

# AGREEMENT

Between

ISLAND  
MECHANICAL INDUSTRIAL  
RELATIONS ASSOCIATION  
and



LOCAL UNION 324

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND  
PIPEFITTING INDUSTRY  
OF THE UNITED STATES AND  
CANADA A.F.L., C.I.O., C.F.L.

May 1, 2014 to April 30, 2018

# **UNITED ASSOCIATION LOCAL 324**

**COMMERCIAL - INSTITUTIONAL  
AGREEMENT ARTICLES OF AGREEMENT  
mutually entered into**

**BETWEEN:**

**ISLAND MECHANICAL INDUSTRIAL  
RELATIONS ASSOCIATION**

On its own behalf and on behalf of its members  
and those members added from time to time by  
mutual agreement of the Parties

as

PARTY OF THE FIRST PART

**AND:**

**LOCAL UNION NO. 324  
OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPEFITTING  
INDUSTRY OF THE UNITED STATES  
AND CANADA**

as

PARTY OF THE SECOND PART

May 1, 2014 to April 30, 2018

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## **PRE-AMBLE**

This Collective Agreement shall apply to all work performed within the geographical jurisdiction of UA Local 324, with the exception only of work specifically defined in the UA Local 324 Industrial Collective Agreement, UA Local 324 Service Agreement and UA Local 324 Residential Agreement. Work specifically described in the Industrial Agreement shall be performed under the provisions of that Collective Agreement. Work specifically described in the Service Agreement shall be performed under the provisions of that Collective Agreement. Work specifically described in the Residential Agreement shall be performed under the provisions of that Collective Agreement. As a condition of signing this Agreement, the Employer agrees to execute the Industrial Agreement, Service Agreement and Residential Agreement should the Employer engage in work falling under these Collective Agreements.

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

It is the intention of the parties to this Agreement that through increasing the knowledge and skills of the members of the Mechanical Construction Industry and through the use of new methods and

means of production and goals of increased availability of annual working hours for members of Local 324, increased productivity for the Industry and a betterment of standard of living for all members of the Industry will be obtained.

For the purposes of this Agreement, the Party of the First Part is designated and recognized by the Party of the Second Part as the sole agent and authority for bargaining with the Party of the Second Part.

## **ARTICLE 1 – RESERVATIONS TO MANAGEMENT**

**1.01** The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products and materials are solely the responsibility of the Employer.

**1.02** The Union recognizes the right of the Employer to hire, promote, discipline or discharge any Employee subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent herein provided.

**1.03** The Employer agrees that he will not exercise his management rights for the purpose of restricting or limiting the rights of his Employees herein granted.

## **ARTICLE 2 – HOURS OF WORK**

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

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

### **Clause 2.01 (c) (Compressed Work Week)**

The employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hours days are scheduled during the Monday through Thursday period or the Tuesday through Friday period. Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When the fifth (5) day is worked, the first ten (10) hours shall be paid at one and one-half (1 1/2) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay. If the employer exercises an afternoon or night shift on the compressed workweek format afternoon or night shift premiums will apply. Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the preceding Thursday shall be the observed day-off, unless varied by mutual consent. Where the Tuesday through Friday option is worked and a statutory holiday falls on a Monday, the following Tuesday shall be the observed day-off, unless varied by mutual consent. When a statutory holiday falls in the workweek, the union and the employer shall mutually agree to the work schedule for that week.

**2.02** On a regular shift, two (2) Ten (10) minute rest breaks may be taken at a location determined by mutual agreement between the employer and the union. On shifts of ten (10) hours, the employee will be given one Fifteen (15) minute break in the middle of the second five (5) hours of the shift, unless workplace conditions require a



variance in the time of the either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hours will be provided at the end of eight (8) hours, to be paid at straight time rate. If a second meal break is provided, the rest breaks will revert to ten (10) minutes each and the third rest break will not be taken. All additional meal breaks will be paid at the straight time rate. Both parties agree there shall not be abuses in respect to the time taken for rest breaks.

**2.03** In the event of it becoming necessary to work more than one (1) shift on a job, the second shift shall be paid for at the rate of eight (8) hours pay for seven and one-half (7 1/2) hours work. The third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work. On any shift operation in excess of 10 hours per shift, a meal will be provided at straight time. No Employee will be permitted to work two (2) continuous shifts in any calendar day. Employees shall be given forty-eight (48) hours' notice prior to commencement of shift work. The employer shall supply a meal every four (4) hours with no loss of time. It is understood that lunch periods are paid for at straight time rates, but are not included in the calculation of time worked (e.g. - an excess of eleven and one-half (11 1/2) hours must be worked before the second meal break is paid.)

**2.04** One, Two or Three Regular Shifts. This schedule shall be applicable from 12:01 a.m. Monday to 12:00 midnight Friday. On Saturdays, Sundays, and recognized holidays, overtime rates shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the

prevailing rate. "Meal break" employee to provide his/her own meal. "Meal" is to be provided by the contractor.

### **Scheduling of Shifts:**

- a) The employer may schedule an afternoon and/or night shift if/as required
- b) Three (3) consecutive days shall be necessary to constitute an afternoon shift or night shift
- c) 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.

