2024 – 2028

REFRIGERATION AGREEMENT

between

The Refrigeration Contractors Trade Division

of the

Construction Labour Relations Association of Manitoba

and

Local Union 254

of

The Refrigeration Section of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada

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This Collective Agreement made this day: April 12, 2024

BETWEEN

The Construction Labour Relations Association of Manitoba on behalf of and as agents for the member firms of the Refrigeration Contractors Trade Division of the Construction Labour Relations Association of Manitoba (each of which member is hereinafter included in the term "Employer")

OF THE FIRST PART

AND

The Refrigeration Section of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 254 and its members (hereinafter called or referred to as the "Union").

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

SECTION 1 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

1:01 This Agreement shall be effective from date of Union Ratification to January 31, 2028, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter year to year unless written notice to add to, terminate, or revise this Agreement or to negotiate a new Agreement is given by either party to the other party during the month of October prior to the expiry date of this Agreement or the expiry date of any extended term thereof.

1:02 Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employers and of the Union shall meet for the purpose of negotiating same. During the period of negotiations, this Agreement shall remain in full force and effect.

1:03 Both parties hereto agree to enforce and see that its members enforce all provisions of this Agreement and also any decision of an Arbitration Board under Section 8.

1:04 If the parties have not successfully negotiated a voluntary collective agreement by September 30, 2028, the parties will request a 3rd party Mediator to work with them to resolve the issue(s) which have led to the negotiated impasse. The parties will agree on who the Mediator shall be and they shall ask the Mediator to provide them with his recommended settlement of the issue(s) being mediated should the parties be unable to reach a voluntary settlement during the mediation process. Should the parties be unable to agree on who the Mediator shall be by September 30, 2028, the parties will then request the Minister of Labour to appoint the Mediator forthwith. The parties agree to continue the mediation process until either party advises (with 4 weeks written notice) of their intention to withdraw from the Mediation Process.

The parties agree that, subject to the parties continuing to negotiate in good faith, there shall be a continuation of services to their clients or customers if the current Collective Agreement term expires. All employees shall continue to provide services (new construction & service).

SECTION 2 - SCOPE AND RECOGNITION

2:01 Scope:

The following sections shall govern the conditions and wage rates in the Province of Manitoba, except for community sponsored projects.

2:02 Recognition:

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Refrigeration Journeymen, Apprentices of the refrigeration industry in the employ of the Employer, with respect to wages, hours and other terms and conditions of employment, on any and all work described in Appendix "A" attached to this Agreement.

The Union recognizes the Construction Labour Relations Association of Manitoba as the sole and exclusive bargaining representative for all of its member Employers bound hereunder and agrees that the Construction Labour Relations Association of Manitoba may represent the Employer in all contract observance disputes involving its members.

The Union agrees, on construction and service, to work only for and supply workers only to Employers who are bound by and to the terms and conditions as set out in this Agreement.

Neither party shall enter into any collective agreement or "Project Specific Agreement" covering the work jurisdiction as described in this Collective Agreement for different hours of work, working conditions, monetary provisions or any other term and condition than those contained in this Agreement, unless mutually agreed-to in writing between the parties.

It is agreed that for the purpose of developing any "Project Labour Agreements" with the Manitoba Building and Construction Trades Council, that Local Union 254 will ensure that the C.L.R.A.M. is advised/consulted as to the content and any and all specifics concerning the project agreement prior to the Local Union 254 signing off on this "Project Labour Agreement".

2:03 Hiring Preference:

Should the Employer require qualified refrigeration workers for employment on work in Manitoba outside of the territorial scope set forth in Section 2 of this Agreement and should the Union have qualified refrigeration workers available for employment when the Employer requires same for such work, then the Employer agrees to give preference to the employment of said unemployed qualified Union refrigeration workers when they are hiring.

SECTION 3 - OBJECTS

3:01 The object of this Agreement is to stabilize the industry and to prevent any lockout or strike, and to ensure a peaceable adjustment of any and all grievances, disputes, and differences that may arise between the parties hereto.

3:02 It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, the employees and the Union, in order to allow the trade to ensure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the parties to this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto.

3:03 It is also the intent of the parties hereto to prevent unnecessary costs to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, spread work policies and other objectionable practices.

SECTION 4 - STRIKES AND LOCKOUTS

4:01 It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.

4:02 It is agreed by the Employers that there shall be no lockout during the life of this Agreement or while negotiations for a renewal of the Agreement are in progress.

4:03 Notwithstanding 4:01 or 4:02 above where, following the nominal expiry date in Section 1:01 the parties have made every reasonable effort to conclude a collective agreement and no collective agreement has been concluded either party may notify the other party in writing of termination of the Collective Agreement. No legal strike or legal lockout shall take place until five (5) days have elapsed following the receipt of the notice referred to herein.

4.04 In the event of an information picket line being established at a job site within the jurisdiction of this Collective Agreement, by any Local of the Manitoba Building Trades or any other Organization, the Union agrees to ensure that appropriate representation of the Local (Business Manager, Business Agent, Local President) is present at the job site to ensure that its members cross the information picket line and commence their shift as per the jobs pre-designated start time.

SECTION 5 - MANAGEMENT

5:01 Nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of his acknowledged right to apply all of the regular and customary functions of management as he may deem advisable for the efficient management of his business, including the right to make rules and regulations relating the company's operations as shall appear to be expedient, including regulations covering the selection, direction, control, advancement, transfer, layoff, disciplining or discharge of the work force provided such rules shall not be inconsistent with the specific terms of this Agreement.

SECTION 6 - UNION SECURITY

6:01 Only qualified members of the Refrigeration Section of Local Union 254 in good standing shall be employed to undertake the work defined under the terms of this Agreement when members able to do the work in a satisfactory manner are available.

6:02 All employees hired after the signing of this Agreement shall as a condition of employment, apply to become members of the Union within thirty (30) days and maintain membership in good standing with the Refrigeration Section of Local Union 254. If the Union will not accept a qualified worker (registered Journeyman or indentured Apprentice) as a member, the Employer will not be required to discharge him. The Employer shall have the right to select his employees and to "name hire" from the list of available unemployed members registered at the office of the Refrigeration Section of Local Union 254.

6:03 Where the Employer has requested the Union office to furnish refrigeration workers to perform work within the scope of this Agreement and the required number of workers who are qualified for and able to satisfactorily perform the work available are not furnished within two (2) working days after the date for which the workers are requested, the Employer shall have the right to procure the required number of workers from other available sources, provided, however, that such workmen shall be required by the Employer to join the Union, if acceptable, not later than thirty (30) days after hiring. The Employer will notify the Union office before engaging such persons and obtain clearance from them. In such circumstances clearance by the Union will not be withheld.

6:04 Provided the Union can supply the Employer with qualified tradespeople who are able to perform the work required in a satisfactory manner and who are members of the Refrigeration Section of Local Union 254 the Employer agrees that as soon as it is practical to do so without creating additional cost to the Employer, other than any applicable wage differential any other persons working at the trade will be laid off.

6:05 In reducing the number of employees required, Refrigeration Section members of Local Union 254 shall be the last to be laid off.

6:06 The Union agrees to furnish competent workers to the Employer on request, the Employer shall have the right to reject any applicant referred by the Union and furthermore the Employer shall have the right to determine the competency and qualifications of such applicants.

6:07 The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities outside of working hours.

SECTION 7 - UNION REPRESENTATION

7:01 A Steward may be appointed or elected by the Union where Union members are working provided that the Steward is a qualified tradesperson performing work. The use of non-working Stewards will not be allowed.

