

SOURCE	Comp
EFF.	84 05 01
TERM.	86 04 30
No. OF EMPLOYEES	350
EMPLOYERS	df

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY 1984

**REFRIGERATION AIR CONDITIONING SERVICE AND INSTALLATION WORKERS, LOCAL UNION 516, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA - A.F.L. C.I.O. C.F.L.**

The Construction Labour Relations Association of British Columbia, as Party of the first part, and Local Union No. 516, Refrigeration Service and Installation Workers of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, affiliated with the AFL-CIO, as Party of the second part, do enter into this Agreement, with jurisdiction in the entire Province of British Columbia, the articles of which are outlined and the terms prescribed in this Agreement.

The purpose of the Agreement shall be to standardize the working conditions of all Employees engaged in the repair and installation of refrigeration, air-conditioning equipment and heat pump. Further, to establish and maintain fair conditions of labour for all Employees and to provide protection for Employers and Employees in the Industry. It shall also be the purpose of this Agreement to increase the efficiency of workers and to set up a method of settling any differences which may arise between the Parties to this Agreement in a just and equitable manner.

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

**CLAUSE 1 — UNION RECOGNITION BY THE EMPLOYER**

The Party of the first part hereby agrees to recognize the Local Union No. 516, the Party of the second part, and to engage and employ only members in good standing of his organization in the carrying out of work in connection with the servicing and installation of all refrigeration, air-conditioning, heat pump equipment and transport refrigeration equipment, marine refrigeration and recreational vehicle air conditioning, including all secondary refrigerants, piping and equipment.

It is understood that this is to include all classes of labour as outlined in Clause No. 2 of this Agreement.

The Employer shall employ only members in good standing who have been cleared and dispatched by the U.A., Local 516. The Employer shall have the right of one hundred percent (100%) name request of the U.A. Local 516's "out of work list". All men dispatched must possess a DISPATCH SLIP signed by the Business Manager before commencing work.

Any violation of this clause will be referred to the Joint Conference Board, provided for in Clauses ten (10) and eleven (11) of the Collective Agreement.

Employers reserve the right to refuse to hire Union members who are not acceptable to the Employer. If such refusal takes place the Business Manager of the Union may request a written statement outlining the reasons for the refusal and the Employer shall supply such written statement.

Should the Local Union be unable to supply such skilled mechanics at the request of the Employer, it shall be the privilege of the Employer under the terms of this Agreement to engage or employ such help as shall be required for this purpose. The privilege shall be subject to the following conditions:

(a) The Party of the first part agrees to notify the Party of the second part that such help has been employed and to obtain their approval. This does not include common labourers but shall include helpers.

(b) Should the work for which such extra help is

required be installation work, then, whenever practicable, apprentices as are already employed by the Party of the first part shall be advanced to the status of journeymen and used as such for this work and paid journeymen's rate of pay.

ON SERVICE WORK ONLY which can normally be performed by an apprentice and where such work would be beneficial to the training of the apprentice, apprentices in their final two (2) years may be assigned to work alone. Any question arising as to the assignment of work under this paragraph shall be referred to the Joint Conference Board provided for in Clause 10 for decision.

(c) Such privilege shall be revoked for a maximum of thirty (30) days.

The union recognizes that the Employer has the right and responsibility to direct and manage his business, to designate methods and procedures in writing as to how work is to be completed following job specifications and safety regulations and or the Refrigeration code of B.C., the Gas Act, the Electrical Act and all applicable acts.

(d) An Employee shall adhere to the Employer's Company policy providing the Company Policy does not conflict with this Agreement. Conflicting, if any, shall be referred to the Joint Conference Board.

**CLAUSE 2**

(a) Rate for apprentices to be decided by the B.C. Provincial Apprenticeship Act. It is understood that apprentices in their final year of apprenticeship will be allowed to go on a job on their own (doing service work only) and be paid standard final year rate of pay. Apprentice to journeyman ratio shall be one to one and one to three thereafter in the shop and on the job. In the event of a journeyman being called off the job for some emergency he will be allowed an absence of three (3) hours before the senior apprentice on the job is elevated to journeyman's rate of pay. The Joint Conference Board may, by mutual agreement reduce the apprentice to journeyman ratio on application by a company signatory to this agreement.

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## CLAUSE 2A — RATIO OF HELPERS AND APPRENTICES TO JOURNEMEN

(a) Each Employer shall be allowed to employ Refrigeration Apprentices when available on work covered by this agreement on the ratio of one apprentice or helper to one journeyman, and the ratio of one apprentice or helper to every three journeymen thereafter, provided however, that it be understood that there are or may be situations where this ratio would be impractical and in which case the Employer will consult with the Business Manager of Local Union 516 with a view to finding a mutually acceptable solution. (Effective Jan. 1/83 each shop employing four (4) or more journeymen shall employ at least one (1) apprentice.) Under no circumstances must a helper be working on any refrigeration equipment unless accompanied by a refrigeration journeyman. Should an apprentice be unemployed and a helper is required, the unemployed apprentice is to be hired as a helper on a helper basis.

It is further understood that under the terms of this Agreement the Employer shall be permitted the use of such Union common labour as shall be necessary. Under no circumstances shall such Union common labour be allowed to fabricate, fit, assemble, disassemble, install, repair any refrigeration equipment, air-conditioning or heat pumps.

(b) When the Employer employs five (5) or more members of Local 516 on a job, one (1) shall be designated a working foreman and shall be paid a premium of ten percent (10%) above his regular wage rate for each hour he works as a foreman. Any Journeyman designated as a General Foreman shall be paid a premium of fifteen percent (15%) above his regular wage rate for each hour he works as a General Foreman.

(c) The Local Union No. 516 reserves the right to qualify and control all advancement of status as set forth under any circumstances such as qualifications or capabilities of any individual.

(d) It shall be the responsibility of the refrigeration journeyman to obtain a signature from a responsible party for whom the work was carried out, if the Employer so requests.

(e) Employees will not be asked to cross picket lines in cases of legal strikes by other Unions unless permission is granted by the striking union.

(f) The Employer shall allow time off work for any man who is serving on a Union Committee, or for the purpose of serving as a Union Delegate to any conference or function at no cost to the Employer.

(g) Business Agents or the Business Representative shall have access to all construction jobs and shops covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foreman.

(h) It is understood that both parties shall recognize and observe the provisions of the British Columbia Provincial Apprenticeship Act, the Refrigeration Code, the Boiler Pressure Vessel Act and the Workers' Compensation Board Regulations.

(i) Manufactured tubular or ready-made metal scaffolding must be erected by members of Local when same is required for the installation of piping materials etc., unless the said scaffolding has already been erected for use by other crafts.

(j) Employees will not be required to supply rigging material and equipment.

(k) The Employer agrees to the appointment of a job steward by the Business Manager on any job designated by the business manager. It is understood that the execution of his union functions shall not interfere with the normal patterns of work, job stewards will be given appropriate training under the auspices of the union.

(l) A telephone shall be available whenever practicable for incoming or outgoing emergency purposes and incoming messages shall be relayed immediately.

(m) It is agreed that where there is no running tap water available cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets will be supplied.

(n) Camp accommodations shall be those as established by the B.C. and Yukon Building Trades Council.

(o) Gas masks will be supplied on the basis of one freon mask per service vehicle.

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

## CLAUSE 3 — HOURS OF LABOUR

(a) The hours of labour shall be seven and one-half (7 1/2) hours per day, Monday to Fridays inclusive. Under the terms of this Agreement this shall be the standard week of thirty-seven and one-half (37 1/2) hours.

On service work, where it is mutually agreed between the Employer and the Employee, an Employee's normal work week may include Saturday as a normal straight-time day and his other day off would be on an overtime basis if he is required to work that day. The Employer agrees to guarantee seven and one-half (7 1/2) hours pay at the straight-time rate for work performed on Saturdays when this paragraph becomes operative. Such work to be prescheduled and days off to be consecutive.

(b) It shall not be permitted to stagger the hours of employment in any shop, but all Employees shall have a set starting and quitting time, and the said starting time shall not be later than 9:00 a.m. This shall not exclude the setting up of extra shifts, but such extra shifts shall not overlap the existing shift in excess of two hours.

### (c) Standby Time

When an Employee is requested by the

Employer to standby and be available to perform emergency work outside of the scheduled hours of work he shall be paid the following:

Monday 1/2 hour at straight time plus actual hours worked at the prevailing rate.  
Tuesday 1/2 hour at straight time plus actual hours worked at the prevailing rate.  
Wednesday 1/2 hour at straight time plus actual hours worked at the prevailing rate.  
Thursday 1/2 hour at straight time plus actual hours worked at the prevailing rate.  
Friday 1 hour at straight time plus actual hours worked at the prevailing rate.  
Saturday 2 1/2 hours at straight time plus actual hours worked at the prevailing rate.  
Sunday 2 1/2 hours at straight time plus actual hours worked at the prevailing rate.

(d) In the event of it becoming necessary to work more than one shift, such extra shifts or shift shall be for a minimum period of three nights and Employees engaged for such shifts shall receive eight and one-half (8 1/2) hours wages for seven and one-half (7 1/2) hours work. No Employee shall work through two consecutive shifts in any calendar day, as set forth in this Section (d).

Shift work and the approximate size of crews shall be established prior to commencing the shifts and the Union shall be notified prior to such commencement.

(e) On industrial projects the Employee's shift shall start and end at the change shack or a location as mutually agreed between the Employees and the Employer. Should an appreciable distance remain for Employees to travel to and from the gate, a job conference shall at the option of the Union be called to make suitable arrangements. This provision shall also apply to lunch breaks.

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

(g) All service work carried out by Employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate of time and one-half from the Employees' quitting time until two (2) hours after and double time thereafter. Overtime on such extra shifts as may exist shall be computed on an exact similar basis. All work carried out on Saturday, Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate of double time.

(h) All installation (construction) work carried out by Employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate of double time. Overtime on such extra shifts as may exist shall be computed on an exact similar basis. All work carried out on Saturday, Sunday and Statutory Holidays

recognized by this Agreement shall be paid for at the rate of double time.

(i) Where Employer has prior knowledge of an impending lay-off, and in his opinion it is practical to do so, the Employer shall give 24 hour notice of lay-off to those Employees who will be affected.

(j) Employees shall be given their Unemployment Insurance Separation Certificate at time of discharge or lay-off on the job, or where possible arrangements made whereby their cheque and Unemployment Insurance Separation Certificate will be mailed to them not later than the following day, providing the Employee has turned in time sheets.

(k) All welders and Refrigeration Journeymen welding on galvanized material shall be paid at the rate of time and one-half for actual hours worked. All welders and Refrigeration Journeymen welding on Sulphur Dioxide equipment shall be paid at the rate of double time for actual hours worked, and shall be supplied milk.

(l) When a Refrigeration T.Q. holder is assigned to do work requiring an additional ticket or tickets he shall be paid an additional eighty cents (\$0.80) per hour while performing work appropriate to that ticket. (excluding welding ticket).

(m) Employees shall be granted once in the morning and once in the afternoon a "Coffee Break" of ten (10) minutes duration from time of work cessation to the time work recommences. The specific time of the breaks shall be mutually agreed upon.

(n) Employees working on ammonia equipment shall be provided by the Employer with an ammonia gas mask in good working condition.

(o) All service vehicles shall be equipped with a bulk-head behind the driver and passenger seats, a first aid kit and a fire extinguisher in good working order. Hearing protection shall also be provided in accordance with the Workers' Compensation Board Regulations.

(p) It shall be the policy of the employer to endeavour where there are five (5) or more journeymen employed by an employer, that every fifth journeyman shall be fifty (50) years of age or over if available.

**CLAUSE 4 — BASIC MINIMUM WAGE SCALE AND FRINGE PAYMENTS**

(a) Under the terms of this Agreement both parties shall agree to the following minimum rates of pay as outlined herein:

	Rate	Holiday Pay*	Health & Welfare
Journeymen	Per Hour		
Effective May 1/84	\$19.45	\$2.33	\$0.65
Effective May 1/85	\$20.21	\$2.43	\$0.80
Helpers			
Effective May 1/84	\$14.59	\$1.75	\$0.65
Effective May 1/85	\$15.16	\$1.82	\$0.80
Foreman	Per Hour	Holiday Pay	Health & Welfare
Effective May 1/84	\$21.40	\$2.57	\$0.65
Effective May 1/85	\$22.23	\$2.67	\$0.80
General Foreman	Per Hour	Holiday Pay	Health & Welfare
Effective May 1/84	\$22.37	\$2.68	\$0.65
Effective May 1/85	\$23.24	\$2.79	\$0.80

**Four Year Plan Effective May 1, 1984 - April 30, 1985**

Apprentices	Wages	Holiday Pay	Health & Welfare
1st six months	50% \$ 9.73	\$1.17	\$0.65
2nd six months	55% 10.70	1.28	0.65
3rd six months	60% 11.67	1.40	0.65
4th six months	65% 12.64	1.52	0.65
5th six months	70% 13.62	1.63	0.65
6th six months	75% 14.59	1.75	0.65
7th six months	80% 15.56	1.87	0.65
8th six months	90% 17.51	2.10	0.65

**Four Year Plan Effective May 1, 1985 - April 30, 1986**

Apprentices	Wages	Holiday Pay	Health & Welfare
1st six months	50% \$10.11	\$1.21	\$0.80
2nd six months	55% 11.12	1.33	0.80
3rd six months	60% 12.13	1.46	0.80
4th six months	65% 13.14	1.58	0.80
5th six months	70% 14.15	1.70	0.80
6th six months	75% 15.16	1.82	0.80
7th six months	80% 16.17	1.94	0.80
8th six months	90% 18.19	2.18	0.80

On calculating weekly earnings where the total works out to a fraction of a cent, the full cent to be paid.

\* HOLIDAY - the figures noted above have been rounded to the nearest cent.

**(b) Trade Evaluation**

The Employer signatory to this Agreement shall, effective May 1, 1981, implement the findings and recommendations of the Trade Evaluation Program as agreed upon between the Refrigeration Workers Union and Construction Labour Relations Association of B.C.

(c) It is understood that Local Union No. 516 shall not require any individual to submit to any reduction in wages if he receives a wage scale in excess of the foregoing.

(d) It is also agreed that where an Employer desires to pay and the Employees desire to receive wages on a salary basis computed by the week or

month, this shall be permitted providing that such salary is based on the minimum hourly rates as set forth in Clause 4(a). Where salaried Employees work overtime, the Employees rate of pay shall be computed in accordance with Clause 3(g) and 3(h).

(e) Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three weeks annual vacation, and six percent (6%) for Statutory Holidays. The recognized "Statutory" Holidays are: New Year's Day, third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Dominion Day, the Friday before B.C. Day, B.C. Day, the Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Government.

When a Statutory Holiday falls on a Saturday or Sunday, the following work day or days shall be taken off in lieu.

When a service mechanic is required for service work on Statutory Holidays recognized by this Agreement that are not Provincial or Federal recognized holidays, he shall be paid at straight time rates. If a service mechanic is required to work on one of these days, he shall arrange to have a day off without pay within the following week (ie: if the holiday falls on Friday prior to B.C. Day or Labour Day, then the following Tuesday shall be taken off in lieu.)

By mutual agreement between the Employer and the Employee Vacation and Statutory Holiday Pay shall be paid at time of annual vacation, on termination or every three months.

Employees shall receive three weeks annual vacation which may be taken in more than one period, but shall not be unduly fragmented. The annual vacation period shall be determined by mutual arrangement between Employer and Employee.

**(f)**

(i) Tool allowance to be paid on an Employee's regular pay day on the basis of sixteen cents (\$0.16) per day per one hundred dollar (\$100.00) value in hand or other tools that are useful to the Company. Each Employee shall provide the Employer with a list of such tools, at time of hiring and once each calendar year thereafter. The price evaluation of tools shall be based on the current cataloguing of Refrigeration Wholesalers and/or the Craftsman Tools Catalogue. Employees to re-evaluate tools on December 31st of each year.

