

Standard Sheet Metal & Roofing Working Agreement

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**Sheet Metal Workers
International Association
Local No. 276**

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**Vancouver Island Sheet Metal
Contractor's Association**

May 2003 – April 30, 2006



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Standard Sheet Metal & Roofing Working Agreement

This collective trade agreement is dated for reference the 14th day of May 2003, 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, and to prevent strikes and lockouts, waste, expense, and 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 Employer's 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 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 jobsites 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

Outside Shop Duties: Off the shop premises, the Material Man's duties may include the driving of company vehicles and equipment; loading and unloading materials to or from the jobsite; carrying 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: With the exceptions noted in 8.03 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 jobsite. Material Men shall always be under the direct supervision of a Sheet Metal Journeyman Member of the Union.

The Material Man shall be paid the rate of 40% of the Sheet Metal Journeyman wage rate, plus 10% holiday pay. The Employer will not be required to remit trust fund payments on their behalf. Effective May 1, 2003, after completion of 1600 hours of credited service the Employer will commence remitting one dollar and fifty cents (\$1.50) for each and every hour or part hour of employment in this classification to the Island Sheet Metal Workers Welfare plan.

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 Cladding, Decking and Metal Roofing

For the purpose of securing work in these categories a variance in Material Man ratio will be allowed to provide for three (3) man crews consisting of one (1) Journeyman, one (1) Apprentice and one (1) Material Man. This variance will further allow for more than one (1) Material Man per site. At no point shall the number of Material Men on site be greater than the number of Apprentices on site.

Duties: in addition to those duties note under "Outside Shop Duties" in Clause 8.02, Material Men duties under Clause 8.03 may also include the cutting, fitting and installing of insulation and vapour barrier materials, and erecting and dismantling of staging. Under no circumstance shall the Material Man be allowed to carry out duties falling within the trade jurisdiction of the Sheet Metal Worker (i.e., the laying out, cutting, drilling or attaching of sheets of material or the installation of related flashings).

8.04 Welders

- (a) Welders "A" - are Journeyman Welders who are in possession of a "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 B 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.
- (c) Welder "C" - are Journeymen Welders who are in possession of the "Registered C Welder" certification as established by the British Columbia Ministry of Advanced Education, Apprenticeship Branch. Welder "C" shall be paid at a rate equal to 75% of a Journeyman Sheet Metal Worker.

Sheet Metal Journeymen, Apprentices and Welder members possessing the required welding skills or tickets shall be dispatched prior to the hiring of permit welders. Permit welders shall be laid off prior to Sheet Metal Journeymen, Apprentices, and Welder member possessing the required welding skills or tickets.

8.05 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 - Journeyman Sheet Metal Worker Value Package

Total Value Package Per Regular Hour	\$35.29
Less Employer Contributions	
Pension	\$3.08
Health Plan	\$2.02
Apprenticeship	\$0.12
Trade Promotional	\$0.80
Building Fund	\$0.06
Jurisdictional Fund	\$0.01
Joint Adjustment	\$0.005
Rehabilitation	\$0.02
V.I.S.M.C.A. Fund	\$0.13

Wage and Holiday

Regular Hourly Wage	\$25.93
Holiday Pay (12%)	\$3.11
September 1, 2003 increase to total wage package	\$0.42/hour
May 1, 2004 increase to total wage package	\$0.80/hour
May 1, 2005 increase to total wage package	\$0.80/hour

* Negotiated increase shall be inclusive of all holiday pay and funds.

For Sheet Metal Apprentice wage rates, see Clause 31.07.

“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.

*** Note: For a complete wage rate and benefit breakdown, see Appendix “B”.**

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 Employee's 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

- 12.01 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.

To assist in the procurement of work, upon request of the Contractor the Union may, by means of a Project Labour Agreement (PLA), grant a variance to the hours of work to allow for a flexible 40 hour work week consisting of five (5) consecutive eight (8) hour days worked Monday to Saturday, free of overtime premiums on Saturday. The Employer shall be required to give a minimum of two (2) weeks advanced notice prior to the start of a job which has been granted such a variance. It shall be within the Employee's discretion to refuse Saturday work, and no punitive action shall be taken against any employee refusing to work Saturday.

