

# **REFRIGERATION & AIR CONDITIONING AGREEMENT**

**Collective Agreement for  
Service and Maintenance**

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY 2018

**BY AND BETWEEN:**

**CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC (CLR)**

On its own behalf, on behalf of its member employers who have authorized CLR to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.

**AND:**

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED STATES  
AND CANADA LOCAL UNION 516**

CLR, for and on behalf of each Employer, and Local Union 516 do enter into this Agreement, with jurisdiction in the entire Province of British Columbia, the clauses of which are outlined and the terms prescribed in this Agreement.

**May 1, 2018 to April 30, 2021**

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**UA Canadian Standard for Excellence**

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In support of the industry's efforts to provide the quality service through management and employee skills, the Parties agree that Standards for Excellence criteria as agreed by the Parties will form part of this Agreement and that jointly cost shared monthly meetings may be scheduled by the Employer in support of the provision of quality service to clients.

It is recognized that the current Standard for Excellence contains both Employee and Employer responsibilities and as such both parties shall make every reasonable effort to comply with these Standards.

Each Party to this Agreement strives to provide the best "value" to the purchaser of its services. Through this approach the continuing prosperity of the Employers and Employees can be developed. Recognition that change is required on an ongoing basis is key to this continued prosperity. A competitive offering to the marketplace is key to survival and growth.

Training and the continued adoption of technology will assist in this growth and prosperity.

This Agreement shall standardize working conditions of all employees ("Employees") engaged in the repair, service and maintenance of all refrigeration, air conditioning equipment and heat pumps. Establish and maintain fair conditions of labour for all Employees and to provide protection for Employers and Employees in the Industry. It shall also be the purpose of this Agreement to increase the efficiency of workers and to set up a method of settling any differences which may arise between the Parties to this Agreement in a just and equitable manner. Any Employee terminated for just cause shall appear before the UA 516 Standard for Excellence Committee when summoned.

Such is the motive of the following clauses of this Agreement.

The Parties agree that it is essential to have employees upgrade their skills with regular formalized training to expand the knowledge base of the employees to help improve performance, efficiency, confidence and satisfaction. Further, the Parties agree to work together to ensure employees take this training on an annual basis and that the employees take responsibility for and participate in training.

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**CLAUSE 1.00 -- UNION RECOGNITION BY THE EMPLOYER**

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- 1.01** The Employer hereby agrees to recognize the Local Union 516 and to engage and employ only members in good standing of this organization in the carrying out of work in connection with the servicing, repair, retrofit and start-up of all product refrigeration; heating, ventilating and air conditioning, heat pump, boiler, transport and marine refrigeration; including all secondary refrigerants, piping, controls, equipment and all appurtenances pertaining to the same.
- 1.02** Maintenance and Service work is the work normally performed by contractors, either by contracts or an emergency call basis, who are equipped to handle all work relating to evacuating, charging, start up, inspection, operating, maintenance and service calls necessary to keep a mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilation or any other newly installed, remodelled, revamped or redesigned mechanical and/or solar system in operational order. Maintenance and Service shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other Maintenance and Service Work assigned to the Employer by the Customer.
- 1.03** It is understood that the Employer agrees that this is the work encompassing all classes of labour as outlined in this Agreement including any employees involved in the servicing, repair and retrofit of refrigeration or air conditioning equipment. This shall include operators and operating engineers.
- 1.04** The Employer shall allow time off work for any Employee who is serving on a Union Committee, or

Delegate to any conference or function at no cost to the Employer.

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**CLAUSE 2.00 -- MANAGEMENT RIGHTS & RESPONSIBILITIES**

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

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**CLAUSE 3.00 -- DISPATCH**

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- 3.01** The Employer shall employ only members in good standing who have been cleared and dispatched by Local Union 516. The Employer shall have the right to name request one hundred (100%) of the members of the union required. All persons dispatched must possess a dispatch slip signed by the Business Manager before commencing work.
- 3.02** Employers reserve the right to refuse to hire Union members who are not acceptable to the Employer. If such refusal takes place, the Business Manager of the Union may request a written statement outlining the reasons for the refusal and the Employer shall supply such written statement.
- 3.03** Should the Local Union 516 be unable to supply such skilled mechanics at the request of the Employer, it shall be the privilege of the Employer under the terms of this Agreement to engage or employ such help as shall be required for this purpose. The Employer agrees to notify Local Union 516 when such help is required. This provision shall include all classes of labour. i.e. Journeymen, Apprentices, and Welders.
- 3.04** It is expected that the apprentice spends an appropriate amount of time being trained by a journeyman. An apprentice shall work with a journey person in the first full year of their apprenticeship.
- 3.05** The Parties Agree that all new employees dispatched by the Union will have the following training:

Fall Arrest	Personal Protective Equipment (PPE)
Confined Space Awareness	Respirator Training
Elevated Platform	Hot Work
WHMIS	Asbestos Awareness
Transportation of Dangerous Goods (TDG)	Reporting Injuries
Counterbalance Forklift	Lockout Procedures

All existing employees who do not have this training shall obtain it as soon as is practically possible. It shall be the responsibility of the Union and the employees to keep these training certifications current.

**CLAUSE 4.00 -- APPRENTICES AND HELPERS**

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- 4.01** Each Employer shall employ Refrigeration Apprentices when available on work covered by this Agreement on the ratio of not more than one (1) apprentice to one (1) journeyman and at least one (1) apprentice to three (3) journeymen thereafter, provided however, that it be understood that there are or may be situations where this ratio would be impractical and in which case the Employer will consult with the Business Manager of Local Union 516 with a view to finding a mutually acceptable solution. The Parties recognize the importance of training to the industry and therefore all Apprentices shall attend the JARTS School when scheduled and assigned to do so. All apprentices shall attend any extra instructional classes while attending scheduled schooling.
- 4.02** The Employer shall report to the Journeyman and Apprenticeship Training Committee at six (6), twelve (12) months and upon termination/layoff their assessment of apprentice competency. It is understood that Apprentices retain seniority rights as per Clause 7 of this agreement.
- 4.03** It is understood that the Employer has the right to train the Apprentice in all facets of the work (i.e. service, maintenance, installation). Apprentices shall work under the supervision of a journeyman.
- 4.04** A helper may be employed by the Employer for construction work to assist journeypersons and apprentices on the basis of one (1) for each ten (10) journeypersons and apprentices or one per company, whichever is the greater. Helpers shall not work alone. If the Helper meets the expectations of the Employer to become an apprentice, the Helper will be granted three (3) months time credit towards apprenticeship. Helpers will be paid thirteen dollars and fifty cents (\$13.50) plus one dollar and fifty cents (\$1.50) for Holiday Pay with 2 weeks holidays. No contributions for Health and Welfare and Savings are required.
- 4.05** A helper's duties are limited to any work not covered by the scope of this agreement

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**CLAUSE 5.00 -- HOURS OF WORK**

