

# NOTICE OF SPECIAL CALLED MEETINGS

## RATIFICATION VOTE ON THE MEMORANDUM OF AGREEMENT FOR THE COMMERCIAL/INSTITUTIONAL AGREEMENT

BETWEEN

Island Mechanical Industrial Relations Association (IMIRA)

And

United Association of Journeymen & Apprentices of the Plumbing  
And Pipefitting Industry of the United States and Canada, Local 324

### VOTING WILL TAKE PLACE AT THE FOLLOWING LOCATIONS

#### VICTORIA MEETING

DATE: Tuesday, September 25, 2018  
TIME: 6pm-8pm  
PLACE: Da Vinci Centre, 195 Bay St. Victoria

#### NANAIMO MEETING

DATE: Wednesday, September 26, 2018  
TIME: 6pm-8pm  
PLACE: #306 - 477 Wallace St. Nanaimo

#### COURTENAY MEETING

DATE: Thursday, September 27, 2018  
TIME: 6pm-8pm  
PLACE: Best Western, Courtenay

#### Additional Voting will be available at the Union Hall

DATES: Wednesday, September 26, 2018  
Thursday, September 27, 2018  
TIME: 9 am – 5 pm  
PLACE: 919 Esquimalt Rd, Victoria

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***The Memorandum of Agreement has not been provided in this mail out.***

***The Memorandum of Agreement is available for viewing on the  
Local 324 Website under Local Events and Notices, go to  
[www.ualocal324.com](http://www.ualocal324.com)***

***Copies will also be available at the union office***

***A full copy of the Memorandum of Agreement will be provided for  
members at the above meetings.***

**Please make every effort to attend the meeting in your area.  
Only members in good standing will have voting privileges.**

**IMIRA/UA 324 Proposed Amendments to the 2014-2018**  
**Commercial/Institutional Collective Agreement**

**ARTICLE 2.02** Both parties agree there shall not be abuses in respect to the time taken for rest breaks. On a regular shift, two (2) Ten (10) minute rest breaks may be taken at a location determined by mutual agreement between the employer and the union / employee. **Rest breaks MUST be taken unless mutually agreed upon in writing between the employer and the employee.** On shifts of ten (10) hours, the employee will be given one Fifteen (15) minute break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of the either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hours will be provided at the end of eight (8) hours, to be paid at straight time rate. If a second meal break is provided, the rest breaks will revert to ten (10) minutes each and the third rest break will not be taken. All additional meal breaks will be paid at the straight time rate.

**ARTICLE 4.01- Tool Lists**

**Effective May 1, 2018 employees will supply the additional hand tools determined by trade**

**Plumbers Tools List**

½" cordless drill - minimum 18V  
Cordless impact drill  
Head lamp

**Sprinklerfitter Tool List**

½" cordless drill - minimum 18V  
Cordless impact drill  
Head lamp

**Pipefitters Tool List**

Head lamp

**ARTICLE 4.02 (Loss of tools)**

The employer will replace an employee's personal tools with tools of equal value in cases where it can be verified that the tools were lost in fire or stolen from an on the site locked company tool crib, job box or **locked company vehicle**. Each employee, upon dispatch, shall provide an inventory of his tools to both the union and the employer in either written form or by **photograph** in order to be eligible for the employer to replace the said lost tools.

## ARTICLE 5 – TRAVEL TIME AND ALLOWANCE

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

(a) When employees are operating a personal vehicle outside the "Travel Free Zone" between fifty five (55) and ninety (90) road kilometre's from their residence to the jobsite, they shall receive a vehicle allowance of \$30.00 per days worked.

(b) No personal vehicle allowance shall apply outside the "Travel Free Zone" between fifty five (55) and ninety (90) road kilometre's when an employee and or employee's operating or as a passenger in a company owned vehicle. The distance shall be calculated from the employee's residence where the company vehicle has been assigned.

(c) When a ferry or water taxi is required for travel to the jobsite the employee shall receive straight time rate inclusive of holiday pay (no benefits), and shall be paid on an hourly basis starting at a 30 minute minimum.

**5.02** When travelling outside of ninety (90) road kilometres regardless of vehicle ownership and when mutually agreed upon between the employee, the union and the employer, straight time rate inclusive of holiday pay (no benefits) shall be paid on an hourly basis starting at a 30 minute minimum. Employees operating a personal vehicle outside of ninety (90) road kilometre's shall be paid mileage as per CRA guidelines. When an employee not travelling daily to and from the jobsite and where the jobsite is over ninety (90) road kilometres the employee shall be paid as per Article 5.03 (a).

