

THIS COLLECTIVE AGREEMENT named for reference the **STANDARD TESTING AND BALANCING AGREEMENT** and dated the 19th day of May, 2006.

BY AND BETWEEN:

B. C. G. MANAGEMENT SERVICES INC.
157 – 48th Street,
DELTA, BC V4M 2M9

(Hereinafter referred to as “the Company” or “the Employer”)

PARTY OF THE FIRST PART

AND:

SHEET METAL WORKERS’ INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 280

(Hereinafter referred to as the “Union”)

PARTY OF THE SECOND PART

establishes by mutual consent the following terms and conditions:

ARTICLE 1 - OBJECT

- (a) The object of this Agreement is to promote fair and equal working conditions for all those engaged in the Testing and Balancing Field for the welfare of Employers and Employees alike; to facilitate the peaceful adjustment of all disputes and grievances and to prevent strikes, lock-outs, waste, expense, avoidable and unnecessary delays.

ARTICLE 2 - DEFINITIONS

- (a) "Union" means the Sheet Metal Workers' International Association, Local Union No. 280.
- (b) "Company" or "Employer" means any of the Testing and Balancing agencies signatory to this Agreement.
- (c) "Employee" means any person in any of the classifications listed in this Agreement.

ARTICLE 3 - UNION RECOGNITION

- (a) The Company recognizes the Union to be the sole bargaining agent for all Employees covered by this Agreement.
- (b) The Agreement shall cover all Employees of the Company employed as Testing and Balancing Commissioning Technicians and their Trainees and Balancer Helpers in both office and field. The Agreement, however, shall exclude General Office Staff.

ARTICLE 4 - STANDARDIZATION

- (a) This Agreement shall be considered as "Standard" for all Testing and Balancing Commissioning agencies.
- (b) The Union agrees not to enter into any substantially different Agreement with any other firms engaged in defined scope of work.
- (c) The Parties herewith will not tolerate interference, harassment and jurisdictional disagreements by other trade unions, and appropriate action shall be undertaken by the Parties to prevent and correct any such occurrence.
- (d) In the event that work covered by this Agreement is sublet by the Employer, such work shall be sublet only to other firms who are signatory to same Standard Testing and Balancing Agreement.

ARTICLE 5 - SCOPE OF WORK

- (a) Testing and Balancing Technicians shall be required to perform testing and balancing of all air handling equipment and duct work, including hydronic balancing, pneumatic and electric control adjustment, the taking of amperages and voltages on motors, compressors, pumps, starting and stopping of electric motors, changing, adjusting and installing fan sheaves, pulleys and belts, adjustment of water flow valves as pertains to hydronic balancing and field sound testing.
- (b) They shall record and report on all data found whilst testing and balancing, but shall not be required to install any systems in whole or in part. The cutting of such test holes, etc. as may be necessary for the proper testing, balancing and inspection of a system shall be within the scope of work.
- (c) Both Parties agree that the Standard Sheet Metal Working Agreement of Local Union No. 280 shall govern the fabrications and erection of all sheet metal and ventilation work involved in the construction industry.
- (d) All instruments and tools required in the outlined scope of work shall be supplied by the Employer.
- (e) Commissioning refer to Addendum "A".

ARTICLE 6 - RESERVATIONS

- (a) The management of the Firm's operation and the direction of its Employees is vested exclusively in the Management, and the Union shall in no way interfere with their rights, provided, however, that these rights shall not conflict with this Agreement or be used for the purpose of discrimination against Employees.
- (b) Employees shall not be required to cross legal picket lines established by trade unions affiliated with the Building Trades Council.

ARTICLE 7 - HIRING AND UNION SECURITY

- (a) The Parties mutually agree that as a condition of employment by the Company, all present and future Employees coming under the terms and provisions of this Agreement shall become Members of and/or maintain membership in the Sheet Metal Workers' International Association and Local Union No. 280.
- (b) The Company agrees to notify the Union office when additional Employees are required; it is understood, however, that in the event that the Union is unable to supply the requirements of the Company for additional Employees after reasonable notice (forty-eight (48) hours), these

ARTICLE 7 - HIRING AND UNION SECURITY (Continued)

additional Employees may be secured from other sources, provided that they are given clearance by the Union and comply with Section “a” above, within fifteen (15) days of hire.

