

IMIRA/UA 324 Proposed Amendments to the 2014-2018 Commercial/Institutional Collective Agreement

ARTICLE 2.02 Both parties agree there shall not be abuses in respect to the time taken for rest breaks.

On a regular shift, two (2) Ten (10) minute rest breaks may be taken at a location determined by mutual agreement between the employer and the union / employee. Rest breaks MUST be taken unless mutually agreed upon in writing between the employer and the employee. On shifts of ten (10) hours, the employee will be given one Fifteen (15) minute break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of the either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hours will be provided at the end of eight (8) hours, to be paid at straight time rate. If a second meal break is provided, the rest breaks will revert to ten (10) minutes each and the third rest break will not be taken. All additional meal breaks will be paid at the straight time rate.

REVISED - ARTICLE 4 – TOOLS

The Employee and the Union recognize and appreciate that there is a significant cost to Major Tools and Equipment. Major Tools and Equipment shall be treated appropriately and returned in good working order.

Article 4.01- Tool Lists

Effective May 1, 2018 employees will supply the additional hand tools determined by trade

Plumbers Tools List

½” cordless drill - minimum **18V**
Head lamp
Tube benders 1/4” to 1/2”
Tub Drain Wrench

Sprinklerfitter Tool List

½” cordless drill - minimum **18V**
Head lamp

Pipefitters Tool List

Head lamp

ARTICLE 4.02 (Loss of tools)

The employer will replace an employee’s personal tools with tools of equal value in cases where it can be verified that the tools were lost in fire or stolen from an on the site locked company tool crib, job box or locked company vehicle. Each employee, upon dispatch, shall provide an inventory of his tools to both the union and the employer in either written form or by photograph in order to be eligible for the employer to replace the said lost tools.

ARTICLE 5 – TRAVEL TIME AND ALLOWANCE

5.01 For the purpose of establishing travel time and mileage; there shall be a "Travel Free Zone" of a fifty-five (55) road kilometres from any jobsite.

(a) When employees are travelling in a personal vehicle in excess of fifty five (55) road kilometre from their residence to the jobsite they shall receive a vehicle allowance, the allowance shall be calculated as per the current CRA Guidelines.

(b) When an employee and or employee's operating or as a passenger in a company owned vehicle the Travel Free Zone shall be extended to ninety (90) road kilometre from the job site. The distance shall be calculated from the employee's residence that the vehicle has been assigned to, no personal vehicle allowances shall apply.

(c) When a ferry or water taxi is required for travel to the jobsite the employee shall receive straight time rate inclusive of holiday pay (no benefits), and shall be paid on an hourly basis starting at a 30 minute minimum.

5.02 When travelling outside of ninety (90) road kilometres regardless of vehicle ownership and when mutually agreed upon between the employee, the union and the employer straight time rate inclusive of holiday pay (no benefits) shall be paid on an hourly basis starting at a 30 minute minimum. When an employee not travelling daily to and from the jobsite and where the jobsite is over ninety (90) road kilometres the employee shall be paid as per Article 5.03 (a)

5.03 (a) When there is no camp accommodation, the employee shall choose:

(i) Living out allowance and shall be paid on the basis of and effective May 1, 2018, \$135.00, and effective May 1, 2020, \$140.00 per day, 7 days a week. Employees must work the Friday and the following Monday to qualify for 7 days of LOA, excluding statutory holidays. Employees leaving for the weekend shall not receive any travel time compensation. Employees and or employee's operating or as a passenger in a company owned vehicle leaving for the weekend shall only be paid LOA for days worked and travel per clause 5.02 shall apply.

(ii) First class room and board effective May 1st 2018, \$75.00, effective May 1st 2020, \$80.00 per day worked. Weekly housekeeping to be provided at designated facilities. Accommodations shall be at the discretion of the Joint Conference Board. It is further agreed by the parties that under the room plus meal allowance option, if the employer supplied accommodation is more than fifty five (55) road kilometers from the job site, the employer will pay a daily travel allowance (for days worked) based on 5.01 (a), (b), and (c) if applicable.

5.03 (b) Turnaround, an allowance for turnaround will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 – 500 km	\$100.00
501 – 750 km	\$200.00
751 – 1000 km	\$250.00
over 1000 km	\$325.00

The mileage will be computed from the point of dispatch. It is agreed that the above amounts will be paid once for each turnaround.

5.04 No Employee must use his personal car for the transportation of Employers' tools and/or materials. Ownership of a car shall not be considered as a condition of employment.

5.05 Employees will only receive travel time/allowances for when the entire scheduled shift is worked. If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board he shall be paid the full day's travel expense allowance in accordance with this Clause, but only wages for time actually worked.

5.06 If the Employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job he shall be paid the full day's travel expense allowance and wages for the day of the accident.

5.07 PAID PARKING

Employees shall be responsible to pay for personal vehicle parking.