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- 5.01** The hours of labour shall be eight (8) hours per day, Mondays to Fridays inclusive. Under the terms of this Agreement this shall be the standard week of forty (40) hours.
- 5.02** Where it is mutually agreed between the Employer and the Employee, an Employee's normal work week may include Saturday as a normal straight time day and his other day off would be on an overtime basis if he is required to work that day. The Employer agrees to guarantee eight (8) hours pay at the straight time rate for work performed on Saturdays when this paragraph becomes operative. Such work to be pre-scheduled and days off to be consecutive.
- 5.03** The standard hours of work are 8:00 am to 4:30 p.m. These hours of work may be staggered in any shop, although each Employee shall have a set starting and quitting time. Start times to be between the hours of 6:00 a.m. and 10:00 a.m. Employees reporting for work at their set start time shall be paid from this point. This shall not exclude the setting up of extra shifts. The starting time may be changed by the Employer with proper notice given to the Employee (i.e. the day before).
- 5.04** A compressed work schedule of four (4) ten (10) hour shifts at straight time rates, either Monday through Thursday or Tuesday through Friday, may be established if mutually agreed by the Employer and the Employees.
- 5.05** In the event of it becoming necessary to work more than one shift, such extra shifts or shift shall be for a minimum period of three (3) nights or until completion of the job, whichever first occurs. Employees engaged for such shifts shall receive a two (2) dollar per hour premium for such work. No Employee shall work through two (2) consecutive shifts in any calendar day.

**5.06** If an employee reports for work and the Employer has failed to notify the Employee previously that the Employee's services are not required, the Employee shall be paid a minimum of four (4) hours pay. Or if an Employee is called out on an off day he shall receive a minimum of two (2) hours pay at the prevailing rate of pay. When an Employee is called out from his place of residence after the regular shift, double time rates shall apply.

**5.07** All service work carried out by Employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate of time and one-half for the first three (3) hours after the Employee's quitting time, after which double time rates shall apply. Overtime on such extra shifts as may exist shall be computed on the same basis. If the Employee is required to work over ten (10) hours in one shift, the Employer will reimburse the Employee for the reasonable cost of the meal, (a twenty (\$20) dollar limit), based on the supply of receipts.

All construction work carried out by Employees in excess of the hours set forth shall be considered as overtime. If an Employee has completed their regular work week and they are scheduled for a Saturday shift (8:00a.m. to 4:30 p.m.) they shall be guaranteed to be paid at the rate of time and one half for eight (8) hours. All work carried out on Sundays and Statutory Holidays recognized by this Agreement shall be paid for at the rate of double time. All callouts from home shall be paid at double time rates.

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

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**CLAUSE 6.00 -- STANDBY TIME**

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**6.01** When an Employee is required by the Employer to standby and be available to perform emergency work outside of the scheduled hours or work he shall be paid the following:

Monday	1 hr at straight time plus actual hours worked at the prevailing rate.
Tuesday	1 hr at straight time plus actual hours worked at the prevailing rate.
Wednesday	1 hr at straight time plus actual hours worked at the prevailing rate.
Thursday	1 hr at straight time plus actual hours worked at the prevailing rate.
Friday	1 hr at straight time plus actual hours worked at the prevailing rate.
Saturday	1.5 hrs at straight time plus actual hours worked at the prevailing rate.
Sunday	1.5 hrs at straight time plus actual hours worked at the prevailing rate.

**6.02** The parties recognize the need to provide emergency service however, the Employee retains the right to refuse standby time within reason.

**6.03** Standby time will be paid on the basic hourly rate exclusive of all benefits and tickets.

**6.04** Where the Employee wishes, these moneys may be contributed to the individual's savings plan.

**6.05** The Employer shall not be liable for over contributions into an Employee's savings plan.

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**CLAUSE 7.00 -- LAYOFFS/REDUCTIONS IN CREWS**

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**7.01** Upon termination or layoff, the employee will be allowed one (1) hour with pay to pick up his tools. The Employer will provide transportation to the Employee's residence for the Employee and his tools in those cases where the Employee operates an Employer supplied vehicle.

**7.02** Employees shall be given their Employment Insurance Separation Certificate at time of termination or lay off on the job, or where possible arrangements made whereby their cheque and Employment Insurance Separation Certificate will be mailed to them not later than the following day.

- 7.03** Should it be necessary to reduce the working forces on the job or in the shop, the Employer shall lay off due to a shortage of work in the following sequence:
- (a)** The Potential Member (Permit)
  - (b)** The Travel Card Members
  - (c)** Members of Local 516. Layoff shall be on the basis of last hired, first to go. Determination shall be as dated on Local 516 dispatch slip. It is recognized that due to employees having special skills in the refrigeration trade, circumstances may arise where there is a need to lay-off out of sequence. If agreement cannot be reached between the Employer and the Union, disputes will be referred to the Joint Conference Board.
  - (d)** Helpers do not retain seniority.
- 7.04** It is understood that Employees laid off under these circumstances shall be the first person(s) rehired when work picks up again in this sector of the trade.
- 7.05** If the Employer finds it necessary to keep the Travel Card or Permit Man employed, then in such case he shall consult the Business Manager of the Union and receive his permission to do so.
- 7.06** Employees do not retain seniority rights until they have completed twelve months of employment, severance pay provisions will however continue to be required after three (3) months employment as per the Employment Standards Act.
- 7.07** Employment Standards Act provisions regarding the liability resulting from length of service:
- (1)** After three (3) consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
  - (2)** The employer's liability for compensation for length of service increases as follows:
    - (a)** after 12 consecutive months of employment, to an amount equal to 2 weeks' wages
    - (b)** after 3 consecutive years of employment, to an amount equal to 3 weeks' wage plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.
  - (3)** The liability is deemed to have been discharged if the employee
    - (a)** is given written notice of termination as follows:
      - (i)** one weeks' notice after 3 consecutive months employment
      - (ii)** 2 weeks' notice after 12 consecutive months of employment
      - (iii)** 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice
    - (b)** is given a combination of written notices under subsection (3) (a) and money equivalent to the amount the employer is liable to pay, or
    - (c)** terminates the employment, retires from employment, or is dismissed for just cause

- (4) The amount the Employer is obligated to pay becomes payable upon termination of the employment and is calculated based on 40 hours per week except when the employee's regular work week is less than 40 hours (as agreed to by the Employer and employee) in which case the lesser applies.
- (5) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary lay-off is deemed to have been terminated at the beginning of the layoff.

**7.08** Allocation of work must be fair and equitable. In periods where allocation of work is a concern the employer will consult with the Business Manager of Local 516 with a view to finding a mutually acceptable solution.

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**CLAUSE 8.00 -- BASIC MINIMUM WAGE SCALE AND FRINGE BENEFITS**

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**8.01** Under the terms of this Agreement both parties shall agree to the following minimum rates outlined herein. See Appendices "A & B".

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**CLAUSE 9.00 -- FOREMEN**

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**9.01** When the Employer employs five (5) or more members of Local516 on a job site or in a service shop, one (1) shall be designated a working Foreman and shall be paid a premium often percent (10%) above his regular wage rate for each hour he works as a Foreman. Any Journeyman designated as a General Foreman shall be paid fifteen percent (15%) above his regular wage rate for each hour he works as a General Foreman.

