

UNITED ASSOCIATION LOCAL 324 COMMERCIAL/INSTITUTIONAL AGREEMENT

ARTICLES OF AGREEMENT mutually entered into

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

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

PARTY OF THE FIRST PART

AND:

LOCAL UNION NO. 324 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

May 1, 2004 to April 30, 2010

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This Collective Agreement shall apply to all work performed within the geographical jurisdiction of U.A. Local 324, with the exception only of work specifically defined in the U.A. Local 324 Industrial Collective Agreement. Work specifically described in the Industrial Agreement shall be performed under the provisions of that Collective Agreement.

As a condition of signing this Agreement, the Employer agrees to execute the Industrial Agreement and the Service Agreement should the Employer engage in work falling under either Collective Agreement.

With a view to promoting the business of heating and sanitation in order to allow those trades to ensure a standard of efficiency for the protection of the public and for those persons engaged in such business, by establishing and maintaining of fair conditions and settling of differences that may arise between those who are parties to this Agreement and to maintain industrial peace.

It is the intention of the parties to this Agreement that through increasing the knowledge and skills of the members of the Mechanical Construction Industry and through the use of new methods and means of production and goals of increased availability of annual working hours for members of Local 324, increased productivity for the Industry and a betterment of standard of living for all members of the Industry will be obtained.

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 with the Party of the Second Part."

ARTICLE 1.00 -- RESERVATIONS TO MANAGEMENT

- 1.01** The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products and materials are solely the responsibility of the Employer.
- 1.02** The Union recognizes the right of the Employer to hire, promote, discipline or discharge any Employee subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 1.03** The Employer agrees that he will not exercise his management rights for the purpose of restricting or limiting the rights of his Employees herein granted.

ARTICLE 2.00 -- HOURS OF WORK

- 2.01 (a)** The hours of labour shall be eight (8) hours per day between 7:00 a.m. and 5:00 p.m. Monday to Friday inclusive, with one-half ($\frac{1}{2}$) hour for lunch.

(b) Compressed Workweek

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) hours days are scheduled during the Monday through Thursday period or the Tuesday through Friday period. Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When the fifth (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1-1/2) 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. If the Employer exercises an afternoon or night shift on the compressed workweek format afternoon or night shift premiums will apply.

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 a Monday, the following Tuesday shall be the observed day-off, unless varied by mutual consent. When a statutory holiday falls in the workweek, the Union and the Employer shall mutually agree to the work schedule for that week.

2.02 Rest Break

On a regular shift, two (2) ten (10) minute rest breaks may 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 break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of the 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) hours will be provided at the end of eight (8) hours, to be paid at straight time rate. If a second meal break is provided, the rest breaks will revert to ten (10) minutes each and the third rest break will not be taken. All additional meal breaks will be paid at the prevailing rates. Both parties agree there shall not be abuses in respect to the time taken for rest breaks

2.03 Forty (40) hours shall constitute the working week and all hours worked in excess of forty (40) hours per week shall be considered overtime.

2.04 In the event of it becoming necessary to work more than one (1) shift on a job, the second shift shall be paid for at the rate of eight (8) hours pay for seven and one-half (7 ½) hours work. The third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work. Three consecutive work days shall constitute an afternoon or night shift. On any shift operation in excess of 10 hours per shift, a meal will be provided at straight time. No Employee will be permitted to work two (2) continuous shifts in any calendar day. Employees shall be given forty-eight (48) hours notice prior to commencement of shift work.

ARTICLE 3.00 -- OVERTIME AND WORK ON HOLIDAYS

3.01 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

3.02 Work on Sunday and the following holidays shall be paid for at double time rate: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Friday preceding B.C. Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas 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.

On all commercial/institutional projects, the third Monday in February (Heritage Day) and the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the employer and the employee.

Local Union 324 will be notified if the members are working either of the above statutory holidays.

3.03 When overtime is required before or after the regular hours of work exceeding two (2) hours, Employees shall receive one-half (½) hour lunch period at the straight time rates. If the Employee is not informed of the overtime before the end of his last shift, the Employer will supply a meal. The Parties agree that, in extenuating circumstances, should the Employer not be able to provide the meal in the overtime meal situation as identified herein, the Employer will compensate the Employee in an amount of thirty dollars (\$30.00). If overtime of more than four (4) hours is worked, the Employer shall supply a meal every four

(4) hours with no loss of time.

