

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.

11.8.1 Pension Plan Trustees

Trustees of the Pension 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 Pension 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 Mechanical Industrial Relations Association and Local Union 170.

11.9 Journeyperson Training and General Industry Promotion Fund (JTIP)

Effective August 6, 2002, each Employer shall contribute ten cents (\$0.10) per hour earned by each Employee working under the terms of this Agreement to the Journeyperson Training and General Industry Promotion Fund. This fund to take care of the already established requirements regarding applicable tickets, welding tests and collective agreement stipulated accessories, supervisor training related programs, and joint industry initiatives and such other items to which the Parties subsequently agree. For the purpose of determining tickets and tests, this is defined as covering costs of Welding Tests, Gasfitters, Plumbers, Steamfitters/Pipefitters, Oil Burner Mechanics and Sprinklerfitters annual ticket renewals required for the performance of their work, other than the original B.C. Provincial Certification (first pressure ticket or Certificate of Competency), and for such other functions as established by the Trustees of this Fund. Operation of this Fund shall be governed by the Trustees of the Journeyperson Training and General Industry Promotion Fund; such Trustees to be selected in accordance with this Agreement.

11.9.1 Journeyperson Training and General Industry Promotion Fund Trustees

The new JTIP fund trust agreement will recognize joint and equal trusteeship with the Local Union in the chair and a deciding vote on the issues, unless otherwise agreed to herein. Trustees of the Journeyperson Training and General Industry Promotion Fund shall be six (6) in number, comprising three (3) Union nominees and three (3) Mechanical Industrial Relations Association nominees. The Chairperson shall be a Union nominee. A quorum shall consist of four (4) members. The Chairperson presiding at such meetings shall have a second or casting vote in the event of a tie. The complete policies, management and control of this Fund will be controlled by this Board of Trustees. Prior to major changes in policy by the Journeyperson Training and General Industry Promotion Fund Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund shall be used for the purpose of and in accordance with the new Trust Agreement between the Mechanical Industrial Relations Association and Local Union 170.

The Parties agree that the contract costs of an industry research person will be borne equally by the JTIP fund and the MIRA fund, for the term of this Agreement if one is required.

11.10 Mechanical Industrial Relations (MIRA) Fund

Effective August 6, 2002, the MIRA fund, will be funded through a twenty seven cent (\$0.27) per hour earned contribution for all hours worked by all Employers signatory to this agreement. This fund will have Employer only administration.

11.11 Contract Administration Fund

Effective July 15, 2005, all signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payments to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers.

11.12 Working Dues Check-off

The Employer shall deduct for a Working Dues Check-off an amount of two and one-half percent (2.5%) of hourly gross wages or any additional amount under Resolution passed by the General Membership of the Union, not to include fringe benefits (i.e. Holiday Pay, Health and Welfare, Pension) earned by all Employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of the Union, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each Employee shall submit a written Authorization to their Employer as a condition of employment which shall be supplied by the Union.

Collection of the Working Dues Check-off shall come under the same provisions that govern "The Piping Industry Trust Funds", Section 11.16.

11.13 Construction Industry Benefit Funds:

Each Employer shall contribute ten cents (\$0.10) per hour earned, by each Employee working under the terms of this Agreement, to the following Funds or Plans:

B.C. Jurisdictional Work Assignment Plan	\$0.01
Rehabilitation Fund	\$0.02
Local 170 Affiliation Fund/Local 170 Benefit Fund	\$0.06
BCBCBTU Fund	\$0.01

11.13.1 BC Jurisdictional Work Assignment Plan

Employers shall provide funding of one cent (\$0.01) per hour for all hours earned by Employees covered by this Agreement to the Jurisdictional Work Assignment Plan Fund in accordance with the Standard Remittance Form. Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JA Plan), the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

11.13.2 Rehabilitation Fund

Employers shall provide funding of two cents (\$0.02) per hour for all hours earned by Employees covered by this Agreement to the BC Construction Industry Rehabilitation Fund in accordance with the Standard Remittance Form.