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**CLAUSE 10.00 -- TICKETS**

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**10.01** When a Refrigeration T.Q. holder has a "B" Gas Ticket he shall be paid eighty cents (\$0.80) above his regular rate of pay. When a Refrigeration T.Q. holder has an "A" Gas Ticket he shall receive one dollar and sixty cents (\$1.60) in addition to his regular rate of pay, when used. When a Refrigeration TQ Holder has an RE Electrical ticket, he or she shall receive forty cents (\$ 0.40) in addition to their regular rate of pay. The maximum premium paid to any Employee will be two dollars (\$2.00) per hour when an Employee is using "A" Gas or "RE" Electrical Tickets. The "A" Gas Ticket or "RE" Electrical Ticket premiums are to be paid only if the Employer requires the Employee to have the Ticket. If the Employer is working in a facet of the trade where no Ticket is required, the Tickets are not paid for. Ticket payment will be effective from the date the Ticket is issued.

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

**10.03** Journeymen must be fully qualified to be eligible for dispatch unless otherwise determined by the Business Manager of Local 516.

(a) A journeyman must possess the following tickets to be considered qualified:

1. CFC/ODS Certification
2. Red Seal Refrigeration Ticket or BC TQ
3. B Gas Ticket (Currently BC or Alberta)
4. RE Ticket – Refrigeration Electrical Endorsement

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**CLAUSE 11.00 -- VACATION AND STATUTORY HOLIDAYS**

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**11.01** Employees shall receive combined Holiday and Vacation Pay as outlined in Clause 8.01. This shall represent three weeks annual vacation, and Statutory Holidays. The recognized



"Statutory" Holidays are: New Year's Day, Family Day (which may be worked at straight time with the preceding or following Monday to be taken in lieu), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B.C. Day, B.C. Day, Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Employee Birthday (taken by the Employee within one week (either side) of the Employee's birthday) and any other day declared as such by the Provincial or Federal Government.

- 11.02** The Easter Monday, the Friday before BC Day and the Friday before Labour Day holidays may be worked at straight time rates, with an alternate day off scheduled in lieu. The alternate days will be as mutually agreed by the Employer and the employee.
- 11.03** When Statutory Holiday falls on a Saturday or Sunday, the following work day or days shall be taken off in lieu.
- 11.04** When an Employee is required to work on Statutory Holidays recognized by this Agreement he shall be paid double time for all hours worked and shall receive one (1) day in lieu without pay.
- 11.05** Vacation and Statutory Holiday Pay shall be paid every payday.
- 11.06** The Employees shall receive three (3) weeks annual vacation which may be taken in more than one period but shall not be unduly fragmented.
- 11.07** Holidays taken during the time period June 1 to September 30 shall be approved on a seniority basis so that they do not adversely affect the operations of the Employer.

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**CLAUSE 12.00 -- TOOLS**

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- 12.01** The Employer shall supply all tools used by Employees in carrying out their duties or, by mutual agreement, the Employees shall supply their own tools at the rate of eighteen cents (\$0.18) per day per one hundred dollars (\$100.00) value of tools based on a minimum value of \$3,000.00. The Employees shall endeavour to protect tools from loss. The Employer shall replace an Employee's tools on the basis of tool for tool and make for make to the value of tools agreed to between the Employer and the Employee. This coverage will only apply in cases of fire or theft by forced entry. Employees are to report break-ins (e.g. break-in to an Employer provided service vehicle) immediately and complete the required paperwork, including filing a police report.

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**CLAUSE 13.00 -- TRANSPORTATION AND TRAVELLING COMPENSATION**

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- 13.01** Employees sent out-of-town shall receive their board and transportation to and from such work. When it is necessary for the employee to make an overnight stay on out-of-town work, the Employer will provide the accommodation, plus up to \$50,00 per day for meals (Employee must provide receipts). No reimbursement will be made for alcohol or drugs.
- 13.02** Traveling Time by Public Transportation during normal working week shall be paid for at the rate of single time based on eight (8) hours in twenty-four (24) hours. Two (2) hours straight time to be paid going and two (2) hours return if called upon to travel by public transportation before or after normal working day. Where an Employer requests an Employee to travel by public conveyance on Saturdays and Sundays, he shall be paid at the rate of time and one-half (double time going and single time rate on the return trip).
- 13.03** Where an Employee is required to drive a vehicle on out-of-town work, such hours of driving shall be paid for at the same rate as working time.

**13.04** Employees shall be at the job or job site at their appointed start time within the free zone of the Lower Mainland defined as that area west of 276th Street south of the Fraser River and west of 272nd Street north of the Fraser River.

**13.05** New Employees hired by the Employer who choose to reside outside the Free Zone, or existing Employees who choose to relocate outside the Free Zone, shall have deducted from their wage rate an amount of fifty-two cents (\$0.52) per kilometre (as per the Canada Revenue Agency) based on the distance from Employee's residence to the boundary of the Free Zone both ways. Should the Employee not have to travel into or through the Free Zone to work on any given work day, this amount will not be deducted.

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**CLAUSE 14.00 -- PAY DAYS**

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**14.01** The Employer shall pay on a weekly or bi-weekly basis (with weekly draws if requested by the Employee). The draw will be on the basis of the base hourly rate less applicable taxes as pre-arranged with the Employer. Pay shall be based on all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day.

**14.02** Any Employer who wishes to mail Employees cheques must have the consent of the Employee. It is recognized that direct deposit arrangements can be provided.

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**CLAUSE 15.00 -- CHECK-OFF SYSTEM AND INDUSTRY FUNDS**

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**15.01** It is agreed by both Parties that the check off system for collection of Union dues shall be used. The Employer shall deduct for a Dues Supplement an amount of one and one-quarter percent (1.25%) of hourly gross wages including fringe benefits (i.e. Holiday pay, Health & Welfare, Savings Plan) earned by all Employees while working under the terms of this Agreement and forward same to the Financial Secretary of the Union, no later than the fifteenth (15th) day of the calendar month following the month for which deduction was made.

**15.02 Union Dues Check off**

The Employer agrees to deduct from the Employees' wages, paid in the first pay of the month, the sum equivalent to one month's dues at Journeyman or Apprentice rates, as determined by the Union, and remit this amount as outlined in Clause 15.18.

**15.03 Health and Welfare Plan**

Effective May 1, 2018, each Employer shall contribute the amounts noted in Appendices A & B, per hour earned by each employee, by the fifteenth (15th) day of the month following that which contributions cover, to the Health and Welfare Plan. Operation of this plan shall be governed by the Union Trustees of the Health and Welfare Plan, such Trustees to be selected in accordance with the terms of the Welfare Trust Document.

**15.04** Each Employer shall provide each of his Employees with an itemized statement each pay day showing the amount remitted to the Health and Welfare Plan, and Savings Plan.

**15.05** The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purpose of and in accordance with the Welfare Trust Document and amendments thereto.