7:02 It is agreed that the Employer will be notified in writing by the Union when a Steward is appointed. The Employer will notify the Union in writing when a Steward is discharged.

7:03 The Employer shall recognize that the Steward is acting for the workers as a whole, and he shall not be discriminated against. He may be called upon by the Employer to assist in the settlement of grievances as set out in Section 8 of this Agreement.

7:04 The Business Agent or other duly authorized representative of the Union will be allowed access to the job to conduct Union business providing this is done without interfering with the progress of the work on hand and that permission has first been obtained from the Employer representative and the Superintendent of the project, and provided that the Union representative is covered by Workers Compensation.

SECTION 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8:01 Grievance Procedure:

Should any difference arise between any Employer and any of its employees as to the interpretation, application, administration, or alleged violation of this Agreement, the parties hereto will settle such differences without any undue delay in the following manner.

It is agreed that an employee may have his shop Steward or other Union official present at any stage of the grievance procedure, at his discretion.

Step 1:
Any employee may submit his grievance either orally or in writing to his job Foreman provided only that this is done within ten (10) working days from the time the misunderstanding or complaint occurred. If a satisfactory reply is not received within two (2) working days or if there is no job Foreman on the job site the employee may then take his grievance to Step 2.

For the purpose of determining the time limit on grievances concerning hours of work, overtime, wages and other monetary allowances the commencement of the limiting time shall begin with the receipt by the employee of the wage data set forth in Section 21 of this Agreement.

Step 2:
If the matter is not satisfactorily settled the complaint shall be stated in writing, and the employee or a Union official acting on behalf of the employee, either alone or in the presence of the employee, shall discuss it with his Employer within fifteen (15) working days from the time the misunderstanding or complaint occurred. Preparation of the grievance will be made off the job.

If a satisfactory reply is not received within forty-eight (48) hours or within such longer time as may be agreed by the parties as reasonable in view of the circumstances of the case the employee may take his grievance to Step 3.

Step 3:
If a decision satisfactory to the party initiating the grievance is not given within the time limits set forth in Step 2 the grievance shall be submitted within five (5) working days to the Joint Conference Board. The grievance shall be stated in writing together with a summary of the facts and a statement of the remedy sought. A copy shall be mailed or delivered to each member of the Joint Conference Board. If the Joint Conference Board fails, within seven (7) days following receipt of the grievance to satisfactorily settle the grievance, either party shall be at liberty to refer the grievance to arbitration.

The parties to this Agreement shall have the right to process a group grievance or a grievance against the other party by submitting the grievance in writing to the Joint Conference Board as detailed for Step 3.

Any agreement arrived at between the parties during, or subsequent to the above steps shall be binding upon both parties and on the persons concerned.

It is agreed that no grievance shall exist unless it is submitted within the time limits specified. If the grievance is not advanced to the next step it shall be considered to have been settled on the basis of the last reply received.

It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until after exhausting the above grievance procedure.

At no time shall any employee leave the job, refuse to do his duties in a satisfactory manner to his Employer or encourage other employees to do likewise unless a legal strike has been declared. Such employee contravening the above clause shall be immediately discharged, at the discretion of the Employer.

8:02 <u>Arbitration Procedure</u>:

Where a violation of this Agreement is alleged, or a difference between the parties of this Agreement relating to the meaning or application of the Agreement, including a difference relating to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party thereto, after exhausting the grievance procedures outlined in this Section may notify the other party in writing of its desire to submit the alleged violation or difference to arbitration, and the notice shall contain the matter to be submitted to arbitration and the name of the person appointed to the Arbitration Board by the party giving notice.

The party who received the notice informing him of the submission of the matter to arbitration shall, within five (5) days after receiving notice, name an individual to be a member of the Arbitration Board.

The two (2) members of the Arbitration Board named by the parties, within five (5) days of the appointment of the second of them, shall appoint a third member of the Arbitration Board who shall be the Chairman thereof.

Where the party receiving the notice informing him of the submission of the matter to arbitration fails to name a member of the Arbitration Board, or where the two (2) appointees of the parties fail to agree on the appointment of the third member of the Arbitration Board, within the time specified, the Chief Justice of the Court of Queen's Bench of the Province of Manitoba, upon the request of a party to this Agreement shall appoint a member(s) on behalf of the party failing to make an appointment, or shall appoint the third member as the case may be, and, where the case requires, shall appoint both.

The expenses incurred by and in respect of an Arbitration Board shall be paid as specified in the Manitoba Labour Relations Act.

The procedure before the Arbitration Board shall be in accordance with the Manitoba Labour Relations Act and the decision of this Board shall be final and binding on both parties and on every person bound by the Agreement, but the Board of Arbitration shall not have jurisdiction to set provisions of a new agreement, nor to make any decision inconsistent with the provisions of this Agreement, nor by its decisions to change wholly or in part any provision of this Agreement.

8:03 <u>The Grievance Board</u>:

The Employers and the Union agree to the formation of a Grievance Board, consisting of three (3) Employers appointed by the Employers and three (3) members of the Union.

The Board shall meet at the request of either an Employer or the Union, giving twenty-four (24) hours notice in writing to the other party to deal with any grievance or dispute concerning the Employer and the Union or any aggrieved employee, which cannot be settled satisfactorily between the Employer and the Union or the employee, and the Board shall endeavour to settle the difference between the parties.

It is agreed by the parties hereto that the Joint Conference Board established under Section 31 of this Agreement may act as the Grievance Board referred to above.

SECTION 9 - UNION DUES CHECK-OFF

9:01 Upon receipt from the Union of a letter detailing the amount of the regular monthly dues applicable and the portion of said dues applicable to non-members as set forth below, the Employer agrees that, as a condition of the employment of every employee to whom the terms of this Agreement are applicable, the Employer shall deduct from the wages of each employee in the unit affected by the Collective Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union, except that where the employee is not a member of the Union the amount deducted shall not include any portion of such dues that is payable in respect to pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable by members of the Union.

9:02 The Employer agrees to deduct the same from the employee's first pay cheque each month and to forward such monies on or before the fifteenth (15th) of the month following for which such deduction was made to the Union.

9:03 When the Employer remits the same to the Union, the Employer shall at the same time return to the Union a deduction form, supplied by the Union, listing the names of the employees on whose behalf dues deductions were made as well as indicating the amounts applicable to each employee.

9:04 The Employers will record and send to the Building Trades Fund a record of hours worked, by employees covered under this Collective Agreement, on the forms provided by the Union for this purpose. The funds in question will be remitted by the Union to the Trade Fund, as a portion of the Union dues.

SECTION 10 - COMMUTING ALLOWANCE BEYOND THE PERIMETER HIGHWAY OF WINNIPEG

10:01 Commuting allowance and travel time allowance shall be computed from the Winnipeg Perimeter Highway or Free Zone, to and from the job-site.

10:02 Each employee shall be reimbursed for time spent travelling by arrangement with the Employer in accordance with the following:

(a) Travel Time: Outside free zone, each employee will be paid at the rate of one hundred (100%) percent of his regular hourly rate of pay.

(b) Free Zone: Up to a radius of thirty-two (32) kilometers outside the Winnipeg Perimeter Highway. Included in the free zone are the following locations: Selkirk; Stony Mountain; Stonewall; St. Anne; and Steinbach. When a project is located outside the thirty-two (32) kilometre free zone, all travel time expense will be paid from the Winnipeg Perimeter Highway and/or the boundaries of any city or town.

