

REFRIGERATION & AIR CONDITIONING AGREEMENT

Collective Agreement for Construction

BY AND BETWEEN:

**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 document and, and those members added from time to time by notice given to the BCBCBTU.

AND:

**UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA LOCAL UNION 516**

May 1, 2019 to April 30, 2023

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INTRODUCTION

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.

It is recognized that the current Standard for Excellence contains both employee and Employer responsibilities and as such both parties shall make every reasonable effort to comply with these Standards.

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 pumps. Further, to establish and maintain fair conditions of labour for all Employees and to provide protection for Employers and Employees in the Industry. It shall also be the purpose of this Agreement to increase the efficiency of workers and to set up a method of settling any differences which may arise between the Parties to this Agreement in a just and equitable manner. Any Employee terminated for just cause shall appear before the UA516 Standard for Excellence committee when summoned.

The parties agree that it is essential to have employees upgrade their skills with regular formalized training to expand the knowledge base of the employees to help improve performance, efficiency, confidence and satisfaction. Further the parties agree to work together to ensure employees take this training on an annual basis and that the employees take responsibility for and participate in this training.

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

CLAUSE 1.00 -- UNION RECOGNITION BY THE EMPLOYER

- 1.01** The Party of the first part hereby agrees to recognize the Local Union No. 516, the Party of the second part, and to engage and employ only members in good standing of this organization in the carrying out of work in connection with the construction, installation and startup 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.
- 1.02** 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, remodeled, revamped or redesigned mechanical and/or solar system in operational order.
- 1.03** It is understood that this is to include all classes of labour as outlined in Clause 4 of this Agreement.

- 1.04** It is understood that where ever reference is made to one gender in this document it is inclusive of both.

CLAUSE 2.00 -- DISPATCH

- 2.01** 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.
- 2.02** Any violation of this clause will be referred to the Joint Conference Board provided for in Clause 16 of the Collective Agreement.
- 2.03** 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.
- 2.04** 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.
- 2.05** The parties agree that all new employees dispatched by the Union will have the following training:
- Fall Arrest
 - Confined Space Awareness
 - Elevated Platform
 - WHMIS
 - Transportation of Dangerous Goods (TDG)
 - Counterbalance Forklift
 - Personal Protection Equipment (PPE)
 - Respirator Training
 - Hot Work
 - Asbestos Awareness
 - Reporting Injuries
 - Lockout Procedures

All existing employees who do not have this training shall obtain it as soon as is practically possible. It shall be the responsibility of the union and the employees to keep theseis training certifications current.

CLAUSE 3.00 -- MANAGEMENT RIGHTS

- 3.01** 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.
- 3.02** An Employee shall adhere to the Employer's Company policy, providing the Company Policy does not conflict with this Agreement. Conflicion, if any, shall be referred to the Joint Conference Board.

CLAUSE 4.00 – APPRENTICES AND HELPERS

- 4.01** Rate for apprentices to be decided by the B.C. Provincial Apprenticeship Act. Apprentice to journeyman ratio shall be one (1) to one (1). 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.
- 4.02** 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 at least 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. 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.

Helpers may be employed for two (2) years before a decision is required by the Employer as to whether the helper is suitable to enter the apprenticeship program or continue in the helper classification. It is the intent that Helpers will be chosen from Local 516's pre-employment classes, but on out of town installation work, Helpers may be hired from the local area. At no time shall there be more helpers then journeymen or apprentices on the job. This Clause will be reviewed annually by the JCB to determine its effectiveness. Helpers will be paid thirteen dollars and fifty cents (\$13.50) plus one dollar and fifty cents (\$1.50) for Holiday Pay with 2 weeks holidays. No contributions for Health and Welfare and Savings are required.

CLAUSE 5.00 -- FOREMEN

- 5.01** 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.

CLAUSE 6.00 -- HOURS OF LABOUR

- 6.01** The hours of labour shall be eight (8) hours per day, Mondays to Fridays inclusive. Under the terms of this Agreement this shall be the standard week of forty (40) hours. A compressed work week of four (4) days per week may be established by mutual agreement between the Employer and the Union. In the event a fifth day is worked, it would be paid at time and one-half. If a sixth day is worked, it would be paid at double time.
- 6.02** 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.
- 6.03** In the event of it becoming necessary to work more than one (1) shift, such extra shifts or shift shall be for a minimum period of three (3) nights, and Employees engaged for such shifts shall receive two dollars (\$2.00) per hour premium for non-day shift work (work that starts after 4:00 p.m.) No Employee shall work through two (2) consecutive shifts in any calendar day as set forth in this Section 6.03.
- 6.04** 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.
- 6.05** 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. Hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with them to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.
- 6.06** On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.
- 6.07** 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.
- 6.08** All 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 time and one-half (1-1/2) for the first two (2) hours Monday through Friday and the first eight (8) hours on Saturday, (non-industrial projects only). Overtime on such extra shifts as may exist shall be computed on an exact similar basis. All work carried out on Saturday (industrial projects

only), Sunday and Statutory Holidays recognized by this Agreement shall be paid for at the rate of double time.

- 6.09** 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.
- 6.10** 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.

CLAUSE 7.00 -- BASIC MINIMUM WAGE SCALE AND FRINGE PAYMENTS

- 7.01** Under the terms of this Agreement both parties shall agree to the following minimum rates of pay as outlined herein: **See Wage Appendices "A" and "B".**

Apprentices originally dispatched May 1, 2015 and later will follow the minimum rates outlined in Appendices "A" and "B"

CLAUSE 8.00 -- VACATION AND STATUTORY HOLIDAYS

- 8.01** 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, Family 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.

In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which Non-Statutory Holiday currently provided in the Collective Agreement shall be floated to the period between Christmas and New Years.

On non-industrial projects only, Easter Monday, the Friday before BC Day and the Friday before Labour Day may be floated, and the day thereof worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the employer and employee.

- 8.02** Where mutually agreed the Employee may take two (2) consecutive three (3) day weekends in place of any of the three (3) four (4) day weekends established in 8.02 above (Easter Weekend, B.C. Day Weekend, Labour Day Weekend).
- 8.03** Vacation and Statutory Holiday Pay shall be paid on an Employee's regular pay cheque.

