.00) 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 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.
- 6.07** If a man reports for work and the Employer has failed to notify him previously that his services are not required, he shall be paid a minimum of four (4) hours' pay, or if an Employee is called out on an off day he shall receive a minimum of two (2) hours' pay at the prevailing rate of pay. When an Employee is called out from his place of residence after the regular shift, double time rates shall apply.

- 6.08 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 time and one-half (1-1/2) 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 (non-industrial projects only), Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate of double time.
- 6.09 Where Employer has prior knowledge of an impending lay-off and in his 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.
- 6.10 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.

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#### CLAUSE 7.00 -- BASIC MINIMUM WAGE SCALE AND FRINGE PAYMENTS

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- 7.01 Under the terms of this Agreement both parties shall agree to the following minimum rates of pay as outlined herein: **See Wage Appendix "A" – page 18.**

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#### CLAUSE 8.00 -- VACATION AND STATUTORY HOLIDAYS

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- 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, third Monday in February (Heritage Day)\*, Good Friday, Easter Monday, Victoria Day, Dominion Day, the Friday before B.C. Day, B.C. Day, the Friday before Labour Day\*, Labour Day, 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, the third Monday in February (Heritage 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.

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**CLAUSE 9.00 -- TOOLS**

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**9.01 Tool Allowance**

The Employer shall supply all tools used by Employees in carrying out their duties or, by mutual agreement, the Employees shall supply their own tools, and a tool allowance shall be paid on an Employee's regular pay day on the basis of eighteen cents (\$0.18) per day per one hundred dollar (\$100.00) value in hand or other tools that are useful to the Company. Each Employee shall provide the Employer with a list of such tools, at time of hiring and once each calendar year thereafter. The price evaluation of tools shall be based on the current cataloging of Refrigeration Wholesalers and/or the Craftsman Tools Catalogue. Employees to re-evaluate tools on December 31st of each year.

**9.02 Tool Insurance**

The Employer shall insure an Employee's tools on the basis of tool for tool and make for make to the value of tools agreed to between the Employer and the Employee. This coverage will only apply in cases of fire and theft by forced entry.

Testing costs to renew welding tickets shall be borne by the Employer.

**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 Employer shall be as follows:

1. Tool Box
2. Flaring Tools 1/4" to 5/8"
3. 1 set Gauges
4. 1 Gauge manifold c/w hoses
5. 1 set combination box and open end wrenches to 1"
6. 1 - 1/4" socket set
7. 1 - 3/8" socket set
8. 3 sizes Robertson screw drivers (No. 6-8-10)
9. 3 sizes Phillips screw drivers
10. 1 - 8' measuring tape
11. 1 pair diagonal cutting pliers
12. 1 - 8" adjustable wrench
13. 1 Ratchet service valve wrench 1/4" and 3/8" sizes
14. 1 - 3/8" bend spring
15. 1 - 1/2" bend spring
16. 1 - 5/8" bend spring

17. 1 Leak detector (halide or bernzometric)
18. 1 Hack saw
19. 1 Ball peen hammer
20. 1 Tube cutter to 1 5/8"
21. 1 Pair needle nose pliers
22. 1 - 10" vice grip or pipe wrench
23. 3 Flat blade screw drivers (1 control size - 2 assorted)
24. 1 Straight cut tin snips
25. 1 Jack knife

**9.05 The Employer shall supply:**

- all pipe wrenches, vices, taps and dies
- all electric tools
- all electric measuring instruments
- all machinist measuring instruments
- all air and gas measuring devices
- all gas containers
- all welding equipment including welders gloves
- specialty tools
- vacuum pumps
- power tools

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**CLAUSE 10.00 -- CHECKOFF SYSTEM AND INDUSTRY FUNDS**

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**Checkoff and Union Dues**

**10.01** 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 percent (1%) of hourly gross wages, not to include fringe benefits (i.e. Holiday pay, Health & Welfare) 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.

**10.02** 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 Journeyman or Apprentice rates, as determined by the Union, and remit this amount as outlined in Clause 10.01.

**Health and Welfare**

**10.03** Effective May 1, 2006 each Employer shall contribute two dollars and sixty-six cents (\$2.66) per hour earned by each Employee by the fifteenth (15th) day of the month following that which contributions cover to the Health and Welfare Plan. 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.

**10.04** Each Employer shall provide each of his Employees with an itemized statement each pay day showing the amount remitted to the Health and Welfare Plan.

- 10.05** 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.
- 10.06** The Employer agrees to submit his payroll records to audit at any time he is required to do so by the Health and Welfare Plan Trustees. The Trustees shall appoint the auditor to conduct the necessary investigation.

#### **Savings Trust Fund**

- 10.07** A Savings Plan Trust Fund (effective May 1, 2007 of six dollars (\$6.00) per hour earned) is established into which the savings contributions will be paid. 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.
- 10.08** 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.

#### **10.09 Rehabilitation Fund**

The Employer shall contribute two cent (\$0.02) per hour earned by all Employees covered by this agreement to the B.C. Construction Industry Rehabilitation Fund in accordance with the standard remittance form provided for in this Collective Agreement.

#### **BCBCBTU Funding**

- 10.10** The Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours earned by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

#### **B.C. Jurisdictional Work Assignment Fund**

- 10.11** The Employer shall contribute one cent (\$0.01) per hour earned for all classifications covered by this Collective 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 Collective Agreement.

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

#### **10.12 Journeyman and Apprenticeship Training Fund**

Effective May 1, 2007 each Employer bound by this Agreement shall contribute to a Journeyman and Apprenticeship Training Fund, the amount of fourteen cents (\$0.14) for each hour earned per month by each Employee working under the terms of this Agreement, whether regular or overtime hours. Contributions specified herein will be made to the Local Union 516. The Trustees of the Journeyman and Apprenticeship Training Committee will publish information pertaining to the number of personnel participating in the training program (Apprentices and Journeymen) on a quarterly basis. The information will be submitted to all