ARTICLE 8 - CLASSIFICATION

- (a) The Employer agrees that none but Journeymen and Trainee Testing and Balancing Technicians and Balancer Helpers shall be employed on all work described in Article 5. The Union shall supply Balancing Technicians only to those firms agreeing to this Standard Testing and Balancing Agreement, inclusive of Addendum “A”.
- (b)
1. Trainee Technicians shall serve a four (4) year training period during which time the Employer agrees to provide such Trainee with instruction in all phases of the scope of work. As part of this instruction, the Employer shall furnish such required training manuals and instructions as necessary for complete instruction in the theory as well as the field application of testing and balancing work.
 2. Recruited Trainees who have completed B.C.I.T. courses in Mechanical Systems or equivalent, and having three (3) or more years’ experience in the ventilation branch of the sheet metal trade, shall start on the salary schedule of the third year Trainee.
 3. The end product of such instruction shall be Technicians qualified to operate in accordance with the minimum standards established by the Sheet Metal and Air Conditioning Contractors National Association and/or the Associated Air Balance Council and/or other comparable standards.
 4. The Employer shall be allowed one (1) Trainee for each Journeyman Technician regularly employed. Due consideration shall be given to those Employees of long-standing service in the event of lay-off.
 5. Trainees shall not be permitted to work on any system unless accompanied at all times by a Journeyman Technician or Management Personnel with engineering qualifications.
- (c)
1. Journeymen Technicians shall be those qualified for scope of work and with the necessary experience as outlined above.
 2. Qualifying the above, it is agreed that all work done independently on the jobsite and not done in conformity with Section b (5) (e.g. because of shortage of skilled personnel) shall be paid for at the rate of the Journeyman Technician.

ARTICLE 8 - CLASSIFICATION (Continued)

- (d) Senior Technicians shall be those Journeymen Technicians that are thoroughly familiar with all phases of the scope of work and are, because of their skill and experience, deserving of such status. The appointment of Senior Technicians shall be by decision of the Company alone.
- (e) Balancer Helper:
The Balancer Helper classification shall not exceed six (6) months or 966 hours, at such time the Balancer Helper shall be reclassified as a Trainee Technician.
The Balancer Helper shall be permitted to perform the following duties:
1. Pick-up, return & deliver: Instruments, tools, equipment, ladders, pulleys & belts, plans, specs, reports etc.
 2. Sticker dampers, valves & equipment to indicate test completed.
 3. Check for adequate access to fire dampers and “drop” test.
 4. Prepare written schedule of fire dampers to be tested (size, quantity, location).
 5. Adjust damper above ceiling or in crawlspace while Technician measures outlet volumes.
 6. Remove and replace ceiling tiles in preparation for above ceiling work.
 7. Record equipment nameplate information on test sheets.
 8. Minor drafting work such as tidy up test sheet information, preparing single line drawing sketches, revising or tidying up sketches for reports.
 9. Sort out pulleys, belts and other equipment in shop.
 10. Sweep out shop and other housekeeping chores.
 11. Keep equipment in good condition; repair ladders, tool boxes, clean tools, check and repair extension cords & air lines etc.
 12. Drill test holes and install test plugs.
 13. Monitor & record data off computer screen while Technician sets VAV boxes.
 14. Vane outlets after balancing.
 15. Open all duct dampers or isolation valves in preparation for balancing when trades fail to do so.

ARTICLE 9 - WORKING PARTNERS

- (a) No contractor or member of a contracting firm shall work in the Testing and Balancing field until at least one (1) Employee who is a member of the Sheet Metal Workers' Union is employed.
- (b) When a signatory firm has one (1) or more working partners, that firm shall remit each month to the Sheet Metal Workers' In Trust Fund complete monthly payments of all funds for all working partners who are not covered under the Associate Member section of the Health, Welfare and Pension Funds.
- (c) All working partners and members of Local 280 must remit full working dues, as per Article 17, to Local Union 280 as per the Unified Remittance Forms supplied by Local 280.

