

UNITED ASSOCIATION LOCAL 324 COMMERCIAL/INSTITUTIONAL AGREEMENT

BETWEEN:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC**

On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.

* Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.
As interpreted by the Arbitration Decision B.C.C.A.A.A. No. 164

(the "Employer")

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**

(the "Union")

(collectively, the "Parties")

May 1, 2023 to April 30, 2026

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This Agreement shall apply to all work performed within the geographical jurisdiction of U.A. Local 324, (“the Union”) with the exception only of work specifically defined in the U.A. Local 324 Industrial Agreement. Work specifically described in the Industrial Agreement shall be performed under the provisions of that Agreement.

As a condition of signing this Agreement, the Employer agrees to execute the Industrial Agreement and the Service Agreement should the Employer engage in work falling under either Agreement.

With a view to promoting the business of heating and sanitation 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 the Union, increased productivity for the industry and a betterment of standard of living for all members of the industry will be obtained. Further, the Parties agree to abide by the criteria contained in the current UA Standard for Excellence. This standard lays out obligation for the Employer, the Union and the employees.

For the purposes of this Agreement, Construction Labour Relations Association of British Columbia is designated and recognized by the Union as the sole agent and authority for bargaining with the Union.

ARTICLE 1.00 – RESERVATIONS TO MANAGEMENT

- 1.01** The Union recognizes the right of the Employer to operate and manage their business in all respects in accordance with their 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 they will not exercise their management rights for the purpose of restricting or limiting the rights of their Employees herein granted.

ARTICLE 2.00 – HOURS OF WORK

- 2.01** Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

2.02 (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 (½) hour for lunch.

(b) Compressed Workweek

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 (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1½) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay. 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.

2.03 Rest Break

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. 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 (½) 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 prevailing rates. Both Parties agree there shall not be abuses in respect to the time taken for rest breaks

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

2.05 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 ½) hours work. The third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work. Three (3) consecutive work days shall constitute an afternoon or night shift. On any shift operation in excess of ten (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.

2.06 Scheduling of Shifts

One, Two or Three Regular Shifts – See Appendix A for Shift Schedules

ARTICLE 3.00 – OVERTIME AND WORK ON HOLIDAYS

3.01 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1 ½) 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 ½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at two (2) times the applicable straight time hourly rate.

3.02 Work on Sunday and the following holidays shall be paid for at two (2) times the applicable straight time hourly rate: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Friday preceding B.C. Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, 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.

On all commercial/institutional projects, 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.

The Union will be notified if the members are working either of the above statutory holidays.

3.03 When overtime is required before or after the regular hours of work exceeding two (2) hours, employees shall receive one-half (½) hour lunch period at the straight time rates. If the employee is not informed of the overtime before the end of their last shift, the Employer will supply a meal. The Parties agree that, in extenuating circumstances, should the Employer not be able to provide the meal in the overtime meal situation as identified herein, the Employer will compensate the employee in an amount of thirty dollars (\$30.00). 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.

ARTICLE 4.00 – TOOLS

4.01 Employees shall supply the following tools:

Plumber's Tools List

- | | | |
|---------------------------|------------------------------------|--|
| 1) Tool Box | 15) 10" Adjustable Wrench | 29) Nail Puller |
| 2) Hacksaw | 16) 8" Adjustable Wrench | 30) Half Round Bastard File |
| 3) Pump Pliers | 17) Utility Knife | 31) 1" Wood Chisel |
| 4) Aviation Tin Snips | 18) #2 Slot Screwdriver | 32) Tape Measure Standard/Metric 25'/7.5m |
| 5) ¾" Cold Chisel | 19) #2 Philips Screwdriver | 33) Torpedo Level 9" |
| 6) Plumb Bob | 20) #1 Robertson Screwdriver | 34) ½" Cordless Drill 18v Minimum |
| 7) Keyhole Saw | 21) #2 Robertson Screwdriver | 35) ½" & ¾" Pex Crimpers |
| 8) 6" Vice Grips | 22) #3 Robertson Screwdriver | 36) 1" Pex Cutters |
| 9) 10" Vice Grips | 23) 5/16" Torque Wrench | 37) Cordless Impact Drill |
| 10) Striker | 24) Allen Keys Imp 1/16" – 3/8" | 38) Head Lamp |
| 11) 18' Pipe Wrench | 25) Allen Keys Metric 1.5 mm 10 mm | 39) 3/16" – 15/16" Close Quarter Tubing Cutter |
| 12) 14" Pipe Wrench | 26) Chalk Line | 40) ¼" Copper Tubing Cutters |
| 13) Claw hammer | 27) Basin Wrench | |
| 14) 12" Adjustable Wrench | 28) Wire Brush | |

