

# Memorandum of Agreement Proposed Amendments to the 2021-2025 Commercial- Institutional Collective Agreement Island Mechanical Industrial Relations Association & United Associations Local 324

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The following changes below are tentative until both IMIRA and UA Local 324 complete their ratification vote.

## **Pre-Amble - Plural or Feminine Terms (New)**

Wherever the singular or masculine or neutral is used in this agreement, the same shall be considered to indicate the plural or feminine or body politic where the context or the parties so require.

## **Article 4-Tools Additions Individual Tool Lists (New)**

### **Clause 4.01 Tool List**

- Plumber- Current copy of National Plumbing Code of Canada (2nd Yr, 3rd Yr, 4th Yr and Journeymen only).
- Plumber- Current copy of National Gas and Propane Installation Code (Journeymen with Gas Ticket only).
- Sprinklerfitter- Current Copy of NFPA 13 Standard for the Installation of Sprinkler Systems (2nd Yr, 3rd Yr, 4th Yr and Journeymen only).

## **Article 4 Personal Electronic Device (New)**

Clause 4.01 Add to each trades tool list- Personal Electronic Device (i.e. mobile phone or tablet) with a minimum 500MB/mo data plan to support Employer directed activities such as communication with supervisory personnel, accessing

documents (i.e. – SDS, safety documents, project documents, industry standards, publications), and completing timecards and safety forms.

The Employee’s contact information shall only be shared by the Employer as approved by the Employee.

**Article 4- Tools (Amend)**

**Clause 4.02** (Loss of tools) The employer will replace an employee’s personal tools **within 7 days**, with tools of equal value, in cases where it can be verified that the tools were lost in fire or stolen from an on the site locked company tool crib, job box or locked company vehicle. Each employee, upon dispatch, shall provide an inventory of his tools to both the union and the employer in either written form or by photograph in order to be eligible for the employer to replace the said lost tools.

**Article 5.01- Travel Time and Allowance (Amend)**

Clause 5.01, 5.01a, 5.01b removed and changed to the language below.

Where employees are required to travel to a jobsite, time and distance travelled shall be calculated by Google Maps using the most direct route. Compensation shall be provided as detailed in the chart below.

	<b>Zone 1 (Greater Victoria)</b>	<b>Zone 2 (Outside Greater Victoria)</b>
Defined Area	Jobsites located 45 road kilometers in any direction from Victoria City Hall	Jobsites located in all areas outside the 45 road kilometers from Victoria City Hall
<b><u>FREE TRAVEL</u></b> <i>Getting to and from the jobsite</i>	Travel free zone within 45 road kilometers from Victoria City Hall	<b>Company Vehicle:</b> 100km travel free zone (from the Employee’s residence), in each direction. <b>Personal Vehicle<sup>1</sup>:</b> 55km travel free zone (from the Employee’s residence), in each direction.
<b><u>COMPENSATED TRAVEL</u></b> <i>Getting to and from the jobsite</i>	<b>Company Vehicle<sup>2</sup>:</b> - No compensation  <b>Personal Vehicle<sup>1,2</sup>:</b> - No compensation	<b>Company Vehicle:</b> - Over 100km (from the Employee’s residence), in each direction, travel time shall be compensated at straight time pay, including stat/holiday pay, with no benefits or fund remittance.  <b>Personal Vehicle<sup>1,2,3</sup>:</b> - Over 55km (from the Employee’s residence), in each direction, reimburse usage based on kilometers driven (over 55km). Reimbursement rate shall be defined as the current allowable rate by the CRA.  - Over 100km (from the Employee’s residence), in each direction, travel time shall be compensated at straight time pay, including stat/holiday pay, with no benefits or fund remittance.