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

(i) Living out allowance and shall be paid on the basis of and effective May 1, 2018, \$135.00, and effective May 1, 2020, \$140.00 per day, 7 days a week. Employees must work the Friday and the following Monday to qualify for 7 days of LOA, excluding a compressed work week and statutory holidays. Employees leaving for the weekend shall not receive any travel time compensation. Employees operating or as a passenger in a company owned vehicle leaving for the weekend shall only be paid LOA for days worked and travel per clause 5.02 shall apply.

(ii) First class room and board effective May 1<sup>st</sup> 2018, \$75.00, effective May 1<sup>st</sup> 2020, \$80.00 per day worked. Weekly housekeeping to be provided at designated facilities. Accommodations shall be at the discretion of the Joint Conference Board. It is further agreed by the parties that under the room plus meal allowance option, if the employer supplied accommodation is more than forty five (45) road kilometers from the job site, the employer will pay a daily travel allowance (for days worked) based on 5.01 (a), (b), and (c) if applicable.

**5.03 (b)** Turnaround, an allowance for turnaround will be provided on a “use it or lose it” basis. The allowance will be based on the following formula:

|               |          |
|---------------|----------|
| 250 – 500 km  | \$100.00 |
| 501 – 750 km  | \$200.00 |
| 751 – 1000 km | \$250.00 |
| over 1000 km  | \$325.00 |

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

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

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

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

#### **5.07- PAID PARKING**

**Employees shall be responsible to pay for personal vehicle parking and find suitable parking for the entire shift.**

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

### **ARTICLE 8 - TERMINATION**

**8.03** Employers shall notify the union when an Employee has been laid off or dismissed. The notification will be sent via email to a designated contact within the union office.

## **ARTICLE 12 – MOONLIGHTING**

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

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

**13.04** Pre-Apprentice graduates accepted by the union may be allowed **six (6) months'** credit out of their five (5) year period of apprenticeship at the discretion of the Joint Training Committee.

**13.06** One (1) Material Handler shall be permitted by each Employer. The Material handler shall be paid 40% of the Journeyman wage rate, plus 10% Holiday pay. **A material handler shall not perform any trade related work.** The Employer will not be required to remit trust fund payments on their behalf for the first 1200 hours. After completion of 1200 hours of credited service the Employer will commence remitting Health and Welfare contributions for each earned hour. The material handler shall complete the CSTS –offered by the Union prior to commencement of employment. **The Employer shall be permitted two (2) material handlers when employing more than 20 employees.**

## **Article 15 – PAYMENT OF WAGES**

**15.02** At the Employers choice, payment shall be made by cheque or by direct deposit.

## **ARTICLE 25 – WAGES**

**25.01** Wage Scale and Table of Fund Contributions: Contributions shall be made by the Employers for each hour earned by each Employee.

### **Wage Increases**

**\*Oct 1<sup>st</sup> 2018- \$0.86 increase inclusive of holiday pay**

**May 1<sup>st</sup> 2019- \$0.90 increase inclusive of holiday pay**

**May 1<sup>st</sup> 2020- \$0.90 increase inclusive of holiday pay**

**\*No Retro pay May 1<sup>st</sup>-Sept 30<sup>th</sup> 2018**

|                  | Nov 1 <sup>st</sup> , 2017 | Oct 1 <sup>st</sup> , 2018 | May 1 <sup>st</sup> , 2019 | May 1 <sup>st</sup> , 2020 |
|------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Journeyman Rate  | \$37.84                    | \$38.91**                  | \$39.71                    | \$40.52                    |
| Vacation Pay 12% | 4.58                       | 4.67**                     | 4.77                       | 4.86                       |
| Tool & Clothing  | 0.30                       | 0.30                       | 0.30                       | 0.30                       |
| Health & Welfare | 3.30                       | 3.00*                      | 3.00                       | 3.00                       |
| Pension          | 5.60                       | 5.60                       | 5.60                       | 5.60                       |
| Apprenticeship   | 0.60                       | 0.60                       | 0.60                       | 0.60                       |
| MTPF             | 0.18                       | 0.18                       | 0.18                       | 0.18                       |
| IMIRA            | 0.30                       | 0.30                       | 0.30                       | 0.30                       |
| Industry Funds   | 0.04                       | 0.04                       | 0.04                       | 0.04                       |
| Marketing        | 0.51                       | 0.51                       | 0.51                       | 0.51                       |
| Increase         |                            | 0.86                       | 0.90                       | 0.90                       |
|                  | \$53.25                    | \$54.11                    | \$55.01                    | \$55.91                    |

\* \$0.30 redirected from H&W to wages/vacation pay.