Sprinklerfitter’s Tool List

- | | | |
|--------------------------|--------------------------------------|---|
| 1) Tool Box | 12) #2 Robertson Screwdriver | 23) Wire Brush |
| 2) Hacksaw | 13) #2 Phillips Screwdriver | 24) Nail Puller |
| 3) Aviation Tin Snips | 14) 3/8" Ratchet | 25) Half Round Bastard File |
| 4) Plumb Bob | 15) 9/16" Deep Socket | 26) 1" Wood Chisel |
| 5) Keyhole Saw | 16) 1 1/16" Deep Socket | 27) Tape Measure Standard/
Metric 25'/7.5m |
| 6) 18" Pipe Wrenches (2) | 17) 3/4" Deep Socket | 28) Torpedo Level 9 |
| 7) Claw Hammer | 18) 7/8" Deep Socket | 29) 1/2" Cordless Drill 18v minimum |
| 8) 12" Adjustable Wrench | 19) Allen Keys IMP 1/16" – 3/8" | 30) Cordless Impact Drill |
| 9) 10" Adjustable Wrench | 20) Allen Keys Metric 1.5 mm – 10 mm | 31) Head Lamp |
| 10) Utility Knife | 21) Chalk Line | |
| 11) #2 Slot Screwdriver | 22) 6" Vice Grips | |

Pipefitter’s Tool List

- | | | |
|-------------------------|---|---|
| 1) Tool Box | 10) 12" Adjustable Wrench (2) | 18) Line up Bars |
| 2) Hacksaw | 11) 6" Adjustable Wrench (2) | 19) Set of Sockets Up to 1 1/4" |
| 3) 12" Pump Pliers | 12) Utility Knife | 20) Wire Cut Pliers |
| 4) 3/4" Cold Chisel | 13) #2 Robertson Screwdriver | 21) Wire Brush |
| 5) Striker | 14) #2 Phillips Screwdriver | 22) Half Round Bastard File |
| 6) 18" Pipe Wrench | 15) 10" Vice Grips | 23) Tube Cut Pliers |
| 7) 14" Pipe Wrench | 16) Set of Open End Boxed
End Up to 1 1/4" | 24) Tape Measure Standard/
Metric 25'/7.5m |
| 8) 8" Pipe Wrench | 17) Center Punch | 25) Head Lamp |
| 9) 2lb Ball Peen Hammer | | |

4.02 Loss of Tools

The Employer will replace employee’s personal tools with tools of equal value in cases where it can be verified that the tools were lost in a fire or stolen. Each employee, upon dispatch shall provide an inventory of their tools to both the Union and the Employer either in written form or by photograph in order to be eligible for the Employer to replace the said lost tools.

ARTICLE 5.00 – TRAVEL TIME AND ALLOWANCE

5.01 For the purpose of establishing travel time and mileage; there shall be a “Travel Free Zone” of forty-five (45) road kilometres from Victoria City Hall. All projects located within the travel free zone shall be exempt from travel allowances.

- (a) When employees are operating a personal vehicle outside the “Travel Free Zone” between fifty-five (55) and ninety (90) road kilometres from their residence to the jobsite, they shall receive a vehicle allowance of thirty dollars (\$30.00) per days worked.
- (b) No personal vehicle allowance shall apply outside the “Travel Free Zone” between fifty-five (55) and ninety (90) road kilometres when an employee and/or employees operating or as a passenger in a company vehicle. The distance shall be calculated from the employee’s residence where the vehicle has been assigned.
- (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 thirty (30) minute minimum.

5.02 When travelling outside of ninety (90) road kilometres regardless of vehicle ownership and when mutually agreed 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 thirty (30) minute minimum. Employees operating a personal vehicle outside of ninety (90) road kilometres shall be paid mileage as per CRA guidelines. 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 5.04 (a).