11.13.3 Local 170 Affiliation Fund/Local 170 Benefit Fund

The Local 170 Affiliation Fund/Local 170 Benefit Fund is made up of the following:

- (a) the Affiliation Fund
- (b) the Local 170 Defence Fund
- (c) the Jury Duty Fund

11.13.4 BCBCBTU Fund

Effective August 6, 2002, Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JA Plan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

11.13.5 Fund Operations

Operation of these funds shall be governed by the Trustees so appointed by their respective bodies.

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.

11.14 Piping Industry of B.C. Indemnity Fund (PIIF)

The funding of this Section shall be paid for by a contribution of one cent (\$0.01) per hour by the Employer for each hour earned by each Employee to the J.T.I.P. in accordance with the Trust Document.

Parties to this Agreement jointly recognize a need to provide a measure of protection to Employees whose earnings or other contractual obligations may be left unsatisfied by reason of default on the part of their Employers. For the purpose of meeting such need, the parties hereto agreed to the provisions of the Piping Industry of British Columbia Indemnity Fund which shall be available for the satisfaction of legitimate claims as expeditiously as possible presented by Employees employed under the terms and conditions of this Agreement.

11.15 Supplementary Unemployment Benefit (SUB) Fund

Effective May 1, 1994, each Employer shall contribute ten cents (\$0.10) per hour earned to the SUB Fund.

11.16 Payment of Trust Fund Contributions and Working Dues Check-off

Contributions to the foregoing Funds and Working Dues Check-off shall be due and payable in the Union office and shall be made in regular monthly remittances, cheques payable at par to the Trust Company or Trust Account designated by the Trustees of the Funds and, in case of Dues Check-off, the Financial Secretary of the Union. All such cheques shall be mailed in accordance with such procedure as are prescribed by the Trustees.

All contributions to the Funds shall be due and payable on or before the 15th day of the calendar month following the month in which the obligation arose to pay the contributions. The monthly contributions shall arise as agreed upon in any existing or future collective agreements and shall include all obligations which have arisen for work performed by an Employee up to and including the last day of the preceding calendar month.

Each monthly contribution shall be accompanied by a report form as prescribed by the Trustees of the Funds, and should the Employer have no Employees during the month for which contributions would be owing and payable, they shall submit a "NIL" report indicating that they have no Employees working under the terms of this Agreement.

11.17 Delinquent Payments and Inspection

The duly appointed representative of the Joint Conference Board (payroll verifier) shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable, in addition to the contributions, for the cost of such inspection and audit.

It is agreed that timely contributions to the Trust Funds provided for in this Agreement are essential for the protection of the beneficiaries. It is also agreed that delinquency and continued failure to remit these contributions to the Trust Funds is a breach of the Agreement under which the Employer is bound and it shall not be a violation of this Agreement for the Union to remove Employees covered by the terms of this Agreement from the jobs of a delinquent Employer.

The payroll verifier function will be administered by the Union. The Parties agree that policy issues regarding the payroll verifier will be determined on a joint and equal basis.

Delinquency or failure to pay and/or remit contributions to the Trust Fund shall be dealt with as follows:

11.17.1 The Union shall advise the Employer within seventy-two (72) hours, in writing, of any delinquency.

11.17.2 If the Employer fails to respond within seventy-two (72) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

SECTION 12 - NON-UNION WORKERS AND MATERIALS

12.1 The Union reserves the right to render assistance to other labour organizations. Refusal of Union members to work with non-Local 170 workers performing work within Local 170's trade and territorial jurisdiction, shall not be deemed a breach of this Agreement, if this work is under the Employer's control. In all such cases of refusal the Joint Conference Board will be given prior notice and a meeting held if requested.

SECTION 13 - ACCESS TO JOBS BY UNION

13.1 The Business Representative of the Union shall have access to all jobs and shops at all times during working hours.

SECTION 14 - COMPLIANCE WITH HEALTH & SAFETY REGULATIONS

14.1 It is understood and agreed that the Employers and the Union shall at all times comply with the Occupational Health and Safety (OHS) Regulations made pursuant to WorkSafe BC, and any refusal on the part of the worker to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

14.2 The Employer shall notify the Union and shall endeavour to notify the Employee's family in the event of a fatality.

SECTION 15 - DRUG & ALCOHOL POLICY

15.1 The parties agree to establish a Drug and Alcohol Policy Committee ("the DAP Committee") which once established on terms mutually agreeable between the parties will develop a Drug and Alcohol Policy for recommendation to the BCBCBTU and CLR.

