

REFRIGERATION & AIR CONDITIONING AGREEMENT

Collective Agreement for Construction

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THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY 1991

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.

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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 construction 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 construction 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 agreed for the purpose of this Agreement that construction work will be all work other than maintenance and service work. Maintenance and service work will include, but not be limited to, evacuation, charging, start up, inspection, operating maintenance and service calls necessary to keep a mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilating system or any other newly installed, remodelled, revamped or redesigned mechanical and/or solar system in operational order.

It is understood that this is to include all classes of labour as outlined in Clause 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.

(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

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not conflict with this Agreement. ~~Conflict~~, 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 (1) to one (1) and one (1) to three (3) hereafter 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.

### 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 (1) apprentice or helper to one (1) journeyman and the ratio of one (1) apprentice or helper to every three (3) 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.

(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 sewing 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 (1) 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

(8) 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.

(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 (2) hours.

(c) In the event of it becoming necessary to work more than one (1) shift, such extra shifts or shift shall be a minimum period of three (3) 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 (2) consecutive shifts in any calendar day as set forth in this Section (c).

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.

(d) 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.

(e) 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.

(f) 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.

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

(h) 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.

(i) All welders and Refrigeration Journeymen welding on galvanized material shall be paid at the rate of time and one-half (1 1/2) 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.

(j) 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).

(k) 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.

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

(m) 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.

(n) 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:

	May 1/90	May 1/91	May 1/92	May 1/93
<b>Journeyman</b>				
Rate per Hour	22.53	22.97	23.64	***
Holiday Pay	2.70	2.76	2.84	***
Health & Welfare	1.25	1.40	1.40	***
Savings	1.00	2.00	3.00	***
<b>Helpers</b>				
Rate per Hour	16.90	16.98	17.26	***
Holiday Pay	2.03	2.04	2.07	***
Health & Welfare	1.25	1.40	1.40	***
Savings	1.00	2.00	3.00	***
<b>Foreman</b>				
Rate per Hour	24.78	25.37	26.19	***
Holiday Pay	2.97	3.05	3.14	***
Health & Welfare	1.25	1.40	1.40	***
Savings	1.00	2.00	3.00	***
<b>General Foreman</b>				
Rate per Hour	25.91	26.58	27.47	***
Holiday Pay	3.11	3.17	3.30	***
Health & Welfare	1.25	1.40	1.40	***
Savings	1.00	2.00	3.00	***
<b>Apprentices:</b>	<b>Wager</b>	<b>Hol. Pay</b>	<b>H &amp; W</b>	<b>Savings</b>
<b>Four Year Plan Effective ***** - May 1, 1991</b>				
1st 6 months - 50%	11.49	1.38	1.40	2.00
2nd 6 months - 55%	12.63	1.52	1.40	2.00
3rd 6 months - 60%	13.78	1.65	1.40	2.00
4th 6 months - 65%	14.93	1.79	1.40	2.00
	16.08	1.93	1.40	2.00
5th 6 months - 70%	17.23	2.07	1.40	2.00
6th 6 months - 75%	18.38	2.21	1.40	2.00
7th 6 months - 80%	19.53	2.35	1.40	2.00
8th 6 months - 90%	20.67	2.48	1.40	2.00

**Apprentices: Wages Hol. Pay H & W Savings**

**Four Year Plan Effective May 1, 1992 - April 30, 1993**

	Wages	Hol. Pay	H & W	Savings
1st six months - 50%	11.82	1.42	1.40	3.00
2nd six months - 55%	13.00	1.56	1.40	3.00
3rd six months - 60%	14.18	1.70	1.40	3.00
4th six months - 65%	15.37	1.84	1.40	3.00
5th six months - 70%	16.55	1.99	1.40	3.00
6th six months - 75%	17.73	2.13	1.40	3.00
7th six months - 80%	18.19	2.26	1.40	3.00
8th six months - 90%	21.28	2.55	1.40	3.00

**Four Year Plan Effective May 1, 1993 - April 30, 1994**

1st six months - 50%	***
2nd six months - 55%	***
3rd six months - 60%	***
4th six months - 65%	***
5th six months - 70%	***
6th six months - 75%	***
7th six months - 80%	***
8th six months - 90%	***

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

\*\*\* Effective May 1, 1993, the monetary package shall be increased by the percentage change in the published Consumer Price Index for Vancouver (all items, 1986=100) for the month of February, 1993, as compared to the Consumer Price Index for Vancouver for the month of February, 1992.

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

(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 Clause 4(a). Where salaried Employees work overtime, the Employees rate of pay shall be computed in accordance with Clause 3(f).

(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 (3) 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.

Vacation and Statutory Holiday Pay shall be paid on an Employee's regular paycheque.

Employees shall receive three (3) weeks' annual vacation which may be taken in more than one (1)

period, but shall not be unduly fragmented. The annual vacation period shall be determined by mutual arrangement between Employer and Employee.

(e) Tool Allowance

(I) Tool allowance to be paid on an Employee's regular pay day on the basis of eighteen cents (\$0.18) 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.

Testing costs to renew welding tickets shall be borne by the Employer.

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 (No. 6-8-10)
9. 3 sizes Phillips 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 Hacksaw
19. 1 Ball peen 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 Jackknife

(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**

Each Employer shall contribute one dollar and fifteen cents (\$1.15) 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, 1989 this amount shall be increased to one dollar and twenty-five cents (\$1.25) per hour.

