Tentative Agreement between Local 324 and IMIRA Contractors

Commercial-Institutional Agreement, May, 2010 - May, 2014

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Definitions: Add

Article 2.05 - One, Two or Three Regular Shifts

This schedule shall be applicable from 12:01 a.m. Monday to 12:00 midnight Friday. On Saturdays, Sundays, and recognized holidays, overtime rates shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the prevailing rate. "Meal break" employee to provide his/her own meal. "Meal" to be provided by the contractor.

1st Shift

 Commence
 @ 8:00 am to 12:00 am
 4 hours

 Meal break
 @ 12:00 am to 12:30 pm.
 0 hours

 Commence
 @12:30 pm to 4:30 pm
 4 hours

Total 8 hours

2nd shift

 Commence
 @ 4:30pm to 8:30 pm
 4 hours

 Meal break
 @ 8:30 pm to 9:00pm
 0 hours

 Commence
 @ 9:00 pm to 12:30 am
 3.5 hours

Total 7.5 hours plus 0.5 hour shift differential = 8 hours

3rd shift

Commence @ 12:30 am to 4:30am 4 hours
Meal break @ 4:30 am to 5:00 am 0 hours
Commence @ 5:00 am to 8:00 am 3 hours
Total 7 hours plus 1 hour shift differential = 8 hours

Total 8 hours plus 1 hour @1.5 time = 9.5 hours

Note: Refer to Article 2.01

Scheduling of Shifts:

- a) The employer may schedule an afternoon and/or night shift if/as required
- b) Three (3) consecutive days shall be necessary to constitute an afternoon shift or night shift
- c) It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.

One or Two Nine Hour Shifts

1 st shift Monda	I st shift Monday through Friday		1.5 times
Commence	@ 8:00 am to 12:00 pm	4 hours	
Meal break	@ 12:00 pm to 12:30pm	0 hours	
Commence	@12:30 pm to 5:30 pm	4 hours	1 hour

<u>2nd shift Monday through Friday</u> straight time 1.5 times

Commence @ 5:30 pm to 9:30 pm 4 hours Meal break @ 9:30 pm to 10:00 pm 0 hours

Commence @10:00 pm to 3:00 am 4 hours 1 hour

Total 8 hours plus 1 hour @1.5 time = 9.5 hours

One or Two Ten Hour Shifts

<u>1st shift Monday through Friday</u> straight time 1.5 times

Commence @ 8:00 am to 12:00 noon 4 hours

Meal break @ 12:00 noon to 12:30pm 0 hours

Commence @12:30 pm to 4:30 pm 4 hours

Commence @4:40 pm to 6:30 pm 2 hours

Total 8 hours plus 2 hours @1.5 time = 11 hours

<u>2nd shift Monday through Friday</u> straight time 1.5 times

Commence@ 6:30 pm to 10:30 pm4 hoursMeal break@ 10:30 pm to 11:00 pm0 hoursCommence@11:00 pm to 3:00 am4 hours

Commence @ 3:00 am to 5:00 am 2 hours

Total 8 hours plus 2 hours @1.5 time = 11 hours

One or Two Eleven Hour Shifts

1 st shift Monday	through Friday	straight time	1.5 time	Double time
Commence	@ 8:00 am to 12:00 noon	4 hours		

1 hour

Lommence @ 8:00 am to 12:00 noon 4 nours

Meal break @ 12:00 noon to 12:30pm 0 hours

Commence @12:30 pm to 4:30 pm 4 hours

 Meal
 @4:30 pm to 5:00pm
 0.5 hrs

 Commence
 @ 5:00 pm to 8:00 pm
 2 hours

Total 8 hours plus 2.5 hours @1.5 time plus 1 hour @ 2 time = 13.5 hours

2 nd shift Mond	<u>ay through Friday</u>	straight time	1.5 time	Double time
Commence	@ 8:00 pm to 12:00 mid	4 hours		
Meal break	@ 12:00 mid to 12:30 am	0 hours		
Commence	@12:30 am to 4:30 am		2 hours	2 hours
Meal	@4:30 am to 5:00 am		0.5 hrs	
Commence	@ 5:00 am to 8:00 am			3 hours

Total 4 hours plus 2.5 hours @1.5 time plus 5 hours @ 2 time = 17.5 hours

Article 3.02

Add calendar marking all holidays at the back of the agreement.