Employees shall not leave the project site to relocate a personal vehicle due to limited time parking. The parking used shall be suitable for the entire shift.

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

Employees should be aware that when parking on a project site it is at the sole risk of the employee. There is no insurance coverage from any 3rd party to cover loss of damage to the employee's vehicle.

ARTICLE 8 - TERMINATION

8.03 Employers shall notify the union when an Employee has been laid off or dismissed. The notification will be sent via email to a designated contact within the union office.

ARTICLE 12 – MOONLIGHTING

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

ARTICLE 13 – APPRENTICE/MATERIAL HANDLER

13.04 Pre-Apprentice graduates accepted by the union may be allowed six (6) months' credit out of their five (5) year period of apprenticeship at the discretion of the Joint Training Committee.

Article 15 – PAYMENT OF WAGES

15.01 The regular payday shall be not more than every week and wages shall be paid before quitting time. When members are laid off or discharged they shall be paid complete with Record of Employment within three (3) working days. No Employer shall hold back more than five (5) days' pay from an Employee's wages. New Employees will be paid a minimum of one hundred dollars (\$100.00) in advance if on the job less than five (5) days. **Effective May 1, 2019 the following shall apply and the foregoing shall be withdrawn and not applicable.** The employer shall pay on a weekly or bi-weekly basis at the employer's choice. Employees may request a weekly draw. Wages shall be paid before the 16:00 hour Friday. When members are laid off or discharged they shall be paid complete with Record of Employment within three (3) working days. No Employer shall hold back more than ten (10) days' pay from an Employee's wages. New Employees will be paid a minimum of one hundred dollars (\$100.00) in advance if on the job less than five (5) days.

15.02 At the Employers choice, payment shall be made by cheque or by direct deposit.

ARTICLE 25 – WAGES

25.01 Wage Scale and Table of Fund Contributions: Contributions shall be made by the Employers for each hour earned by each Employee.

	May 1st, 2018	May 1st, 2019	May 1st, 2020	May 1st, 2021
Journeyman Rate	\$38.33	\$38.82	\$39.26	\$39.71
Vacation Pay 12%	4.60	4.66	4.72	4.77
Tool & Clothing	0.30	0.30	0.30	0.30
Health & Welfare	3.30	3.30	3.30	3.35
Pension	5.60	5.60	5.65	5.70
Apprenticeship	0.60	0.60	0.60	0.60
MTPF	0.18	0.18	0.18	0.18
IMIRA	0.30	0.30	0.30	0.30
Industry Funds	0.03	0.03	0.03	0.03
Marketing	0.51	0.51	0.51	0.51
Increase	(0.50)	(0.55)	(0.55)	(0.60)
	\$53.75	\$54.30	\$54.85	\$55.45

Clause 25.03 – Foreman

A Foreman is defined as any Journeyman Employee who is designated by the Employer to organize, and supervise the activities of other Employees and within reason, perform other duties as assigned by the Employer on 1 or multiple jobs sites.

A Lead Hand is defined as a Journeyman who is designated by the Employer to assist either a Foreman or a General Foreman with daily activities as assigned by the Foreman or General Foreman.

A company shall only be eligible for a Lead Hand when at least one Foreman has been designated.

A company shall only be eligible for a General Foreman when at least one Foreman has been designated.

To be eligible for Foreman wage rate the Employee shall have the prerequisite of successfully completing the currently offered UA 324 Foreman’s Course or a Foreman’s Course mutually agreed upon between the union and the employer. The prerequisite must be successfully completed by May 1, 2020. The prerequisite can be waived at the Employer’s discretion.

Based on crew size the minimum shall be paid in addition to journeyman rate only. For the purpose of crew size, 1 or multiple sites collectively equates to a crew size. The Foreman is not included in the calculation, Lead Hand is included in the calculation.

Foreman Rate Schedule

Tradespeople	Lead Hand \$2.00	Foreman \$5.75	General Foreman \$7.75
5-10		1	
11-15	1	1	
16-25	1	2	
26-40	2	2	1

ARTICLE 26 – STATUTORY HOLIDAYS AND VACATION PAY

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

ARTICLE 36 – TERM OF AGREEMENT

REVISED - 36.01 This Agreement shall be effective as from May 1, 2018 and shall remain in effect until April 30, 2022; and thereafter from year to year until a new agreement is concluded by the parties.

ARTICLE 37 – SAFETY CLAUSE

The Employee and the Union recognize and appreciate that there is a significant cost to safety consumables and safety equipment. Consumables shall be used only when needed. Equipment shall be treated appropriately and returned in good working order.

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

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

37.02 Hard hats and approved safety shoes/boots, supplied by members. Employer to supply safety glasses, hearing protection, high visibility vests, gloves, respirators when required and 3M dust masks, safety harnesses, face shields, rotary hammer vacuum bags, side shield for eye glasses, paper coveralls when required or any other safety equipment, PPE, required under the WorkSafe BC Authority. Employee's to sign out above safety equipment and return to company upon lay-off.

