

METAL TRADES DIVISION

LOCAL UNION 170

PETROLEUM AGREEMENT

BY AND BETWEEN:

Construction Labour Relations Association of B.C.

on its own behalf and on behalf of its Members set forth in the schedule attached
and those members added from time to time by notice given to the Union.

Hereinafter referred to as "the Employer",

PARTY OF THE FIRST PART

AND:

**United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry
of the United States and Canada, Metal Trades Division, Local 170**

Hereinafter referred to as "the Union",

PARTY OF THE SECOND PART

January 1, 2023 to March 31, 2026

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ARTICLE 1 – PREAMBLE

- (a) The general purpose of this Agreement is to establish uniform and fair wages, hours and working conditions for all employees of the Employer covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between Employer and employee and to prevent waste, unnecessary and avoidable delays and expense so that labour or other costs may be as low as possible consistent with fair wages and working conditions.
- (b) This is a multi-purpose Agreement that is applicable in its general form to the fabrication, construction, service and maintenance of liquid, fuel handling and transfer equipment. It applies only indirectly to the Building and Construction Industry. The employee members directly covered shall be termed Metal Trades members and shall not be required to qualify as Building Trades Journeypersons.
- (c) The wage rates as set out in Schedule "A" of this agreement are based upon the recognition of the Petroleum Equipment Installer and Petroleum Equipment Service Technician classifications which are proceeding through the Construction Industry Training Organization (CITO) with the goal of becoming SkilledTradesBC accredited training programs.

ARTICLE 2 – SCOPE OF AGREEMENT

- (a) This Agreement shall apply to all employees engaged in fabrication, construction, servicing and related work in or from the Shop or other recognized location of the Employer. This agreement excludes management personnel, office and sales staff.
- (b) All fabrication work falling within the jurisdiction of the Building Trades Journeyperson and coming in direct competition with Employers signatory to the Standard Agreement of Local Union 170, (e.g., Bulk Terminals), but not to include work mentioned and defined in "Classifications (Schedule "B")", shall be paid at the rate and conditions of the Standard Agreement.
- (c) All field work coming within the Trade Jurisdiction of the Building Trades Journeypersons of the Building and Construction Industry shall be done by Journeypersons of Local Union 170 at the appropriate rate and conditions.

ARTICLE 3 – MANAGEMENT RIGHTS

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

Any person conducting a Shop as a sole proprietorship under the jurisdiction of this Local Union retains the right to work with the tools.

Where two (2) or more persons are conducting a Shop as a legal partnership under the "Partnership Act" of the Province of British Columbia, only one (1) of such persons has the right to work with the tools, and only that one (1) will be recognized by the Local Union as a working partner. Such working partner must be designated by the persons conducting the shop as a partnership at the time this

Agreement is entered into, and the declaration of partnership filed under the "Partnership Act" must be produced by such person, if requested.

Where a limited liability company is operating a Shop under the jurisdiction of Local Union 170, only one (1) active major shareholder of such limited liability company has the right to work with tools, and no other member of the company shall have the right to work with the tools. Within the terms of this paragraph, "Major" means ten percent (10%) of equity worth in the company

ARTICLE 4 – UNION SECURITY

- (a) The Union shall be the sole bargaining authority for all employees covered by this Agreement, and it is agreed that all present and future employees coming under the scope and provisions of this Agreement shall become members of and/or maintain membership in the Union.

All new employees shall be informed of this Section.

Union membership will be available to all on an equal basis without discrimination, subject only to the Bylaws and Constitution of the Union.

- (b) The Company agrees to notify the Union when additional employees are required; it is understood, however, that in the event that the Union is unable to supply the requirements of the Company for additional employees after reasonable notice (forty-eight (48) hours), these additional employees may be secured from other sources provided that the employees so obtained shall first obtain a "clearance" from the Union.

This obtaining of a "clearance" from the Union shall ensure that all employees are proper members or applicant members of the Union, have properly signed appropriate dues check-off cards. (and have qualified themselves for International Death Benefit, etc.) Where, due to distance involved and where a hardship would be evident for a potential employee to obtain "clearance" from the Union Office, arrangements may be made for proper "sign-up" by responsible Shop Stewards.

