

**STANDARD SHEET METAL
WORKING AGREEMENT**

**SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL No. 276**

MAY, 1997 - APRIL 30, 1999



**STANDARD SHEET METAL
WORKING AGREEMENT**

THIS COLLECTIVE TRADE AGREEMENT DATED FOR REFERENCE THE 1ST DAY OF MAY 1997, AND NAMED FOR REFERENCE, THE STANDARD SHEET METAL AND ROOFING WORKING AGREEMENT.

BY AND BETWEEN.

**VANCOUVER ISLAND SHEET METAL
CONTRACTORS ASSOCIATION**

on its own behalf and on behalf of its members set forth in the schedule attached; those members added from time to time by mutual agreement of the Union and the V.I.S.M.C.A.; those individual undersigned Employers; all operating in and from the Territory defined in Clause 3 herein.

AND:

**THE SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION, LOCAL NO. 276**

Who establishes by mutual consent the following terms and conditions:

CLAUSE 1 - OBJECT

1.01 The object of this Agreement is to stabilise the industry, elevate the Trade and to promote peace and harmony between Employers and Employees, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense, avoidable and unnecessary delays in the Sheet Metal Working industry.

CLAUSE 2 - SOME DEFINITIONS

2.01 Union - The Sheet Metal Workers International Association, Local No. 276.

2.02 Employee - Any of the Classifications defined herein.

2.03 Employer - Any of the Sheet Metal Working or **Roofing** Contractors, Firms or Companies directly or indirectly signatory to this Agreement.

2.04 V.I.S.M.C.A. - The Vancouver Island Sheet Metal Contractors Association.

2.05 Employers Shop - That place in which the normal daily business of operating the Company is carried out.

2.06 Wage Rate - Wherever the terms, "Wage Rate", "appropriate wage rate" or "straight time rate of pay" appear in this Agreement relating to Travel Time, it is agreed and understood that the term represents the total hourly wage plus all applicable fund payments.

CLAUSE 3 - GEOGRAPHICAL JURISDICTION

3.01 This Agreement shall effect and control all work performed by the Employees defined herein, coming under the Trade Jurisdiction of the Sheet Metal Workers International Association within the territorial jurisdiction granted to Local Union No. 276 defined as Vancouver Island and the Gulf Islands.

CLAUSE 4 - TRADE JURISDICTION

4.01 This Agreement covers the rates of pay, rules and working conditions of all Employees of the Employer engaged in but not limited to:

(a) The manufacture, lay-out, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustments, alterations, repair and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof;

(b) all pollution control systems, dust collecting and control

systems, blowpipe systems, air-slide, grain spouting, material blowing and other air systems;

(c) all heating, ventilating and air-conditioning systems and all other forms of air handling systems regardless of material used, including the supplying, setting of all equipment and all reinforcements and hangers in connection therewith;

(d) all lagging over insulation and all duct lining;

(e) testing and balancing of all air-handling equipment, including air hydronics, electrical and sound equipment and duct work;

(f) all metal working aspects of the showcase, display, neon and metal sign industry;

(g) all metal cabinets, custom built tables, counters, fixtures, etc., normally associated with hospital and kitchen work;

(h) all sheet metal cladding, sheeting and decking regardless of the type of structural frame involved;

(i) the placing and installation of standard metal production items such as metal shelving, metal lockers, window frames, toilet partitions, ceiling pans, etc.;

(j) the preparation of all on-site sketches used in fabrication and erection, including those taken from the original architectural and engineering drawings or sketches;

(k) all rigging, lifting and placing of sheet metal trade materials on the jobsite;

(l) all sheet metal gutters, flashings, copings, vents, etc., associated with the roofing industry;

(m) solar heating and cooling systems and all integral equipment included: and

(n) all other work included in the jurisdictional claims of the Sheet Metal Workers International Association.

CLAUSE 5 - SECURITY OF TRADE JURISDICTION

5.01 In order to protect and maintain the trade jurisdiction of the Local 276 members and to avoid jurisdictional controversies with other crafts, the Employer shall procure and embrace in his job, contract and specifications, all sheet metal work, ventilation and air-conditioning work including balancing and all apparatus and equipment required for a complete installation.

5.02 The Employer agrees that Employees covered by this Agreement will not be called upon to work on any job where materials and equipment under the jurisdiction of the Union are purchased or supplied by persons or firms other than the Employer.

5.03 Nothing in the above precludes various Employers signatory to this Standard Agreement taking various segments of the total job, nor is the intent to force a Contractor into a branch of the Trade that he does not generally engage in.

5.04 In the event that work performed on the site covered by this Agreement is sublet by the Employer, such work shall be sublet only to other contractors who are signatory to this same Standard Agreement of Local Union No. 276.

5.05 All the specified trade work which is to be installed within the area covered by this Agreement shall be fabricated within the area of this Agreement by Journeymen members of Local Union No. 276 at the rate and conditions of Local No. 276

CLAUSE 6 - UNION LABELS

6.01 On Union job sites the Union, while retaining ultimate control of the International's Labels, may supply to the Employer, Union Labels to identify fair products fabricated under the terms of this Agreement.

6.02 The Yellow Union Label will identify Trade material fabricated by Union Tradesmen. The Blue Label may identify Production Rate Material.

CLAUSE 7 - INTER-LOCAL RELATIONS

7.01 On all work specified in **Clause 4** of this Agreement, fabricated and/or assembled within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with the Sheet Metal Workers International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the Journeymen employed on such work.

7.02 The Employer agrees that Journeymen Sheet Metal Workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the Local Union covering the territory in which such work is performed or supervised, provided that such Journeymen are fully qualified and have the necessary Certificate of Proficiency to prove same. Should such men not be available, the Employer may provide his own employees on condition they are fully paid up members of the Local he has an Agreement with.

7.03 When the Employer has any work specified in Clause 4 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Local Union affiliated with the Sheet Metal Workers International Association, and qualified Sheet Metal Workers are available in such area, he may send no more than two (2) Sheet metal Workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employers home jurisdiction. All additional Sheet Metal Workers shall come from the area in which the work is to be performed.

Journeymen Sheet Metal Workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage

scale specified in Clause 9, but in no case less than the established wage scale of the Local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that Local Agreement. If Employees are sent into an area where there is no Local Agreement of the Sheet Metal Workers International Association covering the area, then the minimum conditions of the home Local Union shall apply.

7.04 In applying the provisions of Sections 7.01, 7.02 and 7.03 of this Clause, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

7.05 Welfare benefit contributions shall not be duplicated.

CLAUSE 8 - CLASSIFICATIONS

8.01 The Employer agrees that none but Journeymen and Apprentice Sheet Metal Workers shall be employed on any work described in Clause 4 except as provided in the following sections.

8.02 Material Men.

Shop Duties: In the shop, the Material Man's duties may include, uncrating and storage of materials and supplies; maintaining inventory of company stores and equipment; cleaning the shop; cleaning and maintenance of company equipment; loading and unloading trucks; forming of "S" and Drive cleats; and duct lining (duct insulation).

Outside Shop Duties: Off the shop premises, the Material Man's duties may include, the driving of company vehicles and equipment; loading and trade materials to specific locations on the jobsite; cleanup of the work area; area preparation; dismantling of old duct and equipment scheduled for disposal on renovations; and duct sealing.

Prohibited Areas: The Material Man is specifically prohibited from performing or assisting in any fabrication, assembly, or installation of any trade materials, or the performance of any tasks that can be described as currently falling within the trade jurisdiction of the Sheet Metal Journeyman.

Ratio: Each signatory company shall be eligible to qualify for a maximum number of three (3) Material Men in accordance with the following schedule:

S.M. Journeyman	S.M. Appr.	Material Man
1	1	0
2	1	1
3	2	1
4	2	1
5	2	1
6	3	2
7	3	2
8	3	2
9	4	2
10	4	2
11	4	2
12	5	3

The qualifying ratio for Material Men excludes all management, office staff and non-bargaining unit employees. No more than one (1) Material Man shall be employed on any individual job site.

The Material Man shall be paid the rate of 50% of the Sheet Metal Journeyman wage rate, plus 12% holiday pay. The Employer will not be required to remit trust fund payments on their behalf. Material Men employed as at April 1, 1995 shall not have either their wage or benefit scheduled amended as a result of this expanded classification.

Should a disagreement arise during the term of this agreement, regarding the duties and scope of work permissible, the dispute shall be immediately referred to the Joint Adjustment Board for review. The decision of the Joint Adjustment Board shall be

final and binding on the Parties. Should the Joint Adjustment Board be unable to reach a decision within a fourteen (14) day period from the date of notification, the Parties shall submit the dispute as a grievance pursuant to Clause 34.

8.03 Welders

(a) Welders "A" - Are Journeyman Welders who are in possession of either the "Registered B Welder" or "Registered A Welder" certifications as established by the British Columbia Ministry of Labour, Apprenticeship Branch. Welders "A" shall be paid a rate equal to that of the Journeyman Sheet Metal Worker.

(b) Welders "B" - Are Journeyman Welders who are in possession of the "Registered C Welder" certification as established by the British Columbia Ministry of Labour, Apprenticeship Branch. Welders "B" shall be paid at a rate equal to 85% of the Journeyman Sheet Metal Worker.

8.04 Foremen

(a) It is the intent of both parties to this Agreement that the term "Foreman" shall mean any Journeyman Employee of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.

(b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman, when five (5) to seven (7) workmen (inclusive of Foreman) are employed on any jobsite. The Employer shall designate a Journeyman Sheet Metal Worker as an "A" Foreman when over seven (7) workmen are employed on any jobsite. Jobsite Foremen shall not be reduced in rate until the job is completed or as long as he works on such job.

(c) In shops, the Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when up to seven (7) workmen, inclusive of Foreman, are employed in the shop. When over seven (7) are employed in the shop on a regular or semi-regular basis, the Employer shall designate a Journeyman Sheet Metal Worker as "A" Foreman. Shop Foreman rates shall not have cause to fluctuate up and down by temporary changes in the

workforce. All workmen working in the shop shall be under the supervision of the Shop Foreman.