ARTICLE 10 - HOURS OF LABOUR, OVERTIME

- (a) Employees shall, as nearly as possible and under normal circumstances, work the standard work day (seven and one-half (7 1/2) hours) and the standard work week (thirty-seven and one-half (37 1/2) hours) of the construction industry.
- (b) Overtime shall be considered as all work performed in excess of the standard work month and shall be subject to prior approval by the parties signatory to this Agreement.
- (c) Overtime shall be paid monthly and at time and one-half time pro-rata rates as per the Standard Sheet Metal Agreement.
- (d) Recognizing this to be a "monthly salary" Agreement and for purposes of Fund payments and the calculation of pro-rata overtime rates, the month shall be considered as having one hundred and sixty-one (161) hours.
- (e) The Company may increase the hours of labour from thirty-seven and one-half (37 1/2) hours per week to forty (40) hours per week providing suitable notice is given.

ARTICLE 11 - HOLIDAYS AND VACATIONS

- (a) The Company agrees to provide Employees with the following Statutory Holidays without loss of pay: New Year's Day, Heritage Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day that may be declared a Holiday by the Municipal, Provincial (Territorial in Yukon) or Federal Governments. When a Statutory Holiday falls on an Employee's day off or day of rest, the following work day(s) will be observed. All work performed on Statutory Holidays or days observed in place of Statutory Holidays shall be paid for at double time rates.

ARTICLE 11 - HOLIDAYS AND VACATIONS (Continued)

- (b) With the exception of the Balancer Helper classification, all Employees shall be entitled to three (3) weeks' Annual Vacation with full pay each year. These vacations shall be arranged mutually between Employer and Employee and shall not be unduly fragmented.
- (c) With the exception of the Balancer Helper classification, in respect to Section "b" above, where partial periods are worked and no vacation is taken, the Employee, if terminated, shall receive Vacation Pay based on six percent (6%) of gross earnings of the preceding period.
- (d) Employees in the Balancer Helper classification shall be entitled to two (2) weeks' Annual Vacation with full pay each year. These vacations shall be arranged mutually between Employer and Employee and shall not be unduly fragmented. After a Balancer Helper has worked for three (3) years he shall be eligible for three (3) weeks Annual Vacation.
- (e) In respect to Section "d" above, where partial periods are worked and no vacation is taken, the Balancer Helper, if terminated, shall receive Vacation Pay based on four percent (4%) of gross earnings of the preceding period. After three (3) years of employment, the Balancer Helper shall receive Vacation Pay based on six percent (6%) of gross earnings of the preceding period.

ARTICLE 12 – HEALTH BENEFIT FUND

The Employer shall pay to the Trustees of the Sheet Metal Workers' Health Benefit Fund, the sum of (\$2.18 x 161 hours) for each Employee covered by this Agreement. These payments are tied to the Standard Sheet Metal Agreement. These monies shall be remitted to the Trustees by the fifteenth (15th) day of the month following that which the contributions cover, in the manner provided by the Unified Remittance Form.

The Health Benefit Fund will provide benefits to Employees and participating Employers who become eligible on a schedule to be determined by the Trustees.

The Employer will allow one-half (1/2) working day sick leave per month with pay. Sick pay may be accumulated from month to month up to a maximum of twelve (12) actual working days. Should an Employee be absent for a period longer than five (5) working days and should he be eligible to collect from the Health Benefit Plan, he shall not collect more than five (5) days' sick pay until he returns to work. If requested by the Employer, a doctor's certificate must be supplied by the Employee.

ARTICLE 13 - SHEET METAL INDUSTRY FUND

- (a) Effective June 1, 2006 the Employer shall pay to the Sheet Metal Industry Fund the sum of forty eight dollars and thirty cents (\$48.30) per month, per member working (161 hours x \$0.30=\$48.30) this is a variant of Industry Fund Clause of the SMACNA-BC Sheet Metal Working Agreement for each Employee covered by the terms of this Agreement.
- (b) These monies shall be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided the Unified Remittance Form.
- (c) This Fund, in its entirety, is put under the control of the Sheet Metal and Air Conditioning Contractors National Association, B.C. Chapter (SMACNA-BC).

