

METAL TRADES DIVISION

LOCAL UNION 170

PETROLEUM AGREEMENT

This Agreement made and entered into this 1st day of January, 2009

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. on its own behalf and on behalf of its Members set forth in the schedule attached and those members added from time to time by notice given to the Union.

Hereinafter referred to as "the Employer",

PARTY OF THE FIRST PART

AND:

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, METAL TRADES DIVISION, LOCAL 170

Hereinafter referred to as "the Union",

PARTY OF THE SECOND PART

establishes by mutual consent the following terms and conditions:

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ARTICLE I -- PREAMBLE

- (a) The general purpose of this Agreement is to establish uniform and fair wages, hours and working conditions for all Employees of the Employer covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between Employer and Employee and to prevent waste, unnecessary and avoidable delays and expense so that labour or other costs may be as low as possible consistent with fair wages and working conditions.
- (b) This is a multi-purpose Agreement that is applicable in its general form to the fabrication, construction, service and maintenance of liquid, fuel handling and transfer equipment. It applies only indirectly to the Building and Construction Industry. The employee members directly covered shall be termed Metal Trades members and shall not be required to qualify as Building Trades Journeypersons.
- (c) The wage rates as set out in Schedule "A" of this agreement are based upon the recognition of the Petroleum Equipment Installer and Petroleum Equipment Service Technician classifications which are proceeding through the Construction Industry Training Organization (CITO) with the goal of becoming Industry Training Authority (ITA) accredited training programs.

ARTICLE 2 -- SCOPE OF AGREEMENT

- (a) This Agreement shall apply to all Employees engaged in fabrication, construction, servicing and related work in or from the Shop or other recognized location of the Employer. This agreement excludes management personnel, office and sales staff.
- (b) All fabrication work falling within the jurisdiction of the Building Trades Journeyperson and coming in direct competition with Employers signatory to the Standard Agreement of Local Union 170, (eg.), Bulk Terminals, but not to include work mentioned and defined in "Classifications (Schedule "B)", shall be paid at the rate and conditions of the Standard Agreement.
- (c) All field work coming within the Trade Jurisdiction of the Building Trades Journeypersons of the Building and Construction Industry shall be done by Journeypersons of Local Union 170 at the appropriate rate and conditions.

ARTICLE 3 -- MANAGEMENT RIGHTS

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

Any person conducting a Shop as a sole proprietorship under the jurisdiction of this Local Union retains the right to work with the tools.

Where two (2) or more persons are conducting a Shop 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 Local 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, if requested.

Where a limited liability company is operating a Shop under the jurisdiction of Local Union 170, only one (1) active major shareholder of such limited liability company has the right to work with tools, and no other member of the company shall have the right to work with the tools. Within the terms of this paragraph, "Major" means ten percent (10%) of equity worth in the company

ARTICLE 4 -- UNION SECURITY

- (a) The Union shall be the sole bargaining authority for all Employees covered by this Agreement, and it is agreed that all present and future Employees coming under the scope and provisions of this Agreement shall become members of and/or maintain membership in the Union.

All new Employees shall be informed of this Section.

Union membership will be available to all on an equal basis without discrimination, subject only to the By-laws and Constitution of the Union.

- (b) The Company agrees to notify the Union when additional Employees are required; it is understood, however, that in the event that the Union is unable to supply the requirements of the Company for additional Employees after reasonable notice (forty-eight (48) hours), these additional Employees may be secured from other sources provided that the Employees so obtained shall first obtain a "clearance" from the Union.

This obtaining of a "clearance" from the Union shall ensure that all Employees are proper members or applicant members of the Union, have properly signed appropriate dues checkoff cards. (and have qualified themselves for International Death Benefit, etc.) Where, due to distance involved and where a hardship would be evident for a potential employee to obtain "clearance" from the Union Office, arrangements may be made for proper "sign-up" by responsible Shop Stewards.