SECTION 16 - CUSTOMER LABOUR DISPUTES

- 16.1** When a dispute between the Customer and their Employees may result in legal picketing, the signatory Employer shall transfer or terminate their Employees as if the job were completed and pay all transportation fares back to the point of dispatch. When a job is re-opened, the Employer has the right to recall all Employees who were on the job at the time of the shutdown. It is understood that this Section is applicable only once per labour dispute on any particular jobsite. This Section shall not apply to informational picketing.

SECTION 17 - SAVINGS CLAUSE

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

SECTION 18 - ENABLING

- 18.1** The Local Union Conference Board, in conjunction with the Employer's representative or the Employers bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement and in writing, amend or delete any terms or conditions of this Agreement for the length of a specific job.

It is understood and agreed that any amendments or deletions to any terms and conditions of this Agreement made pursuant to this Section, will apply only to the specific job identified by the Parties and that when the job that is the subject of special terms agreed to pursuant to this Section is completed, all regular terms of this Agreement will be reinstated.

In the event that a job that is the subject of special terms agreed to pursuant to this section continues in progress beyond the expiration of the term of this Agreement, any special terms which apply to the job will continue to apply beyond the expiration of the term of this Collective Agreement, but only until a new Agreement is agreed to, unless the Union agrees otherwise at the time of bidding.

No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

SECTION 19 - TERM OF AGREEMENT

- 19.1** This Agreement shall be binding upon and inure to the benefit of each Employer who signs this Agreement or upon whose behalf it is signed and Local Union 170. It is recognized by the Parties that the terms and conditions of the 2000-2004 Agreement were in effect until such time as the Parties signed Memorandums for parts of this Agreement that were subsequently enabled into place to the mutual benefit of the Parties. It is further agreed by the Parties that this Agreement shall be in effect until the 30th day of April, 2010, and thereafter from year to year unless it is terminated by either Party giving to the other written notice that the Agreement shall be terminated on the Anniversary Date of the Agreement at least three (3) months prior to the Anniversary Date. Provided, however, that in the event that notice that the Agreement will be terminated on its next Anniversary Date has been duly given and no collective agreement has been concluded by the date of termination, this Agreement shall nevertheless continue in full force and effect to be binding upon each Employer and their or its Employees until such Employer has locked out their or its Employees or their or its Employees have gone on strike, whichever first happens.

The Joint Conference Board shall convene within thirty (30) days of the giving of such notice and deal with the said notice.

19.2 The operation of Section 50 (2) and (3) of the Labour Relations Code of BC is hereby excluded.

19.3 The following Part B – Commercial/Institutional Terms and Conditions, and Part C – Industrial Terms and Conditions, form part of this Agreement which the parties herein have agreed to and herein sign.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION 170

LETTER OF UNDERSTANDING

Construction Labour Relations Association of B.C., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170, and Mechanical Industrial Relations Association hereby agree to this Letter of Understanding being attached to and forming part of this Collective Agreement between Construction Labour Relations Association of B.C. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170. The Parties hereby agree:

1. Construction Labour Relations Association of B.C. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170 hereby agree that their members who are bound to the Collective Agreement shall abide by the decisions of the Joint Conference Board.
2. Construction Labour Relations Association of B.C. shall recognize and accept the appointment of Employer members to the Joint Conference Board as made by Mechanical Industrial Relations Association.
3. Construction Labour Relations Association of B.C. shall recognize the sole right of Mechanical Industrial Relations Association to appoint Employer Trustees and change Employer Appointees and Employer Trustees on the various Trust Funds established in this Agreement.
4. Mechanical Industrial Relations Association hereby agrees to appoint Employer members to the Joint Conference Board and to appoint Trustees as provided in the Collective Agreement.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

MECHANICAL INDUSTRIAL RELATIONS
ASSOCIATION

SIGNED ON BEHALF OF:

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION 170

Part B
COMMERCIAL INSTITUTIONAL WORK
TERMS AND CONDITIONS

SECTION 1 - HOURS OF WORK

- 1.1 On the first shift or regular day shift the hours of work shall be from 8:00 am to 4:30 pm from Monday to Friday inclusive with one-half (1/2) hour for lunch, except where it is mutually agreed to take one (1) hour for lunch, then the working day shall end at 5:00 pm. (The above hours of work may be varied without penalty to comply with Provincial Fire Regulations or Fire Regulations established by the holder of a Timber License.) No Employee shall be employed for more than forty (40) hours per week without the sanction of the Business Manager or Business Representative of the Local Union. (Overtime sanction shall not be unreasonably withheld.)

