UNITED ASSOCIATION OF PLUMBERS AND PIPEFITTERS, LOCAL 170

SERVICE AND MAINTENANCE AGREEMENT

By and Between:

Construction Labour Relations Association of British Columbia

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

(Hereinafter referred to as the "Employer)

And:

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 170

(Hereinafter referred to as the "Union")

May 1, 2024 to April 30, 2027

DRUG & ALCOHOL AND ABUSE STATEMENT OF POLICY

Where a pattern of chemical dependence is suspected or apparent and documented;

And where the problem is affecting the Member's ability to do their assigned job;

And where it may affect the safety of that or other tradespersons on that job;

The Union office will address the situation with that Member. The discussion will be CONFIDENTIAL, NON-THREATENING AND SUPPORTIVE.

The Member in question will, at the initial discussion, be made aware of the Union's concern and a suggestion made that they seek help for the problem through a Rehabilitation Plan or any other resources at their disposal. The Member then can make their choice. At this point, a time frame to effect a change in the pattern will be contracted with the Member.

Given a fair time allowance with no significant change in behaviour, or a worsening of the situation, the Mandatory Referral process will take place. The Member will be re-confronted and informed that unless treatment is sought, dispatch privileges (may) will be revoked until there is evidence that the addiction had been dealt with in a recognized treatment process or facility.

Further information can be obtained from the office of the Construction Industry Rehabilitation Plan, telephone 604-521-8611 Toll Free: 1-888-521-8611.

UA STANDARD for EXCELLENCE and UA STANDARD for SAFETY

These documents may be accessed by following the links below.



UA Canadian Standard for Excellence



UA Standard for Safety

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

SECTION 1 - ARTICLES OF AGREEMENT

- Articles of Agreement made and entered into between CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA as the Employer and UA LOCAL 170 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA as the Union; with a view of promoting the business of heating, sanitation, gas fitting, oil burning, and all pipefitting installations for the conveying of liquids and air; to organize those persons who are qualified therein in order to allow these trades to insure a standard of efficiency for the protection of the public and for those persons engaged in such businesses by establishing and maintaining of fair conditions and settling of differences which may arise between those who are Parties to this Agreement and to maintain industry peace. The Parties to this Agreement also intend to use training programs and new means and methods of production to increase annual available working hours, increase industry productivity and better the standard of living for all persons engaged in this industry.
- 1.2 The purpose of this Agreement is to assist the Employer and their employees to maintain and increase the volume of work in the maintenance and service field of the work covered by this Agreement.
- 1.3 Service contractors shall openly solicit and promote service work.
- 1.4 The Parties agree to abide by the UA Standard for Excellence and UA Standard for Safety. These documents may be accessed by scanning the QR codes at the front of the Agreement.

SECTION 2 – DEFINITION OF SERVICE WORK

2.1 Service Work shall consist of contract, standby, or emergency work for repairs, minor alterations and minor renovations to plumbing, heating, oil burner, and combustion equipment, hydronic systems and sprinkler systems and other work as determined by the JA Plan.

Maintenance Work shall be defined as: the maintaining, cleaning, adjusting, repairing, and balancing of the same systems defined in the Service definition above. Maintenance work shall not be construed to mean changes in the design of an existing plant which would cause to improve or increase the design output or production of a plant or project.

SECTION 3 – BARGAINING AUTHORITY

3.1 The Parties agree that this Agreement is binding upon the Employer on behalf of its members who have authorized the Association to conclude a Collective Agreement on their behalf with the Union and each and every one of its members. For the purposes of this Agreement, the Employer is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of its members. The Union agrees that the Employer shall solely represent each and every one of its members in respect of any dispute, grievance, question, negotiation, matter, or anything pertaining to or arising out of this Agreement and that no direct bargaining, negotiation, or discussion shall take place between individual Employers and the Union, except at the direction of the Employer and except as is provided in this Agreement.

SECTION 4 – JOINT CONFERENCE BOARD AND ITS FUNCTIONS

- 4.1 A Joint Conference Board will be formed of three (3) members of and nominated by the Mechanical Industrial Relations Association of British Columbia and three (3) members of the Union working under this agreement, who shall meet as required by either party, at which meeting two (2) members of each party will constitute a quorum; such Board shall have the power on behalf of the respective Parties hereto to adjust trade disputes, grievances, or establish regulations governing the conduct of their members.
- 4.2 When, in the opinion of the Parties to this Agreement, certain work might be secured that will not permit the recognition of conditions as outlined in this agreement and it is found expedient that with some modification of these conditions this work could be secured with the approval of the Joint Conference Board or the consent of the Local Union Conference Board, they shall make such arrangements to govern such work and notify all Parties to this Agreement, and it shall not be considered a violation of this Agreement.

SECTION 5 – PROCEDURE TO BECOME SIGNERS

- 5.1 The Union agrees that it will make every endeavour to have its members work only for Employers who are members of the Employer; whenever a vacancy occurs in any Shop, the Union must be given the first opportunity to fill same.
- 5.2 The Union shall be allowed to organize through the due process of the Law those legitimate contractors engaged in mechanical contracting who can provide proof of financial capability.
- 5.3 Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

SECTION 6 – TIME OFF FOR UNION BUSINESS

6.1 Employees serving on the Joint Conference Board and various Union Committees or as Trustees of the various funds covered by the terms of this Agreement shall be allowed time off to attend to Union Business after making arrangements with the Employer.

SECTION 7 – MONTHLY MEETINGS

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

SECTION 8 – WORK SHARING

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

SECTION 9 – WORKING PARTNERS AND SHAREHOLDERS

- 9.1 Any person operating a business as a sole proprietorship under the jurisdiction of the Union retains the right to work with the tools.
- 9.2 Where two (2) or more persons are operating a business as a legal partnership under the "Partnership Act" of the Province of British Columbia, a maximum of three (3) such persons have the right to work with the tools, and only those three (3) will be recognized by the Union as working partners. Such working partners must be designated by the persons conducting the shop as a partnership at the time this Agreement is entered into, and the declaration of partnership filed under the "Partnership Act" must be produced by such persons to the Joint Conference Board, if requested.
- 9.3 Where a limited liability company is operating a business under the jurisdiction of the Union, only three (3) active major shareholders of such limited liability company have the right to work with tools, and no other shareholder of the company shall have the right to work with the tools unless otherwise agreed to by the Union. Within the terms of this paragraph, "Major" means ten percent (10%) of equity worth in the company.
- 9.4 Provided, however, that such businesses having a working shareholder shall employ members of the Union and work under the same conditions as applied to members, such members so employed shall not be subject to dismissal for lack of work and the Employer or Shareholder complete such installation.
- 9.5 No member of the Union will be permitted to contract, or sub-contract, or "lump" the installation of any plumbing, heating, sprinkler, or pipe work, or any other work under the jurisdiction of the Union, or to work for any business where sub-contracting is done as above.
- 9.6 The Working Partner shall work under the terms of the Collective Agreement and must have a valid Tradesperson's Qualification ticket, and all Trust Funds shall be paid on their behalf, and they shall be entitled to membership in the Union. They shall obtain from the Union a plasticized identification card, and they shall carry on their person such card during working hours.

SECTION 10 – DISPUTES AND GRIEVANCES

- 10.1 In case of any dispute or grievance arising that cannot be settled informally by the member representative of the Union and Employer, it will be referred to representatives of the Parties. If the dispute or grievance remains unsettled, it will then be referred to the Joint Conference Board and such Board shall meet within twenty-four (24) hours, if necessary. In any case, any grievance that is not submitted, in writing, to the other party within one (1) week of the time the cause of such grievance should have been known shall be deemed to have been abandoned. Any variation from this Section would only take place in very exceptional circumstances such as lack of communications facilities, etc.
- 10.2 If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Joint Conference Board upon its having been considered by the Joint Conference Board, then either of the Parties to the dispute or grievance will be at liberty to refer the dispute or grievance to an Arbitration Board in the manner hereinafter provided for.
- 10.3 A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the Parties and their members.

SECTION 11 - ARBITRATION PROCEDURE

- 11.1 The Joint Conference Board, on a majority vote, shall determine the validity of a dispute or grievance. If the grievance or dispute is declared valid and either party refuses to appoint a member to the Arbitration Board, the party requesting Arbitration shall be authorized by the Joint Conference Board, by letter, to apply to the Minister of Labour for the appointment of a member to the Arbitration Board on behalf of the other party.
- 11.2 If a majority vote of the Joint Conference Board rules that the dispute or grievance is not valid, no further action shall be instituted by the party concerned regarding that specific dispute or grievance.
- 11.3 If the Joint Conference Board deadlock on the validity of a dispute or grievance, then such dispute or grievance may be processed in accordance with the procedure outlined herein (Section 11.4 to 11.9 inclusive).
- 11.4 Either party desiring arbitration shall appoint a member for the Board and shall notify the other party, in writing, of its appointment and particulars of the matters in dispute. Nothing contained in this Section shall preclude the right of any Signer to this Agreement to proceed to arbitration.
- 11.5 The party receiving the notice, shall within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- 11.6 The two (2) Arbitrators as appointed shall confer to select a third person to be Chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member. It is understood that the Parties may mutually agree to a single arbitrator.
- 11.7 The Arbitration Board or Arbitrator shall sit, hear the Parties, settle the term of the question or questions to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairperson, provided that the time may be extended by agreement of the Parties.
- 11.8 The Arbitration Board or Arbitrator shall deliver its award, in writing, to each of the Parties, and the award shall be final and binding upon the Parties and they shall carry it out forthwith.
- Each party shall pay its own cost and expense of arbitration. The remuneration and disbursement of its appointee to the Board or the total cost and compensation and other expense for any person appointed by the Minister of Labour (in compliance with Section 11.1) shall be paid by the party the said appointee is representing. One-half (½) the costs of the Arbitration Board or Arbitrator shall be paid by each party.