The Union recognizes the importance of the Employer being able to try and secure new employees with the suitable skills and abilities necessary for the industry. The Employer may review and select based upon an evaluation of the qualifications of three (3) Union hiring list candidates supplied by the Union when a request for a new employee is made by the Employer.

- (c) On out of town projects, the Employer may employ casual labour in the Trainee 4th term category for a maximum of fifteen (15) days without the Employee becoming a member of the Union. Said casual Employee must have working dues deducted as per section (d) below. The Employer cannot employ casual labour while an Employee is in a laid off position in the "C" classification and has obtained seniority under the collective agreement, without the approval of the Union (not the steward).

- (d) **Working Dues Checkoff**

One and one half percent (1 1/2%) per hour working dues shall be deducted from each employee covered by this Agreement for each hour earned and the amount remitted to the Union not later than the 15th day of each month following the month in which deductions were made. Each employee shall submit a written authorization to his Employer as a condition of employment.

ARTICLE 5 -- REPRESENTATION

- (a) Business Representatives of the Union shall have access to the Shop or worksite during lunch hours for conducting Union business, but at other times prior notice will be given to Management.
- (b) A Shop Steward shall be recognized and shall not be discriminated against for the performance of their duties within the terms of this Agreement.
- (c) A committee shall be established with equal representation from the Employees and the Employer to address issues of concern. This committee shall not alter or amend the collective agreement.

ARTICLE 6 -- HOT EDICTS

- (a) The Union reserves the right to refuse to handle or install any materials or equipment coming from persons or firms who are considered unfair to Local Union 170 or the Labour Movement. The Business Representative of the Union shall inform the Employer of all such actions.
- (b) In the event of it becoming necessary to take such action on any job it will not be considered a violation of the Agreement, and no effort will be taken by the Employer to replace such employees or have such materials installed by other than members of Local Union 170, unless with the approval of the Business Representative.
- (c) The Employer agrees that no portion of a contract coming under the jurisdiction of this Agreement shall be sub-contracted to a non-signed or let on a piece-work basis to a non-signer of this Agreement; and the Union agrees that it will not permit its members to accept piece-work or labourer direct assignment plus labour, contracts, on work covered by this Agreement.

ARTICLE 7 -- GRIEVANCE PROCEDURE

- (a) Any employees shall have the right to report to the Shop Steward any grievance or dispute which he cannot settle with his charge hand, and upon the grievance or dispute being reported in writing to the Shop Steward. The Shop Steward shall take the matter up with the management representative. Should the ruling of the management representative be deemed unsatisfactory the issue shall be taken up by the Business Representative.
- (b) Should such measures fail to resolve the dispute either party may refer the matter to Arbitration.

ARTICLE 8 -- ARBITRATION

- (a) All unsettled differences between the Parties coming within the scope of or arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether the matter is arbitrable, shall be settled by arbitration, without stoppage of work.
- (b) The party requesting arbitration shall do so in writing addressed to the other party and shall state the difference to be arbitrated.

- (c) Should the parties be unable to agree within ten (10) working days, upon who such arbitrator shall be, then they shall forthwith request the Minister of Labour to appoint. These time limits may be extended by mutual agreement
- (d) Each Party shall pay its own costs and expenses of Arbitration, and one half (½) the compensation and expenses of the single arbitrator and stenographic expenses.
- (e) The Arbitrator appointed as above shall not have any jurisdiction to alter or change any of the provisions of the Agreement, to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of the Agreement.
- (f) It is the desire of the Company and the Union that the Arbitrator should meet within thirty (30) days after the appointment.
- (g) The decision of the Arbitrator will be final and binding on the parties hereto and should be rendered as rapidly as the Arbitrator considers practical.
- (h) By mutual agreement of the Parties, the periods of time stated above may be extended. Saturday, Sunday and Statutory Holidays shall not be counted in determining the time within which any action is to be taken under this Article.
- (i) Correspondence between the Parties concerning Arbitration shall be by fax or email followed by registered mail.