1. Reimbursement for the use of a personal vehicle only applies when the employer directs the employee to use a personal vehicle for travel to and from the jobsite.
2. For trips that originate in Zone 1 and travel into Zone 2, compensated travel shall start at 55km in a personal vehicle or 100km in a company vehicle.
3. Personal vehicle usage example: An Employee travels to a jobsite 100km from their residence in a personal vehicle. The usage payment is  $(100\text{km}-55\text{km}) + (100\text{km}-55\text{km}) = 90\text{km}$ .  $90\text{km} \times \text{CRA Rate } (\$0.72/\text{km}) = \$64.80$  per day.

Note: We will have to update language in 5.03 (ii) to align with the numbering sequence used for the new language above.

**Clause 5.02 (Amend)** When travelling outside of **one hundred (100)** road kilometres regardless of vehicle ownership and when mutually agreed upon between the employee, the union and the employer, straight time rate inclusive of holiday pay (no benefits) shall be paid on an hourly basis starting at a 30 minute minimum. Employees operating a personal vehicle outside of **one hundred (100)** road kilometre's shall be paid mileage as per CRA guidelines. When an employee not travelling daily to and from the jobsite and where the jobsite is over **one hundred (100)** road kilometers the employee shall be paid as per Article 5.03(a).

#### **Article 5- LOA and Room and Board (Amend)**

**Clause 5.02** When travelling outside of **one hundred (100)** road kilometres regardless of vehicle ownership and when mutually agreed upon between the employee, the union and the employer, straight time rate inclusive of holiday pay (no benefits) shall be paid on an hourly basis starting at a 30 minute minimum. Employees operating a personal vehicle outside of **one hundred (100)** road kilometres shall be paid mileage as per CRA guidelines. When an employee not travelling daily to and from the jobsite and where the jobsite is over **one hundred (100)** road kilometers the employee shall be paid as per Article 5.03 (a).

**Clause 5.03(a)** When there is no camp accommodation, the employee shall choose **either (i) or (ii) and be bound by their decision for the duration of the project.**

**(i) Travel Time and Allowance (Amend)**

Living out allowance shall be paid on the basis of and effective **May 1st, 2025, \$200.00 per day**, 7 days a week. Employees must work the Friday and the following Monday to qualify for 7 days of LOA, excluding a compressed work week and statutory holidays. Employees leaving for the weekend shall not receive any travel time compensation. Employees operating or as a passenger in a company owned vehicle leaving for the weekend shall only be paid LOA for days worked and travel per clause 5.02 shall apply.

(ii) First class room and board effective **May 1st 2025, \$95.00, effective May 1st 2026, \$100.00 per day worked**. Weekly housekeeping to be provided at designated facilities. Accommodations shall be at the discretion of the Joint Conference Board. It is further agreed by the parties that under the room plus meal allowance option, if the employer supplied accommodation is more than fifty five (55) road kilometers from the job site, the employer will pay a daily travel allowance (for days worked) based on **5.01** if applicable.

**Article 13 (Amend)**

**Clause 13.02** For each phase of the trade, every shop employing one (1) Journeyman constantly shall be allowed **two (2) Apprentices** and for each additional Journeymen employed they shall be allowed **two (2) additional Apprentices**. Any deviation from this must be approved by the Vancouver Island piping industry joint training committee.

**Article 13 Apprentices/Material Handler (New)**

**Coordination of Apprentice Schooling Clause 13.07** **The Apprenticeship Coordinator or the Training Director shall be responsible for coordinating and scheduling trade school for the apprentice. Coordination of trade school attendance shall be done in consultation with the Employer. If the trades college contacts an apprentice regarding changes in training dates (e.g., waitlisting or additional schedules), the apprentice must immediately inform their employer prior to accepting any change to their training classes to ensure the change does not impact job scheduling. The apprentice shall also contact the union office with the new dates. Apprentices must contact the union hall on their last**

day of work before starting school to be added to the unemployed list and marked as attending school. While attending school, apprentices shall stay in contact with their employer regarding the planned return to work after completing their trade school. Apprentices returning to their previous employer must be dispatched from the union before beginning work. The employer must contact the union to request the dispatch. The union will provide dispatches with all relevant school dates for apprentices to ensure clear communication with both employers and apprentices.