- 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".
- 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 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 Workers' Compensation Board; and
 - (ii) Four (4) hours pay at the Employee's 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

- 13.01** Unless otherwise granted by the Union through use of a PLA, 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 - Shift work). The first two (2) hours of overtime worked Monday to Friday shall be paid 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 shall be worked at a 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 (except as noted in Clause 14 - Shift work).
- 13.02** 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** Employees 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.

(c) 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 precludes a Company from closing their entire operations on Heritage Day, the Employer may arrange with his Employees a schedule to float Heritage Day within a 30 day period either before or after the third Monday in February. This schedule should allow Employees an opportunity to make a three (3) day weekend within that specified period. The Employer has the right to limit the number of Employees taking any one given day off.

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) Unless otherwise set forth in wage or classification schedules contained within this Agreement, 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 Unless otherwise set forth in wage or classification schedules contained within this Agreement, two dollars and two cents (\$2.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the 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 Unless otherwise set forth in wage or classification schedules contained within this Agreement, three dollar and eight cents (\$3.08) 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 Thirteen cents (\$0.13) per hour worked by all Employees working within the scope of this Agreement shall be paid by the Employer's 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 Unless otherwise set forth in wage or classification schedules contained within this Agreement, 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 Unless otherwise set forth in wage or classification schedules contained within this Agreement, 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 month's remittance. The penalty shall be applied to the following month's 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 Employer's 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 Employee's name, Social Insurance Number, and 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 weekends, 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 "A" - 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 is defined to mean any person residing within eighty (80) kilometres / fifty (50) miles by road to the project. A sixteen point nine (16.9) kilometre / 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 sixteen point nine (16.9) kilometre / ten (10) mile radius. Local Hire Employees shall receive daily travel time pay for all time spent travelling between the sixteen point nine (16.9) kilometre / 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 / thirty seven and one half cents (\$0.375) per kilometre.
- (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 sixteen point nine (16.9) kilometre / 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 / kilometres X .94 minutes per kilometre.
 - (iii) In no case shall the amount of daily travel monies paid exceed the amount of daily Living Out Allowance paid to the Employees employed on the same project who reside outside the stipulated eighty (80) kilometres / fifty (50) miles 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) miles / sixteen point nine (16.9) kilometre radius from the Employer’s shop or place of business shall be considered a zone free of travel time to the Employer. Employees shall report at the Employer’s 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 Employer 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 / sixteen point nine (16.9) kilometre radius from the Employer's 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 / sixteen point nine (16.9) kilometre 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 / thirty seven and one half cents (\$0.375) per kilometre.
- 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 Employer's 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 - Coffee Or Rest Breaks

- 27.01 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.
- 27.02 The break shall be taken at the work station and on the jobsite 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 28 - Jobsite Conditions

- 28.01 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.

- 28.02 Fresh and adequate drinking water, paper cups, salt tablets, toilet facilities and tissues shall be provided by the Contractor.
- 28.03 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 29 - Tools

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

- | | |
|----------------------------|------------------|
| - 1 Tinnners hammer | - 1 10 ft. rule |
| - 1 left Metal Masters | - 1 3 ft. rule |
| - 1 right Metal Masters | - 1 hacksaw |
| - 1 small screwdriver | - 1 cold chisel |
| - 1 Phillips screwdriver | - 1 hard hat |
| - 1 large screwdriver | - 1 claw bar |
| - 1 Robertson screwdriver | - 1 pair benders |
| - 1 pair straight snips | - 1 centre punch |
| - 1 crescent wrench | - 1 flashlight |
| - 1 set Allen wrenches | - 1 square |
| - 1 hand punch (with dies) | - 1 file |
| - 1 pair pliers | - 1 pop riveter |
| - 1 set dividers | - 1 scratch awl |

29.02 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.

29.03 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 30 - Tradesmen’s Qualifications

30.01 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.

30.02 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 an Exemption or Certificate of Qualification, or who refuses to apply for the Tradesmen’s Qualification Exam from the Department of Labour.

Clause 31 - Apprenticeship

31.01 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.