ARTICLE 9 -- WAGE RATES AND CLASSIFICATIONS

- (a) Wage rates shall be as shown in Schedule "A" attached to and part of this Agreement.
- (b) Should new classifications be required that do not obviously fit into the attached Schedule of Classifications, the Union and the Employer shall immediately sit down and negotiate a satisfactory name and wage rate for such new classification. The agreed rate will become part of this Agreement.

ARTICLE 10 -- PAY DAYS

Pay days will be every second Friday, it being understood that the employer will hold back no more than five (5) days pay in any pay period.

Overtime - All overtime to be paid on cut-off unless banking up to a maximum equivalent of 120 straight time hours.

ARTICLE 11 -- HOURS OF WORK, OVERTIME AND SHIFT WORK

- (a) Regular work days shall be from Monday to Friday inclusive, and regular work hours shall be from 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M. The regular work week shall be forty (40) hours and the regular work day shall be eight (8) hours. The regular hours of work may be amended to allow one (1) hour variation on either side of the 8:00 a.m. starting time. Further, the regular starting time may be amended to allow for up to two (2) hours variation on either side of the 8:00 a.m. starting time by mutual agreement by the Employer and Union.

- (b) All daily overtime worked Monday to Friday inclusive, in excess of normal work hours, shall be paid at time and one-half (1-1/2) for the first three (3), and double time thereafter.

All work performed on Saturdays shall be paid at time and one-half (1-1/2) for the first eight (8) hours and double time thereafter.

- (c) All work performed on Sundays and Statutory Holidays will be paid at double time rates. When it is found necessary to work what are generally known as second or third shifts, the hours of work and payment thereof shall be as follows:

Seven and one-half (7 1/2) hours shall constitute the second shift for which eight (8) hours wages and "fringes" shall be paid. Seven hours shall constitute the third shift for which eight (8) hours wages and "fringes" shall be paid.

If it is found necessary to transfer an employee from one (1) shift to another, a period of at least one (1) full shift must elapse between shifts worked.

- (d) A compressed work week of four (4) days per week, ten (10) hours per day (four-tens) of straight time may be established by mutual agreement between the Employer and the Union. Where the four-tens schedule is agreed to it may be from Monday to Thursday and Tuesday to Friday, Employees will be rotated monthly unless there is an agreement amongst the Employees and approved by the Union. In the event a fifth day is worked, it will be paid at time and one-half (1 1/2). If a sixth day is worked, it will be paid at double time. Statutory holidays and Sundays will continue to be recognized as per the collective agreement.

By mutual agreement between the Employer and the Union, modified work schedules may be adopted.

ARTICLE 12 -- STATUTORY HOLIDAYS

- (a) The Statutory and recognized Holidays shall be:

New Year's Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day		

An additional four (4) floating statutory holidays, or any additional Statutory Holiday declared by the Provincial or Federal Governments, shall be taken at a time mutually agreeable between Employee and Employer. This shall constitute the 14 recognized statutory holidays in this collective agreement. It is recognized that the employer may adopt a policy that all floaters are taken in the calendar year they are accumulated.

Any holiday falling on a Saturday or Sunday shall be observed the following work day(s).

Employees not required to work on these days shall receive straight time pay for such holidays. Employees shall be paid for such holidays if on day off or if on vacation, but not if absent from work without authorization or by reason of being off on Workers' Compensation or other leave of absence. The Employer shall have the right to designate how many Employees shall work on these ten (10) named statutory holidays, such work to be done at double time rates in addition to pay for the holiday.

In the event that a new employee has worked less than twenty-eight (28) working days before a Statutory Holiday he will be paid four percent (4%) of his earnings on that Statutory Holiday. In the event of an employee leaving the Company, he will be paid four percent (4%) of his earnings from the last Statutory Holiday paid to termination.