## **Article 25 Wages (New)**

### **Clause 25.05 Journeyman Definition**

A Journeyman is defined as a person who holds an Interprovincial Red Seal certification in Plumbing, Sprinklerfitting or Steamfitting/Pipefitting. The responsibilities and job duties of a Journeyman shall include, but not be limited to:

- Installing, fabricating, cutting, jointing mechanical systems
- Have the ability to read and understand project drawings and specifications
- Have the ability to layout mechanical piping systems and equipment
- Prepare small material lists
- Receive materials at the jobsite
- Operate employer provided technology (hardware & software) as required when training has been provided
- Have sufficient knowledge of current trade specific codes
- Train and mentor apprentices
- Complete and submit all safety documentation required by the Employer's Company Policy
- Actively participate in safety talks and review of hazard assessments and inspections
- Attend site safety meetings, such as job site Joint Safety Committee meetings when requested by the Employer
- Understand and follow the Employer's QA/QC program
- Complete personal timecard when requested by the Employer
- Provide input to the Employer on Time and Material Change Orders or estimates
- Complete Time and Material tracking forms as directed by the Employer
- Coordinate with the General Contractor, Construction Manager, Owner's Representative or other trades during layout and installation.

- Participate in jobsite meetings when requested by the Employer
- Review and provide input on design issues or changes when requested by the Employer
- Attend Authority Having Jurisdiction (AHJ) Inspections

### **Article 26 Statutory Holidays and Vacation Pay (Amend)**

**Clause 26.01** Holiday Pay shall be twelve percent (12%) of wages (which is to mean earned hours times the hourly rate of pay), consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays. Holiday Pay to be paid on the regular pay day. **Statutory Holiday Pay will increase by point four percent (.4%) for any additional day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia. To be implemented on the date of the new holiday.**

### **Article 26 Statutory Holidays and Vacation Pay (Amend)**

**Clause 26.03** Statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, BC Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia. The Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the employer and the employee.

### **Article 37 Safety Clause (New)**

**Clause 37.04** **Employees shall be dispatched from the union with a list of any current safety training certificates. Certifications shall include but not be limited to: Basic First Aid (previously known as Level 1), Workplace Hazardous Materials Information System (WHMIS), Fall Protection / Fall Arrest, Elevated Work Platform (JLG & Scissor Lift), Confined Space Training, Asbestos Awareness, Personal Protective Equipment (PPE) Training and Rigging. The Union and unemployed members will endeavor to keep these certifications current. All employees who do not have this training shall obtain it as soon as practically possible. In the event that the Employer provides or arranges any of the above-mentioned training courses to new and/or existing Employees, they shall be reimbursed by the Vancouver Island**

Piping Industry Joint Training Committee Fund (JTC) or Mechanical Trades Promotion Fund (MTPF) as per their reimbursement policies. For Employers to be eligible for reimbursement, they must be making the appropriate hourly contributions to the JTC. In the event that an Employee unreasonably refuses to obtain the above-mentioned training, the Employer may refuse to dispatch the Employee to jobsites until the required training is complete.

#### **Article 42 Company Vehicles (Amend)**

Employees shall notify the employer of any immediate maintenance required, the employer is responsible for all maintenance costs. The employer with the assistance of the employee shall be responsible to schedule preventative vehicle maintenance. When an Employee is assigned a company vehicle, they shall return it in the same condition of cleanliness as it went out. It shall be the responsibility of the Employer to document the vehicle's condition through photographs or video. Any costs associated with cleaning the vehicle upon its return may be deducted from the Employee's final pay.

#### **Article 43 Personal Electronic Devices (Amend)**

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

#### **Appendix "A" Service Addendum- Call Out (Amend)**

(Remove)- Employees who are called out after their normal shift will be compensated at overtime rates specified in the "Agreement."

(Add)- Employees shall be paid a minimum of 2 hours for any overtime callout based on the applicable wage rates.

#### **Appendix "A" Service Addendum- Standby Pay (Amend)**

Where an employee is required to standby to be called for work under conditions that restrict their off-duty activities, they will be compensated at \$225 per week.

