

**UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS,
LOCAL 170**

**SERVICE AND MAINTENANCE
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")

May 1, 2020 to April 30, 2021

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**UNITED ASSOCIATION OF PLUMBERS & PIPEFITTERS,
LOCAL 170 SERVICE & MAINTENANCE AGREEMENT**

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, gas fitting, oil burning, 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.
- 1.2** The purpose of this Agreement is to assist the Employer and their Employees to maintain and increase the volume of work in the maintenance and service field of the work covered by this Agreement.
- 1.3** Service contractors shall openly solicit and promote service work.
- 1.4** The Parties agree to abide by the UA Standard for Excellence and UA Standard for Safety.

SECTION 2 – DEFINITION OF SERVICE WORK

- 2.1** Service work will consist of emergency repairs, repairs and minor alterations and minor renovations to plumbing, heating, oil burner and combustion equipment and sprinkler systems.

SECTION 3 – BARGAINING AUTHORITY

- 3.1** 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 4 – JOINT CONFERENCE BOARD AND ITS FUNCTIONS

- 4.1** A Joint Conference Board will be formed of three (3) members of and nominated by the Mechanical Industrial Relations Association of British Columbia and three (3) members of the Union working under this agreement, who shall meet as required by either Party, at which meeting two (2) 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.

- 4.2** 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 5 – PROCEDURE TO BECOME SIGNERS

- 5.1** 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.
- 5.2** 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.

SECTION 6 – TIME OFF FOR UNION BUSINESS

- 6.1** 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 7 – MONTHLY MEETINGS

- 7.1** The Employer may schedule a monthly one (1) hour meeting of service mechanics for the purpose of promotion, education and evaluation of service concerns and that this meeting time will not be charged for by the service mechanics.

SECTION 8 – WORK SHARING

- 8.1** The Parties agree that work sharing may be utilized in times of reduced work so long as the Employer and the Union agree to the terms.

SECTION 9 – WORKING PARTNERS AND SHAREHOLDERS

- 9.1** Any person operating a business as a sole proprietorship under the jurisdiction of the Union retains the right to work with the tools.
- 9.2** Where two (2) or more persons are operating a business as a legal partnership under the "Partnership Act" of the Province of British Columbia, a maximum of three (3) such persons have the right to work with the tools, and only those three (3) will be recognized by the Union as working partners. Such working partners 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 persons to the Joint Conference Board, if requested.
- 9.3** Where a limited liability company is operating a business under the jurisdiction of the Union, only three (3) active major shareholders of such limited liability company have 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.

- 9.4** 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.
- 9.5** 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.
- 9.6** 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 10 – DISPUTES AND GRIEVANCES

- 10.1** 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.
- 10.2** 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.
- 10.3** 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 11 – ARBITRATION PROCEDURE

- 11.1** 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.
- 11.2** 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.
- 11.3** 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 11.4 to 11.9 inclusive).
- 11.4** 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.

- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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 11.1) 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 12 – PIPING INDUSTRY TRUST FUNDS

- 12.1 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.

All Employer contributions shall be paid based on hours worked with the exception of the contributions for Pension and Health & Welfare, which will continue to be paid based on hours earned.

- 12.2 **Piping Industry Apprenticeship Fund**

Each Employer shall contribute the required amounts as set out in Appendix "A" to the Piping Industry Apprenticeship Fund. Operation of this Fund shall be governed by the Piping Industry Apprenticeship Board, as defined in Section 12.3.

- 12.3 **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.

- 12.4 **Canadian Training Fund**

Each Employer shall contribute the required amounts set out in Appendix "A" to the Canadian Training Fund.

12.5 Industry Enhancement Fund

Each Employer shall contribute the required amounts set out in Appendix "A" to the Industry Enhancement Fund.

12.6 Union Health & Welfare Plan

Each Employer shall contribute to the Union Health & Welfare Plan as per the amounts set out in Appendix "A". Operation of this Plan shall be governed by the Trustees of the Union Health & Welfare Plan. Trustees to be selected in accordance with Section 12.6.1. In the event of compulsory Government Health and Welfare Plans, this contribution will be in addition thereto.

12.6.1 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.

12.7 Union Pension Plan

Each Employer shall contribute to the Local 170 Pension Plan as per the amounts set out in Appendix "A". 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.

12.7.1 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.

12.8 Journeyman Training and General Industry Promotion Fund (JTIP)

The Employer shall contribute the required amounts as set out in Appendix A to the JTIP (GST to be added). 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.

12.8.1 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.

12.9 Mechanical Industrial Relations (MIRA) Fund

The MIRA fund will be funded through a contribution as set out in Appendix "A" for all hours worked by all Employers signatory to this agreement. This fund will have an Employer only administration. GST is to be added to these amounts. The Mechanical Industrial Relations Association of B.C. may alter these amounts with sixty (60) days written notice.

12.10 Contract Administration Fund

The Employer shall contribute the required amounts as set out in Appendix "A" to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. These amounts are inclusive of GST.

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.

12.11 Construction Industry Benefit Funds:

The Employer shall contribute the required amounts as set out in Appendix "A", to the following Funds or Plans:

The breakdown of the CIBF Contribution is as follows:

1. Local 170 Affiliation Fund/Benefit Fund
 - a) The Affiliation Fund
 - b) The Local 170 Defence Fund

- c) The Jury Duty Fund
- 2. BCBCBTU
- 3. BC Jurisdictional Work Assignment Plan
- 4. Rehabilitation Fund
- 5. Drug & Alcohol Policy
- Total CIBF Contribution - See Appendix A

12.12 BC Jurisdictional Work Assignment Plan

The Employer shall contribute the required amounts as set out in Appendix "A" to the BC Jurisdictional Assignment Plan. 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.

12.13 Rehabilitation Fund

The Employer shall contribute the required amounts as set out in Appendix "A" to the Rehabilitation Fund.

12.14 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)

The Employer shall contribute the required amounts as set out in Appendix "A" to the D&A Policy.

12.15 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.

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

The Employer shall contribute the required amounts as set out in Appendix "A" 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.

12.17 Supplementary Unemployment Benefit (SUB) Fund

Each Employer shall contribute the required amounts as set out in Appendix "A" to the SUB Fund.

12.18 Employee Payroll Deductions

12.18.1 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 12.16.

12.18.2 Canadian Political Action Fund

Each Employer shall deduct the amounts set out in Appendix "A" for each hour earned by each employee.

12.18.3 Canadian Building Trades Fund

Each employer shall deduct the amounts set out in Appendix "A" for each hour earned by each employee.

12.18.4 Coalition of BC Building Trades

Each Employer shall deduct the amounts set out in Appendix "A" for each hour earned by each employee.

12.18.5 Helmets to Hardhats

Each Employer shall deduct the amounts set out in Appendix "A" for each hour worked by each employee.

12.18.6 Rehabilitation Fund

Each Employer shall deduct the amounts set out in Appendix "A" for each hour worked by each employee.

12.19 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.

12.20 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:

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

12.20.2 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 13 – MANAGEMENT RIGHTS

13.1 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 14 – NON-UNION WORKERS AND MATERIALS

14.1 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 15 – ACCESS TO JOBS BY UNION

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

SECTION 16 – EMPLOYEE LIST

- 16.1** If requested by the Union Conference Board, the Service Contractor will supply the names of their Employee(s) who are working under this Agreement.

SECTION 17 – COMPLIANCE WITH HEALTH & SAFETY REGULATIONS

- 17.1** 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.
- 17.2** The Employer shall notify the Union and shall endeavour to notify the employee's family in the event of a fatality.
- 17.3** **Cell Phone Use** – No employee shall be permitted to use a personal cell phone or smart phone during working hours excluding rest and meal breaks except in case of emergency. Repeated violations of the foregoing to be dealt with through the recognized discipline procedures including just cause for termination.

SECTION 18 – DRUG & ALCOHOL POLICY

- 18.1** The Parties agree to be bound by the decisions of the Policy Administration Committee of the Construction Industry of BC Substance Abuse Testing Program and Policy and to new wording establishing the Policy in the Agreement along with any related agreement by the Main Table regarding the Policy or the establishment of an industry EFAP program.

SECTION 19 – CUSTOMER LABOUR DISPUTES

- 19.1** When a dispute between the Customer and their employees may result in legal picketing, it shall not be a breach of this agreement for an Employee to refuse to cross a picket line, except in the case of an emergency. This Section shall not apply to informational picketing.

SECTION 20 – SAVINGS CLAUSE

- 20.1** 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 21 – ENABLING

- 21.1** 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 Union and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the Union and CLR.