**15.06** The Employer agrees to submit his payroll records to audit at any time he is required to do so

by the Health and Welfare Plan Trustees. The Trustees shall appoint the auditor to conduct the necessary investigation.

#### **15.07 Rehabilitation Fund**

The Employer shall contribute two cents (\$0.02) per hour earned by all Employees covered by this Agreement to the B.C. Construction Industry Rehabilitation Fund, in accordance with the Employer's Monthly Remittance Report provided for in this Collective Agreement.

#### **15.08 Journeyman and Apprenticeship Training Fund and Committee**

The Employers recognize the importance of training and the shared responsibility to make it successful, but input/direction/cost and quality are key components and must be addressed to make the training work for all parties. The Employers will provide advisory input into the courses chosen and their content and make suitable comments on the results of the course plus the quality of the graduates.

#### **15.09 United Association Canadian Training Trust Fund**

Each Employer bound by this Agreement shall contribute five cents (\$0.05) per employee hour earned to the United Association Canadian Training Trust Fund.

#### **15.10 Savings Trust Funds**

A Savings Plan Trust Fund is established into which the savings contributions set out in Clause 8.01 and referred to in Clause 6.04 will be paid and it is agreed that the administration of the Fund will be the responsibility of Local Union 516. Based on agreement by the Parties the Vancouver Island based Employees increased the contribution rate to the Savings Trust -Fund; (see Appendix "B"). Regardless the total monetary increase for the Vancouver Island based Employees will equal that of the Mainland based Employers. The purposes and uses of the Savings Plan Trust Fund referred to herein shall be within the sole discretion of the Trustees appointed by Local Union 516.

**15.11** Each Employer bound by this Agreement shall contribute to the Savings Trust Fund established by the Union, on behalf of each Employee covered by this Agreement. Apprentices shall have their Savings Trust Funds pro-rated by the percentage of the Journeyman wage that they are being paid.

#### **15.12 Promotion/Organizing Fund**

Effective May 1, 2018, the Employer shall contribute forty-five (\$0.45) cents for each hour earned by each employee to the Promotion/Organizing Fund. The general purpose of this Fund is to promote and strengthen Unionized Employer and Unionized Worker presence in the marketplace.

#### **15.13 Canadian Building Trades Fund**

A one cent (\$0.01) deduction will be made for each hour worked by each Journeyperson or apprentice to the Canadian Building Trades Fund.

#### **15.14 Penalties for Delinquent Payment of Contributions and/or Deductions**

The Union will advise the Employer in writing of any delinquency contribution or deductions required to be made pursuant to this Agreement.

There shall be a fifteen percent (15%) penalty of the amount of the late payment or error in remittance

and the Union shall be free to withdraw its members from the Employer without contravening the terms of this Agreement. The amount of the penalty to go to the appropriate fund.

The Employer shall have forty-eight (48) hours following receipt of notification, exclusive of Saturday, Sunday and Statutory Holidays, in which to respond in the event of an error in remittance. No grace period shall be granted in the event of a late payment.

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

Each Employer shall contribute thirteen (\$0.13) cents per hour worked by each employee to the Construction Labour Relations Association of BC (CLR). The Union will collect the dues and forward them to CLR. CLR reserves the right to alter this amount at anytime during the duration of this Agreement.

#### **15.16 Employer Contribution Forms**

Each month's submission of Employer contributions and deductions as outlined in Clauses 15.01, 15.03, 15.07, 15.08, 15.09, 15.10, 15.12, 15.13 and 15.15 will be made on forms supplied by the Union herein called the "Employer's Monthly Remittance Report"). The same basic information is required for the above contributions and deductions. All such funds and deductions will be combined for payment and report purposes. Contributions and deductions shall be reported and paid for each employee. Employer monthly Remittance Report forms shall be paid for jointly.

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### **16.00 -- EMPLOYER, WORKER STATUS**

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- 16.01** It is understood that under the terms of this Agreement any person conducting a shop and signatory to this Agreement shall retain the right to work with the tools, providing agreement has been reached between contractors and the Local Union, and shall engage such mechanics as are necessary under the terms of this Agreement, and in strict accordance with its provisions. On field work all persons working with the tools shall hold Union Membership.
- 16.02** All Owner Operators who are members of the Union agree to charge for their services at the prevailing hourly rates and shall pay monies to the Health and Welfare Plan and any other Fund set out herein in accordance with this Agreement.
- 16.03** The Employer shall have out-of-town warranty work carried out by certified members of Local Union 516 when available. In the event Local Union 516 members are not available, Local Union 516 shall be notified.
- 16.04** The Employer shall have its company lettering permanently marked on both sides of their service trucks.
- 16.05** All members of the Union, including Owner Operators, shall contribute to and be on the Health and Welfare and Savings Plans of Local Union 516.
- 16.06** All Owner Operators shall make contributions to Health and Welfare, Savings Plan, and all other funds under the terms of this agreement at a minimum of one hundred and fifty (150) hours per month, exclusive of the Savings Plan which shall be remitted on the basis of a minimum of one hundred (100) hours per month for all Employers with less than three (3) UA Local 516 members (shall include travel cards and permits).

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### **CLAUSE 17.00 -- JOINT CONFERENCE BOARD**

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- 17.01** A Joint Conference Board will be formed of three (3) Employers and three (3) members of Local Union

516 who shall meet within two (2) weeks of written notification of the grievance to CLR, or as requested by either party or such other time frame mechanism as needed to expedite hearings, but in no case, unless by mutual agreement shall the grievance not be heard within thirty (30) days of written notice to CLR. Two (2) members of each party will form a quorum. The CLR representative shall be a non-voting member of the Joint Conference Board and shall appoint the Employer members. The Business Manager of Local 516 shall also be a non-voting member of the Joint Conference Board and shall appoint the Employee members to the Joint Conference Board. Such Board will have power on behalf of the respective Parties hereto to:

- (a) formulate policy;
- (b) adjust Trade disputes and grievances; and
- (c) establish regulations governing the conduct of their members.
- (d) alter the conditions of the collective agreement based upon competitive industry pressures and the JCB shall notify all affected parties.

**17.02** Any Board convened shall consist of an equal number of Employer and Union members.

**17.03** Representation of the parties shall only be made by the Business Manager of Local 516 or his representative on behalf of the Employees, and by the CLR representative on behalf of the Employers.

**17.04** The JCB recognizes the following three step discipline procedure as the procedure to be followed by signatory Employers in disciplining Employees under the progressive discipline procedure process:

- (a) one verbal warning
- (b) first written warning
- (c) second written warning and termination of employment if deemed necessary by the Employer

This progressive disciplinary process does not apply to automatic dismissal situations.

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**CLAUSE 18.00 -- DISPUTE, GRIEVANCE PROCEDURE**

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**18.01** Any dispute or grievance arising that cannot be settled informally by the Union and Employer shall be referred to the Joint Conference Board and such Board shall meet within forty-eight (48) hours if necessary. In any case, any grievance that is not submitted in writing to the other Party within two (2) weeks of the time the cause of such grievance should have been known shall be deemed to have been abandoned.