- 8.04** 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.

CLAUSE 9.00 -- TOOLS

9.01 Tool Allowance

The Employer shall supply all tools used by Employees in carrying out their duties or, by mutual agreement, the Employees shall supply their own tools, and a tool allowance shall 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.

9.02 Tool Insurance

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.

9.03 Apprentice Tools

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.

9.04 Tool List

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 Hack saw
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 Jack knife

9.05 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

CLAUSE 10.00 -- CHECKOFF SYSTEM AND INDUSTRY FUNDS

10.01 Check-off and Union Dues

It is agreed by both Parties that the check-off system for collection of Union dues shall be used. The Employer shall deduct for a Dues Supplement an amount of one percent and one-quarter percent (1.25%) of hourly gross wages including fringe benefits (i.e. Holiday pay, Health & Welfare, Savings Plan) earned by all Employees while working under the terms of this Agreement and forward same to the Financial Secretary of the Union, no later than the fifteenth (15th) day of the calendar month following the month for which deduction was made.

The Employer agrees to deduct from the Employees' wages, paid in the first pay of the month, the sum equivalent to one month's dues at Journeyman or Apprentice rates, as determined by the Union, and remit this amount as outlined in Clause 10.01.

10.02 Health and Welfare

Each Employer shall contribute to the Health and Welfare Fund in accordance with the rates shown in Appendices A and B for each hour earned by each Employee. 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.

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

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

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

10.03 Savings Trust Fund

A Savings Plan Trust Fund is established into which the savings contributions will be paid. Each Employer shall contribute to the fund in accordance with the amounts indicated in Appendices A and B. It is agreed that the administration of the Fund will be the responsibility of Local Union 516. Based on agreement by the Parties the Vancouver Island based Employees increased the contribution rate to the Savings Trust -Fund; (see Appendix "B"). Regardless the total monetary increase for the Vancouver Island based Employees will equal that of the Mainland based Employers.

Each Employer bound by this Agreement shall contribute to the Savings Trust Fund established by the Union, on behalf of each Employee covered by this Agreement.

10.04 Rehabilitation Fund

The Employer shall contribute/deduct the amounts shown in Wage Appendices per hour worked by each Employee 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.

10.05 BCBCBTU Funding

The Employers will provide funding for the BCBCBTU as per the amounts shown in the Wage Appendices per hour for all hours worked by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

10.06 B.C. Jurisdictional Work Assignment Fund

The Employer shall contribute the amounts noted in the Wage Appendices per hour worked 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.

10.07 Journeyman and Apprenticeship Training Fund and Committee

Employer shall contribute the amounts noted in the Wage Appendices per hour worked by each employee to the Journeyman Apprenticeship Training Fund.

The Trustees of the Journeyman and Apprenticeship Training Committee will publish information pertaining to the number of personnel participating in the training program (Apprentices and Journeymen) on a quarterly basis. The information will be submitted to all concerned parties within fourteen (14) days of the completion of the particular quarter.

To assure the Industry of an adequate supply of properly trained and skilled Apprentices and upgraded Journeymen, training shall be under the jurisdiction of the Journeyman and Apprenticeship Committee

The duties and responsibilities of the JATC are as outlined in the Refrigeration Service & Maintenance Agreement in force and effect.

10.08 United Association Canadian Training Trust Fund

Each Employer shall contribute the amounts noted in the Wage Appendices per employee to the United Association Canadian Training Trust Fund.

10.09 Promotion/Organizing Fund

Effective May 1, 2018 the Employer shall contribute forty-five cents (\$0.45) for each hour worked by each employee to the Promotion/Organizing Fund. The general purpose of the Fund is to promote and strengthen the Unionized Employer and Unionized worker presence in the market place.

10.10 Contract Administration Fund (CLR dues)

Each Employer shall contribute thirteen cents (\$0.13) per hour worked by each employee to the Construction Labour Relations Association of BC (CLR). The Union will collect the dues and forward them to CLR. CLR reserves the right to alter this amount at any time during the term of this Agreement.

10.11 Terms of Payment of Remittances

Remittance monies for all funds will be remitted to the Union by the fifteenth (15th) day of the month following that which contributions cover.

10.12 Penalties for Delinquent Payment of Contributions and/or Deductions

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

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 fifteen percent (15%) 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.

10.13 Enabling of Funds

The parties will not reduce and/or eliminate any joint industry funds negotiated between the BCBCBTU and CLR (i.e.: Rehabilitation Fund) or individual dues to umbrella organizations, without the prior written consent of the BCBCBTU and CLR.

10.14 Drug & Alcohol Policy Fund

The Employer shall contribute the amounts noted in the Wage Appendices to fund the operation of the Drug & Alcohol Policy for each hour worked by each employee.

CLAUSE 11.00 -- TRANSPORTATION AND TRAVELING COMPENSATION

- 11.01** Employees sent out of town shall receive their board and transportation to and from such work. Room and board shall be provided on such out-of-town work or a subsistence allowance of one hundred and fifty dollars (\$150.00) per day upon receipt of vouchers covering reasonable expenditures. Alternatively, the Employer can provide accommodation and pay a meal allowance of \$ 60.00 per day.
- 11.02** Where an Employee is required to drive a company-supplied vehicle on out-of-town work, such hours of driving shall be paid for at straight time rates.
- 11.03** Where an Employee is required to use his own vehicle for out of town work, the Employee shall be paid the rate set annually by CRA per kilometre. The number of kilometres paid shall be from the from the Employee's residence or the shop, whichever point of departure is nearest the job site destination. for initial and terminal travel. Should an employee's residence be outside the provincial boundaries of British Columbia, the distance will be measured from the point the employee first enters the province of British Columbia while following the most direct route to the jobsite.
- 11.04** Employees shall be at the job or job site at their appointed start time within the free zone of the Lower Mainland defined as that area west of 276th Street south of the Fraser River and west of 272nd Street north of the Fraser River.
- 11.05** Personal cars or trucks to carry only hand tools, small refrigerant cylinders and small service parts.
- 11.06** New Employees hired by the Employer who choose to reside outside the Free Zone, or existing Employees who choose to relocate outside the Free Zone, shall have deducted from their wage rate an amount set by the CRA annually per kilometer (as per the Canada revenue agency) based on the distance from the Employee's residence to the boundary of the free Zone both ways. Should the Employee not have to travel into or through the Free Zone to work on any given work day, this amount will not be deducted.