The Union recognizes the importance of the Employer being able to try and secure new employees with the suitable skills and abilities necessary for the industry. The Employer may review and select based upon an evaluation of the qualifications of three (3) Union hiring list candidates supplied by the Union when a request for a new employee is made by the Employer.

- (c) On out of town projects, the Employer may employ casual labour in the Trainee 4th term category for a maximum of fifteen (15) days without the employee becoming a member of the Union. Said casual employee must have working dues deducted as per section (d) below. The Employer cannot employ casual labour while an employee is in a laid off position in the "C" classification and has obtained seniority under the collective agreement, without the approval of the Union (not the steward).

- (d) **Working Dues Check-off**

One and one half percent (1½%) per hour working dues shall be deducted from each employee covered by this Agreement for each hour earned and the amount remitted to the Union not later than the 15th day of each month following the month in which deductions were made. Each employee shall submit a written authorization to their Employer as a condition of employment.

ARTICLE 5 – REPRESENTATION

- (a) Business Representatives of the Union shall have access to the Shop or worksite during lunch hours for conducting Union business, but at other times prior notice will be given to Management.
- (b) A Shop Steward shall be recognized and shall not be discriminated against for the performance of their duties within the terms of this Agreement.
- (c) A committee shall be established with equal representation from the employees and the Employer to address issues of concern. This committee shall not alter or amend the collective agreement.

ARTICLE 6 – HOT EDICTS

- (a) The Union reserves the right to refuse to handle or install any materials or equipment coming from persons or firms who are considered unfair to Local Union 170 or the Labour Movement. The Business Representative of the Union shall inform the Employer of all such actions.
- (b) In the event of it becoming necessary to take such action on any job it will not be considered a violation of the Agreement, and no effort will be taken by the Employer to replace such employees or have such materials installed by other than members of Local Union 170, unless with the approval of the Business Representative.
- (c) The Employer agrees that no portion of a contract coming under the jurisdiction of this Agreement shall be sub-contracted to a non-signed or let on a piece-work basis to a non-signer of this Agreement; and the Union agrees that it will not permit its members to accept piece-work or labourer direct assignment plus labour, contracts, on work covered by this Agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

- (a) Any employees shall have the right to report to the Shop Steward any grievance or dispute which they cannot settle with their charge hand, and upon the grievance or dispute being reported in writing to the Shop Steward. The Shop Steward shall take the matter up with the management representative. Should the ruling of the management representative be deemed unsatisfactory the issue shall be taken up by the Business Representative.
- (b) Should such measures fail to resolve the dispute either party may refer the matter to Arbitration.

ARTICLE 8 – ARBITRATION

- (a) All unsettled differences between the Parties coming within the scope of or arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether the matter is arbitrable, shall be settled by arbitration, without stoppage of work.
- (b) The party requesting arbitration shall do so in writing addressed to the other party and shall state the difference to be arbitrated.

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- (c) Should the parties be unable to agree within ten (10) working days, upon who such arbitrator shall be, then they shall forthwith request the Minister of Labour to appoint. These time limits may be extended by mutual agreement
- (d) Each Party shall pay its own costs and expenses of Arbitration, and one half (½) the compensation and expenses of the single arbitrator and stenographic expenses.
- (e) The Arbitrator appointed as above shall not have any jurisdiction to alter or change any of the provisions of the Agreement, to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of the Agreement.
- (f) It is the desire of the Company and the Union that the Arbitrator should meet within thirty (30) days after the appointment.
- (g) The decision of the Arbitrator will be final and binding on the parties hereto and should be rendered as rapidly as the Arbitrator considers practical.
- (h) By mutual agreement of the Parties, the periods of time stated above may be extended. Saturday, Sunday and Statutory Holidays shall not be counted in determining the time within which any action is to be taken under this Article.
- (i) Correspondence between the Parties concerning Arbitration shall be by email followed by registered mail.

ARTICLE 9 – WAGE RATES AND CLASSIFICATIONS

- (a) Wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.
- (b) Should new classifications be required that do not obviously fit into the attached Schedule of Classifications, the Union and the Employer shall immediately sit down and negotiate a satisfactory name and wage rate for such new classification. The agreed rate will become part of this Agreement.

ARTICLE 10 – PAY DAYS

Pay days will be every second Friday, it being understood that the employer will hold back no more than five (5) days pay in any pay period.

Overtime - All overtime to be paid on cut-off unless banking up to a maximum equivalent of 120 straight time hours in accordance with Article 19(l).