SECTION 22 – STANDBY PROVISIONS

- 22.1** Standby time: When an Employee is required 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:
- 22.2** Monday to Friday: 0.5 hours at straight time (wages only) or if the Service Mechanic is required to respond to a call, the Mechanic will be paid the actual hours worked on the call, at the prevailing rate and the standby time for that day
- 22.3** Saturday and Sunday: 1.0 hour at straight time (wages only) or if the Service Mechanic is required to respond to a call, the Mechanic will be paid the actual hours worked on the call, at the prevailing rate and the standby time for that day
- 22.4** Notwithstanding the parties recognition of the need to provide emergency service, the Employer shall have complete authority as to whether or not standby provisions will be implemented, it being understood that if the Employer implements, the Employees shall be paid as outlined above. The parties recognize the need to provide emergency service; however, the Employee retains the right to refuse standby time within reason.

SECTION 23 – SERVICE WORK HOURS

- 23.1** The regular work day shall be eight (8) hours. The regular work week shall consist of five (5) consecutive work days -- Monday through Friday or Tuesday through Saturday. If it is advantageous in maintaining or securing service work, shifts may be altered within the hours of 6:00 a.m. and 7:00 p.m. (For example: 10:00 a.m. to 6:30 p.m. with one-half (1/2) hour for lunch or any other time within the prescribed hours above.) Shift hours will be as in this Agreement. No split shifts will be permitted. In the event that it is necessary for the Employee to work beyond the prescribed working hours on an existing job, the first two (2) hours shall be paid at time and one-half (1-1/2); any hours worked beyond the two (2) hours shall be paid at double the regular hourly rate. If an Employee is requested to start another service project after the end of the shift they are working on, the Employee shall be paid at double the regular hourly rate for this work.
- 23.2** Service mechanics working on other than the standard day shift will have the opportunity to change their shift weekly. Where an Employee has completed a shift Monday to Friday and is required to work Saturday, the Employee shall be paid time and one-half (1-1/2) for the first eight (8) hours and double time thereafter. Sunday and Statutory Holidays shall be at double time rates.

- 23.3** Service mechanics who are called out after their normal shift shall receive not less than two (2) hours' pay at two times the regular rate of pay, including travel time.

SECTION 24 – REST BREAKS

- 24.1** 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 25 – COMPRESSED WORK WEEKS

- 25.1** 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.
- 25.2** 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.
- 25.3** If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premiums will apply.
- 25.4** Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the Friday shall be the observed day off. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the Monday is the observed day off. 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 26 – CALL OUT TIME

- 26.1** 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.
- 26.2** 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 37.6.3.

SECTION 27 – SERVICE MECHANIC QUALIFICATIONS

- 27.1** Service Mechanics shall have a minimum qualification of a current "B" gas ticket, a Cross Connection Control Certification and a provincial trade qualification or inter-provincial Red Seal

certificate will be paid at the Service Mechanic journey person 'base' rate. Effective February 1, 2006 an additional fifty cents per hour (\$0.50) (applied to wages/statutory and vacation pay only) shall be paid for the above qualified service mechanic. Effective May 1, 2007 this shall be further increased by twenty-five cents (\$0.25) per hour (applied to wages/statutory and vacation pay only). The parties agree that effective May 1, 2007, the Service Mechanic must hold both a current "B" level gas ticket and a current Cross Connection Control Certification to qualify for the Service Mechanic wage rate; otherwise the Service Mechanic shall be paid at the commercial construction wage rate.

- 27.2** Service Mechanics working as Class "A" gasfitters shall be paid one dollar and fifty cents (\$1.50) per hour over the Service Mechanic journey person wage rate. This premium will not apply to Employees working as Class "A" gasfitters who are already receiving the Foreperson's premium.
- 27.3** It is the Service Mechanic's responsibility to maintain the currency of the above referenced qualifications for the Service Mechanic to maintain the additional compensation.

SECTION 28 – STATUTORY AND GENERAL HOLIDAYS

- 28.1** The Employer may (with prior notice) require service mechanic coverage (up to one-half of the crew only) for the four (4) non-government approved statutory holidays included in the collective agreement. It is therefore agreed by the parties that if required, service mechanics, will work Heritage Day, Easter Monday, the Friday before BC Day, and the Friday before Labour Day at straight time rates and take the next regularly scheduled work day, or an alternate day as mutually agreed between the Employee and the Employer, in lieu of any of the four above referenced days, if worked.
- 28.2** The following are recognized Statutory and General Holidays. A letter will be sent annually by CLR and UA Local 170 with proper dates.

New Year's Day
 Family Day (Effective February 2013)
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Friday preceding British Columbia Day
 British Columbia Day
 Friday preceding Labour Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day
 Employee's Birthday*

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 23 – Service Work Hours). 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.

* This day off (unpaid) shall be taken within a week on either side of the Employee's birthday. The scheduled day off shall be based on mutual agreement between the Employer and the Employee. If an Employee wishes to not take a day off in lieu of their birthday they will be paid for their hours worked as outlined in the Collective Agreement.

- 28.3** 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.
- 28.4** 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.
- 28.5** 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 29 – SHIFTS

29.1 Scheduling of Shifts

- 29.1.1** The Employer may schedule an afternoon and/or night shift if/as required.
- 29.1.2** 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.
- 29.1.3** It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- 29.1.4** Meal hours may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.
- 29.1.5** When overtime shift schedules are put into effect the employees shall be paid in accordance with the schedules where they apply.
- 29.1.6** If the shift starting times are changed to meet job requirements the same principle is to be applied on computing the hours as if the shift started at the established times as per the shifts schedules set out herein.
- 29.1.7** Shift work and approximate size of crews are to be established before commencement of same.

29.2 Regular Eight (8) Hour Shifts

This schedule shall be applicable from 12:01 am Monday to 12:00 midnight Friday. On Saturdays, the first eight (8) hours shall be paid at one and one half (1 ½) the regular straight time rate of pay; for additional hours of work on Saturdays, or all work on Sundays, and recognized holidays, two times the regular straight time rate of pay shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the prevailing rates.

1st Shift:

Commence	@ 8:00 am to 12:00 noon	4.0 hrs
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs
TOTAL = 8 HRS		

2nd Shift:

Commence	@ 4:30 pm to 8:30 pm	4.0 hrs
Meal	@ 8:30 pm to 9:00 pm	0.0 hrs
Commence	@ 9:00 pm to 12:30 am	3.5 hrs
TOTAL 7.5 HRS + 0.5 SHIFT DIFFERENTIAL= 8 HRS		

3rd Shift:

Commence	@ 12:30 am to 4:00 am	3.5 hrs
Meal	@ 4:00 am to 4:30 am	0.0 hrs
Commence	@ 4:30 am to 8:00 am	3.5 hrs
<i>TOTAL 7 HRS + 1 HR SHIFT DIFFERENTIAL= 8 HRS</i>		

29.3 Nine (9) and Ten (10) Hour Shifts

29.3.1 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

- (a) **Day Shift:** No shift premium.
- (b) **Afternoon or Night Shift:** A shift premium of six dollars (\$6.00) per hour shall be paid to the employee for each hour worked on any shift which constitutes an afternoon or night shift Monday through Friday.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing between 3:30 pm and 8:30 pm shall be deemed to be an afternoon shift and a shift commencing between 8:30 pm and 1:01 am shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. **These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.**

29.3.2 Nine (9) Hour Shifts

On Saturdays, Sundays and recognized holidays, double the straight time hourly rate of pay shall apply except for the first eight (8) hours on Saturdays for which one and one half the straight time rate shall apply.

	Straight Time	1.5 Time	Double Time
1st Shift – Monday through Friday			
Commence @ 8:00 am to 12:00 pm	4.0 hrs		
Meal @ 12:00 pm to 12:30 pm	0.0 hrs		
Commence @ 12:30 pm to 5:30 pm	4.0 hrs	1.0 hr	
<i>TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS</i>			

2nd Shift – Monday through Friday			
Commence @ 5:30 pm to 9:30 pm	4.0 hrs		
Meal @ 9:30 pm to 10:00 pm	0.0 hrs		
Commence @ 10:00 pm to 3:00 am	4.0 hrs	1.0 hr	
<i>TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS + 9 HRS @ \$6.00 per hour shift</i>			

	Straight Time	1.5 Time	Double Time
1st Shift – Saturday			
Commence @ 8:00 am to 12:00 pm		4.0 hrs	
Meal @ 12:00 pm to 12:30 pm		0.0 hrs	
Commence @ 12:30 pm to 5:30 pm		4.0 hrs	1.0 hr
<i>TOTAL 8 HRS @ 1.5 TIME + 1 HR 2 @ 2 TIME = 14 HRS</i>			

2nd Shift – Saturday

Commence @ 5:30 pm to 9:30 pm	4.0 hrs		
Meal @ 9:30 pm to 10:00 pm	0.0 hrs		
Commence @ 10:00 pm to 3:00 am	4.0 hrs		1.0 hr
TOTAL 8 HRS @ 1.5 TIME + 1 HR @ 2 TIME = 14 HRS			

29.3.3 Ten (10) Hour Shifts

This schedule shall be applicable from 8:00 a.m. Monday to 8:00 am Saturday. On Saturdays, Sundays and recognized holidays, overtime rates shall apply.