(d) An "A" Foreman shall be permitted to supervise multiple crews to a limit of fifteen (15) workmen on any one (1) jobsite.

(e) Where Foremen are required, it is understood that all working instructions shall be given by or given through the designated Foreman.

CLAUSE 9 - WAGE SCHEDULE

Classification:	Effective: May 1, 1997
Journeyman Sheet Metal	\$25.33
Material Man	\$12.66
Welders "A"	\$25.33
Welders "B"	\$21.53
Sheet Metal "A" Foreman	\$29.13
Sheet Metal "B" Foreman	\$27.86

For Sheet Metal Apprentice wage rates, see Clause 32.07.

"A" Foremen, eight men or over, inclusive of Foreman shall be paid the appropriate Journeyman wage rate plus fifteen percent (15%).

"B" Foreman, five (5) to seven (7) men inclusive of Foreman shall be paid the appropriate Journeyman wage rate, plus ten percent (10%).

9.02 The Journeyman Sheet Metal Foreman rates include a four cent (\$0.04) per hour tool allowance. Only apprentice rates are calculated at the appropriate percentage of the Journeyman Sheet Metal rate inclusive of tool allowance.

9.03 The Employer and the Union shall agree upon the wage rate for the year commencing May 1, 1998 (Year Two). In the event that the Employer and the Union have not agreed upon the wage rate for Year Two on or before May 1, 1998, then either party may submit the determination of the appropriate wage rate

for Year Two to arbitration, and the decision of the arbitrator shall be final and binding.

* Note: For a complete wage rate and benefit breakdown, see Appendix "C".

**CLAUSE 10 - PAYMENT OF WAGES AND
TERMINATION**

10.01 Wages shall be paid to each Employee on the job during working hours or by mail at least every second Friday.

10.02 The Employer may withhold a reasonable amount of wages, not to exceed one (1) weeks wages in order that the payroll may be prepared.

10.03 In the event that any Employee covered by this Agreement ceases for any reason to be an Employee of the Employer, the Employee shall be paid all his wages, including holiday and vacation pay, in the following manner:

(a) If the job is in the same area where the firm is established, or where a payroll department is set up, then the Employee shall be paid not later than two (2) working days after he ceases to be an Employee and his record of employment shall be made available not later than three (3) working days after he ceases to be an Employee. Pay cheque and records of employment will only be mailed by mutual consent of the employee and Employer.

(b) If the job is not in the same area where the firm is established or where there is no payroll set up, then the Employee shall be paid, or the Employer shall, upon termination of employment, send all accrued wages and record of employment by bonded courier to an address designated by the Employee, not later than three (3) business days after he ceases to be an Employee.

10.04 Where an Employee is not paid as provided above,

such Employee shall be deemed to be **still** on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

(a) If the Employer can prove in writing, that it was beyond his Company's control, then the above Clause does not apply.

10.05 All Employees shall receive one (1) hours notice of layoff, or one (1) hours straight time pay in lieu thereof.

10.06 The Employer will provide a separate or detachable itemized statement with each pay showing the amount of the cheque, hours worked at straight time, at overtime and an itemized list of all deductions.

CLAUSE 11 - HIRING AND UNION SECURITY

11.01 The Union agrees to furnish upon request by the Employer, duly qualified Journeymen, Apprentices, Welders and Material Men in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

11.02 The Employer agrees to require all present and future Employees to acquire and maintain membership in the Union as a condition of hire and continued employment.

11.03 All Employees covered by this Agreement must be cleared by a referral slip from the office of Local Union No. 276 before being hired. A referral slip must contain the Employees name, Classification, Rate of pay, T.Q. Certificate No. and Social Insurance Number. Outside the Victoria area, this may be accomplished by telephone with follow-up clearance by mail.

This Clause is not to preclude a member from obtaining his own job, provided that a referral slip is obtained from the Union prior to commencing work.

11.04 In the event that the Union is unable to supply the Employer with qualified men within forty-eight (48) hours, the Employer shall have the right to employ any available qualified men, provided however, that all the provisions of Sections 11.02 and 11.03 are complied with.

11.05 It shall be the policy of the Employer, to endeavour to have every sixth (6th) Journeyman employed, be fifty (50) years of age or older, providing such men are available from the Union.

CLAUSE 12 - HOURS OF LABOUR

NOTE SEE ADDENDUM #001

12.01 Seven and one-half (7-1/2) hours shall constitute a regular work day, from 8:00 a.m. to 12:00 noon, and from 12:30 to 4:00 p.m., Monday to Friday, inclusive, on the basis of a regular work week consisting of thirty-seven and one-half (37-1/2) hours.

12.02 All full time or part time labour performed during the above defined hours whether in the shop or on the job shall be paid for at the regular hourly rate except as noted in Clause 14 - Shift Work.

12.03 Where common understanding has been obtained between an Employer and the Union the above Sections may be modified to provide for a "short work week", i.e. eight (8) hours a day to be worked between 8:00 a.m. and 4:30 p.m., Monday to Thursday inclusive, with regular hours Friday to be from 8:00 a.m. to 2:00 p.m., the regular work week still consisting of thirty-seven and one-half (37-1/2) hours.

12.04 Any variance of either the hours stipulated in the regular work day, or days stipulated in the regular work week shall only be by the mutual and prior consent of the Union and the Employer.

12.05 An Employee reporting for work on the call of an Employer shall be paid his regular rate of pay for the entire period spent at the place of work in response to the call. with a minimum in any one (1) day of:

(i) Two (2) hours pay at the Employees regular rate except where the Employees condition is such that he is not competent to perform his duties, or he has failed to comply with the Accident Prevention Regulations of the Workers' Compensation Board; and

(ii) Four (4) hours pay at the Employees regular rate if the Employee commences work, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

(iii) In the event an Employee receives an injury on the job that requires medical attention, he will be paid for the time lost that shift, up to a maximum of four (4) hours.

12.06 In the event it becomes necessary to withdraw existing Employees from an Employer in default of payments which are required to be made to the Union and/or Fund Trustees pursuant to the terms of this Agreement and the Employer has been delinquent for a period exceeding thirty (30) days, then the delinquent Employer shall be responsible for the loss of wages, holiday and vacation pay, pension, welfare and all other funds pursuant to the terms of this Agreement for the remainder of the regular shift being worked on the day of withdrawal.

CLAUSE 13 - OVERTIME

NOTE SEE ADDENDUM #001

13.01 All hours worked outside the regular work day and all hours worked on Saturdays, Sundays and Statutory Holidays shall be considered as Overtime. (except as noted in Clause 14 - Shiftwork)

13.02 All overtime shall be paid for at the minimum of two hundred percent (**200%**) of the appropriate wage rate, with the following exceptions:

(a) On Commercial and Residential projects, any hours worked outside those stipulated in the regular work day (Monday to Friday) shall be paid for at a minimum of one-hundred and fifty percent (**150%**) of the appropriate wage rate for the first two (2) hours worked and two hundred percent (**200%**) of the appropriate wage rate for all hours worked thereafter.

(b) Any work performed on Christmas Day shall be paid for at the minimum of three hundred percent (**300%**) above the appropriate wage rate.

13.03 Employees required to work overtime scheduled to exceed one (1) hour, shall be granted a paid ten (**10**) minute rest break at the end of their normal shift. Should the overtime be scheduled to exceed two (2) hours, the Employer shall supply a hot meal at the end of the second hour of overtime. The Employee shall be considered as working during the time spent consuming the meal, to a maximum of one-half (1/2) hour at their appropriate rate of pay. An additional rest break each two (2) hours and a meal break each four (**4**) hours thereafter shall be paid for by the Employer.

CLAUSE 14 - SHIFT WORK

14.01 Shift work shall be defined as an allowed and limited variance from ~~the~~ regular hours of labour and the overtime rates.

Shift work shall not be programmed unless it is obviously necessary ~~to~~ meet an emergency situation.

14.02 No shift schedule shall be established for less than three (**3**) consecutive days. In the event that the shift schedule does not last the three (**3**) consecutive days, the applicable overtime rates shall prevail.

Shifts shall consist of no more than seven and one-half (7 1/2)

hours worked per shift and shall be for not more than five (5) shifts per week and the established hours of the shift shall not be varied.

14.03 Men requested to report for shift work shall be notified a minimum of sixteen (16) hours in advance of reporting time.

No Employee (except the Foreman) shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.

One (1) meal period of one-half (1/2) hour shall be granted and taken at or near the centre portion of the shift and coffee and rest breaks shall be granted in line with the requirements of Clause 28 - Coffee or Rest Breaks.

14.04 Second Shift - This shift shall constitute seven (7) hours work between 4:00 p.m. and 12:00 p.m., Monday to Friday inclusive. All hours to be paid at 115% of the wage rate.

Third Shift - This shift shall constitute seven (7) hours work to be performed between the hours of 12:00 midnight and 8:00 a.m., from Monday midnight till 8:00 a.m. Saturday morning. All hours to be paid at 120% of the wage rate.

14.05 In occupied commercial buildings where the customers requirements are such as to make unworkable the meaning and intent of Section 14.02, Paragraph 1, the shifts will be permitted on a one (1) shift basis.

There shall always be eight (8) hours time-off allowed between shifts.

14.06 All work performed before or after an assigned shift shall be paid for at the appropriate overtime rate of pay.

CLAUSE 15 - HOLIDAYS AND VACATIONS

15.01

(a) The recognised "Statutory" Holidays that shall be observed are: New Years Day, Heritage Day (3rd Monday in February),

Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B.C. Day, B.C. Day, Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Governments. In the Yukon this shall mean the Territorial or Federal Governments

(b) If a Statutory Holiday(s) should fall on a Saturday or Sunday, the following work day(s) shall be observed.

No work shall be performed on Labour Day except to preserve life or property.