5.03 Where a member is required to travel in excess of eight hundred (800) kilometres to an out-of-town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer.

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

(i) Living out allowance at an amount of two-hundred dollars (\$200.00) per day, effective May 1, 2023, on the basis of seven (7) days a week. Employees must work the Friday and the following Monday to qualify for seven (7) days LOA, excluding compressed work week and Statutory Holidays. Employees leaving for the weekend shall not receive any travel time compensation. Employees 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 Article 5.02 shall apply.

(ii) First class room and board at an amount of eighty-seven dollars and fifty cents (\$87.50) per day worked, effective May 1, 2023.

- Effective May 1, 2024 = ninety dollars (\$90.00)
- Effective May 1, 2025 = ninety-two dollars and fifty cents (\$92.50)

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) road kilometres from the jobsite, the Employer will pay daily travel allowance (for days worked) based on Articles 5.01 (a), (b), (c) if applicable.

(b) Periodic Leave

Where working on an out-of-town project of thirty-five (35) calendar days or more a periodic leave will be made available to employees every twenty-eight (28) calendar days on such project. The employee shall receive an allowance for turnaround or periodic leave to be provided on a "use it or lose it" basis. Qualification requires five (5) days of work following the leave or payment. The allowance will be based on the following formula, effective May 28, 2023;

250 – 500 km -	\$ 255.00
501 – 750 km -	\$ 425.00
751 – 1000 km -	\$ 595.00
Over 1000 km -	\$ 680.00

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

- 5.05** No employee must use their personal car for the transportation of Employers' tools and/or materials. Ownership of a car shall not be considered as a condition of employment.
- 5.06** If the employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board they shall be paid the full day's travel expense allowance in accordance with this Clause, but only wages for time actually worked.
- 5.07** If the employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job, they shall be paid the full day's travel expense allowance and wages for the day of the accident.
- 5.08 Paid Parking**

Employees shall be responsible to pay for personal vehicle parking and find suitable parking 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 employee be requested to leave said project and move to another jobsite location. The employee must present the Employer with a valid receipt.

ARTICLE 6.00 – MEMBERSHIP IN UNION

- 6.01** Only Journeyperson members of the Union and duly indentured apprentices, under the supervision of Journeyperson's, shall install any materials or handle the tools of the trade.
- 6.02** All employees, including apprentices, must have a clearance or dispatch slip from the Union before being hired.

ARTICLE 7.00 – UNION SHOP

- 7.01** The Employer agrees 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 Journeyperson's, then the Employer has the privilege of employing Journeyperson's as required who must qualify and become members of the Union within thirty (30) days.
- 7.02** Any employee who is working as a potential member and who the Union requests that they be replaced by a member of the Union who is acceptable to the Employer, 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 Journeyperson's employed by an Employer that every fifth Journeyperson shall be fifty (50) years of age or over, if available, providing such older worker is acceptable to the Employer.

ARTICLE 8.00 – TERMINATIONS / DISCIPLINARY PROCESS

8.01 When an employee is unfit for work, in the opinion of their Supervisor, they shall be discharged and forfeit travel fare and allowance.

8.02 Should it be necessary to reduce the working 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 other U.A. Locals)
- Last Members of the Local Union.

8.03 Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

8.04 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.

8.05 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 as follows;

- (a) One verbal warning
- (b) First written warning
- (c) Second written warning and termination of employment if deemed necessary by the Employer

Union Representation (e.g. Job Steward) should be present during each step of this process. Also, the Union is to be notified.

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

ARTICLE 9.00 – 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 signatory to this Agreement.

ARTICLE 10.00 – PERSONS CONDUCTING A SHOP WORKING WITH THE TOOLS

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

- 10.02** In any event, no more than one (1) shareholder or partner who is not a member of the Union 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 their 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 11.00 – NON UNION WORKERS 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 non union workers 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 Employer agrees that they will not contract to or from any mechanical contractor who is not signatory to the United Association Agreement.

ARTICLE 12.00 – MOONLIGHTING

- 12.01** Any employee who, while working for an Employer signatory to this Agreement, engages in any work pursuant to their trade (other than work for such Employer) for which they receive remuneration, excepting work done for themselves on their own premises, shall be subject to disciplinary action by the Employer and the Union up to and including termination.