This compensation is a stand-alone add to pay and is a taxable benefit. An employee designated for standby will be immediately available for duty during the period of standby at a known telephone number. No standby payment will be made if an employee is unreachable or unable to report for duty during the standby period.

#### **Appendix "A" Service Addendum- Minimum hours (New)**

Full-time service Employee(s) shall receive a minimum of 60 hours earned worth of pay every two weeks, regardless of the actual number of hours worked. Employee(s) shall be available for the hours of work as per Service Addendum Item 5.4. The calculation of time shall include all statutory holidays, vacation time, sickness/illness and personal leave. Additionally, employees must be a Journeyman, have a B-Gas Ticket (Plumbing only) and Cross Connection certificate to be eligible for this compensation.

#### **Appendix "A" Service Addendum- Gas B ticket/Cross Connection Control Testing (New)**

When a journeyman employee has a valid "A" gas ticket the employee shall receive two dollars (\$2.00) per hour in addition to the journeyman employee's rate of pay.

When a journeyman employee has a valid "B" gas ticket the employee shall receive one dollar (\$1.00) per hour in addition to the journeyman employee's rate of pay. The increase will only be added for the highest-level gas ticket and will not stack.

When a journeyman employee has a Cross Connection Control ticket the employee shall receive twenty-five cents (\$0.25) per hour in addition to the journeyman employee's rate of pay, when testing cross connection systems. The increase will stack with other tickets.

#### **Appendix "A" Service Addendum (Amend)**

Remove expiration clause 5. Terms of this Memorandum Agreement

This Memorandum of Agreement will be effective the date of the signing between the parties, to expire April 30, 2028.



### **Appendix "A" MOA Service (Add)**

Ownership of a vehicle shall not be considered as a condition of employment; however, a valid driver's license shall be considered a condition of employment. The Employee must notify the Employer immediately if the Employee has received any suspension or restriction of the Employee's driving privileges.

### **Rig Welder Policy (Amend)**

The rig rate is \$145.00 per hour for Carbon Steel and Stainless Steel. The Rig Welder shall supply all tools, welding rods, oxy-acetylene, grinders and consumables. The Employee shall supply argon gas for stainless steel welding. The Employee shall invoice the Employer at cost for the cost of the argon gas monthly or upon job completion. All welding tickets must be current as per the required welding procedures. The rig welder and their equipment shall abide by all safety regulations. Overtime rates will be paid at \$185 for time and one-half hours and \$225 for double time hours as per Article 3.

### **Duration of the Collective Agreement:**

The term of the agreement shall be 3 years from May 1, 2025, to April 30, 2028.

### **Article 25 Wages (New)**

#### **Clause 25.01**

May 1st, 2025 - increase \$5.85 wage, \$0.20 pension + 12% holiday pay.

May 1st, 2026 – increase \$1.92 wage, \$0.10 pension + 12% holiday pay

May 1st, 2027 – Cost of Living Adjustment (COLA) increase to the "total rate", equal to the 2026 increase in the annual average "all items index" for Victoria taken from the "Consumer Price Index" published by BC Stats. With a 2% minimum and 4% maximum increase to the total rate. CPI increase is based on the previous calendar year. Adding \$0.10 per hour to the pension contribution.

	May 1 <sup>st</sup> , 2024	May 1 <sup>st</sup> , 2025	May 1 <sup>st</sup> , 2026	May 1 <sup>st</sup> , 2027
Journeyman Rate	\$43.73	49.58	51.50	TBD
Vacation Pay 12%	5.25	5.95	6.18	TBD
Tool & Clothing	0.30	0.30	0.30	0.30
Health & Welfare	3.00	3.00	3.00	3.00
Pension	5.60	5.80	5.90	6.00
Apprenticeship	0.60	0.60	0.60	0.60
MTPF	0.18	0.17	0.17	0.17
IMIRA	0.30	0.30	0.30	0.30
Industry Funds	0.06	0.06	0.06	0.06
Marketing	0.41	0.41	0.41	0.41
<b>Benevolent Fund</b>	N/A	0.01	0.01	0.01
Total Rate	\$59.43	\$66.18	\$68.43	+2% to 4%
Increase	\$0.90	\$6.75	\$2.25	*COLA

\* May 1st, 2027, wage increase is based on the cost-of-living adjustment (COLA) which will be inclusive of holiday pay and \$0.10 per hr for pension.