Article 3.03

When overtime is required before or after the regular hours of work exceeding two (2.0) hours, Employees shall receive one-half (1/2) hour lunch period at the prevailing rates.

Meal choice mutually agreed between employer and employee.

Article 4.01- Tool Lists

Effective May 1, 2010 employees will supply the following hand tools determined by trade:

1) Tool Box
2) Hacksaw
3) Pump Pliers
4) Aviation Tin Snips
5) 3/4" Cold Chisel
6) Plumb Bob
7) Keyhole Saw
8) 6" Vice Grips
9) 10" Vice Grips
10) #104 Rigid Cutters
11) #5 Rigid Cutters
12) #2 Rigid Cutters
13) Striker
14) 18" Pipe Wrench
15) 14" Pipe Wrench
16) Claw Hammer
17) 12" Adjustable Wrench
18) 10" Adjustable Wrench
19) 8" Adjustable Wrench
20) Utility Knife
21) #2 Slot Screwdriver
22) #2 Philips Screwdriver

23) #1 Robertson Screwdriver

- 24) #2 Robertson Screwdriver
- 25) #3 Robertson Screwdriver
- 26) 5/16" Torque Wrench
- 27) Allen Keys Imp 1/16"-3/8"
- 28) Allen Keys Metric 1.5mm-10mm
- 29) Chalk Line
- 30) Basin Wrench
- 31) Wire Brush
- 32) Nail Puller
- 33) Half Round Bastard File
- 34) 1" Wood Chisel
- 35) Tape Measure Standard/Metric 25'/7.5m
- 36) Torpedo Level 9"
- 37) 3/8" or 1/2" Cordless Drill 14v minimum
- 38) ½" & ¾"Pex Crimpers
- 39) 1" Pex Cutters

Sprinklerfitter Tool List

- 1) Tool Box
- 2) Hacksaw
- 3) Aviation Tin Snips
- 4) Plumb Bob
- 5) Keyhole Saw
- 6) 18" Pipe Wrenches (2)
- 7) Claw Hammer
- 8) 12" Adjustable Wrench
- 9) 10" Adjustable Wrench
- 10) Utility Knife

- 11) #2 Slot Screwdriver
- 12) #2 Robertson Screwdriver
- 13) #2 Phillips Screwdriver
- 14) 3/8" Ratchet
- 15) 9/16" Deep Socket
- 16) 11/16" Deep Socket
- 17) 3/4" Deep Socket
- 18)7/8" Deep Socket
- 19) Allen Keys IMP 1/16"-3/8"
- 20) Allen Keys Metric 1.5mm-10mm
- 21) Chalk Line
- 22) 6" Vice Grips
- 23) Wire Brush
- 24) Nail Puller
- 25) Half Round Bastard File
- 26) 1" Wood Chisel
- 27) Tape Measure Standard/ Metric 25'/7.5m
- 28) Torpedo Level 9
- 29) 3/8" or 1\2" Cordless Drill 14v minimum

Pipefitters Tool List

- 1) Tool Box
- 2) Hacksaw
- 3) 12" Pump Pliers
- 4) ¾" Cold Chisel
- 5) Striker
- 6) 18" Pipe Wrench
- 7) 14" Pipe Wrench

- 8) 8" Pipe Wrench
- 9) 2lb Ball Peen Hammer
- 10) 12" Adjustable Wrench (2)
- 11) 6" Adjustable Wrench (2)
- 12) Utility Knife
- 13) #2 Robertson Screwdriver
- 14) #2 Phillips Screwdriver
- 15) 10" Vice Grips
- 16) Set of Open End Boxed End Up To 1-1/4"
- 17) Center Punch
- 18) Line up Bars
- 19) Set of Sockets Up To 1-1/4"
- 20) Wire Cut Pliers
- 21) Wire Brush
- 22) Half Round Bastard File
- 23) Tube Cut Pliers
- 24) Tape Measure Standard/Metric 25'/7.5m