10:03

(a) Each employee who by arrangement with his Employer uses his own vehicle shall receive sixty-three point six cents (63.6¢) per kilometre vehicle allowance. The Employer may provide suitable transportation to and from the job site in lieu of the sixty-three point six cents (63.6¢) per kilometre vehicle allowance. Should the Employer elect to supply suitable transportation the employee shall be required to accept same.

(b) This distance to be measured by vehicle odometer following a route over which an vehicle could be reasonably expected to travel.

10:04 No employee shall be required to accept passengers in his own vehicle.

10:05 If an employee must leave the job during the working day due to illness or an injury or other legitimate reason, he shall receive the car allowance, if applicable, and travelling time back to the Perimeter Highway.

10:06 No commuting allowance will be paid to local residents.

10:07 The option as to whether to pay commuting allowance as detailed above or whether to pay transportation cost and board and room allowance as detailed in Sections 11, 12, and 13 lies with the Employer.

SECTION 11 - TRANSPORTATION COST AND TRAVELLING TIME WITHIN A 162 KILOMETRE RADIUS OF WINNIPEG (WHEN COMMUTING ALLOWANCE NOT PAID)

11:01 When employees are sent by the Employer to jobs within a one hundred and sixty-two (162) kilometre radius of Winnipeg, transportation to and from the job site plus travel time at the individual's applicable travel time rate for all hours travelled, shall be paid in accordance with 10:01 and 10:02 by the Employer, provided the employee stays on the job to termination of the job or to lay-off whichever is shorter.

11:02 By prior arrangement with the Employer, the employee may travel by private vehicle and he shall be paid the equivalent of fares by air or bus and the same amount of travelling time as he would be entitled to if he travelled by one of the above modes of transportation chosen by the Employer. No commuting allowance will be paid to local residents.

SECTION 12 - TRANSPORTATION AND TRAVELLING TIME FOR JOBS MORE THAN 162 KILOMETRES FROM WINNIPEG

12:01 Employees sent by the Employer to jobs more than one hundred and sixty-two (162) kilometres from Winnipeg while travelling will be entitled to board and to sleeping accommodations, paid in accordance with 10:01 and 10:02 by the Employer, when such accommodation is available.

12:02 Transportation to and from the job, from Winnipeg or from an employee's place of residence, whichever is the shorter distance, plus travel time at the individual's applicable travel time rate for all hours travelled up to a maximum of eight (8) hours pay for each twenty-four (24) hours of travel shall be paid for by the Employer.

12:03 If an employee quits the job or is discharged for just cause within thirty (30) calendar days the cost of transportation to and from the job if paid by the Employer shall be deducted from his wages.

12:04 On all out of town work, three hundred twenty-five (325) kilometres and over, an employee will be entitled to round-trip transportation, travel time, and expenses, to return home, for a period of up to seven (7) calendar days, after twenty-one (21) calendar days on his first tour of duty and all subseq uent tours of duty or to termination of the job or to lay-off whichever is the shorter.

Note: the initial travel day to the job site shall count as the first day of the twenty-one (21) calendar day tour of duty (and all subsequent tours).

Note: should the majority of CLRAM Trade Division Collective Agreements change the current 21 and 7 wrap structure, this Agreement will reflect the same change.

If at the request of the Employer, an employee agrees not to take the seven (7) day leave, he shall be reimbursed his travel time and expenses from the job site to Winnipeg and return on his next regular pay day. If an employee resigns or is discharged for just cause prior to working fifty percent (50%) of the time required to earn his next wrap around, fifty percent (50%) of this amount will be deducted from his final pay.

12:05 When the transportation supplied by the Employer is by plane, then travel time shall be determined by actual time spent travelling including a minimum of one (1) hour boarding time.

12:06 By prior arrangement with the Employer, the employee may travel by private vehicle and he shall be paid the equivalent of fares by air (provided there is a commercial airline flight to the general site location, otherwise bus or rail) and the same amount of travelling time as he would be entitled to if he travelled by one of the above modes of transportation chosen by the Employer.

12:07 The above provisions do not apply to local residents.

12:08 Employees travelling by air and arriving at said destination shall be picked up and taken to proper lodging on arrival and returned to point of public transportation at termination, or in lieu of the above, the cost of transportation to the public transportation will be provided in cash. This provision will be effective on termination, only if the employee has complied with the time limits set out in Section 26 of this Agreement.

12:09 Where a project to which Section 12 applies is located within the boundaries of a city or town no commuting allowance will be paid. If a project to which this Section applies is located outside the boundaries of said city or town then commuting allowance as set forth in Section 10 shall be paid.

12:10 Members residing in the area where the project is located for a period of six (6) months prior to the start of the project will not be included for out of town expenses but will receive daily commuting allowance as per Section 10.

SECTION 13 - BOARD AND ROOM (WHEN COMMUTING ALLOWANCE NOT PAID)

13:01 Employees sent to projects outside of the Winnipeg Perimeter Highway by the Employer and not paid commuting allowances as set forth in Section 10 shall be supplied with suitable board and room as long as they are available for work or are remaining in arranged board over the weekend or have been excused for medical reasons.

13:02 Board and room will not be paid to local residents.

13:03 **Prior Detailing and Acceptance of Arrangements Required**:

The arrangements made by the Employer for board and room and the transportation arrangements made, must be explained by the Employer to the employee and agreed to by the employee before the employee leaves Winnipeg for the job site. Failure by either party to comply with this clause is a breach of this Agreement.

13:04 **Board and Room Refund:**

Should an employee who is entitled to Board and Room under this Agreement supply his own Board and Room by arrangement with his Employer, he shall receive a Board and Room expense refund of one hundred and sixty-five dollars and twenty-five cents ($165.25) per day worked or one thousand one hundred fifty-six dollars and seventy-five cents ($1156.75) per calendar week that he is required to work away from home. If for reasons beyond the employee's control he cannot live on the foregoing rates per day or per seven (7) day week he will be reimbursed for approved receipts rendered. If the employee does not report for work as scheduled, he shall not receive the applicable Board and Room expense refund, unless a medical certificate is provided immediately upon his return to work. (As of May 1, 2025, and yearly thereafter, the subsistence allowance shall be by the percentage change to the nearest twenty-five cents (0.25¢) in the Statistics Canada Index for the cost of all items, March to March).

If an employee works a "maximum work week" as defined in section 14:01 (a), he shall receive one of the following:

(i) Return transportation costs and straight time travel time

(ii) One additional day of board and room refund up to a maximum of seven (7) days board and room.

SECTION 14 - HOURS OF WORK AND OVERTIME

14:01 All work on construction and installation shall be addressed as follows:

The maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour for lunch or 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour lunch period provided mutually agreed upon between employees and Employer on a specified project and the Union to be notified before such hours commence.

(a) The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time.

(b) If after the regular eight (8) hour working day overtime is required, it shall be paid at time and one-half (1 1/2 x)the straight time rate until starting time 8:00 a.m. the following morning. If the employee continues to work before an eight (8) hour break occurs, he will be paid double time (2 x) rates until such time as an eight (8) hour break occurs.

On a Saturday, an employee shall receive double-time (2 x) after working eight (8) hours at time-and one-half (1 ½ x).

On Sundays and Stat Holidays as per Section 24:01, the employee shall receive double time (2 x) for all hours worked.