SECTION 12 – PIPING INDUSTRY TRUST FUNDS

12.1 It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Trust Funds as outlined in this Section, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collections of Trust Fund monies.

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

12.2 Piping Industry Apprenticeship Fund

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

12.3 Piping Industry Apprenticeship Board

The Piping Industry Apprenticeship Board will manage and control the monies of the Piping Industry Apprenticeship Fund and the training (apprenticeship or upgrading) which is undertaken by the parties through the PIAB. An Operations Committee, made up of three representatives from management and three representatives from the Union will oversee the day to day operations of the Board. The PIAB will be governed by the *Societies Act* with a joint and equal board of ten directors (six of which shall form the Operations Committee) with the Union in the chair with a deciding vote, if needed, on issues other than policy, personnel, or budget approval. Union directors shall be appointed by the Union and management directors shall be appointed by MIRA.

12.4 Canadian Training Fund

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

12.5 Industry Enhancement Fund

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

12.6 Union Health & Welfare Plan

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

12.6.1 Health & Welfare Plan Trustees

Trustees of the Union Health & Welfare Plan shall be seven (7) in number, comprising four (4) Union nominees and three (3) Mechanical Industrial Relations Association nominees, and the Chairperson shall be a UA Local 170 nominee. A quorum shall consist of five (5) members, of which three (3) shall be from the Union. The Chairperson presiding at such meetings shall have the second or casting vote in the event of a tie. The complete policies, management, and control of this Plan will be controlled by this Board of Trustees. Prior to major changes in policy by the Welfare Plan Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund will be used for the purpose of, and in accordance with, the Trust Agreement dated April 1, 1964 between the Mechanical Industrial Relations Association and UA Local 170.

12.7 Union Pension Plan

Each Employer shall contribute to the UA Local 170 Pension Plan as per the amounts set out in Appendix "A". Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with this Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

12.7.1 Pension Plan Trustees

Trustees of the Pension Plan shall be seven (7) in number, comprising four (4) Union nominees and three (3) Mechanical Industrial Relations Association nominees and the Chairperson shall be a UA Local 170 nominee. A quorum shall consist of five (5) members of which three (3) shall be from the Union. The Chairperson presiding at such meetings shall have the second or casting vote in the event of a tie. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. Prior to major changes in policy by the Pension Plan Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund will be used for the purpose of, and in accordance with, the Trust Agreement dated April 1, 1964 between Mechanical Industrial Relations Association and UA Local 170.

12.7.2 Pension Bill C-30

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.

12.8 Journeyperson Training and General Industry Promotion Fund (JTIP)

The Employer shall contribute the required amounts as set out in Appendix A to the JTIP (GST to be added). This fund to take care of the already established requirements regarding applicable tickets, welding tests, and collective agreement stipulated accessories, supervisor training related programs, and joint industry initiatives and such other items to which the Parties subsequently agree. For the purpose of determining tickets and tests, this is defined as covering costs of Welding Tests, Gasfitters, Plumbers, Steamfitters/Pipefitters, Oil Burner Mechanics, and Sprinklerfitters annual ticket renewals required for the performance of their work, other than the original B.C. Provincial Certification (first pressure ticket or Certificate of Competency), and for such other functions as established by the Trustees of this Fund. Operation of this Fund shall be governed by the Trustees of the Journeyperson Training and General Industry Promotion Fund; such Trustees to be selected in accordance with this Agreement.

12.8.1 Journeyperson Training and General Industry Promotion Fund Trustees

The JTIP fund trust agreement will recognize joint and equal trusteeship with the UA Local 170 in the chair and a deciding vote on the issues, unless otherwise agreed to herein. Trustees of the Journeyperson Training and General Industry Promotion Fund shall be six (6) in number, comprising three (3) Union nominees and three (3) Mechanical Industrial Relations Association nominees. The Chairperson shall be a Union nominee. A quorum shall consist of four (4) members. The Chairperson presiding at such meetings shall have a second or casting vote in the event of a tie. The complete policies, management, and control of this Fund will be controlled by this Board of Trustees. Prior to major changes in policy by the Journeyperson Training and General Industry Promotion Fund Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund shall be used for the purpose of and in accordance with the Trust Agreement between the Mechanical Industrial Relations Association and UA Local 170.

The Parties agree that the contract costs of an industry research person will be borne equally by the JTIP fund and the MIRA fund, for the term of this Agreement if one is required.

12.9 Mechanical Industrial Relations (MIRA) Fund

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

12.10 Contract Administration Fund

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

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payments to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers.

12.11 Construction Industry Benefit Funds:

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

The breakdown of the CIBF Contribution is as follows:

- 1. Local 170 Affiliation Fund/Benefit Fund
 - a) The Affiliation Fund
 - b) The Local 170 Defence Fund
 - c) The Jury Duty Fund
- 2. BC Jurisdictional Work Assignment Plan
- 3. Rehabilitation Fund
- 4. BC D&A Drug & Alcohol Program Society

Total CIBF Contribution - See Appendix A

12.12 BC Jurisdictional Work Assignment Plan

The Employer shall contribute the required amounts as set out in Appendix "A" to the BC Jurisdictional Assignment Plan. Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan, the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.

12.13 Rehabilitation Fund

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

12.14 BC D&A Drug and Alcohol Program Society ("D&A Society")

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

12.15 Fund Operations

Operation of these funds shall be governed by the Trustees so appointed by their respective bodies.

These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following the month for which the deductions were made. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

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

The Employer shall contribute the required amounts as set out in Appendix "A" to the J.T.I.P. in accordance with the Trust Document.

Parties to this Agreement jointly recognize a need to provide a measure of protection to employees whose earnings or other contractual obligations may be left unsatisfied by reason of default on the part of their Employers. For the purpose of meeting such need, the parties hereto agreed to the provisions of the Piping Industry of British Columbia Indemnity Fund which shall be available for the satisfaction of legitimate claims as expeditiously as possible presented by employees employed under the terms and conditions of this Agreement.

12.17 Supplementary Unemployment Benefit (SUB) Fund

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

12.18 Supplementary Unemployment Benefit (SUB) "A" Gas Fund

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

12.19 Employee Payroll Deductions

12.19.1 Working Dues Check-off

The Employer shall deduct for a Working Dues Check-off an amount of two and one-half percent (2.5%) of hourly gross wages or any additional amount under Resolution passed by the General Membership of the Union, not to include fringe benefits (i.e. Holiday Pay, Health and Welfare, Pension) earned by all employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of the Union, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each employee shall submit a written Authorization to their Employer as a condition of employment which shall be supplied by the Union.

Collection of the Working Dues Check-off shall come under the same provisions that govern "The Piping Industry Trust Funds", Section 12.16.

12.19.2 Canadian Political Action Fund

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

12.19.3 Canadian Building Trades Fund

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

12.19.4 Coalition of BC Building Trades

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

12.19.5 Helmets to Hardhats

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

12.19.6 Rehabilitation Fund

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

12.19.7 Group RRSP

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

12.20 Payment of Trust Fund Contributions and Working Dues Check-off

Contributions to the foregoing Funds and Working Dues Check-off shall be due and payable in the Union office and shall be made in regular monthly remittances, cheques payable at par to the Trust Company or Trust Account designated by the Trustees of the Funds and, in case of Dues Check-off, the Financial Secretary of the Union. All such cheques shall be mailed in accordance with such procedure as are prescribed by the Trustees.

All contributions to the Funds shall be due and payable on or before the 15th day of the calendar month following the month in which the obligation arose to pay the contributions. The monthly contributions shall arise as agreed upon in any existing or future collective agreements and shall include all obligations which have arisen for work performed by an employee up to and including the last day of the preceding calendar month.

Each monthly contribution shall be accompanied by a report form as prescribed by the Trustees of the Funds, and should the Employer have no employees during the month for which contributions would be owing and payable, they shall submit a "NIL" report indicating that they have no employees working under the terms of this Agreement.

12.21 Delinquent Payments and Inspection

The duly appointed representative of the Joint Conference Board (payroll verifier) shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable, in addition to the contributions, for the cost of such inspection and audit.

It is agreed that timely contributions to the Trust Funds provided for in this Agreement are essential for the protection of the beneficiaries. It is also agreed that delinquency and continued failure to remit these contributions to the Trust Funds is a breach of the Agreement under which the Employer is bound and it shall not be a violation of this Agreement for the Union to remove employees covered by the terms of this Agreement from the jobs of a delinquent Employer.