Article 4.02

The company will replace an employee's personal tools with tools of equal value in cases where it can be verified that the tools were lost in fire or stolen from an on the site locked company gang box. Each employee, upon dispatch, shall provide an inventory of his tools on a form supplied by the company to be eligible for replacement. A copy of this list must be sent to the union hall for verification.

Article 4.03

Each employer shall include on employees regular pay the tool and clothing allowance in accordance with article 25.01 Wage Scale and Table of Fund Contributions.

Article 4.04

Employer to supply all consumables- Examples include but are not limited to: Flux, solder, grinding disks, sanding cloth, hacksaw blades, cutting wheels, chalk for string lines, striker flints.

Article 5.05

- a) Living out allowance on the basis of \$105.00 per days worked.
- b) First class room plus \$60.00 per days worked for meals.

Add- Weekly housekeeping to be provided at designated facilities. Accommodation will be at the discretion of the Joint Conference Board.

Article 12.01 - Remains

Article 14.01 Lunch Area

Whenever practical a heated lunch room shall be provided free from tools, equipment and any hazardous material. This area must be secure and locked. Lunch room to be cleaned on a frequent basis by the members. Any disagreement will be resolved by the Joint Conference Board.

Article 14.02

Approved sanitary facilities will be provided as per Worksafe BC Regulations. Approved hand cleaner and clean rags shall be provided. Any disagreement will be resolved by the Joint Conference Board.

Article 15.01 - Remains

Article 18.01- Remains

*Article 24.01- Wage Bond

*IMIRA/Local 324 to resource information on bonding. This information is to be inserted as a Letter of Understanding at the back of this Agreement.

One thousand dollars (\$1000) per employee be raised to two thousand dollars (\$2,000) per employee. A total maximum of fifteen thousand (\$15,000) be raised to fifty thousand dollars (\$50,000). Delete BC Pipe Trades Association. Bond to be held in a trust fund, in Victoria.

Article 25.01 Wages

May.1.2010 - No increase

May.1.2011 - \$1.25 increase (Funds to be disbursed at the discretion of Local 324)

May.1.2012 - \$1.25 increase (Funds to be disbursed at the discretion of Local 324)

May.1.2013 - \$1.25 increase (Funds to be disbursed at the discretion of Local 324)

Total Increase over 4 years = \$3.75

Article 25.04- Delete

Article 25.05

Employees, while working from a swinging scaffold, crane basket or bosun's chair, shall be paid five percent (5%) per hour over their prevailing rate.

Article 29.03

Contributions for each hour earned by employees covered by this agreement shall be paid to the Mechanical Trade promotion fund in accordance with Article 25.01 Wage Scale

Article 31.01

Each employer shall contribute to the Vancouver Island Piping Industry Joint Training Committee local fund in accordance with Article 25.01 Wage Scale and Table of Fund Contributions.

Article 36.02

Hard hats and approved safety shoes/boots supplied by members. Employer to supply safety glasses, hearing protection, high visibility vests, gloves, respirators when required and 3M dust masks, safety harnesses, face shields, hilti vacuum bags, side shield for eye glasses, paper coveralls when required or any other safety equipment, PPE, required under the Work Safe BC Authority. Employee's to sign out above safety equipment and return to company upon lay-off.

Article 36.03 Protective Clothing

Protective clothing shall be provided by the contractor to their employees working in hazardous conditions. e.g. confined spaces, inside tanks or pipes containing chemical, oil, gases, acids, etc. All protective clothing to be provided as per Article 8 of OH&S Work Safe BC Regulations.

Standard for Excellence – Local 324 and IMIRA Contractors will include Standard for Excellence in their Bylaw Regulations only.