- 31.02** All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of six (6) members, three (3) of whom and one (1) alternate shall be selected from the V.I.S.M.C.A. and three (3) members and one (1) alternate 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, and working conditions of duly qualified Apprentices and the operation of an adequate apprentice 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.
- 31.03** 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.
- 31.04** 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.
- 31.05** 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.
- 31.06** 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.
- 31.07** A graduated wage scale for Apprentices under a four (4) program and first year Journeymen shall be established and maintained on the following percentage based wage rates of a Journeymen Sheet Metal Worker:

Probationary Apprentice Rates:

0000 - 0800 hours, 40% Journeyman rate

Apprentice Rates:

0000 - 1600 hours, 50% Journeymen rate

1601 - 3200 hours, 60% Journeymen rate

3201 - 4800 hours, 70% Journeymen rate

4801 - 6400 hours, 80% Journeymen rate

First Year Journeymen:

0000 - 1600 hours, 90% Journeymen rate

1601+ hours, 100% Journeymen rate

*Apprentices signed prior to May 1, 2003 shall not be affected by this change.

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

- 31.08** Effective May 1, 2003, all Apprentices who have not completed their technical training will contribute, by means of a payroll deduction, sixty cents (\$0.60) per hour into the Sheet Metal Apprenticeship and Schooling Fund. The fund shall track all contributions of individual Apprentices and return those contributions back to said individual Apprentices the week prior to the commencement of technical training.
- 31.09** Apprentice hours as recorded at the union office shall be noted on each dispatch sent to Employers. Employers shall be responsible for ensuring rate increases occur as per the schedule in 32.08. When an Apprentice is laid off, the Employer will be responsible for notifying the Union office of all hours worked by that Apprentice from the date of the last remittance form to the date of lay off.

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 32 - Jurisdictional Disputes

- 32.01** 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".
- 32.02** 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.
- 32.03** 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.

32.04 Jurisdictional Assignment Plan Fund

- (a) An amount equal to one cent (\$0.01) 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 33 - Grievance Procedure

- 33.01** "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.

Grievances filed by the Union relating to non-payment of Trust Fund Remittances shall not be required to be directed to the Joint Adjustment Board for settlement. The Union in such cases will notify the V.I.S.M.C.A. in writing of the dispute. The Union may then proceed directly to Arbitration in accordance with Clause 34.04.

- 33.02** 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.
- 33.03** 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.
- 33.04** 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.
- 33.05** The Party receiving notice shall, within three (3) days, appoint its nominee to the Board and so notify the other Party.

33.06 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.

33.07 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 34 - Joint Adjustment Board

34.01 The parties to the agreement agree that a Joint Adjustment Board shall be formed of three (3) members and one (1) alternate selected by the Vancouver Island Sheet Metal Contractors' Association and three (3) members and one (1) alternate selected by the union.

The Joint Adjustment Board shall be formed within one (1) month of the reference date of the Agreement by exchange of letters between the V.I.S.M.C.A. and the Union.

The Joint Adjustment Board shall meet one (1) year prior to the expiration date of the Agreement at which time monthly meetings shall be scheduled in preparation for the next round of negotiations, except when:

1. grievances are presented, the Board shall meet in a timely manner as per Clause 33 - Grievance Procedures;
2. either party requests additional meetings for the good of the industry.

34.02 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.

34.03 The Joint Adjustment Board 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 34.04, supplement or amend existing Agreements;
- (e) fulfill the obligations specified in Clause 33 - Grievance Procedures and fulfill such other obligations contained within this Agreement as may from time to time arise.

34.04 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.

34.05 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.

34.06 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 35 - Union Representatives

35.01 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.

35.02 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.

35.03 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 36 - Union Reservations

36.01 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 jobsite 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.

36.02 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 practice 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 37 - Employer Reservations

37.01 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 38 - Safety

38.01 All equipment, tools and material must conform and be utilized 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 prescribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulations may be considered cause for dismissal.

38.02 The Employer agrees to pay all pre-approved costs, excluding wages, for all applicable safety courses required by provincial and/or federal regulations, acts and laws as well as those that may be required by either the Employer's safety program or that of a customer. Courses offered shall consist of, but not be limited to, Fall Protection, Basic First Aid and WHIMIS. The Employer shall schedule safety training either after working hours or on weekends. Employees shall attend required courses on their own time. Under no circumstances shall the Employee be required to attend any course that requires that Employee to suffer loss of wages.

Clause 39 - Saving Clause

39.01 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.

39.02 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 40 - Matters of Law

40.01 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, and the Canada Department of Labour and bureau as may exist or be instituted in the Yukon Territory.