Each Employer shall provide each of his Employees with an itemized statement each payday 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.

**(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.

**(h) SAVINGS PLAN**

A Savings Plan Trust Fund will be established into which contributions set out in Clause 4 will be paid, and it is agreed that the administration of the Fund will be the responsibility of Local Union 516.

**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 (2) hours straight time to be paid going and two (2) 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.

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 (and effective August 27, 1988 sixty-eight cents (\$0.68) 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 Van-

**cover** 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 handtools, small refrigerant cylinders and small service parts.

(f) 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.

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

(h) 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.

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

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

(k) Any Employee who is accommodated by the Employer in camps may, on any weekend, vacate or check out 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.

#### (l) **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 ; 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 **2%** 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 two cent (\$0.02) 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

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.

(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 (2) 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 appointee is representing. One-half (1/2) 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 (2) 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

This Agreement shall be for the period from and including May 1, 1991 to and including April 30, 1994 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, 1991) 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 Industrial Relations 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 (2) Parties.

### CLAUSE 17 — WITHDRAWAL OF MEMBERS

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

1. If any signatory 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 signator of this agreement when members of Local 516 are available.

5. Any contractor that publicly advertises 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 18 — 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 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 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 renegotiate 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 Umpire's 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 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.

#### CLAUSE 23 — 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 24 — MULTI-EMPLOYER CERTIFICATION**

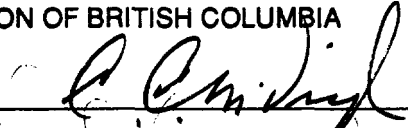
It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall cooperate in and support in every way the institution, at the Initiative of the Union, of multi-employer certification in accordance with Section 40 of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

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.

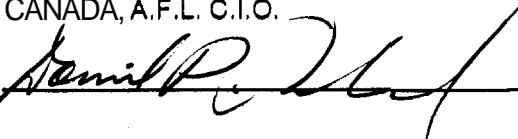
A copy of this Agreement shall be filed with the Dominion Industrial Relations Officer at Vancouver and with the Minister of Labour for the Province of British Columbia.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS 5<sup>th</sup> DAY OF Oct, 1984.

FOR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

  
\_\_\_\_\_  
*A. Chisholm*

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.

  
\_\_\_\_\_  
*Daniel P. [unclear]*

**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" contained 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

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

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 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.

A-C Systems Inc. ✓  
1415 Crown St.  
North Vancouver, BC V7J 1G4

Air-Temp Energy Systems Inc. ✓  
602 - 115 Schoolhouse St.  
Coquitlam, BC V3K 4X8

Allied Air Conditioning Inc. ✓  
3830 E. 1st Ave.  
Burnaby, BC V5C 3W1

Applied Refrigeration Inc. ✓  
2500 No. 5 Rd.  
Richmond, BC V6X 2T1

Armatage Refrigeration Ltd. ✓  
3780 Napier St.  
Burnaby, BC V5C 3E5

B. C. Comfort Air Conditioning Limited ✓  
4285 Dawson St.  
Burnaby, BC V5C 4B3

Broadway Refrigeration & Air Conditioning Co. Ltd. ✓  
1490 Venables St.  
Vancouver, BC V5L 4X6

Canem Systems Ltd. ✓  
13551 Verdun Pl.  
Richmond, BC V6V 1W5

--- Branch ✓  
3311 Oak St.  
Victoria, BC V8X 1P9

Century Plumbing & Heating Ltd. ✓  
P. O. Box 4  
45742 Yale Road West  
Chilliwack, BC V2P 6H7

Cool Comfort Air Conditioning Ltd. ✓  
2526 Davies Ave.  
Port Coquitlam, BC V3C 4T7

CT Control Temp Ltd. ✓  
7630 Winston St.  
Burnaby, BC V5A 2H4

Dukes & Bradshaw Mechanical Ltd. ✓  
1408 Crown St.  
North Vancouver, BC V7J 1G5

Foster Air Conditioning Ltd. ✓  
944 North Park St.  
Victoria, BC V8T 1C6

Honeywell Limited ✓  
3707 Wayburne Dr.  
Burnaby, BC V5G 3L1

Industrial Cooling Equipment, AICE Refrigeration Ltd. ✓  
P.O. Box 158  
532 Herald St.  
Victoria, BC V8W 2M6

K.D. Engineering Co. ✓  
239 E. 6th Ave.  
Vancouver, BC V5T 1J7

McConnell Mechanical Services Ltd. ✓  
4055 E. 1st Ave.  
Burnaby, BC V5C 3W5

MCL Refrigeration & Air Conditioning Co. Ltd. ✓  
110 - 7450 Lowland Dr.  
Burnaby, BC V5J 5A4

Pacific Rim Air Conditioning Ltd. ✓  
4 - 7711 - 128th St.  
Surrey, BC V3W 4E6

Paragon Refrigeration Ltd. ✓  
10219 - 95th Ave.  
Fort St. John, BC V1J 1H9

Ward Smith Mechanical Inc. ✓  
5811 Beresford St.  
Burnaby, BC V5J 1K1

Fred Welsh Ltd. ✓  
3755 Wayburne Dr.  
Burnaby, BC V5G 3L4

Willoughby Refrigeration Ltd. ✓  
8 - 20701 Langley Bypass ✓  
Langley, BC V3A 5E8