(d) The following variance of the three (3) named Statutory Holidays shall be permitted with prior notification to the Union. Heritage Day Where scheduling requirements preclude the Company from closing their entire operations on Heritage Day, the Employer shall be permitted to substitute the Friday immediately preceding the third (3rd) Monday in February.

Friday before B.C. Day Where scheduling requirements preclude a Company from closing their entire operations on the Friday before B.C. Day, the Employer shall be permitted to substitute the Tuesday immediately following B.C. Day.

Friday before Labour Day Where scheduling requirements preclude a Company from closing their entire operations on the Friday before Labour Day, the Employer shall be permitted to substitute the Tuesday immediately following Labour Day.

No other variance on any additional Statutory Holiday, nor any variance other than those listed above will be permitted pursuant to the terms of this Collective Agreement.

15.02

(a) Employees shall receive three (3) weeks annual vacation.

(b) While the annual vacation may be taken in more than one (1) period, it shall not be unduly fragmented.

15.03

(a) Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of *gross* earnings. This

shall represent six percent (**6%**) for annual vacation and six percent (6%) for Statutory Holidays.

(b) The foregoing Holiday and Vacation Pay shall be paid to the Employee on each and every pay cheque or as requested.

CLAUSE 16 - WELFARE FUND

16.01 One dollar and sixty-seven cents (\$1.67) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Vancouver Island Sheet Metal Workers Welfare Fund. This amount may be increased during the term of this Agreement provided:

(i) any increase shall be deducted from the existing wage package and shall under no circumstances result in payroll cost *to* the Employer;

(ii) that any such increase shall be approved by a majority vote of the membership of Local 276. The Employer will be notified in writing of the results of any such vote, and there shall be sixty (**60**) days notice for implementation of any change;

16.02 These monies will be remitted to the Island Sheet Metal Workers Welfare Fund by the fifteenth (15th) day of the month following that which contributions cover, accompanied by the Welfare Fund Remittance Form supplied by the Union.

16.03 The Welfare Fund may provide benefits to Employees and participating Employers who become eligible as Associate Members on a schedule to be determined by the Welfare Fund Trustees. The cost for the Associate Members Health & Welfare coverage shall be equal to that cost applied to the regular Participants of the Welfare Plan.

CLAUSE 17 - PENSION FUND

17.01 Two dollars and ten cents (\$2.10) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Island Sheet Metal Workers

and Roofers Pension Fund. This amount may be increased during the term of this Agreement provided:

(i) any increase shall be deducted from the existing wage package, and shall under no circumstance result in an increase in payroll **cost** to the Employer;

(ii) that any such increase shall be approved by a majority vote of the membership of Local 276. The Employer will be notified in writing of the results of any such **vote**, and there shall be sixty (60) days notice for implementation of any change.

17.02 These monies will be remitted to the Vancouver Island Sheet Metal Workers and Roofers Pension Fund by the fifteenth (15th) day of the month following that which contributions cover, on the same form as Welfare Fund submissions are forwarded.

CLAUSE 18 - APPRENTICESHIP AND TRAINING FUND

18.01 Twelve cents (\$0.12) per hour for each hour or part hour worked by Sheet Metal Journeymen and Apprentices, shall be paid by the Employer to the Trustees of the Local 276 Sheet Metal Workers Apprenticeship and Training Fund.

18.02 These monies will be remitted to the Trustees of the Local 276 Sheet Metal Workers Apprenticeship and Training Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

**CLAUSE 19 - VANCOUVER ISLAND SHEET METAL
CONTRACTORS ASSOCIATION FUND**

19.01 Eight cents (**\$0.08**) per hour worked by all Employees working within the scope of this Agreement shall be paid by the Employers signatory to this Agreement, to the Vancouver Island Sheet Metal Contractors Association. The minimum monthly contribution to this Fund shall be ten dollars (\$10.00) per month.

19.02 The purpose of this Fund shall be to promote the Unionized Sheet metal and Roofing Industries, by such activities as so authorized by the Board of Trustees of the Vancouver Island Sheet Metal Contractors Association.

19.03 These monies shall be remitted to the Trustees by the fifteenth (15th) day of each month following that month which contributions cover. The remittances shall be made in accordance with and through, the same method established in this Agreement for the transmission of other Funds.

**CLAUSE 20 - VANCOUVER ISLAND SHEET METAL
AND ROOFING INDUSTRY PROMOTIONAL &
BUILDING FUNDS**

20.01 Eighty cents (\$0.80) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Vancouver Island Sheet Metal Workers and Roofers Trade Promotional Fund.

20.02 Six cents (\$0.06) per hour for each and every hour or part hour of employment in any job classification, will be paid by the Employer to the Vancouver Island Sheet Metal Workers and Roofers Building Fund.

20.03 The monies stipulated in this Clause, shall be remitted to the Fund Trustees by the fifteenth (15th) day of each month following that which contributions cover. The remittances shall be made in accordance with and through the same method established in this Agreement for the transmission of other Funds.

**CLAUSE 21 - DEDUCTION OF BASIC AND
SUPPLEMENTARY DUES**

21.01 Basic Dues

(a) The Employer agrees to deduct dues from any earning accrued in each month, from each and every Employee covered by this Agreement, the sum as specified by the Local 276 Dues Schedule. The Union shall forward the monthly dues schedule to the Employer prior to the fifteenth (15th) day of November in each calendar year. This schedule will determine the dues deductions for the following year.

(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 for in 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, thirty (30) days in advance of such change. Such altered Dues schedule shall become part of this Agreement.

21.02 The Employer agrees to have all present and future Employees covered by this Agreement, as a condition of continued employment, consent in writing to the implementation of this Clause.

The Union shall deliver to the Employer, a Statutory Declaration as required by Section 16 of the Labour Relations Code of British Columbia.

CLAUSE 22 - FUNDS

22.01 Both parties signatory to this Agreement agree that payments into any Fund covered by this Agreement must commence at the time of hiring of any of the defined classifications, unless such person is in a probationary period.

22.02 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 the Agreement and including without restriction, Pension Funds, Welfare Funds, Apprenticeship & Training Funds, Industry Promotion Funds, Remittance of Dues Check-off, the Employer agrees to bear all costs of collecting such monies including legal fees.

22.03 In the event that the Union Trust Funds Administrator has not received an Employer's Unified Remittance by the fifteenth (15th) day of the month following that which contributions cover, the Administrator shall within forty-eight (48) hours, notify the Employer in writing of such lateness. Should the Union Trust Funds Administrator not receive the late monies in the Union office within forty-eight (48) hours after notification, (excluding weekends and Statutory Holidays) the Employer shall be assessed an immediate penalty equal to ten percent (10%) of that months remittance. The penalty shall be applied to the following months Unified Remittance.

22.04 An Employer shall be considered in default if payments to any Fund covered by this Agreement are not paid by the twenty-fifth (25th) day of the following month that contributions cover.

22.05 Prior to any action taken by the Union to collect funds from the Company in default, said Company must be notified by the Union. Should the Company remain in default, the Union shall take such action as it deems necessary and the conditions of Section .02 of this Clause shall apply.

22.06 Subject to the forgoing 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.

22.07 In the event any person subject to this Agreement has a claim for benefits under the Welfare Plan refused as a result of an Employers default in such payments, such Employer shall be

liable for an amount equal to said claim, plus such cost as the Trustees of this Plan may determine.

22.08 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.

22.09 An Employer in default of payments to any Fund covered by this Agreement may not be acceptable for renewal of the Standard Sheet Metal Agreement until **all** default payments have been brought up to date.

22.10 Under certain conditions, the Union may request a maximum Cash Bond to an equivalent of three (3) months average remittances **to** be deposited with Local **276 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. Companies who have not previously contributed shall post a Bond, value to be determined by the Union.

CLAUSE 23 - UNIFIED REMITTANCE OF FUNDS

23.01 All Funds and Check-Off payments shall be recorded and itemized on a Unified Remittance Form. This Form shall be supplied by the Union and shall make provisions for the listing **of** each Employees name, social insurance number, number of hours earned.

23.02 All Funds and Check-Off Remittances shall be consolidated into one (1) cheque payable **to** "Sheet Metal Workers Local **276 - in Trust**".

23.03 Both parties agree that remittances must be paid by the calendar month for all hours employed in any given month. However, in the event remittances are calculated by the pay **period**, then all hours must be carried through and paid for **to** the first pay period of the following month. Companies wishing to

remit by the pay period **must** notify the Union in writing of their intention.

23.04 It is understood that all Fund contributions are over and above wages called for and may be subject to taxation as levied by either Provincial or Federal Statutes. Dues checkoffs are deductions from wages.

23.05 Hours of employment as outlined in Fund Clauses include equivalent hours for holidays and vacations.

23.06 If the Employer has no Employees during a given month, he shall submit a "nil" report unless it is clearly understood by all parties that he has declared himself out of business.

CLAUSE 24 - OUT-OF-TOWN JOBS

24.01 The Union and Employer, shall by mutual consent, rule on whether or not a particular job shall be classed "out-of-town". If so, then this Clause shall apply; if not, other appropriate Clauses shall prevail. In the event a dispute should arise under this provision, then the matter may be referred to the Joint Adjustment Board for review. The decision of the Board shall be final. On out of town projects, a compressed work week of four (4) days per week may be established by mutual agreement between the Employer and the Union. In the event a fifth day is worked, all hours would be paid for at the rate of time and one-half. In the event a sixth day is worked, all hours would be paid for at the rate of double time. If a Statutory Holiday falls on either the fifth or sixth day, the following regular work day would be taken off in lieu thereof.