CLAUSE 12.00 -- PAY DAYS

- 12.01** The Employer shall pay on a weekly or bi-weekly basis (with weekly draws if requested by the Employee). The draw will be on the basis of the base hourly rate less applicable taxes as pre-

arranged with the Employer. Pay shall be based on 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.

- 12.02** Any Employer who wishes to mail Employees cheques must have the consent of the Employee.
- 12.03** It is recognized that direct deposit arrangements can be provided.
- 12.04** Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

CLAUSE 13.00 -- WORKING CONDITIONS

- 13.01** 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.
- 13.02** 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.
- 13.03** The Employer shall allow time off work for any man who is serving on a Union Committee or for the purpose of serving as a Union Delegate to any conference or function at no cost to the Employer.
- 13.04** 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.
- 13.05** 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 WorkSafe BC Regulations.
- 13.06** 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.
- 13.07** Employees will not be required to supply rigging material and equipment.
- 13.08** 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.
- 13.09** A telephone shall be available whenever practicable for incoming or outgoing emergency purposes and incoming messages shall be relayed immediately.
- 13.10** 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.
- 13.11** Camp accommodations shall be those as established by the B.C. and Yukon Building Trades Council.

- 13.12** Gas masks will be supplied on the basis of one (1) freon mask per service vehicle.
- 13.13** Upon termination or layoff, 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.
- 13.14** On an eight (8) or nine (9) hour shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. When the 8 or 9 hr. shift is extended to ten (10) hours, a third rest break will be taken Notwithstanding the above, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however such rest breaks shall be of fifteen (15) minutes duration. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.
- 13.15** Employees working on ammonia equipment shall be provided by the Employer with an ammonia gas mask in good working condition.
- 13.16** No employee shall be permitted to use a cell phone or smart phone for personal use during working hours, excluding rest and meal breaks, and in the case of an emergency. Violations of the foregoing shall be dealt with through the disciplinary process as described in clause 15.04. No employee shall be required to install any app on their personal phone as a condition of employment.
- 13.17** The Parties agree that discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated within the open and inclusive craft building trades construction industry.
- 13.18** Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

CLAUSE 14.00 -- EMPLOYER, WORKER STATUS

- 14.01** 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.
- 14.02** 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.
- 14.03** Out-of-town warranty work to be carried out by certified members of Local No. 516.

CLAUSE 15.00 -- JOINT CONFERENCE BOARD

- 15.01** A Joint Conference Board will be formed of three (3) Employers and three (3) members of Local Union 516 who shall meet as requested by either party, at which meeting two (2) members of

each party will form a quorum. The CLR representative shall be a non-voting member of the Joint Conference Board and shall appoint the Employer members. The Business Manager of Local 516 shall also be a non-voting member of the Joint Conference Board and shall appoint the Employee members to the Joint Conference Board. Such Board will have power on behalf of the respective Parties hereto to:

- (a) formulate policy;
- (b) adjust Trade disputes and grievances; and
- (c) establish regulations governing the conduct of their members.

15.02 Any Board convened shall consist of an equal number of Employer and Union members.

15.03 Representation of the parties shall only be made by the Business Manager of Local 516 or his representative on behalf of the Employees, and by the CLR representative on behalf of the Employers.

15.04 The JCB recognizes the following discipline procedure as the procedure to be followed by signatory Employers in disciplining Employees:

- (a) one verbal warning
- (b) first written warning
- (c) second written warning and termination of employment if deemed necessary by the Employer

This progressive disciplinary process does not apply to automatic dismissal situations.

CLAUSE 16.00 -- DISPUTE, GRIEVANCE PROCEDURE

16.01 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.

16.02 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.

16.03 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 17.00 -- ARBITRATION PROCEDURE

- 17.01** 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.
- 17.02** 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.
- 17.03** 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 18.04 to 18.09 inclusive.
- 17.04** 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.
- 17.05** 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.
- 17.06** 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.
- 17.07** 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.
- 17.08** 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.
- 17.09** 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 18.01) shall be paid by the Party the said 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 18.00 -- PROCEDURE TO BECOME SIGNERS

- 18.01** 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.

CLAUSE 19.00 -- SAFETY CLAUSE

- 19.01** 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.
- 19.02** 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 WorkSafe BC Regulations may be considered cause for dismissal.

CLAUSE 20.00 -- VEHICLES

- 20.01** All company-supplied 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.
- 20.02** The Employer agrees that all company-supplied vehicles shall be maintained to at least the minimum standards set by WorkSafe BC and that said company-supplied vehicles must have a current motor vehicle safety inspection certificate.
- 20.03** Employees shall not be required to pay any company vehicle expenses from their own funds.
- 20.04** The Company will provide Employees with credit cards for use in company-supplied vehicles only. Such credit cards to be used for the purchase of gas, oil, service or other such minor repairs to the company-supplied vehicle.
- 20.05** The Employee shall not use his own personal car for the transportation of the Employer's tools.
- 20.06** Ownership of a car shall not be considered as a condition of employment.
- 20.07** Employees are to report Break-ins (e.g. break-in to an Employer provided service vehicle) immediately and complete the required paperwork, including filing a Police Report.

CLAUSE 21.00 -- CAMPS, PERIODIC LEAVE

- 21.01** 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.

Periodic Leave

- 21.02** 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, effective May 1, 2012, the Employer shall provide, on a "use it or lose it" basis, the following:

250 km to 500 km	\$ 175.00
501 km to 750 km	\$ 275.00
751 km to 10000 km	\$ 375.00
over 1000 km	\$ 475.00

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

- 21.03** 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.