**Tool Insurance**

(ii) The Employer shall insure an Employee's tools on the basis of tool for tool and make for make to the value of tools agreed to between the Employer and the Employee. This coverage will only apply in cases of fire and theft by forced entry.

Welders to receive an additional fifty-five cents (\$0.55) per week over and above their tool allowance to be applied to their D.P.W. Welding Tickets.

## **Apprentices**

(iii) If required, the Employer shall supply a first year apprentice with a full set of tools in accordance with the attached tool list following the probationary period. The cost of these tools shall be deducted from the apprentice's wages at the rate of ten percent (10%) of the total value per month. If the apprentice ceases to be an Employee of the Employer, the apprentice shall pay the difference between the amount paid and the amount owing to the Employer. Tool allowance shall be paid in accordance with the above section.

(iv) The minimum set of hand tools to be supplied by the employee shall be as follows:

1. Tool Box
2. Flaring Tools 1/4" to 5/8"
3. 1 set Gauges
4. 1 Gauge manifold c/w hoses
5. 1 set combination box and open end wrenches to 1"
6. 1 - 1/4" socket set
7. 1 - 3/8" socket set
8. 3 sizes Robertson screw drivers (#6-8-10)
9. 3 sizes Philips screw drivers
10. 1 - 8' measuring tape
11. 1 pair diagonal cutting pliers
12. 1 - 8" adjustable wrench
13. 1 - Ratchet service valve wrench 1/4" and 3/8" sizes
14. 1 - 3/8" bend spring
15. 1 - 1/2" bend spring
16. 1 - 5/8" bend spring
17. 1 - Leak detector (halide or bernzometric)
18. 1 - Hack saw
19. 1 Ball pean hammer
20. 1 - Tube cutter to 1 5/8"
21. 1 - Pair needle nose pliers
22. 1 - 10" vice grip or pipe wrench
23. 3 - Flat blade screw drivers (1 control size - 2 assorted)
24. 1 - Straight cut tin snips
25. 1 Jack knife

(v) The Employer shall supply:

- all pipe wrenches, vices, taps and dies
- all electric tools
- all electric measuring instruments
- all machinist measuring instruments
- all air and gas measuring devices
- all gas containers
- all welding equipment including welders gloves
- specialty tools
- vacuum pumps
- power tools

## **(g) HEALTH AND WELFARE PLAN**

Each Employer shall contribute sixty-five cents (\$0.65) per hour earned by each Employee by the fifteenth (15th) day of the month following that which contributions cover to the Health and Welfare Plan. Operation of this Plan shall be governed by the Union Trustees of the Health and Welfare Plan, such Trustees to be selected in accordance with the terms of the Welfare Trust Document. Effective May 1, 1985 this amount shall be increased to eighty cents (\$0.80) per hour.

Each Employer shall provide each of his

Employees with an itemized statement each pay day showing the amount remitted to the Health and Welfare Plan.

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

The Employer agrees to submit his payroll records to audit at any time he is required to do so by the Health and Welfare Plan Trustees. The Trustees shall appoint the auditor to conduct the necessary investigation.

## **(h) PENALTIES FOR DELINQUENT PAYMENT OF CONTRIBUTIONS AND/OR DEDUCTIONS**

(a) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.

(b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. The amount of the penalty to go to the appropriate fund.

## **CLAUSE 5 — TRANSPORTATION AND TRAVELLING COMPENSATION**

(a) Employees sent out of town shall receive their board and transportation to and from such work. If travelling at night, a sleeper shall be provided. Room and board shall be provided on such out of town work or a subsistence allowance of forty dollars (\$40.00) per day shall be allowed plus additional allowances upon receipt of vouchers covering total expenditures.

(b) TRAVELLING TIME BY PUBLIC TRANSPORTATION during normal working week shall be paid for at the rate of single time based on eight (8) hours in twenty-four (24) hours. Two hours straight time to be paid going and two hours return if called upon to travel by public transportation before or after normal working day. Where an Employer requests an Employee to travel by public conveyance on Saturdays or Sundays, he shall be paid at double time rate outgoing and single time rate on the return trip.

(c) Where an Employee is required to drive a vehicle on out-of-town work, such hours of driving shall be paid for at the same rate as working time.

(d) When an Employee is requested by an Employer to use his vehicle on service work the Employee shall be paid sixty-eight cents (\$0.68) per mile.

On installation work where a Union member might be expected to go direct to the jobsite from his home in his own vehicle and said jobsite was outside the free zone, then mileage of fifty-five cents (\$0.55) per mile would be paid from the nearest point of the free zone. Union members are expected to be on the jobsite from 8:00 a.m. to 4:00 p.m. if same is in the free zone,

and to be at the nearest point of the free zone to the jobsite at 8:00 a.m. and 4:00 p.m. If an Employer wishes to have the Union member on the jobsite from 8:00 a.m. to 4:00 p.m. even though the jobsite is outside the free zone then straight time for travelling would have to be paid (See Zone diagram on last page).

The conditions in this paragraph will also apply to members using a company owned vehicle on installation work except that the mileage allowance will not apply.

All contractors having their place of business outside the Vancouver Free Zone shall have the options of:

(1) Designating their place of business as if they were in the Vancouver Free Zone: or

(2) Designating an area bounded by a four (4) mile straight line radius around their shop or place of business as their free zone. In no case shall this area infringe on the Vancouver Free Zone.

If a contractor designates the Vancouver Free Zone and his place of business is outside of the Vancouver Free Zone, no mileage shall be applicable for Employees reporting to work at the shop.

At time of signing each contractor shall designate his free zone. This may only be changed if the Employer changes location during the term of this Agreement.

(e) Personal cars or trucks to carry only hand tools, small refrigerant cylinders and small service parts.

(f) When Employees are working on service calls only, parking expenses shall be paid by the Employer, including parking violations.

(g) The Employer agrees that all service vehicles shall be maintained to at least the minimum standards set by the Workers' Compensation Board and that said service vehicles must have a current motor vehicle safety inspection certificate.

(h) Employees shall not be required to pay any company expenses from their own funds.

(i) The Company will provide Employees with credit cards for use in company supplied service vehicles only. Such credit cards to be used for the purchase of gas, oil, service or other such minor repairs to the Company service vehicle.

(j) The Employee shall not use his own personal car for the transportation of the Employers tools.

(k) Ownership of a car shall not be considered as a condition of employment.

(l) Any Employee who is accommodated by the Employer in camps may on any weekend vacate or checkout of such accommodation and the Employer shall pay him twelve dollars (\$12.00) per day. Any Employee who is accommodated by the Employer in motels and hotels may on any weekend vacate or checkout of such accommodation and the Employer shall pay him fifteen dollars (\$15.00) per day.

## (m) PERIODIC LEAVE

On out-of-town projects, of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless he actually returns to his place of departure. Living-out-allowances shall not be paid during leave period. (See attached Letter of Interpretation.)

## CLAUSE 6 — PAY DAYS

(1) The Employer shall at least every second Friday, pay to each Employee covered by this Agreement, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day.

(2) Exchange charges within British Columbia will be added to the cheque, or otherwise provided for by the Employer.

(3) Any Employer who wishes to mail Employees cheques must have the consent of the Employee.

(4) Charges for cheque cashing within any Territorial Jurisdiction of Local Union 516 are the responsibility of the Employer.

## CLAUSE 7

(a) It is agreed by both Parties that the check-off system for collection of Union dues shall be used.

### (b) SUPPLEMENTARY DUES

The Employer shall deduct for a Dues Supplement an amount of 1% of hourly gross wages, not to include fringe benefits (i.e. Holiday Pay, Health & Welfare, Pension) earned by all Employees while working under the terms of this agreement and forward same to the Financial Secretary of Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which the deduction was made. Such deduction to require the Employee authorization prior to such deduction being commenced.

### (c) B.C. & YUKON BUILDING & CONSTRUCTION TRADES COUNCIL

The Employer shall contribute three cents (\$0.03) per hour earned by all Employees while working under the terms and conditions of this Agreement and forward same to the Financial Secretary of Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which the deduction was made.

**(d) REHABILITATION FUND**

The Employer shall contribute one-half cent (\$0.005) and effective May 1, 1985 one cent (\$0.01) per hour earned by all Employees covered by this agreement to the B.C. Construction Industry Rehabilitation Fund, in accordance with the standard remittance form provided for in this collective agreement.

**(e) B.C. CONSTRUCTION INDUSTRY HEALTH & SAFETY FUND**

(i) It is agreed that the Construction Health & Safety Programme as agreed between the Bargaining Council of B.C. Building Trades Unions and Construction Labour Relations Association of B.C. shall be appended hereto and shall form a part hereof.

(ii) Commencing September 1, 1982, two cents (\$0.02) per hour for each hour earned by members covered by this agreement shall be paid monthly into the B.C. Construction Industry Health & Safety Fund by the Employer, in accordance with the standard remittance form provided for in this agreement.

(iii) It is agreed that the Employer of this specific Collective Agreement will accept the trustees as appointed by C.L.R.A. as being the trustees on his behalf.

**CLAUSE 8 — OWNER OPERATOR/RIG WELDER**

(a) 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.

(b) The Employer agrees that he will not under any circumstances engage a Rig Welder to perform work for him unless and until the Rig Welder prior to commencement of such:

(1) Proves to the Employer that he is a member in good standing of Local Union 516.

(2) Signs a written form of authorization which shall be irrevocable during the period in which the Owner Operator performs such work authorizing and directing the Employer to deduct from the pay, remuneration, or compensation earned by the Owner Operator, the sum required to pay the total contributions for trust funds as per Clause 4(f), Clause 16 and the supplemental dues check-off as per Clause 7 for each hour earned and to remit the same as per Clause 4(g).

(c) The rate established shall include all benefits that are otherwise contained in the Collective Agreement.

**CLAUSE 9 — EMPLOYER, WORKER STATUS**

(a) It is understood that under the terms of this Agreement any person conducting a shop and signatory to this Agreement shall retain the right to work with the tools, providing agreement has been reached between contractors and the Local Union, and shall engage such mechanics as are necessary under the terms of this Agreement, and in strict accordance with its provisions. On field work all persons working with the tools shall hold Union Membership,

(b) All independent operators who are members of the Union agree to charge for their services at the

prevailing hourly rates and shall pay monies to the Health and Welfare Plan and Industry Promotion Fund in accordance with this Agreement.

(c) Out-of-town warranty work to be carried out by certified members of Local No. 516.

**CLAUSE 10**

A Joint Conference Board will be formed of five (5) Employers and five (5) members of the Local Union who shall meet as requested by either party, at which meeting three (3) members of each party will form a quorum; such Board will have power on behalf of the respective Parties hereto to adjust trade disputes, grievances, or establish regulations governing the conduct of their members.

**CLAUSE 11**

(a) In case of any dispute or grievance arising that cannot be settled informally by the member representative of the Union and Employer, it will be referred to representatives of the Parties. If the dispute or grievance remains unsettled it will then be referred to the Joint Conference Board and such Board shall meet within twenty-four (24) hours if necessary. In any case, any grievance that is not submitted in writing to the other Party within one (1) week of the time the cause of such grievance should have been known, shall be deemed to have been abandoned. Any variation from this clause would only take place in very exceptional circumstances such as a complete lack of communications facilities, etc.

(b) If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Joint Conference Board 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.

(c) A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the Parties and their members.

**CLAUSE 12 — ARBITRATION PROCEDURE**

(a) 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 refuse 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.

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.

If the Joint Conference Board dead-lock on the validity of a dispute or grievance then such dispute or grievance may be processed in accordance with the procedure outlined under Clause 12 (Section 12(b) to 12(g) inclusive).

(b) 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 clause shall preclude the right of any signer to this Agreement to proceed to arbitration.

(c) 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.

(d) The two Arbitrators as appointed shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third member.

(e) The Arbitration Board shall sit, hear the Parties settle the term of the question or questions to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided that the time may be extended by agreement of the Parties.

(f) The Board shall deliver its award in writing to each of the Parties, and the award of the majority of the Board shall be the award of the Board and it shall be final and binding upon the Parties and they shall carry it out forthwith.

(g) 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 sub-section (a) of this Clause) shall be paid by the Party the said appointee is representing. One-half the compensation of the Chairman and the stenographer and other expenses of the Arbitration Board shall be paid by each Party.

#### **CLAUSE 13 — PROCEDURE TO BECOME SIGNERS**

(a) The Union agrees that its members will only work for Employers who are signatory to this Agreement in its existing form or as amended by the Parties hereto.

(b) In the event other Employers desire to become signatory to this Agreement, such request shall be submitted to the Joint Conference Board for its consideration and approval.

(c) Notwithstanding the above Clause, the Union shall be allowed to organize through the due process of the law.

#### **CLAUSE 14 — WAGE BOND**

Before union members are dispatched to any Employer who has not been signatory to a Local 516 Agreement in British Columbia for a minimum of two years, such Employer may be required to deposit a bond suitable to the Union, up to a maximum of three thousand dollars (\$3,000.00) per Employee and a total maximum of sixteen thousand dollars (\$16,000.00) with the Union for use in default of payment of wages, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions provided by the Collective Agreement. When no longer required, such bond, by mutual consent of the Union and the Employer concerned, shall be terminated. Where mutual consent

cannot be achieved, the matter shall be subject to the Grievance Procedure.

#### **CLAUSE 15 — SAVINGS CLAUSE**

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

The Parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purpose of attempting to agree upon lawful replacements. In the absence of agreement, replacement provisions will be subject to the grievance and arbitration procedure without stoppage of work as provided for in this Agreement, PROVIDING HOWEVER, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object and intent as the part or parts severed, and not to new issues or matters.

#### **CLAUSE 16 — INDUSTRY PROMOTION FUND**

(a) Each Employer shall contribute twenty cents (\$0.20) per hour earned by each Employee working under the terms of this Agreement to the Refrigeration Industry Promotion Fund. This Fund will be used to promote programs of industry education, training, research and promotion, such programs serving to expand the market for services of the Refrigeration Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations and promote, support and improve the training and employment opportunities for Employees. Operation of this Fund shall be governed by the Trustees of the Refrigeration Industry Promotion Fund, such Trustees to be selected in accordance with the Trust Agreement.

The complete policies, management and control of this Fund will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement signed between the Parties to this agreement and amendments thereto.

#### **(b) JOURNEYMAN TRAINING & UPGRADING FUND**

The Journeyman Training & Upgrading Fund will be used to promote programs of training and upgrading of journeymen in the Refrigeration Industry and such other functions as established by the Trustees of this Fund. The Trustees of this Fund shall be four (4) in number composed of two (2) Union nominees and two (2) Refrigeration and Air Conditioning Contractors Association of British Columbia nominees. A quorum shall consist of two (2) nominees (1 Union and 1 R.A.C.A.). The complete policies, management and





control of this Fund will be controlled by the Trustees in accordance with the trust document signed between the parties.

The Industry Promotion Fund shall forward monthly one cent (\$0.01) per hour earned out of the Industry Promotion Fund contributions of twenty cents (\$0.20) to the Journeyman Training & Upgrading Fund.

#### **CLAUSE 17**

This Agreement shall be for the period from and including May 1, 1984 to and including April 30, 1986, and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of the expiry of the Agreement (April 30, 1986) or immediately preceding the first day of May in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining. Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or alter any other terms or conditions of employment) until:

(a) The Union shall give notice to strike (or until the Union goes on strike); or,

(b) The Employer shall give notice to lock out (or the Employer shall lock out its Employees); or,

(c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement; whichever is the earliest.

The operation of Section 66(2) of the Labour Code of British Columbia Act is hereby excluded.

If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement that section or part of the Agreement may be amended by mutual consent of the two Parties.