24.02 All Employees required on out-of-town jobs shall receive Travel Time Pay, First Class Transportation, Board and Lodging while travelling to and from the job. Where an Employee is required to drive a Company and/or his own vehicle to and/or from a jobsite, he shall be required to drive no more than eight (8) hours per day. All travel time shall be paid at

straight time rates

24.03 For travel on regular work days, when the time spent travelling from the point of embarkation to the project is less than seven and one-half (7-1/2) hours, a minimum of seven and one-half (7-1/2) hours travelling time will be paid as travelling time. provided that on arrival such member will work the remainder of the regular shift when requested to do so; and on failure to comply will be paid only the actual time spent travelling. All travel time will be at straight time rates.

24.04 Board and lodging on the job shall be supplied by the Employer on a first class basis seven days (7) a week. In construction camps, this shall mean conditions as provided for in the current Camp Rules of the B.C. & Yukon Building and Construction Trades Council. Where construction camps are not involved, the Employer shall make board and lodging arrangements at established "Class A" hotels of any area (as rated by the B.C. Hotels Association).

24.05 Any Employee who is living in accommodation provided by the Employer may, on weekend, vacate or check out of such accommodation and the Employer shall pay him a sum of twelve dollars (\$12.00) per day checkout where accommodation is provided in camps, and fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels/hotels. If meal tickets are provided to employees, the Employee who intends to check out or vacate for the weekend **must** turn in his meal tickets to the Employer's Representative not later than 4:00 p.m. of the day preceding the checkout.

The Employee must work the shift prior to the weekend or Statutory Holiday and the shift after the weekend or holiday **unless** mutually agreed between the Employee and the Employer's Representative.

Where an Employee is absent from work and he cannot furnish the Foreman on the job with satisfactory evidence of illness or

accident, he will forfeit room and board or subsistence allowance for the days he is absent.

24.06 If an Employee quits or is discharged (for just cause) when having been on the job less than seven (7) calendar days, the cost of transportation and travel time shall be deducted by the Employer.

If an Employee working on an "out-of-town" job is dismissed for cause, then notwithstanding anything contained in this Agreement, the Employer shall provide transportation for said Employee to the nearest form of public transportation.

If an Employee is terminated (other than discharged for just cause) the cost of return transportation, meals and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer.

24.07 On out-of-town projects, of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer's Representative. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless he actually returns to his place of departure. Living-out-allowances shall not be paid during leave periods (See Appendix "C" - Letter of Interpretation).

24.08 If an Employee quits or is terminated (other than discharge for just cause) when having been on the job a minimum of forty (40) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in

accordance with 24.02.

24.09 All travel time expenses (one way) shall be supplied or paid in advance, the Employee shall not be expected to supply on a "paid later" basis. Receipts shall be retained and submitted on request of the Employer.

24.10 The out-of-town conditions of this Clause relating to, Initial and Terminal Travel Time and Expense, Daily Board and Lodging, Checkout, and Turnaround, shall not apply to those Local Hire Employees, hired in accordance with the terms of this Agreement, who have been bona fide residents of the job area for at least three (3) months prior to hire. A Local Hire Employee to be defined to mean any person residing within eighty (80) kilometres by road to the project. A ten (10) mile radius from the nearest respective City or Municipal Hall within the Job Area, shall be considered as a free travel zone for Local Hire Employees. Employees shall travel at no expense to their Employer within that specific ten (10) mile radius. Local Hire Employees shall receive daily travel time pay for all time spent travelling between the ten (10) mile radius and the Employees domicile. Travel time shall be paid at the Employees straight time rate of pay. Employees using their own vehicles as a means of transportation to and from the job shall be reimbursed an operating expense of sixty cents (\$0.60) per mile.

(i) For the purpose of this Clause, travel time and mileage shall be calculated by determining the distance between the Employees domicile and the jobsite, minus ten (10) miles each way, daily. The Employees domicile shall be defined as the City or Municipality of residence as is registered on the Local Union Dispatch records at the time of dispatch.

(ii) The formula used to determine the actual amount of time spent travelling shall be:
mileage X 1.5 minutes per mile.

(iii) In no case shall the amount of daily travel monies paid, exceed that amount of daily Living Out Allowance paid to the Employees employed on the same project who reside outside the

stipulated eighty (80) kilometres by road to the project

24.11 On out-of-town jobs where the distance involved between the point of lodging and the job exceeds one (1) mile (1.6 km), the Employer shall supply transportation. Travel time in excess of fifteen (15) minutes shall be paid.

24.12 If an Employee suffers a job incurred injury on an out-of-town job and if the W.C.B. and/or the attending Doctor should declare him unfit for work, the Employer will either stand the cost of transportation back to the point of departure, or if the projected period of incapacity is a short one, the Employer will continue to supply the usual room and board.

CLAUSE 25 - TRANSPORTATION AND JOB COMMUTING

25.01 Any job within the area of a ten (10) mile (16.09 km) radius from the Employers shop or place of business shall be considered a zone free of travel time to the Employer. Employees shall report at the Employers shop or assigned job at 8:00 a.m.. Any additional travel to, from or between jobs during the working day shall be paid for by the Employers at the Employees regular straight time rate of pay.

25.02 Employees sent by their Employer to work on any job outside the ten (10) mile (16.09 km) radius from the Employers shop shall be provided with Company supplied transportation. These Employees shall be paid at their regular straight time rate of pay for all time spent travelling to and from the job beyond the said ten (10) mile (16.09 km) radius. In order to ensure that the full regular work day will be performed on the actual jobsite, travel time arrangements should be arranged with the Union or Shop Steward prior to the commencement of the job.

25.03 During the work day, or employed period, where an Employee is requested to use his own vehicle as a means of transportation to and from or between jobs, the Employee shall be reimbursed an operating expense of sixty cents (\$0.60) per mile.

25.04 It is understood that no Employee shall be requested ~~or~~ required to use his personal vehicle ~~as~~ a means of transportation for the Employers tools, materials or equipment.

25.05 Ownership and use of a vehicle shall not be a condition of employment.

CLAUSE 26 - STANDARDIZATION OF AGREEMENT

26.01 This Agreement shall be considered as Standard for the Sheet Metal/Roofing Working Industry in the area laid out in the Geographical Jurisdiction.

26.02 The Union shall not enter into any different Agreements with other Employers covering the Geographical and Trade Jurisdictions as defined herein except as may be approved by the Joint Adjustment Board.

26.03 The Union agrees to endeavour to have its regular members work only for such Employers who agree to comply with the provisions of this or similar Agreements.

26.04 This Clause ~~is~~ not to be construed as to prevent members of the Union being employed by Public Boards.

CLAUSE 27 - PREMIUM PAY

27.01 All work over forty (**40**) feet above ground level performed on swing staging or bosuns chairs shall be paid for at five percent (**5%**) above the appropriate wage rate as established in this Agreement.

27.02 All work over twenty (**20**) feet above ground level, performed on open joists ~~or~~ bare structural steel shall ~~be~~ paid for at five percent (**5%**) above the appropriate wage rate as established in this Agreement.

CLAUSE 28 - COFFEE OR REST BREAKS

28.01 Employees shall be granted once in the morning and once in the afternoon a "coffee or rest break" of ten (10) minutes duration. The specific time period of the breaks shall be mutually agreed upon.

28.02 The break shall be taken at the work station and on the job site out of the weather where practical. Only one (1) person (preferably an apprentice) shall be dispatched to the coffee wagon to obtain refreshment for the crew.

CLAUSE 29 - JOBSITE CONDITIONS

29.01 Employees shall be entitled to exclusive use of clean and heated facilities for the eating of lunches, the hanging and drying of clothes and the safe storage and lock-up of personal tools. The rallying point of the job shall be located not higher than the first floor of the building.

On jobs of insufficient size or duration to warrant the foregoing conditions, this clause shall not apply.

Where an Employer claims "insufficient size or duration" and a disagreement arises, the resulting disagreement shall be adjudicated by a called meeting of the Joint Adjustment Board.

29.02 Fresh and adequate drinking water, paper cups, salt tablets, toilet facilities and tissues shall be provided by the Contractor.

29.03 A telephone shall be made available to all members at all times for incoming or outgoing emergency calls and incoming emergency messages shall be relayed immediately.

CLAUSE 30 - TOOLS

30.01 Journeymen Sheet Metal Workers shall possess for use in good condition, a standard set of hand tools as follows:

- 1 Tinnerns Hammer
- 1 10 ft. Rule
- 1 left Metal Masters
- Scratch Awl

- | | |
|----------------------------|-----------------|
| right Metal Masters | Hacksaw |
| small Screwdriver | Cold Chisel |
| Phillips Screwdriver | - Hard Hat |
| large Screwdriver | Claw Bar |
| Robertson Screwdriver | - pair Benders |
| pair Straight Snips | Center Punch |
| Crescent Wrench | Flashlight |
| - 1 set Allen Wrenches | - 1 Square |
| - 1 Hand Punch (with dies) | - 1 File |
| - 1 pair Pliers | - 1 Pop Riveter |
| - 1 set Dividers | - 1 3 ft Rule |

30.02 The Employer must assure the safety of members tools against fire and burglary or **loss** when working over water **or** such other areas where tools cannot be retrieved while in his employ and in the event of loss thereby, replace same. If **so** requested by the Employer, the Employee will submit to the Superintendent **or** Company Representative, an inventory of tools carried.

30.03 A four cent (\$0.04) per hour tool allowance is to be paid by the Employer for the Sheet Metal Journeymen and Foremen classifications only. Apprentices only shall receive the tool allowance at the appropriate percentage **of** the Journeyman rate. The applicable amount of Tool Allowance is to be included in wage rates (See Clause **9.02**).

CLAUSE 31 - TRADESMEN'S QUALIFICATIONS

31.01 Both parties signatory to this Agreement agree to abide by the rules and regulations laid down in the Apprenticeship and Tradesmen's Qualification Act Regulations as amended and approved May 30, 1967, by the Lieutenant Governor in Council.

31.02 No Journeyman shall be dispatched from the Union, hired by the Employer or continue to be employed by the Employer, who has not complied with the Apprenticeship and Tradesmen's Qualification **Act** and who cannot show and Exemption **or** Certificate **of** Qualification, or who refuses to apply **for** the Tradesmen's Qualification Exam from the

CLAUSE 32 - APPRENTICESHIP

32.01 All Apprentices shall be employed in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act Regulations as amended and approved May 30, 1967, by the Lieutenant Governor in Council.