CLAUSE 22.00 -- WITHDRAWAL OF MEMBERS

- 22.01** The Employer agrees that on new construction work the Union may withdraw its members:
- (a) If any signatory to this Agreement employs any non-Union workmen whose work falls within the jurisdiction of Local 516.
 - (b) The continued employment by the Employer of any person required by the Union to join the Union who has failed to join the Union.
 - (c) Failure of the Employer to remit on time any monies due him by the Health and Welfare Fund, dues check off or any other fund coming within the scope of this agreement.
 - (d) The subcontracting by any signatory contractor of work falling under the jurisdiction of Local 516 to a non-signatory of this agreement when members of Local 516 are available.
 - (e) The Employer agrees that it will in no way discriminate against any member of Local 516 who exercise his rights under this clause.

CLAUSE 23.00 -- RESERVATIONS CLAUSE

- 23.01** 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 24.00 -- UNION LABELS

24.01 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 25.00 -- REDUCTION IN CREWS

25.01 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

25.02 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 26.00 -- UNDERGROUND WORK

26.01 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 27.00 – B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN

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

27.02 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.

27.03 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.

27.04 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.

- 27.05** 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.
- 27.06** 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.

CLAUSE 28.00 -- SAVINGS CLAUSE

- 28.01** 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.
- 28.02** 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 29.00 – LEAVES FOR MILITARY RESERVE PERSONNEL

- 29.01** The parties agree to cooperate to facilitate broad and liberal leaves for operations and training for military leave for workers who serve as members of the Canadian forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

CLAUSE 30.00 -- DURATION AND AMENDING FORMULA

- 30.01** This Agreement shall be for the period from and including May 1, 2019 to and including April 30, 2023 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, 2004) 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:

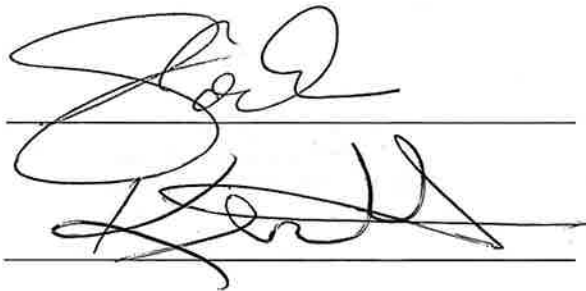
- (a) The Union shall give notice to strike (or until the Union goes on strike); or,
- (b) The Employer shall give notice to lock out (or the Employer shall lock out is Employees); or,
- (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement; whichever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

30.02 The operation of Section 50(2) and (3) of the Labour Relations Code is hereby excluded.

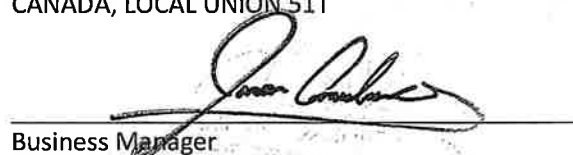
30.03 If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement, that section or part of the Agreement may be amended by mutual consent of the two (2) Parties.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS 24 DAY OF NOVEMBER 2023.

SIGNED ON BEHALF OF
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC



SIGNED ON BEHALF OF THE UNION
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL UNION 51T



Business Manager

LETTER OF UNDERSTANDING
Saturday Overtime Rates

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

SIGNED THIS 24 DAY OF NOVEMBER 2023.

SIGNED ON BEHALF OF

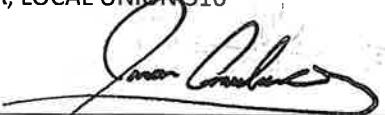
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC





SIGNED ON BEHALF OF THE UNION

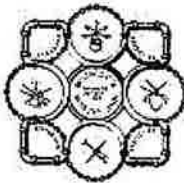
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL UNION 516



Business Manager



JASON AMESBURY
BUSINESS MANAGER



19560 - 96th AVENUE,
SURREY, BC V4N 4C3
Tel: 604-882-8212
Fax: 604-882-8207
Email:
jason@ua516.org

LETTER OF UNDERSTANDING

Between

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the
United States and Canada, Local No. 516
(Refrigeration Service and Installation Workers' Union)

And

Construction Labour Relations Association of British Columbia

This letter of understanding hereby replaces any and all provisions in and addendums to the collective agreement and/or letters of understanding regarding the JARTS Education Fund for UA Local 516 members.

Effective February 27, 2018 all signatory contractors shall pay one dollar (\$1.00) per hour earned ("Payment") into the Journeyman and Apprentice Training Fund (JATF) to be used solely for providing training for UA Local 516 members. Remittance shall be included in the calculation of UA Local 516 Industry Funds and shall be due on the 15th day of the calendar month following the contribution month. The governance and use of the funds shall be the responsibility of the JATF. The Employers will provide advisory input to UA Local 516's training programs, including the courses chosen and their content and make suitable comments on the results of the courses plus the quality of the graduates. This Payment shall continue as established through April 30, 2019 whereupon the parties shall meet to bargain the payment for training of UA Local 516 members.

UA Local 516 agrees to indemnify and hold harmless the Employers from any and all manner of actions, suits, contracts, claims, damages, costs and expenses of any nature or kind whatsoever, whether in law or equity however arising as a result of this Payment to the JATF.

This Letter of Understanding is effective February 27, 2018.