ARTICLE 14 - DEDUCTION OF UNION DUES

- (a) The Employer agrees to deduct dues from any earnings accrued in each month, from each and every Employee covered by this Agreement, the sum as may in the future be fixed by the Union in conformity with its Constitution and By-Laws.
- (b) The total amount deducted, with an itemized statement of same, shall be forwarded to the Union by the fifteenth (15th) day of the following month in the manner provided by the Unified Remittance Form.
- (c) Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Union shall inform the Employer, in writing, sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

ARTICLE 15 - FUNDS

- (a) Both Parties signatory to this Agreement agree that payments into any Funds covered by this Agreement must commence at the time of hiring of any person covered by the scope of this Agreement, regardless of whether or not such person is in a probationary period.
- (b) In the event that the Employer's Remittance is late arriving at the Health Benefit In Trust Desk (post-marked by the 15th day of the month), a twenty-five dollar (\$25.00) assessment (fine) shall be levied and paid by the delinquent Employer.
- (c) In the event that the Employer should be in default in any payment to be made to the Union or Fund Trustees pursuant to the terms of this Agreement and including, without restriction, Welfare Funds, Industry Promotion Funds, Remittance of Dues Check-Off, the Employer agrees to bear all costs of collecting such monies, including legal fees and further agrees that all accounts in this regard shall bear a two percent (2%) per month penalty until they are paid.

ARTICLE 15 - FUNDS (Continued)

- (d) Prior to any action taken by the Union to collect Funds from the Company in default, said Company must be notified by the Administrator. Should the Company remain in default, the Union shall take such action as it deems necessary, and the conditions of Section "C" of this Article shall apply.
- (e) Subject to the foregoing provision, the Union shall withdraw existing Employees and shall refuse to refer prospective Employees to such defaulting Employer, and such action shall not be deemed to be a violation of the terms of this Agreement.
- (f) In the event any person subject to this Agreement has a claim for benefits under the Welfare Plan refused as a result of an Employer's default in payments, such Employer shall be liable for an amount equal to said claim, plus such costs as the Trustees of this Plan may determine.
- (g) Should the Trustees of any Fund covered by this Agreement wish to check payments by an Employer, such Employer must open his books to a Chartered Accountant appointed by the Trustees.
- (h) An Employer will be considered in default if payment to any Fund covered by this Agreement are not paid by the twenty-fifth (25th) day of the following month that contributions cover.
- (i) An Employer in default of payments to any Fund covered by this Agreement will not be acceptable for renewal of the Standard Testing and Balancing Agreement until all default payments have been brought up-to-date. Under certain conditions, the Union may request a maximum Cash Bond of not higher than an equivalent of three (3) months' average Remittances. New Companies shall pay an estimated amount that is required by the Union to be deposited with Local Union No. 280 for a maximum period of not more than two (2) years. It is agreed that any interest generated by such Cash Bond will be returned to the Employer.

ARTICLE 16 - WORK OUTSIDE JURISDICTION

- (a) When work is performed outside the geographical jurisdiction of this Agreement, the work shall bear the rates and conditions of either this Agreement or the rates and conditions of the Testing and Balancing Technicians of the area, whichever be the higher.
- (b) The "rates" as stated above shall be the total of wage and Fund contributions taken as a total money package.

ARTICLE 17 - B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

- (a) Both Parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary Rule(s), Agreements(s), and/or Memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial Statute, it is agreed that the prime Parties to the said Agreements will renegotiate such provision or provisions, and all other provisions shall not be affected thereby.
- (b) The Employer shall, upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the Standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- (c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The Parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided for in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The Parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited.
- (f) Jurisdictional Assignment Plan Fund:
 - 1. One cent (\$0.01) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the Standard Remittance Form provided for in this Collective Agreement (hours worked or hours earned as the case may be).
 - 2. These monies will be remitted to the Trustees by the fifteenth (15th) of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other Funds.