ARTICLE 13 -- YEARLY VACATIONS

- (a) Vacation entitlements will be based from the Employee's Anniversary date on the following basis and upon completion of:

First Year Service	two (2) weeks vacation
Second Year Service	two (2) weeks vacation
Third Year Service (***)	three (3) weeks vacation
Fourth Year Service	three (3) weeks plus one (1) day vacation
Fifth Year Service	three (3) weeks plus two (2) days vacation
Sixth Year Service	three (3) weeks plus three (3) days vacation
Seventh Year Service	three (3) weeks plus four (4) days vacation
Eighth to Fifteenth Year Service	four (4) weeks vacation

Employees with more than fifteen (15) years service at their anniversary date shall receive one (1) additional day vacation for every year of service, until he/she reaches the qualifying period of twenty (20) years for five (5) weeks vacation and/or twenty-five (25) years for six (6) weeks vacation.

Example:

Sixteen years service	four (4) weeks plus one (1) day
Seventeen years service	four (4) weeks plus two (2) days
Eighteen years service	four (4) weeks plus three (3) days
Nineteen years service	four (4) weeks plus four (4) days
Twenty years service	five (5) weeks
Twenty-one years service	five (5) weeks plus one (1) day
Twenty-two years service	five (5) weeks plus two (2) days
Twenty-three years service	five (5) weeks plus three (3) days
Twenty-four years service	five (5) weeks plus four (4) days
Twenty-five years service	six (6) weeks

It is recognized that the scheduling of annual vacations is on the basis of seniority and that the Company may limit the number of Employees on vacation at any time in order to properly maintain and schedule the operations of the Company.

Employees will be entitled to one (1) additional day's vacation for every additional year of continuous employment thereafter.

- (b) It shall be a violation of this Agreement for an employee to forego his paid vacations or to work for wages during the vacation period.
- (c) The total amount earned shall be paid at the time of permanent layoff, at the time the vacation is taken, or once a year, whichever constitutes the lesser period.

Entitlement for "new employees" hired after date of ratification:

Years of Service	Accumulation
1 st to 3 rd	10 days
4 th to 15 th	15 days
16 th +	20 days

All employees (whether new hires after the date of ratification on the new plan, or existing Employees on the existing vacation entitlement plan) will be provided vacation based upon the appropriate entitlement schedule. As of January 1, 2002 vacation pay will be on the basis of the Employee's hourly wage rate at the time the vacation is taken (exclusive of overtime and benefits), multiplied by eight (8) hours per day multiplied by the number of entitlement days.

ARTICLE 14 -- PENSION PLAN

(a) Effective January 1, 2003, each Employer shall contribute two dollars and seventy-three cents (\$2.73) for each hour earned by each employee working under the terms of this Agreement to the Local Union 170 Pension Plan or other registered plan as designated by the Union.

(b) **Local Union 170 Pension Plan Trustees**

Trustees of the Local Union 170 Pension Plan shall be seven (7) in number comprising of four (4) Union nominees and three (3) Mechanical Industrial Relations nominees, and the Chairman shall be a Local Union 170 nominee. A quorum shall consist of five (5) members. The Chairman 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. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated April 1, 1964 between the Parties to this Agreement.

ARTICLE 15 -- WELFARE PLAN

(a) Local 170 Welfare Plan is not applicable to this Agreement providing the Employers signatory hereto provide Welfare coverage equal or better than the Local 170 Plan on all present and future Employees who are Local 170 Metal Trade members. The Employer will maintain welfare coverage or payment thereof for a maximum period of three (3) months after an employee has been laid off or terminated as follows: for each three (3) months worked the employee will receive one (1) month's coverage. (Note: This is in lieu of Local 170 bank hour system).

The Employer commits to maintain equal to or better than the Local 170 Plan with the exception of the MSP portion, which the Employer agrees to maintain MSP coverage (current full coverage), all for the duration of this Agreement.

Weekly indemnity coverage is to be maintained the same as in the Local 170 Welfare Plan.

Provide coverage to the employee's spouse to the amount of one thousand dollars (\$1,000.00) in Life Insurance and five hundred dollars (\$500.00) in Life Insurance for each child.

The Union will provide the company with a copy of Local 170's Welfare Plan coverage or any improvements to the plan as they occur. The Employer shall within thirty (30) days of notice improve his plan to equal or better and shall supply to the Union a copy of this plan.