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

Clause 41 - B.C. Construction Industry Rehabilitation Fund

- 41.01 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.
- 41.02 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 42 - Technological Change

- 42.01 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 43 - Multi-Employer Certification Clause

- 43.01 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-operate 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 44 - Duration of Agreement

- 44.01 All provisions of this Agreement shall continue in force and effect beginning May 14, 2003 and coming to term, April 30, 2006. Either Party to this Memorandum of Agreement may, upon written notice no earlier than six months prior to April 30, 2006, require the other Party to re-open this Memorandum with the intent of seeking a mutually agreed upon extension of its expiry date, and conditions specified herein.
- 44.02 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 _____ 2003

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 14, 2003 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, Apprentices, Probationary Apprentices, Damp and Waterproofers 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, Dampproofers, Waterproofers, 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 a 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) Foreman 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 they work 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 a Foreman is required, it is understood that all working instructions shall be given by or given through the designated Foreman.

2.05 Roofer Material Handler 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) Effective May 1, 2003, after completion of 1600 hours of credited service the Employer will commence remitting one dollar and fifty cents (\$1.50) for each and every hour or part hour of employment in this classification to the Island Sheet Metal Workers Welfare plan. After completion of 3200 hours of credited service

the Employer will commence remitting two dollars and two cents (\$2.02) for each and every hour or part hour of employment in this classification. Roofer Material Handlers working under the terms of this Agreement prior to the May 1, 2003 effective date shall not have any benefit provisions reduced as a result of this amendment.

- (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 - Journeyman Roofer Value Package

Total Value Package Per Regular Hour	\$32.87
Less Employer Contributions	
Pension	\$3.08
Health Plan	\$2.02
Apprenticeship	\$0.02
Trade Promotional	\$0.80
Building Fund	\$0.06
Jurisdictional Fund	\$0.01
Joint Adjustment	\$0.005
Rehabilitation	\$0.02
V.I.S.M.C.A. Fund	\$0.13
Wage and Holiday	
Regular Hourly Wage	\$23.86
Holiday Pay (12%)	\$ 2.86
September 1, 2003 increase to total wage package	\$0.42/hour
May 1, 2004 increase to total wage package	\$0.30/hour
May 1, 2005 increase to total wage package	\$0.30/hour

*Negotiated increase shall be inclusive of all holiday pay and funds.

Registered Apprentice wages rates see Clause 13.10.

"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 "B".**

Clause 4 - Roofer's Work Week, Hours, and Overtime

*See Addendum #001 for temporary revision of Roofer Work Week, Hours and Overtime.

- 4.01** The regular hours of work shall be forty (40) hours a week at straight time rates worked Monday through Saturday, with Saturday being optional.
- (a) To assist the Contractor's ability to remain competitive while at the same time maintaining and/or increasing the Employee's ability to secure continued employment, the parties to this Agreement agree that the Employee's straight time hours may be averaged over 2, 3 or 4 week periods for the purpose of determining the Employee's entitlement, if any, to overtime wages. Hours worked as per Clause 4.02 shall not be included for the purpose of averaging.
 - (b) Employers shall notify the Union in writing of their intent to average hours and the start date of the averaging period.
 - (c) The Employer will provide on each Employee's pay stub the following averaging information:
 - 1) length of averaging period (2, 3 or 4 weeks)
 - 2) start date of averaging period
 - 3) hours worked to date in averaging period
 - (d) After averaging over the stated period (2, 3 or 4 weeks) all hours worked in excess of 40 hours per calendar week shall be considered overtime and paid at the rate of one hundred and fifty percent (150%).
- 4.02** All hours worked in excess of 10 hours per day shall be considered as Overtime. Overtime shall be paid at a rate of one hundred and fifty percent (150%) of the appropriate wage rate for the first two (2) hours of overtime and two hundred percent (200%) of the appropriate wage rate 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 Workers' 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 - Transportation and Job Commuting

- (a) Where an Employer is supplying a company vehicle for transportation to a jobsite, any job within 30 road miles (50 km) from the Employer's shop or place of business shall be considered a zone free of travel time. Employees shall be paid at their regular straight time rate of pay for all time spent traveling to and from the job beyond the said 30 road miles (50 km).
- (b) Where Employees are required to use their own vehicles for transportation to a jobsite, any job within an area of a 10 mile (16.09 km) radius of the Employer's shop or place of business shall be considered a zone of free travel. Employees required to travel beyond the 10 mile (16.09 km) radius but not exceeding 30 road miles (50 km) from the Employer's shop or place of business shall receive a flat rate of ten dollars (\$10.00) per day for expenses. Employees required to travel beyond the 30 road miles (50 km) shall be paid, in addition to the ten dollar (\$10.00) flat rate, their regular straight time rate of pay plus operation expenses of sixty cents (\$0.60) per mile/ thirty-seven and one half cents (\$0.375) per km for all time spent traveling to and from the job beyond the said 30 road miles (50 km).