ARTICLE 4.00 -- TOOLS

4.01 Effective May 1, 1991 employees shall supply the following tools:

- | | | |
|------------------------------|------------------------------|----------------------------------|
| 1. Tool Box | 2. Hacksaw | 3. Channel Lock Pliers |
| 4. Aviation Tin Snips | 5. 3/4" Cold Chisel | 6. Plumb Bob |
| 7. Keyhole Saw | 8. 6" Pliers | 9. #104 Rigid Cutters |
| 10. #5 Rigid Cutter | 11. #2 Rigid Cutter | 12. 3/8 Bending Spring |
| 13. 5/8 Bending Spring | 14. Striker | 15. 14" Rigid Pipe Wrench - /SM |
| 16. 12" Rigid Pipe Wrench | 17. Ball Peen Hammer | 18. Claw Hammer |
| 19. 12" Crescent Wrench | 20. 10" Crescent Wrench | 21. 8" crescent wrench |
| 22. Utility Knife | 23. Slot Screwdriver | 24. Slot Screwdriver 6 |
| 25. Philips Screwdriver | 26. #1 Robertson Screwdriver | 27. #2 Robertson Screwdriver |
| 28. #3 Robertson Screwdriver | 29. Uni Driver | 30. 1/4" Ratchet |
| 31. 5/16" Shallow Socket | 32. 51/16" Deep Socket | 33. 5/16" Nut Driver |
| 34. 1.4" Nut Driver | 35. Set of Allan Keys | 36. Chalk Line 37. 6" Vice Grips |
| 38. Basin Wrench | 39. Wire Brush | 40. 3/8" Pin Setter |
| 41. Stanley Nail Puller | 42. Bastard File | 43. 1/2" Thread Brush |
| 44. 3/4" Thread Brush | 45. 1" Thread Brush | 46. Flux Brush |
| 47. Offset Rigid Pipe Wrench | 48. 1" Wood Chisel | 49. 3/8" Cordless Drill |
| 50. 1/2 & 3/4 Crimpers | | |

4.02 Loss of Tools

The Company will replace Employee's personal tools with tools of equal value in cases where it can be verified that the tools were lost in a fire, or stolen. Each Employee shall provide an inventory of his tools on a form supplied by the Company to be eligible for replacement. Tools will be stored on site in a Company steel gang box with lock.

ARTICLE 5.00 -- TRAVEL TIME AND ALLOWANCE

5.01 For the purpose of establishing travel time and mileage, there shall be a "Free Zone" of:

- (a) A forty-five (45) kilometer circle from the Victoria City Hall.
- (b) A forty-five (45) kilometer circle from the Employer's shop in the municipality in which the Employer's business license is issued for those Employers who wish to designate it as their free zone which must be done at the time of signing this Agreement.
- (c) Employers whose place of business is outside the jurisdiction of Local 324 will have "Victoria" designated as their free zone.

5.02 In going to work outside the Employer's "Free Zone" and returning daily the Employees will be paid for the time consumed between this point and the job, providing they are on the job for a minimum of eight (8) hours.

5.03 When Employees are requested to use their own vehicle by the Employer, they shall receive an allowance of fifty (\$0.50) cents per kilometre for the first 5,000 km and forty-five (\$0.45) cents thereafter. If living closer to job than distance from the Employer's "Free Zone" to the job. Such lesser mileage shall apply.

- 5.04** Employees directed or dispatched to a project from which they do not return to their residence daily shall be paid a travel allowance for initial travel and transportation to the project and return from their designated dispatch point, based on the following:

The Employer shall pay an initial and terminal travel allowance of fifty (\$0.50) cents per kilometre by the most direct route to any Employee who is directed to an out-of-town project. The parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. No additional payment or reimbursements for travel or incurred expenses shall be required.

- 5.05** Where a living out allowance in lieu of first class room and board is agreed to by the Union and the Employer, it will be paid for seven (7) days per week and the Employee will be required to report to the job. When an Employee is absent without a reasonable excuse no living out allowance will be paid.

For Employees traveling from ninety (90) kilometres from the job, and where there is no camp accommodation, the Employee shall choose:

- (a) Living out allowance on the basis of \$95.00 per day (7 days)
- (b) First class room plus \$52.50 per day meal allowance per day worked

The ninety five dollars (\$95.00) LOA will increase by five dollars (\$5.00) effective May 1, 2009. No other costs will be borne by the Employer for the Employees choosing this option.