UA Local 516

CLRA of BC

Jason Amesbury
Business Manager

Representative

Date signed: 03/14/2018
m / d / yr

Date signed: 03/15/2018
m / d / yr

APPENDIX "A" – MAINLAND WAGE PACKAGE

Breakdown of Monetary Package		June 17, 2019				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions*	Total Monetary Package ^c
General Foreman ¹	115%	\$50.56	\$5.97	\$8.75	\$4.14	\$69.42
Foreman ¹	110%	\$48.40	\$5.71	\$8.75	\$4.14	\$67.00
Journeyman ¹	100%	\$44.07	\$5.19	\$8.75	\$4.14	\$62.15
Apprentices Hired Before May 1, 2015						
Level 10	90%	\$38.94	\$4.67	\$7.88	\$4.14	\$55.63
Level 9	80%	\$34.62	\$4.15	\$7.00	\$4.14	\$49.91
Level 8	75%	\$32.45	\$3.89	\$6.56	\$4.14	\$47.04
Level 7	70%	\$30.29	\$3.63	\$6.13	\$4.14	\$44.19
Level 6	65%	\$28.13	\$3.38	\$5.69	\$4.14	\$41.34
Level 5	60%	\$25.96	\$3.12	\$5.25	\$4.14	\$38.47
Level 4	55%	\$23.80	\$2.86	\$4.81	\$4.14	\$35.61
Level 3	50%	\$21.64	\$2.60	\$4.38	\$4.14	\$32.76
Level 2	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 1	35%	\$15.14	\$1.82	\$3.06	\$4.14	\$24.16
Helper		\$13.50	\$1.50	n/a	n/a	\$15.00
Apprentices Hired After May 1, 2015						
Level 10	90%	\$38.94	\$4.67	\$7.88	\$4.14	\$55.63
Level 9	80%	\$34.62	\$4.15	\$7.00	\$4.14	\$49.91
Level 8	70%	\$30.29	\$3.63	\$6.13	\$4.14	\$44.19
Level 7	60%	\$25.96	\$3.12	\$5.25	\$4.14	\$38.47
Level 6	55%	\$23.80	\$2.86	\$4.81	\$4.14	\$35.61
Level 5	50%	\$21.64	\$2.60	\$4.38	\$4.14	\$32.76
Level 4	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 3	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 2	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 1	35%	\$15.14	\$1.82	\$3.06	\$4.14	\$24.16
Employer Contributions ²		June 17, 2019				
Health Benefit Fund	E	\$2.81				
CLR Dues	W	\$0.13				
Rehabilitation Fund	W	\$0.04				
JAPlan ³	W	n/a				
Promo/Organizing Fund	W	\$0.45				
BCBCBTU Fund	W	\$0.05				
D&A Policy	W	\$0.01				
Apprenticeship (Including Canadian Training Fund)	W	\$0.05				
Journeyman Apprentice Training Fund	E	\$0.60				
* Total Employer Contributions - Straight Time Hours		\$4.14				
Total Employer Contributions - 1.5X Overtime Hours		\$5.85				
Total Employer Contributions - 2X Overtime Hours		\$7.55				

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate excluding the Gas B ticket premium.
2. As of June 17th, 2019 all Employer contributions are paid based on hours worked except the Pension, Health Benefit and JATF Funds, which are paid based on hours earned.
3. JAPlan contribution has suspended until further notice.

APPENDIX "A" – MAINLAND WAGE PACKAGE

Employee Deductions	June 17, 2019		
	Hourly Dues (1.25% of Gross Wages)		Rehab Program
General Foreman	\$0.88		\$0.04
Foreman	\$0.85		\$0.04
Journeyman	\$0.79		\$0.04
	Apprentices hired before May 1, 2015	Apprentices hired on or after May 1, 2015	
Level 10	\$0.70	\$0.70	\$0.04
Level 9	\$0.63	\$0.63	\$0.04
Level 8	\$0.59	\$0.55	\$0.04
Level 7	\$0.55	\$0.48	\$0.04
Level 6	\$0.52	\$0.44	\$0.04
Level 5	\$0.48	\$0.41	\$0.04
Level 4	\$0.44	\$0.33	\$0.04
Level 3	\$0.41	\$0.33	\$0.04
Level 2	\$0.33	\$0.33	\$0.04
Level 1	\$0.29	\$0.29	\$0.04
Helper	\$0.22	n/a	\$0.04
	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreman	\$0.92	\$1.36	\$1.80
Foreman	\$0.89	\$1.32	\$1.74
Journeyman	\$0.83	\$1.23	\$1.62
Apprentices hired before May 1, 2015			
Level 10	\$0.74	\$1.09	\$1.44
Level 9	\$0.67	\$0.99	\$1.30
Level 8	\$0.63	\$0.93	\$1.22
Level 7	\$0.59	\$0.87	\$1.14
Level 6	\$0.56	\$0.82	\$1.08
Level 5	\$0.52	\$0.76	\$1.00
Level 4	\$0.48	\$0.70	\$0.92
Level 3	\$0.45	\$0.66	\$0.86
Level 2	\$0.37	\$0.54	\$0.70
Level 1	\$0.33	\$0.48	\$0.62
Helper	\$0.26	\$0.37	\$0.48
Apprentices hired on or after May 1, 2015			
Level 10	\$0.74	\$1.09	\$1.44
Level 9	\$0.67	\$0.99	\$1.30
Level 8	\$0.59	\$0.87	\$1.14
Level 7	\$0.52	\$0.76	\$1.00
Level 6	\$0.48	\$0.70	\$0.92
Level 5	\$0.45	\$0.66	\$0.86
Level 4	\$0.37	\$0.54	\$0.70
Level 3	\$0.37	\$0.54	\$0.70
Level 2	\$0.37	\$0.54	\$0.70
Level 1	\$0.33	\$0.48	\$0.62