Clause 6 - Roofer's Apprenticeship and Training Fund

- 6.01 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.
- 6.02 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).
- 6.03 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 7 - Moonlighting

- 7.01 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 8 - Certain Work

- 8.01 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.

8.02 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 9 - Access To Agreement

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

9.02 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 10 - Tools and Protective Clothing

10.01 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	1 crescent wrench (8")
1 pr of gloves	1 hammer
1 safety hat	1 pr combination snips
1 set roofing knives	1 roofers hatchet
1 pointing trowel	1 toolbox or bag
1 measuring rule	

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

10.03 Apprentices after completion of their probationary period (650 hours) shall be expected to obtain an appropriate tool kit.

10.04 Probationary Apprentices shall provide safety hats and gloves.

10.05 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 11 - Training and Certification of Journeymen

11.01 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.

11.02 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 12 - Associated Trade

- 12.01 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.
- 12.02 Journeyman Roofers shall be permitted to apply "gravel stop" simple flashing, gum pots and similar minor sheet metal items used in roofing.
- 12.03 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.
- 12.04 If, in conformity with the above, the Employer hires 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.
- 12.05 All parties agree to respect the regulations pertaining to each trade under the Apprenticeship and Tradesmen's Qualification Act.

Clause 13 - Apprenticeship

- 13.01 A Joint Apprenticeship Committee of the Roofing Industry shall be formed of three (3) members nominated by the Vancouver Island Sheet Metal Contractors' Association and three (3) 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.
- 13.02 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.
- 13.03 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 650 hours of reasonably continuous employment. Upon completion of 650 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.

- 13.04** The term of Apprenticeship shall be not less than thirty-nine hundred (3,900) hours of reasonably continuous employment, including the required hours of supplemental school instruction (120 hours per year minimum).
- 13.05** 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.
- 13.06** When hiring or laying off Apprentices, the Employer shall maintain an equal distribution of Junior and Senior Apprentices.
- 13.07** 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 applicant's qualifications and eligibility, may indenture in accordance with the foregoing provisions.
- 13.08** 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.
- 13.09** Apprentice hours as recorded at the Union office shall be noted on each dispatch sent to Employers. Employers shall be responsible for ensuring rate increases occur as per the schedule in 13.10. When an Apprentice is laid off, the Employer will be responsible for notifying the Union office of all hours worked by that Apprentice from the date of the last remittance form to the date of lay off.
- 13.10** 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:
- Probationary Apprentice Rates:
0000 - 0650 hours, 50% Journeyman rate
- Apprentice Rates:
0000 - 1300 hours, 55% Journeymen rate
1301 - 2600 hours, 65% Journeymen rate
2601 - 3900 hours, 75% Journeymen rate
- First Year Journeymen:
0000 - 1300 hours, 85% Journeymen rate
1301+ hours, 100% Journeymen rate
- * Apprentices signed prior to May 1, 2003 shall not be affected by this change.**
- * Note: For a complete wage rate and benefit breakdown, see Appendix "B".**
- 13.11** Effective May 1, 2003, all Apprentices who have not successfully completed their technical training will contribute sixty cents (\$0.60) per hour into the Roofing Apprenticeship and Schooling Fund. The fund shall track all contributions of individual Apprentices and return those contributions back to said individual Apprentice the week prior to the commencement of technical training.

Clause 14 - Duties of Employees

14.01 It shall be the duty of each Employee to:

- (a) perform a fair days 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 qualifications 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
- (i) work generally in accordance with the spirit of this Agreement governing the Roofing Industry.

Clause 15 - Union Representatives

15.01 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 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.

15.02 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 or his Representative. Permission shall not be unreasonably refused.

Shake and Shingle Addendum

The following Clauses shall apply to Shake and Shingle Work of the Roofing Trade. All Articles contained in the Standard Sheet Metal and Roofing Working Agreement shall be applicable to work performed under this Addendum unless specifically excluded or superseded from operation as noted herein. This Addendum shall form a part of and be appended to the Standard Sheet Metal and Roofing Working Agreement.

