

SETTLEMENT AGREEMENT

Between

**United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada
Local Union No. 170**

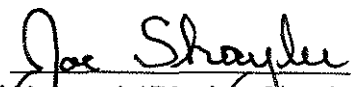
And

**Canadian Automatic Sprinkler Association and its members in British Columbia
(hereinafter referred to as "CASA" in its capacity as an Employer's Association
and on behalf of its member companies in British Columbia)**

1. This Settlement Agreement contains the terms of settlement of the renewal Collective Agreement for British Columbia, between the UA Local 170 and CASA and its member Contractors doing business in British Columbia for the term of May 1, 2013 to April 30, 2016.
2. The UA Local 170 and the B.C. CASA Contractors will sign off the attached Memorandum of Agreement and attached Protocol Agreement for the implementation of Article XXXI, Section 31.03 in B.C.
3. The UA Local 170 and its signatory B.C. CASA Contractors will sign off the attached Letters of Understanding regarding Hiring Procedures and Transportation and Living Expenses.
4. With regard to Article XXXI, Section 31.03 of the 2013-2016 CASA National Road Sprinkler Fitter Collective Agreement, the parties agree to resolve the dispute over its implementation in B.C. on the following terms:
 - (a) The UA Local 170 and the B.C. CASA Contractors will sign off the attached Protocol Agreement for the implementation of Article XXXI, Section 31.03 in B.C. to the extent of the expressly stated terms. All other rights under Article 31.03 are maintained by the B.C. CASA Contractors; and
 - (b) CASA will rescind its May 1, 2013 Memorandum to all CASA signatory Contractors in B.C. re Article XXXI, Section 31.03; and

- (c) All B.C. CASA Contractors will reimburse and make whole (without interest) all Local 170 members in their employ, on the first regular payroll following ratification by all parties, for all lost wages and benefits and any Collective Agreement remittances due from May 1, 2013 forward, so as to ensure compliance with the monetary rates and conditions under the 2013-2016 CASA Agreement for B.C.
5. The UA Local 170 will proceed with a ratification vote of its members employed by B.C. CASA Contractors as soon as practicable after:
- (a) This Settlement Agreement and the attached Memorandum of Agreement and Letters of Understanding are signed off.

DATED this 3 day of September, 2013 at LOCAL 170, in the Province of British Columbia.



UA Local 170, Joe Shayler
the Business Manager/Financial Secretary



CASA, John Galt, President on behalf of
B.C. CASA Contractors: Viking Fire
Protection Inc.; Troy Life & Fire Safety
Ltd.; SimplexGrinnell, and PML
Professional Mechanical Ltd.

LETTER OF UNDERSTANDING

Between

**United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada
Local Union No. 170**

And

**B.C. CASA Contractors; Viking Fire Protection Inc.;
Troy Life & Fire Safety Ltd.; SimplexGrinnell and
PML Professional Mechanical Ltd.**

Article V Hiring Procedures

WHEREAS the 2013-2016 CASA National Road Sprinkler Fitter Collective Agreement is incorporated in the renewal Collective Agreement between the parties for British Columbia, with a term of May 1, 2013 to April 30, 2016, as amended by the terms of the Memorandum of Agreement between the parties dated the ____ day of August, 2013;

AND WHEREAS the parties have agreed to amend Article V of the CASA National Road Sprinkler Fitter Collective Agreement, as it pertains to British Columbia and Local 170.

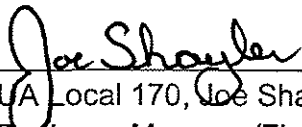
NOW THEREFORE the parties agree as follows:

1. This Letter of Understanding amends Article V of the CASA National Road Sprinkler Fitter Collective Agreement, Sections 5.01 and 5.02 and is incorporated in the Collective Agreement between the parties for British Columbia.
2. Section 5.01 – The Employer agrees to engage employees only through the Local 170 Dispatch Office and will not engage any person until a dispatch slip from the Local 170 Dispatch Office is presented or clearance is obtained from the Local 170 Dispatch Office. The Employer will hire members of Local 170 off the Dispatch (Out of Work List) according to the following formula:
 - (i) 50% name request;
 - (ii) 50% off the Out of Work List.
3. Section 5.02 – The Union will be allowed seventy-two (72) hours to supply the required number of employees. If the Union is unable to supply, the employer may secure them