32.02 All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of eight (8) members, four (4) of whom shall be selected by the V.I.S.M.C.A. and four (4) by the Union. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified Apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rule and regulations when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.

32.03 The Joint Apprenticeship Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto that they will individually and collectively co-operate to the extent that duly qualified Apprentices be given every opportunity to secure proper technical, practical education and shop experience in the trade under the supervision of the Joint Apprenticeship Committee.

32.04 Each Employer shall be allowed one (1) Apprentice for the Shop, and one (1) additional Apprentice for each three (3) qualified Journeymen Sheet Metal Workers regularly employed. An Apprentice in his final year of apprenticeship shall be allowed to perform any class of work.

32.05 All Apprentices shall be under the direct supervision of a Journeyman or Foreman when working on jobs outside the shop. In the last twelve (12) months of their apprenticeship, an Apprentice may work alone and may be required to supervise the work of other Apprentices.

32.06 Employers wishing to hire indentured Apprentices shall contact the Joint Apprenticeship Committees Coordinator who shall, after determining that the proper ratio is being complied with, dispatch the requested Apprentice to the Union, the Union in turn dispatching to the Employer as per Clause 11. In the case of new Apprentices, the Employer has the right to refer individuals to the J.A.C. Coordinator who, after determining the applicants qualifications and eligibility, may dispatch as outlined above.

32.07 A graduated wage scale for Apprentices under the four (4) year program shall be established and maintained on the following percentage basis of the established wage rate of Journeymen Sheet Metal Workers:

Apprentice rates	Effective May 1, 1997
0000 - 0800 hrs - 50%	\$12.67
0801 - 1600 hrs - 55%	\$13.93
1601 - 2400 hrs - 60%	\$15.20
2401 - 3200 hrs - 65%	\$16.46
3201 - 4000 hrs - 70%	\$17.73
4001 - 4800 hrs - 75%	\$19.00
4801 - 5600 hrs - 80%	\$20.26
5601 - 6400 hrs - 90%	\$22.80

Notwithstanding anything in the contrary contained in this Clause it is understood that an Apprentice may be assigned to work with a single Journeyman outside a shop.

CLAUSE 33 - JURISDICTIONAL DISPUTES

33.01 Work Assignments (as between trades) shall be the responsibility of the Employer in accordance with the "Plan for

Settling Jurisdictional Disputes". Assignments shall be made in accordance with the terms of this Agreement bearing in mind "International Agreements" between this and other Unions and the Decisions and Agreements of Record as set forth in the "Green Book".

33.02 Should a jurisdictional dispute arise there shall be no work stoppages and the offended Trade may apply for a decision from the General Offices of the Unions concerned or from the Impartial Jurisdictional Disputes Board for the Construction Industry, whichever be appropriate. Such decisions shall be final and binding.

33.03 British Columbia Work Assignment Plan & Fund

(a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of the Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(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 agreement will re-negotiate 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 Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.

(c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of the 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 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 assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

33.04 Jurisdictional Assignment Plan Fund

(a) An amount equal to one and one-half cent (\$0.015) per hour for all classifications covered by this 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 for each hour of work performed by each Employee covered by this Agreement.

(b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittances shall be made in accordance with and through the same method established in this Agreement for the transmission of other Funds.

CLAUSE 34 - GRIEVANCE PROCEDURE

34.01 "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.

"Wage Claim" shall mean any claim of regular pay, holiday pay, travel time pay, vacation pay and all other money paid or payable by an Employer to an Employee.

34.02 Attempt 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 be first presented in writing within fifteen (15) days or be judged to be abandoned. Grievances relating to wage claims shall be presented in writing within thirty (30) days of the end of the pay period giving rise to the wage claim, or be judged to be abandoned.

34.03 Should informal discussion fail to achieve a solution, the dispute shall be referred to the Joint Adjustment Board for settlement. The Joint Adjustment Board shall meet as soon as is practicable, but not later than fifteen (15) working days after notification of the dispute, and attempt to resolve the dispute. A majority decision of the Joint Adjustment Board shall be final and binding on all Parties to the dispute. Failure to reach a conclusive majority decision by the above method within ten (10) days of invocation of the Board shall permit either Party to refer the matter to an Arbitration Board.

34.04 The Party desiring the Arbitration shall appoint its nominee to the Arbitration Board and shall notify the other Party in writing of the appointment and the particulars of the grievance or matter in dispute.

34.05 The Party receiving notice shall, within three (3) days, appoint its nominee to the Board and so notify the other Party.

34.06 The two (2) 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. The expenses of the Chairman shall be borne equally between both Parties to the dispute.

34.07 The Board shall meet and render their decision within ten (10) days of the Chairman's appointment. The decision shall be final and binding on both Parties.

CLAUSE 35 -JOINT ADJUSTMENT BOARD

35.01 The Parties to the Agreement agree that a Joint Adjustment Board shall be formed of four (4) members and one (1) alternate selected by the Vancouver Island Sheet Metal Contractors Association and four (4) members and one (1) alternate appointed by the Union.

The Joint Adjustment Board shall be formed within the two (2) weeks of the reference date of the Agreement by an exchange of letters between the Vancouver Island Sheet Metal Contractors Association and the Union. At this time each party shall inform the other of their members appointed to the Joint Adjustment Board.

The Joint Adjustment Board shall hold its first meeting within one (1) month of the signing of this Agreement and shall meet a minimum of once every two (2) months thereafter, except that:

1. where grievances are presented, the Board shall meet in a timely manner as per Clause 34 - Grievance Procedures;
2. when the parties mutually agree additional meetings will be called as required.

35.02 At any meeting of the Joint Adjustment Board a quorum shall consist of two (2) members present, representing each of the Parties. Neither of the Parties to the Board shall cast more votes than the other. A majority vote shall carry. At each meeting, a Chairman and Secretary shall be appointed, one (1) from each side and those positions will alternate between the parties at the next meeting.

35.03 The Joint Adjustment shall have the power and authority to:

- (a) Promote the Trade and Industry by such rules and regulations as it deems expedient;
- (b) Investigate and suggest methods to improve trade practices,

efficiencies and production, standards of workmanship and working conditions within the Sheet Metal and Roofing Industry;

(c) Stop and put an end to unfair practices of both Employees and Employers;

(d) Subject to the provisions of Clause 35.04, to supplement or amend existing Agreements;

(e) To fulfil the obligations specified in Clause 34 - Grievance Procedure and to fulfil such other obligations contained within this Agreement as may from time to time arise.

35.04 All major decisions of the Board, excluding decisions with respect to grievances, shall be subject to ratification by the Union membership and the Vancouver Island Sheet Metal Contractors Association.

35.05 All Employers, including the Employer of this specific Agreement, whether or not a member of the Vancouver Island Sheet Metal Contractors Association agree that the appointees of this Association shall represent them on all matters outlined above.

35.06 Joint Adjustment Board Administration Fund

(i) An amount equal to one-half cent (\$0.005) per hour shall be remitted to the Trustees of the Joint Adjustment Board, in accordance with the Standard Remittance Form provided for in the Collective Agreement, for each hour or part hour of work performed by each Employee covered by this Agreement.

(ii) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittances shall be made in accordance with and through the same method established in this Agreement for the transmission of other Funds.

CLAUSE 36 - UNION REPRESENTATIVES

36.01 Shop or Job Stewards shall be recognized by the Employer when appointed or elected in any shop or on any jobsite, and such Stewards shall not be discriminated against for the performance of their duties.

The Union agrees that the Stewards shall perform their duties as efficiently and expeditiously as possible, and the Employer agrees to grant reasonable time for the performance of such duties.

The Union agrees to notify the Employer in writing of the appointment or election of Stewards. The Employer agrees to notify the Union in writing stating the reasons for layoff or termination of any Steward.

Members representing the Local Union as delegates, Board or Committee Members, shall be allowed the necessary time off for those duties providing proper notice is given.

36.02 On jobsites the Steward shall be the last man to be terminated or transferred with the exception of the Foreman and two (2) other men unless by prior agreement between the Steward and Employer.

36.03 Business Representatives shall have access to jobsites at all times, however, shop visits shall be limited to luncheon period and at other times permission shall first be obtained, and not unreasonably refused from the Employer or his Representative.

CLAUSE 37 - UNION RESERVATIONS

37.01 Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job site or sites for:

- (a) Rendering assistance to Labour Organizations

(b) Refusal on the part of Union Members to work with non-union workmen.

(c) Refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

37.02 The Union shall discourage any regularly employed member from engaging in the practice of "Moonlighting". For the purpose of this Agreement, "Moonlighting" shall be described as the practise of members contracting to perform work described in Clause 4 of this Agreement, while in the full time employment of any Local 276 signatory company.

CLAUSE 38 - EMPLOYER RESERVATIONS

38.01 The management of the Company's operation and the direction and promotion of the Employee is vested exclusively in the Management, and the Union shall not in any way interfere with their rights, provided, however, that this will not be used for the purpose of discrimination against Employees on the basis of race, creed or colour.

CLAUSE 39 - SAFETY

39.01 All equipment, tools and material must conform and be utilised in conformity with applicable provincial and/or Federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that does not meet proscribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulations may be considered cause for dismissal.

CLAUSE 40 - SAVING CLAUSE

40.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada, British Columbia or the Yukon Territory. Should it later be proven that it would be a violation of any legally effective Federal, Provincial or Territorial order or statute to comply with any 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.

40.02 Such negotiations (as above) to be conducted by the Joint Adjustment Board and when a decision is reached all parties signatory to this Agreement shall be immediately notified and such change shall be binding on all parties.