The payroll verifier function will be administered by the Union. The Parties agree that policy issues regarding the payroll verifier will be determined on a joint and equal basis.

Delinquency or failure to pay and/or remit contributions to the Trust Fund shall be dealt with as follows:

- 12.21.1 The Union shall advise the Employer within seventy-two (72) hours, in writing, of any delinquency.
- 12.21.2 If the Employer fails to respond within seventy-two (72) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

SECTION 13 – MANAGEMENT RIGHTS

13.1 It is recognized that the Employer has the right and responsibility to direct and manage their business and shall do so in accordance with the provisions of this Agreement.

SECTION 14 – NON-UNION WORKERS AND MATERIALS

14.1 The Union reserves the right to render assistance to other labour organizations. Refusal of Union members to work with non-Local 170 workers performing work within UA Local 170's trade and territorial jurisdiction, shall not be deemed a breach of this Agreement, if this work is under the Employer's control. In all such cases of refusal the Joint Conference Board will be given prior notice and a meeting held if requested.

SECTION 15 – ACCESS TO JOBS BY UNION

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

SECTION 16 – EMPLOYEE LIST

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

SECTION 17 – COMPLIANCE WITH HEALTH & SAFETY REGULATIONS

- 17.1 It is understood and agreed that the Employers and the Union shall at all times comply with the Occupational Health and Safety (OHS) Regulations made pursuant to WorkSafeBC, and any refusal on the part of the worker to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.
- 17.2 The Employer shall notify the Union and shall endeavour to notify the employee's family in the event of a fatality.
- 17.3 Cell Phone Use No employee shall be permitted to use a personal cell phone or smart phone during working hours excluding rest and meal breaks except in case of emergency. Repeated violations of the foregoing to be dealt with through the recognized discipline procedures including just cause for termination.

SECTION 18 – DRUG & ALCOHOL POLICY

18.1 The Parties agree to be bound by the decisions of the D&A Society with respect to the Construction Industry of BC Substance Abuse Testing Program and Policy ("D&A Policy") and to new wording establishing the Policy in the Agreement along with any related agreement by the Main Table regarding the Policy or the establishment of an industry EFAP program.

SECTION 19 – CUSTOMER LABOUR DISPUTES

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

SECTION 20 – SAVINGS CLAUSE

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

SECTION 21 – ENABLING

21.1 The UA Local 170 Conference Board, in conjunction with the Employer's representative or the Employers bidding work in the respective areas, may determine on a job-by-job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement and in writing, amend or delete any terms or conditions of this Agreement for the length of a specific job.

It is understood and agreed that any amendments or deletions to any terms and conditions of this Agreement made pursuant to this Section, will apply only to the specific job identified by the Parties and that when the job that is the subject of special terms agreed to pursuant to this Section is completed, all regular terms of this Agreement will be reinstated.

In the event that a job that is the subject of special terms agreed to pursuant to this section continues in progress beyond the expiration of the term of this Agreement, any special terms which apply to the job will continue to apply beyond the expiration of the term of this Collective Agreement, but only until a new Agreement is agreed to, unless the Union agrees otherwise at the time of bidding.

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

SECTION 22 – STANDBY PROVISIONS

- 22.1 Standby time: When an employee is required by the Employer to standby and be available to perform emergency work outside of the scheduled hours of work, the employee shall be paid the following:
- 22.2 Monday to Friday: one (1) hour at straight time (wages only) or if the Service Mechanic is required to respond to a call, the Mechanic will be paid the actual hours worked on the call, at the prevailing rate and-the standby time for that day
- 22.3 Saturday, Sunday, and Statutory/General Holidays: one and one-half (1½) hours at straight time (wages only) or if the Service Mechanic is required to respond to a call, the Mechanic will be paid the actual hours worked on the call, at the prevailing rate and the standby time for that day
- 22.4 Notwithstanding the Parties recognition of the need to provide emergency service, the Employer shall have complete authority as to whether or not standby provisions will be implemented, it being understood that if the Employer implements, the employees shall be paid as outlined above. The Parties recognize the need to provide emergency service; however, the employee retains the right to refuse standby time within reason.

SECTION 23 – SERVICE WORK HOURS

- The regular work day shall be eight (8) hours. The regular work week shall consist of five (5) consecutive work days -- Monday through Friday or Tuesday through Saturday. If it is advantageous in maintaining or securing service work, shifts may be altered within the hours of 6:00 a.m. and 7:00 p.m. (For example: 10:00 a.m. to 6:30 p.m. with one-half (½) hour for lunch or any other time within the prescribed hours above.) Shift hours will be as in this Agreement. No split shifts will be permitted. In the event that it is necessary for the employee to work beyond the prescribed working hours on an existing job, the first three (3) hours shall be paid at time and one-half (1½); any hours worked beyond the three (3) hours shall be paid at double the regular hourly rate. If an employee is requested to start another service project after the end of the shift they are working on, the employee shall be paid at double the regular hourly rate for this work.
- Service Mechanics working on other than the standard day shift will have the opportunity to change their shift weekly. Where an employee has completed a shift Monday to Friday and is required to work Saturday, the employee shall be paid time and one-half (1½) for the first eight (8) hours and double (2) time thereafter. Sunday and Statutory Holidays shall be at double (2) time rates.
- 23.3 Service Mechanics who are called out after their normal shift shall receive not less than two (2) hours' pay at two (2) times the regular rate of pay, including travel time.
- 23.4 The Union and the Employer recognize the need for scheduling flexibility as outlined in Section 23.1. However, the Employer does recognize that employees also require flexibility in how their start and stop times are scheduled. The Employer will make a good faith effort to work with their employees in this regard.

SECTION 24 – REST BREAKS

On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. On shifts of ten (10) hours, the employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. If a second meal break is provided, the rest breaks will be ten (10) minutes each as per the shift schedules. If a second paid meal break is provided, it will be provided at prevailing rates, and the third rest break shall not be taken.

SECTION 25 – COMPRESSED WORK WEEKS

25.1 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or the Tuesday through Friday period.

- Where this option is worked, all hours worked in excess of eleven (11) hours per day, shall be paid at two (2) times the applicable rate of pay. When a fifth (5th) day is worked, the first eleven (11) hours shall be paid at one and one-half (1½) times the applicable rate of pay. When a sixth (6th) day is worked (Saturday), the first eight (8) hours shall be paid at one and one-half (1½) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay.
- 25.3 If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premiums will apply.
- 25.4 Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the Friday shall be the observed day off. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the Monday is the observed day off. The regular "5th day" in either case can be worked at one-and one-half times (1½X) the regular rate in accordance with Article 25.2. When a statutory holiday falls in the work week, the Union and the Employer shall mutually agree to the work schedule for that week.

SECTION 26 - CALL OUT TIME

- 26.1 An employee who reports for work and for whom no work or less than four (4) hours' work is available, shall receive not less than four (4) hours' pay at the prevailing rates unless they have been notified by the Employer before leaving home not to report. No callout on any day (Saturday and Sunday included) shall be paid at less than four (4) hours at the prevailing rates on any work.
- Any employee who works more than four (4) hours on their regular scheduled shift and is sent home for any reason by the Employer shall be paid for the remainder of this shift at prevailing rates. This Section does not contravene Section 36.6.5.

SECTION 27 – EMPLOYEE CLASSIFICATIONS AND WAGE RATES

27.1 Wage Rates

The total monetary package for the Journeyperson shall be increased by an amount equal to the following percentages of the Journeyperson wage rate. All other classifications will be calculated accordingly.

Increases are calculated using ((Base Rate + Holiday + Service Mechanic Premium + Pension) x % increase)

- a) Effective May 5, 2024: Five percent (5%) (\$3.23).
- b) Effective November 3, 2024: Five percent (5%) (\$3.35).
- c) Effective May 4, 2025: Three percent (3%) (\$2.20).
- d) Effective May 3, 2026: a percentage equal to the 2025 increase in the annual average All Items CPI for BC (Statistics Canada Table 18 10 0005 01) with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).

See Appendix "A" for Hourly Wage rates, Employer contributions and employee deductions applicable to all Classifications.

27.2 General Foreperson

When the Employer determines a General Foreperson is required, they shall designate one (1) or more employee(s) as General Foreperson. In order to be eligible to be appointed as a General Foreperson an employee must meet all the qualifications required to be a Service Mechanic. A General Foreperson shall be paid a minimum of twenty percent (20%) per hour above the Journeyperson rate plus the current Service Mechanic premium in effect at that time.

27.3 Foreperson

When five (5) or more persons are employed on one job, or service shop, one (1) shall be designated as a Foreperson. In order to be eligible to be appointed as a Foreperson an employee must meet all the qualifications required to be a Service Mechanic. A Foreperson shall be paid a minimum of fifteen percent (15%) per hour above the Journeyperson rate plus the current Service Mechanic premium in effect at that time.

27.4 "A" Gasfitter

Service Mechanics working as Class "A" gasfitters shall be paid two dollars and twenty-five cents (\$2.25) per hour over the Service Mechanic wage rate. This premium will not apply to employees working as Class "A" gasfitters who are already receiving the Foreperson's premium.