The meal allowance on option (b) will increase to fifty-five dollars (\$55.00) per day effective May 1, 2009.

It is further agreed by the parties that under the room plus meal allowance option, if the Employer supplied accommodation is more than forty-five (45) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometre formula measured from the accommodation to the thirty kilometre zone and back to the accommodation.

- 5.06** No Employee must use his personal car for the transportation of Employers' tools and/or materials. Ownership of a car shall not be considered as a condition of employment.
- 5.07** If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board he shall be paid the full day's travel expense allowance in accordance with this Clause, but only wages for time actually worked.
- 5.08** If the Employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job he shall be paid the full day's travel expense allowance and wages for the day of the accident.

5.09 Paid Parking

Members of Local 324 who have been directed to work on a project site, and where the member has to pay for parking, will be reimbursed the pro-rated amount of cost for parking should the member be requested to leave said project and move to another job site location. The Employee must present the Company with a valid receipt.

ARTICLE 6.00 -- MEMBERSHIP IN UNION

- 6.01** Only Journeymen members of the Local Union No. 324 and duly indentured Apprentices, under the supervision of Journeymen, shall install any materials or handle the tools of the trade.

6.02 All Employees, including Apprentices, must have a clearance or dispatch slip from Local Union No. 324 before being hired.

ARTICLE 7.00 -- UNION SHOP

7.01 The parties of the first part agree that only members of the United Association in good standing will be employed on work being installed by such parties under the jurisdiction of this Local Union. If the Local Union is unable to supply qualified Journeymen, then the Employer has the privilege of employing Journeymen as required who must qualify and become members of Local Union 324 within thirty (30) days.

7.02 Any Employee who is working as a potential member and who the party of the second part requests that he be replaced by a member of Local 324 who is acceptable to the Employer, shall be laid off and such traveling time and expense incurred transporting the potential member to and from the job shall be paid for by the potential member.

7.03 It shall be the policy of the Employer to endeavour where there are five (5) or more Journeymen employed by an Employer that every fifth Journeyman shall be fifty (50) years of age or over, if available, providing such older worker is acceptable to the Employer.

ARTICLE 8.00 -- TERMINATIONS

8.01 When an Employee is unfit for work, in the opinion of his Supervisor, he shall be discharged and forfeit travel fare and allowance.

8.02 Should it be necessary to reduce the working force on the job or in the shop, the Employer shall lay off or terminate Employees in the following sequence:

- | | |
|--------|-----------------------------------------------------|
| First | Potential members. |
| Second | Travel card members (members of Sister U.A. Locals) |
| Last | Members of Local 324. |

ARTICLE 9.00 -- LISTS OF UNION MEMBERS

9.01 The Employer agrees to supply the Local Union with a list of all Employees upon request. The Union agrees upon request to supply a list of unemployed members to any Employer signatory to this Agreement.

ARTICLE 10.00 -- PERSONS CONDUCTING A SHOP WORKING WITH THE TOOLS

10.01 Any persons conducting a shop under the jurisdiction of this Local Union retain the right to work with the tools, provided however, that such shops having a working member and employing Journeymen of Local 324 shall work under the same conditions as applied to Journeymen.

10.02 In any event, no more than one (1) shareholder or partner who is not a member of Local 324 shall be allowed to work with the tools.

10.03 The working shareholder or partner shall obtain from the Union an identification card and shall carry the card on his person on the job site. For working shareholder or partner industry fund contributions refer the Joint Conference Board letter of understanding dated September 8, 1980.

ARTICLE 11.00 -- NON-UNION WORKMEN AND MATERIALS

- 11.01** The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workmen or use material produced under non-union conditions shall not be deemed a breach of this Agreement. In all such cases the Joint Conference Board will be given prior notice and a meeting held if requested and further approval obtained from the Building Trades Council involved.
- 11.02** The Party of the first part agrees that he will not contract to or from any mechanical contractor who is not signatory to the United Association Agreement.

ARTICLE 12.00 -- MOONLIGHTING

- 12.01** Any Employee who, while working for an Employer signatory to this Agreement engages in any work pursuant to his trade (other than work for such Employer) for which he receives remuneration, excepting work done for himself on his own premises, shall be subject to disciplinary action by the Employer and the Union.