ARTICLE 18 - TRAVEL AND ACCOMMODATION EXPENSES

- (a) There will be a free zone of eighty (80) road kilometers from the Employer's place of business where no travel expense shall be paid.
- (b) The Employer agrees to pay each Employee who uses his car on the firm's business a Monthly Travel Allowance of two hundred dollars (\$200.00) per month. All travel outside this area shall be reimbursed at the rate of twenty-five cents (\$0.25) per kilometer.
- (c)
1. All Employees required on out-of-town jobs shall receive transportation expenses to and from the job, first-class room and board where necessary while travelling and first-class room and board while on the job.
 2. The Employee shall provide the Employer with receipts for all room and meal expenditures incurred while travelling to and from and while engaged on out-of-town jobs.
 3. On out-of-town jobs where Camps are provided, Employees shall be accommodated therein and shall not be entitled to the room and board provisions of this Section, provided such Camps are in conformity with the B.C. and Yukon Building and Construction Trades Council Camp Standards.

ARTICLE 19 - MINIMUM SALARIES

- (a) The minimum monthly salary range for Testing and Balancing Technicians and Trainees and Balancer Helpers shall be as follows.
- (b) The following wage rates will remain through the life of this Agreement (May 19, 2006 - July 31, 2009).

<u>CLASSIFICATION</u>	<u>June 1/06</u>	<u>June 1/07</u>	<u>June 1/08</u>
Journeyman Technician	\$4,783.31	\$4896.01	\$5,028.03
Senior Technician	5,105.31	5,218.01	5,350.03
<u>Trainee Technicians:</u>			
1st year, 1st 6 months (50%)	2,391.66	2,448.01	2,514.02
1st year, 2nd 6 months (55%)	2,630.82	2,692.81	2,765.41
2nd year, 1st 6 months (65%)	3,109.15	3,182.41	3,268.22
2nd year, 2nd 6 months (70%)	3,348.32	3,427.21	3,519.62
3rd year, 1st 6 months (75%)	3,587.48	3,672.01	3,771.02
3rd year, 2nd 6 months (80%)	3,826.65	3,916.81	4,022.42

ARTICLE 19 - MINIMUM SALARIES – (Continued)

4th year, 1st 6 months (90%)	4,304.98	4,406.41	4525.23
4th year, 2nd 6 months (95%)	4,544.14	4,651.20	4,776.63

Balancer Helper:

Probationary period (45%)	2,152.48	2,203.20	2,262.61
Post-Probationary (50%)	2,391.66	2,448.01	2,514.02

Probationary period
three (3) months

- (c) The aforementioned salaries are to be considered as minimum, and no restriction shall be placed upon the payment of higher salaries where merit or experience justify same. It is agreed that no Employee shall suffer a salary or wage reduction as a result of this Agreement becoming effective.

Members working in the classification of Testing and Balancing Technician shall have the option of being paid as per new salary stated as above, or on a contract basis not to be less than fifty (50%) percent of the contract value, “excluding out of town expenses, taxes and other terms and conditions specific to a Commissioning Agent as described in Addendum A.”

- (d) For purposes of calculation of time intervals, experience with the Company or proven experience with another firm in this field shall be the determining factor.

ARTICLE 20 – COUNCIL FUNDS

EFFECTIVE June 1, 2006 the employer shall remit to the Local 280 Council Fund for all hours worked as outlined in the agreement, the amount required to provide and ensure TABB Certification Services as prescribed in the SMWIA Constitution and Ritual.

* Note: amount at time of negotiations was \$0.17 per hour, (ITI \$0.12; NEMIC \$0.03; SMOHIT \$0.02), this amount is to be confirmed.

ARTICLE 21 - GRIEVANCE PROCEDURE

- (a)
 1. “Grievance” shall mean any difference or controversy by the persons or Parties bound by this Agreement concerning its terms, interpretation, application, operation or alleged violation. It shall further mean differences concerning alleged unjust discharge or violation of existing social or labour legislation.
 2. Attempts shall be made in the first instance to settle all grievances by informal discussion between the Parties hereto. Except in the case of wage claims or claims on

Fund payments, all grievances shall first be presented within thirty (30) days or judged to be abandoned.