### **One, Two or Three eight (8) hour shifts**

#### **1st Shift**

Commence @ 8:00 am to 12:00 pm	4 hrs
Meal break @12:00 am to 12:30 pm	0 hrs
Commence @ 12:30 pm to 4:30 pm	4 hrs

**Total 8 hours**

#### **2nd shift**

Commence @ 4:30pm to 8:30 pm	4 hrs
Meal break @ 8:30 pm to 9:00pm	0 hrs
Commence @9:00 pm to 12:30 am	3.5 hrs

**Total 7.5 hours plus 0.5 hour shift differential = 8 hours**

#### **3rd shift**

Commence @ 12:30 am to 4:30am	4 hrs
Meal break @ 4:30 am to 5:00 am	0 hrs
Commence @ 5:00 am to 8:00 am	3 hrs

**Total 7 hours plus 1 hour shift differential = 8 hours**

## One or Two Nine Hour Shifts

### **1st shift Monday through Friday**

	Straight time	1.5 times
Commence @ 8:00 am to 12:00 pm	4 hrs	
Meal break @ 12:00 pm to 12:30pm	0 hrs	
Commence @ 12:30 pm to 5:30 pm	4hrs	1hr

**Total 8 hours plus 1 hour @1.5 time = 9.5 hours**

### **2nd shift Monday through Friday**

	Straight time	1.5 times
Commence @ 5:30 pm to 9:30 pm	4 hrs	
Meal break @ 9:30 pm to 10:00 pm	0 hrs	
Commence @ 10:00 pm to 2:30 am	3.5 hrs	1hr

**Total 7.5 hours plus 1 hour @1.5 times plus 0.5 hour shift differential = 9.5 hours**

## One or Two Ten Hour Shifts

### **1st shift Monday through Friday**

	Straight time	1.5 times
Commence @ 8:00 am to 12:00 pm	4 hrs	
Meal break @ 12:00 pm to 12:30pm	0 hrs	
Commence @ 12:30 pm to 4:30 pm	4 hrs	
Commence @ 4:30 pm to 6:30 pm		2 hrs

**Total 8 hours plus 2 hours @1.5 time = 11 hours**

### **2nd shift Monday through Friday**

	Straight time	1.5 times
Commence @ 6:30 pm to 10:30 pm	4 hrs	
Meal break @ 10:30 pm to 11:00 pm	0 hrs	
Commence @ 11:00 pm to 2:30 am	3.5 hrs	
Commence @ 2:30 am to 4:30 am		2 hrs

**Total 7.5 hours plus 2 hours @1.5 time plus 0.5 hour shift differential = 11 hours**

## One or Two Eleven Hour Shifts

### **1st shift Monday through Friday**

	Straight time	1.5 times	2 times
Commence @ 8:00 am to 12:00 pm	4 hrs		
Meal break @ 12:00 pm to 12:30 pm	0 hrs		
Commence @ 12:30 pm to 4:30 pm	4 hrs		
Meal break @ 4:30 pm to 5:00 pm	0.5 hr		
Commence @ 5:00 pm to 8:00 pm		2 hrs	1 hr

**Total 8.5 hours plus 2.0 hours @1.5 time plus 1 hour @ 2 time = 13.50 hours**

### **2nd shift Monday through Friday**

	Straight time	1.5 times	2 times
Commence @ 8:00 pm to 12:00 am	4 hrs		
Meal break @ 12:00 am to 12:30 am	0 hrs		
Commence @ 12:30 am to 4:00 am	3.5 hrs		
Meal break @ 4:00 am to 4:30 am	0.5 hr		
Commence @ 5:00 am to 8:00 am		2 hrs	1 hr

**Total 8 hours plus 2.0 hours @1.5 time plus 1 hour @ 2 time plus 0.5 hour shift differential = 13.50 hours**

## One or Two Twelve Hour Shifts

### **1<sup>st</sup> shift Monday through Friday**

	Straight time	1.5 times	2 times
Commence @ 8:00 am to 12:00 pm	4 hrs		
Meal break @ 12:00 pm to 12:30 pm	0 hrs		
Commence @ 12:30 pm to 4:30 pm	4 hrs		
Meal break @ 4:30 pm to 5:00 pm	0.5 hr		
Commence @ 5:00 pm to 9:00 pm		2 hrs	2 hr

**Total 8.5 hours plus 2.0 hours @ 1.5 time plus 2 hours @ 2 time = 15.50 hours**

## 2nd shift Monday through Friday

	Straight time	1.5 times	2 times
Commence @ 8:00 pm to 12:00 am	4 hrs		
Meal break @ 12:00 am to 12:30 am	0 hrs		
Commence @ 12:30 am to 4:00 am	3.5 hrs		
Meal break @ 4:00 am to 4:30 am	0.5 hr		
Commence @ 4:30 am to 8:30 am		2 hrs	2 hr

**Total 8 plus 2.0 hours @1.5 time plus 2 hour @ 2 time plus 0.5 hour shift differential 15.50 hours.**

## ARTICLE 3 – OVERTIME AND STATUTORY HOLIDAYS

**3.01** The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half ( $1\frac{1}{2}$ ) 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 ( $1\frac{1}{2}$ ) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

**3.02** When overtime is required before or after the regular hours of work exceeding two (2) hours, Employees shall receive one-half ( $1/2$ ) hour lunch period at straight time rates. If the Employee is not informed of the overtime before the end of his last shift, the Employer will supply a meal. If overtime of more than four (4) hours is worked, the Employer shall supply a meal every four (4) hours with no loss of time. Excess of eleven and one-half ( $11\frac{1}{2}$ ) hours must be worked before the second meal break is paid.

(Overtime Lunch Period) - The parties agree that, in extenuating circumstances, should the employer not be able to provide the meal in overtime meal

situation as identified herein, the employer will compensate the employee in an amount of thirty dollars (\$30.00) Meal choice mutually agreed between employer and employee.

**3.03** Work on Sunday and on statutory holidays shall be paid for at double time rates. Local Union 324 shall be notified if the members are working any statutory holidays.