ARTICLE 13.00 -- APPRENTICES

- 13.01** All Apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and the parties hereto agree to observe all the provisions of the said Act.
- 13.02** For each phase of the trade, every shop employing one (1) Journeyman constantly shall be allowed one (1) Apprentice and for each additional four (4) Journeymen employed they shall be allowed one (1) additional Apprentice. Each shop employing four (4) Journeymen or more must employ at least one (1) Apprentice. Any deviation from this must be approved by the Vancouver Island Piping Industry Joint Training Committee.
- 13.03** All Apprentices, indentured or probationary, shall be listed with the Vancouver Island Piping Industry Joint Training Committee and the Office of Local Union 324.
- 13.04 Pre-Apprentices:**
- Pre-Apprentice graduates accepted by the Joint Committee for the apprenticeship program may be allowed three (3) months' credit out of their four (4) year period of apprenticeship at the discretion of the Joint Training Committee.
- 13.05** The Apprenticeship Co-coordinator and/or the Business Representative will periodically check the Apprentices on the jobs to determine whether or not they are being trained in the proper manner and shall do so in accordance with Section 21.02.

ARTICLE 14.00 -- LUNCH AREA

- 14.01** Whenever practical a heated area for eating lunches will be provided. Such area will be free from tools and equipment. Any disagreement on where practical will be resolved by the Joint Conference Board.
- 14.02** Approved sanitary facilities will be provided.

ARTICLE 15.00 -- PAYMENT OF WAGES

- 15.01** The regular pay day shall be not more than every week and wages shall be paid before quitting time. When members are laid off or discharged they shall be paid complete with Record of Employment within three (3) working days. No Employer shall hold back more than five (5) days' pay from an Employee's wages.

ARTICLE 16.00 -- CALL IN PAY

- 16.01** Any Employee asked to report for work at the regular starting time and for whom no work is provided shall receive pay for four (4) hours at the regular rate of wages.

ARTICLE 17.00 -- LUMPING OR CONTRACTING

- 17.01** Members of Local Union No. 324 shall not be allowed to do any lumping or contracting or any work except as Journeymen Employees, and shall work only for signatories to this Agreement. On February 14, 1985, the Joint Conference Board interpreted the foregoing to mean that Contractors signatory to the Collective Agreement can subcontract "labour only" contracts out to only those contractors who are employing Journeymen and/or Apprentices of Local Union 324.

ARTICLE 18.00 -- JOINT CONFERENCE BOARD

- 18.01** A Joint Conference Board will be formed of five (5) members of the Victoria Mechanical Industrial Relations Association and five (5) members of Local 324, who shall meet as requested by either party, at which meeting three (3) members of each party will form a quorum and in any case, equal representation of both parties shall participate in the voting. Such Board shall have power on behalf of the respective parties hereto to adjust trade disputes or grievances or establish regulations governing the conduct of their members.

ARTICLE 19.00 -- ARBITRATION

- 19.01** In case of any dispute or grievance arising that cannot be settled informally 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:
- (a)** The 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 matter in dispute.
 - (b)** 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.
 - (c)** The two (2) arbitrators so appointed shall confer to select a third person to be Chairman 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.
 - (d)** The Arbitration Board shall sit, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment of the Chairman, provided that the time may be extended by agreement of the parties.

- (e) The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties; and they shall implement it forthwith.

- 19.02** Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Board and one-half (½) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.
- 19.03** It is understood by the parties entering into this Agreement that they exclude the operation of Section 96, Sub-Section (1) of the Industrial Relations Act of British Columbia unless agreed to by the Joint Conference Board, except in cases of fund contribution delinquencies or non-payment of funds.

ARTICLE 20.00 -- B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN

- 20.01** Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 20.02** The Employer shall upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- 20.03** The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 20.04** The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided for in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- 20.05** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- 20.06** The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.
- 20.07** Effective June 14, 2002, the current funding of \$0.015 per hour will be reduced by \$0.005 per hour based upon the restructuring of the Plan by the Trustees.