#### **CLAUSE 18 — WITHDRAWAL OF MEMBERS**

The Employer agrees that on new construction work the Union may withdraw its members:

1. If any signator to this agreement employs any non-union workmen whose work falls within the jurisdiction of Local 516.

2. The continued employment by the Employer of any person required by the union to join the union who has failed to join the union.

3. Failure of the Employer to remit on time any monies due him by the Health and Welfare Fund, dues checkoff or any other fund coming within the scope of this agreement.

4. The subcontracting by any signator contractor of work falling under the jurisdiction of Local 516 to a non-signator of this agreement when members of Local 516 are available.

5. Any contractor that publicly advertise for a vacancy without the prior knowledge and approval of the

Business Manager and such approval shall not be unreasonably withheld. This clause to be applicable to construction or service work.

6. The Employer agrees that it will in no way discriminate against any member of Local 516 who exercise his rights under this clause.

#### **CLAUSE 19 — RESERVATIONS CLAUSE**

Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for:

(a) Rendering assistance to Labour Organizations.

(b) Refusal on the part of Union members to work with non-union workmen.

(c) Refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

#### **CLAUSE 20 — UNION LABELS**

The Union, while retaining ultimate control of the International's Labels, may supply to the Employer Union Labels to identify fair products fabricated under the terms of this Agreement.

#### **CLAUSE 21 — REDUCTION IN CREWS**

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:

(a) The Potential Member (Permit)

(b) The Travel Card Members

(c) Members of Local 516

If the Employer finds it necessary to keep the Travel Card or Permit Man employed, then in such case he shall consult the Business Manager of the Union and receive his permission to do so.

#### **CLAUSE 22 — B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN**

(a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rules(s), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute; it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

(b) The Employer shall upon request, make known his intended work assignment. It is agreed that

such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.

(c) The participating Employer Association shall inform their stipulated member, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.

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

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

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

(g) The Employer shall contribute one-half cent (\$0.005) per hour earned for all classifications covered by this collective agreement which will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this collective agreement.

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

**CLAUSE 23 — UNDERGROUND WORK**

(a) On industrial projects, Employees required to work underground shall receive prevailing rate plus ten percent (10%). This clause shall not apply to work performed in basements of buildings or open ditches.

**CLAUSE 24 — SAFETY CLAUSE**

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

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

**CLAUSE 25 — MULTI-EMPLOYER CERTIFICATION**

It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall

cooperate in and support in every way the institution, at the initiative of the Union, of multi-employer certification in accordance with Section 40 of the Labour Code of B.C.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July 1980) status quo between trades.

A copy of this Agreement shall be filed with the Dominion Industrial Relations Officer at Vancouver, and with the Minister of Labour for the Province of British Columbia

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS 7th DAY OF Dec 1984

FOR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

*[Handwritten signature]*

*[Handwritten signature]*

FOR REFRIGERATION AIR CONDITIONING SERVICE AND INSTALLATION WORKERS. LOCAL UNION 516, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, A.F.L. C.I.O.

*[Handwritten signature]*

**LETTER OF INTERPRETATION**

BY AND BETWEEN:

**BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS**  
on behalf of all affiliates as specified in the Memorandum of Agreement

AND:

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA**  
on behalf of its members

**RE: PERIODIC LEAVE - TURNAROUND**

- 1. The phrase "Out of Town Projects" con-

tained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hours travel, including ferry travel, to the transportation terminal nearest the employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the employer of five (5) or seven (7) days to be arranged between the employee and employer subject to the same qualifiers provided in the periodic or turnaround clauses.

2. Employees qualifying for leave shall be returned to the transportation terminal nearest the employee's domicile except members from other locals or out of province employees who shall return to the point of dispatch within the province of B.C.

3. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the union and the employer.

4. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clause or clauses contained within the various Building Trades collective agreements.

DATED this 3rd day of July, 1984.

BARGAINING COUNCIL OF BRITISH  
COLUMBIA BUILDING TRADE UNIONS

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CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA

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# AGREEMENT TRANSMITTAL FORM

CONSTRUCTION COLLECTIVE AGREEMENT SURVEY SERVICE

(Completion Instruction on Reverse)

TO: Labour Relations Department  
Construction House  
85 Albert Street  
Ottawa, Ontario  
K1P 6A4

1. a) The attached Agreement is a first agreement

b) The attached Agreement replaces FILE NO. 11-02-66-B, E

2. Parties to the Agreement

a) Employer parties : CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

b) Union parties : REFRIGERATION AND CONDITIONING SERVICE AND INSTALLATION WORKERS  
LOCAL UNION 516, UNITED ASS'N OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPEFITTING INDUSTRY OF THE U.S. AND CANADA

3. Number of Union workmen employed or available for employment  
under the terms of the Agreement at the time of signing \_\_\_\_\_

4. Number of Contractors to whom Agreement applies at the time  
of signing 38

5. If negotiated by an Employers' Association, was the Association  
accredited or registered under labour relations legislation  
applicable to the area

Yes

No

6. Sector(s) of the Construction Industry to which the Agreement applies.  
Please check appropriate square(s).

Building Construction (Industrial, Commercial and Institutional)

Residential Construction

Roadbuilding

Heavy Construction

Sewer and Watermain

Pipeline

Tunnel and underground

Others (specify) \_\_\_\_\_

7. If Agreement renewal, list the base wage rate (lowest journeyman rate)  
stipulated in the expired Agreement. (Note: This information is required  
to measure change)

Previous Base Rate \$ 12.81

8. Date Agreement was signed 14/11/80

Date Agreement takes effect 1/5/80

Date Agreement expires 30/4/82

SIGNATURE \_\_\_\_\_

404 990209

INSTRUCTIONS FOR COMPLETION OF TRANSMITTAL FORM

QUESTION 1 - a) Self explanatory

b) The initial submissions will, of course, not have a File No. Subsequent submissions should bear the file number assigned to the Agreement summary which it will replace in the Survey Service.

QUESTION 2 - a) In many cases involving construction collective agreements, it is at times difficult to identify the employer parties to the Agreement.

In the case of a mixed association, if the application of the agreement is restricted to a section, please identify the section to which the agreement applies.

In the case of a Trade association, give the association's full name.

In the case of named members of a Trade association or a section of a mixed association please specify e.g. 12 named members of \_\_\_\_\_

Where the agreement is not negotiated in the name of an association but there are several employer parties to the agreement please show as e.g. group of 8 general contractors or 7 electrical contractors etc.

b) Please give full name of the Union including the number of the Local.

QUESTION 3 - This information is required by the Canada Department of Labour for statistical purposes and to measure average changes to wages and total package costs in the construction industry. The number should include all members of the Union who usually work under the particular agreement, workers on temporary work permits, and Union members on travelling cards at the time the agreement is executed. In cases where the same Local Union has different agreements for separate industry sectors e.g. Roadbuilding - Residential Construction - Building Construction, list only the number of workmen to which the Agreement applies. Consultations with the Local Union(s) to ascertain the proper numbers is suggested. If, however, you are unable to get the information, alert the Analyst by stating "check with Union".

QUESTION 4 - This should include the number of contractors who will be bound by the agreement at the time it is executed.

QUESTION 5 - Self explanatory.

QUESTION 6 - Many construction agreements apply to only one sector while others apply to more than one sector. Please indicate all sectors the parties intended the agreement to cover.

QUESTION 7 - As indicated, this information is required to measure change from one Agreement to the next.

QUESTION 8 - Self explanatory.

SOURCE	CA		
EFF.	01	05	80
TERM.	30	04	82
No. OF EMPLOYEES			
Nombre			
NEW MEN			

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY, 1980

REFRIGERATION AIR CONDITIONING SERVICE AND INSTALLATION WORKERS, LOCAL UNION 516, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA - A.F.L. C.I.O. C.L.C.

32 Contractors

The Construction Labour Relations Association of British Columbia, as Party of the first part, and Local Union No. 516, Refrigeration Service and Installation Workers of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, affiliated with the AFL-CIO-CLC, as Party of the second part, do enter into this Agreement, with jurisdiction in the entire Province of British Columbia, the articles of which are outlined and the terms prescribed in this Agreement.

The purpose of the Agreement shall be to standardize the working conditions of all Employees engaged in the repair and installation of refrigeration, air-conditioning equipment and heat pumps. Further, to establish and maintain fair conditions of labour for all Employees and to provide protection for Employers and Employees in the Industry. It shall also be the purpose of this Agreement to increase the efficiency of workers and to set up a method of settling any differences which may arise between the Parties to this Agreement in a just and equitable manner.

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

CLAUSE 1 -- UNION RECOGNITION BY THE EMPLOYER

The Party of the first part hereby agrees to recognize the Local Union No. 516, the Party of the second part, and to engage and employ only members in good standing of this organization in the carrying out of work in connection with the servicing and installation of all refrigeration, air-conditioning, heat pump equipment and transport refrigeration equipment, marine refrigeration and recreational vehicle air conditioning, including all secondary refrigerants, piping and equipment.

It is understood that this is to include all classes of labour as outlined in Clause No. 2 of this Agreement.

The Employer shall employ only members in good standing who have been cleared and dispatched by U.A., Local 516. The Employer shall have the right of one hundred percent (100%) name request of the U.A. Local 516's "out of work list". All men dispatched must possess a dispatch slip signed by the Business Manager before commencing work.

Any violation of this clause will be referred to the Joint Conference Board, provided for in Clauses ten (10) and eleven (11) of the Collective Agreement.

Employers reserve the right to refuse to hire Union members who are not acceptable to the Employer. If such refusal takes place the Business Manager of the Union may request a written statement outlining the reasons for the refusal and the Employer shall supply such written statement.

Should the Local Union be unable to supply such skilled mechanics at the request of the Employer, it shall be the privilege of the Employer under the terms of this Agreement to engage or employ such help as shall be required for this purpose. This privilege shall be subject to the following conditions:

- (a) The Party of the first part agrees to notify the Party of the second part that such help has been employed and to obtain their approval. This does not include common labourers but shall include helpers.
- (b) Should the work for which such extra help is required be installation work, then, whenever practicable, apprentices as are already employed by the Party of the first part shall be advanced to the status of journeymen and used as such for this work and paid journeymen's rate of pay.

On service work only which can normally be performed by an apprentice and where such work would be beneficial to the training of the apprentice, apprentices in their final two (2) years may be assigned to work alone. Any question arising as to the assignment of work under this paragraph shall be referred to the Joint Conference Board provided for in Clause 10 for decision.

- (c) Such privilege shall be revoked for a maximum of thirty (30) days.

The union recognizes that the Employer has the right and responsibility to direct and manage his business, to designate methods and procedures in writing as to how work is to be completed following job specifications and safety regulations and/or the Refrigeration code of B.C., the Gas Act, the Electrical Act and all applicable acts.

- (d) An Employee shall adhere to the Employer's Company policy providing the Company Policy does not conflict with this Agreement. Conflicts, if any, shall be referred to the Joint Conference Board.

## CLAUSE 2

- (a) Rate for apprentices to be decided by the B.C. Provincial Apprenticeship Act. It is understood that apprentices in their final year of apprenticeship will be allowed to go on a job on their own (doing service work only) and be paid standard final year rate of pay. Apprentice to journeyman ratio shall be one to one and one to three thereafter in the shop and on the job. In the event of a journeyman being called off the job for some emergency he will be allowed an absence of three (3) hours before the senior apprentice on the job is elevated to journeymans rate of pay. The Joint Conference Board may, by mutual agreement reduce the apprentice to journeyman ratio on application by a company signatory to this agreement.

## CLAUSE 2A -- RATIO OF HELPERS AND APPRENTICES TO JOURNEYMEN

- (a) Refrigeration apprentices when available shall be employed on work covered by this agreement on the ratio of one apprentice or helper to one journeyman, and the ratio of one apprentice or helper to every three journeyman thereafter, provided however, that it be understood that there are or may be situations where this ratio would be impractical and in which case the Employer will consult with the Business Manager of Local Union 516 with a view to finding a mutually acceptable solution. Under no circumstances must a helper be working on any refrigeration equipment unless accompanied by a refrigeration journeyman. All work of helper to be governed by the journeyman. Should an apprentice be unemployed and a helper is required, the unemployed apprentice is to be hired as a helper on a helper basis.



It is further understood that under the terms of this Agreement the Employer shall be permitted the use of such Union common labour as shall be necessary. Under no circumstances shall such Union common labour be allowed to fabricate, fit, assemble, disassemble, install, repair any refrigeration equipment, air-conditioning or heat pumps.

- (b) When the Employer employs five (5) ~~or more members of~~ Local 516 on a job, one (1) shall be designated a working foreman and shall be paid a premium of ten percent (10%) above his regular wage rate for each hour he works as a foreman.
- (c) The Local Union No. 516 reserves the right to qualify and control all advancement of status as set forth under any circumstances such as qualifications or capabilities of any individual.
- (d) It shall be the responsibility of the refrigeration journeyman to obtain a signature from a responsible party for whom the work was carried out, if the Employer so requests.
- (e) Employees will not be asked to cross picket lines in cases of legal strikes by other Unions unless permission is granted by the striking union.
- (f) The Employer shall allow time off work for any man who is serving on a Union Committee, or for the purpose of serving as a Union Delegate to any conference or function at no cost to the Employer.
- (g) Business Agents or the Business Representative shall have access to all construction jobs and shops covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foreman.
- (h) It is understood that both parties shall recognize and observe the provisions of the British Columbia Provincial Apprenticeship Act, the Refrigeration Code, the Boiler Pressure Vessel Act and the Workers' Compensation Board Regulations.
- (i) Manufactured tubular or ready-made metal scaffolding must be erected by members of Local 516 when same is required for the installation of piping materials etc., unless the said scaffolding has already been erected for use by other crafts.
- (j) Employees will not be required to supply rigging material and equipment.
- (k) The Employer agrees to the appointment of a job steward by the Business Manager on any job designated by the business manager. It is understood that the execution of his union functions shall not interfere with the normal patterns of work, job stewards will be given appropriate training under the auspices of the union.
- (l) A telephone shall be available whenever practicable for incoming or outgoing emergency purposes and incoming messages shall be relayed immediately,
- (m) It is agreed that where there is no running tap water available cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets will be supplied.
- (n) Camp accommodations shall be those as established by the B.C. and Yukon Building Trades Council.

- (o) Gas masks will be supplied on the basis of one freon mask per service vehicle.
- (p) Upon termination, the employee will be allowed one (1) hour with pay to pick up his tools. The Employer will provide transportation to the employees residence for the employee and his tools in those cases where the employee operates an employer supplied vehicle.

CLAUSE 3 -- HOURS OF LABOUR

- (a) The hours of labour shall be seven and one-half (7 1/2) hours per day, Mondays to Fridays inclusive. Under the terms of this Agreement this shall be the standard week of thirty-seven and one-half (37 1/2) hours.

On service work, where it is mutually agreed between the Employer and the Employee, an Employee's normal work week may include Saturday as a normal straight-time day and his other day off would be on an overtime basis if he is required to work that day. The Employer agrees to guarantee seven and one-half (7 1/2) hours pay at the straight-time rate for work performed on Saturdays when this paragraph becomes operative. Such work to be prescheduled and days off to be consecutive.

- (b) It shall not be permitted to stagger the hours of employment in any shop, but all Employees shall have a set starting and quitting time, and the said starting time shall not be later than 9:00 a.m. This shall not exclude the setting up of extra shifts, but such extra shifts shall not overlap the existing shift in excess of two hours.

- (c) STANDBY TIME

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

Monday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Tuesday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Wednesday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Thursday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Friday	1 hour at straight time plus actual hours worked at the prevailing rate.
Saturday	2 1/2 hours at straight time plus actual hours worked at the prevailing rate.
Sunday	2 1/2 hours at straight time plus actual hours worked at the prevailing rate.