CLAUSE 41 - MATTERS OF LAW

41.01 Copies of this Agreement shall be deposited as may be required by law with the Minister of Labour for the Province of British Columbia, the Mediation Commission, the Canada Department of Labour and bureau as may exist or be instituted in the Yukon Territory.

41.02 The operation of Section 50 (2) of the Industrial Relations Act of British Columbia is hereby excluded.

CLAUSE 42 - B.C. CONSTRUCTION INDUSTRY REHABILITATION FUND

42.01 The Employer shall forward by the fifteenth (15th) day of the month following that which contributions cover, two cents (\$0.02) for each hour for which wages are payable, to the B.C. Construction Industry Rehabilitation Fund, in the same manner provided by the Unified Remittance Form.

42.02 The B.C. Construction Industry Rehabilitation Fund will be governed by a Board of Trustees appointed on an equal basis by the Construction Labour Relations Association and the



B.C. & Yukon Building Trades Council and shall be used for rehabilitative purposes in the industry on the basis of the negotiated and agreed principles of July 23, 1980.

CLAUSE 43 - TECHNOLOGICAL CHANGE

43.01 It is understood and agreed that during the first six (6) months of the Agreement the parties will meet and in accordance with Section 74 of the Labour Relations Code, negotiate a clause on technological change to become a part of this Agreement.

**CLAUSE 44 - MULTI-EMPLOYER CERTIFICATION
CLAUSE**

44.01 It is agreed that the parties to this specific Agreement, including the Vancouver Island Sheet Metal Contractors Association, its member contractors and the specific Employer of this Agreement shall co-operated in and support in every way the institution, at the initiative of the Union, of the multi-employer certification in accordance with Section 40 of the Labour Relations Code.

CLAUSE 45 - DURATION OF AGREEMENT

45.01 All provisions of this Agreement shall continue in force and effect, beginning May 1, 1997, and for the period ending April 30, 1999.

45.02 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 April 30th in any year and the established wage scales and conditions specified herein, shall continue in force and effect pending the negotiation and settlement of any proposed changes suggested by either party.

SIGNED THIS DAY OF 1997

**SIGNED ON BEHALF OF:
VANCOUVER ISLAND SHEET METAL
CONTRACTORS ASSOCIATION**

**SIGNED ON BEHALF OF :
SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION LOCAL, 276**

ROOFER ADDENDUM

IT IS UNDERSTOOD AND AGREED THAT EFFECTIVE MAY 1, 1986 THE FOLLOWING CLAUSES RELATING TO THE ROOFING TRADE SHALL BE A PART OF THE STANDARD SHEET METAL WORKING AGREEMENT AND ALL PRECEDING CLAUSES, IF NOT SPECIFICALLY MENTIONED HEREIN SHALL BE APPLICABLE TO THE ROOFER CLASSIFICATIONS.

CLAUSE 1 - ROOFER TRADE JURISDICTION

1.01 This Agreement covers the rates of pay, fringe benefits, rules and working conditions of all Employees of the Employer engaged in but not limited to:

- (a) the building or laying of what is known as "built-up" or flat roofs, whether by hot or cold application;
- (b) the laying and covering of "steep" and similar roof frames with "unitised" roofing materials such as slate, and all grouting connected with same;
- (c) all application of insulation or insulation board in connection with roofs.
- (d) the application of roof and promenade deck waterproofing with modern plastic coating materials etc.;
- (e) all spudding, dismantling, repairs to roofs, re-roofing and maintenance of roofs;
- (f) the laying of promenade tile, wooden paving blocks, application of Styrofoam batting, etc. where these are bedded in asphalt or similar substances;
- (g) the damp and waterproofing of floors, foundations, pipes, tanks, etc. with such materials as pitch, tar, asphalt, plastic, bitumen, etc.;

(h) all caulking where its function is waterproofing and where it is performed as a speciality;

(i) the operation of all power equipment such as hoist, tankers, pumps, etc., associated with roofing;

(j) the application of roof decking materials such as cement asbestos panels, (not metal deck)

(k) the handling, loading, unloading, hoisting, rigging, moving, etc., on the jobsite or in the shop of all materials relevant to the foregoing; and finally,

It is understood that the above written scope of work shall be applicable whether the work is considered commercial, industrial or residential.

CLAUSE 2 - EMPLOYEE CLASSIFICATION

2.01 The Employer agrees that none but Journeymen, Apprentice, Probationary Apprentices, Damp and Waterproofer's or Roofer Material Handlers, in the required ratio shall be employed on any work described in Clause 1, except as provided elsewhere in this Agreement.

2.02 Journeyman shall mean all those employed on work in the Trade Jurisdiction except those properly registered with the Province of British Columbia and the Joint Apprenticeship Committee as Apprentices or those hired as Probationary Apprentices

The term Journeyman Roofer shall be inclusive of the terms: Built-up Roofer, Slater, Dampproofer, Waterproofer, Caulker, Applicator, (of fluid plastic decking roofing and batting etc) and any other term commonly used in the Industry. There shall be two groups of Journeymen; those without a Certificate of Qualification and those with such as Certificate. The Certificate may be one as issued by the Province of British Columbia or it may be one as issued by the Joint Apprenticeship Committee of the Roofing Industry upon the completion of such time in the

trade and/or the writing of such exams. etc. as the Committee shall deem necessary.

2.03 Apprentice shall mean that category as defined in the Apprenticeship and Tradesmen's Qualification Act and its subsequent regulations relating to the Roofing, Damp and Waterproofing Trade. There may be a maximum of one (1) for each two (2) Journeymen employed; the total crew of the Employer considered.

2.04

(a) Foremen shall mean any Journeyman Employee designated by the Employer to supervise the activities of other Employees.

(b) The Employer shall designate a Journeyman Roofer as a "B" Foreman when five (5) to seven (7) workers, inclusive of the Foreman, are employed on a jobsite. The Employer shall designate a Journeyman Roofer as "A" Foreman when over seven (7) workers are employed on any jobsite. Jobsite Foremen shall not be reduced in rate until the job is completed or as long as he works on such job.

(c) An "A" Foreman shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any jobsite.

(d) Where Foremen are required, it is understood that all working instructions shall be given by or given through the designated Foremen.

2.05 Roofer Material Handlers shall mean those employed to do work in a labouring capacity and shall be chiefly employed for the handling of trade materials, gravel etc.. There may be a maximum of one (1) for each two (2) Journeymen employed. Both parties agree that in the event of a layoff through lack of work or inclement weather conditions, the Roofer Material Handlers will be laid off prior to the Registered Apprentices or Journeymen.

(i) For Roofer Material Handlers, a graduated minimum wage scale shall be established and maintained on the following

percentage basis of the established wage rate of the Journeyman Roofer:

0000 - 0800 hours, 50%
0801 - 1600 hours, 55%
1601 - 2400 hours, 60%
2401 - 3200 hours, 65%
3201 - 4000 hours, 75%

After completion of 4800 hours, the Roofer Material Handler wage rate shall be fixed at 75% of the Roofer Journeyman Rate.

(ii) The Employer shall remit to the Trustees of the Island Sheet Metal Workers & Roofers Welfare Plan, an amount of money equal to that stipulated in Clause **16** of the Standard Sheet Metal Working Agreement, for each hour or part hour of employment for each and all Roofer Material Handlers, whether on a Probationary period or not. The Roofer Material Handlers will be eligible to apply to the Administrator of the Health & Welfare Plan for Medical coverage on a schedule as is determined by the Plan Trustees.

(iii) Roofer Material Handlers will be dispatched to the Employer as Probationary Employees for a maximum period of eight hundred (800) hours. Upon completion of eight hundred (800) hours employment, the Employer shall require the Roofer Material Handler to make application to the Union for membership. Those Roofer Material Handlers failing to make application by the end of the second (2nd) week of employment following their initial eight hundred (800) hours, shall have their Union dispatches revoked by the Union, making them ineligible to further employment.

CLAUSE 3 - WAGES

Classification

Effective:	May 1/95
Roofer Journeyman	\$23.35
Roofer "A" Foreman	\$25.69
Roofer "B" Foreman	\$24.98
Probationary Appr.	\$11.68

Registered Apprentice wages rates see Clause 12.10

"A" Foreman - eight (8) men or over, inclusive of Foreman shall be paid the appropriate Journeyman rate of pay, plus ten percent (10%).

"B" Foreman, five (5) to seven (7) men inclusive of Foreman, shall be paid the appropriate Journeyman rate of pay, plus seven percent (7%).

Probationary Apprentices shall be paid at fifty percent (50%) of the Journeyman's rate of pay.

* Note * For a complete wage scale and benefit breakdown, see Appendix "C".

CLAUSE 4 - ROOFERS WORK WEEK, HOURS, AND OVERTIME

NOTE SEE ADDENDUM #001

4.01 The Regular hours of labour shall be thirty-seven and one-half (37-1/2) hours a week at straight time rates. (The week, or its double, shall be from pay period to pay period.)

4.02 All work in excess of seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week shall be considered as overtime. All overtime shall be paid for at the minimum of two hundred percent (200%) of the appropriate wage rate with the following exception:

(a) On Commercial and Residential projects, any hours worked outside those stipulated in the regular work day shall be paid for at a minimum of one hundred-fifty percent (150%) of the appropriate wage rate for the first three (3) hours worked and two hundred percent (200%) of the appropriate wage rates for all hours worked thereafter.

4.03 All work on Sundays, and Statutory Holidays (or substitute days) shall be paid for at Double Time (200% of the regular rates.)

4.04 An Employee reporting for work on a call of an Employer, shall be paid his regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one day of:

(i) Two (2) hours pay at the Employee's regular rate, except where the Employee's condition is such that he is not competent to perform his duties or he has failed to comply with the Accident Prevention regulations of the Worker's Compensation Board; and,

(ii) If the Employee commences work, four (4) hours pay at the Employee's regular rate except where his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

4.05 In the event that it becomes necessary to withdraw existing Employees from an Employer in default of payments which are required to be made to the Union and/or Fund Trustees pursuant to the terms of this Agreement and the Employer has been delinquent for a ~~period~~ exceeding thirty (30) days, then the delinquent Employer shall be responsible for the loss of Wages, Holiday and Vacation Pay, Pension, Welfare and all other Funds pursuant to the terms of this Agreement for the remainder of the regular shift being worked on the day of withdrawal.