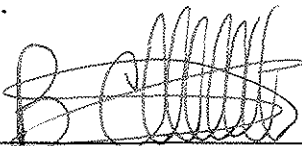
from other sources, provided however, that such workmen procured from other available sources shall be required by the Employer to join the Union within 15 days, if qualified and hired in accordance with Section 5.01 of the Collective Agreement. Employees must meet the educational qualifications of the respective Local Joint Training and Apprenticeship Committee. The seventy-two (72) hour provision will also apply to Article VII National Sprinkler Industry Joint Training and Apprenticeship Committee Item 7.10 of the Agreement.

- 4. This Letter of Understanding will be binding upon any existing or new Local 170 signatory Employer who becomes a member of CASA.
- 5. This Letter of Understanding will remain in full force and effect for the duration of the 2013-2016 Collective Agreement for B.C. between the parties and any renewal thereof, until it is either amended or terminated by the mutual agreement of the parties in collective bargaining.

SIGNED by the parties and effective May 1, 2013.



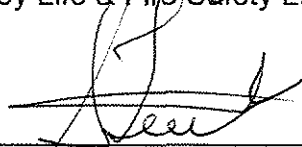
UA Local 170, Joe Shayler
Business Manager/Financial Secretary



Viking Fire Protection Inc.



Troy Life & Fire Safety Ltd.



SimplexGrinnell



PML Professional Mechanical Ltd.

PROTOCOL AGREEMENT

Between

**United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada
Local Union No. 170**

And

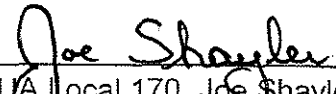
**B.C. CASA Contractors; Viking Fire Protection Inc.;
Troy Life & Fire Safety Ltd.; SimplexGrinnell and
PML Professional Mechanical Ltd.**

**Re: CASA National Road Sprinkler Fitter Collective Agreement –
Article XXXI, Section 31.03**

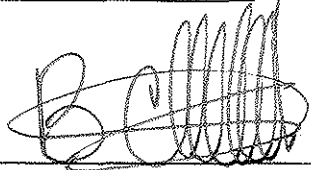
1. The UA Local 170 and the B.C. CASA Contractors agree that the rights of the B.C. CASA Contractors pursuant to Article XXXI, Section 31.03 of the 2013-2016 CASA National Road Sprinkler Fitter Agreement will be modified only to the extent expressly stated in this Protocol Agreement. All other rights under Article 31.03 are maintained by the B.C. CASA Contractors.
2. The UA Local 170 recognizes the need to establish a level playing field and consistent hourly monetary package for its signatory CASA contractors in order to ensure their competitive position for bidding work. Accordingly, any new non-CASA member contractors which are active in the sprinkler fitter sector in BC, will be signed to a Collective Agreement which incorporates the terms and conditions of the UA Local 170 and CASA Collective Agreement for BC.
3. In order to maintain a level playing field and consistent hourly monetary package for the sprinkler fitter sector in B.C., where a difference in the hourly monetary package exists between the CASA National Road Sprinkler Fitter Agreement and the Local 170 Standard ICI Agreement at any time, the parties agree that the following procedure will apply where a B.C. CASA Contractor invokes Article XXXI, Section 31.03 in order to compete for a job against an existing non-CASA Contractor who is signatory to the Local 170 Standard ICI Agreement:

- (a) The B.C. CASA Contractor will provide particulars of the job to Local 170 in writing, in the form of an application under the Local 170 Mechanical Industry Advancement Plan (M.I.A.P.); and
 - (b) Local 170 agrees to make M.I.A.P. subsidies available to the B.C. CASA Contractor, for the purpose of equalizing the hourly monetary package under the Local 170 Standard ICI Agreement, for the duration of the job.
4. Where a BC CASA Contractor wishes to invoke Article XXXI, Section 31.03 outside the terms of this Protocol Agreement, reasonable advance written notice will be given to the UA Local 170 so as to provide an opportunity to discuss the proposed action or change prior to implementation.
5. This Protocol Agreement will remain in full force and effect for the duration of the 2013-2016 Collective Agreement for B.C. between the parties and any renewal thereof, until it is either amended or terminated by the mutual agreement of the parties in collective bargaining.