- (d) In the event of it becoming necessary to work more than one shift, such extra shifts or shift shall be for a minimum period of three nights and Employees engaged for such shifts shall receive eight and one-half (8 1/2) hours wages for seven and one-half (7 1/2) hours work, No Employee shall work through two consecutive shifts in any calendar day, as set forth in this Section (d).

Shift work and the approximate size of crews shall be established prior to commencing the shifts and the Union shall be notified prior to such commencement.

- (e) On industrial projects the Employee's shift shall start and end at the change shack or a location as mutually agreed between the Employees and the Employer. Should an appreciable distance remain for Employees to travel to and **from** the gate, a job conference shall at the option of the Union be called to make suitable arrangements. This provision shall also apply to lunch breaks.
- (f) If a man reports for work and the Employer has failed to notify him previously that his services are not required, he shall be paid a minimum of **four** (4) hours pay. Or if an Employee is called out on an off day he shall receive a minimum of two (2) hours pay at the prevailing rate of pay. When an Employee is called out from his place of residence after the regular shift double time rates shall apply.
- (g) All service work carried out by Employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate of time and one-half from the Employees' quitting time until two (2) hours after and double time thereafter. Overtime on such extra shifts as may exist shall be computed on an exact similar basis. All work carried out on Saturday, Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate **of** double time.
- (h) All installation (construction) work carried out by Employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate of double time. Overtime on such extra shifts as may exist shall be computed on an exact similar basis. All work carried out on Saturday, Sunday and Statutory Holidays recognized by this Agreement shall be paid **for** at the rate of double time.
- (i) Where Employer has prior knowledge of an impending lay-off, and in his opinion it is practical to **do** so, the Employer shall give 24 hour notice of lay-off to those Employees who will be affected.
- (j) Employees shall be given their Unemployment Insurance Separation Certificate at time of discharge or lay-off on the job, or where possible arrangements made whereby their cheque and Unemployment Insurance Separation Certificate will be mailed to them not later than the following day, providing the Employee has turned in time sheets.
- (k) All welders and Refrigeration Journeymen welding on galvanized material shall be paid at the rate of time and one-half for actual hours worked. All welders and Refrigeration Journeymen welding on Sulphur Dioxide equipment shall be paid at the rate of double time *for* actual hours worked, and shall be supplied milk.
- (l) Effective May 1, 1980 when a Refrigeration T.Q. holder is assigned to do work requiring an additional ticket or tickets he shall be paid an additional seventy cents (70¢) per hour while performing work appropriate to that ticket. (excluding welding ticket).
- (m) Employees shall be granted once in the morning and once in the afternoon a "Coffee Break" of ten (10) minutes duration from time of work cessation to the time work recommences. **The** specific time of the breaks shall be mutually agreed upon.

- (n) Employees working on ammonia equipment shall be provided by the Employer with an ammonia gas mask in good working condition.
- (o) All service vehicles shall be equipped with a bulk-head behind the driver and passenger seats, a first aid kit and a fire extinguisher in good working order. Hearing protection shall also be provided in accordance with the Workers' Compensation Board Regulations.
- (p) It shall be the policy of the employer to endeavour where there are five (5) or more journeymen employed by an employer, that every fifth journeyman shall be fifty (50) years of age or over if available.

CLAUSE 4 -- BASIC MINIMUM WAGE SCALE AND FRINGE PAYMENTS

- (a) Under the terms of this Agreement both parties shall agree to the following minimum rates of pay as outlined herein:

<u>Journeymen</u>	<u>Rate Per Hour</u>	<u>Holiday Pay</u> *	<u>Health &amp; Welfare</u>
Effective May 1/80	\$ 14.14	\$ 1.70	\$ .50
Effective May 1/81	\$ 15.70	\$ 1.88	\$ .55
<u>Helpers</u>			
Effective May 1/80	\$ 10.61	\$ 1.27	\$ .50
Effective May 1/81	\$ 11.78	\$ 1.41	\$ .55
<u>Foremen</u>			
	<u>Rate Per Hour</u>	<u>Holiday Pay</u>	<u>Health &amp; Welfare</u>
Effective May 1/80	\$ 15.55	\$ 1.86	\$ .50
Effective May 1/81	\$ 17.27	\$ 2.07	\$ .55

Four Year Plan Effective May 1, 1980 - April 30, 1981

<u>Apprentices</u>		<u>Wages</u>	<u>Holiday Pay</u>	<u>Health &amp; Welfare</u>
1st six months	50%	\$ 7.07	\$ .85	\$ .50
2nd six months	55%	7.78	.93	.50
3rd six months	60%	8.48	1.02	.50
4th six months	65%	9.19	1.10	.50
5th six months	70%	9.90	1.19	.50
6th six months	75%	10.61	1.27	.50
7th six months	80%	11.31	1.36	.50
8th six months	90%	12.73	1.53	.50

Four Year Plan Effective May 1, 1981 - April 30, 1982

<u>Apprentices</u>		<u>Wages</u>	<u>Holiday Pay</u>	<u>Health &amp; Welfare</u>
1st six months	50%	\$ 7.85	\$ .94	\$ .55
2nd six months	55%	8.64	1.04	.55
3rd six months	60%	9.42	1.13	.55
4th six months	65%	10.21	1.23	.55
5th six months	70%	10.99	1.32	.55
6th six months	75%	11.78	1.41	.55
7th six months	80%	12.56	1.51	.55
8th six months	90%	14.13	1.70	.55

On calculating weekly earnings where the total works out to a fraction of a cent, the full cent to be paid,

\* Holiday - the figures noted above have been rounded to the nearest cent.

(b) Trade Evaluation

The Employer signatory to this Agreement shall, effective May 1, 1981, implement the findings and recommendations of the Trade Evaluation Program as agreed upon between the Refrigeration Workers Union and Construction Labour Relations Association of B.C.

- (c) It is understood that Local Union No. 516 shall not require any individual to submit to any reduction in wages if he receives a wage scale in excess of the foregoing.
- (d) It is also agreed that where an employer desires to pay and the employees desire to receive wages on a salary basis computed by the week or month, this shall be permitted providing that such salary is based on the minimum hourly rates as set forth in Clause 4(a). Where salaried employees work overtime, the employees rate of pay shall be computed in accordance with Clause 3(g) and 3(h).
- (e) Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three weeks annual vacation, and six percent (6%) for Statutory Holidays. The recognized "Statutory" Holidays are: New Year's Day, third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Dominion Day, the Friday before B.C. Day, B.C. Day, the Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Government.

When a Statutory Holiday falls on a Saturday or Sunday, the following work day or days shall be taken off in lieu.

When a service mechanic is required for service work on Statutory Holidays recognized by this Agreement that are not Provincial or Federal recognized holidays, he shall be paid at straight time rates. If a service mechanic is required to work on one of these days, he shall arrange to have a day off without pay by mutual agreement with his Employer.

By mutual agreement between the Employer and the Employee Vacation and Statutory Holiday Pay shall be paid at time of annual vacation, on termination or every three months.

Employees shall receive three weeks annual vacation which may be taken in more than one period, but shall not be unduly fragmented. The annual vacation period shall be determined by mutual arrangement between Employer and Employee.

- (f) (i) Effective July 23, 1980 Tool allowance to be paid on an Employee's regular pay day on the basis of sixteen cents (166) per day per one hundred dollar (\$100.00) value in hand or other tools that are useful to the Company. Each Employee shall provide the Employer with a list of such tools, at time of hiring and once each calendar year thereafter. The price evaluation of tools shall be based on the current cataloguing of Refrigeration Wholesalers and/or the Craftsman Tools Catalogue. Employees to re-evaluate tools on December 31st of each year.

#### Tool Insurance

- (ii) The Employer shall insure an Employee's tools on the basis of tool for tool and make for make to the value of tools agreed to between the Employer and the employee. This coverage will only apply in cases of fire and theft by forced entry.

Welders to receive an additional fifty-five cents (556) per week over and above their tool allowance to be applied to their D.P.W. Welding Tickets.

Apprentice =

- (iii) If required, the Employer shall supply a first year apprentice with a full set of tools in accordance with the attached tool list following the probationary period. The cost of these tools shall be deducted from the apprentice's wages at the rate of ten percent (10%) of the total value per month. If the apprentice ceases to be an Employee of the Employer, the apprentice shall pay the difference between the amount paid and the amount owing to the Employer. Tool allowance shall be paid in accordance with the above section.
- (iv) The minimum set of hand tools to be supplied by the employee shall be as follows:
1. Tool Box
  2. Flaring Tools 1/4" to 5/8"
  3. 1 set Gauges
  4. 1 Gauge manifold c/w hoses
  5. 1 set combination **box** and open end wrenches to 1"
  6. 1 - 1/4" socket set
  7. 1 - 3/8" socket set
  8. 3 sizes Robertson screw drivers (#6-8-10)
  9. 3 sizes Philips screw drivers
  10. 1 - 8' measuring tape
  11. 1 pair diagonal cutting pliers
  12. 1 - 8' adjustable wrench
  13. 1 - Ratchet service valve wrench 1/4" and 3/8" sizes
  14. 1 - 3/8" bend spring
  15. 1 - 1/2" bend spring
  16. 1 - 5/8" bend spring
  17. 1 - Leak detector (halide or bernzometric)
  18. 1 - Hack saw
  19. 1 Ball pean hammer
  20. 1 - Tube cutter to 1 5/8"
  21. 1 - Pair needle nose pliers
  22. 1 - 10" vice grip or pipe wrench
  23. 3 - Flat blade screw drivers (1 control size - 2 assort)
  24. 1 - Straight cut tin snips
  25. 1 Jack knife

(v) The employer shall supply:

- all pipe wrenches, vices, taps and dies
- all electric tools
- all electric measuring instruments
- all machinist measuring instruments
- all air and gas measuring devices
- all gas containers
- all welding equipment including welders gloves
- specialty tools
- vacuum pump
- power tools

(g) HEALTH AND WELFARE PLAN

Effective May 1, 1980 each Employer shall contribute fifty cents (50¢) per hour earned by each Employee by the fifteenth (15th) day of the month following that which contributions cover to the Health and Welfare Plan. Operation of this Plan shall be governed by the Union Trustees of the Health and Welfare Plan, such Trustees to be selected in accordance with the terms of the Welfare Trust Document. Effective May 1, 1981 this amount shall be increased to fifty-five cents (55¢) per hour. Each Employer shall provide each of his **Employees** with an itemized statement each pay day showing the amount remitted to the Health and Welfare Plan.

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

The Employer agrees to submit his payroll records to audit at any time he is required to do so by the Health and Welfare Plan Trustees. The Trustees shall appoint the auditor to conduct the necessary investigation.

(h) PENALTIES FOR DELINQUENT PAYMENT OF CONTRIBUTIONS AND/OR DEDUCTIONS

- (a) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency,
- (b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. The amount of the penalty to go to the appropriate fund.

CLAUSE 5 -- TRANSPORTATION AND TRAVELLING COMPENSATION

- (a) Effective May 1, 1980 any Employees sent out of town shall receive their board and transportation to and from such work. If travelling at night, a sleeper shall be provided. Room and board shall be provided on such out of town work or a subsistence allowance of twenty-six dollars (\$26.00) per day shall be allowed plus additional allowances upon receipt of vouchers covering total expenditures.
- (b) TRAVELLING TIME BY PUBLIC TRANSPORTATION during normal Forking week shall be paid for at the rate of single time based on eight (8) hours in twenty-four (24) hours: Two hours straight time to be paid going and two hours return if called upon to travel by public transportation before or after normal working day. Where an Employer requests an Employee to travel by public conveyance on Saturdays or Sundays, he shall be paid at double time rate outgoing and single time rate on the return trip.
- (c) Where an Employee is required to drive a vehicle on out-of-town work, such hours of driving shall be paid for at the same rate as working time.
- (d) Effective May 1, 1980 when an Employee is requested by an Employer to use his vehicle on service work the Employee shall be paid fifty-five cents (55¢) per mile.

Effective May 1, 1980 on installation work where a Union member might be expected to go direct to the jobsite from his home in his own vehicle and said jobsite was outside the free zone, then mileage forty cents (40¢) would be paid from the nearest point of the free zone. Union members are expected to be on the jobsite from 8:00 a.m. to 4:00 p.m. if same is in the free zone, and to be at the nearest point of the free zone to the jobsite at 8:00 a.m. and 4:00 p.m. If an Employer wishes to have the Union member on the jobsite from 8:00 a.m. to 4:00 p.m. even though the jobsite is outside the free zone then straight time for travelling would have to be paid (See Zone diagram on last page). Effective May 1, 1981 this amount shall be increased to forty-five cents (45¢) per mile.

The conditions in this paragraph will also apply to members using a company owned vehicle on installation work except that the mileage allowance will not apply.

All contractors having their place of business outside the Vancouver Free Zone shall have the options of:-

- (1) Designating their place of business as if they were in the Vancouver Free Zone; or
- (2) Designating an area bounded by a four (4) mile straight line radius around their shop or place of business as their free zone. In no case shall this area infringe on the Vancouver free Zone,

If a contractor designates the Vancouver Free Zone and his place of business is outside of the Vancouver Free Zone, no mileage shall be applicable for Employees reporting to work at the shop.

At time of signing each contractor shall designate his free zone. This may only be changed if the Employer changes location during the term of this Agreement.

- (e) Personal cars or trucks to carry only hand tools, small refrigerant cylinders and small service parts.
- (f) When employees are working on service calls only, parking expenses shall be paid by the Employer, including parking violations.
- (g) The Employer agrees that all service vehicles shall be maintained to at least the minimum standards set by the Workers' Compensation Board and that said service vehicles must have a current motor vehicle safety inspection certificate.
- (h) Employees shall not be required to pay any company expenses from their own funds.
- (i) The Company will provide employees with credit cards for use in company supplied service vehicles only. Such credit cards to be used for the purchase of gas, oil, service or other such minor repairs to the Company service vehicle.
- (j) The employee shall not use his own personal car for the transportation of the Employers tools.
- (k) Ownership of a car shall not be considered as a condition of employment.
- (l) Effective May 1, 1980 any employee who is accommodated by the Employer in camps may on any weekend vacate or checkout of such accommodation and the Employer shall pay him eight dollars and twenty-five cents (\$8.25). Any Employee who is accommodated by the Employer in motels and hotels may on any weekend vacate or checkout of such accommodation and the Employer shall pay him eleven dollars (\$11.00) per day. (Effective May 1, 1981 these amounts to be increased to \$9.00 per day in camps and \$12.00 per day in motel/hotel accommodation.)

(m) PERIODIC LEAVE

On out-of-town projects, of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living-out-allowances shall not be paid during leave periods.

This clause will apply to those agreements where Compassionate Leave, Turn-arounds or Longevity provisions do not apply and shall become effective sixty (60) days from the date of signing of the Memorandum of Understanding. (Operative Date: September 20, 1980)



CLAUSE 6 -- PAY DAYS

- (1) The Employer shall at least every second Friday, pay to each Employee covered by this Agreement, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day.
- (2) Exchange charges within British Columbia will be added to the cheque, ~~or~~ otherwise provided ~~for~~ by the Employer.
- (3) Any employer who wishes to mail employees cheques must have the consent of the employee.
- (4) Charges ~~for~~ cheque cashing within any Territorial Jurisdiction of Local Union 516 are the responsibility of the Employer.

CLAUSE 7

(a) It is agreed by both Parties that the check-off system for collection of Union dues shall be used.

(b) SUPPLEMENTARY DUES (Effective August 1, 1980)

The Employer shall deduct ~~for~~ a Dues Supplement an amount of 1% of hourly gross wages, not to include fringe benefits (i.e. Holiday Pay, Health & Welfare, Pension) earned by all Employees while working under the terms of this agreement and forward same to the Financial Secretary of Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which the deduction was made. Such deduction to require the employee authorization prior to such deduction being commenced.