27.5 Service Mechanic

Service Mechanics shall have a minimum qualification of a current "B" gas ticket, a Cross Connection Control Certification, and a provincial trade qualification or inter-provincial Red Seal certificate. Service Mechanics will be paid one dollar (\$1.00) (effective Nov 3, 2024, one dollar and twenty cents (\$1.20), effective May 4, 2025, one dollar and forty cents (\$1.40), effective May 3, 2026, one dollar and fifty cents (\$1.50)) above the Journeyperson rate. The Parties agree that employees who hold a provincial trade qualification or inter-provincial Red Seal certificate but not both a current "B" level gas ticket and a current Cross Connection Control Certification shall be paid at the Journeyperson rate.

27.6 It is the Service Mechanic's responsibility to maintain the currency of the above referenced qualifications for the Service Mechanic to maintain the additional compensation.

SECTION 28 – STATUTORY AND GENERAL HOLIDAYS

28.1 The Employer may (with prior notice) require Service Mechanic coverage (up to one-half of the crew only) for the four (4) non-government approved statutory holidays included in the collective agreement. It is therefore agreed by the parties that if required, Service Mechanics, will work Heritage Day, Easter Monday, the Friday before BC Day, and the Friday before Labour Day at straight time rates and take the next regularly scheduled work day, or an alternate day as mutually agreed between the employee and the Employer, in lieu of any of the four above referenced days, if worked.

UA Local 170 Service & Maintenance Agreement

The following are recognized Statutory and General Holidays. A letter will be sent annually by CLR 28.2 and UA Local 170 with proper dates.

New Year's Day

Friday preceding Labour Day

Family Day

Labour Day

Good Friday

National Day for Truth and Reconciliation

Easter Monday

Thanksgiving Day

Victoria Dav

Remembrance Day

Canada Day

Christmas Day

Friday preceding British Columbia Day

British Columbia 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 (See Section 23 – Service Work Hours).

- 28.3 Any employee working in the Yukon Territory shall further receive payment at the rate of double (2) time for hours worked on Discovery Day or any new holiday declared by the Government of the Yukon Territory.
- 28.4 Any holiday falling on a Saturday or Sunday shall be observed the following work day(s). No employee shall be required to work on Labour Day except for the preservation of life or property.
- 28.5 The Joint Conference Board holds the right to determine the terms and conditions for Industry Holiday Shutdowns. Whereupon their decisions on these terms are final and binding upon the Parties involved.

28.6 **Employees Birthday**

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

SECTION 29 – SHIFTS

29.1 **Scheduling of Shifts**

- 29.1.1 The Employer may schedule an afternoon and/or night shift if/as required.
- 29.1.2 Three (3) consecutive days shall be necessary to constitute an afternoon or night shift, where these shifts are not maintained for these consecutive working days, all time will be paid at two (2) times the regular scheduled rate of pay.
- 29.1.3 It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- 29.1.4 Meal hours may be adjusted by mutual agreement between the Business Manager or Business Representative and the Employer.
- 29.1.5 When overtime shift schedules are put into effect the employees shall be paid in accordance with the schedules where they apply.
- 29.1.6 If the shift starting times are changed to meet job requirements the same principle is to be applied on computing the hours as if the shift started at the established times as per the shift schedules set out herein.

29.1.7 Shift work and approximate size of crews are to be established before commencement of same.

29.2 Regular Eight (8) Hour Shifts

This schedule shall be applicable from 12:01 am Monday to 12:00 midnight Friday. On Saturdays, the first eight (8) hours shall be paid at one and one half (1½) the regular straight time rate of pay; for additional hours of work on Saturdays, or all work on Sundays, and recognized holidays, two (2) times the regular straight time rate of pay shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the prevailing rates.

1st Shift:		
Commence	@ 8:00 am to 12:00 noon	4.0 hrs
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs
TOTAL = 8 HRS		
2nd Shift:		
Commence	@ 4:30 pm to 8:30 pm	4.0 hrs
Meal	@ 8:30 pm to 9:00 pm	0.0 hrs
Commence	@ 9:00 pm to 12:30 am	3.5 hrs
TOTAL 7.5 HRS + (0.5 SHIFT DIFFERENTIAL= 8 HRS	
3rd Shift:		
Commence	@ 12:30 am to 4:00 am	3.5 hrs
Meal	@ 4:00 am to 4:30 am	0.0 hrs
Commence	@ 4:30 am to 8:00 am	3.5 hrs
TOTAL 7 HRS + 1 I	HR SHIFT DIFFERENTIAL= 8 HRS	

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

29.3.1 Shift Premiums

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

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

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

Straight Time 1.5 Time Double Time

29.3.2 Nine (9) Hour Shifts

On Saturdays, Sundays and recognized holidays, double (2x) the straight time hourly rate of pay shall apply, except for the first eight (8) hours on Saturdays for which one and one half (1.5x) the straight time rate shall apply.

1st Shift – Monday through Friday Commence @ 8:00 am to 12:00 pm 4.0 hrs Meal @ 12:00 pm to 12:30 pm 0.0 hrs Commence @ 12:30 pm to 5:30 pm 4.0 hrs TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS	
Meal @ 12:00 pm to 12:30 pm 0.0 hrs Commence @ 12:30 pm to 5:30 pm 4.0 hrs 1.0 hr	
Commence @ 12:30 pm to 5:30 pm 4.0 hrs 1.0 hr	
- ,	
TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS	
2nd Shift – Monday through Friday	
Commence @ 5:30 pm to 9:30 pm 4.0 hrs	
Meal @ 9:30 pm to 10:00 pm 0.0 hrs	
Commence @ 10:00 pm to 3:00 am 4.0 hrs 1.0 hr	
TOTAL 8 HRS + 1 HR @ 1.5 TIME = 9.5 HRS + 9 HRS @ \$6.00 per hour shift premium	1
Straight Time 1.5 Time Double Time	!
1st Shift – Saturday	
Commence @ 8:00 am to 12:00 pm 4.0 hrs	
Meal @ 12:00 pm to 12:30 pm 0.0 hrs	
Commence @ 12:30 pm to 5:30 pm 4.0 hrs 1.0 hr	
TOTAL 8 HRS @ 1.5 TIME + 1 HR 2 @ 2 TIME = 14 HRS	
2nd Shift — Saturday	
Commence @ 5:30 pm to 9:30 pm 4.0 hrs	
Meal @ 9:30 pm to 10:00 pm 0.0 hrs	
Commence @ 10:00 pm to 3:00 am 4.0 hrs 1.0 hr	
TOTAL 8 HRS @ 1.5 TIME + 1 HR @ 2 TIME = 14 HRS	
IOIAL 8 HRS @ 1.5 IIME + 1 HR @ 2 IIME = 14 HRS	

29.3.3 Ten (10) Hour Shifts

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

	_	Straight Time	1.5 Time	Double Time
1st Shift - M	onday through Friday			
Commence	@ 8:00 am to 12:00 noon	4.0 hrs		
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs		
Commence	@ 4:30 pm to 6:30 pm		2.0 hrs	
TOTAL 8 HRS	+ 2 HRS @ 1.5 TIME = 11 HRS			
2nd Shift – N	Monday through Friday			
Commence	@ 6:30 pm to 10:30 pm	4.0 hrs		
Meal	@ 10:30 pm to 11:00 pm	0.0 hrs		
Commence	@ 11:00 pm to 5:00am	4.0 hr	2.0 hrs	
TOTAL 8 HRS	+ 2 HRS @ 1.5 TIME = 11 HRS	+ 10 HRS @ \$6.	00 per hour	shift premium

	S	traight Time	1.5 Time	Double Time
1st Shift – Sa	turday			_
Commence	@ 8:00 am to 12:00 noon		4.0 hrs	
Meal	@ 12:00 noon to 12:30 pm		0.0 hrs	
Commence	@ 12:30 pm to 4:30 pm		4.0 hrs	
Commence	@ 4:30 pm to 6:30 pm			2.0 hrs
TOTAL 8 HRS	@ 1.5 TIME + 2 HRS @ 2 TIME =	16 HRS		
2nd Shift – S	aturday			
Commence	@ 6:30 pm to 10:30 pm		4.0 hrs	
Meal	@ 10:30 pm to 11:00 pm		0.0 hrs	
Commence	@ 11:00 pm to 3:00 am		1.0 hrs	3.0 hrs
Commence	@ 3:00 am to 5:00 am			2.0 hrs
TOTAL 5 HRS	@ 1.5 TIME + 5 HRS @ 2 TIME =	17.5 HRS		

29.4 Eleven (11) Hour Shifts

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

		Straight Time	1.5 Time	Double Time
1st Shift - Mon	iday through Friday			
Commence	@ 8:00 am to 12:00 noon	4.0 hrs		
Meal	@ 12:00 noon to 12:30 pm	0.0 hrs		
Commence	@ 12:30 pm to 4:30 pm	4.0 hrs		
Meal	@ 4:30 pm to 5:00 pm	0.5 hrs		
Commence	@ 5:00 pm to 8:00 pm		2.0 hrs	1.0 hr
TOTAL 8.5 HRS	+ 2 HRS @ 1.5 TIME + 1 HR @ 2 TI	ME = 13.5 HRS		
2nd Shift - Mo	nday through Friday			
Commence	@ 8:00 pm to 12:00 mid.	4.0 hrs		
Meal	@ 12:00 mid. to 12:30 am	0.0 hrs		
Commence	@ 12:30 am to 4:30 am		2.0 hrs	2.0 hrs
Meal	@ 4:30 am to 5:00 am	0.5 hrs		
Commence	@ 5:00 am to 8:00 am			3.0 hrs
TOTAL 4.5 HRS	+ 2 HRS @ 1.5 TIME + 5 HRS @ 2 T	TIME = 17.5 HRS		

29.5 Meal Hour Adjustments

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

29.6 Occupied Buildings

On work in occupied buildings, afternoon and night shifts will be permitted on a one (1) shift basis. Such afternoon or night shifts must not necessarily conform to regular working hours for afternoon or night shifts, but are to conform to the requirements of the building owner. It is the general intent that straight time only will be paid for shifts scheduled in accordance with the above but in the event the majority of the hours worked falls during the period of 4:30 pm to 8:00 am the next day, the employee will be paid a shift premium of six dollars (\$6.00) per hour for each hour worked on the shift.