ARTICLE 21.00 -- UNION REPRESENTATION

- 21.01** A Job Steward shall be a working Building Trades member of Local 324 and will be under the direction of the Business Manager or Business Agent at all times. The Job Steward shall be appointed by the Business Manager or Business Agent. The Job Steward will be permitted to perform his Union duties during working hours and shall not be discriminated against. The Union agrees that the Job Stewards will perform their duties as efficiently as possible and the Employer agrees to grant reasonable time for the performance of such duties.

21.02 Business Representatives are to have access to all jobs covered by this Agreement in the carrying out of their regular duties.

21.03 Employees serving on the Joint Conference Board or as Trustees of the various funds covered by the terms of this Agreement shall be allowed time off without pay to attend to Union business after making arrangements satisfactory to their Employer.

ARTICLE 22.00 -- PICK UP TIME

22.01 Employees terminating or being laid off for any reason on any job shall be notified at least one (1) hour in advance and shall be granted sufficient time to pick up and return the Employers' tools.

ARTICLE 23.00 -- PROCEDURE TO BECOME SIGNERS

23.01 The party of the second part agrees that it will have its members work only for Employers who are signatory to this Agreement on work covered by this Agreement. Whenever a vacancy occurs in any shop, the Local Union must be given the first opportunity to fill the vacancy.

23.02 Notwithstanding the above Article, the Union shall be allowed to organize through the due process of the law.

ARTICLE 24.00 -- WAGE BOND

24.01 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 one thousand dollars (\$1,000.00) per Employee and a total maximum of fifteen thousand dollars (\$15,000.00) with the B.C. Pipe Trades Association 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 Articles 18 and 19.

24.02 Employers who were signatory to the Local 324 Collective Agreement on January 1, 1971 are exempt from the operation of this Article 25.

ARTICLE 25.00 -- WAGES

25.01 Wage Scale and Table of Fund Contributions:

	<u>May 1/06</u>	<u>May 1/07</u>	<u>May 1/08</u>	<u>May 1/09</u>
Wage Rate	\$28.37	\$30.20	\$31.98	\$34.20
Tool & Clothing	0.10	0.10	0.15	0.25
Vacation & Stat	3.42	3.64	3.86	4.14
Health & Welfare	2.10	2.10	2.20	2.30
Pension	4.25	4.25	4.50	4.75
Apprenticeship Funds	0.35	0.30	0.30	0.30
M.T.P.F.	0.13	0.13	0.13	0.18
Construction. Industry Funds	0.20	0.20	0.20	0.20

All Fund Contributions are due and payable on or before the fifteenth day of the month following the month in which the obligation arose to pay the contributions.

The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten (10%) percent penalty of the amount of the late payment.

All fund contributions shall be made in accordance with a Standard Form approved by the Joint Conference Board.

Tool and Clothing

Effective May 1, 2007 each Employer shall contribute ten cents (\$0.10) per hour earned to each Employee as a Tool and Clothing allowance. Effective May 1, 2008 this amount increase to fifteen cents (\$0.15) per hour earned and effective May 1, 2009 to twenty-five cents (\$0.25) per hour earned.

See Sections 27.01, 28.01, 29.03, 30.01, 31.01, and 32.01.

25.02 Apprentices Wage Schedule:

The parties agree to jointly approach the Ministry of Labour with the intent of adjusting the wage schedule of apprentices (i.e. five percent (5%) increase per year as opposed to every six (6) months).

Apprentices shall be paid not less than the following wage scale:

0– 950 hours	45% of Journeyman rate
951 hours	55 % of Journeyman rate
1900 hours	60% of Journeyman rate
2850 hour	65% of Journeyman rate
3800 hours	70% of Journeyman rate
4750 hours	75% of Journeyman rate
5700 hours	85% of Journeyman rate
6650 hours	90% of Journeyman rate
7600 hours	100% of Journeyman rate

Apprentices shall receive a portion of the pension contributions equal to the portion of the journeyman wage rate to which they are entitled. Once Government Qualified Journeyman status is reached, full pension contributions shall be paid.

25.03 Foreman

When five (5) or more trades people are employed on one job, one (1) shall be designated Foreman and shall be paid the following minimum rates; Commercial, Institutional, and Light industrial projects foreman’s rate will be 15% over the prevailing journeyman wage rate. Wood frame and small commercial will be 10%. General foreman rate will be increased to twenty (20%) of the journeyperson wage rate.