(c) B.C. & YUKON BUILDING & CONSTRUCTION TRADES COUNCIL

Effective May 1, 1980 the Employer shall contribute one and one-half cents (1½¢) per hour earned by all Employees while working under the terms and conditions of this Agreement and forward same to the Financial Secretary of Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which the deduction was made. Effective May 1, 1981 this amount shall become two cents (2¢) per hour.

CLAUSE 8 -- OWNER OPERATOR/RIG WELDER

- (a) 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.
- (b) The Employer agrees that he will not under any circumstances engage a Rig Welder to perform work for him unless and until the Rig Welder prior to commencement of such:
  - (1) Proves to the Employer that he is a member in good standing of Local Union 516.

- (2) Signs a written form of authorization which shall be irrevocable during the period in which the Owner Operator performs such work authorizing and directing the Employer to deduct from the pay, remuneration, or compensation earned by the Owner Operator, the sum required to pay the total contributions for trust funds as per Clause 4(f), Clause 16 and the supplemental dues check-off as per Clause 7 for each hour earned and to remit the same as per Clause 4(f).
- (c) The rate established shall include all benefits that are otherwise contained in the Collective Agreement.

CLAUSE 9 -- EMPLOYER, WORKER STATUS

- (a) It is understood that under the terms of this Agreement any person conducting a shop and signatory to this Agreement shall retain the right to work with the tools, providing agreement has been reached between contractors and the Local Union, and shall engage such mechanics as are necessary under the terms of this Agreement, and in strict accordance with its provisions. On field work all persons working with the tools shall hold Union Membership.
- (b) All independent operators who are members of the Union agree to charge for their services at the prevailing hourly rates and shall pay monies to the Health and Welfare Plan and Industry Promotion Fund in accordance with this Agreement.
- (c) Out-of-town warranty work to be carried out by certified members of Local No. 516.

CLAUSE 10

A Joint Conference Board will be formed of five (5) Employers and five (5) members of the Local Union who shall meet as requested by either party, at which meeting three (3) members of each party will form a quorum; such Board will have power on behalf of the respective Parties hereto to adjust trade disputes, grievances, or establish regulations governing the conduct of their members.

CLAUSE 11

- (a) In case of any dispute or grievance arising that cannot be settled informally by the member representative of the Union and Employer, it will be referred to representatives of the Parties. If the dispute or grievance remains unsettled it will then be referred to the Joint Conference Board and such Board shall meet within twenty-four (24) hours if necessary. In any case, any grievance that is not submitted in writing to the other Party within one (1) week of the time the cause of such grievance should have been known, shall be deemed to have been abandoned. Any variation from this clause would only take place in very exceptional circumstances such as a complete lack of communications facilities, etc.
- (b) If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Joint Conference Board 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.
- (c) A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the Parties and their members.

CLAUSE 12 -- ARBITRATION PROCEDURE

- (a) 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 refuse 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.

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.

If the Joint Conference Board dead-lock on the validity of a dispute or grievance then such dispute or grievance may be processed in accordance with the procedure outlined under Clause 12 (Section 12(b) to 12(g) inclusive).

- (b) 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 clause shall preclude the right of any signer to this Agreement to proceed to arbitration.
- (c) 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.
- (d) The two Arbitrators as appointed shall confer to select a third person to be Chairman, and failing **for** three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third member.
- (e) The Arbitration Board shall sit, hear the Parties settle the term of the question or questions to be arbitrated, and make its award within ten (10) days **from** the date **of** the appointment of the Chairman, provided that the time may be extended by agreement of the Parties.
- (f) The Board shall deliver its award in writing to each of the Parties, and the award of the majority of the Board shall be the award of the Board and **it** shall be final and binding upon the Parties and they shall carry **it** out forthwith.
- (g) 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 sub-section (a) of this Clause) shall be paid by the Party the said appointee is representing. One-half the compensation of the Chairman and the stenographer and other expenses of the Arbitration Board shall be paid by each Party.

CLAUSE 13 -- PROCEDURE TO BECOME SIGNERS

- (a) The Union agrees that its members will only work for Employers who are signatory to this Agreement in its existing form or as amended by the Parties hereto.
- (b) In the event other Employers desire to become signatory to this Agreement, such request shall be submitted to the Joint Conference Board for its consideration and approval.
- (c) Notwithstanding the above Clause, the Union shall be allowed to organize through the due process of the law.

CLAUSE 14 -- WAGE BOND

Before union members are dispatched to any Employer who has not been signatory to a Local 516 Agreement in British Columbia for a minimum of two years, such Employer may be required to deposit a bond suitable to the Union, up to a maximum of three thousand dollars (\$3,000) per Employee and a total maximum of sixteen thousand dollars (\$16,000) with the Union for use in default of payment of wages, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions provided by the Collective Agreement. When no longer required, such bond, by mutual consent of the Union and the Employer concerned, shall be terminated, but in any case shall be terminated within two years.

CLAUSE 15 -- SAVINGS CLAUSE

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

The Parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purpose of attempting to agree upon lawful replacements. In the absence of agreement, replacement provisions will be subject to the grievance and arbitration procedure without stoppage of work as provided for in this Agreement, PROVIDING HOWEVER, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object and intent as the part or parts severed, and not to new issues or matters.

CLAUSE 16 -- INDUSTRY PROMOTION FUND

- (a) Each Employer shall contribute sixteen cents (.16¢) per hour earned by each Employee working under the terms of this Agreement to the Refrigeration Industry Promotion Fund. Effective July 1, 1980 this amount shall be increased to twenty cents (.20¢) per hour. This Fund will be used to promote programs of industry education, training, research and promotion, such programs serving to expand the market for services of the Refrigeration Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations and promote, support and improve the training and employment opportunities for Employees. Operation of this Fund shall be governed by the Trustees of the Refrigeration Industry Promotion Fund, such Trustees to be selected in accordance with the Trust Agreement.

The complete policies, management and control of this Fund will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement signed between the Parties to this agreement and amendments thereto.

(b) JOURNEYMAN TRAINING & UPGRADING FUND

The Journeyman Training & Upgrading Fund will be used to promote programs of training and upgrading of journeymen in the Refrigeration Industry and such other functions as established by the Trustees of this Fund. The Trustees of this Fund shall be four (4) in number composed of two (2) Union nominees and two (2) Refrigeration and Air Conditioning Contractors Association of British Columbia nominees (2). A quorum shall consist of two nominees (1 Union and 1 R.A.C.A.). The complete policies, management and control of this Fund will be controlled by the Trustees in accordance with the trust document signed between the parties.

The Industry Promotion Fund shall forward monthly one cent (1¢) per hour earned out of the Industry Promotion Fund contributions of twenty cents (20¢) to the Journeyman Training & Upgrading Fund.

CLAUSE 17

This Agreement shall be for the period from and including May 1, 1980 to and including April 30, 1982, and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of the expiry of the Agreement (April 30, 1982) *or* immediately preceding the first day of May in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining. Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither Party shall make any change in the terms of the said Agreement (*or* increase *or* decrease the rate of pay of any Employee for whom collective bargaining is being conducted *or* alter any other terms *or* conditions of employment) until:

- (a) The Union shall give notice to strike (or until the Union goes on strike); *or*,
- (b) The Employer shall give notice to lock out (or the Employer shall lock out its Employees); *or*,
- (c) The Parties shall conclude a renewal *or* revision of this Agreement *or* enter into a new Collective Agreement; whichever is the earliest.

The operation of Section 66(2) of the Labour Code of British Columbia Act is hereby excluded.

If, during the life of this Agreement there should arise any difficulty *or* misunderstanding as to the interpretation of any part *or* clause of the Agreement that section *or* part of the Agreement may be amended by mutual consent of the two Parties.

CLAUSE 18 -- WITHDRAWAL OF MEMBERS

The Employer agrees that on new construction work the Union may withdraw its members:

1. If any signator to this agreement employs any non-union workmen whose work falls within the jurisdiction of Local 516.
2. The continued employment by the Employer of any person required by the union to join the union who has failed to join the union.
3. Failure of the Employer to remit on time any monies due him by the Health and Welfare Fund, dues checkoff or any other fund coming within the scope of this agreement.
4. The subcontracting by any signator contractor of work falling under the jurisdiction of Local 516 to a non-signator of this agreement when members of Local 516 are available.
5. Any contractor that publicly advertise for a vacancy without the prior knowledge and approval of the Business Manager and such approval shall not be unreasonably withheld. This clause to be applicable to construction *or* service work.
6. The Employer agrees that *it* will in no way discriminate against any member of Local 516 who exercise his rights under this clause.

CLAUSE 19 - RESERVATIONS CLAUSE

Subject to reasonable notice given to the Contractor, *it* shall not be a violation of this Agreement for the Union to withdraw its members from a job-site *or* sites for:

- (a) Rendering assistance to Labour Organizations.
- (b) Refusal on the part of Union members to *work with* non-union workmen.
- (c) Refusal on the part of Union members to handle any materials, equipment *or* product declared unfair by Building Trades Councils; *or* manufactured, assembled *or* produced by an Employer whose employees are on strike against *or* are locked out by an Employer.

CLAUSE 20 -- UNION LABELS

The Union, while retaining ultimate control of the International's Labels, may supply to the Employer Union Labels to identify fair products fabricated under the terms of this Agreement.

CLAUSE 21 -- REDUCTION IN CREWS

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:

- (a) The Potential Member (Permit)
- (b) The Travel Card Members
- (c) Members of Local 516

If the Employer finds it necessary to keep the Travel Card or Permit Man employed, then in such case he shall consult the Business Manager of the Union and receive his permission to do so.

CLAUSE 22 -- B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

- (a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute; it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- (b) The Employer shall upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- (c) The participating Employer Association shall inform their stipulated member, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- (f) The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.
- (g) Effective March 1, 1978 one-half cent (\$.005) per hour for all classifications covered by this collective agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this collective agreement (hours worked or hours earned as the case may be).
- (h) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

- (i) It is agreed that the target date for implementation of the Plan shall be March 1, 1978. At the conclusion of one (1) year of operation, the Trustees of the Plan will make a general financial review and should the funding require modification, the Trustees will inform all parties of any agreed upon change together with the effective date of the modification. It is agreed that the decision of the Trustees shall be final and binding upon all parties.

It is mutually agreed and understood that the Trustees of the Jurisdictional Assignment Plan shall provide opportunity for every party to the Plan to voice criticisms and/or place before the Trustees for consideration, amendments to the Plan.

- (j) Accordingly the Trustees shall within ninety (90) days of the signing of this agreement, invite submissions from any interested party. The Trustees shall provide opportunity for oral discussion attendant to such submissions,
- (k) Upon consideration of the aforementioned submission, the Trustees will make recommendations for changes to the Jurisdictional Assignment Plan, to the parties.

CLAUSE-23 -- UNDERGROUND WORK

- (a) On industrial projects, employees required to **work** underground shall receive prevailing rate plus ten percent (10%). This clause shall not apply to work performed in basements of buildings or open ditches.

CLAUSE 24 -- SAFETY CLAUSE

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

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

CLAUSE 25 -- MULTI-EMPLOYER CERTIFICATION

It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall cooperate in and support in every way the institution, at the initiative of the Union, of multi-employer certification in accordance with Section 40 of the Labour Code of B.C.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July 1980) status quo between trades.

A copy of this Agreement shall be filed with the Dominion Industrial Relations Officer at Vancouver, and with the Minister of Labour for the Province of British Columbia.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS 14<sup>th</sup> DAY OF November, 1980.

FOR CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF  
BRITISH COLUMBIA

FOR REFRIGERATION AIR CONDITIONING  
SERVICE AND INSTALLATION WORKERS,  
LOCAL UNION 516, UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, A.F.L.  
C.I.O. C.L.C.

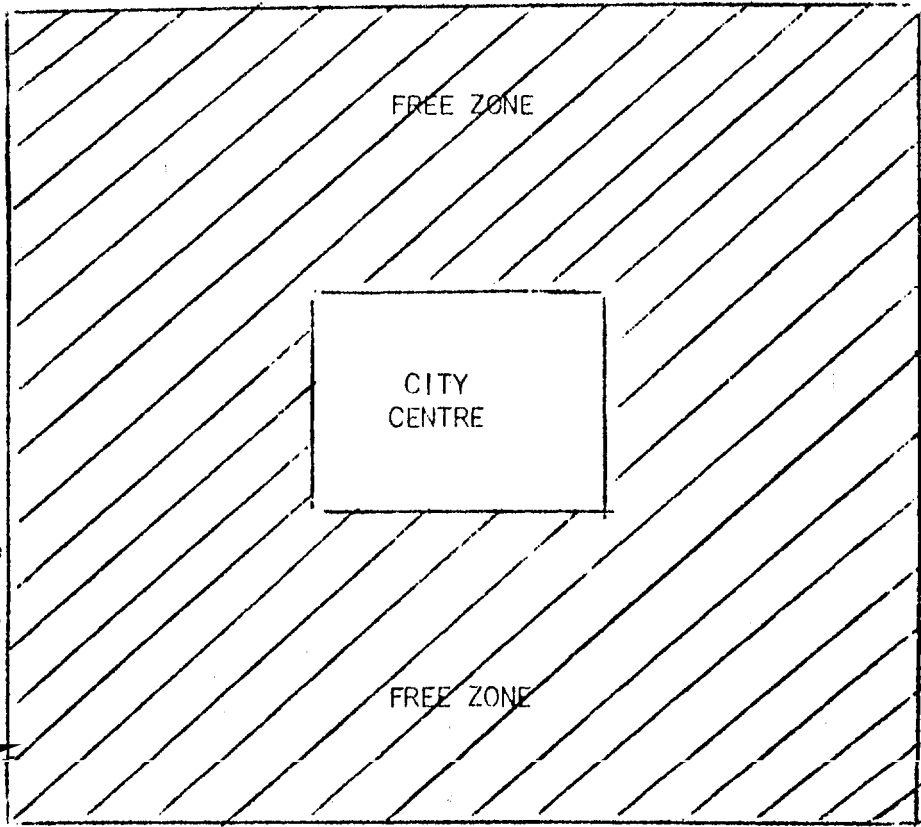


## TOOL LIST

The minimum set of hand tools shall be as follows:

1. Tool Box
2. Flaring Tools 1/4" to 5/8"
3. 1 set Gauges
4. 1 Gauge manifold c/w hoses
5. 1 set combination **box** and open end wrenches to 1"
6. 1 - 1/4" socket set
7. 1 - 3/8" socket set
8. 3 sizes Robertson screw drivers (#6-8-10)
9. 3 sizes Philips screw drivers
10. 1 - 8' measuring tape
11. 1 pair diagonal cutting pliers
12. 1 - 8" adjustable wrench
13. 1 - Ratchet service valve wrench 1/4" and 3/8" sizes
14. 1 - 3/8" bend spring
15. 1 - 1/2" bend spring
16. 1 - 5/8" bend spring
17. 1 - Leak detector (halide or bernzometric)
18. 1 - Hack saw
19. 1 Ball pean hammer
20. 1 - Tube cutter to 1 5/8"
21. 1 - Pair needle nose pliers
22. 1 - 10" vice grip **or** pipe wrench
23. 3 - Flat blade screw drivers (1 control size - 2 assorted)
24. 1 - Straight cut tin snips
25. 1 Jack knife

NORTH  
BURRARD INLET

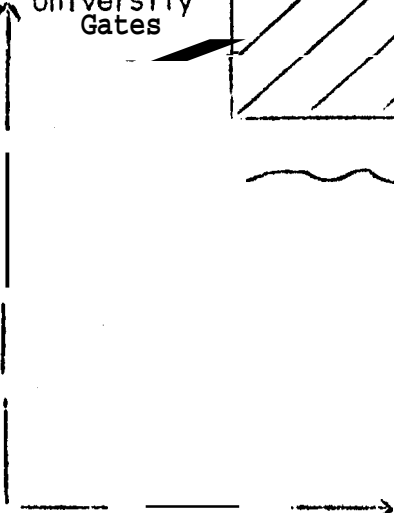


Example  
2 Miles

University  
Gates

EAST  
BOUNDARY ROAD

FRASER RIVER  
SOUTH



2 Miles return - 4 miles total x 25¢ per mile = \$1.00

EMERGENCY SERVICE ADDENDUM

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
B.C. ON ITS OWN BEHALF AND ON BEHALF OF ITS  
MEMBERS SET FORTH IN SCHEDULE "B" HERETO AND  
THOSE MEMBERS ADDED FROM TIME TO TIME BY  
MUTUAL AGREEMENT OF THE PARTIES.