(b) Local Union 170 Welfare Plan Trustees

Trustees of the Local Union 170 Welfare Plan shall be seven (7) in number comprising of four (4) Union nominees and three (3) Mechanical Industrial Relations nominees, and the Chairman shall be a Local 170 nominee. A quorum shall consist of five (5) members. The Chairman 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. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated April 1, 1964 between the Parties to this Agreement.

ARTICLE 16 -- PAYMENT OF TRUST FUND CONTRIBUTIONS

Payment of Trust Fund Contributions

Contributions to the fore-going Funds shall be due and payable in Vancouver, British Columbia 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.

All such cheques shall be mailed in accordance with such procedures 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 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, he shall submit a "nil" report indicating that he has no Employees working under the terms of this Agreement.

Delinquent Payments and Inspections

A payroll verifier appointed by the Union 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 cost of such inspection and audit.

It is agreed the timely contribution to the Trust Funds provided for in this Agreement is 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.

ARTICLE 17 -- SAFETY AND HEALTH

(a) All parties agree to accept, promote and conform to the Accident Prevention Regulations of the Workers' Compensation Board (WorkSafe BC).

(b) It is agreed that clean and adequate lunchroom and toilet facilities shall be available to the work force.

ARTICLE 18 -- WORKING CONDITIONS

- (a) Rest Periods - Employees shall be entitled to two (2) ten (10) minute rest periods each day; one (1) period before and one (1) period after lunch break.
- (b) Tools - The Employer will replace legitimately stolen or broken tools (including tool box) or pay the insurance deductible on stolen tools up to a maximum of two hundred and fifty dollars (\$250.00) per year based on the supply of appropriate receipts, said payment to be made within two (2) weeks. The Employee shall submit to the Employer a list of personal tools and shall update the list when new Employee tools are purchased.
- (c) Notice of Layoff - Employees choosing to terminate their employment with the Employer shall give one (1) hour's notice. The Employer shall give notice when an Employee is laid off as per the Employment Standards Act provisions, if required, or as a minimum, one (1) hour's notice.
- (d) Bereavement Pay - Three (3) days off with pay for death in the immediate family, i.e. mother, father, brother, sister, spouse and children, common-law relationships included.
- (e) Trade Tickets – Employees will be given time off required for testing at straight time rates when renewing their T.Q. tickets or required certifications, however, an employee must qualify by being with the Employer for a period of thirty (30) working days.
- (f) Overtime - The Employer will not unreasonably require an employee to work overtime. Employees will be reimbursed for the cost of an overtime meal when overtime continues for three (3) or more hours after the completion of the regular shift.
- (g) Work Gear - The Employer agrees to provide an annual boot allowance, reimbursement with receipts is required, in the amount of \$100.00 per year. The Employer will supply and launder suitable coveralls as required.
- (h) **Out-of-Town Work**
 - 1. When ordered to do so by the Employer, all time spent travelling on weekends to and from out-of-town projects will be paid at premium rates.
 - 2. When an Employee is sent out of town by the Employer, he shall be supplied with first class room and board. When the Employee requests payment of a subsistence allowance for meals, it shall be at fifty dollars (\$50.00) per day, based on twelve dollars and fifty cents (\$12.50) for breakfast, twelve dollars and fifty cents (\$12.50) for lunch, and twenty-five dollars (\$25.00) for dinner. In locations where it is not possible to get adequate meals at the above rates, actual reasonable expenses will be reimbursed by the Employer, if receipts are provided.
 - 3. The Employer will endeavour to give all Employees required to work out-of-town at least forty-eight (48) hours notice.
 - 4. The Employer will provide travel expenses by public conveyance (including air lines but not taxi) to take Employees home for the weekend after each three (3) weeks of time spent away from home. Travel to be done on Employee's time. This is only applicable to jobs of one (1) month's duration or more.