ARTICLE 13.00 – APPRENTICES

- 13.01** All Apprentices shall be employed in accordance with the provisions of *SkilledTradesBC*.
- 13.02** For each phase of the trade, every shop employing one (1) Journeyperson constantly shall be allowed one (1) apprentice and for each additional three (3) Journeyperson's employed they shall be allowed one (1) additional apprentice.
- 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-Apprentices:**

Pre-Apprentice graduates accepted by the Joint Committee for the apprenticeship program may be allowed six (6) months' credit out of their five (5) year period of apprenticeship at the discretion of the Joint Training Committee.
- 13.05** The Apprenticeship Co 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 Article 21.02.

ARTICLE 14.00 – LUNCH AREA

- 14.01** Whenever practical a heated area for eating lunches will be provided. Such area will be free from tools and equipment. Any disagreement on where practical will be resolved by the Joint Conference Board.
- 14.02** Approved sanitary facilities will be provided.

ARTICLE 15.00 – PAYMENT OF WAGES

- 15.01** The regular pay day 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.
- 15.02** Payment will be made by cheque or direct deposit.
- 15.03** All payroll shall be processed in a manner consistent with CRA regulations.

ARTICLE 16.00 – 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 regular rate of wages.
- 16.02** If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

ARTICLE 17.00 – LUMPING OR CONTRACTING

- 17.01** Members of the Union shall not be allowed to do any lumping or contracting or any work except as Journeyperson employees and shall work only for signatories to this Agreement. On February 14, 1985, the Joint Conference Board interpreted the foregoing to mean that Contractor's signatory to the Agreement can subcontract "labour only" contracts out to only those contractors who are employing Journeyperson's and/or apprentices of the Union.

ARTICLE 18.00 – DISPUTES AND GRIEVANCES

- 18.01** A Joint Conference Board will be formed of three (3) UA Local 324 signatory Employers and three (3) members of the Union, 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.

- 18.02 (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 one (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 Article 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.

ARTICLE 19.00 – 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 Chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.
- (d)** The Arbitration Board shall sit, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment of the Chairperson, 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 (½) the compensation and expenses of the Chairperson 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 *Labour Relations Code* of British Columbia unless agreed to by the Joint Conference Board, except in cases of fund contribution delinquencies or non payment of funds.

ARTICLE 20.00 – B.C. 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), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. 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 their 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 B.C.
- 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.
- 20.07** Effective June 14, 2002, the current funding of \$0.015 per hour will be reduced by \$0.005 per hour based upon the restructuring of the Plan by the Trustees.

ARTICLE 21.00 – UNION REPRESENTATION

- 21.01** A Job Steward shall be a working Building Trades member of the Union and will be under the direction of the Business Manager or Business Agent at all times. The Job Steward shall be appointed by the Business Manager or Business Agent. The Job Steward will be permitted to perform their Union duties during working hours and shall not be discriminated against. The Union agrees that the Job Stewards will perform their duties as efficiently as possible and the Employer agrees to grant reasonable time for the performance of such duties.
- 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 22.00 – 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 23.00 – PROCEDURE TO BECOME SIGNERS

- 23.01** The Union 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** The Union shall be allowed to organize through the due process of the law.

ARTICLE 24.00 – WAGE BOND

- 24.01** Before Union members are dispatched to any Employer who has not been signatory to a U.A. 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 B.C. 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 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 Agreement on January 1, 1971 are exempt from the operation of this Article.

ARTICLE 25.00 – WAGES

25.01 Wage Scale and Table of Fund Contributions:

See Appendix D for Wage Scale, Table of Fund Contributions and Employee Deductions

All Fund Contributions are due and payable on or before the fifteenth (15th) day of the month following the month in which the obligation arose to pay the contributions.

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.

All fund contributions shall be made in accordance with a Standard Form approved by the Joint Conference Board.

See Articles 27.01, 28.01, 29.01, 30.01, 31.01, and 32.01.