(Hereinafter referred to as the Employer)

AND :

REFRIGERATION AIR CONDITIONING SERVICE AND  
INSTALLATION WORKERS UNION LOCAL 516

(Hereinafter referred to as the Union)

CLAUSE I - OBJECT

1.01 The object of this addendum is to protect the life and property of the clients of the Refrigeration Industry in the event of a strike or lock-out.

CLAUSE II - DURATION

2.01 This addendum will only become operative in the event of a strike by the Refrigeration Workers Union - Local 516 or by a lock-out by members of C.L.R.A. of B.C. Signatory to the Refrigeration Collective Agreement.

2.02 This addendum shall remain in full force and effect for the duration of either a strike or a lock-out by one of the parties to this addendum and may only be amended, cancelled or renewed during negotiations for the Standard Agreement.

CLAUSE III - TERMS OF EMPLOYMENT

3.01 Employees working under this addendum shall be employed in accordance with the terms and conditions of the Standard Agreement negotiated between the parties with the exception that any wage increase negotiated would be retroactive to the expiry of the Agreement (e.g. in 1980 negotiations retro back to May 1/80).

CLAUSE IV - SCOPE OF WORK

4.01 Emergency Service Work covered by this No Strike - No Lock Out Addendum is defined as work necessary to prevent serious injury to health or to the property of customers or the public and, without limiting the generality of the foregoing shall include:

- emergency repairs to truck refrigeration, marine refrigeration, manufacturing process cooling, computer and control room cooling;
- emergency repairs to public and private health care and hospital refrigeration, blood bank;
- emergency repairs to ice making and dairy refrigeration;
- emergency repair of equipment for the preservation of food, liquids or drugs and medicines.

4.02 "Emergency Work" does not include new construction, refit or remodelling work, preventive maintenance, or non-essential service work.

CLAUSE V - DESIGNATION

5.01 Upon notice of strike by the Union or Lock-Out by the Employer, each firm signatory to this addendum shall designate which of their employees will be employed as emergency service mechanics. The names of employees **so** designated shall be forwarded to C.L.R.A. of B.C. and the Union within five days (5) of date of either of the parties notice to strike or lock-out.

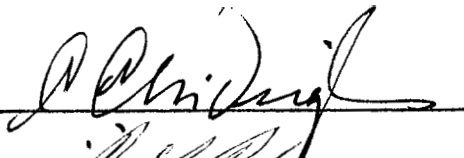

CLAUSE VI - VIOLATIONS

6.01 Employers found performing new installation work, refit work or work not covered by this addendum shall have their rights to operate under this addendum cancelled upon written notice by C.L.R. Any appeal in regard to this decision may be forwarded to the Board of Directors of the Association.

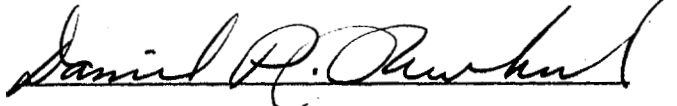
6.02 The Union has the right to picket any Employer found in violation of this addendum.

*Signed this 14<sup>th</sup> day November, 1980*  
SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF B.C.

  
\_\_\_\_\_  
  
\_\_\_\_\_

REFRIGERATION AIR CONDITIONING  
SERVICE & INSTALLATIONS WORKERS  
UNION LOCAL 516

  
\_\_\_\_\_  
\_\_\_\_\_

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE REFRIGERATION AIR CONDITIONING SERVICE AND INSTALLATION WORKERS, LOCAL UNION 516, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA A.F.L. - C.I.O. - C.L.C.

Lower Mainland

A & A Air Conditioning Ltd.	3785 Myrtle St., Burnaby, B.C.
Aerco Air Conditioning Ltd.	843 Beach Ave., Vancouver, B.C.
Allied Trane Air Conditioning Ltd.	3830 E. 1st Ave., Burnaby, B.C.
Black & McDonald Limited	1026 Auckland St., New Westminster, B.C.
B.C. Comfort Air Conditioning Limited	141 E. 7th Ave., Vancouver, B.C.
Broadway Refrigeration & Air Conditioning Co. Ltd.	1490 Venables St., Vancouver, B.C.
J.K. Campbell & Associates Ltd.	3831 No. 6 Rd., Richmond, B.C.
Canem Systems Ltd.	13551 Verdun Place, Richmond, B.C.
Century Plumbing & Heating Ltd.	P.O. Box 4, Chilliwack, B.C.
Cimco Limited	2150 Fir St., Vancouver, B.C.
Coast Air Conditioning Ltd.	233 E. 6th Ave., Vancouver, B.C.
Cory Lock Limited	2780 Olafson Ave., Richmond, B.C.
Dukes & Bradshaw Mechanical Ltd.	1495 Pemberton Ave., N. Vanc, B.C.
English & Le Page Ltd.	20300 Logan Ave., Langley, B.C.
General Refrigeration Engineering Ltd.	1766 W. 4th Ave., Vancouver, B.C.
Haakon Industries (Canada) Ltd.	11100 River Rd., Richmond, B.C.
Haida Air Conditioning Co. Ltd.	700 Queensbury Ave., Vancouver, B.C.
Honeywell Limited	Main P.O. Box 6580, Vancouver, B.C.
Jay-Cee Air Conditioning & Refrigeration Limited	4006 E. 1st Ave., Burnaby, B.C.
M.C.L. Refrigeration & Air Conditioning Co. Ltd.	595 W. 7th Ave., Vancouver, B.C.
Polar Industries Ltd.	6 - 1865 McLean Ave., Port Coquitlam, B.C.
Raimac Industries Ltd.	60 W. 3rd Ave., Vancouver, B.C.
Fred Welsh Limited	733 Beatty St., Vancouver, B.C.
Whelan Mechanical Installation Ltd.	5811 E. Cedarbridge Way, Richmond, B.C.

Vancouver Island - South

Cascade Refrigeration & Air Conditioning Ltd. 510 Alpha St., Victoria, B.C.  
Foster Air Conditioning Ltd. 944 North Park St., Victoria, B.C.  
Peninsula Air Conditioning & Sheet Metal Ltd. 1810 Verling Lane, R.R.#3  
Victoria, B.C.  
Scott Technical Service Ltd. 680 Sumas St., Victoria, B.C.

Vancouver Island - North

Antrim Mechanical Services Ltd. 2232 Wilgress Rd., Nanaimo, B.C.  
R & A Smith Plumbing & Heating Ltd. 2321 Cienar Drive, Nanaimo, B.C.

Okanagan

Hardie Air Conditioning & Refrigeration Ltd. 275 Rosetown Ave., Penticton, B.C.

Kamloops

Interior Plumbing & Heating Ltd. 732 Laval Crescent, Kamloops, B.C.  
J. Walsh Plumbing & Heating Ltd. 2321 E. Trans Canada Hwy.,  
Kamloops, B.C.

Kootenays - Southern B.C.

Boundary Mechanical Ltd. **Box 3040**, Castlegar, B.C.

Northeastern B.C.

Earlco Mechanical Contractors Ltd. 590 Tomlin Rd., R.P.#4, Finnegan Site,  
Prince George, B.C.  
Harvey Plumbing & Heating Ltd. 744-3rd Ave., Prince George, B.C.  
Prince George Refrigeration & Air Conditioning Ltd. 1686 Lyon St. Prince George, B.C.

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. IS THE ACCREDITED  
BARGAINING AGENT FOR THE FOLLOWING FIRMS (REFRIGERATION 516) :

Kelad Refrigeration & Heating Ltd. 275C Tranquille, Kamloops, B.C.

SOURCE	C.C.A.		
EFF.	01	03	78
TERM.	30	04	80
EMPLOYEES COVERED			
MALE		FEMALE	

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MARCH,

REFRIGERATION AIR CONDITIONING SERVICE AND INSTALLATION WORKERS, LOCAL UNION 516, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA - A.F.L. C.I.O. C.L.C.

33 contractors

The Construction Labour Relations Association of British Columbia, as Party of the first part, and Local Union No. 516, Refrigeration Service and Installation Workers of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, affiliated with the AFL-CIO-CLC, as Party of the second part, do enter into this Agreement, with jurisdiction in the entire Province, of British Columbia, the articles of which are outlined and the terms prescribed in this Agreement.

The purpose of the Agreement shall be to standardize the working conditions of all Employees engaged in the repair and installation of refrigeration, air-conditioning equipment and heat pumps. Further, to establish and maintain fair conditions of labour for all Employees and to provide protection for Employers and Employees in the Industry. It shall also be the purpose of this Agreement to increase the efficiency of workers and to set up a method of settling any differences which may arise between the Parties to this Agreement in a just and equitable manner.

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

CLAUSE 1 -- UNION RECOGNITION BY THE EMPLOYER

The Party of the first part hereby agrees to recognize the Local Union No. 516, the Party of the second part, and to engage and employ only members in good standing of this organization in the carrying out of work in connection with the servicing and installation of all refrigeration, air-conditioning, heat pump equipment and transport refrigeration equipment, including all secondary refrigerants, piping and equipment.

It is understood that this is to include all classes of labour as outlined in Clause No. 2 of this Agreement.

The Employer shall employ only members in good standing who have been cleared and dispatched by U.A., Local 516. The Employer shall have the right of one hundred percent (100%) name request of the U.A. Local 516's "out of work list". All men dispatched must possess a dispatch slip signed by the Business Manager before commencing work.

Any violation of this clause will be referred to the Joint Conference Board, provided for in Clauses ten (10) and eleven (11) of the Collective Agreement.

Employers reserve the right to refuse to hire Union members who are not acceptable to the Employer. If such refusal takes place the Business Manager of the Union may request a written statement outlining the reasons for the refusal and the Employer shall supply such written statement.

Should the Local Union be unable to supply such skilled mechanics at the request of the Employer, it shall be the privilege of the Employer under the terms of this Agreement to engage or employ such help as shall be required for this purpose. This privilege shall be subject to the following conditions:

2/.....

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- (a) The Party of the first part agrees to notify the Party of the second part that such help has been employed and to obtain their approval. This does not include common labourers but shall include helpers.
- (b) Should the work for which such extra help is required be installation work, then, whenever practicable, apprentices as are already employed by the Party of the first part shall be advanced to the status of journeymen and used as such for this work and paid journeymen's rate of pay.

On service work only which can normally be performed by an apprentice and where such work would be beneficial to the training of the apprentice, apprentices in their final two (2) years may be assigned to work alone. Any question arising as to the assignment of work under this paragraph shall be referred to the Joint Conference Board provided for in Clause 10 for decision.

- (c) Such privilege shall be revoked for a maximum of thirty (30) days.

The union recognizes that the Employer has the right and responsibility to direct and manage his business, to designate methods and procedures in writing as to how work is to be completed following job specifications and safety regulations and/or the Refrigeration code of B.C., the Gas Act, the Electrical Act and all applicable acts.

- (d) An Employee shall adhere to the Employer's Company policy providing the Company Policy does not conflict with this Agreement, Conflicts, if any, shall be referred to the Joint Conference Board.

#### CLAUSE 2

- (a) Rate for apprentices to be decided by the B.C. Provincial Apprenticeship Act. It is understood that apprentices in their final year of apprenticeship will be allowed to go on a job on their own (doing service work only) and be paid standard final year rate of pay. Apprentice to journeyman ratio shall be one to one and one to three thereafter in the shop and on the job. In the event of a journeyman being called off the job for some emergency he will be allowed an absence of three (3) hours before the senior apprentice on the job is elevated to journeymen's rate of pay. The Joint Conference Board may, by mutual agreement reduce the apprentice to journeyman ratio on application by a company signatory to this agreement.

#### CLAUSE 2A -- RATIO OF HELPERS AND APPRENTICES TO JOURNEYMEN

- (a) Refrigeration apprentices when available shall be employed on work covered by this agreement on the ratio of one apprentice or helper to one journeyman, and the ratio of one apprentice or helper to every three journeymen thereafter, provided however, that it be understood that there are or may be situations where this ratio would be impractical and in which case the Employer will consult with the Business Manager of Local Union 516 with a view to finding a mutually acceptable solution. Under no circumstances must a helper be working on any refrigeration equipment unless accompanied by a refrigeration journeyman. All work of helper to be governed by the journeyman. Should an apprentice be unemployed and a helper is required, the unemployed apprentice is to be hired as a helper on a helper basis.

It is further understood that under the terms of this Agreement the Employer shall be permitted the use of such Union common labour as shall be necessary. Under no circumstances shall such Union common labour be allowed to fabricate, fit, assemble, disassemble, install, repair any refrigeration equipment, air-conditioning or heat pumps.

- (b) When an Employer decides to raise the status of a journeyman to a foreman for a specific job the journeyman shall receive a premium of ten percent (10%) above his regular wage rate for each hour he works as a foreman.
- (c) The Local Union No. 516 reserves the right to qualify and control all advancement of status as set forth under any circumstances such as qualifications or capabilities of any individual.
- (d) It shall be the responsibility of the refrigeration journeyman to obtain a signature from a responsible party for whom the work was carried out, if the Employer so requests,
- (e) Employees will not be asked to cross picket lines in cases of legal strikes by other Unions unless permission is granted by the striking union.
- (f) The Employer shall allow time off work for any man who is serving on a Union Committee, or for the purpose of serving as a Union Delegate to any conference or function at no cost to the Employer.
- (g) Business Agents or the Business Representative shall have access to all construction jobs and shops covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foreman.
- (h) It is understood that both parties shall recognize and observe the provisions of the British Columbia Provincial Apprenticeship Act, the Refrigeration Code, the Boiler Pressure Vessel Act and the Workers' Compensation Board Regulations.
- (i) Manufactured tubular or ready-made metal scaffolding must be erected by members of Local 516 when same is required for the installation of piping materials etc., unless the said scaffolding has already been erected for use by other crafts.
- (j) Employees will not be required to supply rigging material and equipment.
- (k) The Employer agrees to the appointment of a job steward by the Business Manager on any job designated by the business manager. It is understood that the executive of his union functions shall not interfere with the normal patterns of work, job stewards will be given appropriate training under the auspices of the union.
- (l) A telephone shall be available whenever practicable for incoming or outgoing emergency purposes and incoming messages shall be relayed immediately.
- (m) It is agreed that where there is no running tap water available cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets will be supplied.
- (n) Camp accommodations shall be those as established by the B.C. and Yukon Building Trades Council.

- (o) Gas masks will be supplied on the **basis** of **one** freon mask per service vehicle.
- (p) Upon termination the employee will **be** allowed one hour with pay to pick up his tools.

CLAUSE 3 -- HOURS OF LABOUR

- (a) The hours of **labour** shall be seven and one-half (7 1/2) hours per day, Mondays to **Fridays** inclusive. Under the terms of this Agreement this shall be the standard week of thirty-seven and one-half (37 1/2) hours.

On service work, where it is mutually agreed between the Employer and the Employee, an **Employee's** normal work week may include Saturday as a **normal** straight-time day and his other day **off** would be on an overtime basis if he is required to work that day. The Employer agrees to guarantee seven and one-half (7 1/2) hours pay at the straight-time rate **for** work performed on Saturdays **when** this paragraph becomes operative. Such work to be **prescheduled** and days off to be consecutive.