ARTICLE 11 – HOURS OF WORK, OVERTIME AND SHIFT WORK

The Parties agree to establish a committee to discuss Article 11 during the term of the Collective Agreement.

- (a) Regular workdays shall be from Monday to Friday inclusive, and regular work hours shall be from 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M. The regular work week shall be forty

(40) hours and the regular workday shall be eight (8) hours. The regular hours of work may be amended to allow one (1) hour variation on either side of the 8:00 a.m. starting time. Further, the regular starting time may be amended to allow for up to two (2) hours variation on either side of the 8:00 a.m. starting time by mutual agreement by the Employer and Union.

- (b) All daily overtime worked Monday to Friday inclusive, in excess of normal work hours, shall be paid at time and one-half (1½X) for the first three (3), and double time thereafter.

All work performed on Saturdays shall be paid at time and one-half (1½X) for the first eight (8) hours and double time thereafter.

- (c) All work performed on Sundays and Statutory Holidays will be paid at double time rates. When it is found necessary to work what are generally known as second or third shifts, the hours of work and payment thereof shall be as follows:

Seven and one-half (7½) hours shall constitute the second shift for which eight (8) hours wages and "fringes" shall be paid. Seven (7) hours shall constitute the third shift for which eight (8) hours wages and "fringes" shall be paid.

If it is found necessary to transfer an employee from one (1) shift to another, a period of at least one (1) full shift must elapse between shifts worked.

- (d) A compressed work week of four (4) days per week, ten (10) hours per day (four-tens) of straight time may be established by mutual agreement between the Employer and the Union. Where the four-tens schedule is agreed to it may be from Monday to Thursday and Tuesday to Friday, employees will be rotated monthly unless there is an agreement amongst the employees and approved by the Union. In the event a fifth day is worked, it will be paid at time and one-half (1½X). If a sixth day is worked, it will be paid at double time. Statutory holidays and Sundays will continue to be recognized as per the collective agreement.

By mutual agreement between the Employer and the Union, modified work schedules may be adopted.

ARTICLE 12 – STATUTORY HOLIDAYS

- (a) The Statutory and recognized Holidays shall be:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	National Day for Truth and Reconciliation	Boxing Day

An additional three (3) floating statutory holidays shall be taken at a time mutually agreeable between employee and Employer. This shall constitute the fifteen (15) recognized statutory holidays in this collective agreement. It is recognized that the Employer may adopt a policy that all floaters are taken in the calendar year they are accumulated. Should any further holiday(s) be declared by any level of government, a floating holiday(s) will be converted to the declared holiday(s) and the combined total of Statutory and recognized holidays and floating holidays will remain at fifteen (15).

Any holiday falling on a Saturday or Sunday shall be observed the following work day(s).

Employees not required to work on these days shall receive straight time pay for such holidays. Employees shall be paid for such holidays if on day off or if on vacation, but not if absent from work without authorization or by reason of being off on Workers' Compensation or other leave of absence. The Employer shall have the right to designate how many employees shall work on these twelve (12) named statutory holidays, such work to be done at double time rates in addition to pay for the holiday.

In the event that a new employee has worked less than twenty-eight (28) working days before a Statutory Holiday they will be paid four percent (4%) of their earnings on that Statutory Holiday. In the event of an employee leaving the Company, they will be paid four percent (4%) of their earnings from the last Statutory Holiday paid to termination.

ARTICLE 13 – YEARLY VACATIONS

- (a) For employees employed prior to January 1, 2002 refer to the 2018 – 2022 Collective Agreement for the grandparented vacation schedule.

It is recognized that the scheduling of annual vacations is on the basis of seniority and that the Company may limit the number of employees on vacation at any time in order to properly maintain and schedule the operations of the Company.

- (b) It shall be a violation of this Agreement for an employee to forego their paid vacations or to work for wages during the vacation period.
- (c) The total amount earned shall be paid at the time of permanent layoff, at the time the vacation is taken, or once a year, whichever constitutes the lesser period.
- (d) Vacation entitlement shall be provided based on the employee's anniversary date on the following basis and upon completion of:

Years of Service	Accumulation
1 st to 3 rd	10 days
4 th to 15 th	15 days
16 th to 25 th	20 days
25 th +	25 days

- (e) All employees (whether grandparented or not) will be provided vacation based upon paragraph (a) or (d) above. Vacation pay will be on the basis of the employee's hourly wage rate at the time the vacation is taken (exclusive of overtime and benefits), multiplied by eight (8) hours per day multiplied by the number of entitlement days.