## **ARTICLE 4 – TOOLS**

### **Article 4.01- Tool Lists**

Effective May 1, 2010 employees will supply the following hand tools determined by trade:

#### **Plumbers Tools List**

- 1) *Tool Box*
- 2) *Hacksaw*
- 3) *Pump Pliers*
- 4) *Aviation Tin Snips*
- 5) *3/4" Cold Chisel*
- 6) *Plumb Bob*
- 7) *Keyhole Saw*
- 8) *6" Vice Grips*
- 9) *10" Vice Grips*
- 10) *#104 Rigid Cutters*
- 11) *#5 Rigid Cutters*
- 12) *#2 Rigid Cutters*
- 13) *Striker*
- 14) *18" Pipe Wrench*
- 15) *14" Pipe Wrench*
- 16) *Claw Hammer*
- 17) *12" Adjustable Wrench*
- 18) *10" Adjustable Wrench*

- 19) 8" Adjustable Wrench
- 20) Utility Knife
- 21) #2 Slot Screwdriver
- 22) #2 Philips Screwdriver
- 23) #1 Robertson Screwdriver
- 24) #2 Robertson Screwdriver
- 25) #3 Robertson Screwdriver
- 26) 5/16" Torque Wrench
- 27) Allen Keys Imp 1/16"-3/8"
- 28) Allen Keys Metric 1.5mm-10mm
- 29) Chalk Line
- 30) Basin Wrench
- 31) Wire Brush
- 32) Nail Puller
- 33) Half Round Bastard File
- 34) 1" Wood Chisel
- 35) Tape Measure Standard/Metric 25'/7.5m
- 36) Torpedo Level 9"
- 37) 3/8" or 1/2" Cordless Drill 14v minimum
- 38) 1/2" & 3/4" Pex Crimpers
- 39) 1" Pex Cutters

### **Sprinklerfitter Tool List**

- 1) Tool Box
- 2) Hacksaw
- 3) Aviation Tin Snips
- 4) Plumb Bob
- 5) Keyhole Saw
- 6) 18" Pipe Wrenches (2)
- 7) Claw Hammer
- 8) 12" Adjustable Wrench
- 9) 10" Adjustable Wrench
- 10) Utility Knife
- 11) #2 Slot Screwdriver
- 12) #2 Robertson Screwdriver
- 13) #2 Phillips Screwdriver
- 14) 3/8" Ratchet

- 15) 9/16" Deep Socket
- 16) 11/16" Deep Socket
- 17) 3/4" Deep Socket
- 18) 7/8" Deep Socket
- 19) Allen Keys IMP 1/16"-3/8"
- 20) Allen Keys Metric 1.5mm-10mm
- 21) Chalk Line
- 22) 6" Vice Grips
- 23) Wire Brush
- 24) Nail Puller
- 25) Half Round Bastard File
- 26) 1" Wood Chisel
- 27) Tape Measure Standard/ Metric 25'/7.5m
- 28) Torpedo Level 9
- 29) 3/8" or 1/2" Cordless Drill 14v minimum

### **Pipefitters Tool List**

- 1) Tool Box
- 2) Hacksaw
- 3) 12" Pump Pliers
- 4) 3/4" Cold Chisel
- 5) Striker
- 6) 18" Pipe Wrench
- 7) 14" Pipe Wrench
- 8) 8" Pipe Wrench
- 9) 2lb Ball Peen Hammer
- 10) 12" Adjustable Wrench (2)
- 11) 6" Adjustable Wrench (2)
- 12) Utility Knife
- 13) #2 Robertson Screwdriver
- 14) #2 Phillips Screwdriver
- 15) 10" Vice Grips
- 16) Set of Open End Boxed End Up To 1-1/4"
- 17) Center Punch
- 18) Line up Bars
- 19) Set of Sockets Up To 1-1/4"



- 20) *Wire Cut Pliers*
- 21) *Wire Brush*
- 22) *Half Round Bastard File*
- 23) *Tube Cut Pliers*
- 24) *Tape Measure Standard/Metric 25'/7.5m*

**4.02 (Loss of tools)** The company 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 gang box. Each employee, upon dispatch, shall provide an inventory of his tools on a form supplied by the company to be eligible for replacement. A copy of this list must be sent to the union hall for verification.

**4.03** Each employer shall include on employees regular pay the tool and clothing allowance in accordance with article 25.01 Wage Scale and Table of Fund Contributions. Contributions shall be made by the Employer for each hour earned by each Employee.

**4.04** Employer to supply all consumables- Examples include but are not limited to: Flux, solder, grinding disks, sanding cloth, hacksaw blades, cutting wheels, chalk for string lines, striker flints.

## **ARTICLE 5 – TRAVEL TIME AND ALLOWANCE**

**5.01** For the purpose of establishing travel time and mileage; there shall be a "Free Zone" of a forty-five kilometer (45) circle from the Victoria City Hall.

(a) The travel free zone shall be a forty five (45) kilometer radius from the employees residence to the jobsite. Where an employee lives between forty six (46) and ninety (90) road kilometers from the job, the employee shall be paid thirty dollars (\$30.00), for the round trip travel distance driven per day worked. Employee's travelling beyond ninety (90) kilometers from the job shall be paid LOA as per article 5.05. This article shall cover all projects located North of Boys Road in Duncan BC.

(b) Employees who are requested to travel on a weekend or a statutory holiday to get to a jobsite for the following day shall be paid wages and benefits at straight time rates for the time consumed between their residence and the project/jobsite

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

**5.03** When employees are requested to use their own vehicle by the employer, they shall receive an allowance of fifty (\$0.50) cents per kilometer for the first 5000 km and forty-five (\$0.045) cents thereafter. If living closer to job

than distance from the employer's "Free Zone" to the job, such lesser mileage shall apply.