DATED this _____ day of September, 2013 at _____, British Columbia.




UA Local 170, Joe Shayler
Business Manager/Financial Secretary



Viking Fire Protection Inc.



Troy Life & Fire Safety Ltd.



SimplexGrinnell



PML Professional Mechanical Ltd.

MEMORANDUM OF AGREEMENT

Between

**United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada
Local Union No. 170**

And

**Canadian Automatic Sprinkler Association and its members in British Columbia
(hereinafter referred to as "CASA" in its capacity as an Employer's Association
and on behalf of its member companies in British Columbia)**

1. This Memorandum of Agreement confirms the terms of the May 1, 2013 to April 30, 2016 renewal CASA Collective Agreement between the parties for British Columbia.
2. This Memorandum of Agreement is subject to ratification by the parties. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of the terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that the term of the renewal Collective Agreement for B.C. shall be from May 1, 2013 to April 30, 2016.
4. The parties herein agree that all terms and conditions of the CASA National Road Sprinkler Fitter Collective Agreement ("CASA/NRSF Collective Agreement"), with a term of May 1, 2013 to April 30, 2016 shall be incorporated into this renewal Collective Agreement for B.C., as amended by this Memorandum of Agreement and the B.C. Letters of Understanding described below.
5. Within British Columbia the Protocol Agreement between the UA Local 170 and the B.C. CASA Contractors for the implementation of Article XXXI Section 31.03 of the B.C. CASA/NRSF Agreement will be applied to the extent of the expressly stated terms. All other rights under Article 31.03 are maintained by the B.C. CASA Contractors.

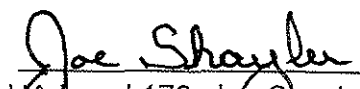
6. The terms of the following British Columbia Letters of Understanding which were an Addendum to the 2010-2013 CASA/NRSF Collective Agreement will be incorporated into the 2013-2016 renewal CASA/NRSF Collective Agreement, under the corresponding Article, with language to ensure that any changes to the subject Articles in future collective bargaining, which affect British Columbia, will be made only by the agreement of the UA Local 170 and its signatory CASA Employers in B.C.:
 - a. Letter of Understanding – Article IX – Overtime and Shift Work;
 - b. Letter of Understanding – Article XII – Free Zone Limits

7. The parties herein agree that the following attached Letters of Understanding, which are separate and apart from the CASA/NRSF Collective Agreement and which take precedence over and supersede any conflicting provision contained therein, are incorporated into this Renewal Agreement for B.C.
 - a. Letter of Understanding – Article V – Hiring Procedures;
 - b. Letter of Understanding – Article XIV – Transportation and Living Expenses.

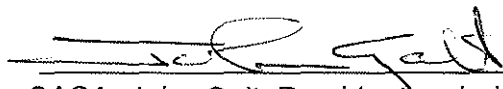
8. This Memorandum of Agreement will be binding upon any existing or new Local 170 signatory Employer who becomes a member of CASA.

9. This Memorandum of Agreement will remain in full force and effect for the duration of the 2013-2016 CASA Collective Agreement for B.C. and any renewal Agreement thereof, and during any period of negotiations for a renewal Agreement, until it is either amended or terminated by the mutual agreement of the Parties in collective bargaining.

DATED this 3 day of September, 2013 at LOCAL 170, British Columbia.



UA Local 170, Joe Shayler
the Business Manager/Financial Secretary



CASA, John Galt, President on behalf of
B.C. CASA Contractors: Viking Fire
Protection Inc.; Troy Life & Fire Safety
Ltd.; SimplexGrinnell, and PML
Professional Mechanical Ltd.