25.04 Any Journeyman designated as a General Foreman shall receive an additional fifteen percent (15%) wage rate.

25.05 Employees, while working from a swinging scaffold or bosun's chair, shall be paid five percent (5%) per hour over their regular rate of pay.

ARTICLE 26.00 -- HOLIDAY PAY

- 26.01** Holiday Pay shall be twelve percent (12%) of wages (which is to mean earned hours times the hourly rate of pay), consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays.

Holiday Pay to be paid on the regular pay day. The Employee may elect to have his Holiday Pay held until such time as he takes his annual holidays, or on termination.

- 26.02** An Employee may take up to four (4) weeks' annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

ARTICLE 27.00 -- HEALTH AND WELFARE PLAN

- 27.01** Each Employer shall contribute one dollar and sixty cents (\$1.60) per hour earned by each Employee to the Health and Welfare Plan. Effective May 1, 2006, this amount shall increase to two dollars and ten cents (\$2.10) per hour earned. Effective May 1, 2008 the amount shall be two dollars and twenty cents (\$2.20) per hour earned and finally, effective May 1, 2009 two dollars and thirty cents (\$2.30) per hour earned. Operation of this plan shall be governed by the Trustees to be selected in accordance with the Terms of this Agreement.

- 27.02** Trustees of the Health and Welfare Plan shall be six (6) in number comprising of three (3) Union Nominees and three (3) Victoria Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. 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 an in accordance with the Trust Agreement dated November 24, 1967 between the parties to this Agreement.

ARTICLE 28.00 -- PENSION PLAN

- 28.01** Each Employer shall contribute four dollars and twenty-five cents (\$4.25) per hour earned by each Employee to the Pension Plan. Effective May 1, 2008 this amount shall be four dollars and fifty cents (\$4.50), effective May 1, 2009 this amount shall be four dollars and seventy-five cents (\$4.75).

- 28.02** Operation of this Plan shall be governed by the Trustees of the Pension Plan. This contribution is in addition to compulsory Government Pension Plans.

Trustees of the Pension Plan shall be six (6) in number comprising three (3) Union Nominees and three (3) Victoria Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. 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 Trust Agreement dated November 24, 1967 between the parties of this Agreement.

ARTICLE 29.00 -- MECHANICAL TRADE PROMOTION FUND

- 29.01** Contributions shall be made by the Employers for each hour earned by each Employee to the Mechanical Trade Promotion Fund and which shall include the cost of Welding Tests, Gasfitters, Plumbers, Steamfitters, Oil Burner Mechanics, Sprinkler Fitters annual ticket renewals for the performance of their work. Testing costs are confined to the charges for the tests and renewal tickets.

- 29.02** Operation of this fund shall be governed by the Mechanical Trade Promotion Fund Trust Agreement which is part of this Agreement. There shall be five (5) trustees from the Union and five (5) trustees from management with a management trustee being Chairman.

- 29.03** Thirteen cents (\$0.13) per hour for each hour earned by Employees covered by this Agreement shall be paid to the Mechanical Trade Promotion Fund.

ARTICLE 30.00 -- SUPPLEMENTAL DUES CHECKOFF

30.01 The Employer shall deduct for a Dues Supplement an amount of money as agreed to from time to time by the general membership under proper resolution passed by the General Membership of Local Union 324 on behalf of all hours 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 Plumbers Local 324, 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 his Employer as a condition of employment, which shall be supplied by the Union.

Collection of the Dues Supplement shall come under the same provisions that govern "The Piping Industry Trust Funds", Article 27.

ARTICLE 31.00 -- VANCOUVER ISLAND PIPING INDUSTRY JOINT TRAINING COMMITTEE FUND

31.01 Thirty-five cents (\$0.35) per hour for each hour earned by each Employee shall be paid to the Vancouver Island Piping Industry Joint Training Committee Local Fund. Effective May 1, 2007 thirty cents (\$0.30) per hour earned by each Employee shall be paid to the Vancouver Island Piping Industry Joint Training Committee Fund. This amount shall include five cents (\$0.05) per hour to be contributed by Local 324 to the Canadian Training Fund.