**CLAUSE 5 - ROOFERS APPRENTICESHIP AND
TRAINING FUND**

5.01 Two cents (**\$0.02**) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Roofer's Apprenticeship and Training Fund.

5.02 These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form (Roofers).

5.03 This Fund shall be used by the Trustees to finance and administer the Apprenticeship Program, the Journeyman Upgrading and Training Program and the program for the Certification of Journeymen.

CLAUSE 6 - MOONLIGHTING

6.01 No regularly employed member of the Union shall engage in the practice of "moonlighting". No Employer shall employ or continue to employ anyone he knows to be "Moonlighting".

"Moonlighting" shall only be considered to be such when it is in excess of the regular work-day or work-week of the regular job.

The Union will also take disciplinary measures against "Moonlighting" members or members who "contract" in competition to their regular Employers.

CLAUSE 7 - CERTAIN WORK

7.01 Where, by mutual agreement, certain work might be obtained which would otherwise be lost, and which would be of mutual advantage to all Parties, application may be made to the Joint Adjustment Board for permission to alter certain conditions of this Agreement. The Board may by majority vote

alter such conditions and for such time and with such limitations as it feels necessary.

7.02 It shall have no authority however, to alter in any way, or to make regulations that would run contrary to this Agreement in its application to the normal roofing and waterproofing scope of work.

CLAUSE 8 - ACCESS TO AGREEMENT

8.01 The Employer and Employees covered by this Agreement shall have access to copies of this Agreement, the Union to supply.

8.02 The Employer shall permit posting at all times, of a copy of this Agreement in a prominent place at the normal rallying point of his Employees, or at any jobsite office, for the information of his Employees.

CLAUSE 9 - TOOLS AND PROTECTIVE CLOTHING

9.01 A Journeyman Roofer shall possess in good condition, at his own expense, a minimum standard set of hand tools and accessories to enable him to carry out his work efficiently as follows:

1 Screwdriver	Crescent Wrench (8")
1 Profgloves	Hammer (strt claw)
1 Safety Hat	Pr. Combination snips
1 set roofing knives	roofers hatchet
1 pointing trowel	Toolbox or Bag
1 Measuring Rule	

9.02 By mutual agreement, the above list may be modified for certain branches of the trade such as Tilers, Plastic Deck Applicators etc.

9.03 Apprentices after completion of their probationary period (800 hours) shall be expected to obtain an appropriate tool kit.

9.04 Probationary Apprentices shall provide safety hats and gloves.

9.05 The Employer must assure the safety of members tools against fire and burglary or **loss** when working over water or such other areas where tools cannot be retrieved while in his employ, and in the event of loss, thereby replace same. If so requested by the employer, the Employee will submit to the Superintendent or Company Representative an inventory of tools carried.

CLAUSE 10 - TRAINING AND CERTIFICATION OF JOURNEYMEN

10.01 All parties shall co-operate in every way possible through the **good** offices of the Joint Apprenticeship Committee to promote the training, qualification, up-grading and skill improvement of existing Journeymen employed in the industry.

10.02 The Joint Committee shall be responsible for the Certification of existing Journeymen, either through the machinery of the Tradesmen's Qualification Act, or through its own resources. Certification shall be based on the basic requirements as set forth by the Committee after due consideration.

CLAUSE 11 - ASSOCIATED TRADE

11.01 Due, in many cases to joint certification of the Roofers, Damp and Waterproofers and the Sheet Metal Workers as represented by Local Union No. 276, it is agreed that this Standard Roofing Agreement shall run concurrently with the Standard Sheet Metal Working Agreement, both in this and subsequent years.

11.02 Journeyman Roofers shall be permitted to apply "gravel stop" simple flashing, gum pots and similar minor sheet metal items used in roofing.

11.03 All other sheet metal work connected with a roofing or

waterproofing contract, including roof vents, major flashing and copings etc., as well as all other work coming within the jurisdictional field of the Sheet Metal Working Agreement shall be fabricated and installed by Sheet Metal Workers, members of Local Union No. 276.

11.04 If, in conformity with the above, the Employer hire sheet metal workers, it is agreed that he will sign the Standard Sheet Metal Working Agreement and the rate and conditions of that Agreement shall apply. Should this not be the case, then the Employer agrees to sublet all sheet metal work to a bona-fide Sheet Metal Contractor signatory to an Agreement with, and Employing members of Local Union No. 276.

11.05 All parties agree to respect the regulations pertaining to each trade under the Apprenticeship and Tradesmen's Qualification Act.

CLAUSE 12 - APPRENTICESHIP

12.01 A Joint Apprenticeship Committee of the Roofing Industry shall be formed of four (4) members nominated by the Vancouver Island Sheet Metal Contractors Association and four (4) members of the Union. This Committee shall be formed within two months of the reference date of this Agreement by a mutual exchange of letters between the V.I.S.M.C.A. and Union.

12.02 The Committee shall meet as required by either party and shall be financed by the Roofers Apprenticeship and Training Fund. The Committee shall set up the Trust Agreement and shall Act as Trustees of the Fund.

12.03 All Apprentices shall be indentured to the Joint Apprenticeship Committee in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act. The Committee shall be empowered to formulate and make operative Apprenticeship and Training Standards as they may deem necessary and which do not conflict with the specific terms of the Agreement. Such standards to govern eligibility,

registration, education, transfer, hours and working conditions of duly qualified Apprentices, and the operation of an adequate Apprenticeship system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

Inexperienced workers entering the trade of Roofing shall become Probationary Apprentices for a period of 800 hours of reasonably continuous employment. Upon completion of 800 hours, or at the recommendation of the Joint Apprenticeship Committee of the Roofing Industry, the Probationary Apprentice may make application for Apprenticeship with the J.A.C.R.I..

12.04 The term of Apprenticeship shall be not less than thirty-three hundred (3,300) hours of reasonably continuous employment, including the required hours of supplemental schools instructions (120 hours per year minimum).

12.05 The Employer shall be allowed and encouraged to have one (1) Apprentice for each two (2) Journeymen (with or without Certificate) employed. They shall be at all times under the direction of Journeymen Roofers for the first two (2) years of their Apprenticeship.

12.06 When hiring or laying off Apprentices, the Employer shall maintain an equal distribution of Junior and Senior Apprentices.

12.07 All Apprentices must be cleared by referral slip from the Joint Apprenticeship Committee of the Roofing Industry before being dispatched by Local Union No. 276. In the case of new Apprentices, the Employer or any other interested party shall have the right to refer individuals to the Joint Apprenticeship Committee, who after determining the applicants qualifications and eligibility, may indenture in accordance with the foregoing provisions.

12.08 An Apprentice whose contract has been terminated for

any reason shall not be employed in any other capacity until approval is granted by the Joint Apprenticeship Committee.

12.09 It is agreed that the Joint Apprenticeship Committee will use the existing cardex system to record hours worked, which is remitted monthly by the Employers on the Unified Remittance Form. It is further agreed that a copy of the cardex showing hours worked will be mailed to apprentices and Employers at the time that new wage rates become effective.

12.10 For Registered Apprentices, a graduated wage scale shall be established and maintained on the following percentage basis of the established wage rate of the Journeyman Roofer:

Apprentice rates	Effective May 1, 1995
0000 - 275 hrs, 50%	\$11.68
0276 - 550 hrs, 55%	\$12.84
0551 - 1100 hrs 65%	\$15.18
1101 - 1650 hrs 70%	\$16.35
1651 - 2200 hrs 80%	\$18.68
2201 - 2750 hrs 90%	\$21.02
2751 - 3300 hrs 95%	\$22.18

CLAUSE 13 DUTIES OF EMPLOYEES

13.01 It shall be the duty of each Employee to:

- (a) Perform a fair day work for the wages enumerated in this Agreement;
- (b) Obey all lawful instructions of the Employer that are not contrary to the meaning or intent of this Agreement;
- (c) Constantly improve his qualification and ability;
- (d) Show up for work on time in a fit and responsible condition;
- (e) **Have tools** at all times that are called for in this Agreement;
- (f) Work safely for the protection of himself and others;

- (g) Take no part in "moonlighting" or other improper practices;
- (h) Inform the Employer as quickly as possible when unavailable due to sickness, etc. and to;
- (j) Work generally in accordance with the spirit of this Agreement governing the Roofing Industry.

CLAUSE 14 - UNION REPRESENTATIVES

14.01 Shop or Job Stewards shall be recognized by the Employer when appointed or elected in any shop or on any jobsite and such Stewards shall not be discriminated against for the performance of their duties.

On jobsites where the work involved can be reasonably projected to be greater than two (2) weeks duration, and subject to trade competency, the Steward shall be the last man to be terminated or transferred with the exception of the Foreman.

The Union agrees that the Stewards shall perform their duties as efficiently and expeditiously as possible, and the Employer agrees to grant reasonable time for the performance of such duties.

The Union agrees to notify the Employer in writing of the appointment or election of Stewards. The Employer agrees to notify the Union in writing stating the reasons for layoff or termination of any Steward.

14.02 Business Representatives shall have access to jobsites and shops at all times. However, shop visits shall be limited to luncheon periods and at other times permission shall be first obtained from the Employer of his Representative. Permission shall not be unreasonably refused.