25.02 Apprentices Wage Schedule:

See Appendix D for Apprentices Wage Schedule, Fund Contributions and Employee Deductions

Apprentices shall be paid not less than the following wage scale:

0– 950 hours	50% of Journeyperson rate
951 hours	55 % of Journeyperson rate
1900 hours	60% of Journeyperson rate
2850 hour	65% of Journeyperson rate
3800 hours	70% of Journeyperson rate
4750 hours	75% of Journeyperson rate
5700 hours	80% of Journeyperson rate
6650 hours	90% of Journeyperson rate
7600 hours	100% of Journeyperson rate

Apprentices shall receive a portion of the pension contributions equal to the portion of the Journeyperson wage rate to which they are entitled. Once Government Qualified Journeyperson status is reached, full pension contributions shall be paid.

25.03 Foreperson

A Foreperson is defined as any Journeyperson employee who is designated by the Employer to organize and supervise the activities of the employees and within reason, perform other duties as assigned by the Employer on one or multiple jobsites.

To be eligible for Foreperson wage rate the employee shall have the prerequisite of successfully completing the currently offered UA 324 Foreperson’s Course or a Foreperson’s course mutually agreed upon between the Union and the Employer. The prerequisite can be waived at the Employers’ discretion.

Based on the crew size the minimum shall be paid in addition to the Journeyperson rate only. For the purpose of crew size, one or multiple sites collectively equates to a crew size. The Foreperson is not included in the calculation.

Foreperson Rate Schedule

Tradespeople	"C" Foreperson	"B" Foreperson	"A" Foreperson
1 – 10		1	
11 – 15	1	1	
16 – 20	2	1	
21 – 25	1	1	1
26 – 30	1	2	1
31 – 40	2	2	1

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

25.05 Material Handler

One (1) Material Handler shall be permitted by each Employer. The Material Handler shall be paid 40% of the Journeyperson wage rate, plus ten percent (10%) holiday pay. The Employer will not be required to remit trust fund payments on their behalf for the first one thousand two hundred (1,200) hours. Upon completion of one thousand two hundred (1,200) hours of credited service, the Employer will commence remitting Health and Welfare contributions for each hour earned. The Material Handler shall complete the *SiteReadyBC* offered by the Union prior to commencement of employment. The Employer shall be permitted two (2) Material Handlers when employing more than twenty (20) employees.

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

ARTICLE 26.00 – HOLIDAY 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.

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.

ARTICLE 27.00 – HEALTH AND WELFARE PLAN

27.01 Contributions shall be made by the Employer for each hour earned by each employee to the Health & Welfare Plan 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.

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 28.00 – PENSION PLAN

28.01 Contributions shall be made by the Employer for each hour earned by each employee to the Pension Plan 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.

The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be paid to the employee as wages which shall not attract vacation or holiday pay.

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 29.00 – MECHANICAL TRADE PROMOTION FUND

29.01 Contributions shall be made by the Employer for each hour earned by each employee to the Mechanical Trade Promotion Fund in accordance with Article 25.01 Wage Scale and Table of Fund Contributions. This 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.

29.02 Operation of this fund shall be governed by the Mechanical Trade Promotion Fund Trust Agreement which is part of this Agreement. There shall be five (5) trustees from the Union and five (5) trustees from management with a management trustee being Chairperson.

ARTICLE 30.00 – SUPPLEMENTAL DUES CHECKOFF

30.01 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 the Union 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 the Union, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each employee shall submit a written authorization to their Employer as a condition of employment, which shall be supplied by the Union.

Collection of the Dues Supplement shall come under the same provisions that govern Article 25.00 - Wages.

**ARTICLE 31.00 – VANCOUVER ISLAND PIPING INDUSTRY JOINT TRAINING COMMITTEE FUND
(APPRENTICESHIP FUND)**

31.01 Contributions shall be made by the Employer for each hour earned by each employee to the Apprenticeship Training Fund and the Canadian Training Fund in accordance with Article 25.01 Wage Scale and Table of Fund Contributions.

ARTICLE 32.00 – CONSTRUCTION INDUSTRY FUNDS

32.01 BC Rehabilitation Fund

Contributions shall be made by the Employer for each hour earned by each employee to the BC Rehabilitation Fund in accordance with Article 25.01 Wage Scale and Table of Fund Contributions.

BC Jurisdictional Assignment Plan

Contributions shall be made by the Employer for each hour earned by each employee to the BC Jurisdictional Assignment Plan in accordance with Article 25.01 Wage Scale and Table of Fund Contributions.