SECTION 2 - REST BREAKS

- 2.1 On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. On shifts of ten (10) hours, the Employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) 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 rest breaks will be ten (10) minutes each as per the shift schedules. If a *second paid meal break* is provided, it will be provided at prevailing rates, and the third rest break shall not be taken.

SECTION 3 - OVERTIME

- 3.1 All work done in excess of these hours shall be considered overtime and paid for at one and one-half (1-1/2) the regular rate of pay for the first two (2) hours Monday through Friday and the first eight (8) hours on Saturday and double time thereafter. Sundays and all Statutory Holidays will be paid at double time rates.

SECTION 4 - COMPRESSED WORK WEEKS

- 4.1 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or the Tuesday through Friday period.
- 4.2 Where this option is worked, all hours worked in excess of ten(10) hours per day, shall be paid at two (2) times the applicable rate of pay. When a fifth (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1½) times the applicable rate of pay. When a sixth (6th) day is worked (Saturday), the first eight (8) hours shall be paid at one and one-half (1½) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay.
- 4.3 If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premiums will apply.
- 4.4 Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the preceding Thursday shall be the observed day off unless varied by mutual consent. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the following Tuesday shall be the observed day off, unless varied by mutual consent. Either of these "observed" days, if worked shall be at two times the regular rate and the regular "5th day" in either case can be worked at one and one half

times the regular rate. When a statutory holiday falls in the work week, the Union and the Employer shall mutually agree to the work schedule for that week.

SECTION 5 - START AND STOP TIME VARIANCES

- 5.1 It is mutually agreed that the starting and stopping time may be varied by one (1) hour, earlier or later than the normal 8:00 am start, at the Employer's discretion.
- 5.2 An Employee who reports for work and for whom no work or less than four (4) hours' work is available, shall receive not less than four (4) hours' pay at the prevailing rates unless they have been notified by the Employer before leaving home not to report. No callout on any day (Saturday and Sunday included) shall be paid at less than four (4) hours at the prevailing rates on any work.
- 5.3 Any Employee who works more than four (4) hours on their regular scheduled shift and is sent home for any reason by the Employer shall be paid for the remainder of this shift at prevailing rates. This Section does not contravene Section 16.6.3.

SECTION 6 - STATUTORY HOLIDAYS

- 6.1 The following are recognized Statutory Holidays. A letter will be sent annually by CLR and UA Local 170 with proper dates.

New Year's Day	British Columbia Day
Third Monday in February (Heritage Day)	Friday preceding Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday preceding British Columbia Day	Boxing Day

or any day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia (See Section 3 - Overtime). The third Monday in February (Heritage Day) and the Friday preceding Labour Day may be worked at straight time rates, with an alternate day scheduled off in lieu, as mutually agreed between the Employer and the Employee.

- 6.2 Any Employee working in the Yukon Territory shall further receive payment at the rate of double time for hours worked on Discovery Day or any new holiday declared by the Government of the Yukon Territory.
- 6.3 Any holiday falling on a Saturday or Sunday shall be observed the following work day(s). No Employee shall be required to work on Labour Day except for the preservation of life or property.
- 6.4 The Joint Conference Board holds the right to determine the terms and conditions for Industry Holiday Shutdowns. Whereupon their decisions on these terms are final and binding upon the Parties involved.

SECTION 7 - SHIFTS

7.1 Scheduling of Shifts

- 7.1.1 The Employer may schedule an afternoon and/or night shift if/as required.
- 7.1.2 Three (3) consecutive days shall be necessary to constitute an afternoon or night shift, where these shifts are not maintained for these consecutive working days, all time will be paid at two times the regular scheduled rate of pay.