ARTICLE 14 – PENSION PLAN

- (a) Each Employer shall contribute three dollars and three cents (\$3.03) for each hour earned by each employee working under the terms of this Agreement to the Local Union 170 Pension Plan or other registered plan as designated by the Union.

(b) Local Union 170 Pension Plan Trustees

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

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

ARTICLE 15 – HEALTH AND WELLNESS PLAN

- (a) The Employer shall contribute two dollars and sixty-seven cents (\$2.67) per hour worked to the UA Local 170 Health and Wellness Plan for each employee employed under this Agreement.

(b) Local Union 170 Health and Wellness Plan Trustees

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

ARTICLE 16 – CONSTRUCTION INDUSTRY REHABILITATION PLAN

The Employer shall contribute four cents (\$0.04) per hour worked and deduct four cent (\$0.04) per hour worked from each employee for the Construction Industry Rehabilitation Plan (CIRP). These amounts will be forwarded to the Union in accordance with Article 17 and will be forwarded by the Union to CIRP.

ARTICLE 17 – PAYMENT OF TRUST FUND CONTRIBUTIONS

(a) Payment of Trust Fund Contributions

Contributions to the foregoing Funds shall be due and payable at the Union office and shall be made in regular monthly remittances, cheques payable at par to the Trust Company or Trust Account designated by the Trustees of the Funds.

All such cheques shall be mailed in accordance with such procedures as are prescribed by the Trustees.

All contributions to the Funds shall be due and payable on or before the 15th day of the calendar month following the month in which the obligation arose to pay the contributions. The monthly contributions shall arise as agreed upon in any existing or future Collective Agreements and shall include the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a report form as prescribed by the Trustees of the Funds, and should the Employer have no Employees during the month for which contributions would be owing and payable, the Employer shall submit a "nil" report indicating that they have no Employees working under the terms of this Agreement.

(b) Delinquent Payments and Inspections

A payroll verifier appointed by the Union shall inspect, by appointment with the Employer, the Employer's Payroll to ascertain whether contributions to the Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable, in addition to the contributions, for cost of such inspection and audit.

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

ARTICLE 18 – SAFETY AND HEALTH

- (a) All parties agree to accept, promote and conform to the Occupational Health and Safety Regulations of the Workers' Compensation Board (WorkSafe BC).
- (b) It is agreed that clean and adequate lunchroom and toilet facilities shall be available to the work force.

ARTICLE 19 – WORKING CONDITIONS

- (a) Rest Periods - Employees shall be entitled to two (2) ten (10) minute rest periods each day; one (1) period before and one (1) period after lunch break.
- (b) Tools - The Employer will replace legitimately stolen or broken tools (including tool box) or pay the insurance deductible on stolen tools up to a maximum of four hundred dollars (\$400.00) per year based on the supply of appropriate receipts, said payment to be made within two (2) weeks. The employee shall submit to the Employer a list of personal tools and shall update the list when new employee tools are purchased.
- (c) Notice of Layoff - Employees choosing to terminate their employment with the Employer shall give one (1) hour's notice. The Employer shall give notice when an employee is laid off as per the Employment Standards Act provisions, if required, or as a minimum, one (1) hour's notice.

(d) Leaves of Absence

- (i) Employees are entitled to sick leave in accordance with the provisions of the *BC Employment Standards Act*
- (ii) Employees serving on Union committees or as trustees of the funds covered by the Agreement may request an unpaid leave of absence for these purposes. The employee must request this leave a minimum of two (2) business days before it is scheduled to commence. Such leave will be approved by the Employer unless it would unduly interfere with reasonable operational requirements.

(e) Trade Tickets - Employees will be given time off required for testing at straight time rates when renewing their T.Q. tickets or required certifications, however, an employee must qualify by being with the Employer for a period of thirty (30) working days.

(f) Overtime - The Employer will not unreasonably require an employee to work overtime. Employees will be reimbursed for the cost of an overtime meal for the employee, upon presentation of the receipt to the Employer, when overtime continues for three (3) or more hours after the completion of the regular shift.

