

REFRIGERATION & AIR CONDITIONING AGREEMENT

Collective Agreement for Service and Maintenance

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY, 2007

BY AND BETWEEN:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC**

On it's own behalf, on behalf of its member employers who have authorized CLRA 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, 2007 to April 30, 2010

INDEX

Clause 1.00	Union Recognition by the Employer	1
Clause 2.00	Management Rights & Responsibilities	1
Clause 3.00	Dispatch	2
Clause 4.00	Apprentices	2
Clause 5.00	Hours of Labour	2
Clause 6.00	Standby Time	3
Clause 7.00	Layoffs/Reductions in Crews	4
Clause 8.00	Basic Minimum Wage Scale and Fringe Benefits	5
Clause 9.00	Foremen	5
Clause 10.00	Tickets	5
Clause 11.00	Vacation & Statutory Holidays	6
Clause 12.00	Tools	6
Clause 13.00	Transportation and Travelling Compensation	6
Clause 14.00	Pay Days	7
Clause 15.00	Check-off System and Industry Funds	7
Clause 16.00	Employer, Worker Status	9
Clause 17.00	Joint Conference Board	9
Clause 18.00	Dispute, Grievance Procedure	10
Clause 19.00	Journeyman and Apprenticeship Training Committee	11
Clause 20.00	No Strike, No Lockout	11
Clause 21.00	Safety Clause	11
Clause 22.00	Vehicles	12
Clause 23.00	Reservation Clause	12
Clause 24.00	Withdrawal of Members	13
Clause 25.00	Uniforms	13
Clause 26.00	Sub-Contracting	13
Clause 27.00	Union Representatives	13
Clause 28.00	Other Conditions	14
Clause 29.00	Regional Wage Rates	14
Clause 30.00	Duration and Amending Procedure	15
Clause 31.00	Savings Clause	15
Appendix "A"	Mainland Wage Package	17
Appendix "B"	Vancouver Island Wage Package	21

The purpose of this Agreement shall be to standardize working conditions of all employees ("Employees") engaged in the repair, service and maintenance of all 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.

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 516 and to engage and employ only members in good standing of this organization in the carrying out of work in connection with the servicing, repair, retrofit and start up of all product refrigeration; heating, ventilating and air conditioning, heat pump, boiler, transport and marine refrigeration; including all secondary refrigerants, piping, controls, equipment and all appurtenances pertaining to the same.
- 1.02** Maintenance and Service work is the work normally performed by contractors, either by contracts or an emergency call basis, who are equipped to handle all work relating to evacuating, 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 ventilation or any other newly installed, remodelled, revamped or redesigned mechanical and/or solar system in operational order. Maintenance and Service shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other Maintenance and Service Work assigned to the Employer by the Customer.
- 1.03** It is understood that the Employer agrees that this is the work encompassing all classes of labour as outlined in this Agreement.
- 1.04** The Employer shall allow time off work for any Employee who is serving on a Union Committee, or Delegate to any conference or function at no cost to the Employer.

CLAUSE 2.00 -- MANAGEMENT RIGHTS & RESPONSIBILITIES

- 2.01** The management of the Employer's business, including but not limited to the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.
- 2.02** The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, or discharge for cause in line with this Agreement.
- 2.03** The Employer has the right and responsibility to designate methods and procedures in writing as to how work is to be completed following job specifications, applicable safety regulations, Safety System Review Act, the WorkSafe BC Regulations, and all applicable Acts.
- 2.04** Employers shall have written policies governing employer/employees responsibilities, which both parties will adhere to and which shall be posted. An Employee shall adhere to the Employer's Company policy providing the Company policy does not conflict with this Agreement. Conflicts, if any, shall be referred to the Joint Conference Board.

CLAUSE 3.00 -- DISPATCH

- 3.01** The Employer shall employ only members in good standing who have been cleared and dispatched by Local Union 516. The Employer shall have the right to name request one hundred (100%) of the members of the union required. All persons dispatched must possess a dispatch slip signed by the Business Manager before commencing work.
- 3.02** 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.
- 3.03** Should the Local Union 516 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 Employer agrees to notify Local Union 516 when such help is required. This provision shall include all classes of labour. i.e. Journeymen, Apprentices, and Welders.
- 3.04** On work covered by this Agreement which can normally be performed by an Apprentice and where such work would be beneficial to the training of the Apprentice, Apprentices in their final two (2) years may be assigned to work alone. Any question arising as to the assignment of work under this paragraph shall be referred to the Joint Conference Board provided for in Clause 17 for decision.
-