	<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift – Monday through Friday			
Commence @ 8:00 am to 12:00 noon	4.0 hrs		
Meal @ 12:00 noon to 12:30 pm	0.0 hrs		
Commence @ 12:30 pm to 4:30 pm	4.0 hrs		
Commence @ 4:30 pm to 6:30 pm		2.0 hrs	
TOTAL 8 HRS + 2 HRS @ 1.5 TIME = 11 HRS			

2nd Shift – Monday through Friday			
Commence @ 6:30 pm to 10:30 pm	4.0 hrs		
Meal @ 10:30 pm to 11:00 pm	0.0 hrs		
Commence @ 11:00 pm to 5:00am	4.0 hr	2.0 hrs	
TOTAL 8 HRS + 2 HRS @ 1.5 TIME = 11 HRS + 10 HRS @ \$6.00 per hour shift premium			

	<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift – Saturday			
Commence @ 8:00 am to 12:00 noon		4.0 hrs	
Meal @ 12:00 noon to 12:30 pm		0.0 hrs	
Commence @ 12:30 pm to 4:30 pm		4.0 hrs	
Commence @ 4:30 pm to 6:30 pm			2.0 hrs
TOTAL 8 HRS @ 1.5 TIME + 2 HRS @ 2 TIME = 16 HRS			

2nd Shift – Saturday			
Commence @ 6:30 pm to 10:30 pm		4.0 hrs	
Meal @ 10:30 pm to 11:00 pm		0.0 hrs	
Commence @ 11:00 pm to 3:00 am		1.0 hrs	3.0 hrs
Commence @ 3:00 am to 5:00 am			2.0 hrs
TOTAL 5 HRS @ 1.5 TIME + 5 HRS @ 2 TIME = 17.5 HRS			

29.4 Eleven (11) Hour Shifts

This schedule shall be applicable from 8:00 am Monday to 8:00 am Saturday. On Saturdays, Sundays and recognized holidays, overtime rates shall apply.

	<u>Straight Time</u>	<u>1.5 Time</u>	<u>Double Time</u>
1st Shift – Monday through Friday			
Commence @ 8:00 am to 12:00 noon	4.0 hrs		
Meal @ 12:00 noon to 12:30 pm	0.0 hrs		
Commence @ 12:30 pm to 4:30 pm	4.0 hrs		
Meal @ 4:30 pm to 5:00 pm	0.5 hrs		
Commence @ 5:00 pm to 8:00 pm		2.0 hrs	1.0 hr
TOTAL 8.5 HRS + 2 HRS @ 1.5 TIME + 1 HR @ 2 TIME = 13.5 HRS			

2nd Shift – Monday through Friday

Commence	@ 8:00 pm to 12:00 mid.	4.0 hrs		
Meal	@ 12:00 mid. to 12:30 am	0.0 hrs		
Commence	@ 12:30 am to 4:30 am		2.0 hrs	2.0 hrs
Meal	@ 4:30 am to 5:00 am	0.5 hrs		
Commence	@ 5:00 am to 8:00 am			3.0 hrs
TOTAL 4.5 HRS + 2 HRS @ 1.5 TIME + 5 HRS @ 2 TIME = 17.5 HRS				

29.5 Meal Hour Adjustments

Meal hours may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.

29.6 Occupied Buildings

On work in occupied buildings, afternoon and night shifts will be permitted on a one (1) shift basis. Such afternoon or night shifts must not necessarily conform to regular working hours for afternoon or night shifts, but are to conform to the requirements of the building owner. It is the general intent that straight time only will be in order for full working shifts in accordance with the above, but in the event the majority of the hours worked falls during the period of 4:30 pm to midnight, the employee will receive eight (8) hours' pay for seven (7) hours' work. In the event that after midnight the majority of hours worked fall during the period of 12:01 am to 8:00 am, the employee will receive nine (9) hours pay for seven (7) hours work. Saturdays, Sundays and Holidays shall be excluded from the operation of this Section.

In order to qualify for work under this Section, the Employer shall clear the particular job in question with the Union prior to starting such work. It is recognized that occasionally shifts must be changed in order to conform to building owner requirements.

29.7 Overtime Lunch Period

When overtime is required before or after the regular hours on the shift, exceeding two (2) hours, employees shall receive one-half (1/2) hour lunch period at straight time rates. If overtime of over four (4) hours is worked, the Employer shall supply lunch every four (4) hours with no loss of time.

The parties agree that, in extenuating circumstances, should the Employer not be able to provide the meal in an overtime meal situation as identified herein, the Employer will compensate the employee in an amount equivalent to one (1) hour of a journeyperson's net straight time hourly rate of pay (excluding vacation and statutory holiday pay and benefits) as a meal allowance.

SECTION 30 – DAILY TRANSPORTATION

Please refer to Map "A" at the end of the Commercial Institutional work Terms and Conditions.

30.1 Greater Vancouver Area Daily Commuting

The Greater Vancouver Area (with an eastern boundary of 276th Street Langley south of the Fraser River, 264th Street Maple Ridge north of the Fraser River, a southern boundary of the Canadian border and a northern border of Lions Bay) identified by Map "A" shall be considered as a free travel zone for all work performed in this Section

30.2 When working outside the Commercial/Institutional Free Travel Zone, the employee shall report to the actual work site as directed by the Employer at 8:00 am (or at the beginning of the work day) and shall remain at the site of the actual work for the full work day, working eight (8) hours on the

job, or more if overtime in accordance with the Agreement is involved, or less in accordance with the Agreement when shift work is involved.

30.3 Daily Mileage Formula

The employee will be reimbursed by the Employer in accordance with the following formula:

30.3.1 The distance between the job and the nearest point to the Free Travel Zone as described in 9.1 above, shall be measured by Google Maps, or other agreed upon tool, following a route and roads over which the automobile could be reasonably expected to travel. This distance would then be doubled, thus allowing for the complete round trip to the nearest whole kilometre.

30.3.2 The round-trip distance will be determined to the nearest whole kilometre and the result multiplied by the tax-free rate per kilometer established by CRA (Canada Revenue Agency). This sum shall be paid as an expense to the employee upon submission of an expense voucher, or as otherwise agreed by the Employer and the Union. It is agreed that this amount will not fall below forty-five cents (\$0.45) per kilometre

30.3.3 For projects located outside the travel free zone there will be a 40 km radius around the address of each project that will be considered the travel free zone. Each employee will be compensated for the distance travelled from their registered address to the edge of the travel free zone and back once daily for each day worked using the method and rates as described above.

30.3.4 It is the intent of this Section that each employee be paid once and only once each day for the travel expense involved.

30.3.5 The responsibility for method of transportation and resultant expense is solely that of the employee.

30.4 Employers Based In Map "A"

All Employers who declare the area described in Map "A" at time of signing to be their place of business, may hire employees to work in the area described within the area covered by Map "A" without payment of Travel Expenses. Any Employer declaring Map "A" to be their place of business and who accepts contracts outside of the area described in Map "A" shall pay travel expense as per this Section or Living out Allowance at the Employer's discretion. Employees who reside within the area of Map "A" shall receive hiring preference within the area.

30.5 Employers Based Outside Map "A"

All Employers who declare their place of business at time of signing to be outside Boundary of Map "A" shall have a Free Travel Area of forty (40) road kilometres from the Main Post Office of the Town, City or Municipality where they have declared their place of business. On work outside their Free Travel Area the Travel Formula in this Section 30 shall apply. The Free Travel Area shall be agreed to between the Employer and Local 170 Business Representative.