APPENDIX "A" – MAINLAND WAGE PACKAGE

Breakdown of Monetary Package		May 1, 2020				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions*	Total Monetary Package
General Foreman ¹	115%	\$51.75	\$6.11	\$8.75	\$4.14	\$70.75
Foreman ¹	110%	\$49.53	\$5.85	\$8.75	\$4.14	\$68.27
Journeyman ¹	100%	\$45.10	\$5.32	\$8.75	\$4.14	\$63.31
Apprentices Hired Before May 1, 2015						
Level 10	90%	\$39.87	\$4.78	\$7.88	\$4.14	\$56.67
Level 9	80%	\$35.44	\$4.25	\$7.00	\$4.14	\$50.83
Level 8	75%	\$33.23	\$3.99	\$6.56	\$4.14	\$47.92
Level 7	70%	\$31.01	\$3.72	\$6.13	\$4.14	\$45.00
Level 6	65%	\$28.80	\$3.46	\$5.69	\$4.14	\$42.09
Level 5	60%	\$26.58	\$3.19	\$5.25	\$4.14	\$39.16
Level 4	55%	\$24.37	\$2.92	\$4.81	\$4.14	\$36.24
Level 3	50%	\$22.15	\$2.66	\$4.38	\$4.14	\$33.33
Level 2	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 1	35%	\$15.51	\$1.86	\$3.06	\$4.14	\$24.57
Helper		\$13.50	\$1.50	n/a	n/a	\$15.00
Apprentices Hired After May 1, 2015						
Level 10	90%	\$39.87	\$4.78	\$7.88	\$4.14	\$56.67
Level 9	80%	\$35.44	\$4.25	\$7.00	\$4.14	\$50.83
Level 8	70%	\$31.01	\$3.72	\$6.13	\$4.14	\$45.00
Level 7	60%	\$26.58	\$3.19	\$5.25	\$4.14	\$39.16
Level 6	55%	\$24.37	\$2.92	\$4.81	\$4.14	\$36.24
Level 5	50%	\$22.15	\$2.66	\$4.38	\$4.14	\$33.33
Level 4	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 3	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 2	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 1	35%	\$15.51	\$1.86	\$3.06	\$4.14	\$24.57
Employer Contributions²		May 1, 2020				
Health Benefit Fund	E	\$2.81				
CLR Dues	W	\$0.13				
Rehabilitation Fund	W	\$0.04				
JAPlan ³	W	n/a				
Promo/Organizing Fund	W	\$0.45				
BCBCBTU Fund	W	\$0.05				
D&A Policy	W	\$0.01				
Apprenticeship (Including Canadian Training Fund)	W	\$0.05				
Journeyman Apprentice Training Fund	E	\$0.60				
* Total Employer Contributions - Straight Time Hours		\$4.14				
Total Employer Contributions - 1.5X Overtime Hours		\$5.85				
Total Employer Contributions - 2X Overtime Hours		\$7.55				

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate excluding the Gas B ticket premium.
2. As of June 17th, 2019 all Employer contributions are paid based on hours worked except the Pension, Health Benefit and JATF Funds, which are paid based on hours earned.
3. JAPlan contribution has suspended until further notice.

APPENDIX "A" – MAINLAND WAGE PACKAGE

Employee Deductions	June 17, 2019		
	Hourly Dues (1.25% of Gross Wages)		Rehab Program
General Foreman	\$0.90		\$0.04
Foreman	\$0.86		\$0.04
Journeyman	\$0.80		\$0.04
	Apprentices hired before May 1, 2015	Apprentices hired on or after May 1, 2015	
Level 10	\$0.71	\$0.71	\$0.04
Level 9	\$0.64	\$0.64	\$0.04
Level 8	\$0.60	\$0.56	\$0.04
Level 7	\$0.56	\$0.49	\$0.04
Level 6	\$0.53	\$0.45	\$0.04
Level 5	\$0.49	\$0.41	\$0.04
Level 4	\$0.45	\$0.34	\$0.04
Level 3	\$0.41	\$0.34	\$0.04
Level 2	\$0.34	\$0.34	\$0.04
Level 1	\$0.30	\$0.30	\$0.04
Helper	\$0.22	n/a	\$0.04
	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreman	\$0.94	\$1.39	\$1.84
Foreman	\$0.90	\$1.33	\$1.76
Journeyman	\$0.84	\$1.24	\$1.64
Apprentices hired before May 1, 2015			
Level 10	\$0.75	\$1.11	\$1.46
Level 9	\$0.68	\$1.00	\$1.32
Level 8	\$0.64	\$0.94	\$1.24
Level 7	\$0.60	\$0.88	\$1.16
Level 6	\$0.57	\$0.84	\$1.10
Level 5	\$0.53	\$0.78	\$1.02
Level 4	\$0.49	\$0.72	\$0.94
Level 3	\$0.45	\$0.66	\$0.86
Level 2	\$0.38	\$0.55	\$0.72
Level 1	\$0.34	\$0.49	\$0.64
Helper	\$0.26	\$0.37	\$0.48
Apprentices hired on or after May 1, 2015			
Level 10	\$0.75	\$1.11	\$1.46
Level 9	\$0.68	\$1.00	\$1.32
Level 8	\$0.60	\$0.88	\$1.16
Level 7	\$0.53	\$0.78	\$1.02
Level 6	\$0.49	\$0.72	\$0.94
Level 5	\$0.45	\$0.66	\$0.86
Level 4	\$0.38	\$0.55	\$0.72
Level 3	\$0.38	\$0.55	\$0.72
Level 2	\$0.38	\$0.55	\$0.72
Level 1	\$0.34	\$0.49	\$0.64