CLAUSE 4.00 – APPRENTICES AND HELPERS

- 4.01** Each Employer shall employ Refrigeration Apprentices when available on work covered by this Agreement on the ratio of not more than one (1) Apprentice to one (1) journeyman and at least one (1) apprentice to 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. The Journeyman and Apprenticeship Training Committee may, by mutual agreement, reduce the Apprentice to Journeyman ratio on application by the Employer. The Parties recognize the importance of training to the industry and therefore all Apprentices shall attend the JARTS School when scheduled and assigned to do so.
- 4.02** The Employer shall report to the Journeyman and Apprenticeship Training Committee at six (6), twelve (12) months and upon termination/layoff their assessment of apprentice competency. It is understood that Apprentices retain seniority rights as per Clause 7 of this agreement.
- 4.03** It is understood that the Employer has the right to train the Apprentice in all facets of the work (i.e. service, maintenance, installation). Apprentices shall work under the supervision of a journeyman.
- 4.04** A helper may be employed by the Employer to assist journeypersons and apprentices on the basis of one (1) for each ten (10) journeypersons and apprentices or one per company, whichever is the greater. Helpers shall not work alone. If the Helper meets the expectations of the Employer to become an apprentice, the Helper will be granted three (3) months time credit towards apprenticeship. 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.
-

CLAUSE 5 -- HOURS OF LABOUR

- 5.01** 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.
- 5.02** Where it is mutually agreed between the Employer and the Employee, an Employee's normal work week may include Saturday as a normal straight time day and his other day off would be on an overtime basis if

he is required to work that day. The Employer agrees to guarantee eight (8) hours pay at the straight time rate for work performed on Saturdays when this paragraph becomes operative. Such work to be pre-scheduled and days off to be consecutive.

- 5.03** The standard hours of work are 8:00 a.m. to 4:30 p.m. These hours of work may be staggered with agreement of the Employee in any shop, although each Employee shall have a set starting and quitting time. Start times to be between the hours of 7:00 a.m. and 10:00 a.m. and shall be established for a minimum of five (5) consecutive working days. This shall not exclude the setting up of extra shifts.
- 5.04** A compressed work schedule of four (4) ten (10) hour shifts at straight time rates, either Monday through Thursday or Tuesday through Friday, may be established if mutually agreed by the Employer and the Employees.
- 5.05** In the event of it becoming necessary to work more than one shift, such extra shifts or shift shall be for a minimum period of three (3) nights or until completion of the job, whichever first occurs. Employees engaged for such shifts shall receive a two (2) dollar per hour premium for such work. No Employee shall work through two (2) consecutive shifts in any calendar day.
- 5.06** If an employee reports for work and the Employer has failed to notify the Employee previously that the Employee's services are not required, the Employee 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.
- 5.07** All service 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 for the first three (3) hours after the Employee's quitting time, after which double time rates shall apply. Overtime on such extra shifts as may exist shall be computed on the same basis. If the Employee is required to work over ten (10) hours in one shift, the Employer will reimburse the Employee for the reasonable cost of the meal, (a ten (10) dollar limit), based on the supply of receipts.

All work carried out on Saturday except as provided for in Clause 5.02 and, except as provided for in Clause 11.03, Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate of double time. All construction work carried out by Employees in excess of the hours set forth shall be considered as overtime.

- 5.08** Employees shall be granted a paid "Coffee Break" once in the morning and once in the afternoon.

CLAUSE 6.00 -- STANDBY TIME

- 6.01** When an Employee is required by the Employer to standby and be available to perform emergency work outside of the scheduled hours or work he shall be paid the following:
- | | |
|-----------|---|
| Monday | 1 hr at straight time plus actual hours worked at the prevailing rate. |
| Tuesday | 1 hr at straight time plus actual hours worked at the prevailing rate. |
| Wednesday | 1 hr at straight time plus actual hours worked at the prevailing rate. |
| Thursday | 1 hr at straight time plus actual hours worked at the prevailing rate. |
| Friday | 1 hr at straight time plus actual hours worked at the prevailing rate. |
| Saturday | 1.5 hrs at straight time plus actual hours worked at the prevailing rate. |
| Sunday | 1.5 hrs at straight time plus actual hours worked at the prevailing rate. |

Should an Employee on Standby take a call out, the Employee will be paid for the call out and not for the Standby time for that day.

- 6.02 The parties recognize the need to provide emergency service; however, the Employee retains the right to refuse standby time within reason.
- 6.03 Standby time will be paid on the basic hourly rate exclusive of all benefits and tickets.
- 6.04 Where the Employee wishes, these moneys may be contributed to the individual's savings plan.
- 6.05 The Employer shall not be liable for over contributions into an Employee's savings plan.

CLAUSE 7.00 -- LAYOFFS/REDUCTIONS IN CREWS

- 7.01 Upon termination or layoff, the employee will be allowed one (1) hour with pay to pick up his tools. The Employer will provide transportation to the Employee's residence for the Employee and his tools in those cases where the Employee operates an Employer supplied vehicle.
- 7.02 Employees shall be given their Employment Insurance Separation Certificate at time of termination or lay off on the job, or where possible arrangements made whereby their cheque and Employment Insurance Separation Certificate will be mailed to them not later than the following day.
- 7.03 Should it be necessary to reduce the working forces on the job or in the shop, the Employer shall lay off due to a shortage of work in the following sequence:
- (a) The Potential Member (Permit)
 - (b) The Travel Card Members
 - (c) Members of Local 516. Layoff shall be on the basis of last hired, first to go. Determination shall be as dated on Local 516 dispatch slip. It is recognized that due to employees having special skills in the refrigeration trade, circumstances may arise where there is a need to lay-off out of sequence. If agreement cannot be reached between the Employer and the Union, disputes will be referred to the Joint Conference Board.
- 7.04 It is understood that Employees laid off under these circumstances shall be the first person(s) rehired when work picks up again in this sector of the trade.
- 7.05 If the Employer finds it necessary to keep the Travel Card or Permit Man employed, then in such case he shall consult the Business Manager of the Union and receive his permission to do so.
- 7.06 Employees do not retain seniority rights until they have completed twelve months of employment, severance pay provisions will however continue to be required after three (3) months employment as per the Employment Standards Act.
- 7.07 Employment Standards Act provisions regarding the liability resulting from length of service:
- (1) After three (3) consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
 - (2) The employer's liability for compensation for length of service increases as follows:
 - (a) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages

- (b) after 3 consecutive years of employment, to an amount equal to 3 weeks' wage plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.
- (3) The liability is deemed to have been discharged if the employee
- (a) is given written notice of termination as follows:
 - (i) one weeks' notice after 3 consecutive months employment
 - (ii) 2 weeks' notice after 12 consecutive months of employment
 - (iii) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice
 - (b) is given a combination of written notices under subsection (3) (a) and money equivalent to the amount the employer is liable to pay, or
 - (c) terminates the employment, retires from employment, or is dismissed for just cause
- (4) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by
- (a) totalling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work
 - (b) dividing the total by 8, and
 - (c) multiplying the result by the number of week's wages the employer is liable to pay.
- (5) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary lay-off is deemed to have been terminated at the beginning of the layoff.

CLAUSE 8.00 -- BASIC MINIMUM WAGE SCALE AND FRINGE BENEFITS

- 8.01 Under the terms of this Agreement both parties shall agree to the following minimum rates outlined herein. **See Appendix "A" on page 17.**
-

CLAUSE 9.00 -- FOREMEN

- 9.01 When the Employer employs five (5) or more members of Local 516 on a job site or in a service shop, 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 fifteen percent (15%) above his regular wage rate for each hour he works as a General Foreman.
-

CLAUSE 10.00 -- TICKETS

- 10.01 When a Refrigeration T.Q. holder has a "B" Gas Ticket he shall be paid eighty cents (\$0.80) above his regular rate of pay. When a Refrigeration T.Q. holder has an "A" Gas Ticket and/or an "RE" Electrical Ticket he shall receive eighty cents (\$0.80) in addition to his regular rate of pay, when used. The maximum premium paid to any Employee will be two dollars (\$2.00) per hour when an Employee is using "A" Gas or "RE" Electrical Tickets. The "A" Gas Ticket or "RE" Electrical Ticket premiums are to be paid

only if the Employer requires the Employee to have the Ticket. If the Employer is working in a facet of the trade where no Ticket is required, the Tickets are not paid for. Ticket payment will be effective from the date the Ticket is issued.

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

CLAUSE 11.00 -- VACATION AND STATUTORY HOLIDAYS

- 11.01** Employees shall receive combined Holiday and Vacation Pay as outlined in Clause 8.01. This shall represent three weeks annual vacation, and Statutory Holidays. The recognized "Statutory" Holidays are: New Year's Day, third Monday in February (Heritage Day) which may be worked at straight time with the preceding or following Monday to be taken in lieu, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B.C. Day, B.C. Day, 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.
- 11.02** 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 11.01 above (Easter Weekend, B.C. Day Weekend, Labour Day Weekend).
- 11.03** When Statutory Holiday falls on a Saturday or Sunday, the following work day or days shall be taken off in lieu.
- 11.04** When an Employee is required to work on Statutory Holidays recognized by this Agreement he shall be paid double time for all hours worked and shall receive one (1) day in lieu without pay.
- 11.05** Vacation and Statutory Holiday Pay shall be paid every payday.
- 11.06** The Employees shall receive three (3) weeks annual vacation which may be taken in more than one period but shall not be unduly fragmented.
- 11.07** Holidays taken during the time period June 1 to September 30 shall be approved on a seniority basis so that they do not adversely affect the operations of the Employer.

CLAUSE 12.00 -- TOOLS

- 12.01** 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 at the rate of eighteen cents (\$0.18) per day per one hundred dollars (\$100.00) value of tools based on a minimum value of \$3,000.00. The Employees shall endeavour 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 agreed to between the Employer and the Employee. This coverage will only apply in cases of fire or theft by forced entry.

CLAUSE 13.00 -- TRANSPORTATION AND TRAVELLING COMPENSATION

- 13.01** Employees sent out-of-town shall receive their board and transportation to and from such work. When it is necessary for the Employee to make an overnight stay on out-of-town work, he shall be supplied room and board or paid a subsistence allowance of ninety-five dollars (\$95.00) per day effective May 1, 2007 and one hundred dollars (\$100.00) per day effective May 1, 2009 or upon receipt of vouchers covering reasonable expenditures. Payment shall be made on actual overnight stays, with meal costs provided for additional day only travel.
- 13.02** Traveling Time by Public Transportation during normal working week shall be paid for at the rate of single time based on eight (8) hours in twenty-four (24) hours. Two (2) hours straight time to be paid going and