When work is performed on a Saturday/Sunday or Recognized Holiday wage rates will be at the applicable overtime premium and the shift premium shall not apply.

29.7 Overtime Lunch Period

When overtime is required before or after the regular hours on the shift, exceeding two (2) hours, employees shall receive one-half (½) hour lunch period at straight time rates. If overtime of over four (4) hours is worked, the Employer shall supply lunch every four (4) hours with no loss of time.

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

SECTION 30 – DAILY TRANSPORTATION

- 30.1 Service Mechanics shall be provided with suitably equipped and identified vehicles which will display an 8-inch UA 170 decal as provided by the Union. Payment for the Service Mechanic's time will commence at the first site their Employer requests they attend (service call, Employer's shop, supplier, etc.). All other travel time in between will be paid at the applicable rate of pay until they attend their last job of the day (service call, Employer's shop, supplier, etc.).
- 30.2 If the Service Mechanic is required to attend a job outside the free zone, they will be paid their straight time hourly rate from the edge of the "free zone", both ways. The "free zone" is defined as: the Greater Vancouver Area with an eastern boundary of 276th Street in Langley south of the Fraser River, 264th Street in Maple Ridge north of the Fraser River, a southern boundary of the Canadian border and a northern border of Lions Bay (see Map "A").
- 30.3 An Employer who declares their place of business to be outside of the boundaries of Map "A" shall be entitled to a free zone area of forty (40) road kilometers from the Main Post Office of the Town, City or municipality where they have declared their place of business. This free zone will operate in the same manner as that described above for the area encompassed by Map "A". An Employer seeking to have a branch office recognized under this paragraph must establish it to be a permanent and legitimate place of business to the satisfaction of the Union.

SECTION 31 – PROVISIONS FOR OUT-OF-TOWN PROJECTS

31.1 When an employee is required to travel to an out-of-town job, they shall be paid their straight time hourly rate for their travel time from their home to the accommodations or site, and return.

All travel related expenses will be paid by the Employer.

- 31.2 Alternatively, the Employer may require the employee to fly to the out-of-town job in which case the Employer shall book the flight from the airport closest to the employee's residence. In this circumstance the employee will be paid their straight time hourly rate commencing one hour prior to the scheduled departure time of the flight and ending on arrival at the accommodations or site, and return. No employee will be required to fly standby.
- 31.3 No employee will be required to pay travel related expenses on their personal credit card.
- 31.4 If the jobsite is over forty (40) kilometres from the accommodations, the employer shall pay the prevailing hourly rate from the forty (40) kilometre mark to the jobsite and back.
- 31.5 Where an employee is required to travel in excess of eight (8) hours to a jobsite, their travel shall be split into two days. The Employer shall provide the member with accommodations and a meal allowance for one night. This shall be provided for both initial and terminal travel.
- 31.6 The employer will provide accommodations plus a meal allowance of ninety dollars (\$90.00) per day when it is necessary for an employee to stay out of town on a project.
- 31.7 Meals, accommodation, and airfare shall be of a first-class nature.

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

32.1 Flush Toilets

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

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

32.2 Telephones

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

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

SECTION 33 – APPRENTICESHIP AND TRAINING

- 33.1 Piping industry Apprenticeship Board see Section 12.3
- All Apprentices shall be employed in accordance with the provisions of the *Industry Training Authority Act (ITA ACT)* and the Parties agree to observe all the provisions of the said Act.
- 33.3 In addition to the provisions of the *ITA Act*, all Apprentices sponsored by The Piping Industry Apprenticeship Board that are also members of UA Local 170 will sign, as a condition of their sponsorship, an apprenticeship agreement with the PIAB stating the conditions of PIAB sponsorship. All aspects of Apprenticeship including hours credit, rate of pay, dispatching, discipline, and sign off will be the responsibility of the PIAB Executive Director.
- 33.4 All Apprentices, and Pre-Apprentices, shall be registered with the Piping Industry Apprenticeship Board (PIAB) and the office of the Union.

- 33.5 Journeypersons shall be allowed only two (2) Apprentices.
- 33.6 The indentured Apprentice will receive credit toward their first term of apprenticeship as determined by the *Industry Training Authority*. The PIAB will operate with open window selection dates to ensure access to application to the union for all qualified Apprentices based on staffing requirements.

33.7 Pre-Apprentices

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

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

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

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

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

First six months

Minimum Wage plus 10%

Second six months

Minimum Wage plus 15%

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

(b) Upon employment of a Pre-Apprentice in this industry, the Employer shall pay the Pre-Apprentice an initial one-time sum of Forty dollars (\$40.00) and an additional twenty-seven dollars (\$27.00) per month thereafter, that will be deducted and remitted for the employee's Union dues.

33.8 Technical Training

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

33.9 Apprentice Classifications

- 8th 6 months 85%
- 7th 6 months 80%
- 6th 6 months 75%
- 5th 6 months 70%
- 4th 6 months 65%
- 3rd 6 months 60%
- 2nd 6 months 55%
- 1st 6 months 55%

Employers will contribute on behalf of all indentured Apprentices the portion of the pension contribution equal to the portion of the Journeyperson wage to which they are entitled (e.g. 55% wage, 55% pension; 60% wage, 60% pension contribution.)

- 33.10 The Director of Apprenticeship and/or the Business Representatives will periodically check the Apprentices on the job to determine whether or not they are being trained in the proper manner.
- 33.11 All PIAB indentured Apprentices will be required to maintain a log book or passport of their apprenticeship provided to them by the PIAB to document their employment training and practical experience throughout their apprenticeship to assist the PIAB and the Apprentice in gaining the highest quality and most rounded experience available.
- 33.12 All senior indentured Apprentices (third and fourth year) shall be given employment opportunities to enable them to complete their apprenticeship program. It is therefore agreed that a mix of all indentured Apprentices will be adhered to by the Employers.
 - 33.12.1 Apprentices who are in their last year of apprenticeship shall be recognized as "senior" Apprentices and shall be allowed to work as Journeypersons. Only one (1) senior Apprentice shall be allowed in any shop or job to each branch of the trade, except where there are more than five (5) Journeyperson plumbers or five (5) Journeyperson steamfitters employed, or as arranged by the PIAB.
 - **33.12.2** The Journeyperson to Apprentice ratio shall be 2:1 except for hi-rise, retail, tilt-up, wood frame, or similar construction or for any other project where the Parties mutually agree, where the ratio may be 1:1.
- **33.13 Journeyperson Training** Monies made available for Journeyperson upgrading shall be administered by the Piping Industry Apprenticeship Board.
- **33.14** United Association Standards All Apprentices will sign that they have read and understand the UA Standard for Excellence and UA Standard for Safety.
- **33.15** Every employee shall take eight (8) hours of training per year as directed by the Employer. This training shall be done on the employee's own time. The scheduling of training shall be as mutually agreed by the Employer and the employee. Safety training shall be excluded from this provision.

SECTION 34 - DEFINITION OF INDUSTRIAL PROJECTS

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

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

34.2 Commercial Work Designation on Industrial Projects

- **34.2.1** On Industrial Sites where the contractor is installing only process piping or where the contractor is simultaneously installing process piping, heating, sprinkler, and/or plumbing piping, then ALL such work shall be classified INDUSTRIAL.
- **34.2.2** If process piping and heating, sprinkler, or plumbing piping is being installed on the site by more than one (1) contractor then:
 - The contractor installing process piping shall have this work classified INDUSTRIAL.
 - The contractor installing only heating, sprinkler, and/or plumbing piping shall have this work classified COMMERCIAL.
- **34.2.3** All heating, sprinkler, and/or plumbing piping on Camp and Administration Buildings shall be classified COMMERCIAL.