**New Article Benevolent Fund**

Effective May 1, 2025 one cent (\$0.01) per hour for each hour earned by all employees covered by this Agreement shall be contributed by the Employer to Union’s Benevolent Fund and administered by the Union’s Benevolent Fund. The Employer agrees to remit these funds to the union by the fifteenth (15th) day of the month. The funds will be distributed at the Executive Boards discretion.

\*\*Effective May 1<sup>st</sup>, 2025 one cent (\$0.01) per hour will be contributed from the MTPF to the new Benevolent Fund.

**New Article Poaching**

The union office, Business Agent, instructor or any employee of Plumbers and Pipe Fitters Union 324 shall not directly or indirectly contact and solicit to hire any employee of a signatory contractor to this agreement.

A signatory contractor, their staff or employed union member cannot directly or indirectly contact and solicit to hire any employee of the office of the Plumbers and Pipe fitters’ union 324.

Both parties have the right to advertise for available positions on their websites, online job boards and social media pages.

### **New Article- Contractor Remittances**

- 1) Payments into any Fund covered by the Agreement must commence at the time of hiring of any of the defined classifications, unless such Employee is in a probationary period.
- 2) In the event that an Employer should be in default in any payment to be made to the Union or Fund Trustees, pursuant to the terms of the Agreement and including without restriction, Pension Funds, Health Plans, Apprenticeship and Training Funds, Industry Funds, Supplemental/Building Dues, the Employer agrees to bear the Union's reasonable costs of collecting such monies including reasonable legal fees.
- 3) An Employer shall be considered in default if payments to any Fund covered by the Agreement are not paid by the fifteenth (15th) day of the following month that contributions cover.
- 4) Prior to any action taken by the union to collect funds from the Employer in default, said Employer must be notified by the Union. Should the Employer remain in default, the Union may take reasonable actions to collect on the default from the Employer in question.
- 5) Remittances for union or benefit funds which are due by the fifteenth (15th) and not received by the thirtieth (30th) day of the month following that in which the hours are worked shall be considered overdue. Overdue payments shall be subject to per annum interest of eighteen percent (18%).
- 6) If an Employer remains in default after ten (10) days have elapsed from the overdue date, the Union has the discretion, to be exercised reasonably and in good faith, to:
  - Withdraw existing Employees and to refuse to refer prospective Employees to such defaulting Employer, and such action shall not be deemed to be a violation of the terms of the Agreement; and/or
  - Inspect the Employer's payroll in respect to all wages and Funds provided for in the Agreement, in a manner consistent with Section 34 of the Agreement.

## **New Article Use of Construction Technology**

The Employer agrees that all work involving the layout and collection of data using Robotic Total Stations and the use of Reality Capture Technology shall be performed exclusively by members of Local Union 324. Work covered under this clause includes, but is not limited to:

- 1) Site layout, marking, and positioning using Robotic Total Stations;
- 2) The setup, operation and collection of data using Reality Capture Technology;
- 3) The VIPIJTC shall ensure that Union members receive access to adequate training in the use of Robotic Total Stations and Other Construction Technologies, as required for their safe and effective use.
- 4) The Employer agrees that no non-union personnel or third-party contractors shall perform work involving Robotic Total Stations or Reality Capture Technology within the jurisdiction of Local Union 324, unless otherwise mutually agreed upon in writing by the Union and the Employer.
- 5) In the event of a jurisdictional dispute concerning the work defined in this Article, resolution shall be sought through the procedures outlined in Article 20 – BC Jurisdictional Work Assignment Plan of this Agreement.

End of the MOA