(g) Work Gear – The Employer will provide a boot allowance to reimburse the cost of one pair of boots per calendar year with an annual maximum of three hundred and fifty dollars (\$350.00) per employee. The Employer will supply and launder suitable coveralls as required. Coveralls to be laundered on a weekly basis by the Employer. The Employer is to supply fire retardant rain gear when required to perform the work. Supply and control of fire retardant raingear to be maintained in the Employer's shop.

(h) Out-of-Town Work

1. When required to do so by the Employer, all time spent travelling on weekends or Statutory Holidays to and from out-of-town projects will be paid at double time rates.
2. When an employee is sent out of town by the Employer, they shall be supplied with first class room and board. When the employee requests payment of a subsistence allowance for meals, it shall be at seventy dollars (\$70.00) per day, based on fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch, and thirty-five dollars (\$35.00) for dinner. In locations where it is not possible to get adequate meals at the above rates, actual reasonable expenses will be reimbursed by the Employer, if receipts are provided.
3. The Employer will endeavour to give all employees required to work out-of-town at least forty-eight (48) hours notice.
4. The Employer will provide travel expenses by public conveyance (including airlines but not taxi) to take employees home for the weekend after each three (3) weeks of time spent away from home. Travel to be done on employee's time. This is only applicable to jobs of one (1) month's duration or more.
5. Where travel home from an out-of-town project on a day the employee worked would result in combined work and travel of more than twelve (12) hours in a day the employee will be required to spend the night following their work shift at the out-of-town location.

- (i) Accident - Where an employee is injured during regular work hours the employee shall be paid a minimum of eight (8) hours for the shift.
- (j) Bulletin Board - A Bulletin Board shall be made available by the Employer for the exclusive use of the Union for the posting of Union notices.
- (k) Travel - All regular travel is done on straight time rates.
- (l) Banked Overtime - (includes only those hours for which overtime is paid.) Each employee shall have the prerogative, upon written notice to the Employer to bank overtime up to a maximum of one hundred and twenty (120) hours in each calendar year. When these hours have been accumulated, the employee may either take them as paid time off or wages, subject to the Employer's ability to schedule relief. All outstanding banked overtime will be paid out at year's end.
- (m) Servicepersons on Call will be supplied with a beeper or other electronic communication device, upon request.

ARTICLE 20 – SENIORITY

- (a) The Employer shall maintain a seniority list which shall be revised as required and which shall be available to the employees and the Union. This list will be posted at all times on the Union bulletin board in the Employer's shop.
- (b) New employees shall be probationary and shall have no seniority until employed for a period of five (5) months, after which time they will acquire five (5) months on the seniority list.
- (c) It is agreed that the employees with the least seniority will be first affected in the case of lay-off or demotion providing that the more senior employee is satisfactorily able, willing and qualified to efficiently perform the work available. Employees with the greatest seniority will be given preference in recall, providing that the employee is satisfactorily able, willing and qualified to efficiently perform the work available.

Where the Employer does not make training available to the employee(s) in their classification (see Article 1(c) for classes), the Employer will not be able to rely on the wording in Section (c) of this Article which states in part: "employee is satisfactorily able, willing and qualified to efficiently perform the work available", but must rely only on the seniority with the company. Where the Employer makes training available and the employee does not avail themselves of such training, then seniority provisions will not apply.

- (d) Employees shall lose seniority rights for any of the following reasons: quitting, discharge for just cause, lay-off of longer than six (6) months, failure to report to work within three (3) days of recall without satisfactory explanation, absence from work for more than one (1) week without satisfactory explanation or a doctor's certificate.

If an employee in one classification has achieved the qualifying criteria (as determined by SkilledTradesBC) and demonstrated knowledge in another classification, the employee shall be given the opportunity to obtain certification in that classification (i.e. write the test).