30.6 These Employers may work in the Map "A" Area under the same conditions as an Employer described in Section 30.4.

30.7 Service mechanics shall be provided with suitably equipped and identified vehicles.

30.8 Main and Additional Offices

An Employer shall designate the location of their main place of business at the signing of this agreement and shall not establish additional places of business for the purpose of utilizing the services of Residents in areas other than where the one main place of business is located, unless a new location is approved under this Section. Otherwise, only the main place of business (Head Office in B.C.) shall be recognized. Employers who have more than one (1) approved place of business at the time of signing this Agreement shall have those places of business recognized. Employers locating businesses in more than one (1) City must indicate to the satisfaction of the Joint Conference Board that each new location is to be a permanent and legitimate place of business. The Joint Conference Board shall have the authority to recognize a new place of business for any Employer and thereby qualify the Employer under the local hiring and room and board and travel Sections.

30.9 Travel for Sick/Injured Workers

30.9.1 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, they shall be paid the full day's travel expense allowance in accordance with this Section, but only wages for time actually worked.

30.9.2 If the employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job, they shall be paid the full day's travel expense allowance and wages.

30.9.3 The employee shall make no further claim for any travelling expense or bridge tolls.

30.10 It is not intended that this Section change any Agreements wherein room and board Sections prevail or on travel expense to out-of-town jobs. The Employer has the sole prerogative of determining in each individual case, whether or not the job is to be ruled an "out-of-town job" in which case applicable room and board Sections shall apply. It is the intent that the Employer determine which alternative method is least costly to the Employer. Any dispute arising out of this Section shall be referred to the Joint Conference Board.

SECTION 31 – PROVISIONS FOR OUT-OF-TOWN PROJECTS

31.1 Travel expenses for all employees other than Bona Fide Local Residents on out of town projects, shall be from Burnaby City Hall to the jobsite and return.

31.2 Initial and Terminal Travel Provisions

31.2.1 The Employer shall pay an allowance per kilometer as established by CRA as the tax-free rate per kilometer. For these rates see clause 9.3.2. The distance will be measured by Google Maps, or other agreed upon tool, following a route and roads over which the employee could reasonably be expected to travel who is directed or dispatched to an out-of-town project. It is agreed by the Parties that this amount will not fall below forty-five cents (\$0.45) per kilometre. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to Sections 31.2.2, 31.2.3, 31.2.4, 31.2.5, 31.2.6 for further clarification and exceptions.

31.2.2 For travel expense payments for all employees, classified as Bona Fide Local Residents on out of town projects, see Section 31.5.

31.2.3 Notwithstanding 31.2.1 the Employer shall reimburse an employee, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. The

reimbursement will be based on the employee supplying applicable receipts for the BC Ferry Corporation rate for an under height (up to and including 7' high) with a total length of 20 feet. Reimbursement for the current single passenger fare shall also be made by the Employer based on the supply of a receipt, if requested by the Employer. The Employer will reimburse the employee where travel requires the payment of highway tolls. Receipts are also required, if requested by the Employer.

31.2.4 Notwithstanding 31.2.1 when an employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the point of dispatch and project destination airport (unless there is Employer/Owner supplied transportation from the airport located nearest thereto).
- (b) The Employer may pre-arrange the air travel to/from the employee's point of dispatch. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be by a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an employee to fly standby.
- (c) The employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

31.2.5 Notwithstanding any/all contrary provision(s) of this Section, where a variety of travel distances exist for employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance/lump sum amount which shall be paid to all applicable employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

31.2.6 Notwithstanding any/all contrary provision(s) of this Section,

- (a) If an employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employee's final pay cheque.
- (b) If an employee voluntarily terminates their own employment after having been on the project more than fifteen (15) calendar days, but less than thirty (30) calendar days, the Employer is required to pay the employee's initial travel allowance but not the terminal travel allowance.
- (c) If an employee voluntarily terminates their own employment after having been on the project for more than thirty (30) calendar days, the Employer is required to pay the employee's initial and terminal travel allowance.
- (d) It is further agreed that due to sickness of the employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.

31.2.7 Due to the proximity of the major cities in the Okanagan Area, employees who are bona fide residents of Vernon, Kelowna and Penticton shall receive initial travel expense from the City of their residence to the job in the Okanagan and shall not receive travel expense to or from Vancouver.

31.3 Living Out Allowance/Daily Travel

When accommodation and meal allowance are supplied by the Employer, it shall be of a first class nature as typically understood by the parties.

31.3.1 Where there is no camp accommodation the employee may elect to receive compensation from the Employer in accordance with the following two options that shall be provided on a seven (7) day a week basis:

- (a) Living out allowance – See rates below
 - Effective May 1, 2009 – \$ 95 per day
 - Effective July 4, 2011 – \$ 115 per day
 - Effective May 1, 2012 – \$ 120 per day
 - Effective May 1, 2013 – \$ 125 per day

If this option is chosen by the employee, the employee will not be eligible for Employer supplied daily transportation or mileage.

- (b) Room plus meal allowance. See rates below

Effective May 1, 2009 –	\$ 55.00 per day
Effective July 4, 2011 –	\$ 57.50 per day
Effective January 1, 2012 –	\$ 60.00;per day
Effective May 1, 2013 –	\$ 62.50 per day.

- (c) If (b) is chosen, the employee may request a cash advance equivalent to the LOA or daily meal allowance to an amount not more than seven (7) days meal allowance or that lesser amount dependent upon the duration of work identified on the employee’s dispatch. It is understood that the Union will assist the Employer on recovery of LOA or meal allowance payments if required.

- (d) Where the employee has elected to receive compensation under option “b” and where the Employer has supplied accommodation more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents per kilometre formula in Section 30 measured from the point of accommodation to the jobsite and back to the accommodation. Should the Employer decide to provide transportation, the daily allowance will be paid one-way.

31.4 Thirty-five (35) Day Turn-Around

31.4.1 For each thirty-five (35) calendar days on such project, the employee shall receive an allowance for turnaround or periodic leave to be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 to 500 km	\$175.00
501 to 750 km	\$275.00
751 to 1000 km	\$375.00
over 1000 km	\$475.00

31.4.2 The kilometres will be computed from the project to the Burnaby City Hall. It is agreed that the above amounts will be paid only once for each turnaround. Qualification requires five (5) days of work following leave or payment; in this case, the employee shall be allowed up to five (5) normal working days off without termination. It is agreed that at no time will more than twenty percent (20%) of the employees be on such leave. It is further agreed

that due to sickness of the employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.

31.4.3 Where Employees are Boarded by the Employer:

- (a) If the employee must leave the job during the regular working day due to illness or injury or other legitimate reasons as later approved by the Joint Conference Board, they will be paid the full travel expense allowance in accordance with this Agreement.
- (b) It is the intent that each employee be paid once and only once for each day worked for the travel allowance involved.

31.5 Local Resident Qualifications

For the purpose of supplying Local Residents for all Employers situated outside the Area covered by Map A, a "Bona Fide" Local Resident must have the following qualifications before being hired:

- 31.5.1 A Resident must be a member in good standing with Local 170 at the time they are employed.
- 31.5.2 To qualify for employment on all types of work, a Resident must be registered on the unemployed list of Local 170 prior to being employed or rehired.
- 31.5.3 To qualify as a Resident for hiring purposes, an employee must reside within one hundred (100) kilometres of the main post office of the city, town, or municipality where the project is being performed; and the employee's permanent residential address must be registered in the Office of Local 170 or the employee must otherwise prove their residential address.
- 31.5.4 Employees living between 40 and 80 kilometres of the main post office of the city, town or municipality where the project is being performed shall receive travel compensation of \$34.00 round trip per day worked.
- 31.5.5 Employees living between 80 to 100 kilometres of the main post office of the city, town or municipality where the project is being performed shall receive travel compensation of \$40.00 round trip per day worked.
- 31.5.6 A resident must have a permanent domicile at or near the project for a period of six (6) months immediately prior to being employed or rehired.
- 31.5.7 Local Residents shall receive hiring preference in the Area where their permanent residence is located.

31.6 Camp Accommodation

- 31.6.1 On jobs where a camp is supplied, Local Residents, shall not receive travel expense from Vancouver, but camp facilities shall be available to all employees at the expense of the Employer. Where employees do not make use of camp facilities or supplied accommodations and a dispute ensues over this matter, the matter shall be referred to the Joint Conference Board.
- 31.6.2 Where employees are boarded in camps on industrial projects hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the employee to take the supplied lunch to the work site. Where the work site is within close proximity of the employee's accommodations, hot lunches may be provided at the discretion of the Employer.