- (i) Accident - Where an Employee is injured during regular work hours the Employee shall be paid a minimum of eight (8) hours for the shift.
- (j) Bulletin Board - A Bulletin Board shall be made available by the Employer for the exclusive use of the Union for the posting of Union notices.
- (k) Travel – All regular travel is done on straight time rates.
- (l) Banked Overtime - (includes only those hours for which overtime is paid.) Each Employee shall have the prerogative, upon written notice to the Employer to bank overtime up to a maximum of one hundred and twenty (120) hours in each calendar year. When these hours have been accumulated, the Employee may either take them as paid time off or wages, subject to the *Employer's* ability to schedule relief. All outstanding banked overtime will be paid out at year's end.
- (m) Servicemen on Call will be supplied with a beeper or other electronic communication device, upon request.

ARTICLE 19 -- SENIORITY

- (a) The Employer shall maintain a seniority list which shall be revised as required and which shall be available to the Employees and the Union.
- (b) New Employees shall be probationary and shall have no seniority until employed for a period of three (3) months, after which time they will acquire three (3) months on the seniority list. The probationary period may be extended by two (2) months by written mutual agreement of the Employer and the Union.
- (c) It is agreed that the Employees with the least seniority will be first affected in the case of lay-off or demotion providing that the more senior Employee is satisfactorily able, willing and qualified to efficiently perform the work available. Employees with the greatest seniority will be given preference in recall, providing that the Employee is satisfactorily able, willing and qualified to efficiently perform the work available.

Where the Employer does not make training available to the Employee(s) in their classification (see Article 1c for classes), the Employer will not be able to rely on the wording in Section (c) of this Article which states in part: "Employee is satisfactorily able, willing and qualified to efficiently perform the work available", but must rely only on the seniority with the company. Where the Employer makes training available and the Employee does not avail himself of such training, he will then be covered by Section (c) of Article 19 for such items that would have been covered under the training.

- (d) Employees shall lose seniority rights for any of the following reasons: quitting, discharge for just cause, lay-off of longer than six (6) months, failure to report to work within three (3) days of recall without satisfactory explanation, absence from work for more than one (1) week without satisfactory explanation or a doctor's certificate.

Employees reaching the age of fifty (50) with ten (10) years experience in the industry will be covered by seniority only, and the wording "Employee is satisfactorily able, willing and qualified to efficiently perform the work available" will not apply to these Employees. It is expected that Employees over fifty (50) will take such training and if the Employer finds that the Employee is not applying themselves the Employer may refer the matter to the Union and if the Union agrees with the Employer, then Section (c) of Article 19 will also apply.

ARTICLE 20 -- UNION LABEL

- (a) During compliance with all the provisions of this Agreement, the Employer may by arrangement with the Union, display the Union Label of the United Association on any or all items produced exclusively under the terms of this Agreement.
- (b) The Employer agrees that all Union Labels shall be the property of the Union and said permission to display the Union Label may be revoked by the Union for causes the Union deems adequate.

ARTICLE 21 – SERVICE

(a) Standby Time

When an employee is requested by the Employer to standby and be available to perform emergency work outside of the scheduled hours of work the Employee shall be paid the following:

Monday to Thursday 1 hour at straight time plus actual hours worked at the prevailing rate.

Friday to Sunday 2 hours at straight time plus actual hours worked at the prevailing rate.

If a Statutory Holiday falls on a day other than Friday, Saturday and Sunday, the Employee will receive two (2) hours at straight time.

If the Employee, while on standby, is used to dispatch other employees, the Employee on standby shall be paid at straight time rates for any time in excess of the standby time provisions.

(b) Service Technician – Administration Duties

The Employer's paperwork that is necessary for billing purposes, must be completed following each 'service call' (on site unless there are compelling reasons why it cannot be) and provided to the Employer's administrative staff in a timely fashion. Service technicians who repeatedly offend this procedure may be subject to a wage holdback for the specific jobs in question, until such time as the appropriate paperwork has been properly provided to the Employer.

ARTICLE 22 -- SUBCONTRACTING

There will be no subcontracting out of work that is normally done by the current Petroleum membership when there are Petroleum tradesmen within the affected company available to do the work without upsetting regular schedules.