(c) If more than two (2) hours overtime are worked, the Employer shall supply a hot meal, at no cost to the employee (or **twenty-five dollars ($25.00)** in lieu thereof of the hot meal) after the two (2) hours have been worked and the same is provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be provided the employee every two (2) hours alternately with the above mentioned meal breaks.

(d) Two (2), fifteen (15) minute coffee breaks shall be provided to the employee during the normal eight (8) hour working day.

A fifteen (15) minute coffee break shall be provided after the normal working day if over one (1) hour's overtime is required of an employee.

14:02 All construction work defined as a Major Building Construction Project Schedule as defined in the Manitoba Construction Industry Wages Act, shall be addressed as follows:

The maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour for lunch or 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour lunch period provided mutually agreed upon between employees and Employer on a specified project and the Union to be notified before such hours commence.

(a) The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time.

(b) If after the regular eight (8) hour working day overtime is required, it shall be paid at double (2 x) the straight time rate until starting time 8:00 a.m. the following morning. If the employee continues to work before an eight (8) hour break occurs, he will be paid double time (2 x) rates until such time as an eight (8) hour break occurs.

(c) If more than two (2) hours overtime are worked, the Employer shall supply a hot meal, at no cost to the employee (or twenty-five dollars ($25.00) in lieu thereof of the hot meal), after the two (2) hours have been worked and the same is provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be provided the employee every two (2) hours alternately with the above mentioned meal breaks.

(d) Two (2), fifteen (15) minute coffee breaks shall be provided to the employee during the normal eight (8) hour working day.

A fifteen (15) minute coffee break shall be provided after the normal working day if over one (1) hour's overtime is required of an employee.

14:03.1 Conditions Applicable To All Work No Matter Where Situated

Premium Shift Work:

(a) Premium shift hours shall be defined as those straight time hours worked beyond the limits to which the regular shift working hours may be expanded or adjusted under Section 14:01 or Section 14:02 by means of starting fresh work crews in lieu of working with the original work crews at overtime rates and includes the working of single shifts outside of the normal working hours.

(b) A premium of .125 of the regular straight time rate will be paid for each premium shift hour worked.

(c) Overtime payment for shift work shall be at double the applicable rate.

(d) For purposes of computing overtime premium applicable for Saturday, Sunday or holiday work the following rules shall apply:

Saturday overtime premium is due from 12:01 a.m. Saturday until 12:00 midnight Saturday, Sunday overtime premium is due from 12:01 a.m. Sunday until 12:00 midnight Sunday. Holiday overtime premium is due from 12:01 midnight on the holiday. The Union accepts that this wording may result in short shifts being worked to avoid payment of overtime premium.

(e) The starting and quitting time for shift work will be decided by the Employer.

(f) Except in the case of an emergency the Union will be notified when shift work is worked.

(g) On construction work only all shift work performed between 00:01 a.m. Saturday and 00:01 Monday shall be paid for at double the applicable rate.

14:03.2 Starting and Quitting Time:

Workers will be at their place of work at the regular starting time and shall remain until regular quitting time. A suitable signal shall give all starting and quitting times.

14:04 Compressed Work Week:

By mutual agreement between the Union and the Employer, a compressed work week of four (4) - ten (10) hour days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

If overtime is required on a compressed work week day(s), then meal and breaks as per Section 14:01 (c) & (d) will apply with the first overtime meal break commencing at the start of the overtime period.

Should additional day(s) of work be required beyond the scheduled four (4) – ten (10) hour days then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week (subject to Section 13:04 (i) being applicable).

In the event that any Holiday specified in Section 24:01 of the Agreement falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. three (3) - ten (10) hour days. Accordingly, the amount of room and board or "subsistence allowance" will be paid as follows:

(a) If the Holiday falls on the first or last work day of a compressed work week the employee shall receive room and board or "subsistence allowance" on a days worked plus one (1) additional day basis.

(b) If the Holiday falls between but not on the first or last work day of a compressed work week the employee shall receive room and board or "subsistence allowance" for five (5) days.

SECTION 15 – SERVICE WORK

15:01 Service Work:

a) **Definition:** Service work is the operation, inspection, adjusting, testing and balancing, evacuation, charging, start-up, servicing, maintenance, replacement and repair of all mechanical equipment including, but not limited to, heating, ventilating and air conditioning systems, refrigeration systems, compressors, pumps, mechanical equipment and all piping systems, controls and components of same, on a regular and/or an emergency call basis as required.

b) **(i)** A maximum of eight (8) hours per day forty (40) hours per week may be worked, Monday through Friday, at the employees regular straight time rate. For Service Work, once ten (10) hours of work has been completed and overtime is about to commence, the employee is entitled to receive an Employer supplied hot meal, at no cost to the employee (or twenty-five dollars ($25.00) in lieu thereof of the hot meal) and every four (4) hours worked thereafter.

(ii) Compressed Work Week: By mutual agreement between the Union and the Employer, a compressed work week of four (4) – ten (10) hour days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

If overtime is required on a compressed work week day(s), then meal and breaks as per Section 14:01 (c) & (d) will apply with the first overtime meal break commencing at the start of the overtime period.

Should additional day(s) of work be required beyond the scheduled four (4) – ten (10) hour days then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week (subject to Section 13:04 (i) being applicable).

In the event that any Holiday specified in Section 24:01 of the Agreement falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. three (3) - ten (10) hour days. Accordingly, the amount of room and board or "subsistence allowance" will be paid as follows:

(a) If the Holiday falls on the first or last work day of a compressed work week the employee shall receive room and board or "subsistence allowance" on a days worked plus one (1) additional day basis.

(b) If the Holiday falls between but not on the first or last work day of a compressed work week the employee shall receive room and board or "subsistence allowance" for five (5) days.

c) **Overtime:** All overtime hours shall be compensated as follows:

(i) Monday through Friday at time and one-half times (1 ½ x) the straight time rate. On Service Call outs, Monday through Sunday midnight till 8:00 a.m. (or his normal start time), the employee shall receive two times (2 x) the base hourly rate.

(ii) Sundays and Stat Holidays (as per Section 24) at two times (2 x) straight time rate.

(iii) Between 7:00 a.m. and 5:30 p.m., eight (8) hours may be worked on Saturdays at time and one-half (1 ½ x) the straight time rate. All other hours worked on Saturday shall be paid at double the straight time (2 x) hourly rate.

(iv) Notwithstanding the above, overtime being performed Monday through Friday, where an employee has been working on that which has been in progress for a minimum of two (2) hours prior to the employees normal quitting time will be paid for at the employees straight time rate for the first one (1) hour, and at time and one-half (1 ½ x) the straight time rate for all additional hours worked thereafter.

d) When an employee, by arrangement with his Employer is directed to hold himself available on stand-by to answer service calls, he shall be guaranteed a minimum premium remuneration of two-hundred dollars ($200.00), Monday to Sunday inclusive.

e) If the company requests that a Service Mechanic must wear a uniform/coveralls, the company shall pay one hundred percent (100%) of the cost of such uniform/coveralls. It is understood that the Employer will determine what kind of uniform a Service Mechanic will wear. It is agreed that "uniform" shall mean at a minimum, the Employer will supply a company logo work shirt and company logo hat (baseball style). A Service Mechanic shall receive a safety boot reimbursement (receipt required) of three hundred dollars ($300.00) per calendar year, subject to the Service Mechanic having a minimum employment record of twelve (12) months continuous service with the Employer. Continuous service to include time spent in school for Apprenticeship levels. In the case of Metatarsal "safety boots", the Employer will contribute "100%" (one hundred percent) of the cost.