BCBCBTU Funding

Contributions shall be made by the Employer for each hour worked by each employee to the BCBCBTU in accordance with. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

Contract Administration Fund (CLR Dues)

Contributions shall be made by the Employer for each hour worked by each employee to the CLR Contract Administration Fund in accordance with Article 25.01 Wage Scale and Table of Fund Contributions. CLR may alter this amount with sixty (60) days written notice.

ARTICLE 33.00 – REPRESENTATIVE TO INSPECT PAYROLLS

33.01 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 34.00 – SAVING CLAUSE

34.01 It is assumed by the Parties hereto that each provision of this Agreement is in conformity will 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 35.00 – SAFETY CLAUSE

35.01 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 the *Workers Compensation Board of British Columbia (dba WorkSafeBC)* Regulations may be considered cause for dismissal.

35.02 All safety equipment and clothing that is provided by the Employer under this Agreement will be correct fitting for every individual body type, size and gender when available.

35.03 A telephone(s) shall be made available to all employees at all times for incoming and outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee except for the Job Steward (while doing business as Job Steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency. Violations of the foregoing shall be dealt with through the disciplinary process as described in 8.03.

ARTICLE 36.00 – LEAVES OF ABSENCE

36.01 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 days. Immediate family shall mean spouse, common-law spouse, children, parent, stepparent sister, brother, mother-in-law, father-in-law, grandparent, grandchildren.

36.02 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Forces” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

36.03 Employees are entitled to illness or injury leave in accordance with the terms of the *Employment Standards Act* in effect on January 1, 2023.

ARTICLE 37.00 – ENABLING CLAUSE

37.01 The 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.

No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

ARTICLE 38.00 – DRUG AND ALCOHOL TESTING

38.01 The Parties agree to be bound by the decisions of the BC D&A Drug & Alcohol Program Society with respect to the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy ("D&A Policy").

38.02 Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

ARTICLE 39.00 – FAVOURED NATIONS

40.01 Should the Union extend to any other Employer within the geographical area covered by this 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 40.00 – COMPANY VEHICLES

41.01 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.

ARTICLE 41.00 – ELECTRONIC DEVICES

42.01 No employee shall be permitted to use a personal phone or mobile electronic device 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.

ARTICLE 44.00 – TERM OF AGREEMENT

- 43.01 This Agreement shall be effective as from May 1, 2023 and shall remain in effect until April 30, 2026; and thereafter from year to year until a new agreement is concluded by the Parties.
- 43.03 Either Party wishing to amend the Agreement will notify the other Party by giving written notice in accordance the *Labour Relations Code*.
- 43.04 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.
- 43.05 The operation of Section 50 (2) and (3) of the *Labour Relations Code* is hereby excluded.
- 43.06 All matters not covered by a specific date of application within the Agreement will become effective on the actual date which this Agreement is signed by the Parties.

SIGNED THIS 14 DAY OF MAY, 2024

SIGNED THIS ____ DAY OF MAY, 2024



SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

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



LETTER OF UNDERSTANDING

BETWEEN:

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.
(hereinafter referred to as "The 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
(hereinafter referred to as "The Union")**

RE: ADMINISTRATION FUND

It is understood and agreed that U.A. Local 324 will collect and forward all monies designed for the Contract Administration Fund and received in accordance with the standard remittance form, to the Construction Labour Relations Association of B.C. Payment to the Association shall be made by the Administrator by the first day of the month following the month in which it was received.

The U.A. Local 324 will provide a monthly statement to the Association along with the payment and shall provide the Association with an annual letter from the Construction Industry Fund auditors 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.

APPENDIX A – SHIFT SCHEDULES

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. Where the words "Meal break" appear, employee to provide own meal. Where the word "Meal" appears, meal is to be provided by the Employer.

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	Straight Time
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	Straight Time
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	Straight Time
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 12:30 pm	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 @ 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 @ 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

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 @ 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 @ 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 hours @ 2 time plus 0.5 hour shift differential = 15.50 hours.

End of Appendix A

APPENDIX B – UA STANDARD FOR EXCELLENCE

**UA STANDARD for EXCELLENCE****Overview:**

The **UA Standard for Excellence** policy is a Labour- 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, every day 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 crafts workers 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 crafts workers 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 Labour 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.