SIGNED THIS DAY OF 1997

**SIGNED ON BEHALF OF:
VANCOUVER ISLAND SHEET METAL
CONTRACTORS ASSOCIATION**

**SIGNED ON BEHALF OF SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION, LOCAL 276.**

APPENDIX "A"

**B.C. CONSTRUCTION HEALTH AND SAFETY
PROGRAMME**

We support a comprehensive Health and Safety Programme for the B.C. Construction Industry. Such Programme will be funded through a two cent (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund, commencing September 1, 1982, to accomplish the following objectives;

- (1) The B.C. Construction Industry Health and Safety Council as established shall employ a Director and other personnel deemed necessary to develop and administer a comprehensive health and safety programme for the Construction Industry and provide the necessary assistance to any Employee or Employer group(s).
- (2) Provide safety information to all Employees and Employers to increase safety awareness.
- (3) Develop and implement safety courses to be available to Safety Committee Members, job stewards, foremen, general foremen and Employers.
- (4) Develop a programme to provide identification of toxic and/or carcinogenic substances on construction sites and provide instructions for the safe handling of such substances to protect the health and safety of all workers.
- (5) The implementation of "tool box" meetings and establishment of formats and guidelines for conducting such meetings which will be held on a timely basis dictated by the nature and complexity of the work or project.
- (6) Develop, print and distribute safety handbooks and information for Safety Committee Members, job stewards, supervisory and management personnel.

(7) Provide guidelines for conducting regular Safety Committee meetings; the frequency of the Safety Committee meetings to be determined by the Chairman and Secretary of the jobsite Safety Committee, and to be scheduled accordingly.

(8) Implement on all construction sites, to which Section 4.02 of the W.C.B. Industrial Health and Safety Regulations apply, a standardized format (as attached) for minutes of the regular safety meetings.

To address immediately the serious concern for health and safety in the construction industry both in the long and short term, we propose the following programme in addition to the preceding programme.

(1) Jointly approach the Minister of Labour and the W.C.B. for the implementation of the B.C. Construction Industry Safety Inquiry recommendations.

(2) The B.C.Y.T.- B.C.T.C. and C.L.R.A. of B.C. will immediately appoint equal number of representatives to the B.C. Construction Industry Health and Safety Council.

(3) Jointly approach the W.C.B. for funding.

Safety is a joint Employer/Employee concern. Neither group will be able in isolation, to achieve a safe workplace since each is dependent upon each other.

This represents a full commitment by both parties to pursue, and cooperate in, any and all reasonable avenues to accomplish the joint objective of providing a safe work environment.

Notwithstanding the foregoing, it is expressly agreed and recognized that the above programme is not intended or implied to abrogate the construction industry Employer's responsibility for health and safety as defined by the W.C.B. Act and the Industry Health and Safety regulations.

It is also agreed that an appropriate Trust Deed between

B.C.Y.T. - B.C.T.C. and C.L.R.A. of B.C. be agreed on to govern the B.C. Construction Industry Health and Safety Programme be appended to and become part of the appropriate Building Trade Agreements.

STANDARD FORMAT FOR SAFETY MEETINGS

- (a) Date, time of commencement and adjournment.
- (b) Name, address and phone number of prime contractor.
- (c) Location and phone number of project.
- (d) Members of committee present (note chairman and secretary). List of names with spaces for Occupation, Name of Contractor and Company Crew Size.
- (e) Contractors or trades not represented (Name and contractor or trade).
- (f) Minutes of previous meeting read.
- (g) Report of dispensation of previous recommendations.
- (h) Accidents or injuries investigated since previous meeting.
- (i) Weekly jobsite meeting's report.
- (j) Any unsafe conditions per Workers Compensation Board inspection or observation report read into minutes, including the date, report number and name of inspector.
- (k) First Aid Report, the attendants name, grade and number, report of injuries since last meeting.
- (l)** Accidents or injuries requiring further investigation.
- (m) Members reports of unsafe conditions identifying the problem, corrective action, and responsibility.

- (n) **Work** schedule projections.
- (o) Other Business.
- (p) Date of next meeting
- (q) Secretary's signature.

**APPENDIX "B" LETTER OF INTERPRETATION
RE: PERIODIC LEAVE - TURNAROUND**

1. The phrase "Out-of-Town" projects contained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer, of the five (5) or seven (7) days to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic or turnaround clauses.
2. Employees qualifying for leave shall be returned to the transportation terminal nearest the Employee's domicile, except members from other Locals or out of province employees who shall return to the point of dispatch within the province of B.C.
3. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.
4. The interpretation of periodic leave or turnaround clauses as noted above shall not be used to interpret any other clause *or* clauses contained within the various Building Trades Collective Agreements.

APPENDIX "C"
WAGE SCALE AND TABLE OF FUND
CONTRIBUTIONS

	S.M. Journeyman	R. Journeyman
Effective	May 1/95	May 1/95
Wage	\$25.33	\$23.35
12% Holiday Pay	3.04	2.80
Welfare Fund	1.67	1.67
Pension Fund	2.10	2.10
Apprenticeship	0.12	0.02
V.I.S.M.C.A. Fund	0.08	0.08
Trade Promotional	0.80	0.80
Building Fund	0.06	0.06
Jurisdictional	0.015	0.015
Joint Adjustment	0.005	0.005
Rehabilitation	0.02	0.02
TOTAL PACKAGE	\$33.24	\$30.92

ADDENDUM #001

TEMPORARY REVISION TO HOURS OF LABOUR, OVERTIME & HOLIDAYS

The Parties to this Agreement agree that the following provisions of the Standard Sheet Metal & Roofing Working Agreement be amended, becoming effective May 1, 1997.

Hours of Labour and Overtime

Amend 12.01 to read: Eight (8) hours shall constitute a regular work day, from 7:30 a.m. to 12:00 noon, and from 12:30 p.m. to 4:00 p.m., Monday to Friday inclusive, on the basis of a regular work week consisting of forty (40) hours. Where common understanding between an Employer and the Union has been obtained, the daily start time (7:30 a.m.) may be modified by one-half (1/2) hour either way.

Amend 13.01 to read: **All** hours worked outside the regular work day and all hours worked on Saturdays, Sundays and Statutory Holidays shall be considered as Overtime. (except as noted in Clause 14 - Shiftwork) The first two (2) hours of overtime worked Monday through Friday shall be paid for at the rate of time and one-half (150%) and double time (200%) for all hours worked thereafter. The first eight (8) hours worked on Saturday may be worked at the rate of time and one-half (150%) and double time (200%) for all hours worked thereafter. Double time rates shall apply for all hours worked on Sundays and Statutory Holidays.

Delete 13.02 (a). Renumber 13.02 (b) to 13.02 (a)

Roofer Addendum.

Amend 4.02 to read: **All** work in excess of eight (8) hours per day, or forty (40) hours per week shall be considered as Overtime. The first two (2) hours of overtime worked Monday to Friday shall be paid for at the rate of time and one-half (150%) and double time (200%) for all hours worked thereafter.

Hours worked on Saturday, in excess of the forty (40) hour regular work week, may be paid for at the rate of time and one-half (1 50%). All hours worked in excess of eight (8) hours on Saturday shall be paid for at the rate of double time (200%). **All** hours worked on Saturdays and Statutory Holidays shall be paid for at the rate of double time (200%).

The Parties further agree that the provisions of this Addendum #001 relating to Hours of Labour and Overtime shall continue in force and effect until the conclusion of the 1998 round of Collective Bargaining between the Bargaining Council of British Columbia Building Trade Unions and the Construction Labour Relations Association of B.C., at which time, this Agreement shall incorporate the negotiated hours of **labour** and overtime as determined by a majority of the Construction Unions.

Agreed to on this 30th day of April, 1997.

V.I.S.M.C.A.

Local 276

The following firms are members of the Vancouver Island Sheet Metal Contractors Association and have authorized the Association to bargain and sign a Collective Agreement on their behalf with the Sheet Metal Workers International Association, Local 276:

Associated Sheet Metal Products Ltd.
875 Viewfield Road
Victoria, B.C. V9A 4V2 ✓

Aurora Roofing Ltd.
P.O. Box 70
Coombs, B.C. V0R 1M0 ✓

Bennett Sheet Metal & Heating
741 Mcphee Avenue
Courtenay, B.C. V9N 2Z7 ✓

Cam Air-Systems Ltd.
861 Homewood Road
Campbell River, B.C. V9W 3N6 ✓

Robertson Sheet Metal Ltd
662 Cains Way, RR#6
Victoria, B.C. V0S 1N0 ✓

C.R. Metal Fabricators Ltd.
1970 - 17th Avenue
Campbell River, B.C. V9W 4L9 ✓

M. Griffin Ltd.
941 View Street
Victoria, B.C. V8V 3L6 ✓

M. & B. Sheet Metal Ltd.
4876 Topland Road
Courtenay, B.C. V9N 5Y9 ✓

J.B. Sheet Metal Ltd ✓
6765 Kirkpatrick Cres.
Victoria, B.C. V8X 3X1

Playsted Sheet Metal Ltd. ✓
806 Devonshire Road
Victoria, B.C. V9A 4T4

Russ Nelson Roofing Ltd. ✓
2981 Moray Avenue
Courtenay, B.C. V9N 7S7

Tirling Sheet Metal Ltd. ✓
528 William Street
Victoria, B.C. V9A 3Y9

Turner Sheet Metal Ltd. ✓
4368 Kingscote Road
Cobble Hill, B.C. V0R 1L0

Universal Sheet Metal Ltd. ✓
506 Esquimalt Road
Victoria, B.C. V9A 3L2

Central Sheet Metal (1988) Ltd. ✓
927 Dunford Avenue
Victoria, B.C. V9B 2S4

Swanson Sheet Metal Ltd. J
543 David Street
Victoria, B.C. V8T 2C7

Stephens Sheet Metal Ltd.
4921 Bute street
Port Alberni, B.C. V9Y 3M2

Inter-Kraft Contracting Ltd.
2715 Fairbanks Drive
Nanaimo, B.C. V9S 3S8

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Nanaimo Sheet Metal Limited
1871 East Wellington Rd.
Nanaimo, B.C. V9R 5K3

Econo Heating & Air Conditioning Ltd.
Box 724
Nanaimo, B.C. V9R 5M2