15:02 When service trucks break down or are otherwise unavailable and the employee is authorized to use his personal automobile for service work in lieu of the service truck and carries the tools, equipment and materials normally carried in the service truck, then he is to be reimbursed for costs of business mileage which will include operation, maintenance, insurance, etc. at a rate of seventy-eight point six cents (78.6¢) per kilometre.

15:03 There will be no discrimination against those who do not wish to use their personal automobile. The Employer, at his discretion, may supply a vehicle for such purposes.

15:04 In cases when, for the employee's reasons, the employee has the use of the Employer supplied vehicle to drive from the employee's place of residence to Employer's place of business or to the work location, the employee shall, if requested, reimburse the Employer for the use of the vehicle at the rate specified in Section 15:02.

15:05 Continuation of Services:

The Parties agree that there shall be a continuation of services to their clients or customers if the current Collective Agreement term expires. The service employees shall continue to provide services subject to the parties continuing to negotiate in good faith.

SECTION 16 - SHOW-UP PAY

16:01 An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available, except for reasons of inclement weather the result thereof or other reasons beyond the control of the Employer will receive three (3) hours pay for reporting time.

SECTION 17 - SAFETY AND SANITARY

17:01 The parties to this Agreement agree to observe all safety and health regulations laid down by the Workplace Safety and Health Act.

17:02 All power machinery, tools, appliances, power cutting and threading machines used in connection with work coming under the jurisdiction of Union either on the job or in the field shop shall be operated by members of the Union who have been instructed in the proper use thereof.

17:03 The Employer will supply all safety equipment and devices required by the Safety Regulations including respirators, goggles for grinding, welding sleeves and gloves for welders, protective rain gear, and disposable hearing protection when same is required.

17:04 When workers are required to work in hazardous areas, the Employer shall furnish proper protective clothing. Failure to comply the employee must be reimbursed for loss or damage to his footwear or clothing. Personal clothing to be supplied by the employee. Hard hats are to be supplied by the Employer.

17:05 The employee must accept the responsibility for the safety equipment issued by the Employer under the same conditions as set forth for tools under Section 18 and must report the loss or damage of any of the items so issued to his Superior or Employer.

17:06 Local 254 reserves the right to insist on sanitary facilities as specified in the Public Health Act.

If the toilet facilities as described above are not provided no employee will be penalized for leaving the job in case of necessity.

17:07 Where potable water is not readily accessible, drinking water will be supplied in sanitary insulated containers complete with paper cups and salt tablets where needed.

SECTION 18 - TOOLS

18:01 A mechanic's tools are his means of livelihood and must be kept in good condition at all times.

18:02 The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He must report the breakage or loss of any of these tools immediately to his Superior.

18:03 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

18:04 During the course of their first level of apprenticeship, a 1st Level Apprentice will acquire these (*) tools. By the completion of the 2nd Level of Apprenticeship, the Apprentice will have acquired the complete Journeyman tool list and the employee shall report to the job with these tools in good condition. It is agreed that the Employer will pay for the cost of repairing or replacing these tools with equivalent tools as long as the tools have been kept in a reasonable condition:

*	9" Torpedo Level
*	Allen Wrenches (set 1/16" to 3/8" and metric equivalent)
*	Combination Wrenches (box and open end, ¼" to 1-1/4")
*	Cordless Drill (1/2" chuck)
*	Crescent Wrenches (set consisting of 6", 8", 10")
*	Flashlight
*	Hammer
*	Nut Driver Set (1/4 inch to ½ inch Sizes)
*	Pipe Wrenches (8", 14", 18")
*	Pliers (needle nose, pump plier, linesman, locking)
*	Screw Drivers (complete set)
*	Side Cutters
*	Socket Set (1/4" drive, 3/8" drive and ½" drive)
*	Tape Measure (25')
*	Tinsnips (set of 3 aviation style – 1 each right, left & straight)
*	Tool Box
*	Tube Cutters (1/4" to 1-1/8" & IMP – mini Cutter)
	Ampmeter (CAT IV designation for outdoor use)
	Digital Infared Thermometer & a Pocket Thermometer
	Electronic Leak Detector (freon type refrigerants)
	Hack Saw (12 inch blade)
	Impact Driver
	Keyhole Saw
	Multimeter (CAT IV designation for outdoor use) HVAC Specific
	Pinch Off Tool
	Punch and Chisel Set
	Refrigeration Flaring Kit
	Refrigeration Test Manifold (suitable for R410)
	Sawzall
	Swedging Kit (1/4", 3/8", ½", 5/8")

18:05 The Employer agrees to pay the employee fifty percent (50%) of the cost of tool insurance up to a maximum of eight thousand dollars ($8,000.00) worth of coverage, upon submission of a receipt from the employee. If a new employee leaves the employ of the Employer within six (6) months of such payment being made, the Employer may deduct said payment from any monies due the employee. In the event of a claim being made for lost or stolen tools, the Employer agrees to pay one hundred percent (100%) of the deductible.

18:06 Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss, satisfactory to the insurance company. Such list must be submitted within ten (10) days of loss unless reason satisfactory to the insurance company can be shown for not having done so.

SECTION 19 - APPRENTICES AND APPRENTICE WAGES

19:01 The parties agree that effective date of Union ratification of this collective agreement to adopt the newly established Apprentice to Journeyman ratio as directed by the Manitoba Apprenticeship Branch. Should there be any further changes during the life of the Agreement the parties agree to adopt.

(a) On Construction & Service Work

The scale of wages for Apprentices shall be:

1st 12 months-	55% of Journeyman base wage rate
2nd year	65% of Journeyman base wage rate
3rd year	73% of Journeyman base wage rate
4th year	83% of Journeyman base wage rate
5th year (has no "B" Gas License Certification)	93% of Journeyman base wage rate

SECTION 20 - IN CASE OF INJURY

20:01 Should an employee, as a result of injury incurred in the performance of his work, require first aid treatment, he shall be paid for the time taken off work for the initial treatment. Should an employee be injured to the extent that he becomes a Workers Compensation Act case, he shall be paid to the end of the shift.

20:02 The employee must report the accident on the day it occurs, or as soon as he becomes aware that he has been injured, to his Foreman or Employer and compensation forms are to be filled out correctly, as soon as possible, when necessary.

20:03 The Foreman or Employer's Agent shall gather the injured employee's tools and belongings and place them in his tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the owner returns to work.

SECTION 21 - WAGES

21:01 **a)** The hourly wages for the following **Journeymen** Refrigeration Classifications shall be as detailed in Appendix "C":

Journeyman	**Red Seal Journeyman with "B" Gas License/Certification**
Journeyman "A Gas"	**Red Seal Journeyman with "A" Gas License/Certification will receive an additional 5% added to the Journeyman base rate.**

When the Employer appoints a **Foreman**, he shall receive 10% above the Journeyman base wage rate.

b) The wages for **Maintenance Workers** shall be:

(i) Entrance level -------- 40% of Journeyman rate
(ii) Experienced level ---- 45% of Journeyman rate

Maintenance Workers may be employed in accordance with a ratio of one (1) per shop and one (1) for each additional seven (7) Refrigeration Journeymen and Apprentices.

Maintenance Workers shall perform duties assigned in accordance with Appendix "B" attached.