SECTION 35 - HANDLING OF MATERIALS

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

- 35.1 Regardless of what type of equipment or machinery is necessary, any and all work of erecting and/or installation of materials shall be performed exclusively by Journeypersons or indentured Apprentices of the Union where such work falls with the trade and territorial jurisdiction of the Union. Other than the operator of the equipment or machinery, same must be manned by Union members without bar or restriction.
- 35.2 The Employer shall supply to employees the necessary rigging materials, such as suitable slings (chokers), come-a-longs, chain blocks, hydraulic jacks, or any other necessary type of material, tools, or equipment required to install pipe, pipe materials, pipe hangers, and supports.
- 35.3 The Union reserves the right to refuse to handle or install any materials or equipment coming from persons or firms who are considered unfair to UA Local 170, or any other Local Union of the United Association or the Labour Movement, or who are in any way violating the established conditions of the industry.
- 35.4 In the event of it becoming necessary to take such action on any job, it will not be considered a violation of the Agreement, and no effort will be taken by the Employers to replace such persons or have such materials installed by other than members of the Union, unless with the approval of the Business Representative or the Joint Conference Board.

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

35.6 Use of Personal Vehicles

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

SECTION 36 – HIRING AND TERMINATING PROCEDURES

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

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

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

It is noted that this provision is subject to the provisions in Sections 10 and 11 of this Agreement.

- **36.2** General Forepersons and Forepersons engaged on a project must be members of UA Local 170.
- 36.3 The Employer will not coerce or use any persuasive action to require any employee to withdraw their membership from the Union.
- 36.4 The Employer agrees to supply UA Local 170 with a list of all employees on request. The Union agrees, on request, to supply a list of unemployed members to the Employer.
- 36.5 All employees including Apprentices must have a clearance or dispatch slip from UA Local 170 before being hired.

36.6 Reduction of Crews

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

First:

The Potential Member.

Second:

The Travel Card Members.

(Members of Sister U.A. Locals)

Last:

Members of UA Local 170.

36.6.2 Upon termination or layoff, the employee will be allowed one (1) hour with pay to pick up their tools. The Employer shall provide transportation to the employee's residence for the employee and their tools.

- **36.6.3** Upon termination or layoff, the employee shall be provided with the Record of Employment and a cheque (or pay statement where direct deposit has been directed by the employee) within seventy-two (72) hours of the date of termination or layoff.
- **36.6.4** In crew layoffs of over (20) twenty persons, the Job Steward will be given a layoff list at least four (4) hours prior to termination.
- **36.6.5** An employee shall not be dismissed, disciplined, or suspended for other than just cause.

36.7 Severance

The Employer's liability is calculated on the following basis of an eight (8), or if applicable a ten (10) hour day and forty (40) hours per week at their straight time hourly rate of pay.

- 36.7.1 The Employer's liability for compensation is based on the following:
 - (a) After three (3) months of consecutive employment one (1) weeks' wage as calculated under 36.7.2; or,
 - (b) After twelve (12) months of consecutive employment two (2) weeks' wage as calculated under 36.7.2; or,
 - (c) After thirty-six (36) months of consecutive employment three (3) weeks' wage plus one (1) additional week for each additional year of employment to a maximum of eight (8) weeks as calculated under 36.7.2.
- **36.7.2** An Employer's liability is deemed to have been discharged if the employee is provided with the following written notice:
 - (a) One (1) weeks' notice after three (3) consecutive months of employment; or,
 - (b) Two (2) weeks' notice after twelve (12) months of consecutive employment; or,
 - (c) Three (3) weeks' notice after thirty-six (36) months of consecutive employment plus one (1) additional week for each additional year of employment to a maximum of eight (8) weeks notice.
 - (d) If, after three (3) consecutive months of employment, an employee gives notice of termination to the Employer and the Employer terminates the employee during the notice period, the Employer must compensate the employee in an amount equal to the lesser of:
 - (i) An amount in compensation equal to the wages the employee would have earned for the remainder of the notice period; or,
 - (ii) An amount in compensation equal to the amount the Employer is liable to pay on termination.
- **36.7.3** The Employer shall be able to provide the employee with a combination of written notice and wages under 36.7.2.

36.8 Impaired Workers

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

36.9 Termination

When an employee is terminated on an out-of-town job for reasons (other than Section 36.8 above) and if transportation is not available, the employee shall return to work and/or remain on the payroll on a regular shift basis until transportation is available.

36.10 Loitering

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

36.11 Job Stewards

- 36.11.1 A Job Steward shall be a working 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 Steward's will perform their duties as efficiently as possible, and the Employer agrees to grant reasonable time for the performance of such duties. Job Stewards shall be given appropriate training under the auspices of the Piping Industry Apprenticeship Board.
- 36.11.2 Job Steward's shall be recognized on all jobs, and other than General Foreperson and Foreperson, shall be one (1) of the last employees terminated or transferred from any job of four (4) or more Journeypersons unless by mutual agreement.

SECTION 37 – ILLNESS OR INJURY LEAVE

37.1 Employees are entitled to illness or injury leave in accordance with the terms of the Employment Standards Act in effect on January 1, 2023 (i.e.: 5 days per calendar year after 90 days employment compensated in accordance with the calculation contained in the Employment Standards Act).

SECTION 38 – WAGE RATES AND FRINGE BENEFITS

38.1 Instrument Calibrators

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

38.2 First Aid Tickets

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

38.3 Yukon Territory

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

38.4 Holiday Pay

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

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

38.6 Pay Provisions

- 38.6.1 The regular pay day shall be at least once every two (2) weeks. At sign-up, the employee must provide a void cheque to initiate the Employer setting up a direct deposit pay system. Should the employee not wish to participate in the direct deposit pay system of the Employer, the employee must identify this at time of sign-up. Charges for cheque cashing at any British Columbia bank are the responsibility of the Employer.
- 38.6.2 An employee's pay shall be accompanied by a statement showing the Employer's name, the number of hours at straight time rate, the number of hours at overtime rates, applicable wage rates, dues check-off, and total contributions made on the employee's behalf.
- 38.6.3 Where an employee's employment is terminated their final pay shall be deposited into their account, or their final cheque mailed to them, no later than three (3) working days after their final shift worked. In addition to providing final pay in accordance with this Clause, the Employer will issue the employee's Record of Employment within the timelines required by Service Canada.

SECTION 39 – OWNER OPERATOR – RIG WELDER

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

SECTION 40 – WELDERS

40.1 All pipe welders employed in connection with the installation of work under the terms of this Agreement shall be members of the Union and provide proof of their competency; this is not to include welders who might be employed for short periods on alterations, repairs or temporary work – short periods not to exceed eight (8) hours on any one job, on alterations, repairs or temporary work.

40.2 The Journeyperson Training and Industry Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure Ticket or Certificate of Competency. However, it is understood that regardless of results, all tests shall be conducted on the Employer's time at the prevailing rate of wages, and results of all tests are to be turned over to the Union upon request.

Should the Welder fail the first performance qualifications test(s) or retest(s), in each individual case any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the employee's own time. The intent of this Section is to allow a welder to retest once.

40.3 When working in a permanent Fab Shop, and/or in confined spaces with Fibreglass, toxic fumes, or smoke, proper ventilation shall be provided. In the event of a dispute, the *WorkSafeBC* Regulations shall prevail.

SECTION 41 – PROTECTIVE CLOTHING AND TOOLS

- 41.1 When required, rubber boots and raincoats, pants, and hats shall be furnished by the Employer on underground sewer and water main work, including piping, carrying gas, oil, or other fluids. In accordance with the WorkSafeBC Regulations, protective clothing shall be supplied to employees working in confined spaces on maintenance and repair jobs where certain conditions exist, such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.
- 41.2 Employers shall supply welder's helmets, leather jackets or arms (when necessary), goggles, and gloves. All tools will be supplied by the Employer for all trades. However, on Commercial-Institutional projects, all tools will be supplied by the Employer, except for the following which shall be supplied by all Union members when employed on Commercial-Institutional projects:

Plumber's Tool List

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

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

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

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

SECTION 42 – UNIFORMS

42.1 Employees will be supplied uniforms, and the Employer will be responsible for the laundering of all supplied uniforms.

SECTION 43 – NO CESSATION OF WORK

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

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

SECTION 44 - TERM OF AGREEMENT

- 44.1 This Agreement shall be binding upon and inure to the benefit of each Employer who signs this Agreement or upon whose behalf it is signed and the Union. It is further agreed by the Parties that this Agreement shall be in effect until the 30th day of April, 2027, and thereafter from year to year unless it is terminated by either party giving to the other written notice that the Agreement shall be terminated on the Anniversary Date of the Agreement at least three (3) months prior to the Anniversary Date. Provided, however, that in the event that notice that the Agreement will be terminated on its next Anniversary Date has been duly given and no collective agreement has been concluded by the date of termination, this Agreement shall nevertheless continue in full force and effect to be binding upon each Employer and their or its employees until such Employer has locked out their or its employees or their or its employees have gone on strike, whichever first happens. The Joint Conference Board shall convene within thirty (30) days of the giving of such notice and deal with the said notice.
- 43.2 The operation of Section 50 (2) and (3) of the Labour Relations Code of BC is hereby excluded.