ARTICLE 23 -- AMENDMENTS

- (a) By mutual agreement between the parties to this Agreement any Article or Section thereof may be amended, revised or deleted or new Articles or Sections added during the life of this Agreement.

ARTICLE 24 -- SAVING & DEPOSITION

- (a) It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should it later be proven that it would be violation of any legally effective order or statute to comply with any provision or provisions of this Agreement, both parties agree to promptly renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes and the other provisions of this Agreement shall not be affected thereby.
- (b) Copies of this Agreement shall be deposited with the necessary government agencies.

ARTICLE 25 - DRUG & ALCOHOL TESTING

The Parties will utilize the new Construction Industry of BC Substance Abuse Testing and Treatment Program Policy as the reference Policy for this agreement.

ARTICLE 26 -- DURATION OF AGREEMENT

- (a) All provisions of this Agreement shall be effective as from January 1, 2009 and for the period ending December 31, 2010 and shall continue in force and effect from year to year thereafter, unless either party shall desire a change and shall file notice with the other party of such a desire within the terms of *Labour Relations Code*, and the established wage scales and conditions specified herein shall continue in force and effect pending negotiations and settlement of any proposed changes suggested by either party.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein the duly authorized Officers and/or Representatives of both Parties hereby affix their signatures.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

METAL TRADES DIVISION, UNITED
ASSOCIATION OF PLUMBERS AND
PIPEFITTERS OF THE UNITED STATES AND
CANADA, LOCAL 170

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Date: _____

SCHEDULE "A" -- CLASSIFICATIONS

Wages:

Wage Package. If the Union chooses to utilize monies for additional contributions to the Health & Welfare and Pension Plan, the following wage rates will be adjusted down by an equivalent amount.

February 27, 2009	\$0.60
January 1, 2010	\$0.60

First Aid Premium:

Effective February 8, 2009 \$0.50 per hour shall be paid for the Level 2 First Aid certificate should the Employer require such a designation. The Employer will post this requirement. The Union agrees that only employees from the area of work for which the First Aid certificate is required will be eligible.

	Jul 1/08	Feb 27/09	Jan 1/10
Installer/Technician	\$26.67	\$27.27	\$27.87
Trainee			
8 th 6 mos. (90%)	\$24.00	\$24.54	\$25.08
7 th 6 mos. (85%)	\$22.67	\$23.18	\$23.69
6 th 6 mos. (80%)	\$21.34	\$21.82	\$22.30
5 th 6 mos. (75%)	\$20.00	\$20.45	\$20.90
4 th 6 mos. (70%)	\$18.67	\$19.09	\$19.51
3 rd 6 mos. (65%)	\$17.34	\$17.73	\$18.12
2 nd 6 mos. (60%)	\$16.00	\$16.36	\$16.72
1 st 6 mos. (55%)	\$14.67	\$15.00	\$15.33

When the Petroleum Equipment Installer and Petroleum Equipment Technician apprenticeship classification system is recognized, this will over ride the following:

The parties agree to meet to determine the core and supplemental (may be specific to each firm) training requirements needed for Employees to progress through the training structure. Wording is to be determined and implementation sought by December 31, 2005. Should the parties not be able to agree to the core and supplemental training structure, the matter will be dealt with through Article 8 - Arbitration as provided for in this agreement.

Employees not meeting the core and supplemental training requirements (assuming the Employee has been provided the opportunity by the Employer to receive the necessary core and supplemental training) will not be advanced to the next step of the pay schedule. If such a delay in advancement occurs, the Union will be notified in writing by the Employer as to the causes for the delay.

Other Categories:

Employees not wishing to participate in the training program will be red-circled at a maximum wage rate equal to 80% of the mechanic's rate. Individuals employed by the Employer who have chosen to remain in the shipper/receiver position or were hired as a shipper/receiver and who have successfully completed training related to the shipper/receiver position or have the qualifications as determined by

the Employer, will be eligible for a rate up to 85% of the "A" rate. The Parties will on a company by company basis within ninety (90) days of ratification, mutually agree to the criteria/job description necessary for advancement.