- (e) Employment Standards Act provisions regarding the liability resulting from length of service shall apply to employees under this Agreement:
1. After three (3) consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
 2. The employer's liability for compensation for length of service increases as follows:
 - (a) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages
 - (b) after 3 consecutive years of employment, to an amount equal to 3 weeks' wage plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.
 3. The liability is deemed to have been discharged if the employee
 - (a) is given written notice of termination as follows:
 - (i) one weeks' notice after 3 consecutive months employment
 - (ii) 2 weeks' notice after 12 consecutive months of employment
 - (iii) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice
 - (b) is given a combination of written notices under subsection (3)(a) and money equivalent to the amount the employer is liable to pay, or
 - (c) terminates the employment, retires from employment, or is dismissed for just cause
 4. The amount the Employer is obligated to pay becomes payable upon termination of the employment and is calculated based on forty (40) hours per week except when the employee's regular work week is less than forty (40) hours (as agreed to by the Employer and employee) in which case the lesser applies.
 5. For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary lay-off is deemed to have been terminated at the beginning of the layoff.

ARTICLE 21 – UNION LABEL

- (a) During compliance with all the provisions of this Agreement, the Employer may by arrangement with the Union, display the Union Label of the United Association on any or all items produced exclusively under the terms of this Agreement.
- (b) The Employer agrees that all Union Labels shall be the property of the Union and said permission to display the Union Label may be revoked by the Union for causes the Union deems adequate.

ARTICLE 22 – SERVICE

(a) 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 the Employee shall be paid the following:

Monday to Thursday	1 hour at straight time plus actual hours worked at the prevailing rate
Friday to Sunday	2 hours at straight time plus actual hours worked at the prevailing rate

If a Statutory Holiday falls on a day other than Friday, Saturday and Sunday, the Employee will receive two (2) hours at straight time.

If the Employee, while on standby, is used to dispatch other employees, the Employee on standby shall be paid at straight time rates for any time in excess of the standby time provisions.

(b) Service Technician – Administration Duties

All paperwork necessary for billing purposes must be completed at the conclusion of each service call prior to leaving the customer's premises (unless there is a compelling reason it cannot be done on site) and submitted to the Employer no later than the end of the employee's shift. If overtime is required to complete this paperwork the employee is not entitled to decline such overtime.

All receipts for miscellaneous expenses (e.g. parts) must be submitted ASAP after the expense was incurred. In no circumstance shall such receipts be submitted more than ten (10) working days after the expense was incurred.

ARTICLE 23 – SUBCONTRACTING

There will be no subcontracting out of work that is normally done by the current Petroleum membership when there are Petroleum tradespersons within the affected company available to do the work without upsetting regular schedules.

ARTICLE 24 – AMENDMENTS

By mutual agreement between the parties to this Agreement any Article or Section thereof may be amended, revised or deleted or new Articles or Sections added during the life of this Agreement.

ARTICLE 25 – SAVING & DEPOSITION

(a) It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should it later be proven that it would be violation of any legally effective order or statute to comply with any provision or provisions of this Agreement, both parties agree to

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promptly renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes and the other provisions of this Agreement shall not be affected thereby.

(b) Copies of this Agreement shall be deposited with the necessary government agencies.

ARTICLE 26 – DRUG & ALCOHOL TESTING

The Parties will utilize the Construction Industry of BC Substance Abuse Testing and Treatment Program Policy as the reference Policy for this agreement.

ARTICLE 27 – DURATION OF AGREEMENT


(a) All provisions of this Agreement shall be effective as from January 1st, 2023 and for the period ending March 31, 2026 and shall continue in force and effect from year to year thereafter, unless either party shall desire a change and shall file notice with the other party of such a desire within the terms of *Labour Relations Code*, and the established wage scales and conditions specified herein shall continue in force and effect pending negotiations and settlement of any proposed changes suggested by either party. It is agreed that Subsections 50(2) and 50(3) of the *Labour Relations Code* shall be specifically excluded from and shall not be applicable to the Collective Agreement.

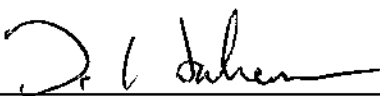
IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein the duly authorized Officers and/or Representatives of both Parties hereby affix their signatures.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

METAL TRADES DIVISION, UNITED ASSOCIATION
OF PLUMBERS AND PIPEFITTERS OF THE UNITED
STATES AND CANADA, LOCAL 170









Date: _____

SCHEDULE "A" – CLASSIFICATIONS

Wages:

Wage Package. If the Union chooses to utilize monies for additional contributions to the Health & Wellness and Pension Plan, the following wage rates will be adjusted down by an equivalent amount.