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

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

**5.05 (a)** For employees traveling from ninety (90) Kilometers from the job, and where there is no camp accommodation, the employee shall choose:

(i) Living out allowance shall be paid on the basis of \$125.00 (May 1<sup>st</sup> 2014), \$130.00 (May 1<sup>st</sup> 2015), \$135.00 (May 1<sup>st</sup> 2016) per day ( 7 days)

(ii) First class room and board plus \$65.00, effective (May 1<sup>st</sup> 2014), \$70.00 (May 1<sup>st</sup> 2015), \$75.00 (May 1<sup>st</sup> 2016). 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 forty five (45) kilometers from the job site, the employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometer formula measured from the accommodation to the forty-five kilometer zone and back to the accommodation.

**5.05 (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.

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

**5.07** If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board he shall be paid the full day's travel expense allowance in accordance with this Clause, but only wages for time actually worked.

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

**5.09 Paid Parking**

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

**ARTICLE 6 – MEMBERSHIP IN UNION**

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

**6.02** All Employees, including Apprentices, shall be dispatched from Local Union No. 324 before being hired.

**ARTICLE 7 – UNION SHOP**

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

qualify and become members of Local Union 324 within thirty (30) days.

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

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

## **ARTICLE 8 – TERMINATIONS**

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

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

First Potential (permit) members.

Second Travel card members (members of Sister UA Locals)

Last Members of Local 324.

## **ARTICLE 9 – LISTS OF UNION MEMBERS**

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

## **ARTICLE 10 – PERSONS CONDUCTING A SHOP WORKING WITH THE TOOLS**

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

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

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

## **ARTICLE 11 – NON-UNION WORKMEN AND MATERIALS**

**11.01** The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with nonunion workmen or use material produced under non-union conditions shall not be deemed a breach of this

Agreement. In all such cases the Joint Conference Board will be given prior notice and a meeting held if requested and further approval obtained from the Building Trades Council involved.

**11.02** The Party of the first part agrees that he will not contract to or from any mechanical contractor who is not signatory to the United Association Agreement.

## **ARTICLE 12 – MOONLIGHTING**

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

## **ARTICLE 13 – APPRENTICES/MATERIAL HANDLER**

**13.01** All Apprentices shall be employed in accordance with the provisions of the *Industry Training Authority Act* and the parties hereto agree to observe all the provisions of the said Act.

**13.02** For each phase of the trade, every shop employing one (1) Journeyman constantly shall be allowed one (1) Apprentice and for each additional **three (3) Journeymen employed they shall be allowed one (1) additional Apprentice.** Any deviation from this must be approved by the Vancouver Island Piping Industry Joint Training Committee.



**13.03** All Apprentices, indentured or probationary, shall be listed with the Vancouver Island Piping Industry Joint Training Committee and the Office of Local Union 324.

**13.04** Pre-Apprentice graduates accepted by the Joint Committee for the apprenticeship program may be allowed three (3) months' credit out of their five (5) year period of apprenticeship at the discretion of the Joint Training Committee.

**13.05** The Apprenticeship Coordinator and/or the Business Representative will periodically check the Apprentices on the jobs to determine whether or not they are being trained in the proper manner and shall do so in accordance with Section 21.02.

**13.06** One (1) Material Handler shall be permitted by each Employer. The Material handler shall be paid 40% of the Journeyman wage rate, plus 10% Holiday pay. The Employer will not be required to remit trust fund payments on their behalf for the first 1200 hours. After completion of 1200 hours of credited service the Employer will commence remitting Health and Welfare contributions for each earned hour. The material handler shall complete the CSTS –offered by the Union prior to commencement of employment.

(a) All Fund Contributions are due and payable on or before the fifteenth day (15th) of the month following the month in which the obligation arose to pay the contributions. All fund contributions shall be made in accordance with a Standard Form approved by the Joint Conference Board. See

Sections 27.01, 28.01, 29.04, 30.01, 31.01, 32.01 and 33.01.

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

## **ARTICLE 14 – LUNCH AREA**

**14.01** Whenever practical a heated lunch room shall be provided free from tools, equipment and any hazardous material. This area must be secure and locked. Lunch rooms to be cleaned on a frequent basis by the members. Any disagreement will be resolved by the Joint Conference Board. .

**14.02** Approved sanitary facilities will be provided as per Worksafe BC Regulations. Approved hand cleaner and clean rags shall be provided. Any disagreement will be resolved by the Joint Conference Board.

## **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.

**15.02** Payment may be made by cheque or by direct deposit.

## **ARTICLE 16 – CALL IN PAY**

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

## **ARTICLE 17 – LUMPING OR CONTRACTING**

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

## **ARTICLE 18 – DISPUTES AND GRIEVANCES**

### **18.01 Disputes and Grievances**

- a) 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 on (1) week of the time the cause of such grievance should have been know 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.

- b) If any dispute or grievance referred to the Joint conference Board cannot be settled or otherwise resolved 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 the Arbitration Board in the manner hereinafter provided for.
- c) 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.

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

establish regulations governing the conduct of their members.

## **ARTICLE 19 – ARBITRATION**

**19.01** In case of any dispute or grievance arising that cannot be settled informally by the Joint Conference Board, then either of the parties to the dispute or grievance will be at liberty to refer the dispute or grievance to an Arbitration Board in the manner hereinafter provided for:

- a) The party desiring arbitration shall appoint a member for the Board, and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- b) The party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- c) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.
- d) The Arbitration Board shall sit to settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment of the Chairman, provided that the time may be extended by agreement of the parties.

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

**19.02** Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Board and one-half (1/2) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.

**19.03** It is understood by the parties entering into this Agreement that they exclude the operation of Section 96, Sub-Section (1) of the Industrial Relations Act of British Columbia unless agreed to by the Joint Conference Board, except in cases of fund contribution delinquencies or non-payment of funds.