Employees employed by the Employer who perform 'labouring' duties only, and who do not participate in the training structure, may be hired by the Employer at a rate of 70% of the mechanics rate of pay (see also Article 4(c)).

B.C. licensed qualified electrician, welders, "B" gas fitters and steam fitters/pipe fitters, to receive fifty cents (\$0.50) per hour above "A" classifications.

The counter part salesman will be paid not less than Class "A" rate.

Rates for Supervision

Shop Foreman
Dispatch Foreman
Construction Foreman
Estimator

Effective July 1, 2005, one dollar (\$1.00) over Class "A" rates will be paid for the above classifications of Supervision.

For the purpose of this Clause only the following criteria will prevail.

On new construction work where the Company is the General Contractor one (1) designated journeyman will be assigned to act as Construction Foreman on all out-of-town marketing terminals (except retail and consumer outlets).

Out-of-town to be defined as beyond Hope and Squamish. Renovations to or maintenance and/or replacement of existing facilities not included.

SCHEDULE "B" -- CLASSIFICATIONS - DEFINITIONS

- (a) Maintenance shall be any work performed of a maintenance repair or renovation character within the limits of the Service Station or Marketing facilities (excluding Oil Refineries).
- (b) Dispatch will be considered an office staff function outside the bargaining unit if it is done by office staff who "take the call, record the customer's information, and pass on this information to the appropriate service mechanic". Individuals performing this function along with their office duties will not provide trouble-shooting services to the customer over the telephone or be responsible for directing/supervising the work of the service mechanics.
- (c) The word "repair" used within the terms of this Agreement and in connection with maintenance is work required to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- (d) The word "renovation" used within the terms of this Agreement and in connection with maintenance is work required to restore by replacement or by revamp or parts of existing facilities to efficient operating condition.
- (e) Building Construction Agreement shall mean the Agreement between the Construction Labour Relations Association of British Columbia and Local Union 170 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, A.F.L. - C.I.O. - C.F.L.
- (f) A Journeyman means a qualified Metal Trades Petroleum Fitter who has experience in general pipefitting.
- (g) An Apprentice is a person who is bound by indenture for a prescribed period with a view of learning the trade.
- (h) A Metal Trades mechanic cannot work in the jurisdiction of the Building and Construction Division except on the installation of Gasoline Tanks, Pumps, Vent lines, Greasing Equipment, Motor Oil Lines, Air Lines and all interconnecting piping to and from such tanks and pumps. This Clause not to include Plumbing, Heating and all other miscellaneous piping systems not mentioned above.

LETTER OF UNDERSTANDING

By and Between:

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. on its own behalf
and on behalf of its Members**

**Hereinafter referred to as "the Employer"
PARTY OF THE FIRST PART**

And:

**UNITED ASSOCIATION JOURNEYMEN AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, METAL
TRADES DIVISION, LOCAL 170**

**Hereinafter referred to as "the Union"
PARTY OF THE SECOND PART**

As per the Memorandum of Agreement agreed to on June 14, 2005 between the Parties the following constitutes the agreed upon Letter of Understanding.

1. Article 11 – Hours of Work, Overtime and Shift Work

- (b) A Letter of Understanding as attached hereto is agreed to by the Parties which spells out the terms and conditions as agreed to provide Saturday as a regular workday.

The Parties agree to the following:

- a. This shift option applies to only Service Mechanics
- b. The shift shall be Tuesday to Saturday
- c. The regular established hours of work in the collective agreement shall apply
- d. The Employer must post this offer for volunteers from the Employer's group of Service Mechanics
- e. This schedule shall last for a three (3) month duration, then the position if still required, shall be re-posted by the Employer.
- f. Either Party may cancel this Letter of Understanding with 30 days notice.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

METAL TRADES DIVISION, UNITED
ASSOCIATION OF PLUMBERS AND
PIPEFITTERS OF THE UNITED STATES AND
CANADA, LOCAL 170