ARTICLE 32.00 -- CONSTRUCTION INDUSTRY FUNDS

32.01 Effective February 24, 2006 , twenty cents (\$0.20) per hour, for each hour earned by each Employee shall be paid to the Construction Industry Fund. This amount shall be allocated as follows:

	<u>May 1/06</u>	<u>May 1/07</u>	<u>May 1/08</u>	<u>May 1/09</u>
U.A. Local 324 Affiliation Fund	0.03	0.03	0.03	0.03
B.C. Rehabilitation Fund	0.02	0.02	0.02	0.02
B.C. Jurisdictional Assignment Plan Fund***	0.01	0.01	0.01	0.01
Contract Administration Fund****	0.13	0.13	0.13	0.13
BCBCBTU Fund	0.01	0.01	0.01	0.01

*The parties agree to participate in the Canadian Training Fund (CTF) with a \$0.05 contribution made up of transferring the current \$0.02 contribution from the Health & Safety Fund and contributing \$0.03 new cents to the CTF. The parties agree to await the outcome of the Health & Safety Fund at the Main Table and agree that the full \$0.05 will be contributed by the employers to the CTF if the \$0.02 is not available for this use.

**** Jurisdictional Assignment Plan of the British Columbia Construction Industry**

Effective June 14, 2002, the current funding of the \$0.015 per hour will be reduced by \$0.005 per hour based upon the restructuring of the Plan by the Trustees.

***** BCBCBTU Funding**

Effective June 14, 2002, the Employers will provide funding for the BCBCBTU of one cent per hour for all hours worked based on contributions made to the Jurisdictional Assignment Plan. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

****** Contract Administration Fund (CLR Dues)**

All signatory Employers shall contribute the sum of thirteen (\$0.13) per hour worked on behalf of each employee under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

ARTICLE 33.00 -- REPRESENTATIVE TO INSPECT PAYROLLS

- 33.01** A Representative duly appointed by the Joint Conference Board shall by appointment with the Employer, inspect the Employer's payroll in respect to all wages and funds provided for in this Agreement.

ARTICLE 34.00 -- SAVING CLAUSE

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

ARTICLE 35.00 -- SAFETY CLAUSE

- 35.01** All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above-mentioned.

It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulations may be considered cause for dismissal.

ARTICLE 36.00 -- BEREAVEMENT LEAVE (NO PAY)

- 36.01** In case of death in the immediate family, each employee shall be granted leave-of-absence for the purpose of arranging or attending a funeral, to a maximum of three (3) consecutive days. Immediate family shall mean spouse, children, parent, stepparent, sister, brother, mother-in-law, father-in-law, grandparent, grandchildren.

ARTICLE 37.00 -- ENABLING CLAUSE

- 37.01** The Local Union, 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 the Agreement for the length of the job.

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.

ARTICLE 38.00 -- TERM OF AGREEMENT

- 35.01** This Agreement shall be effective as from May 1, 2004 and shall remain in effect until April 30, 2010; and 8thereafter from year to year until a new agreement is concluded by the parties.
- 38.03** Either party wishing to amend the Agreement will notify the other party by giving written notice in accordance the Labour Relations Code of B.C.
- 38.04** Either party sending out such notice shall append the individual numbers of clauses of the Agreement which they desire to change to the actual changes, additions or amendments that are desired.
- 38.05** The operation of Section 50 (2) and (3) of the Labour Code of B.C. is hereby excluded.
- 38.06** All matters not covered by a specific date of application within the Agreement will become effective on the actual date which this Agreement is signed by the parties.

SIGNED AT VICTORIA, BRITISH COLUMBIA, THIS _____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

LOCAL 324, UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF
THE UNITED STATES AND CANADA

LETTER OF UNDERSTANDING

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.
(hereinafter referred to as "The Association")

AND:

LOCAL UNION NO. 324 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA
(hereinafter referred to as "The Union")

RE: ADMINISTRATION FUND

It is understood and agreed that U.A. Local 324 will collect and forward all monies designed for the Contract Administration Fund and received in accordance with the standard remittance form, to the Construction Labour Relations Association of B.C. Payment to the Association shall be made by the Administrator by the first day of the month following the month in which it was received.

The U.A. Local 324 will provide a monthly statement to the Association along with the payment and shall provide the Association with an annual letter from the Construction Industry Fund auditors attesting to the calculations of the said Funds' collection and disbursements.

It is understood that any cost incurred in remittance notification or changes thereof shall be borne by the Association.

DATED THIS ____ DAY OF _____, 2007

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

LOCAL 324, UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF
THE UNITED STATES AND CANADA