End of Appendix B

APPENDIX C – RIG WELDER POLICY

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

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 \$110.00 per hour (Carbon Steel and Stainless Steel). The Rig Welder shall supply all tools, welding rods, oxy-acetylene, grinders and consumables. The Rig Welder shall invoice the Employers at cost for the costs 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 applicable safety regulations. All Local 324 Signatory Contractors utilizing any Independent Rig Welder will advise the union office immediately upon their 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 Agreement for all Fund Contributions.

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

Rig Welders are to have their own liability insurance and *Workers Compensation Board of British Columbia (dba WorkSafeBC)* coverage that is adequate for the projects on which they will be working.

APPENDIX D – WAGE RATES AND FUND CONTRIBUTIONS

Breakdown of Monetary Package		01-May-23					
		Straight Time Hourly Wage Rate ¹	Vacation & Holiday Pay (12%) ⁴	Tool & Clothing Allowance	Pension	Total Employer Contributions *	Total Monetary Package
"A" Foreperson	120%	\$51.52	\$6.18	\$0.30	\$5.60	\$4.55	\$68.15
"B" Foreperson	115%	\$49.37	\$5.92	\$0.30	\$5.60	\$4.55	\$65.74
"C" Foreperson	110%	\$47.22	\$5.67	\$0.30	\$0.00	\$4.55	\$57.74
Journeyman	100%	\$42.93	\$5.15	\$0.30	\$5.60	\$4.55	\$58.53
Apprentices:							
7600 Hours	100%	\$42.93	\$5.15	\$0.30	\$5.60	\$4.55	\$58.53
6650 Hours	90%	\$38.64	\$4.64	\$0.30	\$5.04	\$4.55	\$53.17
5700 Hours ²	80%	\$34.34	\$4.12	\$0.30	\$4.48	\$4.55	\$47.79
4750 Hours	75%	\$32.20	\$3.86	\$0.30	\$4.20	\$4.55	\$45.11
3800 Hours	70%	\$30.05	\$3.61	\$0.30	\$3.92	\$4.55	\$42.43
2850 Hours	65%	\$27.90	\$3.35	\$0.30	\$3.64	\$4.55	\$39.74
1900 Hours	60%	\$25.76	\$3.09	\$0.30	\$3.36	\$4.55	\$37.06
951 Hours	55%	\$23.61	\$2.83	\$0.30	\$3.08	\$4.55	\$34.37
0 – 950 Hours	50%	\$21.47	\$2.58	\$0.30	\$2.80	\$4.55	\$31.70
Negative 950 to 0 hours	45%	\$19.32	\$2.32	\$0.30	\$2.52	\$4.55	\$29.01
Employer Contributions		May 1, 2023					
Union Benefit Plan	E	\$3.00					
CLR Dues	W	\$0.13					
Rehabilitation Fund	W	\$0.08					
JA Plan	W	\$0.01					
BCBCBTU Fund	W	\$0.05					
D&A Society	W	\$0.01					
Apprenticeship (Including Canadian Training)	E	\$0.60					
MTPF	E	\$0.18					
IMIRA (GST included)	E	\$0.05					
Marketing	E	\$0.41					
CLR/UA 324 Promotion Fund	W	\$0.03					
* Total Employer Contributions – Straight Time Hours		\$4.55					
Total Employer Contributions – 1.5X Overtime Hours		\$6.67					
Total Employer Contributions – 2X Overtime Hours		\$8.79					

1. All Employer Contributions marked "E" calculated based on Hours Earned, Employer Contributions marked "W" calculated based on Hours Worked.
2. Apprentices who obtained 5700 hours by June 15, 2021 shall remain at 85%
3. Although not listed in the schedule, Material Handler rate is 40%
4. Vacation and Holiday Pay is not applicable to the Tool & Clothing Allowance.