- 31.6.3** When the employee's station of work is not within a reasonable walking distance from the lunch area and where meal facilities are available, transportation to the lunch area shall be provided by the Employer. Facilities shall be considered to be available when located within fifteen (15) minutes walking distance and/or fifteen (15) minutes by bus or similar conveyance and the time consumed in travelling (to a maximum of fifteen (15) minutes each way) shall be at the Employer's expense at straight time rates.
- 31.6.4** Where employees are boarded by the Employer, in camps:
 - (a)** No walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.
 - (b)** On non-camp industrial jobs, the starting and stopping times shall be the tool lock-up or lunchroom.
- 31.6.5** Camp accommodations will be those as established by the B.C. and Yukon Building Trades Council and as amended from time to time.
- 31.6.6** Camps standing and mobile will be built and installed and maintained by the respective trades who are members of the Building Trades Councils, A.F.L. – C.I.O. and C.L.C.
- 31.6.7** It will not be a violation of this Agreement if members of the Union refuse to occupy camps, standing or mobile, if the above Section has not been adhered to.

SECTION 32 – LUNCH/CHANGE ROOMS , FLUSH TOILETS, TELEPHONES, DRINKING WATER

32.1 Flush Toilets

In highly transient or short-term operations, where it is not practicable to provide portable facilities, the needs of the workers must be reasonably accommodated. Depending on the workplace location, workers may be given the opportunity to access alternative facilities such as those in parks or public buildings or be provided with other options appropriate to the workplace location.

No employee will be penalized for leaving the jobsite in the case of necessity. The Employer shall provide hand cleaner.

32.2 Telephones

Journeypersons to be provided with a cell phone or any other required technology for emergency and incoming/outgoing calls.

No employees shall be required to use their own cell phone or technology for company business.

SECTION 33 – LAYOFF NOTICE AND PICK UP TIME

- 33.1** Employees being laid off for any reason on any job shall be given a one hour notice and allowed this hour to pick up and return the Employer's tools, check out of camp or register with the dispatch office of the Union.

SECTION 34 – APPRENTICESHIP AND TRAINING

- 34.1** Piping industry Apprenticeship Board – see Section 12.3

- 34.2** All apprentices shall be employed in accordance with the provisions of the Industry Training Authority Act and the parties agree to observe all the provisions of the said Act.
- 34.3** In addition to the provisions of the ITA Act all apprentices sponsored by The Piping Industry Apprenticeship Board that are also members of local 170 will sign as a condition of their sponsorship an apprenticeship agreement with the PIAB stating the conditions of PIAB sponsorship. All aspects of Apprenticeship including hours credit, rate of pay, dispatching, discipline and sign off will be the responsibility of the PIAB Executive Director.
- 34.4** All apprentices, and pre-apprentices, shall be registered with the Piping Industry Apprenticeship Board (PIAB) and the office of the Union.
- 34.5** Journeypersons shall be allowed only one (1) helper or one (1) apprentice.
- 34.6** The indentured apprentice will receive credit toward their first term of apprenticeship as determined by the Industry Training Authority. The PIAB will operate with open window selection dates to ensure access to application to the union for all qualified apprentices based on staffing requirements.

34.7 Pre-Apprentices

- 34.7.1** Pre-Apprentices may only be employed by the Employer on Non-Industrial projects. If so hired by the employer, the pre-apprentice shall only perform those duties outside the scope of work for which indentured apprentices and journeyperson members of Local 170 have been certified to perform, other than those specific duties listed below.

Installation of inserts and hangers, fixture backing, labelling, loading, handling of material (all fixtures and piping) and distribution to point of installation.

The names of employees in this category will be provided by the employer to the PIAB for registration therein. Unless otherwise agreed by the parties the pre-apprentice may only be employed for up to a maximum of (1) one year with a signatory employer. This pre-apprentice if deemed suitable by the employer and the union, must enter into the apprenticeship program subject to the pre-apprentice successfully completing the pre-apprentice training course. If successful, the Pre-Apprentice shall be credited with half the time worked for the employer toward this apprenticeship.

- 34.7.2** The Pre-Apprentice shall be remunerated in the following manner:

- (a) Wages, Vacation and Statutory Holiday pay as established herein

First six months	Minimum Wage plus 10%
Second six months	Minimum Wage plus 15%

NOTE: Employment in this classification to be no more than one year.

- (b) MSP health coverage administered and paid directly by the Employer regardless of family status, single, married, married with dependents etc.
- (c) Upon employment of a Pre-Apprentice in this industry, the Employer shall pay the Pre-Apprentice an initial one time sum of Forty dollars (\$40.00) and an additional Twenty dollars (\$20.00) a month thereafter that will be deducted and remitted for the employee's Union dues.

34.8 Technical Training

All PIAB indentured Apprentices shall attend only PIAB delivered Apprenticeship training courses other than those in outlying areas at the discretion of the Executive Director. Apprentices that attend courses other than those offered by the PIAB for Apprenticeship credit without written authorization from the PIAB may have their Sponsorship Cancelled.

34.9 Employers will contribute on behalf of all indentured apprentices the portion of the pension contribution equal to the portion of the journeyman wage to which they are entitled (e.g. 45% wage, 45% pension; 50% wage, 50% pension contribution.)

34.10 The Director of Apprenticeship and/or the Business Representatives will periodically check the apprentices on the job to determine whether or not they are being trained in the proper manner.

34.11 All PIAB Indentured apprentices will be required to maintain a log book or passport of their apprenticeship provided to them by the PIAB to document their employment training and practical experience throughout their apprenticeship to assist the PIAB and the apprentice in gaining the highest quality and most rounded experience available.

34.12 All senior indentured apprentices (third and fourth year) shall be given employment opportunities to enable them to complete their apprenticeship program. It is therefore agreed that a mix of all indentured apprentices will be adhered to by the Employers.

34.12.1 Apprentices who are in their last year of apprenticeship shall be recognized as "senior" apprentices and shall be allowed to work as journeymen and only one (1) senior apprentice shall be allowed in any shop or job to each branch of the trade, except where there are more than five (5) journeyman plumbers or five (5) journeyman steamfitters employed, or as arranged by the PIAB.

34.12.2 The journeyman to apprentice ratio shall be 2:1 except for hi-rise, retail, tilt-up, wood frame or similar construction or for any other project where the parties mutually agree, where the ratio may be 1:1.

34.13 **Journeyman Training** – Monies made available for Journeyman upgrading shall be administered by the Piping Industry Apprenticeship Board.

34.14 **United Association Standards** – All apprentices will sign that they have read and understand the UA Standard for Excellence and UA Standard for Safety.

34.15 Every employee shall take eight (8) hours of training per year as directed by the Employer. This training shall be done on the employee's own time. The scheduling of training shall be as mutually agreed by the Employer and the employee. Safety training shall be excluded from this provision.

SECTION 35 – MAINTENANCE WORK

35.1 Shall mean any work performed of a maintenance, repair or renovation character within the limit of the plant property. The words "repair" and "renovation", in connection with maintenance, refer to work required to Restore by replacement or by revamping of parts of existing facilities to the former efficient operating conditions. Maintenance work should not be construed to mean changes in the design of an existing plant which would cause to improve or increase the design output or production of a plant or project, as this is considered new Industrial work.

SECTION 36 – DEFINITION OF INDUSTRIAL PROJECTS

36.1 For the purpose of this Agreement, an Industrial Project shall mean manufacturing, production and processing plants, mining (including offshore drilling platforms and rigs) and transmission facilities, which include meter stations, pumping stations, compressor stations, tank farms, dams and hydro-electric projects. No rig welder (owner-operator) shall work on an Industrial Project. (Prior to work commencing on Offshore Drilling Platforms and Rigs, wages and conditions for divers (Scuba and Deep Sea) will be negotiated by the parties for the term of this Agreement.)

Sewage/water treatment projects and sewage/water pumping stations, will be deemed as commercial/institutional projects,

36.2 Commercial Work Designation on Industrial Projects

36.2.1 On Industrial Sites where the contractor is installing only process piping or where the contractor is simultaneously installing process piping, heating, sprinkler, and/or plumbing piping, then ALL such work shall be classified INDUSTRIAL

36.2.2 If process piping and heating, sprinkler or plumbing piping is being installed on the site by more than one (1) contractor then:

The contractor installing process piping shall have this work classified INDUSTRIAL.

The contractor installing only heating, sprinkler and/or plumbing piping shall have this work classified COMMERCIAL.

36.2.3 All heating, sprinkler and/or plumbing piping on Camp and Administration Buildings shall be classified COMMERCIAL.