SECTION 22 - TRUST FUNDS

22:01 Health and Welfare Fund

(i) In addition to the hourly rate, the Employer shall contribute an amount to the Local 254 Health and Welfare Fund for all hours earned by all employees performing any of the work as described in this Agreement as follows:

	Date of Union Ratification	February 1, 2025	February 1, 2026	February 1, 2027
Employer Contribution	**$0.91/hour**	**$0.91/hour**	**$0.91/hour**	**$0.91/hour**
Employee Contribution	**$1.03/hour**	**$1.03/hour**	**$1.03/hour**	**$1.03/hour**

22:02 Contributions to all Trust Funds will be made on the basis of full or half hours worked. These contributions shall be submitted monthly on forms supplied by the administrator of the Local 254 Piping Industry Trust Funds on or before the 10th (tenth) day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trust Funds" covering all contributions, to the administrator of the Local 254 Industry Trust Funds.

22:03 The conditions as previously outlined shall apply to this Agreement. Further to this Agreement, the Union agrees that the Mechanical Contractors Association of Manitoba Inc., will be notified of any pre-job conference between the Union and an out-of-province contractor. At this pre-job conference all the provisions of the above trust fund can be clearly explained to the out-of-province contractor so that his obligations to all the Piping Industry Trust Funds will be clearly understood.

22:04 Pension Fund

(i) In addition to the hourly rate, the Employer shall contribute to the Local 254 Refrigeration Pension Plan for all hours earned by a Journeyman performing any of the work described in this Agreement as follows:

	Date of Union Ratification	February 1, 2025	February 1, 2026	February 1, 2027
Employer Contribution	**$8.18/hour**	**$8.18/hour**	**$8.18/hour**	**$8.18/hour**

NOTE: All Apprentice Pension Contributions are based on the relative percent to Journeyman as identified in Section 19:01 (a) and shown in Appendix "C".

(ii) Unless otherwise specifically set forth in the applicable Trust Agreement the Local 254 Refrigeration Pension Plan shall be administered by the Board of Trustees, composed of six (6) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the chairperson to be elected annually by the aforesaid members. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights for both parties to this Agreement and shall be maintained at all meetings of the Trustees.

(iii) Contributions to all Trust Funds will be made on the basis of full or half hours worked. These contributions shall be submitted monthly on forms supplied by the administrator of the Local 254 Refrigeration Pension Plan on or before the 10th day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to the administrator of the Local 254 Refrigeration Pension Plan.

(iv) The conditions as previously outlined shall apply to this Agreement. Further to this Agreement, the Union agrees that the Refrigeration Contractors Trade Division will be notified of any pre-job conference between the Union and an out-of-province contractor. At this pre-job conference all the provisions of the above Trust Fund can be clearly explained to the out-of-province contractor so that his obligations to the Refrigeration Pension Plan will be clearly understood.

22:05 Industry Fund

(i) The Employer shall contribute to the Industry Fund for all hours earned by all bargaining unit employees as set out below:

	Date of Union Ratification	**February 1, 2025**	**February 1, 2026**	**February 1, 2027**
Employer Contribution	**$0.25/hour**	**$0.25/hour**	**$0.25/hour**	**$0.25/hour**

22:06 Training Trust Fund

(i) The Employee and the Employer shall contribute to the Training Trust Fund for all hours earned as set out below:

	Date of Union Ratification	February 1 2025	February 1, 2026	February 1, 2027
Employer Contribution	**$0.51/hour**	**$0.51/hour**	**$0.51/hour**	**$0.51/hour**
Employee Contribution	**$0.12/hour**	**$0.12/hour**	**$0.12/hour**	**$0.12/hour**

SECTION 23 - WAGES - HOW PAID

23:01 Unless other mutually agreeable arrangements are made between the parties wages shall be paid by direct deposit or by cheque weekly and not more than three days' pay shall be held back.

23:02 The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, rate of pay, net pay and company name.

23:03 Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.

23:04 Before Union members are dispatched to an Employer who is not signatory to a United Association Agreement and registered in Manitoba for a minimum of two (2) years, such Employer shall be required to sign the current Collective Agreement and deposit a bond in the amount of fifty thousand ($50,000.00) dollars minimum with the legal counsel of the Union for use in default of payments of wages, vacation pay, or any other contributions provided by the Collective Agreement.

SECTION 24 - HOLIDAYS AND HOLIDAY PAY

24:01 All work performed on Saturday or Sunday and the following statutory holidays, shall be paid for at double the straight time rate. New Year's Day, Louis Riel Day, Good Friday, day declared for celebration of the Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Truth & Reconciliation Day and any day proclaimed a holiday by the Federal, Municipal, or Provincial Government or the City of Winnipeg.

24:02 When any of the holidays stated in 24:01 fall on a Saturday, or Sunday they will be observed on the following working day(s) which is not a paid holiday, except Remembrance Day and Truth & Reconciliation Day.

24:03 Pay for vacation with pay shall be six percent (6%) of the employee's gross earnings. An employee who has ten (10) years of consecutive service with the Employer shall receive vacation pay at the rate of seven percent (7%) of the employee's gross earnings on the tenth (10^{th}) year anniversary date of his employment.

24:04 In lieu of Statutory and Government proclaimed holidays, the Employer shall pay four point five percent (4.5 %) of the employee's gross earnings.

24:05 Each employee shall be entitled to three (3) weeks annual vacation after one (1) year of employment.

24:06 Vacation and statutory holiday pay shall be paid on every regular pay day.

24:07 Bereavement Leave:

Subject to an employee having completed one (1) year of continuous service with the Employer, if an employee suffers the loss of an immediate family member (to be defined below), the employee shall receive three (3) days of paid leave. Should the employee require additional time away from work, the employee will be granted, up to, an additional seven (7) days of unpaid leave in conjuncture with the original three (3) paid days (a total of ten (10) working days).

"Immediate family" shall be defined as the employees': spouse (including common-law and same-sex partnerships), child (including step-child), grandchild, sister, brother, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, employee's immediate grandparents.

SECTION 25 - STANDARDS OF WORK AND LIMITATIONS

25:01 Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, or holidays at less than the overtime rates prescribed herein.

25:02 Disciplinary action is to be taken by both the Union and the Employer against any infraction of this Section.

SECTION 26 - TERMINATION OF EMPLOYMENT

26:01 When a worker quits, he shall give his Employer one (1) hour's notice and he shall receive his pay on the next regular pay day.

26:02 When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his termination of employment the employee's:

1) Wages to time of lay off.
2) Vacation Pay Allowance.
3) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
4) Unemployment Insurance termination slips.
5) Hospital and/or medical employment termination slips
6) Statutory Holiday Pay Allowance.

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

26:03 When an employee is dismissed for cause, the Employer will mail to him his pay records and allowances on the next regular pay day.

SECTION 27 - SAVINGS CLAUSE

27:01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of Manitoba. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute and the other provisions of this Agreement shall not be affected thereby.

27:02 Should the parties fail to reach agreement within sixty (60) days or such longer time as may be mutually agreed, the matters under renegotiation shall be submitted to binding arbitration in accordance with the provisions of Section 8 hereof.

SECTION 28 - TECHNOLOGICAL CHANGE

28:01 The provisions of this Section are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

28:02 Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.

28:03 In the event of a technological change by a particular Employer that particular Employer shall at the written request of the Union assist his employees affected by the technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which the employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the training committee (or Joint Labour/Management Committee) specifying what sort of retraining will be required to adjust to the technological change.

The Union and the Employers, acting through their respective organizations will then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from Employment and Immigration Canada, the Manitoba Department of Labour and the Manitoba Department of Education.