**18.02** 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 to arbitration.

**18.03** 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.

**18.04** In the event that the matter remains unresolved through the Joint Conference Board process or is referred back to the parties by the Labour Relations Board for arbitration, then the Party desiring arbitration shall appoint a member to the Arbitration Board and shall notify the other Party in writing of its appointment and particulars of the matters in dispute.

- 18.05** 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.
- 18.06** If either Party refuses to appoint a member to the Arbitration Board, the Party requesting arbitration shall be free to apply to the Minister of Labour for the appointment of a member to the Arbitration Board on behalf of the other Party.
- 18.07** The two Arbitrators as appointed shall confer to select a third person to be Chairman, but if they fail to agree within three (3) days of the second member's appointment, either of them may apply to the Minister of Labour to appoint such third member.
- 18.08** The Arbitration Board 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 Chairman, provided that the time may be extended by agreement of the Parties.
- 18.09** The Board shall deliver its award in writing to each of the Parties, and the award of the majority of the Board shall be the award of the Board and it shall be final and binding upon the Parties and they shall carry it out forthwith.
- 18.10** 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 shall be paid by the Party the said appointee is representing. One-half the compensation of the Chairman and other expenses of the Arbitration Board shall be paid by each Party.
- 18.11** Where both Parties agree a single arbitrator may sit with respect to a particular dispute in place of a three-man Board.

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**CLAUSE 19.00 -- JOURNEYMAN AND APPRENTICESHIP TRAINING COMMITTEE**

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- 19.01** The Employers recognize the importance of training and the shared responsibility to make it successful, but input/direction/cost and quality are key components and must be addressed to make the training work for all parties. The Employers will provide advisory input into the courses chosen and their content and make suitable comments on the results of the course plus the quality of the graduates.

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**CLAUSE 20.00 -- NO STRIKE, NO LOCKOUT**

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- 20.01** Neither Local Union 516 nor any of the Employees covered by this Agreement will collectively, or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. Local Union 516 agrees to exert every effort to end any unauthorized interruption of work.
- 20.02** The Employer will not lockout any of the Employees covered by this Agreement.
- 20.03** The parties agree that, in the manner set forth in Clause 18, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this Agreement; provided however, the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of this Clause.

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**CLAUSE 21.00 -- SAFETY CLAUSE**

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- 21.01** The Employer shall notify Local Union 516 immediately upon becoming aware of an Employee becoming injured.
- 21.02** All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.
- 21.03** It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulations may be considered cause for dismissal.
- 21.04** Respiratory protection will be supplied by the Employer.
- 21.05** Employees working on ammonia equipment shall be provided with appropriate respiratory equipment.
- 21.06** Employees shall not listen to MP3 and related devices with ear attachments while on job sites.
- 21.07** The Employee shall be required to attend company safety meetings. The Employer shall supply each Employee with a copy of the Employer's safety manual.
- 21.08 Drug and Alcohol Policy**

The Parties agree to adopt and abide by the provisions of the "Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy" for all work covered by the Agreement.

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**CLAUSE 22.00 -- VEHICLES**

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- 22.01** All service vehicles shall be equipped with: a bulkhead extending from one side of the service vehicle to the other side, behind the driver and passenger seats, such bulkhead to be made from fourteen (14) gauge expanded metal; high back bucket seats; CSA approved or equivalent ladder racks; a Number 1 first aid kit; a Transport Canada approved "Dangerous Goods" placard or decal, if required; and a fire extinguisher in good working order. Additionally, all company supplied service vehicles shall display an eight (8) inch UA 516 decal.
- Hearing protection shall also be provided in accordance with the WorkSafe B.C. Regulations.
- 22.02** When an Employee is requested by an Employer to use his vehicle the Employee shall be paid fifty-two cents (\$0.52) per kilometre. Based upon Canada Revenue Agency regulations, service vehicles shall not be used for personal use.
- 22.03** Personal cars or trucks to carry only hand tools.
- 22.04** Parking expenses shall be paid by the Employer, except for parking violations which are unrelated to business use. Parking violation shall be reported to the Employer as soon as possible to limit the cost of the ticket to the Employer.
- 22.05** The Employer agrees that all service vehicles shall be maintained to at least the minimum standards set by the WorkSafe B.C. and that said service vehicles must have a current Motor Vehicle Safety Inspection Certificate and comply with the Motor Vehicle Act.

- 22.06** The Company will provide Employees with credit cards for use in Company supplied service vehicles only. Such credit cards to be used for the purchase of gas, oil, service or other such minor repairs to the Company vehicle as dictated by the Company. Employees shall keep credit cards secure. Employees shall be reimbursed in a timely manner (within the next pay period).
- 22.07** The Employee shall not use his own personal car for the transportation of the Employer's tools.
- 22.08** Ownership of a car shall not be considered as a condition of employment; however, a valid driver's license shall be considered a condition of employment. The Employee must notify the Employer immediately if the Employee has received any suspension or restriction of the Employee's driving privileges.

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**CLAUSE 23.00 -- RESERVATIONS CLAUSE**

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- 23.01** Subject to reasonable notice given to the Contractor it shall not be a violation of this Agreement for the Union to withdraw its members from a jobsite or sites for:
- (a) Rendering assistance to Labour Organizations.
  - (b) Refusal on the part of Union members to work with non-union workers whose work falls within the jurisdiction of UA Local 516.
  - (c) Refusal on the part of Union members to handle any materials, equipment or product declared unfair by Local 516; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer.
  - (d) Employees will not be asked to cross picket lines in cases of legal strikes by other Unions unless permission is granted by the striking Union.

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**CLAUSE 24.00 -- WITHDRAWAL OF MEMBERS**

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- 24.01** The Employer agrees that on service and maintenance work, the Union may withdraw its members employed by any signatory company to this Agreement;
- (a) If that signatory employs any non-union workmen whose work falls within the jurisdiction of Local 516.
  - (b) The continued employment by the Employer of any person required by the Union to join the Union who has failed to join the Union.
  - (c) Failure of that Employer to remit on time any monies due him by the Health and Welfare Fund, dues check-off or any other Fund coming within the scope of this Agreement.
  - (d) The sub-contracting by any signatory Contractor of work falling under the jurisdiction of Local 516 to a non-signatory of this Agreement.
  - (e) The Employer agrees that it will in no way discriminate against any member of Local 516 who **exercises their rights** under this clause.

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**CLAUSE 25.00 -- UNIFORMS**

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- 25.01** An Employer who requires an Employee to wear a uniform or other special apparel shall furnish the uniform or other special apparel and shall repair or provide similar services with respect to the upkeep of it (including regular cleaning), without charge to the Employee.



**25.02** The Employer shall supply the following to the Employee at no charge to the Employee:

- (a) nitrile inspection gloves
- (b) leather or work gloves
- (c) safety glasses

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**CLAUSE 26.00 -- SUB-CONTRACTING**

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**26.01** The Employer agrees not to sub-contract out any of the work covered by this Collective Agreement unless the work is sub-contracted to an Employer who is signatory to a Local 516 Agreement.