3. Should informal discussion fail to achieve a solution, either party may invoke a sitting of a Joint Adjustment Board. The Joint Adjustment Board shall meet within three (3) days and attempt to resolve the dispute. Should it be considered to be in the interest of all concerned, the disputing Parties may mutually agree, in writing, prior to the deliberations of the Joint Board, that a majority decision of the Board shall be final and binding. Failure to reach resolution by the above method(s) within ten (10) days of invocation of the Board shall permit either party to refer the matter to an Arbitration Board.

- (b) 1. When requesting arbitration of the other Party to a dispute, the requesting Party shall, at the same time and in the same communication, state who its nominee on the Arbitration Board shall be.

ARTICLE 21 - GRIEVANCE PROCEDURE – (Continued)

2. Upon receipt of the above communication, the other Party shall, within five (5) days, inform the initiating Party of its nominee to the Arbitration Board.
3. The Industrial Relations Council shall be asked to appoint a nominee if the conditions of Sub-section 2. above are not met within the required time.
4. The two (2) nominees or appointees shall, within five (5) days, endeavour to agree upon a Chairman; if they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a Chairman.
5. The Arbitration Board shall meet and render their decision within ten (10) days of the Chairman's appointment, unless an extension of time is mutually agreed upon.
6. The question of whether a particular dispute is arbitrable is itself a matter for the Arbitration Board.
7. Each Party shall stand the cost and expense of its own nominee to an Arbitration Board and one-half (1/2) the cost and expense of the Chairman.
8. The decision of the Arbitration Board shall be final and binding on all Parties.

ARTICLE 22 - SAVING ARTICLE

- (a) 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, Province of British Columbia or the Yukon Territory. Should it later be proven that it would be a violation of any legally effective Dominion, Provincial or Territorial order or statute to comply with any provision or provisions of this Agreement, both Parties agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 23 - MATTERS OF LAW

The operation of Section 50 (2 & 3) of the Labour Relations Act is hereby excluded.

ARTICLE 24 - DURATION OF AGREEMENT

- (a) All provisions of this Agreement shall be from the date of ratification to July 31, 2009.
- (b) It shall continue in force and effect from year to year thereafter, unless either party shall desire a change and shall file notice in writing of changes desired at any time during a four (4) month period prior to July 31st in any year, and the established salary scales and conditions specified herein shall continue in force and effect pending the negotiation and settlement of any proposed changes suggested by either Party.
- (c) This Agreement may be amended at any time during its life, provided there is mutual consent by both Parties.

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

Signed this day of , 2006.

SIGNED ON BEHALF OF:

B. C. G. MANAGEMENT SERVICES INC.

SIGNED ON BEHALF OF:

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280**

Business Manager

President

JP/ab COPE15

File: B. C. G. Management Services Inc.-Standard Testing & Balancing 2004-2006

ADDENDUM "A"

Total Building Commissioning

Addendum "A" recognizes that the building Commissioning process falls into five phases: the program phase, the design phase, the construction phase, the acceptance phase and the post acceptance phase.

The fundamental objectives of the commissioning process are:

- (a) to create a procedure to verify and provide documentation that the performance of the facility and its systems meet the owner's requirements
- (b) to enhance communication by documenting data and decisions throughout all phases of the project and
- (c) to validate and report that building system performance meets the design intent.

All work covered under Addendum A shall be remitted as per the Testing and Balancing Agreement.

Payment for the Commissioning Agent will be on a Contract Basis and is not to be less than fifty percent (50%) of the Contract value, not inclusive of Out of Town Travel Expenses. Out of Town Travel shall be as described in the Standard Sheet Metal Agreement.

Signed this 1st day of September, 2004.

SIGNED ON BEHALF OF:

B. C. G. MANAGEMENT SERVICES INC.

SIGNED ON BEHALF OF:

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280**

"William Ross Savage"

"Jim Paquette"

"Shawn Boivin"