SECTION 29 - WELDING

29:01 All Journeymen Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.

29:02 If the Employer requires any additional examining or testing, or if an existing employee is requested by the Employer to re-test for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Employer.

29:03 Should an employee's certificate expire while he is in the employ of an Employer party to this Agreement, the cost of the required annual re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer forty-five (45) days prior. If the employee quits within forty-five (45) days he will be required to repay the total cost.

29:04 When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of the testing time paid by the Employer will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Employer.

SECTION 30 - ENABLING CLAUSE

30:01 To enable Union members and Employers to secure work, the Business Manager or his designated representative, may modify such terms and/or conditions in this Agreement as is necessary to enable the parties to secure work, which by its nature or location, or for special reasons may not be obtainable to the parties hereto.

30:02 If for certain reasons the Business Manager needs time to review such necessary amendments, he will have twenty-four (24) hours to do so. Any special amendment granted will apply equally to all parties signatory to this Agreement.

SECTION 31 - JOINT CONFERENCE BOARD

31:01 The Employer and the Union agree to the formation of a Joint Conference Board consisting of three (3) Employer nominees and three (3) members of the Union (one of whom may be the Business Manager or Business Agent of the Union) who shall meet at least every two (2) months to review the operations of this Refrigeration Section and/or Agreement.

31:02 A quorum for all meetings of this Board shall consist of two (2) nominees of each party. Decisions of the Board shall be made by a majority of the votes cast.

31:03 The Board shall be concerned with reviewing the operation of the Refrigeration Agreement, labour supply and training, and general, technical, and economic conditions of the refrigeration and air conditioning industry and may make recommendations to the parties for the benefit of the industry and the general public, and may establish regulations governing the conduct of the Employers or the members of the Union.

SECTION 32 - JURISDICTION OF WORK

32:01 Jurisdiction of work of this Union is not subject for negotiation between the Employer and the Union, and is inserted as an appendix to this Agreement for information purposes only --- See Appendix "A".

32:02 The Union agrees that in respect of jurisdictional disputes during the lifetime of the Agreement, it will not be involved in, and it will not directly or indirectly, sanction or authorize any slowdown, work-to-rule, stoppage of work, refusal to perform work, or any activity designed to restrict or limit output, and no employee shall be involved in such action. It is further agreed by the Union that should any such action be taken, the Union shall instruct its members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner and shall enforce such instruction.

APPENDIX "A"- JURISDICTION OF WORK

(a) All piping, setting and hanging of all units and fixtures for air conditioning, cooling , heating, roof cooling, refrigeration, ice making, humidifying, and dehydrating by any method, and the charging, testing, and servicing of all such work after completion.

(b) The laying out and cutting of all holes, chases, and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, tubing raceways used in connection with refrigeration industry except as may be done by other trades under their accepted trade jurisdiction or work assignments.

(c) All acetylene and arc welding, brazing, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the refrigeration work. If refrigeration worker welders are not available, the Employer may get his welding done in any way which is expedient.

(d) Laying out, cutting, bending and fabricating, of all pipe work of every description (relating to (a) by whatever mode or method).

(e) All methods of stress relieving of all pipe joints made by every mode or method in the refrigeration industry.

(f) The assembling and erecting of tanks used for mechanical manufacturing, for industrial purposes, to be assembled with bolts, or welded joints but tanks purchased ready assembled shall be installed under this Agreement and hoisting by equipment operated by other Unions having jurisdiction over same shall be permitted.

(g) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the refrigeration or air conditioning industry and heating.

(h) The operation, maintenance, repairing, servicing and dismantling for re-use of all refrigeration equipment parts, piping and components.

(i) All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial or for any other purposes in the refrigeration industry.

(j) Piping herein specified means pipe made from metal, tile, glass, rubber, plastics, or any other kind of material or product manufactured into pipe usable in the pipe fitting industry, regardless of size.

(k) Hoisting, setting up, hanging, and installing all equipment supplied by refrigeration and air conditioning contractors except as may be done by other trades under their accepted trade jurisdiction or work assignment.

(l) Nothing herein contained will limit the Employer in his freedom to hire other trades himself or to subcontract to other trades to do work which falls into the recognized work jurisdiction of such other trades.

APPENDIX "B"- MAINTENANCE WORKER DUTIES

Maintenance Worker duties may be as assigned and generally in accordance with those set out below.

All routine maintenance and inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer, such as:

(a) Air filter changing and maintenance thereof.

(b) All oil greasing.

(c) All belt adjusting or replacement.

(d) Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment.

(e) General housekeeping.

(f) Delivery and truck driving of parts or equipment trucks.

(g) Building systems operation under contract with customer. (Power Engineers)

(h) In an area where a problem exists with non-union competition, the assignment of Maintenance Mechanics duties (may be adjusted to meet local conditions) (in consultation with the local Union Business Manager).

(i) Cleaning, repairing, and routine maintenance of solar energy equipment.

(j) All aspects of residential comfort systems in a residential dwelling.

APPENDIX C WAGE TABLE – 2024-2025 REFRIGERATION/AC

Date of Union Ratification	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journeyman (Gas "A")	$44.31	$1.99	$2.78	$0.91	$8.18	$0.51	$0.25	$58.93
Long Service (Gas "A")	$44.31	$1.99	$3.24	$0.91	$8.18	$0.51	$0.25	$59.39
Journeyman	$42.20	$1.90	$2.65	$0.91	$8.18	$0.51	$0.25	$56.60
Apprentice 5th Yr	$39.25	$1.77	$2.46	$0.91	$7.61	$0.51	$0.25	$52.76
Apprentice 4th Yr	$35.03	$1.58	$2.20	$0.91	$6.79	$0.51	$0.25	$47.27
Apprentice 3rd Yr	$30.81	$1.39	$1.93	$0.91	$5.97	$0.51	$0.25	$41.77
Apprentice 2nd Yr	$27.43	$1.23	$1.72	$0.91	$5.32	$0.51	$0.25	$37.37
Apprentice 1st Yr	$23.21	$1.04	$1.46	$0.91	$4.50	$0.51	$0.25	$31.88
Journeyman Long Service	$42.20	$1.90	$3.09	$0.91	$8.18	$0.51	$0.25	$57.04
Maintenance Entrance Level	$16.88	$0.76	$1.06	$0.00	$0.00	$0.00	$0.25	$18.95
Maintenance Experienced	$18.99	$0.85	$1.19	$0.00	$0.00	$0.00	$0.25	$21.28

APPENDIX C WAGE TABLE – 2025-2026 REFRIGERATION/AC

February 1, 2025	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journeyman (Gas "A")	$45.68	$2.06	$2.86	$0.91	$8.18	$0.51	$0.25	$60.45
Journeyman Long Service (Gas "A")	$45.68	$2.06	$3.34	$0.91	$8.18	$0.51	$0.25	$60.93
Journeyman	$43.50	$1.96	$2.73	$0.91	$8.18	$0.51	$0.25	$58.04
Apprentice 5th Yr	$40.46	$1.82	$2.54	$0.91	$7.61	$0.51	$0.25	$54.10
Apprentice 4th Yr	$36.11	$1.62	$2.26	$0.91	$6.79	$0.51	$0.25	$48.45
Apprentice 3rd Yr	$31.76	$1.43	$1.99	$0.91	$5.97	$0.51	$0.25	$42.82
Apprentice 2nd Yr	$28.28	$1.27	$1.77	$0.91	$5.32	$0.51	$0.25	$38.31
Apprentice 1st Yr	$23.93	$1.08	$1.50	$0.91	$4.50	$0.51	$0.25	$32.68
Journeyman Long Service	$43.50	$1.96	$3.18	$0.91	$8.18	$0.51	$0.25	$58.49
Maintenance Entrance Level	$17.40	$0.78	$1.09	$0.00	$0.00	$0.00	$0.25	$19.52
Maintenance Experienced	$19.58	$0.88	$1.23	$0.00	$0.00	$0.00	$0.25	$21.94