- May 1, 2023 five percent (5%) of the wage rate
- January 1, 2024 four percent (4%) of the wage rate
- January 1, 2025 four percent (4%) of the wage rate

Where an employee was paid above the rate contained in the Collective Agreement on April 20, 2023 their differential above the Collective Agreement rate will be maintained for the term of this Agreement.

First Aid Premium:

Fifty cents (\$0.50) per hour shall be paid for the Level 2 First Aid certificate should the Employer require such a designation. The Employer will post this requirement. The Union agrees that only employees from the area of work for which the First Aid certificate is required will be eligible.

	May 1, 2023	January 1, 2024	January 1, 2025
Installer/Technician	\$36.42	\$37.72	\$39.02
(Base "A" Rate per hour)			
Trainee			
8 th 6 mos. (90%)	\$32.78	\$33.95	\$35.12
7 th 6 mos. (85%)	\$30.96	\$32.06	\$33.17
6 th 6 mos. (80%)	\$29.14	\$30.18	\$31.22
5 th 6 mos. (75%)	\$27.32	\$28.29	\$29.27
4 th 6 mos. (70%)	\$25.49	\$26.40	\$27.31
3 rd 6 mos. (65%)	\$23.67	\$24.52	\$25.36
2 nd 6 mos. (60%)	\$21.85	\$22.63	\$23.41
1 st 6 mos. (55%)	\$20.03	\$20.75	\$21.46

When the Petroleum Equipment Installer and Petroleum Equipment Technician apprenticeship classification system is recognized, this will override the following:

The parties agree to meet to determine the core and supplemental (may be specific to each firm) training requirements needed for Employees to progress through the training structure. Wording is to be determined and implementation sought by December 31, 2005. Should the parties not be able to agree to the core and supplemental training structure, the matter will be dealt with through Article 8 - Arbitration as provided for in this agreement.

Employees not meeting the core and supplemental training requirements (assuming the Employee has been provided the opportunity by the Employer to receive the necessary core and supplemental training) will not be advanced to the next step of the pay schedule. If such a delay in advancement occurs, the Union will be notified in writing by the Employer as to the causes for the delay.

Metal Trades Division UA Local 170 Petroleum Agreement

Worker Classifications:

Classification	Hourly Wage
Petroleum Equipment Installer	Base "A" rate
Service Technician	Base "A" rate
Counter Parts Salesperson	Base "A" rate
Fabricator Journeyman	Base "A" rate
Trained Shipper-Receiver	85% of "A" rate
Electrician	\$ 0.50 above "A" rate
Foreperson	\$ 1.00 above "A" rate
B Gas Journeyman	\$ 0.50 above "A" rate
Welder – Class B pressure ticket	\$ 0.50 above "A" rate
Steamfitter Journeyman	\$ 0.50 above "A" rate
Pipefitter Journeyman	\$ 0.50 above "A" rate

The "A" rate is the Journeyman rate as noted in the wage schedule.

Certification for Employees:

The intent of this clause is that all parties will strive to have all employees working as PE Installers and/or Service Technicians obtain certification of this trade to enhance the well-being and longevity of the trade, the Employers and their employees.

- 1) For current employees (i.e. those employed as of December 31st, 2013), failure to obtain certification by the end of 2014 will result in the employee remaining at the 2014 pay rate until certification is obtained. Those current employees who obtain their certification after December 31st, 2014 but before April 1st, 2015, will receive a payment equal to the difference between the 2014 and 2015 pay rates for all hours worked after December 31st, 2014 to the date they obtain their certification. For current employees who do not pass after the third attempt, the Employer and the Union will meet to discuss a resolution.
- 2) Current or new employees who outright refuse to write the certification test (the test) will be paid at 80% of the "A" rate.
- 3) Employees must give at least 15 days notice to the Employer before writing the test.
- 4) The Employer will pay the cost for the employee's time to write the test and the cost of the test and the first retest if required.
- 5) After applying to write the test, employees have a maximum of 90 calendar days to write the test.
- 6) For new employees who obtain their qualifying criteria (as determined by the SkilledTradesBC) after January 1st, 2014 they must obtain their certification within twelve (12) months of the date they reach the criteria.
- 7) Any new employees who do not obtain certification will remain at the rate of pay they were at when they reached their qualifying criteria.

Metal Trades Division UA Local 170 Petroleum Agreement

For the purpose of this Clause only the following criteria will prevail.