36.2.4 This Section will not change the intent of Section 35 – Maintenance Work.

SECTION 37 – HANDLING OF MATERIALS

The Parties agree to continue with sub-committee work on this section and any other language issues that need to be revised.

37.1 Regardless of what type of equipment or machinery is necessary, any and all work of erecting and/or installation of materials shall be performed exclusively by journeypersons or indentured apprentices of the Union where such work falls with the trade and territorial jurisdiction of the Union. Other than the operator of the equipment or machinery, same must be manned by Union members without bar or restriction.

37.2 The Employer shall supply to employees the necessary rigging materials, such as suitable slings (chokers), come-alongs, chain blocks, hydraulic jacks or any other necessary type of material, tools or equipment required to install pipe, pipe materials, pipe hangers and supports.

37.3 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 any other Local Union of the United Association or the Labour Movement, or who are in any way violating the established conditions of the Industry.

37.4 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 Employers to replace such persons

or have such materials installed by other than members of the Union, unless with the approval of the Business Representative or the Joint Conference Board.

37.5 The Employer agrees that no portion of a contract coming under the jurisdiction of this Agreement shall be sub-contracted to a non-signer or let on a piecework basis to a non-signer of this Agreement; and the Union agrees that it will not permit its members to accept piecework or labour or direct assignment, plus labour contracts, on work covered by this Agreement.

37.6 Use of Personal Vehicles

No employee shall use their personal vehicle for the transportation of the Employer's tools and/or materials. Vehicle ownership shall not be considered as a condition of employment.

SECTION 38 – HIRING AND TERMINATING PROCEDURES

38.1 Journeyman Service Mechanics will be dispatched on a ratio of 50% name request and 50% off the board. Apprentices will be dispatched on a 100% name request basis. The Union will have forty-eight (48) hours to fill the Employer's request.

For employees who are not name requested, the Employer shall interview the member(s) presented by the Union. Following this interview, the Employer shall have the right to accept or reject the member(s). In the event the Employer rejects the member(s), the Union shall have twenty-four (24) hours to provide an alternate member(s) off the board for the Employer to interview. If the Employer rejects a member(s), the Employer shall provide the Union with a written explanation for the rejection.

If the Employer is not able to fill the position with member(s) presented by the Union, then the Employer can employ personnel as required who must qualify and become member(s) of Local Union 170 within fifteen (15) calendar days.

38.2 It is noted that this provision is subject to the provisions in Sections 10 and 11 of this Agreement. Piping Superintendents, General Forepersons and Forepersons engaged on a project must be members of Local 170.

38.3 The Employer will not coerce or use any persuasive action to require any employee to withdraw their membership from the Union.

38.4 The Employer agrees to supply the Local Union with a list of all employees on request. The Union agrees, on request, to supply a list of unemployed members to the Employer.

38.5 All employees including apprentices must have a clearance or dispatch slip from Local 170 before being hired.

38.6 Reduction of Crews

38.6.1 Should it be necessary to reduce the working forces on the job or in the Shop, the Employer shall lay off or terminate their employment in the following sequence:

- First: The Potential Member.
- Second: The Travel Card Members.
(Members of Sister U.A. Locals)
- Last: Members of Local 170.

38.6.2 In crew layoffs of over (20) twenty persons, the Job Steward will be given a layoff list at least four (4) hours prior to termination.

38.6.3 An employee shall not be dismissed, disciplined or suspended for other than just cause.

38.7 Impaired Workers

Employees who are unfit for work due to being impaired (other than medical) on the jobsite may be discharged and forfeit fare and transportation consideration from the job.

38.8 Termination

When an employee is terminated on an out-of-town job for reasons (other than Section 38.7 above) and if transportation is not available, the employee shall return to work and/or remain on the payroll on a regular shift basis until transportation is available.

38.9 Loitering

Members of the Union will not loiter around any shop or job. The Employer is not responsible for policing the Union members or the enforcement of this provision.

38.10 Job Stewards

38.10.1 A Job Steward shall be a working Building Trades Member of Local 170 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 their 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. Job Stewards shall be given appropriate training under the auspices of the Piping Industry Apprenticeship Board.

38.10.2 Job Stewards shall be recognized on all jobs, and other than superintendent, general foreperson and foreperson, shall be one (1) of the last employees terminated or transferred from any job of four (4) or more journeypersons unless by mutual agreement.

SECTION 39 – WAGE RATES AND FRINGE BENEFITS

39.1 Wage Rates

See attached Appendix "A" for total wage rates and contributions.

39.2 Foreperson

When five (5) or more persons are employed on one job, one (1) shall be designated a Foreperson and shall be paid a minimum of fifteen percent (15%) per hour above the journeyperson rate. General Foremen shall be paid a minimum of twenty percent (20%) per hour over the journeyperson rate.

39.3 Instrument Calibrators

Employees working as Instrument Calibrators shall be paid one dollar (\$1.00) per hour over the journeyperson wage rate. This premium shall not apply to employees working as Instrument Calibrators who are already receiving the Foreperson's premium.

39.4 Class "A" Gasfitters

Employees working as Class "A" Gasfitters shall be paid ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour over the journeyman wage rate. This premium shall not apply to employees working as Class Two Gasfitters who are already receiving the Foreperson's premium.

39.5 First Aid Tickets

The parties agree to provide a premium for those employees for whom the Employer requires a Level 2 first aid ticket on a project. Such employees are to receive a premium of twenty-five cents (\$0.25) per hour when such Level 2 first aid ticket is required.

39.6 Yukon Territory

Employees required to work in the Yukon Territory will receive an extra fifty cents (\$0.50) per hour over the standard rate. Travel expense only to be decided by pre-job conference.

39.7 Holiday Pay

Holiday Pay shall be twelve percent (12%) of total gross earnings (not fringe benefits) consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays. Holiday pay to be paid at least once a month on a regular pay day. The employee may elect to have their holiday pay held until such time as they take their Annual Holidays or on termination. An employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

39.8 Employees shall not work for wages during their Annual Holidays.

39.9 Pay Provisions

39.9.1 The regular pay day shall be at least once every two (2) weeks as agreed upon between the Employer and Local Union 170 and wages shall be paid before quitting time. Upon request by the employee, the Employer shall pay an advance on alternate weeks for the duration of the project. At sign-up the employee must provide a void cheque to initiate the Employer setting up a direct deposit pay system. Should the employee not wish to participate in the direct deposit pay system of the Employer, the employee must identify this at time of sign-up. Charges for cheque cashing at any British Columbia bank are the responsibility of the Employer.

39.9.2 Employee pay cheques shall be accompanied by a statement with each pay showing the Employer's name, the number of hours at straight time rate, the number of hours at overtime rates, applicable wage rates, dues check-off and total contributions made on the employee's behalf.

39.9.3 If a job is in the same area as the shop or if a payroll department is set up on the project, then the employees shall be paid their wages in full at termination, except in extenuating circumstances. However, in such cases the employee must be paid before the completion of the regular day shift following the shift on which the employee is working. If an employee wishes to terminate they must give eight (8) hours notice in order to receive their pay at the completion of their regular day shift, and on other shifts the employee must be paid before the completion of the regular day shift following the shift on which the employee is working.

39.9.4 Where the job is not located in the area where the firm is established or there is no payroll department set up on the job, then cheques must be mailed within three (3) working days. On short term jobs (shutdowns) the Employer, if requested, will issue a drag cheque to

cover the employees out of pocket travel fare expenses. On short-term jobs (shutdowns) the Employer shall pay the employees travel fare and expenses when finishing on out of town shutdown projects by cheque to be mailed within three (3) days of the employee's layoff. LOA, or meal allowance payments if requested by the employee will be paid for the first week of employment by a drag cheque (it is understood that the Union will assist the contractor on recovery of LOA payments if required).

SECTION 40 – OWNER OPERATOR – RIG WELDER

- 40.1** The expression "Owner Operator" as shown herein, shall mean Rig Welder who performs work within the jurisdiction of the Union for pay, remuneration or compensation of any kind.
- 40.2** The Employer agrees that they will not under any circumstances engage a Rig Welder to perform work unless and until the Rig Welder prior to commencement of such work proves to the Employer that they are a member in good standing of the Union.
- 40.3** The rate of payment for Rig Welders issued periodically by the Union does not include the monies that the Employer is obligated to pay in accordance with Piping Industry Trust Funds as outlined in Section 12. The payment of these monies as established in the Agreement is the responsibility of the Employer.
- 40.4** The Employer is also responsible for deducting the Supplemental Dues Check-off as per the Agreement.