Employee Deductions	May 1, 2023		
	Hourly Dues (1.25% of ST Hourly rate)	STAB	Building Trust Fund
	E	W	E
"A" Foreperson	\$0.64	\$1.00	\$0.52
"B" Foreperson	\$0.62	\$1.00	\$0.49
"C" Foreperson	\$0.55	\$1.00	\$0.44
Journeyman	\$0.54	\$1.00	\$0.43
Apprentices:			
7600 Hours	\$0.54	\$1.00	\$0.43
6650 Hours	\$0.48	\$0.90	\$0.39
5700 Hours ¹	\$0.43	\$0.80	\$0.34
4750 Hours	\$0.40	\$0.75	\$0.32
3800 Hours	\$0.38	\$0.70	\$0.30
2850 Hours	\$0.35	\$0.65	\$0.28
1900 Hours	\$0.32	\$0.60	\$0.26
951 Hours	\$0.30	\$0.55	\$0.24
0 – 950 Hours	\$0.27	\$0.50	\$0.21
Negative 950 to 0 hours	\$0.24	\$0.45	\$0.19

Employee Deductions	May 1, 2023			Employee Deductions	May 1, 2023		
	Hourly Dues (1.25% of ST Hourly rate)	STAB	Building Trust Fund		Hourly Dues (1.25% of ST Hourly Rate)	STAB	Building Trust fund
	E	W	E		E	W	E
"A" Foreperson	\$0.64	\$1.00	\$0.52	"A" Foreperson	\$0.64	\$1.00	\$0.52
"B" Foreperson	\$0.62	\$1.00	\$0.49	"B" Foreperson	\$0.62	\$1.00	\$0.49
"C" Foreperson	\$0.59	\$1.00	\$0.47	"C" Foreperson	\$0.59	\$1.00	\$0.47
Journeyman	\$0.54	\$1.00	\$0.43	Journeyman	\$0.54	\$1.00	\$0.43
Apprentices:				Apprentices:			
7600 Hours	\$0.54	\$1.00	\$0.43	7600 Hours	\$0.54	\$1.00	\$0.43
6650 Hours	\$0.48	\$0.90	\$0.39	6650 Hours	\$0.48	\$0.90	\$0.39
5700 Hours ¹	\$0.43	\$0.80	\$0.34	5700 Hours ¹	\$0.43	\$0.80	\$0.34
4750 Hours	\$0.40	\$0.75	\$0.32	4750 Hours	\$0.40	\$0.75	\$0.32
3800 Hours	\$0.38	\$0.70	\$0.30	3800 Hours	\$0.38	\$0.70	\$0.30
2850 Hours	\$0.35	\$0.65	\$0.28	2850 Hours	\$0.35	\$0.65	\$0.28
1900 Hours	\$0.32	\$0.60	\$0.26	1900 Hours	\$0.32	\$0.60	\$0.26
951 Hours	\$0.30	\$0.55	\$0.24	951 Hours	\$0.30	\$0.55	\$0.24
0 – 950 Hours	\$0.27	\$0.50	\$0.21	0 – 950 Hours	\$0.27	\$0.50	\$0.21
Negative 950 to 0 hours	\$0.24	\$0.45	\$0.19	Negative 950 to 0 hours	\$0.24	\$0.45	\$0.19

- Apprentices who obtained 5700 hours by June 15, 2021 shall remain at 85%
- Employee Deductions marked "E" paid/deducted based on hours Earned; those marked "W" based on hours worked.

End of Appendix D

LIST OF SIGNATORY EMPLOYERS

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.

The following employers have authorized CLR to bargain a renewal of the UA Local 324 Commercial/Institutional Agreement with Local Union no. 324 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and to sign such Agreement on their behalf.

- | | |
|---|---|
| 1. Aligned Industrial Services Ltd. | 8. Honeywell Limited |
| 2. Alliance Engineering Works (1985) Ltd. | 9. Island Temperature Controls Ltd. |
| 3. Alpha Mechanical Contracting Ltd. | 10. Liburdi Automation Inc. |
| 4. BFI Constructors Ltd. | 11. Lockerbie & Hole Contracting Ltd. |
| 5. CIMS Limited Partnership | 12. Modern Niagara Vancouver Inc. |
| 6. Co-Gen Mechanical Services Ltd. | 13. Trotter and Morton Building Technologies Inc. |
| 7. Fred Welsh Ltd. | |

The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016, as interpreted by the Arbitration Decision B.C.C.A.A. No. 164, shall govern the addition of an authorized Employer (s) to the above List of signatory Employers.