APPENDIX "B" – VANCOUVER ISLAND WAGE PACKAGE

Breakdown of Monetary Package		June 17, 2019				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions*	Total Monetary Package
General Foreman ¹	115%	\$50.56	\$5.97	\$8.75	\$4.14	\$69.42
Foreman ¹	110%	\$48.40	\$5.71	\$8.75	\$4.14	\$67.00
Journeyman¹	100%	\$44.07	\$5.19	\$8.75	\$4.14	\$62.15
Apprentices Hired Before May 1, 2015						
Level 10	90%	\$38.94	\$4.67	\$7.88	\$4.14	\$55.63
Level 9	80%	\$34.62	\$4.15	\$7.00	\$4.14	\$49.91
Level 8	75%	\$32.45	\$3.89	\$6.56	\$4.14	\$47.04
Level 7	70%	\$30.29	\$3.63	\$6.13	\$4.14	\$44.19
Level 6	65%	\$28.13	\$3.38	\$5.69	\$4.14	\$41.34
Level 5	60%	\$25.96	\$3.12	\$5.25	\$4.14	\$38.47
Level 4	55%	\$23.80	\$2.86	\$4.81	\$4.14	\$35.61
Level 3	50%	\$21.64	\$2.60	\$4.38	\$4.14	\$32.76
Level 2	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 1	35%	\$15.14	\$1.82	\$3.06	\$4.14	\$24.16
Helper		\$13.50	\$1.50	n/a	n/a	\$15.00
Apprentices Hired After May 1, 2015						
Level 10	90%	\$38.94	\$4.67	\$7.88	\$4.14	\$55.63
Level 9	80%	\$34.62	\$4.15	\$7.00	\$4.14	\$49.91
Level 8	70%	\$30.29	\$3.63	\$6.13	\$4.14	\$44.19
Level 7	60%	\$25.96	\$3.12	\$5.25	\$4.14	\$38.47
Level 6	55%	\$23.80	\$2.86	\$4.81	\$4.14	\$35.61
Level 5	50%	\$21.64	\$2.60	\$4.38	\$4.14	\$32.76
Level 4	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 3	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 2	40%	\$17.31	\$2.08	\$3.50	\$4.14	\$27.03
Level 1	35%	\$15.14	\$1.82	\$3.06	\$4.14	\$24.16
Employer Contributions ²		June 17, 2019				
Health Benefit Fund	E	\$2.81				
CLR Dues	W	\$0.13				
Rehabilitation Fund	W	\$0.04				
JAPlan ³	W	n/a				
Promo/Organizing Fund	W	\$0.45				
BCBCBTU Fund	W	\$0.05				
D&A Policy	W	\$0.01				
Apprenticeship (Including Canadian Training Fund)	W	\$0.05				
Journeyman Apprentice Training Fund	E	\$0.60				
* Total Employer Contributions - Straight Time Hours		\$4.14				
Total Employer Contributions - 1.5X Overtime Hours		\$5.85				
Total Employer Contributions - 2X Overtime Hours		\$7.55				

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate excluding the Gas B ticket premium.
2. As of June 17th, 2019 all Employer contributions are paid based on hours worked except the Pension, Health Benefit and JATF Funds, which are paid based on hours earned.
3. JAPlan contribution has suspended until further notice.

APPENDIX "B" – VANCOUVER ISLAND WAGE PACKAGE

Employee Deductions	June 17, 2019		
	Hourly Dues (1.25% of Gross Wages)		Rehab Program
General Foreman	\$0.85		\$0.04
Foreman	\$0.82		\$0.04
Journeyman	\$0.76		\$0.04
	Apprentices hired before May 1, 2015	Apprentices hired on or after May 1, 2015	
Level 10	\$0.68	\$0.68	\$0.04
Level 9	\$0.61	\$0.61	\$0.04
Level 8	\$0.57	\$0.54	\$0.04
Level 7	\$0.54	\$0.46	\$0.04
Level 6	\$0.50	\$0.43	\$0.04
Level 5	\$0.46	\$0.39	\$0.04
Level 4	\$0.43	\$0.32	\$0.04
Level 3	\$0.39	\$0.32	\$0.04
Level 2	\$0.32	\$0.32	\$0.04
Level 1	\$0.29	\$0.29	\$0.04
Helper	\$0.22	n/a	\$0.04
	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreman	\$0.89	\$1.32	\$1.74
Foreman	\$0.86	\$1.27	\$1.68
Journeyman	\$0.80	\$1.18	\$1.56
Apprentices hired before May 1, 2015			
Level 10	\$0.72	\$1.06	\$1.40
Level 9	\$0.65	\$0.96	\$1.26
Level 8	\$0.61	\$0.90	\$1.18
Level 7	\$0.58	\$0.85	\$1.12
Level 6	\$0.54	\$0.79	\$1.04
Level 5	\$0.50	\$0.73	\$0.96
Level 4	\$0.47	\$0.69	\$0.90
Level 3	\$0.43	\$0.63	\$0.82
Level 2	\$0.36	\$0.52	\$0.68
Level 1	\$0.33	\$0.48	\$0.62
Helper	\$0.26	\$0.37	\$0.48
Apprentices hired on or after May 1, 2015			
Level 10	\$0.72	\$1.06	\$1.40
Level 9	\$0.65	\$0.96	\$1.26
Level 8	\$0.58	\$0.85	\$1.12
Level 7	\$0.50	\$0.73	\$0.96
Level 6	\$0.47	\$0.69	\$0.90
Level 5	\$0.43	\$0.63	\$0.82
Level 4	\$0.36	\$0.52	\$0.68
Level 3	\$0.36	\$0.52	\$0.68
Level 2	\$0.36	\$0.52	\$0.68
Level 1	\$0.33	\$0.48	\$0.62

APPENDIX "B" – VANCOUVER ISLAND WAGE PACKAGE

Breakdown of Monetary Package		May 1, 2020				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Savings Plan	Total Employer Contributions*	Total Monetary Package
General Foreman ¹	115%	\$51.75	\$6.11	\$8.75	\$4.14	\$70.75
Foreman ¹	110%	\$49.53	\$5.85	\$8.75	\$4.14	\$68.27
Journeyman ¹	100%	\$45.10	\$5.32	\$8.75	\$4.14	\$63.31
Apprentices Hired Before May 1, 2015						
Level 10	90%	\$39.87	\$4.78	\$7.88	\$4.14	\$56.67
Level 9	80%	\$35.44	\$4.25	\$7.00	\$4.14	\$50.83
Level 8	75%	\$33.23	\$3.99	\$6.56	\$4.14	\$47.92
Level 7	70%	\$31.01	\$3.72	\$6.13	\$4.14	\$45.00
Level 6	65%	\$28.80	\$3.46	\$5.69	\$4.14	\$42.09
Level 5	60%	\$26.58	\$3.19	\$5.25	\$4.14	\$39.16
Level 4	55%	\$24.37	\$2.92	\$4.81	\$4.14	\$36.24
Level 3	50%	\$22.15	\$2.66	\$4.38	\$4.14	\$33.33
Level 2	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 1	35%	\$15.51	\$1.86	\$3.06	\$4.14	\$24.57
Helper		\$13.50	\$1.50	n/a	n/a	\$15.00
Apprentices Hired After May 1, 2015						
Level 10	90%	\$39.87	\$4.78	\$7.88	\$4.14	\$56.67
Level 9	80%	\$35.44	\$4.25	\$7.00	\$4.14	\$50.83
Level 8	70%	\$31.01	\$3.72	\$6.13	\$4.14	\$45.00
Level 7	60%	\$26.58	\$3.19	\$5.25	\$4.14	\$39.16
Level 6	55%	\$24.37	\$2.92	\$4.81	\$4.14	\$36.24
Level 5	50%	\$22.15	\$2.66	\$4.38	\$4.14	\$33.33
Level 4	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 3	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 2	40%	\$17.72	\$2.13	\$3.50	\$4.14	\$27.49
Level 1	35%	\$15.51	\$1.86	\$3.06	\$4.14	\$24.57
Employer Contributions ²		May 1, 2020				
Health Benefit Fund	E	\$2.81				
CLR Dues	W	\$0.13				
Rehabilitation Fund	W	\$0.04				
JAPlan ³	W	n/a				
Promo/Organizing Fund	W	\$0.45				
BCBCBTU Fund	W	\$0.05				
D&A Policy	W	\$0.01				
Apprenticeship (Including Canadian Training Fund)	W	\$0.05				
Journeyman Apprentice Training Fund	E	\$0.60				
* Total Employer Contributions - Straight Time Hours		\$4.14				
Total Employer Contributions - 1.5X Overtime Hours		\$5.85				
Total Employer Contributions - 2X Overtime Hours		\$7.55				