SECTION 41 – WELDERS

- 41.1** All pipe welders employed in connection with the installation of work under the terms of this Agreement shall be members of the Union and provide proof of their competency; this is not to include welders who might be employed for short periods on alterations, repairs or temporary work – short periods not to exceed eight (8) hours on any one job, on alterations, repairs or temporary work.
- 41.2** The Journeyperson Training and Industry Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure Ticket or Certificate of Competency. However, it is understood that regardless of results, all tests shall be conducted on the Employer's time at the prevailing rate of wages, and results of all tests are to be turned over to the Union upon request.

Should the Welder fail the first performance qualifications test(s) or retest(s), in each individual case any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the employee's own time. The intent of this Section is to allow a welder to retest once.
- 41.3** When working in a permanent Fab Shop, and/or in confined spaces with Fibreglass, toxic fumes or smoke, proper ventilation shall be provided. In the event of a dispute, the WorkSafe BC Regulations shall prevail.

SECTION 42 – PROTECTIVE CLOTHING AND TOOLS

- 42.1** When required, rubber boots and raincoats, pants and hats shall be furnished by the Employer on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the WorkSafe BC Regulations, protective clothing shall be supplied to employees working in confined spaces on maintenance and repair jobs where certain conditions exist, such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.

- 42.2** Employers shall supply welder's helmets, leather jackets or arms (when necessary), goggles and gloves. All tools will be supplied by the Employer for all trades. However, on Commercial-Institutional projects, all tools will be supplied by the Employer, except for the following which shall be supplied by all Union members when employed on Commercial-Institutional projects:

Plumber's Tool List

Tool Box	18" Pipe Wrench
Hacksaw	14" Pipe Wrench
Pump Pliers	Claw Hammer
Aviation Tin Snips	1/4" to 7/8" Combo Box Ends Set
3/4" Cold Chisel	Auto Retractable Utility Knife
Plumb Bob	#2 Slot Screwdriver
Keyhole Saw	#2 Phillips Screwdriver
6" Vice Grips	#1 Robertson Screwdriver
10" Vice Grips	#2 Robertson Screwdriver
#104 Ridgid Cutters	#3 Robertson Screwdriver
#15 Ridgid Cutters	Chalk Line
#20 Ridgid Cutters	Basin Wrench
Striker	Wire Brush
Half Round Bastard File	Nail Puller
1" Wood Chisel	Torpedo Level 9"
Tape Measure Standard/Metric 25'/7.5M	12" Adjustable Wrench
1/2" Cordless Impact Drill Combo	

Replacement of tools in case of job fire, job theft (if in Employer-secured lockup), or job breakage is at Employer's expense. List of tools, sheets to be provided by the Employer and signed by Employer's representative and member at time of hire. They shall have thirty (30) days to obtain tools from date of ratification of contract. In the case of breakage or wear, the broken/worn tool must be provided to obtain replacement. Employer will maintain tools on list, wear and tear. Tools will be replaced make for make. Theft claims will require Police Report numbers to be provided.

Goggles and gloves will be supplied to Fab Shop employees. Gloves will be supplied to all employees working with welders. Coveralls and gloves shall be supplied to all employees working with fibreglass pipe and materials whether in Shop or Field Construction. Leather aprons will be supplied to fitters working with Welders in Fab Shops. The Employer will be reimbursed for the cost of these leather aprons through the J.T.I.P. Fund.

- .3** When a tool box with a lock and key is supplied to any journeyman employee, they shall sign a standardized form as approved by the Joint Conference Board and be responsible for the return of all tools and/or equipment issued to them by the Employer. In case of theft of tools and/or equipment, both parties agree to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided in this Agreement.

SECTION 43 – UNIFORMS

- 43.1** Employees will be supplied uniforms and the Employer will be responsible for the laundering of all supplied uniforms.

SECTION 44 – NO CESSATION OF WORK

- 44.1** To protect the quality of life and the property of the clients of the Mechanical industry in British Columbia served by those signatories engaged in the commercial service business, the following shall apply:

It is understood by the parties that if there is a strike or lockout in the ICI construction industry, the provisions of this Service Agreement will remain in full force and effect.

SECTION 45 – TERM OF AGREEMENT

45.1 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 further agreed by the Parties that this Agreement shall be in effect until the 30th day of April, 2021, 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.

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

SIGNED THIS ____ DAY OF _____, 2021.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

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

APPENDIX "A"

Breakdown of Monetary Package		October 21, 2019					July 13, 2020				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Pension (Earned)	Total Employer Contributions	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Pension (Earned)	Total Employer Contributions	Total Monetary Package
General Foreperson ² (includes premium)	120%	\$46.65	\$5.60	\$5.25	\$4.38	\$61.88	\$48.15	\$5.78	\$5.25	\$4.38	\$63.56
General Foreperson	120%	\$45.90	\$5.51	\$5.25	\$4.38	\$61.04	\$47.40	\$5.69	\$5.25	\$4.38	\$62.72
Foreperson ² (includes premium)	115%	\$44.74	\$5.37	\$5.25	\$4.38	\$59.74	\$46.18	\$5.54	\$5.25	\$4.38	\$61.35
Foreperson	115%	\$43.99	\$5.28	\$5.25	\$4.38	\$58.90	\$45.43	\$5.45	\$5.25	\$4.38	\$60.51
Journeyperson ¹ (includes premium)	100%	\$39.00	\$4.68	\$5.25	\$4.38	\$53.31	\$40.25	\$4.83	\$5.25	\$4.38	\$54.71
Journeyperson	100%	\$38.25	\$4.59	\$5.25	\$4.38	\$52.47	\$39.50	\$4.74	\$5.25	\$4.38	\$53.87
Apprentices:											
8 th 6 months	80%	\$30.60	\$3.67	\$4.20	\$4.38	\$42.85	\$31.60	\$3.79	\$4.20	\$4.38	\$43.97
7 th 6 months	75%	\$28.69	\$3.44	\$3.94	\$4.38	\$40.45	\$29.63	\$3.56	\$3.94	\$4.38	\$41.51
6 th 6 months	70%	\$26.78	\$3.21	\$3.68	\$4.38	\$38.05	\$27.65	\$3.32	\$3.68	\$4.38	\$39.03
5 th 6 months	65%	\$24.86	\$2.98	\$3.41	\$4.38	\$35.63	\$25.68	\$3.08	\$3.41	\$4.38	\$36.55
4 th 6 months	60%	\$22.95	\$2.75	\$3.15	\$4.38	\$33.23	\$23.70	\$2.84	\$3.15	\$4.38	\$34.07
3 rd 6 months	55%	\$21.04	\$2.52	\$2.89	\$4.38	\$30.83	\$21.73	\$2.61	\$2.89	\$4.38	\$31.61
2 nd 6 months	50%	\$19.13	\$2.30	\$2.63	\$4.38	\$28.44	\$19.75	\$2.37	\$2.63	\$4.38	\$29.13
1 st 6 months	45%	\$17.21	\$2.07	\$2.36	\$4.38	\$26.02	\$17.78	\$2.13	\$2.36	\$4.38	\$26.65

Employer Contributions		October 21, 2019		July 13, 2020	
Union Benefit Plan	E		\$2.67		\$2.67
CLR Dues	W		\$0.13		\$0.13
Rehabilitation Fund ³	W		\$0.04		\$0.04
JAPlan ^{3,4}	W		N/A		N/A
D&A Policy ³	W		\$0.01		\$0.01
PIAB Fund	W		\$0.83		\$0.83
JTIP Fund (GST to be added)	W		\$0.10		\$0.10
MIRA (GST to be added)	W		\$0.17		\$0.17
SUB	W		\$0.10		\$0.10
CIBF (Affiliation/Benefit Fund) ³	W		\$0.18		\$0.18
Industry Enhancement Fund	W		\$0.10		\$0.10
Canadian Training Fund	W		\$0.05		\$0.05
* Total Employer Contributions - Straight Time Hours			\$4.38		\$4.38
* Total Employer Contributions - 1.5X Overtime Hours			\$6.40		\$5.72
* Total Employer Contributions - 2X Overtime Hours			\$8.42		\$7.05

1. The Journeyperson rate includes a \$0.75 premium. To qualify for this premium a journeyperson must hold a current Gas B and Cross Connection Certificate as per Clause 7.1.
2. The Foreperson or General Foreperson rate includes a \$0.75 premium for those journeypersons holding a current Gas B and Cross Connection Certificate as per Clause 7.1.
3. Union Remittance form combines CIBF, JAPlan, Rehabilitation Fund, and D&A into a single remittance of \$0.23 titled CIBF.
4. JAPlan contributions have been temporarily suspended by the plan trustees until further notice