SIGNED THIS 29 DAY OF August, 2024.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

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

APPENDIX "A"

				May 5, 2024			June 9, 2024					
Breakdown of Monetary Packag	ge	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Pension	Total Employer Contributions	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Pension	Total Employer Contributions	Total Monetary Package	
General Foreperson ¹	120% + 1.00	\$56.81	\$6.82	\$5.25	\$4.22	\$73.10	\$56.81	\$6.82	\$5.25	\$4.47	\$73.35	
Foreperson ¹	115% + 1.00	\$54.49	\$6.54	\$5.25	\$4.22	\$70.50	\$54.49	\$6.54	\$5.25	\$4.47	\$70.75	
"A" Gasfitter	100% + 2.25	\$49.76	\$5.97	\$5.25	\$4.22	\$65.20	\$49.76	\$5.97	\$5.25	\$4.47	\$65.45	
Service Mechanic ^{2 5}	100% + 1.00	\$47.51	\$5.70	\$5.25	\$4.22	\$62.68	\$47.51	\$5.70	\$5.25	\$4.47	\$62.93	
Journeyperson	100%	\$46.51	\$5.58	\$5.25	\$4.22	\$61.56	\$46.51	\$5.58	\$5.25	\$4.47	\$61.81	
Apprentices:												
8 th 6 months	85%	\$39.53	\$4.74	\$4.46	\$4.22	\$52.95	\$39.53	\$4.74	\$4.46	\$4.47	\$53.20	
7 th 6 months	80%	\$37.21	\$4.47	\$4.20	\$4.22	\$50.10	\$37.21	\$4.47	\$4.20	\$4.47	\$50.35	
6 th 6 months	75%	\$34.88	\$4.19	\$3.94	\$4.22	\$47.23	\$34.88	\$4.19	\$3.94	\$4.47	\$47.48	
5 th 6 months	70%	\$32.56	\$3.91	\$3.68	\$4.22	\$44.37	\$32.56	\$3.91	\$3.68	\$4.47	\$44.62	
4 th 6 months	65%	\$30.23	\$3.63	\$3.41	\$4.22	\$41.49	\$30.23	\$3.63	\$3.41	\$4.47	\$41.74	
3 rd 6 months	60%	\$27.91	\$3.35	\$3.15	\$4.22	\$38.63	\$27.91	\$3.35	\$3.15	\$4.47	\$38.88	
2 nd 6 months	55%	\$25.58	\$3.07	\$2.89	\$4.22	\$35.76	\$25.58	\$3.07	\$2.89	\$4.47	\$36.01	
1st 6 months	55%	\$25.58	\$3.07	\$2.89	\$4.22	\$35.76	\$25.58	\$3.07	\$2.89	\$4.47	\$36.01	
Employer Contribu	itions	May 5, 2024						June 9, 2024	4			
Union Benefit Plan	E	l		\$2.67					\$2.67			
CLR Dues	w			\$0.13					\$0.13			
Rehabilitation Fund 4	W			\$0.04					\$0.04			
JA Plan ⁴	W			\$0.01			\$0.01					
D&A Society ⁴	w			\$0.01					\$0.01			
PIAB Fund	W			\$0.83					\$0.83			
JTIP Fund (GST to be added)	W			\$0.10				,	\$0.10	-	-	
MIRA (GST to be added) 3	W			\$0.17					\$0.17			
SUB	w			\$0.10	·				\$0.10			
SUB - "A" Gas	W			n/a					\$0.25			
CIBF (Affiliation/Benefit Fund) 4	W		\$0.18						\$0.18			
Industry Enhancement Fund	W	\$0.10						\$0.10				
Canadian Training Fund	W	\$0.05						\$0.05				
 Total Employer Contributions - Str 	aight Time Hours			\$4.22					\$4.47			
 Total Employer Contributions - 1.5 	X Overtime Hours		\$5.56					\$5.81				
* Total Employer Contributions - 2X	Overtime Hours			\$6.89					\$7.14			

^{1.} In order to be appointed as a Foreperson or General Foreperson an employee must meet the requirements of a Service Mechanic

^{2.} In order to be qualified as a Service Mechanic an employee must hold a current "B" Gas Ticket, a Cross Connection Control Certification and a Provincial TQ or Red Seal Certificate.

^{3.} Although MIRA dues are included in the Appendix "A" tables, the status of the contribution is currently subject to dispute by the Parties.

^{4.} Union Remittance form combines CIBF, JAPlan, Rehabilitation Fund, and D&A into a single remittance titled CIBF.

^{5.} The Service Mechanic premium is \$1.00 effective May 5, 2024, \$1.20 effective November 3, 2024, \$1.40 effective May 4, 2025 and \$1.50 effective May 3, 2026. Employer contributions marked "W" are paid based on Hours Worked. Contributions marked "E" paid based on Hours Earned.

Appendix "A" (Cont'd)

				No	vember 3, 20	024				May 4, 2025	 j	
Breakdown of Monetary Package			Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Pension	Total Employer Contributions	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Pension	Total Employer Contributions	Total Monetary Package
General Foreperson ¹	120% +	1.20/1.40	\$60.34	\$7.24	\$5.50	\$4.47	\$77.55	\$62.62	\$7.51	\$5.75	\$4.47	\$80.35
Foreperson ¹	115% +	1.20/1.40	\$57.87	\$6.94	\$5.50	\$4.47	\$74.78	\$60.07	\$7.21	\$5.75	\$4.47	\$77.50
"A" Gasfitter	100% +	2.25	\$52.73	\$6.33	\$5.50	\$4.47	\$69.03	\$54.67	\$6.56	\$5.75	\$4.47	\$71.45
Service Mechanic 2 5	100% +	1.20/1.40	\$50.48	\$6.06	\$5.50	\$4.47	\$66.51	\$52.42	\$6.29	\$5.75	\$4.47	\$68.93
lourneyperson	100%		\$49.28	\$5.91	\$5.50	\$4.47	\$65.16	\$51.02	\$6.12	\$5.75	\$4.47	\$67.36
Apprentices:												
8 th 6 months	85%		\$41.89	\$5.03	\$4.68	\$4.47	\$56.07	\$43.37	\$5.20	\$4.89	\$4.47	\$57.93
7 th 6 months	80%		\$39.42	\$4.73	\$4.40	\$4.47	\$53.02	\$40.82	\$4.90	\$4.60	\$4.47	\$54.79
6 th 6 months	75%		\$36.96	\$4.44	\$4.13	\$4.47	\$50.00	\$38.27	\$4.59	\$4.31	\$4.47	\$51.64
5 th 6 months	70%		\$34.50	\$4.14	\$3.85	\$4.47	\$46.96	\$35.71	\$4.29	\$4.03	\$4.47	\$48.50
4 th 6 months	65%		\$32.03	\$3.84	\$3.58	\$4.47	\$43.92	\$33.16	\$3.98	\$3.74	\$4.47	\$45.35
3 rd 6 months	60%		\$29.57	\$3.55	\$3.30	\$4.47	\$40.89	\$30.61	\$3.67	\$3.45	\$4.47	\$42.20
2 nd 6 months	55%		\$27.10	\$3.25	\$3.03	\$4.47	\$37.85	\$28.06	\$3.37	\$3.16	\$4.47	\$39.06
1st 6 months	55%		\$27.10	\$3.25	\$3.03	\$4.47	\$37.85	\$28.06	\$3.37	\$3.16	\$4.47	\$39.06
Employer Contributi	ons		November 3, 2024					May 4, 2025				
Union Benefit Plan		Е			\$2.67					\$2.67		
CLR Dues		w			\$0.13					\$0.13		•
Rehabilitation Fund 4		w			\$0.04					\$0.04		
JA Plan⁴		w			\$0.01					\$0.01		
D&A Society ⁴		W			\$0.01					\$0.01		
PIAB Fund		w			\$0.83					\$0.83		
JTIP Fund (GST to be added)		W			\$0.10			1		\$0.10		
MIRA (GST to be added) 3	• • • •	W			\$0.17					\$0.17		
SUB		W			\$0.10					\$0.10		
SUB - "A" Gas		W			\$0.25					\$0.25		
CIBF (Affiliation/Benefit Fund) 4		W			\$0.18					\$0.18		
Industry Enhancement Fund		W			\$0.10					\$0.10		
Canadian Training Fund		W			\$0.05					\$0.05		
* Total Employer Contributions - Straig	ght Time H	ours	\$4.47				\$4.47					
 Total Employer Contributions - 1.5X 	Overtime l	Hours	\$5.81						\$5.81			
 Total Employer Contributions - 2X Ox 	vertime Ho	ours			\$7.14					\$7.14		

^{1.} In order to be appointed as a Foreperson or General Foreperson an employee must meet the requirements of a Service Mechanic

^{2.} In order to be qualified as a Service Mechanic an employee must hold a current "B" Gas Ticket, a Cross Connection Control Certification and a Provincial TQ or Red Seal Certificate.

^{3.} Although MIRA dues are included in the Appendix "A" tables, the status of the contribution is currently subject to dispute by the Parties.

^{4.} Union Remittance form combines CIBF, JAPlan, Rehabilitation Fund, and D&A into a single remittance titled CIBF.