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**CLAUSE 27.00 -- UNION REPRESENTATIVES**

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**27.01** The Business Manager or his representative shall have access to service shops and job sites covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foreman.

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**CLAUSE 28.00 -- OTHER CONDITIONS**

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**28.01** It shall be the responsibility of the Refrigeration Journeyman or Apprentice to obtain a signature where prearrangement has been made to collect C.O.D. charges from a responsible party. The Journeyman or Apprentice may be requested to pick up charges for the Company.

**28.02** Employees shall not be required to pay any Company expenses from their own funds.

**28.03** The Employer shall allow time off work for any Employee who requests time off for bereavement due to the death of either the Employee's: spouse, mother, father, brother(s), sister(s), child(ren). The Employee shall be paid a maximum of eight (8) hours paid leave for three (3) days at base rate (exclusive of all benefits), with five (5) days maximum allowed for bereavement.

**28.04** The Employer shall allow time off work for any Employee who requests time off for bereavement due to the death of the Employee's father-in-law, mother-in-law, grandmother, or grandfather, brother-in-law or sister-in-law. The Employee shall be paid a maximum of eight (8) hours paid leave for one (1) day at base rate (exclusive of all benefits), with five (5) days maximum allowed for bereavement.

**28.05** The Employer agrees to the appointment of a shop steward by the Business Manager, in the shop or on any job designated by the Business Manager. It is understood that the execution of his union functions shall not interfere with the normal patterns of work. Job stewards will be given appropriate training under auspices of the Union.

**28.06** Construction Conditions

- (a) For contractors working on construction through this agreement:
  - (1) Where the Employee has access to a company supplied vehicle, the local travel formula shall be as contained in Clause 13.04 of this agreement.
  - (2) Where the Employee does not have access to a company supplied vehicle on in town construction work, the Employer shall pay the Employee fifty-two cents (\$0.52)

per kilometre each way for the distance beyond the free zone as identified in Clause 13.04. Also, the Employer shall reimburse the Employee the difference between standard class vehicle insurance and business class for such time period as the Employee does not have access to a company supplied vehicle.

- (3) Where the Employee is required to drive his own vehicle on out-of-town work, the Employer shall pay the Employee fifty-two cents (\$0.52) per kilometre each way. This mileage provision will start from either the Employee's residence or the shop, whichever is the closest point of departure to the job site destination.

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#### CLAUSE 29.00 -- REGIONAL WAGE RATES

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- 29.01** It is agreed by United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 516 and Construction Labour Relations Association of B.C. that they will meet during the term of this Agreement to establish, where applicable, regional wage rates to allow signatory contractors to become more competitive. It is understood that where regional rates are established in certain geographic areas in the Province, signatory contractors in those geographic areas can only utilize the rates when bidding in that geographic area.

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#### CLAUSE 30.00 -- DURATION AND AMENDING PROCEDURE

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- 30.01** This Agreement shall be for the period from and including May 1, 2018 to and including April 30, 2021, and from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the date of the expiry of this Agreement (April 30, 2018 or immediately preceding the first day of May in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or alter any other terms or conditions of employment) until:
- (a) the Union goes on strike; or
  - (b) the Employer locks out its Employees; or
  - (c) the parties shall conclude a renewal or revision of this Agreement or enter into a new collective agreement;

whichever is the earliest.

- 30.02** The operation of Sections 50(2) and (3) of the Labour Code is hereby excluded.

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#### CLAUSE 31.00 -- SAVINGS CLAUSE

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- 31.01** It is assumed and contemplated by the Parties hereto that each and every provision of this Agreement, whether read singularly or in any combination, is and are in conformity with all laws of Canada and British Columbia. In the event that amendment of such laws, or interpretation of such laws by a Court or Tribunal of competent jurisdiction, should result in any part or parts of this Agreement being rendered invalid, illegal, or unenforceable, then such part or parts of this Agreement shall be deemed to be severed and of no further force and effect, but the remainder of this Agreement shall continue and remain in full force and effect and remain binding upon the Parties for the term of this Agreement.

**31.02** The Parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purposes of attempting to agree upon lawful replacements.

**31.03** A copy of this Agreement shall be filed with the Labour Relations Board.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC:

SIGNED ON BEHALF OF THE UNION:

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED  
STATES AND CANADA,  
LOCAL UNION 516

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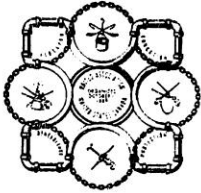
  

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Letter of Understanding



JASON AMESBURY  
BUSINESS MANAGER



19560 - 96th AVENUE,  
SURREY, BC V4N 4C3  
Tel: 604-882-8212  
Fax: 604-882-8207  
Email:  
jason@ua516.org

LETTER OF UNDERSTANDING

Between

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the  
United States and Canada, Local No. 516  
(Refrigeration Service and Installation Workers' Union)

And

Construction Labour Relations Association of British Columbia

This letter of understanding hereby replaces any and all provisions in and addendums to the collective agreement and/or letters of understanding regarding the JARTS Education Fund for UA Local 516 members.

Effective February 27, 2018 all signatory contractors shall pay one dollar (\$1.00) per hour earned ("Payment") into the Journeyman and Apprentice Training Fund (JATF) to be used solely for providing training for UA Local 516 members. Remittance shall be included in the calculation of UA Local 516 Industry Funds and shall be due on the 15th day of the calendar month following the contribution month. The governance and use of the funds shall be the responsibility of the JATF. The Employers will provide advisory input to UA Local 516's training programs, including the courses chosen and their content and make suitable comments on the results of the courses plus the quality of the graduates. This Payment shall continue as established through April 30, 2019 whereupon the parties shall meet to bargain the payment for training of UA Local 516 members.

UA Local 516 agrees to indemnify and hold harmless the Employers from any and all manner of actions, suits, contracts, claims, damages, costs and expenses of any nature or kind whatsoever, whether in law or equity however arising as a result of this Payment to the JATF.

This Letter of Understanding is effective February 27, 2018.