## **ARTICLE 20 – BC JURISDICTIONAL WORK ASSIGNMENT PLAN**

**20.01** Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreements), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of BC and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or

Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

**20.02** The Employer shall upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in BC.

**20.03** The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.

**20.04** The parties agree that all cases, disputes or controversies involving Jurisdictional disputes and assignments of work shall be resolved as provided for in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.

**20.05** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for Jurisdictional purposes.

**20.06** The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.

## **ARTICLE 21 – UNION REPRESENTATION**

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

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

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

## **ARTICLE 22 – PICK UP TIME**

**22.01** Employees terminating or being laid off



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

## **ARTICLE 23 – PROCEDURE TO BECOME SIGNERS**

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

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

## **ARTICLE 24 – WAGE BOND**

**24.01** Before Union members are dispatched to any Employer who has not been signatory to a UA Agreement in British Columbia for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to a maximum of one thousand dollars (\$1,000.00) per Employee and a total maximum of fifteen thousand dollars (\$15,000.00) with the BC Pipe Trades Association for use in default of payment of wages, pension contributions, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions provided by the Collective Agreement. When no longer required, such bond, by mutual consent of the Union and the Employer concerned, shall be terminated, but where mutual consent

cannot be achieved, the matter shall be subject to the Arbitration Procedure provided in Articles 18 and 19.

**24.02** Employers who were signatory to the Local 324 Collective Agreement on January 1, 1971 are exempt from the operation of this Article 24.

**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 1 <sup>st</sup> , 2014	May 1 <sup>st</sup> , 2015	Nov 1 <sup>st</sup> , 2015	May 1 <sup>st</sup> , 2016	Nov 1 <sup>st</sup> , 2016
Journeyman Rate	\$36.50	\$36.73	\$36.95	\$37.17	\$37.40
Tool & Clothing	0.30	0.30	0.30	0.30	0.30
Vacation Pay 12%	4.43	4.44	4.47	4.50	4.52
Health & Welfare	2.70	2.80	2.90	3.00	3.10
Pension	5.00	5.10	5.20	5.30	5.40
Apprenticeship	0.60	0.60	0.60	0.60	0.60
MTPF	0.18	0.18	0.18	0.18	0.18
IMIRA	0.30	0.30	0.30	0.30	0.30
Industry Funds	0.04	0.04	0.04	0.04	0.04
Marketing	0.205	0.255	0.305	0.355	0.405
	\$50.25	\$50.75	\$51.25	\$51.75	\$52.25

	May 1 <sup>st</sup> , 2017	Nov 1 <sup>st</sup> , 2017
Journeyman Rate	\$37.62	\$37.84
Tool & Clothing	0.30	0.30
Vacation Pay 12%	4.55	4.58
Health & Welfare	3.20	3.30
Pension	5.50	5.60
Apprenticeship	0.60	0.60
MTPF	0.18	0.18
IMIRA	0.30	0.30
Industry Funds	0.04	0.04
Marketing	0.455	0.505
	\$52.75	\$53.25

\*GST is to be added to these contributions as follows:

**\*MTPF: \$0.18 + .009 (GST) = \$0.189**

**\*IMIRA: \$0.30 + .015 (GST) = \$0.315**

#### Incremental Wage Increases

May 1 <sup>st</sup> 2014 through Apr 30 <sup>th</sup> 2015 - zero
May 1 <sup>st</sup> 2015 through Oct 31 <sup>st</sup> 2015 - .50 cents
Nov 1 <sup>st</sup> 2015 through Apr 30 <sup>th</sup> 2016 - .50 cents
May 1 <sup>st</sup> 2016 through Oct 31 <sup>st</sup> 2016 - .50 cents
Nov 1 <sup>st</sup> 2016 through Apr 30 <sup>th</sup> 2017 - .50 cents
May 1 <sup>st</sup> 2017 through Oct 31 <sup>st</sup> 2017 - .50 cents
Nov 1 <sup>st</sup> 2017 through Apr 30 <sup>th</sup> 2018 - .50 cents

## **Clause 25.02 – Apprentices wage schedule**

(0-950 hours 45%) (951 hours 55%) (1900 hours 60%) (2850 hours 65%) (3800 hours 70%) (4750 hours 75%) (5700 hours 85%) (6650 hours 90%) (7600 hours 100%)

## **Clause 25.03 – Foreman**

When five or more (trades people) are employed on one job, one (1) shall be designated Foreman and shall be paid the following minimum rates;  
Commercial, Institutional.

**Sunset Clause** for the foreman's rate, which will expire at the end of the Agreement (April 30<sup>th</sup>, 2018). The Foreman's rate shall remain frozen for the term of the collective Agreement (General Foreman rate at twenty (20%), \$7.36, Commercial / institutional and light industrial projects Foreman rate fifteen (15%) \$5.52 and wood frame and small commercial rate will be ten (10%) \$3.68.

**25.04** Employees, while working from a swinging scaffold, crane basket or bosun's chair, shall be paid five percent (5%) per hour over their prevailing rate.

## **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. The Employee may elect to have his Holiday Pay held until such time as he takes his annual holidays, or on termination.

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

**26.03** Statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia. The Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the employer and the employee.

## **ARTICLE 27 – HEALTH AND WELFARE PLAN**

**27.01** Each Employer shall contribute in accordance with Article 25.01 Wage Scale and Table of Fund Contributions. Operation of this plan shall be governed by the Trustees to be selected in accordance with the Terms of this Agreement.

**Contributions shall be made by the Employer for each hour earned by each Employee**

**27.02** Trustees of the Health and Welfare Plan shall be six (6) in number comprising of three (3) Union Nominees and three (3) Island Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of an in accordance with the Trust Agreement dated November 24, 1967 between the parties to this Agreement.