ARTICLE- 40 BEREAVEMENT LEAVE

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

NEW ARTICLES OR CLAUSES FOR THE CIA

COMPANY VEHICLES

The union and the employees acknowledge the use of a company vehicle is a privilege and that vehicle shall be respected and cared for appropriately.

Employees shall notify the employer of any immediate maintenance required, the employer is responsible for all maintenance costs.

The employer with the assistance of the employee shall be responsible to schedule preventative vehicle maintenance.

The employee shall be responsible to clean and organize the interior and clean the exterior of the vehicle on a regular basis in an effort to promote a sense or look of professionalism. The employee shall do this cleaning and organizing with no compensation. The employer shall provide a washing station at the employers sole cost.

PERSONAL ELECTRONIC DEVICES

No Employee shall be permitted to use a personal phone or mobile electronic device for during working hours, excluding rest and meal breaks, except in case of emergency. Construction sites and installations shall be considered the employers intellectual property and photographs or any form of documentation shall not be taken of any construction sites and installations unless permitted by the employer. Repeated violations of the foregoing shall constitute just cause for discipline up to and including termination.

APPENDIX "C"- RIG WELDER POLICY

The rig rate is \$110.00 per hour for Carbon Steel and Stainless Steel. The Rig Welder shall supply all tools, welding rods, oxy-acetylene, grinders and consumables. The Employee shall supply argon gas for stainless steel welding. The Employee shall invoice the Employer at cost for the cost of the argon gas monthly or upon job completion. All welding tickets must be current as per the required welding procedures. The rig welder and their equipment shall abide by all safety regulations.

SERVICE MOA

REVISE - 5. Terms of this Memorandum of Agreement

This Memorandum of Agreement will be effective the date of signing between the parties, to expire April 30, 2022

Add to service MOA

- The Friday before BC Day can be floated.
- At the request of the Employer, each Employee shall attend manufacture lectures up to nine hours (9) per year to upgrade skills and knowledge of new products. The Employee shall not receive compensation.

4. Standby

(a) Employees will be assigned to standby on a scheduled and equitable basis; however in extenuating circumstances the Employer with mutual agreement of the service employee may re-assign standby.

(b) Where an employee is required to standby to be called for work under conditions that restrict their normal off-duty activities, they will be compensated at **\$150** per week. This compensation is a stand-alone add to pay and is a taxable benefit. An employee designated for standby will be immediately available for duty during the period of standby at a known telephone number. No standby payment will be made if an employee is unreachable or unable to report for duty during the standby period.

UNITED ASSOCIATION LOCAL 324

Appendix "D" MEMORANDUM OF AGREEMENT SINGLE FAMILY RESIDENTIAL ADDENDUM

ARTICLES OF AGREEMENT mutually entered into

BETWEEN:

ISLAND MECHANICAL INDUSTRIAL RELATIONS ASSOCIATION

AND:

LOCAL UNION NO. 324

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

PRE-AMBLE

This Memorandum of the Agreement shall apply to all plumbing, gas and sprinkler work performed within the geographical jurisdiction of UA Local 324 on New Construction work within Single Family Dwellings, Duplexes and Town Houses only. The employer agrees to execute the, Commercial/Institutional Agreement and the Service Addendum should the Employer engage in work falling under either Collective Agreement.

1 – HOURS OF WORK

The hours of work shall be (8) hours per day between 6:30 am and 5:30 pm Monday to Friday inclusive, with one-half (1/2) hour for lunch. The first four (4) hours of overtime, Monday through Friday, shall be paid at one and one-half (1^{1/2}) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1^{1/2}) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

2 – WAGES

Wage Scale and Table of Fund Contributions:

	05/01/18	05/01/19	05/01/20	05/01/21
Journeyman wage rate	\$32.00	\$32.50	\$33.00	\$33.50
Vacation & Statutory Holiday Pay 10%	\$3.20	\$3.25	\$3.30	\$3.35
Health & Welfare	\$3.30	\$3.30	\$3.30	\$3.30
Pension	\$2.00	\$2.00	\$2.00	\$2.00
IMIRA	.30	.30	.30	.30
Apprenticeship	.30	.30	.30	.30
Total	\$41.10	\$41.65	\$42.20	\$42.75

3 – HOLIDAY PAY

Holiday pay shall be ten percent (10%) of wages (which is to mean earned hours times the hourly rate of pay), consisting of five percent (5%) for Annual Holidays and five percent (5%) for Statutory Holidays.

Signed at Victoria, British Columbia,

SIGNED ON BEHALF OF: ISLAND MECHANICAL INDUSTRIAL RELATIONS ASSOCIATION OF BC

Signed

Signed

SIGNED ON BEHALF OF:

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

Signed

Signed