1. Rates include \$0.80 Gas B ticket premium. Vacation and Statutory Holiday Pay calculated on the hourly rate excluding the Gas B ticket premium.
2. As of June 17th, 2019 all Employer contributions are paid based on hours worked except the Pension, Health Benefit and JATF Funds, which are paid based on hours earned.
3. JAPlan contribution has suspended until further notice.

APPENDIX "B" – VANCOUVER ISLAND WAGE PACKAGE

Employee Deductions	June 17, 2019		
	Hourly Dues (1.25% of Gross Wages)		Rehab Program
General Foreman	\$0.87		\$0.04
Foreman	\$0.84		\$0.04
Journeyman	\$0.77		\$0.04
	Apprentices hired before May 1, 2015	Apprentices hired on or after May 1, 2015	
Level 10	\$0.69	\$0.69	\$0.04
Level 9	\$0.62	\$0.62	\$0.04
Level 8	\$0.58	\$0.55	\$0.04
Level 7	\$0.55	\$0.47	\$0.04
Level 6	\$0.51	\$0.44	\$0.04
Level 5	\$0.47	\$0.40	\$0.04
Level 4	\$0.44	\$0.33	\$0.04
Level 3	\$0.40	\$0.33	\$0.04
Level 2	\$0.33	\$0.33	\$0.04
Level 1	\$0.29	\$0.29	\$0.04
Helper	\$0.22	n/a	\$0.04
	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreman	\$0.91	\$1.35	\$1.78
Foreman	\$0.88	\$1.30	\$1.72
Journeyman	\$0.81	\$1.20	\$1.58
Apprentices hired before May 1, 2015			
Level 10	\$0.73	\$1.08	\$1.42
Level 9	\$0.66	\$0.97	\$1.28
Level 8	\$0.62	\$0.91	\$1.20
Level 7	\$0.59	\$0.87	\$1.14
Level 6	\$0.55	\$0.81	\$1.06
Level 5	\$0.51	\$0.75	\$0.98
Level 4	\$0.48	\$0.70	\$0.92
Level 3	\$0.44	\$0.64	\$0.84
Level 2	\$0.37	\$0.54	\$0.70
Level 1	\$0.33	\$0.48	\$0.62
Helper	\$0.26	\$0.37	\$0.48
Apprentices hired on or after May 1, 2015			
Level 10	\$0.73	\$1.08	\$1.42
Level 9	\$0.66	\$0.97	\$1.28
Level 8	\$0.59	\$0.87	\$1.14
Level 7	\$0.51	\$0.75	\$0.98
Level 6	\$0.48	\$0.70	\$0.92
Level 5	\$0.44	\$0.64	\$0.84
Level 4	\$0.37	\$0.54	\$0.70
Level 3	\$0.37	\$0.54	\$0.70
Level 2	\$0.37	\$0.54	\$0.70
Level 1	\$0.33	\$0.48	\$0.62

APPENDIX C

CLR/UA516 Refrigeration and Air Conditioning Construction Agreement
May 1, 2016 to April 30, 2019

New Apprenticeship Rate Percentages

Dispatch Level	Hours Required	Schooling Required	% of Journeyperson Rate
1	0 – 900	n/a	35
2	901 -1800	1	40
3	1801 – 2700	1	40
4	2701 – 3600	1	40
5	3601 – 4500	2	50
6	4501 – 5400	2	55
7	5401 – 6300	3	60
8	6301 – 7200	3	70
9	7201 – 8100	4	80
10	8101 - 8999	4	90
Ticketed Journeyperson	9000		100
School	840		
Total	9840		

Note: These rates apply for new apprentices dispatched on or after May 1, 2015

LIST OF SIGNATORY EMPLOYERS

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

Effective the date of signing, the following employers have authorized CLR to bargain a renewal UA Local 516 Refrigeration & Air Conditioning (Construction) Agreement with the United Association of Plumbers and Pipefitters, of the United States and Canada, Local 516 and to sign such agreement on their behalf.

1. Air-Temp Energy Systems Inc.
2. Armatage Refrigeration Ltd.
3. B.C. Comfort Air Conditioning Ltd.
4. Broadway HVAC Ltd.
5. Broadway Refrigeration & Air Conditioning Co. Ltd.
6. Century Plumbing & Heating Ltd.
7. Cimco Refrigeration
8. Coral Engineering Limited
9. CT Control Temp Ltd.
10. Foster Air Conditioning Ltd.
11. Fred Welsh Ltd.
12. Gateway Mechanical Services
13. Honeywell Limited
14. John Clarke Refrigeration Ltd.
15. Jones Food Store Equipment Ltd.
16. K.D. Engineering Co.
17. Total Energy Systems Ltd.
18. Trotter and Morton Building Technologies Inc.

The Letter of Agreement re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.