## **ARTICLE 28 – PENSION PLAN**

**28.01** Each Employer shall contribute in accordance with Article 25.01 Wage Scale and Table of Fund Contributions. Operation of this Plan shall be governed by the Trustees of the Pension Plan. This contribution is in addition to compulsory Government Pension Plans. **Contributions shall be made by the Employer for each hour earned by each Employee**

**28.02** Trustees of the Pension Plan shall be six (6) in number comprising three (3) Union Nominees and three (3) Island Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated November 24, 1967 between the parties of this Agreement.

## **ARTICLE 29 – MECHANICAL TRADE PROMOTION FUND**

**29.01** There shall be 5 trustees from the union and 5 trustees from management, with management trustee being chairman. Refer to Trust Document

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

**29.03** Operation of this fund shall be governed by the *Mechanical Trade Promotion Fund Trust Agreement* which is part of this Agreement. There shall be 5 trustees from the union and 5 trustees from management, with management trustee being chairman. Refer to Trust Document.

**29.04** Contributions for each hour earned by employees covered by this agreement shall be paid to the Mechanical Trade promotion fund in accordance with Article 25.01 Wage Scale

## **ARTICLE 30 – ISLAND MECHANICAL INDUSTRIAL RELATIONS ASSOCIATION FUND**

**30.01** Contributions shall be made by the Employers for each hour earned by each Employee

to the Island Mechanical Industrial Relations Association Fund.

**30.02** Operation of this fund shall be governed by the Island Mechanical Industrial Relations Association Constitution and Bylaws.

**30.03** Thirty cents (\$0.30) per hour (plus GST) for each hour earned by Employees covered by this Agreement shall be paid to the Island Mechanical Industrial Relations Association Fund. IMIRA may alter this amount with sixty (60) days written notice.

## **ARTICLE 31 – SUPPLEMENTAL DUES CHECKOFF**

**31.01** The Employer shall deduct for a Dues Supplement an amount of money as agreed to from time to time by the general membership under proper resolution passed by the General Membership of Local Union 324 on behalf of all hours earned by all Employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of Plumbers Local 324, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each Employee shall submit a written authorization to his Employer as a condition of employment, which shall be supplied by the Union. Collection of the Dues Supplement shall come under the same provisions that govern "The Piping Industry Trust Funds", Article 27.



## **ARTICLE 32 – VANCOUVER ISLAND PIPING INDUSTRY JOINT TRAINING COMMITTEE FUND (APPRENTICESHIP FUND)**

**32.01** Each employer shall contribute to the Vancouver Island Piping Industry Joint Training Committee local fund in accordance with Article 25.01 Wage Scale and Table of Fund.

**Contributions shall be made by the Employer for each hour earned by each Employee**

## **ARTICLE 33 – CONSTRUCTION INDUSTRY FUNDS**

**33.01** Effective May 1, 2010, four cents (\$0.04) per hour, for each hour earned by each Employee shall be paid to the Construction Industry Fund. This amount shall be allocated as follows:

	May 1 <sup>st</sup> , 2014	May 1 <sup>st</sup> , 2015	May 1 <sup>st</sup> , 2016	May 1 <sup>st</sup> , 2017
BC Rehabilitation Fund	0.02	0.02	0.02	0.02
BC Jurisdictional Assignment*	0.01	0.01	0.01	0.01
BCBCBTU**	0.01	0.01	0.01	0.01

BCBCBTU\*\*

\* Jurisdictional Assignment Plan of the British Columbia Construction Industry Effective June 14, 2002, the current funding of the \$0.015 per hour was reduced by \$0.005 per hour based upon the restructuring of the Plan by the Trustees.

\*\* BCBCBTU Funding

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

## **ARTICLE 34 – REPRESENTATIVE TO INSPECT PAYROLLS**

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

## **ARTICLE 35 – SAVING CLAUSE**

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

## **ARTICLE 36 – TERM OF AGREEMENT**

**36.01** This Agreement shall be effective as from **May 1, 2014 and shall remain in effect until April 30, 2018**; and thereafter from year to year until a new agreement is concluded by the parties.

**36.02** Either party wishing to amend the Agreement will notify the other party by giving written notice in accordance the Labour Relations Code of BC.

**36.03** Either party sending out such notice shall append the individual numbers of clauses of the Agreement which they desire to change to the actual changes, additions or amendments that are desired.

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

**36.05** All matters not covered by a specific date of application within the Agreement will become effective on the actual date that this Agreement is signed by the parties.

## **ARTICLE 37 – SAFETY CLAUSE**

**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.

**37.03** Protective clothing shall be provided by the contractor to their employees working in hazardous conditions. e.g. confined spaces, inside tanks or pipes containing chemical, oil, gases, acids, etc. All protective clothing is to be provided as per Article 8 of the OH&S Work Safe BC Regulations.

## **ARTICLE 38 — ENABLING CLAUSE**

**38.01** The Local Union, in conjunction with the Employer's representative or the Employers bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement and in writing, amend or delete any terms or conditions of the Agreement for the length of the job.

**38.02** No joint industry funds as negotiated between the UA Local 324 and IMIRA or individual dues to umbrella organizations will be reduced or eliminated through enabling, without the prior written consent of the UA Local 324 and IMIRA.

## **ARTICLE 39 – FAVOURED NATIONS CLAUSE**

Should the Union extend to any other contractor within the geographical area covered by this Collective Agreement terms and conditions which are more favourable to said Employer than the terms and conditions set forth in this agreement, such terms and conditions shall automatically be extended to all Employers party to this Agreement.

## **ARTICLE 40 — BEREAVEMENT LEAVE (no pay)**

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, children, parent, stepparent, sister, brother, mother-in-law, father-in-law, grandparent, grandchildren.