On new construction work where the Company is the General Contractor one (1) designated Journeyperson will be assigned to act as Construction Foreperson on all out-of-town marketing terminals (except retail and consumer outlets).

Out-of-town to be defined as beyond Hope and Squamish. Renovations to or maintenance and/or replacement of existing facilities not included.

SCHEDULE "B" – CLASSIFICATIONS – DEFINITIONS

- (a) Maintenance shall be any work performed of a maintenance repair or renovation character within the limits of the Service Station or Marketing facilities (excluding Oil Refineries).
- (b) Dispatch will be considered an office staff function outside the bargaining unit if it is done by office staff who "take the call, record the customer's information, and pass on this information to the appropriate service mechanic". Individuals performing this function along with their office duties will not provide trouble-shooting services to the customer over the telephone or be responsible for directing/supervising the work of the service mechanics.
- (c) The word "repair" used within the terms of this Agreement and in connection with maintenance is work required to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- (d) The word "renovation" used within the terms of this Agreement and in connection with maintenance is work required to restore by replacement or by revamp or parts of existing facilities to efficient operating condition.
- (e) Building Construction Agreement shall mean the Agreement between the Construction Labour Relations Association of British Columbia and Local Union 170 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, A.F.L. - C.I.O. - C.F.L.
- (f) A Journeyperson means a qualified Metal Trades Petroleum Fitter who has experience in general pipefitting.
- (g) An Apprentice is a person who is bound by indenture for a prescribed period with a view of learning the trade.
- (h) A Metal Trades mechanic cannot work in the jurisdiction of the Building and Construction Division except on the installation of Gasoline Tanks, Pumps, Vent lines, Greasing Equipment, Motor Oil Lines, Air Lines and all interconnecting piping to and from such tanks and pumps. This Clause not to include Plumbing, Heating and all other miscellaneous piping systems not mentioned above.

LETTER OF UNDERSTANDING

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC
on its own behalf, and on behalf of its Members
Hereinafter referred to as "the Employer"
PARTY OF THE FIRST PART

AND:

**UNITED ASSOCIATION JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA, Metal Trades Division Local Union 170**
Hereinafter referred to as "the Union"
PARTY OF THE SECOND PART

As per the Memorandum of Agreement agreed to on June 14, 2005 between the Parties the following constitutes the agreed upon Letter of Understanding.

1. Article 11 B Hours of Work, Overtime and Shift Work

- (b) A Letter of Understanding as attached hereto is agreed to by the Parties which spells out the terms and conditions as agreed to provide Saturday as a regular workday.

The Parties agree to the following:

- a. This shift option applies to only Service Mechanics
- b. The shift shall be Tuesday to Saturday
- c. The regular established hours of work in the collective agreement shall apply
- d. The Employer must post this offer for volunteers from the Employer's group of Service Mechanics
- e. This schedule shall last for three (3) month duration, then the position if still required, shall be re-posted by the Employer.
- f. Either Party may cancel this Letter of Understanding with 30 days notice.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

METAL TRADES DIVISION, UNITED ASSOCIATION
OF PLUMBERS AND PIPEFITTERS OF THE UNITED
STATES AND CANADA, LOCAL 170

"Clyde H. Scollan"
Clyde H. Scollan

"Borys Lessy"
Borys Lessy

"R.R. Lashin"
Robert R. Lashin

LETTER OF UNDERSTANDING

BY AND BETWEEN:

Metal Trades Division Local Union 170

(the "Union")

AND:

Construction Labour Relations Association of BC (CLR)

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

(the "Employer")

Re: Metal Trade Division Local Union 170 Petroleum Agreement

(the "Agreement")

The Parties agree to work together using the UA Standard for Excellence as a guideline to develop an effective and cooperative program to improve the efficiency, productivity, and performance of the member employees and the relationship between all parties.

The parties agree to review the effectiveness of the program at least on an annual basis.

Dated this 20th Day of December, 2017

Dated this 20th Day of December, 2017

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

Metal Trades Division of UA Local 170

"M Zaine"

"Bony's Lessy"

LIST OF SIGNATORY EMPLOYERS

The following employers are members of the Construction Labour Relations Association of BC and have authorized the Association to bargain and sign on their behalf the new Petroleum Agreement with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Metal Trades Division, Local 170.

1. National Energy Equipment Inc.
2. Western Oil Services Ltd.