APPENDIX C WAGE TABLE – 2026-2027 REFRIGERATION/AC

February 1, 2026	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journeyman Gas "A"	$47.04	$2.12	$2.95	$0.91	$8.18	$0.51	$0.25	$61.96
Journeyman Long Service (Gas "A")	$47.04	$2.15	$3.44	$0.91	$8.18	$0.51	$0.25	$62.48
Journeyman	$44.80	$2.02	$2.81	$0.91	$8.18	$0.51	$0.25	$59.48
Apprentice 5th Yr	$41.66	$1.87	$2.61	$0.91	$7.61	$0.51	$0.25	$55.42
Apprentice 4th Yr	$37.18	$1.67	$2.33	$0.91	$6.79	$0.51	$0.25	$49.64
Apprentice 3rd Yr	$32.70	$1.47	$2.05	$0.91	$5.97	$0.51	$0.25	$43.86
Apprentice 2nd Yr	$29.12	$1.31	$1.83	$0.91	$5.32	$0.51	$0.25	$39.25
Apprentice 1st Yr	$24.64	$1.11	$1.54	$0.91	$4.50	$0.51	$0.25	$33.46
Long Service Journeyman	$44.80	$2.02	$3.28	$0.91	$8.18	$0.51	$0.25	$59.95
Maintenance Entrance Level	$17.92	$0.81	$1.12	$0.00	$0.00	$0.00	$0.25	$20.10
Maintenance Experienced	$20.16	$0.91	$1.26	$0.00	$0.00	$0.00	$0.25	$22.58

APPENDIX C WAGE TABLE – 2027-2028 REFRIGERATION/AC

February 1, 2027	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journeyman Gas "A"	$48.45	$2.18	$3.04	$0.91	$8.18	$0.51	$0.25	$63.52
Journeyman Long Service (Gas "A")	$48.45	$2.18	$3.54	$0.91	$8.18	$0.51	$0.25	$64.02
Journeyman	$46.14	$2.08	$2.89	$0.91	$8.18	$0.51	$0.25	$60.96
Apprentice 5th Yr	$42.91	$1.93	$2.69	$0.91	$7.61	$0.51	$0.25	$56.81
Apprentice 4th Yr	$38.30	$1.72	$2.40	$0.91	$6.79	$0.51	$0.25	$50.88
Apprentice 3rd Yr	$33.68	$1.52	$2.11	$0.91	$5.97	$0.51	$0.25	$44.95
Apprentice 2nd Yr	$29.99	$1.35	$1.88	$0.91	$5.32	$0.51	$0.25	$40.21
Apprentice 1st Yr	$25.38	$1.14	$1.59	$0.91	$4.50	$0.51	$0.25	$34.28
Long Service Journeyman	$46.14	$2.08	$3.38	$0.91	$8.18	$0.51	$0.25	$61.45
Maintenance Entrance Level	$18.46	$0.83	$1.16	$0.00	$0.00	$0.00	$0.25	$20.70
Maintenance Experienced	$20.76	$0.93	$1.30	$0.00	$0.00	$0.00	$0.25	$23.24

APPENDIX "D"- STANDARD FOR EXCELLENCE

STANDARD FOR EXCELLENCE

The parties agree to adhere to the following Standard For Excellence:

Member and Local Union Responsibilities	Employer and Management Responsibilities
Arrive on time	Ineffective management, superintendents, Journeyperson and Apprentices will be returned to the referral hall.
Adhere to contractual lunch and break times (Personal Cell phones are only used at this time)	Provide worker recognition.
Have required tools. Respect tools and equipment supplied by Employer.	Ensure all materials needed are available.
Zero tolerance substance abuse policy.	Provide storage for tools.
Eliminate work disruptions.	Provide leadership to jobsite Supervisors.
Ensure safe on-time completion of projects.	Ensure leadership takes responsibility for mistakes created by management decisions.
Respect property.	Be consistent and fair with disciplinary action.
Be productive, dress appropriately.	Create and maintain a safe work environment.
Respect and adhere to Employer and customer rules and policies.	Promote and support continued education and training.
Follow management directives.	Have properly manned projects.
Enhance skill level by using local and international training classes and take advantage of the certification system	Treat employees with respect.
	Cooperate and communicate with Steward.

SIGNATURE PAGE:

SIGNED AND SEALED at Winnipeg, Manitoba on behalf of and as agents for the member firms of the Refrigeration Contractors Trade Division of the Construction Labour Relations Association of Manitoba whose status shall be several and not joint this 12 day of April, 2024.

Per _____
D. Perron, Refrigeration Director

Per _____
P. Wightman, Executive Director

SIGNED on behalf of the Refrigeration Section of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 254, Winnipeg, Manitoba this 12 day of April, 2024.

Per _____
K. Kalcsics, Business Manager

The current members of the Refrigeration Contractors Trade Division, Construction Labour Relations Association of Manitoba as of date of signing this Agreement are:

Abco Supply & Service Ltd.
Black & McDonald Limited
Derksen Plumbing & Heating Ltd.
Cimco Refrigeration Ltd.
Mikkelsen-Coward & Company Limited
Randall Plumbing & Heating Ltd.
Tower Industries Limited
Servco Canada

LETTER OF UNDERSTANDING - TESTING

LETTER OF UNDERSTANDING

BETWEEN

THE REFRIGERATION CONTRACTORS TRADE DIVISION OF THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 254 OF THE REFRIGERATION SECTION OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

The above referenced parties agree that the U.A. Local 254 Training Institute shall conduct the certification Welding/Brazing testing and re-testing of members of the Local and Section 29:03 of the Collective Agreement shall no longer apply (the time associated with taking this testing shall not be compensated by the Employer).

The parties further agree to work in a collaborative fashion to lobby the Provincial Government in securing appropriate program funding and authorization from the department of Labour for delivering the testing certificates.

In accordance of the foregoing, the parties affixed their signatures this 12 day of April, 2024.

For the Union: U.A. Local 254

K. Kalcsics, Business Manager

For the Employer: C.L.R.A.M.
Refrigeration Contractors Trade Division

D. Perron, Refrigeration Director

P.Wightman, Executive Director

LETTER OF UNDERSTANDING – CHILD CARE

LETTER OF UNDERSTANDING

BETWEEN

THE REFRIGERATION CONTRACTORS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 254
OF
THE REFRIGERATION SECTION OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

RE: CHILD CARE

The above referenced parties agree to work in a collaborative fashion to attempt to address childcare issues for employees (members of Local 254) that may arise during the term of this Collective Agreement. For clarity, the issue being raised is how individual employees' work schedules can be made to be flexible (where operationally practicable) in order to assist employees who require appropriate childcare services for their children.

In accordance of the foregoing, the parties have affixed their signatures this 12 day of April, 2024.

For the Union: U.A. Local 254

K. Kalcsics, Business Manager

For the Employer: C.L.R.A.M. Refrigeration Contractors Trade Division

D. Perron, Refrigeration Director

P. Wightman, Executive Director