LETTER OF UNDERSTANDING

Between

**United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada
Local Union No. 170**

And

**B.C. CASA Contractors; Viking Fire Protection Inc.;
Troy Life & Fire Safety Ltd.; SimplexGrinnell and
PML Professional Mechanical Ltd.**

Article XIV Transportation and Living Expenses

WHEREAS the 2013-2016 CASA National Road Sprinkler Fitter Collective Agreement is incorporated in the renewal Collective Agreement between the parties for British Columbia, with a term of May 1, 2013 to April 30, 2016, as amended by the terms of the Memorandum of Agreement between the parties dated the ____ day of August, 2013;

AND WHEREAS the parties have agreed to amend Article XIV of the CASA National Road Sprinkler Fitter Collective Agreement, as it pertains to British Columbia and Local 170.

NOW THEREFORE the parties agree as follows:

1. This Letter of Understanding amends Article XIV of the 2013-2016 CASA National Road Sprinkler Fitter Collective Agreement and is incorporated in the Collective Agreement between the parties for British Columbia.
2. Where there is no camp accommodation the employee may elect to receive compensation from the Employer in accordance with one of the following two options, that shall be provided on a seven (7) day a week basis:
 - (a) Effective May 1, 2013, the Living Out Allowance to be based on one hundred twenty-five dollars per day (\$125.00) seven (7) days per week. In areas where room and board cannot be obtained for this amount, then the

Employer will compensate employees for expenses after receipts have been submitted.

- (b) First-class room plus sixty-two dollars and fifty cents (\$62.50) per day meal allowance effective May 1, 2013.
 - (c) Any increases to the Living Out Allowance and Meal Allowance rates above, which is implemented in the UA Local 170 Standard ICI Agreement for B.C. subsequent to May 1, 2013, will also be implemented pursuant to this Letter of Understanding.
3. On out of town jobs, members that are area residents who live between one and forty kilometers from the jobsite will not be compensated with Living Out Allowance or travel.
 4. On out of town jobs, members that are area residents who live between forty and eighty kilometers from the jobsite will receive a flat rate of thirty-four dollars per day (\$34.00) and be classified as locals. To qualify as an area resident a member must have lived in the area a minimum of six (6) months before the start of the job.
 5. Turnaround – On declared out of town projects, the employee shall qualify for initial first class fare, and expenses and travel time upon completion of fifteen (15) days on the project and shall qualify for terminal first class fare, expenses upon completion of thirty calendar days on the project. For each thirty (30) calendar days on such project, the employee shall receive an allowance for turnaround or periodic leave to be based on first class airfare and expenses in and out or an equivalent payment back to the point of hire.

Qualification requires five (5) days of work following leave or payment; in this case the employee shall be allowed up to five (5) working days off without termination. It is agreed that at no time will more than twenty percent (20%) of the employees be on such leave. It is further agreed that due to sickness of the employees or injury or leaving the job for authentic compassionate grounds, the fifteen (15) and thirty (30) days would not apply.
 6. For Vancouver Island jobs, it is agreed that members of the Union will receive out of pocket expenses for the following transportation costs: bus fare, gas, and ferry costs, and will be reimbursed for said expenses upon presenting receipts.

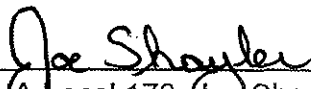
7. It is agreed that the following areas are exempt from the Article 14.06 300 km rule, and will be treated as out of town jobs for purposes of living out allowance and transportation expenses:
 - (a) Sunshine Coast/Powell River;
 - (b) Squamish;
 - (c) Whistler.

8. It is agreed that the terms of this Letter of Understanding will be applied to match any future changes made to the terms contained in the Local 170 Standard ICI Agreement (or applicable agreement) governing transportation and living expenses for employees represented by Local 170.

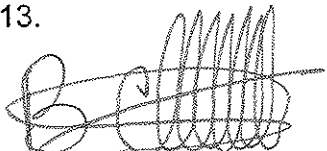
9. This Letter of Understanding will be binding upon any existing or new Local 170 signatory Employer who becomes a member of CASA.

10. This Letter of Understanding will remain in full force and effect for the duration of the 2013-2016 Collective Agreement for B.C. between the parties and any renewal thereof, until it is either amended or terminated by the mutual agreement of the parties in collective bargaining.

SIGNED by the parties and effective May 1, 2013.




UA Local 170, Joe Shayler
Business Manager/Financial Secretary



Viking Fire Protection Inc.



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PML Professional Mechanical Ltd.