\*\* Wage/vacation pay inclusive of \$0.30 H&W plus \$0.86 increase = \$1.16 wage increase

### 25.03 – Foreman

A Foreman is defined as any Journeyman Employee who is designated by the Employer to organize, and supervise the activities of other Employees and within reason, perform other duties as assigned by the Employer on 1 or multiple jobs sites.

To be eligible for Foreman wage rate the Employee shall have the prerequisite of successfully completing the currently offered UA 324 Foreman’s Course or a Foreman’s Course mutually agreed upon between the union and the employer. The prerequisite must be successfully completed by May 1, 2020. The prerequisite can be waived at the Employer’s discretion.

Based on crew size the minimum shall be paid in addition to journeyman rate only. For the purpose of crew size, 1 or multiple sites collectively equates to a crew size. The Foreman is not included in the calculation.

#### Foreman Rate Schedule

| Tradespeople | Foreman<br>15% | General Foreman<br>20% |
|--------------|----------------|------------------------|
| 5-15         | 1              |                        |
| 16-25        | 2              |                        |
| 26-40        | 2              | 1                      |

#### ARTICLE 26 – STATUTORY HOLIDAYS AND VACATION PAY

26.01 Holiday Pay shall be twelve percent (12%) of wages (which is to mean earned hours times the hourly rate of pay), consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays. Holiday Pay to be paid on the regular pay day.

#### ARTICLE 36 – TERM OF AGREEMENT

REVISED - 36.01 This Agreement shall be effective as from **May 1, 2018** and shall remain in effect until **April 30, 2021**; and thereafter from year to year until a new agreement is concluded by the parties.

#### ARTICLE 40- BEREAVEMENT LEAVE

In case of death in the immediate family, each employee shall be granted leave-of-absence for the purpose of arranging or attending a funeral, to a maximum of three (3) consecutive working days. Immediate family shall mean spouse, **common-law spouse**, children, parent, stepparent, sister, brother, mother-in-law, father-in-law, grandparent, grandchildren

#### NEW ARTICLES OR CLAUSES FOR THE CBA

##### COMPANY VEHICLES

Employees shall notify the employer of any immediate maintenance required, the employer is responsible for all maintenance costs. The employer with the assistance of the employee shall be responsible to schedule preventative vehicle maintenance.

## **PERSONAL ELECTRONIC DEVICES**

No Employee shall be permitted to use a personal phone or mobile electronic device for during working hours, excluding rest and meal breaks, except in case of emergency. Construction sites and installations shall be considered the employers intellectual property and photographs or any form of documentation shall not be taken of any construction sites and installations unless permitted by the employer. Repeated violations of the foregoing shall constitute just cause for discipline up to and including termination.

## **APPENDIX "C"- RIG WELDER POLICY**

The rig rate is \$110.00 per hour for Carbon Steel and Stainless Steel. The Rig Welder shall supply all tools, welding rods, oxy-acetylene, grinders and consumables. The Employee shall supply argon gas for stainless steel welding. The Employee shall invoice the Employer at cost for the cost of the argon gas monthly or upon job completion. All welding tickets must be current as per the required welding procedures. The rig welder and their equipment shall abide by all safety regulations.

## **SERVICE MOA**

### **REVISE - 5. Terms of this Memorandum of Agreement**

This Memorandum of Agreement will be effective the date of signing between the parties, to expire **April 30, 2021**

#### **Add to service MOA**

- The Friday before BC Day can be floated.
- At the request of the Employer, each Employee shall attend manufacture lectures up to nine hours (9) per year to upgrade skills and knowledge of new products. The Employee shall not receive compensation.

#### **4. Standby**

(a) Employees will be assigned to standby on a scheduled and equitable basis; however in extenuating circumstances the Employer with mutual agreement of the service employee may re-assign standby.

(b) Where an employee is required to standby to be called for work under conditions that restrict their normal off-duty activities, they will be compensated at **\$125** per week. This compensation is a stand-alone add to pay and is a taxable benefit. An employee designated for standby will be immediately available for duty during the period of standby at a known telephone number. No standby payment will be made if an employee is unreachable or unable to report for duty during the standby period.