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned; those marked "W" paid/deducted based on hours Worked

Appendix "A" (cont'd)

Employee Deductions	October 21, 2019							July 13, 2020						
	Hourly Dues (2.5% of Straight Time Hourly Wage Rate)	Canadian Building Trades	BC Building Trades	Market Recovery & Area Training	Canadian Political Action Fund	Rehab Fund	Helmets to Hardhats	Hourly Dues (2.5% of Straight Time Hourly Wage Rate)	Canadian Building Trades	BC Building Trades	Market Recovery & Area Training	Canadian Political Action Fund	Rehab Fund	Helmets to Hardhats
	E	E	E	E	E	W	W	E	E	E	E	E	W	W
General Foreperson	\$1.17	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.20	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Foreperson	\$1.12	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.15	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Journey person	\$0.98	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.01	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Apprentices:														
8th 6 months	\$0.77	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.79	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
7th 6 months	\$0.72	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.74	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
6th 6 months	\$0.67	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.69	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
5th 6 months	\$0.62	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.64	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
4th 6 months	\$0.57	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.59	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
3rd 6 months	\$0.53	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.54	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
2nd 6 months	\$0.48	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.49	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
1st 6 months	\$0.43	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.44	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01

Total Employee Deductions		
Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours

General Foreman	\$1.53	\$2.26	\$2.99
Foreman	\$1.48	\$2.19	\$2.90
Journey person	\$1.34	\$1.97	\$2.61
Apprentices:			
8th 6 months	\$1.13	\$1.66	\$2.19
7th 6 months	\$1.08	\$1.58	\$2.09
6th 6 months	\$1.03	\$1.51	\$2.00
5th 6 months	\$0.98	\$1.44	\$1.90
4th 6 months	\$0.93	\$1.37	\$1.81
3rd 6 months	\$0.89	\$1.30	\$1.71
2nd 6 months	\$0.84	\$1.22	\$1.62
1st 6 months	\$0.79	\$1.15	\$1.52

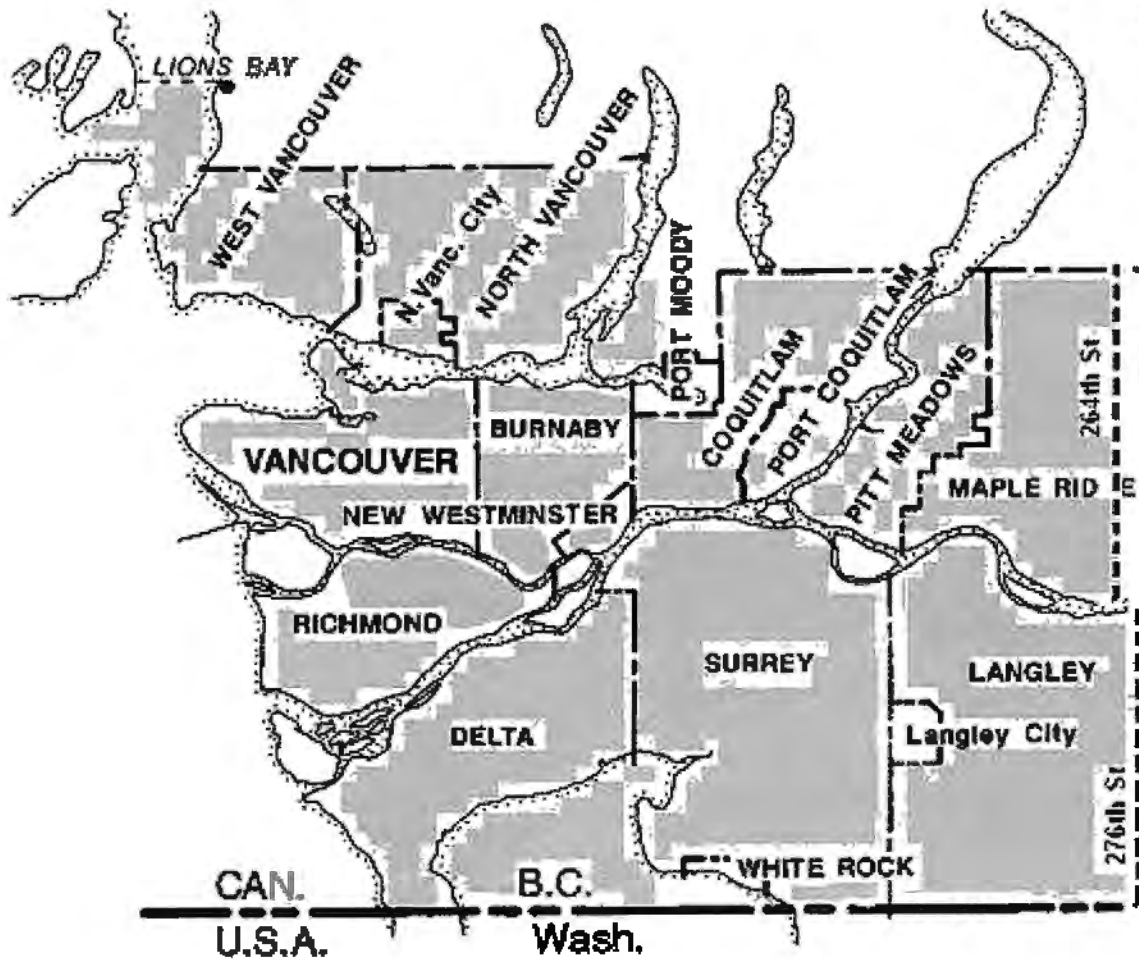
Total Employee Deductions		
Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours

	\$1.56	\$2.31	\$3.07
	\$1.51	\$2.24	\$2.97
	\$1.37	\$2.02	\$2.67
	\$1.15	\$1.69	\$2.24
	\$1.10	\$1.62	\$2.14
	\$1.05	\$1.54	\$2.04
	\$1.00	\$1.47	\$1.94
	\$0.95	\$1.40	\$1.85
	\$0.90	\$1.32	\$1.75
	\$0.85	\$1.25	\$1.65
	\$0.80	\$1.17	\$1.55

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned; those marked "W" paid/deducted based on hours Worked
 Note: Market Recovery & Area Training is split 80/20

MAP "A"

This map shows the areas referred to in Sections 30.1 – 30.6. It is for reference only. Further detail is available from the CLR or the Union.



LETTER OF UNDERSTANDING RE: MIRA

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 and/or trustees as provided in the Collective Agreement. If MIRA cannot provide these members/trustees within 45 days of notice of a vacancy, CLR will become the appointing body (with a 30-day period) at which time if the vacancy is unfilled the Union will take over the appointments in question. Trustees so appointed shall remain until such time as they resign or are removed by operation of the trust document or society by-laws.

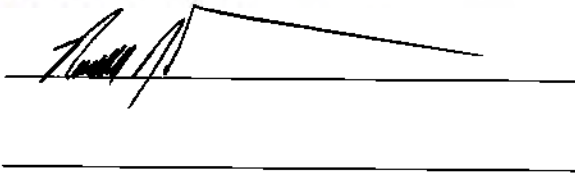
SIGNED THIS ____ DAY OF November, 2021.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

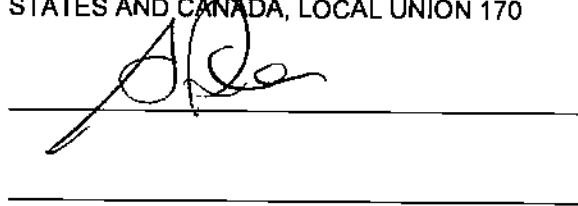


MECHANICAL INDUSTRIAL RELATIONS ASSOCIATION



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



LIST OF SIGNATORY CONTRACTORS

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing of this Agreement, the following employers have authorized CLR to bargain a renewal UA Local 170 Standard ICI Agreement with the United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada Local 170 and to sign such Agreement on their behalf.

- | | |
|---|---|
| 1. Anderson Plumbing & Heating Ltd. | 6. Johnson Controls Ltd. |
| 2. Black & McDonald Limited | 7. Modern Niagara Vancouver Inc. |
| 3. Davidson Bros. Mechanical Contractors Ltd. | 8. Siemens Building Technology Ltd. |
| 4. Fred Welsh Ltd. | 9. Total Energy Systems Ltd. |
| 5. Gordon Latham Limited | 10. Trotter and Morton Building Technologies Inc. |