## **ARTICLE 41 – TICKETS**

When an employee has an “ A gas ticket the employee shall receive one dollar and fifty cents (\$1.50) per hour in addition to the employee’s regular rate of pay, when used.

SIGNED AT VICTORIA, BRITISH COLUMBIA,  
THIS     DAY OF

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

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**Signed**

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**Signed**

**SIGNED ON BEHALF OF:  
LOCAL 324, UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

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**Signed**

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**Signed**

## **LETTER OF UNDERSTANDING**

BETWEEN:

### **ISLAND MECHANICAL INDUSTRIAL RELATIONS ASSOCIATION OF BC**

(hereinafter referred to as "IMIRA")

AND:

### **LOCAL UNION NO. 324 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA**

(hereinafter referred to as "The Union")

RE: ADMINISTRATION FUND

It is understood and agreed that UA Local 324 will collect and forward all monies designated for the Mechanical Trades Promotion Fund (MTPF) and the Island Mechanical Industrial Relations Association Fund (IMIRA) and received in accordance with the standard remittance form, to the Mechanical Trades Promotion Fund (MTPF) and the Island Mechanical Industrial Relations Association Fund (IMIRA). Payment to MTPF and IMIRA shall be made by the Administrator by the first day of the month following the month in which it was received.

The UA Local 324 will provide a monthly statement to MTPF and IMIRA along with the payment and shall provide MTPF and IMIRA with an annual letter

from the Funds' auditor attesting to the calculations of the said Funds' collection and disbursements. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by the Association.

DATED THIS                      DAY OF                      in the City of  
Victoria, BC.

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

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**Signed**

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**Signed**

**SIGNED ON BEHALF OF:  
LOCAL UNION NO. 324 OF THE UNITED ASSOCIATION  
OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

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**Signed**

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**Signed**



## LIST OF UNION HOLIDAYS

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Friday preceding B.C. Day

B.C. Day

Friday Preceding Labour Day(may be floated)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

## **Appendix “A”**

### **MEMORANDUM OF AGREEMENT SERVICE ADDENDUM (the “Agreement”)**

Between:

**ISLAND MECHANICAL INDUSTRIAL RELATIONS  
ASSOCIATION  
Hereinafter referred to as “the Employer”**

And:

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED  
STATES AND CANADA, LOCAL UNION 324  
Hereinafter referred to as “the Union”**

This Memorandum of Agreement constitutes the terms and conditions particular for work undertaken in servicing mechanical systems at the direction of a signatory Employer. The parties understand and agree that the “Agreement” applies unless modified by this Service Addendum.

#### **1. Purpose**

(a) The purpose of this Memorandum of Agreement is to establish terms and conditions of employment between the Employer and the Union with respect to service work.

(b) The parties acknowledge the unique nature of service work and the need for flexibility to meet the reality of the requirements of this work.

## **2. Definition of Service Work**

Service work will consist of emergency repairs, repairs, replacement, maintenance and alterations to plumbing, heating, oil burner and combustion equipment and fire protection systems.

## **3. Callout**

Employees who are called out after their normal shift will be compensated at overtime rates specified in the "Agreement."

## **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 \$105 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.

(c) No benefits or add to pay will be applicable to standby pay.

(d) Regardless of whether the employee is called out, the weekly standby rate will be paid, subject to 4(b) above.

(e) Standby assigned on the employee's scheduled day of work will abut the shift and extend until the beginning of their next scheduled shift, subject to 3.

(f) Standby will be assigned for periods of one week, commencing at the end-of-shift Friday to the start-of-shift Friday, and schedules will be posted one month in advance except in emergencies. Notwithstanding the above, the Employer may with 48 hours' notice cancel scheduled standby for operational reasons and compensation will not apply.

(g) Employees required to standby will not be required to standby on two consecutive weekends, except by mutual agreement.

(h) Employees wanting to change their assigned standby date(s) with another service technician must have the prior approval of the Employer 24 hours before the standby date(s).

## **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, 2018

- (1) After 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 months of consecutive employment, to an amount equal to 2 weeks wages;
  - (b) After 3 consecutive years of employment, to an amount equal to 3 weeks wages plus one additional week's wages for each additional year of employment, to a maximum of 8 week's wages.
- (3) The liability is deemed to be discharged if the employee
  - (a) Is given written notice of termination as follows
  - (b) One weeks' notice after 3 consecutive months of employment
  - (c) 2 weeks' notice after 12 months of consecutive employment
  - (d) 3 weeks' notice after 3 consecutive years of employment
- (4) (a) is given a combination of written notice under (3)(a) and money equivalent to the amount the employer is liable to pay, or (b) terminates the employment, retires from employment, or is terminated for just cause

- (c) the amount the employer is liable to becomes payable on termination of employment and is calculated by
- (d) Totaling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work
- (e) Dividing the total by 8, and
- (f) Multiplying the result by the number of week's wages the employer is liable to pay.

For the purposes of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

The hours of labour shall be scheduled Monday to Friday between the hours of 8 am to 6:30 pm. The shift shall be 5 – 10 hour shifts. Employees shall be paid the prevailing rates over 40 hrs per week. Employers shall be paid time and a half (1.5) for the first 10 hours over 40 hrs. First 2 hours worked before 8 am and the first 2 hours after 6:30 pm will be paid at the prevailing rates, all additional hours will be paid at double time rates. The option of a Tues to Sat shall be by mutual agreement by the Employer and Employee.

- Employers require Employees to wear uniforms when provided. Employees shall return all uniforms if employment is terminated.