- (b) It shall not be permitted to **stagger** the hours of employment in any shop, but **all** Employees shall have a set starting and quitting time, and the said starting time shall not be later than 9:00 a.m. This shall not exclude the setting up of extra shifts, but such extra shifts shall not overlap the existing shift in **excess** of two hours.

- (c) STANDBY TIME

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

Monday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Tuesday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Wednesday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Thursday	1/2 hour at straight time plus actual hours worked at the prevailing rate.
Friday	1 hour at straight time plus actual hours worked at the prevailing rate.
Saturday	2 1/2 hours at straight time plus actual hours worked at the prevailing rate.
Sunday	2 1/2 hours at straight time plus actual hours worked at the prevailing rate.

- (d) In the event of it becoming necessary to work **more than** one shift, such extra shifts **or** shift shall be for a minimum period of three nights and Employees engaged for such shifts shall receive eight and one-half (8 1/2) hours wages for seven and one-half (7 1/2) hours work. No Employee shall work through two consecutive shifts in any calendar day, **as** set forth in this Section (d).

Shift work and the approximate size of crews shall be established prior to commencing the shifts and the Union shall be notified prior to such commencement.

- (e) On industrial projects the Employee's shift shall start and end at the change shack or a location **as** mutually agreed between the Employees and the Employer. Should an appreciable distance remain **for** Employees to travel to and **from** the gate, a job conference shall at the option of the Union be called to make suitable arrangements. This provision shall also apply to lunch breaks.
- (f) If a man reports for work and the Employer has failed to notify him previously that his services are not required, he shall be paid a minimum of **four** (4) hours pay. **Or** if an Employee is called out on an off day he shall receive a minimum of two (2) hours pay at the prevailing rate of pay. When an Employee is called ~~out~~ from his place of residence after the regular shift double **time** rates shall apply.
- (g) All service work carried out by Employees **in** excess of the hours of work set forth **in** the foregoing shall be considered as overtime and shall be paid **for** by the Employers at the rate of time and one-half **from** the Employees' quitting time until two (2) hours after and double time thereafter. Overtime on such extra shifts as may exist shall be computed on an exact similar basis. **All work** carried out on Saturday, Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate of double time.
- (h) All installation (construction) work carried out by Employees in excess of the hours of work set forth in the foregoing shall be considered as overtime and shall be paid for by the Employers at the rate **of double** time. Overtime on such extra shifts as may exist shall be computed on an exact similar basis. **All work** carried out on Saturday, Sunday and Statutory Holidays recognized by this Agreement shall be paid **for** at the rate of double time.
- (i) Where Employer has prior knowledge of an impending lay-off, and in his opinion **it** is practical to do so, the Employer shall give 24 hour notice of lay-off to those Employees who will be affected.
- (j) Employees shall be given their Unemployment Insurance Separation Certificate at time of discharge **or** lay-off on the job, or where possible arrangements made whereby their cheque and Unemployment Insurance Separation Certificate will be mailed to them not later than the following **day**, providing the Employee has turned in time sheets.
- (k) All welders and Refrigeration Journeymen welding on galvanized material shall be paid at the rate of time and one-half **for** actual hours worked. All welders and Refrigeration Journeymen welding on Sulphur Dioxide equipment shall be paid at the rate of double time **for** actual hours worked.
- (l) When a Refrigeration T.Q. holder is assigned to do work requiring an additional ticket or tickets he shall be paid an additional sixty cents (60¢) per hour while performing work appropriate to that ticket. (excluding welding ticket).
- (m) Employees shall be granted **once** in the morning and once in the afternoon a "Coffee Break" of ten (10) minutes duration from time of work cessation to the time **work** recommences. The specific time of the **breaks** shall be mutually agreed upon.

- (n) Employees working on ammonia equipment shall be provided by the Employer an ammonia **gas mask** in good working condition.
- (o) All service vehicles to be **equipped** with a first aid kit and a fire extinguisher in good working order.

CLAUSE 4 -- BASIC MINIMUM WAGE SCALE AND FRINGE PAYMENTS

- (a) Under the terms of this Agreement both parties shall agree to the following minimum rates of pay as outlined herein:

		Rate	<del>Holiday Pay</del>	Health E <del>Welfare</del>
Journeyman		Per Hour		
Effective Mar.	1/78	\$12.09	\$ 1.45	\$ .45
Effective May	1/79	\$12.81	\$ 1.54	\$ .45
<u>Helpers</u>				
Effective Mar.	1/78	\$ 9.07	\$ 1.09	\$ .45
Effective May	1/79	\$ 9.61	\$ 1.15	\$ .45

Five Year Plan Effective March 1, 1978

<u>Apprentices</u>		<u>Wages</u>	<u>Holiday Pay</u>	Health E <u>Welfare</u>
1st <b>six</b> months	50%	\$ 6.05	\$ .72	\$ .45
2nd <b>six</b> months	55%	6.65	.80	.45
3rd <b>six</b> months	60%	7.25	.87	.45
4th <b>six</b> months	65%	7.86	.94	e45
5th <b>six</b> months	70%	8.46	1.02	.45
6th <b>six</b> months	75%	9.07	1.09	.45
7th <b>six</b> months	80%	9.67	1.16	e45
8th <b>six</b> months	85%	10.28	1.23	.45
9th <b>six</b> months	90%	10.88	1.31	.45
10th <b>six</b> months	90%	10.88	1.31	.45

Four Year Plan Effective March 1, 1978 - April 30, 1979

<u>Apprentices</u>		<u>Wages</u>	<u>Holiday Pay</u>	Health E <u>Welfare</u>
1st <b>six</b> months	50%	\$ 6.05	\$ .72	\$ .45
2nd <b>six</b> months	55%	6.65	.80	.45
3rd <b>six</b> months	60%	7.25	.87	.45
4th <b>six</b> months	65%	7.86	.94	.45
5th <b>six</b> months	70%	8.46	1.02	.45
6th <b>six</b> months	75%	9.07	1.09	.45
7th <b>six</b> months	80%	9.67	1.16	.45
8th <b>six</b> months	90%	10.88	1.31	.45

Four Year Plan Effective May 1, 1979 - April 30, 1980

<u>Apprentices</u>		<u>Wages</u>	<u>Holiday Pay</u>	Health E <u>Welfare</u>
1st <b>six</b> months	50%	\$ 6.41	\$ .77	\$ .45
2nd <b>six</b> months	55%	7.05	.85	.45
3rd <b>six</b> months	60%	7.69	.92	.45
4th <b>six</b> months	65%	8.33	1.00	.45
5th <b>six</b> months	70%	8.97	1.08	.45
6th <b>six</b> months	75%	9.61	1.15	.45
7th <b>six</b> months	80%	10.25	1.23	.45
8th <b>six</b> months	90%	11.53	1.38	.45

On calculating weekly earnings where the total **works** out to a fraction of a cent, the **full** cent to be paid.

- (b) It is understood that Local Union No. 516 shall not require any individual to submit to any reduction in wages if he receives a wage scale in excess of the foregoing.
- (c) It is also agreed that where an Employer desires to pay and the Employees desire to receive wages on a salary basis computed by the week or month, this shall be permitted providing that such salary is based on the minimum hourly rates as set forth in this clause. Where salaried Employees work overtime or on holidays this rate of pay shall be computed at time and one-half of the basic rate as per Clause 4(a).
- (d) Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three weeks annual vacation, and six percent (6%) for Statutory Holidays. The recognized "Statutory" Holidays are: New Year's Day, third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Dominion Day, the Friday before B.C. Day, B.C. Day, the Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Government.

When a Statutory Holiday falls on a Saturday or Sunday, the following work day or days shall be taken off in lieu.

When a service mechanic is required for service work on Statutory Holidays recognized by this Agreement that are not Provincial or Federal recognized holidays, he shall be paid at straight time rates. If a service mechanic is required to work on one of these days, he shall arrange to have a day off without pay by mutual agreement with his Employer.

By mutual agreement between the Employer and the Employee Vacation and Statutory Holiday Pay shall be paid at time of annual vacation, on termination or every three months.

Employees shall receive three weeks annual vacation which may be taken in more than one period, but shall not be unduly fragmented. The annual vacation period shall be determined by mutual arrangement between Employer and Employee.

- (e) (i) Tool allowance to be paid on an Employee's regular pay day on the basis of fifteen cents (15¢) per day per one hundred dollar (\$100.00) value in hand or other tools that are useful to the Company. Each Employee shall provide the Employer a list of such tools, at time of hiring and once each calendar year thereafter. The price evaluation of tools shall be based on the current cataloguing of Refrigeration Wholesalers and/or the Craftsman Tools Catalogue.

#### Tool Insurance

- (ii) The Employer shall insure an Employee's tools to a maximum value of one thousand dollars (\$1,000.00) with no deductible. This coverage will only apply in cases of fire and theft by forced entry.

Welders to receive an additional fifty-five cents (55¢) per week over and above their tool allowance to be applied to their D.P.W. Welding Tickets.

Apprentices

- (iii) If required, the Employer shall supply a first year apprentice with a full Set of tools in accordance with the attached tool list following the probationary period. The cost of these tools shall be deducted from the apprentice's wages at the rate of ten percent (10%) of the total value per month. If the apprentice ceases to be an Employee of the Employer, the apprentice shall pay the difference between the amount paid and the amount owing to the Employer. Tool allowance shall be paid in accordance with the above section.
- (iv) The minimum set of hand tools to be supplied by the employee shall be as follows:
1. Tool Box
  2. Flaring Tools 1/4" to 5/8"
  3. 1 set Gauges
  4. 1 Gauge manifold c/w hoses
  5. 1 set combination box and open end wrenches to 1"
  6. 1 - 1/4" socket set
  7. 1 - 3/8" socket set
  8. 3 sizes Robertson screw drivers (#6-8-10)
  9. 3 sizes Philips screw drivers
  10. 1 - 8' measuring tape
  11. 1 pair diagonal cutting pliers
  12. 1 - 8' adjustable wrench
  13. 1 - Ratchet service valve wrench 1/4" and 3/8" sizes
  14. 1 - 3/8" bend spring
  15. 1 - 1/2" bend spring
  16. 1 - 5/8" bend spring
  17. 1 - Leak detector (halide or bernzometric)
  18. 1 - Hack saw
  19. 1 Ball pean hammer
  20. 1 - Tube cutter to 1 5/8"
  21. 1 - Pair needle nose pliers
  22. 1 - 10" vice grip or pipe wrench
  23. 3 - Flat blade screw drivers (1 control size - 2 assorte
  24. 1 - Straight cut tin snips
  25. 1 Jack knife

(v) The employer shall supply:

- all pipe wrenches, vices, taps and dies
- all electric tools
- all electric measuring instruments
- all machinist measuring instruments
- all air and gas measuring devices
- all gas containers
- all welding equipment including welders gloves
- specialty tools
- vacuum pumps
- power tools

(f) HEALTH AND WELFARE PLAN

Effective March 1, 1978 each Employer shall contribute forty-five cents (45¢) per hour earned by each Employee by the fifteenth (15th) day of the month following that which contributions cover to the Health and Welfare Plan. Operation of this Plan shall be governed by the Trustees of the Health and Welfare Plan, such Trustees to be selected in accordance with the terms of this Agreement.

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

Trustees of the Health and Welfare Plan shall be five (5) in number comprising three (3) Union Nominees and two (2) Refrigeration and Air-conditioning Contractors Association of British Columbia Nominees. A quorum shall consist of any three (3) Nominees. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated March 1, 1971 between the Parties to this Agreement and amendments thereto.

The Employer agrees to submit his payroll records to audit at any time he is required to do so by the Health and Welfare Plan Trustees. The Trustees shall appoint the auditor to conduct the necessary investigation.

(g) PENALTIES FOR DELINQUENT PAYMENT OF CONTRIBUTIONS AND/OR DEDUCTIONS

- (a) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- (b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. The amount of the penalty to go to the appropriate fund.

CLAUSE 5 -- TRANSPORTATION AND TRAVELLING COMPENSATION

- (a) Any Employees sent out of town shall receive their board and transportation to and from such work. If travelling at night, a sleeper shall be provided. Room and board shall be provided on such out of town work or a subsistence allowance of eighteen dollars (\$18.00) per day shall be allowed plus additional allowances upon receipt of vouchers covering total expenditures.
- (b) TRAVELLING TIME BY PUBLIC TRANSPORTATION during normal working week shall be paid for at the rate of single time based on eight (8) hours in twenty-four (24) hours. Two hours straight time to be paid going and two hours return if called upon to travel by public transportation before or after normal working day. Where an Employer requests an Employee to travel by public conveyance on Saturdays or Sundays, he shall be paid at double time rate outgoing and single time rate on the return trip.
- (c) Where an Employee is required to drive a vehicle on out-of-town work, such hours of driving shall be paid for at the same rate as working time.
- (d) When an Employee is requested by an Employer to use his vehicle on service work the Employee shall be paid forty cents (40¢) per mile.

On installation work where a Union member might be expected to go direct to the jobsite from his home in his own vehicle and said jobsite was outside the free zone, then mileage thirty-five cents (35¢) would be paid from the nearest point of the free zone. Union members are expected to be on the jobsite from 8:00 a.m. to 4:00 p.m. if same is in the free zone, and to be at the nearest point of the free zone to the jobsite at 8:00 a.m. and 4:00 p.m. If an Employer wishes to have the Union member on the jobsite from 8:00 a.m. to 4:00 p.m. even though the jobsite is outside the free zone then straight time for travelling would have to be paid (See Zone diagram on last page).



All contractors having their place of business outside the Vancouver Free Zone shall have the options of:-

- (1) Designating their place of business as if they were in the Vancouver Free Zone; or
- (2) Designating an area bounded by a four (4) mile straight line radius around their shop or place of business as their free zone. In no case shall this area infringe on the Vancouver Free Zone.

If a contractor designates the Vancouver Free Zone and his place of business is outside of the Vancouver Free Zone, no mileage shall be applicable for Employees reporting to work at the shop.

At time of signing each contractor shall designate his free zone. This may only be changed if the Employer changes location during the term of this Agreement.

- (e) Personal cars or trucks to carry only hand tools, small refrigerant cylinders and small service parts.
- (f) When employees are working on service calls only, parking expenses shall be paid by the Employer, including parking violations involving meters.
- (g) SERVICE TRUCKS

Each Employee operating a company owned vehicle which is driven from the Employee's place of residence to the Employer's shop or place of business and return shall reimburse the Employer as follows :-

- (1) If the Employee resides within a five (5) mile radius of the Employer's shop or place of business he shall reimburse the Employer thirteen dollars (\$13.00) per month or sixty-five cents (65¢) per day whichever is the lesser.
  - (2) If an Employee resides within a five (5) to ten (10) mile radius of the Employer's shop or place of business, he shall reimburse the Employer twenty-six dollars (\$26.00) per month or one dollar and thirty cents (\$1.30) per day whichever is the lesser.
  - (3) If an Employee resides within a ten (10) to fifteen (15) mile radius of the Employer's shop or place of business he shall reimburse the Employer thirty-nine dollars (\$39.00) per month or one dollar and ninety-five cents (\$1.95) per day whichever is the lesser.
  - (4) If an Employee resides outside a fifteen (15) mile radius of the Employer's shop or place of business, the Employee shall reimburse the Employer on the same ratio as above -- that is thirteen dollars (\$13.00) per month for every five (5) mile radius.
- (h) The Employer agrees that all service vehicles shall be maintained to at least the minimum standards set by the Workers' Compensation Board and that said service vehicles must have a current motor vehicle safety inspection certificate.
  - (i) Employees shall not be required to pay any company expenses from their own funds.
  - (j) The Company will provide employees with credit cards for use in company supplied service vehicles only. Such credit cards to be used for the purchase of gas, oil, service or other such minor repairs to the Company service vehicle.