UA Local 516

CLRA of BC

Jason Amesbury  
Business Manager

Representative

Date signed: 03/14/2018  
m / d / yr

Date signed: 03/15/2018  
m / d / yr



## Appendix "A" - Mainland Wage Package

## UA 516 Refrigeration &amp; AC Service &amp; Maintenance Agreement - Mainland Rates

Breakdown of Monetary Package		May 1, 2018				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions *	Total Monetary Package
General Foreman <sup>1</sup>	115%	\$51.43	\$6.08	\$8.75	\$4.46	\$70.72
Foreman <sup>1</sup>	110%	\$49.23	\$5.81	\$8.75	\$4.46	\$68.25
<b>Journeyman <sup>1</sup></b>	<b>100%</b>	<b>\$44.83</b>	<b>\$5.28</b>	<b>\$8.75</b>	<b>\$4.46</b>	<b>\$63.32</b>
Apprentices Hired <b>Before</b> May 1, 2015 <sup>1</sup>						
Level 10	90%	\$39.63	\$4.76	\$7.88	\$4.46	\$56.73
Level 9	80%	\$35.22	\$4.23	\$7.00	\$4.46	\$50.91
Level 8	75%	\$33.02	\$3.96	\$6.56	\$4.46	\$48.00
Level 7	70%	\$30.82	\$3.70	\$6.13	\$4.46	\$45.11
Level 6	65%	\$28.62	\$3.43	\$5.69	\$4.46	\$42.20
Level 5	60%	\$26.42	\$3.17	\$5.25	\$4.46	\$39.30
Level 4	55%	\$24.22	\$2.91	\$4.81	\$4.46	\$36.40
Level 3	50%	\$22.02	\$2.64	\$4.38	\$4.46	\$33.50
Level 2	40%	\$17.61	\$2.11	\$3.50	\$4.46	\$27.68
Level 1	35%	\$15.41	\$1.85	\$3.06	\$4.46	\$24.78
Helper		\$13.50	\$1.50	n/a	n/a	\$15.00
Apprentices Hired <b>On or After</b> May 1, 2015 <sup>1</sup>						
Level 10	90%	\$39.63	\$4.76	\$7.88	\$4.46	\$56.73
Level 9	80%	\$35.22	\$4.23	\$7.00	\$4.46	\$50.91
Level 8	70%	\$30.82	\$3.70	\$6.13	\$4.46	\$45.11
Level 7	60%	\$26.42	\$3.17	\$5.25	\$4.46	\$39.30
Level 6	55%	\$24.22	\$2.91	\$4.81	\$4.46	\$36.40
Level 5	50%	\$22.02	\$2.64	\$4.38	\$4.46	\$33.50
Level 4	40%	\$17.61	\$2.11	\$3.50	\$4.46	\$27.68
Level 3	40%	\$17.61	\$2.11	\$3.50	\$4.46	\$27.68
Level 2	40%	\$17.61	\$2.11	\$3.50	\$4.46	\$27.68
Level 1	35%	\$15.41	\$1.85	\$3.06	\$4.46	\$24.78
Employer Contributions		May 1, 2018				
Union Benefit Plan	E			\$2.81		
CLR Dues (GST included)	W			\$0.13		
Rehabilitation Fund	E			\$0.02		
Refrigeration Administration Fund	E			\$0.45		
United Association Canadian Training Trust Fur E				\$0.05		
JATF Fund (per LOU between parties) <sup>2</sup>	E			\$1.00		
* Total Employer Contributions - Straight Time Hours				\$4.46		
* Total Employer Contributions - 1.5X Overtime Hours				\$6.625		
* Total Employer Contributions - 2X Overtime Hours				\$8.79		

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate **excluding** the Gas B ticket premium.

2. JATF Fund remitted in accordance with the LOU between the parties.

Employee Deductions	May 1, 2018	
	Hourly Dues (1.25% of Gross Earnings)	
	Apprentices Hired Before May 1, 2015	Apprentices Hired On or After May 1, 2015
	E	E
General Foreman	\$0.86	\$0.86
Foreman	\$0.83	\$0.83
<b>Journeyman</b>	<b>\$0.77</b>	<b>\$0.77</b>
Apprentices Hired <b>Before</b> May 1, 2015		
Level 10	\$0.69	\$0.69
Level 9	\$0.62	\$0.62
Level 8	\$0.58	\$0.54
Level 7	\$0.54	\$0.47
Level 6	\$0.51	\$0.43
Level 5	\$0.47	\$0.40
Level 4	\$0.43	\$0.33
Level 3	\$0.40	\$0.33
Level 2	\$0.33	\$0.33
Level 1	\$0.29	\$0.29
Helper	\$0.19	\$0.19
Monthly Dues	n/a	n/a

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

General Foreman	\$0.86	\$1.29	\$1.72
Foreman	\$0.83	\$1.25	\$1.66
<b>Journeyman</b>	<b>\$0.77</b>	<b>\$1.16</b>	<b>\$1.54</b>
Apprentices Hired <b>Before</b> May 1, 2015			
Level 10	\$0.69	\$1.04	\$1.38
Level 9	\$0.62	\$0.93	\$1.24
Level 8	\$0.58	\$0.87	\$1.16
Level 7	\$0.54	\$0.81	\$1.08
Level 6	\$0.51	\$0.77	\$1.02
Level 5	\$0.47	\$0.71	\$0.94
Level 4	\$0.43	\$0.65	\$0.86
Level 3	\$0.40	\$0.60	\$0.80
Level 2	\$0.33	\$0.50	\$0.66
Level 1	\$0.29	\$0.44	\$0.58
Helper	\$0.19	\$0.29	\$0.38
Apprentices Hired <b>On or After</b> May 1, 2015			
Level 10	\$0.69	\$1.04	\$1.38
Level 9	\$0.62	\$0.93	\$1.24
Level 8	\$0.54	\$0.81	\$1.08
Level 7	\$0.47	\$0.71	\$0.94
Level 6	\$0.43	\$0.65	\$0.86
Level 5	\$0.40	\$0.60	\$0.80
Level 4	\$0.33	\$0.50	\$0.66
Level 3	\$0.33	\$0.50	\$0.66
Level 2	\$0.33	\$0.50	\$0.66
Level 1	\$0.29	\$0.44	\$0.58
Helper	\$0.19	\$0.29	\$0.38

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

Further increases to the monetary package are as follows:

May 1, 2019 - \$1.15/hr

May 1, 2020 - \$1.15/hr

The distribution of these increases among the parts of the monetary package will be determined by the Union.