- Employers shall schedule Service meeting for 30 mins per month which is unpaid.
- Employees shall correct any incorrect installations due to negligent actions with no compensation.
- Employees shall do a yearly inventory of the company van. Employees shall not receive any compensation.
- One (1) Journeyman to one (1) Apprentice ratio.
- The Employee shall maintain and organize the company vehicle on a regular basis. Employees shall notify the Employer when there are any mechanical issues with the company vehicle.
- Employees shall remit all paperwork in a legible manner to the Employer's office as per company policy.
- Employees shall be responsible for paying any parking tickets except from any extenuating circumstances.
- Employees shall maintain all required tickets (example Cross connection, Gas). Not maintaining tickets may be grounds for dismissal.

- At the request of the Employer, each Employee shall attend manufacture lectures up to (6 hrs) per year to upgrade skills and knowledge of new products. The Employee shall not receive compensation.

SIGNED AT VICTORIA, BRITISH COLUMBIA,  
THIS      DAY OF

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

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Signed

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Signed

**SIGNED ON BEHALF OF:  
LOCAL 324, UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

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Signed

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Signed



## Appendix “B”



# STANDARD FOR EXCELLENCE

### Overview:

The ***UA Standard for Excellence*** policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

### Member and Local Union Responsibilities:

To insure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, everyday on time (Absenteeism and Tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods

(Personal cell phones will not be used during the workday with the exception of lunch and break periods).

- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty insuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti will not be tolerated).
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft

(Offensive words and symbols on clothing and buttons are not acceptable).

- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

### **Employer and Management Responsibilities:**

MCAA/MSCA/PFI/MCPWB/PCA/UAC and NFSA signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the ***UA Standard for Excellence***.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Insure that all necessary tools and equipment are readily available to employees.
- Minimize workers downtime by insuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and

- employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
  - Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
  - Promote to owners and clients the UA/Contractor Associations partnerships and avoid finger pointing when problems arise.
  - Encourage employees but if necessary be fair and consistent with discipline.
  - Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
  - Promote and support continued education and training for employees while encouraging career building skills.
  - Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner while limiting the number of employees to the work at hand thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**.
  - Treat all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

- Cooperate and communicate with the Job Steward.

### **Problem Resolution through the UA Standard for Excellence Policy:**

Under ***UA Standard for Excellence*** it is understood, that members through the local union, and management through the signatory contactors, have duties and are accountable in achieving successful resolutions.

### **Member and Local Union Responsibilities:**

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members' issues affecting work progress.
- The Business Manager or his designee will conduct regularly scheduled meetings to

discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.

- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including but not limited to mandatory retraining for members after offences.

### **Employer and Management Responsibilities:**

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local union Business Manager.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.

- A course of action shall be established to allow the job Steward and or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his further employment.

#### **Additional Jointly Supported Methods of Problem Resolution:**

- In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy

## Appendix "C"

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

#### **RIG WELDER POLICY**

(Revised April 2, 2014)

The Rig Welder is a member of U.A. Local 324 and is an Independent Contractor. Rig Welder policy shall NOT apply when a fixed price has been utilized.

The rig rate is \$105.00 per hour (Carbon Steel) \$118.00 per hour (Stainless Steel). The Rig Welder shall supply all tools, welding rods, oxy-acetylene, grinders and consumables.

All Local 324 Signatory Contractors utilizing any Independent Rig Welder will advise the union office immediately upon his hire in writing:

The name of the Rig Welder  
The start date of the work to be performed  
The expected duration of the work

Upon submission of the Rig Welders invoice the contractor will immediately advise the union office of the actual dates of employment and the total hours worked. A copy of the Rig Welders Invoice is to be included.

The Union will then provide a remittance form directly



to the Rig Welder for his signature and payment of funds to be received as per the Collective Agreement for all Fund Contributions.

Article 25 – Wages 25.01 Wage Scale and Table of Fund Contributions.

	May 1 <sup>st</sup> , 2014	May 1 <sup>st</sup> , 2015	Nov 1 <sup>st</sup> , 2015	May 1 <sup>st</sup> , 2016	Nov 1 <sup>st</sup> , 2016
Journeyman Rate	\$36.50	\$36.73	\$36.95	\$37.17	\$37.40
Tool & Clothing	0.30	0.30	0.30	0.30	0.30
Vacation Pay 12%	4.43	4.44	4.47	4.50	4.52
Health & Welfare	2.70	2.80	2.90	3.00	3.10
Pension	5.00	5.10	5.20	5.30	5.40
Apprenticeship	0.60	0.60	0.60	0.60	0.60
MTPF	0.18	0.18	0.18	0.18	0.18
IMIRA	0.30	0.30	0.30	0.30	0.30
Industry Funds	0.04	0.04	0.04	0.04	0.04
Marketing	0.205	0.255	0.305	0.355	0.405
	\$50.25	\$50.75	\$51.25	\$51.75	\$52.25

	May 1 <sup>st</sup> , 2017	Nov 1 <sup>st</sup> , 2017
Journeyman Rate	\$37.62	\$37.84
Tool & Clothing	0.30	0.30
Vacation Pay 12%	4.55	4.58
Health & Welfare	3.20	3.30
Pension	5.50	5.60
Apprenticeship	0.60	0.60
MTPF	0.18	0.18
IMIRA	0.30	0.30
Industry Funds	0.04	0.04
Marketing	0.455	0.505
	\$52.75	\$53.25

\*GST is to be added to these contributions as follows:

**\*MTPF: \$0.18 + .009 (GST) = \$0.189**

**\*IMIRA: \$0.30 + .015 (GST) = \$0.315**

Supplement dues at 1.25% of gross wages (current Journeyman's wage rate x hours worked) will be included on the monthly remittance.

All Fund contributions are due and payable on or before the fifteenth day (15<sup>th</sup>) of the month following the month in which the obligation rose to pay the contribution.

Dale Dhillon, Business Manager

## **UA LOCAL 324**

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