- (k) The employee shall not use his own personal car for the transportation of the Employers tools.
- (l) Ownership of a car shall not be considered as a condition of employment.

CLAUSE 6 -- PAY DAYS

- (1) The Employer shall at least every second Friday, pay to each Employee covered by this Agreement, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day.
- (2) Exchange charges within British Columbia will be added to the cheque, or otherwise provided for by the Employer,
- (3) Any employer who wishes to mail employees cheques must have the consent of the employee.
- (4) Charges for cheque cashing within any Territorial Jurisdiction of Local Union 516 are the responsibility of the Employer.

CLAUSE 7

- (a) It is agreed by both Parties that the check-off system for collection of Union dues shall be used.

(b) SUPPLEMENTARY DUES

The Employer shall deduct for a dues supplement an amount of five cents (.05¢) per hour 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 Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which deductions were made.

(c) B.C. & YUKON BUILDING & CONSTRUCTION TRADES COUNCIL

The Employer shall deduct one cent (1¢) per hour earned by all Employees while working under the terms and conditions of this Agreement and forward same to the Financial Secretary of Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which the deduction was made.

- (d) It is agreed that on approval of the Refrigeration Local 516 membership dues checkoff can be increased to a maximum of fifteen cents (15¢) per hour. Such deduction to require the employees authorization prior to such deduction being commenced.

CLAUSE 8 -- OWNER OPERATOR/RIG WELDER

- (a) 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.
- (b) The Employer agrees that he will not under any circumstances engage a Rig Welder to perform work for him unless and until the Rig Welder prior to commencement of such:
- (1) Proves to the Employer that he is a member in good standing of Local Union 516.

- (2) Signs a written **form** of authorization which shall be irrevocable during the period **in** which the Owner Operator performs **such** work authorizing and directing the Employer to deduct **from** the pay, remuneration, **or** compensation earned by the Owner Operator, the sum required to pay the total contributions **for** trust funds as per Clause 4(f), Clause 16 **and** the supplemental dues check-off as per Clause 7 **for** each hour earned and to remit the same as per Clause 4(f).
- (c) The rate established shall include **all** benefits that are otherwise contained in the Collective Agreement.

CLAUSE 9 -- EMPLOYER, WORKER STATUS

- (a) It is understood that under the terms of this Agreement any person conducting a shop <sup>and</sup> signatory to this Agreement shall retain the right to work with the tools, providing agreement has been reached between contractors and the Local Union, and shall engage such mechanics as are necessary under the terms of this Agreement, and in strict accordance with its provisions. On field work all persons working with the **tools** shall hold Union Membership.
- (b) **All** independent operators who are members of the Union agree to charge for their services at the prevailing hourly rates and shall pay monies to the Health **and** Welfare Plan and Industry Promotion Fund **in** accordance with this Agreement.
- (c) Out-of-town warranty work to be carried out by certified members of Local No. 516.

CLAUSE 10

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A Joint Conference Board will be **formed** of five (5) Employers and five (5) members of the Local Union who shall meet as requested by either party, at which meeting three (3) members of each party **will** form a quorum; such Board will have **power** on behalf of the respective Parties hereto to **adjust** trade disputes, grievances, **or** establish regulations governing the conduct of their members.

CLAUSE 11

- (a) In case of any dispute or grievance arising that cannot be settled informally **by** the member representative of the Union and Employer, **it** will be referred to representatives of the Parties. If the dispute or grievance remains unsettled **it** will then be referred to the Joint Conference Board and such Board shall meet within twenty-four (24) hours **if** necessary. In any case, any grievance that is not submitted in writing to the other Party within one (1) week of the time the cause of such grievance should have been known, shall be deemed to have been abandoned. Any variation from this clause would only take place **in** very exceptional circumstances such as a **complete** lack of communications facilities, etc.
- (b) If any dispute or grievance referred to the Joint Conference Board cannot be settled **or** otherwise resolved **by** the Joint Conference **Board** 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**.
- (c) A majority decision of the Joint Conference Board concerning *a* grievance referred to **it** shall be final and binding on the Parties and their members.

CLAUSE 12 -- ARBITRATION PROCEDURE

- (a) 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 refuse 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.

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.

If the Joint Conference Board dead-locks on the validity of a dispute or grievance then such dispute or grievance may be processed in accordance with the procedure outlined under Clause 12 (Section 12(b) to 12(g) inclusive).

- (b) 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 clause shall preclude the right of any signer to this Agreement to proceed to arbitration.
- (c) 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.
- (d) The two Arbitrators as appointed shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third member.
- (e) The Arbitration Board shall sit, hear the Parties settle the term of the question or questions to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided that the time may be extended by agreement of the Parties.
- (f) The Board shall deliver its award in writing to each of the Parties, and the award of the majority of the Board shall be the award of the Board and it shall be final and binding upon the Parties and they shall carry it out forthwith.
- (g) 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 sub-section (a) of this Clause) shall be paid by the Party the said appointee is representing. One-half the compensation of the Chairman and the stenographer and other expenses of the Arbitration Board shall be paid by each Party.

CLAUSE 13 -- PROCEDURE TO BECOME SIGNERS

- (a) The Union agrees that its members will only work for Employers who are signatory to this Agreement in its existing form or as amended by the Parties hereto.
- (b) In the event other Employers desire to become signatory to this Agreement, such request shall be submitted to the Joint Conference Board for its consideration and approval.

(c) Notwithstanding the above Clause, the Union shall be allowed to organize through the due process of the law.

CLAUSE 14 -- WAGE BOND

Before union members are dispatched to any Employer who has not been signatory to a Local 516 Agreement in British Columbia for a minimum of two years, such Employer may be required to deposit a bond suitable to the Union, up to a maximum of two thousand dollars (\$2,000) per Employee and a total maximum of sixteen thousand dollars (\$16,000) with the Union for use in default of payment of wages, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions provided by the Collective Agreement. When no longer required, such bond, by mutual consent of the Union and the Employer concerned, shall be terminated, but in any case shall be terminated within two years.

CLAUSE 15 -- SAVINGS CLAUSE      \* \* \*

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

The Parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purpose of attempting to agree upon lawful replacements. In the absence of agreement, replacement provisions will be subject to the grievance and arbitration procedure without stoppage of work as provided for in this Agreement, PROVIDING HOWEVER, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object and intent as the part or parts severed, and not to new issues or matters.

CLAUSE 16 -- INDUSTRY PROMOTION FUND

Effective March 1, 1978 each Employer shall contribute sixteen cents (.16¢) per hour earned by each Employee working under the terms of this Agreement to the Refrigeration Industry Promotion Fund. This Fund will be used to promote programs of industry education, training, research and promotion, such programs serving to expand the market for services of the Refrigeration Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations and promote, support and improve the training and employment opportunities for Employees. Operation of this Fund shall be governed by the Trustees of the Refrigeration Industry Promotion Fund, such Trustees to be selected in accordance with the terms of this Agreement,

Trustees of the Refrigeration Industry Promotion Fund shall be five (5) in number comprising two (2) Union Nominees and three (3) Refrigeration and Air-conditioning Contractors Association of British Columbia Nominees. A quorum shall consist of any three (3) Nominees. The complete policies, management and control of this Fund will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated March 1, 1973 between the Parties to this agreement and amendments thereto.

CLAUSE 17

This Agreement shall be for the period from and including March 1, 1978, to and including April 30, 1980, and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of the expiry of the Agreement (April 30, 1980) or immediately preceding the first day of March in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining. Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or alter any other terms or conditions of employment) until:

- (a) The Union shall give notice to strike (or until the Union goes on strike); or,
- (b) The Employer shall give notice to lock out (or the Employer shall lock out its Employees); or,
- (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement; whichever is the earliest.

The operation of Section 66(2) of the Labour Code of British Columbia Act is hereby excluded.

If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement that section or part of the Agreement may be amended by mutual consent of the two Parties.

CLAUSE 18 -- WITHDRAWAL OF MEMBERS

The Employer agrees that on new construction work the Union may withdraw its members:

- 1. If any signator to this agreement employs any non-union workmen whose work falls within the jurisdiction of Local 516.
- 2. The continued employment by the Employer of any person required by the union to join the union who has failed to join the union.
- 3. Failure of the Employer to remit on time any monies due him by the Health and Welfare Fund, dues checkoff or any other fund coming within the scope of this agreement.
- 4. The subcontracting by any signator contractor of work falling under the jurisdiction of Local 516 to a non-signator of this agreement when members of Local 516 are available.
- 5. Any contractor that publicly advertise for a vacancy without the prior knowledge and approval of the Business Manager and such approval shall not be unreasonably withheld. This clause to be applicable to construction or service work.
- 6. The Employer agrees that it will in no way discriminate against any member of Local 516 who exercise his rights under this clause.

CLAUSE 19 -- UNION LABELS

The Union, while retaining ultimate control of the International's Labels, may supply to the Employer Union Labels to identify fair products fabricated under the terms of this Agreement.

CLAUSE 20 -- REDUCTION IN CREWS

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:

- (a) The Potential Member (Permit)
- (b) The Travel Card Members
- (c) Members of **Local 516**

If the Employer finds it necessary to keep the Travel **Card** or Permit Man employed, then in such case he shall consult the Business Manager of the Union and receive his permission to do so.

CLAUSE 21 -- B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

- (a) Both parties to this Agreement, recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute; it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and **all** other provisions shall not be affected thereby.
- (b) The Employer shall upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- (c) The participating Employer Association shall inform their stipulated member, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of **Work** Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes,
- (f) The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.
- (g) Effective March 1, 1978 one-half cent (\$.005) per hour for all classifications covered by this collective agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this collective agreement (hours worked or hours earned as the case may be).
- (h) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

(i) It is agreed that the target date for implementation of the Plan shall be March 1, 1978. At the conclusion of one (1) year of operation, the Trustees of the Plan will make a general financial review and should the funding require modification, the Trustees will inform all parties of any agreed upon change together with the effective date of the modification. It is agreed that the decision of the Trustees shall be final and binding upon all parties.

It is mutually agreed and understood that the Trustees of the Jurisdictional Assignment Plan shall provide opportunity for every party to the Plan to voice criticisms and/or place before the Trustees for consideration, amendments to the Plan.

(j) Accordingly the Trustees shall within ninety (90) days of the signing of this agreement, invite submissions from any interested party. The Trustees shall provide opportunity for oral discussion attendant to such submissions.

(k) Upon consideration of the aforementioned submission, the Trustees will make recommendations for changes to the Jurisdictional Assignment Plan, to the parties.

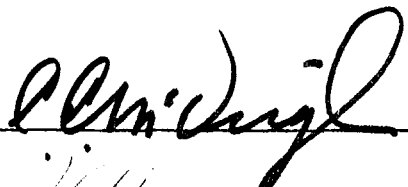
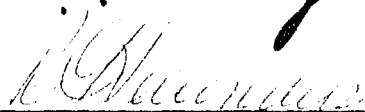
CLAUSE 22 -- UNDERGROUND WORK

(a) On industrial projects, employees required to work underground shall receive prevailing rate plus ten percent (10%). This clause shall not apply to work performed in basements of buildings or open ditches.


A copy of this Agreement shall be filed with the Dominion Industrial Relations Officer at Vancouver, and with the Minister of Labour for the Province of British Columbia.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS 17<sup>th</sup> DAY OF October, 1978.

FOR CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF  
BRITISH COLUMBIA

FOR REFRIGERATION AIR CONDITIONING  
SERVICE AND INSTALLATION WORKERS,  
LOCAL UNION 516, UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, A.F.L.  
C.I.O. C.L.C.



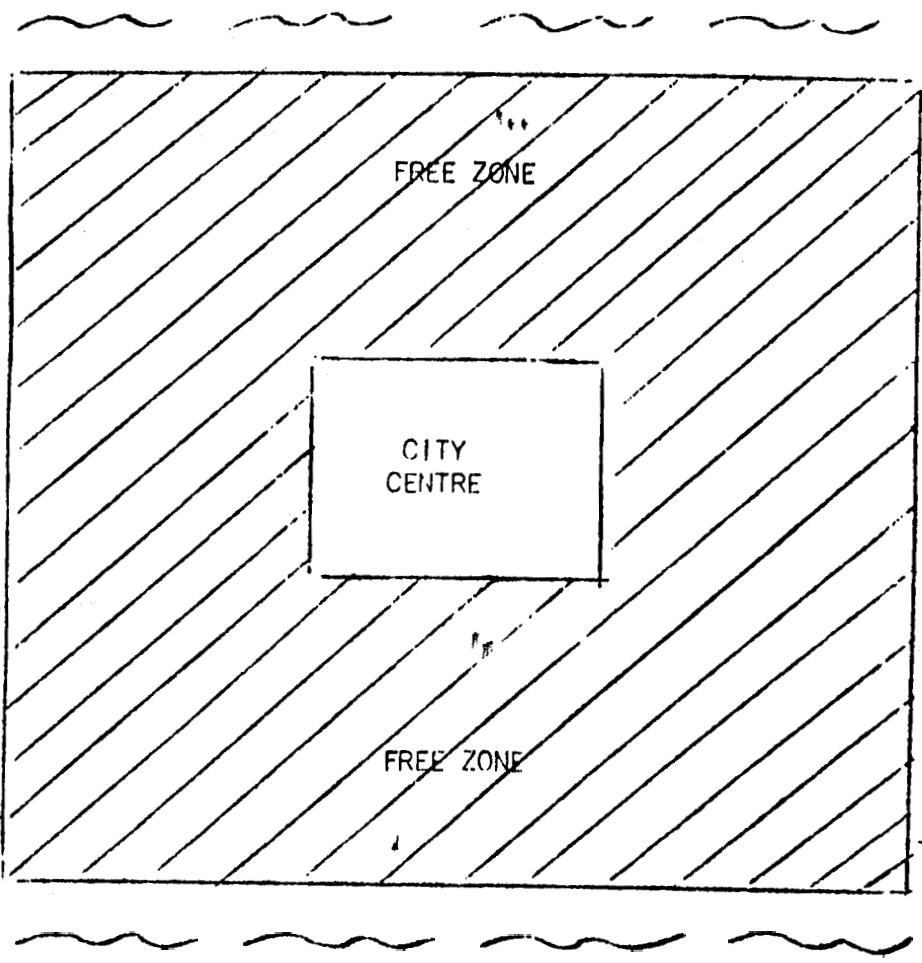


## TOOL LIST

The minimum set of hand tools shall be as follows:

1. Tool Box
2. Flaring Tools 1/4" to 5/8"
3. 1 set Gauges
4. 1 Gauge manifold c/w hoses
5. 1 set combination box and open end wrenches to 1"
6. 1 - 1/4" socket set
7. 1 - 3/8" socket set
8. 3 sizes Robertson screw drivers (#6-8-10)
9. 3 sizes Philips screw drivers
10. 1 - 8' measuring tape
11. 1 pair diagonal cutting pliers
12. 1 - 8" adjustable wrench
13. 1 - Ratchet service valve wrench 1/4" and 3/8" sizes
14. 1 - 3/8" bend spring
15. 1 - 1/2" bend spring
16. 1 - 5/8" bend spring
17. 1 - Leak detector (halide or bernzometric)
18. 1 - Hack saw
19. 1 Ball pean hammer
20. 1 - Tube cutter to 1 5/8"
21. 1 - Pair needle nose pliers
22. 1 - 10" vice grip or pipe wrench
23. 3 - Flat blade screw drivers (1 control size - 2 assorted)
24. 1 - Straight cut tin snips
25. 1 Jack knife

NORTH  
BURREARD INLET



EAST  
BOUNDARY ROAD

FRASER RIVER  
SOUTH

UBC

Example  
2 Miles

University  
Gates

2 Miles return - 4 miles total x 25¢ per mile = \$1.00