## Appendix "B"- Vancouver Island Wage Package

## UA 516 Refrig &amp; AC Srv &amp; Maint. Agreement - Vancouver Island Rates

Breakdown of Monetary Package		May 1, 2018				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions *	Total Monetary Package
General Foreman <sup>1</sup>	115%	\$49.38	\$5.83	\$10.75	\$4.46	\$70.42
Foreman <sup>1</sup>	110%	\$47.26	\$5.58	\$10.75	\$4.46	\$68.05
<b>Journey person <sup>1</sup></b>	<b>100%</b>	<b>\$43.04</b>	<b>\$5.07</b>	<b>\$10.75</b>	<b>\$4.46</b>	<b>\$63.32</b>
Apprentices Hired <b>Before</b> May 1, 2015 <sup>1</sup>						
Level 10	90%	\$38.02	\$4.56	\$9.68	\$4.46	\$56.72
Level 9	80%	\$33.79	\$4.05	\$8.60	\$4.46	\$50.90
Level 8	75%	\$31.68	\$3.80	\$8.06	\$4.46	\$48.00
Level 7	70%	\$29.57	\$3.55	\$7.53	\$4.46	\$45.11
Level 6	65%	\$27.46	\$3.30	\$6.99	\$4.46	\$42.21
Level 5	60%	\$25.34	\$3.04	\$6.45	\$4.46	\$39.29
Level 4	55%	\$23.23	\$2.79	\$5.91	\$4.46	\$36.39
Level 3	50%	\$21.12	\$2.53	\$5.38	\$4.46	\$33.49
Level 2	40%	\$16.90	\$2.03	\$4.30	\$4.46	\$27.69
Level 1	35%	\$14.78	\$1.77	\$3.76	\$4.46	\$24.77
Helper						
		\$13.50	\$1.50	n/a	n/a	\$15.00
Apprentices Hired <b>On or After</b> May 1, 2015 <sup>1</sup>						
Level 10	90%	\$38.02	\$4.56	\$9.68	\$4.46	\$56.72
Level 9	80%	\$33.79	\$4.05	\$8.60	\$4.46	\$50.90
Level 8	70%	\$29.57	\$3.55	\$7.53	\$4.46	\$45.11
Level 7	60%	\$25.34	\$3.04	\$6.45	\$4.46	\$39.29
Level 6	55%	\$23.23	\$2.79	\$5.91	\$4.46	\$36.39
Level 5	50%	\$21.12	\$2.53	\$5.38	\$4.46	\$33.49
Level 4	40%	\$16.90	\$2.03	\$4.30	\$4.46	\$27.69
Level 3	40%	\$16.90	\$2.03	\$4.30	\$4.46	\$27.69
Level 2	40%	\$16.90	\$2.03	\$4.30	\$4.46	\$27.69
Level 1	35%	\$14.78	\$1.77	\$3.76	\$4.46	\$24.77
Employer Contributions		May 1, 2018				
Union Benefit Plan	E			\$2.81		
CLR Dues (GST included)	W			\$0.13		
Rehabilitation Fund	E			\$0.02		
Refrigeration Administration Fund	E			\$0.45		
United Association Canadian Training Trust Fur E				\$0.05		
JATF Fund (per LOU between parties) <sup>2</sup>	E			\$1.00		
* Total Employer Contributions - Straight Time Hours				\$4.46		
* Total Employer Contributions - 1.5X Overtime Hours				\$6.625		
* Total Employer Contributions - 2X Overtime Hours				\$8.79		

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate **excluding** the Gas B ticket premium.

2. JATF Fund remitted in accordance with the LOU between the parties.

Employee Deductions	May 1, 2018	
	Hourly Dues (1.25% of Gross Earnings)	
	Apprentices Hired Before May 1, 2015	Apprentices Hired On or After May 1, 2015
	E	E
General Foreman	\$0.86	\$0.86
Foreman	\$0.83	\$0.83
<b>Journeyman</b>	<b>\$0.77</b>	<b>\$0.77</b>
Apprentices Hired <b>Before</b> May 1, 2015		
Level 10	\$0.69	\$0.69
Level 9	\$0.62	\$0.62
Level 8	\$0.58	\$0.54
Level 7	\$0.54	\$0.47
Level 6	\$0.51	\$0.43
Level 5	\$0.47	\$0.40
Level 4	\$0.43	\$0.33
Level 3	\$0.40	\$0.33
Level 2	\$0.33	\$0.33
Level 1	\$0.29	\$0.29
Helper	\$0.19	\$0.19

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreman	\$0.86	\$1.29	\$1.72
Foreman	\$0.83	\$1.25	\$1.66
<b>Journeyman</b>	<b>\$0.77</b>	<b>\$1.16</b>	<b>\$1.54</b>
Apprentices Hired <b>Before</b> May 1, 2015			
Level 10	\$0.69	\$1.04	\$1.38
Level 9	\$0.62	\$0.93	\$1.24
Level 8	\$0.58	\$0.87	\$1.16
Level 7	\$0.54	\$0.81	\$1.08
Level 6	\$0.51	\$0.77	\$1.02
Level 5	\$0.47	\$0.71	\$0.94
Level 4	\$0.43	\$0.65	\$0.86
Level 3	\$0.40	\$0.60	\$0.80
Level 2	\$0.33	\$0.50	\$0.66
Level 1	\$0.29	\$0.44	\$0.58
Helper	\$0.19	\$0.29	\$0.38
Apprentices Hired <b>On or After</b> May 1, 2015			
Level 10	\$0.69	\$1.04	\$1.38
Level 9	\$0.62	\$0.93	\$1.24
Level 8	\$0.54	\$0.81	\$1.08
Level 7	\$0.47	\$0.71	\$0.94
Level 6	\$0.43	\$0.65	\$0.86
Level 5	\$0.40	\$0.60	\$0.80
Level 4	\$0.33	\$0.50	\$0.66
Level 3	\$0.33	\$0.50	\$0.66
Level 2	\$0.33	\$0.50	\$0.66
Level 1	\$0.29	\$0.44	\$0.58
Helper	\$0.19	\$0.29	\$0.38

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

Further increases to the monetary package are as follows:

May 1, 2019 - \$1.15/hr

May 1, 2020 - \$1.15/hr

The distribution of these increases among the parts of the monetary package will be determined by the Union.



## Appendix "C" – Percentage rates for Apprentices hired May 1, 2015 and later

Dispatch Level	Hours	School Required	% of BTJ
1	0 - 900	n/a	35
2	901-1800	1	40
3	1801-2700	1	40
4	2701-3600	1	40
5	3601-4500	2	50
6	4501-5400	2	55
7	5401-6300	3	60
8	6301-7200	3	70
9	7201-8100	4	80
10	8101-8999	4	90
<b>BTJ</b>	9000	IPSE	100
<b>School</b>	840		
<b>Total hours</b>	9840		

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**LIST OF SIGNATORY EMPLOYERS**

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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 April 4, 2018, the following employers have authorized CLR to bargain the new CLR/UA516 Refrigeration & Air Conditioning (Service and Maintenance) Agreement with the UA Local Union 516 and to sign such Agreement on their behalf.

- |   |   |
|---|---|
| 1. Ainsworth Inc.                                       | 14. Executive Air Conditioning Ltd.           |
| 2. Air-Temp Energy Systems Inc.                         | 15. Foster Air Conditioning Ltd.              |
| 3. B.C. Comfort Air Conditioning Ltd.                   | 16. Fred Welsh Ltd.                           |
| 4. Black & McDonald Limited                             | 17. Gateway Mechanical Services               |
| 5. Broadway Refrigeration & Air Conditioning Co. Ltd.   | 18. Georgia Strait Industries Ltd.            |
| 6. Carmichael Engineering Ltd.                          | 19. Gordon Latham Limited                     |
| 7. Carrier Commercial Service/Carrier Building Services | 20. Honeywell Limited                         |
| 8. Cimco Refrigeration                                  | 21. Island Temperature Controls Ltd.          |
| 9. Coral Engineering Limited                            | 22. Johnson Controls Ltd.                     |
| 10. CT Control Temp Ltd.                                | 23. John Clarke Refrigeration Ltd.            |
| 11. Davidson Bros. Mechanical Contractors Ltd.          | 24. Jones Food Store Equipment Ltd.           |
| 12. Daikin Applied Canada Inc.                          | 25. Keith Plumbing and Heating Co. Ltd.       |
| 13. DW Optimum HVAC Services Ltd.                       | 26. PML Professional Mechanical Ltd.          |
|   | 27. Total Energy Systems Ltd.                 |
|   | 28. Trane Canada Co.                          |
|   | 29. Trotter and Morton Facility Services Inc. |