^{5.} The Service Mechanic premium is \$1.00 effective May 5, 2024, \$1.20 effective November 3, 2024, \$1.40 effective May 4, 2025 and \$1.50 effective May 3, 2026. Employer contributions marked "W" are paid based on Hours Worked. Contributions marked "E" paid based on Hours Earned.

Appendix "A" (Cont'd)

May 5, 2024								November 3, 2024								
Employee Deductions	Hourly Dues (2.5% of Straight Time Hourly Wage Rate)	Group RRSP	Canadian Building Trades	BC Building Trades	Market Recovery & Area Training	Canadian Political Action Fund	Rehab Fund	Helmets to Hardhats	Hourly Dues (2.5% of Straight Time Hourly Wage Rate)	I KK\P	Canadian Building Trades	BC Building Trades	Market Recovery & Area Training	Canadian Political Action Fund	Rehab Fund	Helmets to Hardhats
	E	W	E	Ε	Ε	E	W	W	E	W	E	E	Е	E	W	W
General Foreperson	\$1.42	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.51	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Foreperson	\$1.36	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.45	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
"A" Gasfitter	\$1.24	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.32	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Service Mechanic	\$1.19	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.26	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Journeyperson	\$1.16	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.23	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Apprentices:																
8 th 6 months	\$0.99	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$1.05	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
7 th 6 months	\$0.93	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.99	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
6 th 6 months	\$0.87	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.92	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
5 th 6 months	\$0.81	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.86	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
4 th 6 months	\$0.76	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.80	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
3 rd 6 months	\$0.70	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.74	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
2 nd 6 months	\$0.64	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.68	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
1st 6 months	\$0.64	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01	\$0.68	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01

	Total	Total Employee Deductions						
	Straight Time	1.5X Overtime	2X Overtime					
	Hours	Hours	Hours					
General Foreperson	\$2.53	\$3.39	\$4.25					
"A" Gasfitter	\$2.47	\$3.30	\$4.13					
Service Mechanic	\$2.35	\$3.12	\$3.90					
Journeyperson	\$2.29	\$3.04	\$3.79					
Apprentices:								
8 th 6 months	\$2.09	\$2.74	\$3.39					
7 th 6 months	\$2.04	\$2.65	\$3.27					
6 th 6 months	\$1.98	\$2.57	\$3.15					
5 th 6 months	\$1.92	\$2.48	\$3.04					
4 th 6 months	\$1.86	\$2.39	\$2.92					
3 rd 6 months	\$1.80	\$2.30	\$2.81					
2 nd 6 months	\$1.74	\$2.22	\$2.69					
1st 6 months	\$1.74	\$2.22	\$2.69					

Total Employee Deductions									
Straight Time	1.5X Overtime	2X Overtime							
Hours	Hours	Hours							
\$2.61	\$3.52	\$4.43							
\$2.55	\$3.43	\$4.30							
\$2.42	\$3.23	\$4.05							
\$2.37	\$3.15	\$3.93							
•									
\$2.15	\$2.83	\$3.50							
\$2.09	\$2.74	\$3.38							
\$2.03	\$2.64	\$3.26							
\$1.97	\$2.55	\$3.14							
\$1.91	\$2.46	\$3.01							
\$1.84	\$2.37	\$2.89							
\$1.78	\$2.27	\$2.77							
\$1.78	\$2.27	\$2.77							

Employee deductions marked "W" are deducted based on Hours Worked. Deductions marked "E" deducted based on Hours Earned. Note: Market Recovery & Area Training are split 80/20

Appendix "A" (cont'd)

	May 5, 2025							
Employee Deductions	Hourly Dues (2.5% of Straight Time Hourly Wage Rate)	RRNP	Canadian Building Trades	BC Building Trades	Market Recovery & Area Training	Canadian Political Action Fund	Rehab Fund	Helmets to Hardhats
	E	W	E	E	E	E	W	W
General Foreperson	\$1.57	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Foreperson	\$1.50	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
"A" Gasfitter	\$1.37	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Service Mechanic	\$1.31	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Journeyperson	\$1.28	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
Apprentices:								
8 th 6 months	\$1.08	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
7 th 6 months	\$1.02	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
6 th 6 months	\$0.96	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
5th 6 months	\$0.89	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
4 th 6 months	\$0.83	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
3 rd 6 months	\$0.77	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
2 nd 6 months	\$0.70	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01
1st 6 months	\$0.70	\$0.75	\$0.01	\$0.085	\$0.20	\$0.01	\$0.04	\$0.01

	Total Employee Deductions						
	Straight Time	1.5X Overtime	2X Overtime				
	Hours	Hours	Hours				
General Foreperson	\$2.67	\$3.61	\$4.54				
"A" Gasfitter	\$2.61	\$3.51	\$4.41				
Service Mechanic	\$2.47	\$3.31	\$4.14				
Journeyperson	\$2.42	\$3.22	\$4.03				
Apprentices:							
8 th 6 months	\$2.19	\$2.88	\$3.58				
7th 6 months	\$2.13	\$2.79	\$3.45				
6 th 6 months	\$2.06	\$2.69	\$3.32				
5th 6 months	\$2.00	\$2.60	\$3.20				
4 th 6 months	\$1.93	\$2.50	\$3.07				
3 rd 6 months	\$1.87	\$2.41	\$2.94				
2 nd 6 months	\$1.81	\$2.31	\$2.81				
1st 6 months	\$1.81	\$2.31	\$2.81				

Employee deductions marked "W" are deducted based on Hours Worked. Deductions marked "E" deducted based on Hours Earned. Note: Market Recovery & Area Training are split 80/20

MAP "A"

This map shows the areas referred to in Section 30. It is for reference only. Further detail is available from the CLR or the Union.

Map A



LETTER OF UNDERSTANDING RE: MIRA

Construction Labour Relations Association of B.C., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170, and Mechanical Industrial Relations Association hereby agree to this Letter of Understanding being attached to and forming part of this Collective Agreement between Construction Labour Relations Association of B.C. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170. The Parties hereby agree:

- 1. Construction Labour Relations Association of B.C. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 170 hereby agree that their members who are bound to the Collective Agreement shall abide by the decisions of the Joint Conference Board.
- 2. Construction Labour Relations Association of B.C. shall recognize and accept the appointment of Employer members to the Joint Conference Board as made by Mechanical Industrial Relations Association.
- 3. Construction Labour Relations Association of B.C. shall recognize the sole right of Mechanical Industrial Relations Association to appoint Employer Trustees and change Employer Appointees and Employer Trustees on the various Trust Funds established in this Agreement.
- 4. Mechanical Industrial Relations Association hereby agrees to appoint Employer members and/or trustees as provided in the Collective Agreement. If MIRA cannot provide these members/trustees within 45 days of notice of a vacancy, CLR will become the appointing body (with a 30-day period) at which time if the vacancy is unfilled the Union will take over the appointments in question. Trustees so appointed shall remain until such time as they resign or are removed by operation of the trust document or society by-laws.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

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

Ken McCormack - February 2022

A.D. Al Phillips- February 2022

MECHANICAL INDUSTRIAL RELATIONS
ASSOCIATION

Russ Davidson- February 2022

LETTER OF UNDERSTANDING RE: SUPPLEMENTAL UNEMPLOYMENT BENEFIT PROGRAM – "A" GAS

The Parties agree to establish a committee to implement a Supplemental Unemployment Benefit Program (SUB) in accordance with the requirements established by Employment and Social Development Canada (ESDC). The purpose of the SUB is to top up the Employment Insurance employees receive while they attend schooling required to complete their "A" Gas apprenticeship, to ninety-five percent (95%) of their normal weekly earnings. The committee will also review including the "B" Gas Certification into this program. In accordance with ESDC requirements, the SUB will be funded by Employer contributions. As a result, the final Letter of Understanding outlining the program will include a review process to ensure the contribution level is appropriate to maintain the SUB without generating an excessive surplus.

Effective June 9, 2024, the Employer will commence contributing twenty-five cents (\$0.25) per hour worked, to be held in trust by the Union to begin developing the fund required to support the SUB plan. If the Parties are unable to reach an agreement on terms of the SUB plan agreement or are unable to get the SUB plan approved by ESDC, the amounts so contributed will be rebated to the Employers who paid those amounts.

UA Local 170 and UAPICBC will bear the cost of tuition and books for "A" Gas Certification for members that successfully complete the training.

* Note: This LOU will be replaced with the finalized document once the Parties execute such.

SIGNED THIS 29 DAY OF August, 2024.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

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

H

LIST OF SIGNATORY CONTRACTORS

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

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

- 1. Anderson Plumbing & Heating Ltd.
- 2. Black & McDonald Limited
- 3. Davidson Bros. Mechanical Contractors Ltd.
- 4. Fred Welsh Ltd.
- 5. Gordon Latham Limited

- 6. Johnson Controls Ltd.
- 7. Modern Niagara Vancouver Inc.
- 8. Siemens Building Technology Ltd.
- 9. Total Energy Systems Ltd.
- 10. Trotter and Morton Building Technologies Inc.