Clause 1 - Scope of Work

1.01 "Shake & Single Work" shall be defined as the covering of steep and similar roof frames with unitized materials such as wood, metal shingles, tile, slate and asphalt shingles.

Clause 2 - Employee Classification

2.01 This Agreement will encompass the following two (2) categories of Employees:

Applicator – An Employee possessing a Journeyman Certificate of Qualification for steep roofing, or in the Employer's view possesses equivalent skills.

Material Handler – An Employee whose main duties are roof tear off, clean up, truck driving and packing roofing product on site.

Clause 3 – Wages

3.01	Classification	Wage Rate	Holiday	Health Plan
	Applicator			
	0000 - 800	\$12.97	10%	\$1.50
	0801 - 1600	\$14.32	10%	\$1.50
	1601 - 2400	\$15.39	12%	\$1.50
	2401+	\$16.60	12%	\$2.02
	Roofing Material Handler *			
	0000 - 800	\$10.73	8%	N/A
	8001 - 1600	\$12.10	8%	N/A
	1601 - 2400	\$13.32	10%	\$0.50
	2401+	\$14.19	10%	\$1.50

* Roofing Material Handlers who work on both flat and sloped roofing shall be paid rates as per the terms of the Standard Sheet Metal Working Agreement

3.04 The Employer shall pay to each Employee covered under this Addendum the appropriate Vacation/ Holiday Pay pursuant to the manner specified in Clause 15.03 (b) of the Referenced Standard Agreement.

3.05 Premiums paid by the Employer for Employment Insurance, Canada Pension Plan, and Workers' Compensation coverage shall not be included in nor deducted from the Employee's base wage rate. These employment premiums are the direct and sole responsibility of the Employer.

Clause 4 - Hours of Work

4.01 The Employer may determine the starting time and length of a working day, but Employees shall not be required to work more than ten (10) hours per day. Employees shall not be required to work on Sundays or Statutory Holidays.

Clause 5 - Hiring

5.01 When qualified Shinglers are not available through the Union, the Employer may immediately employ qualified men, provided that the Union is notified of the Employees' names and Social Insurance Numbers. Such Employees shall be dispatched to work on a job by job basis, depending on the availability of qualified Union Members.

Clause 6 - Welfare Fund

6.01 The Employer shall remit to the Trustees of the Island Sheet Metal Workers and Roofers Welfare Fund, an amount of money equal to that stipulated in Clause 3.01 for each hour or part hour of employment for each and every Employee, regardless whether on a Probationary period or not. The Shake & Shingle Applicators and Material Handlers will be eligible to apply to the Plan Administrator for Health & Welfare coverage on a schedule to be determined by the Plan Trustees.

No Slope Roofer, Shake or Shingle Applicator or Roofer Material Handler employed prior to the May 1, 2003 effective date shall have any wage or benefit provisions reduced as a result of this Agreement.

Signed this _____ day of _____ 2003

Signed on behalf of:
Vancouver Island Sheet Metal Contractors' Association

Signed on behalf of:
Sheet Metal Workers International Association, Local 276

Addendum #001

The parties to this Agreement agree that for the purpose of organizing and attracting new signatory companies, Clause 4 - Roofer Work Week, Hours and Overtime of the Roofer Addendum contained within the Memorandum of Agreement dated and sign on the 14th day of May 2003, shall be temporarily amended to read:

Clause 4 - Roofer Work Week, Hours and Overtime

The regular hours of work shall be forty-four (44) hours a week at straight time rates worked Monday through Saturday, with Saturday being optional.

- (a) To assist the Contractor's ability to remain competitive while at the same time maintaining and/or increasing the Employee's ability to secure continued employment, the parties to this Agreement agree that the Employee's straight time hours maybe averaged over 2, 3 or 4 week periods for the purpose of determining the Employee's entitlement, if any, to overtime wages. Hours worked as per Clause 4.02 shall not be included for the purpose of averaging.
- (b) Employers shall notify the Union in writing of their intent to average hours and the start date of the averaging period.
- (c) The Employer will provide on each Employee's pay stub the following averaging information:
 - 1) length of averaging period (2, 3 or 4 weeks)
 - 2) start date of averaging period
 - 3) hours worked to date in averaging period
- (d) After averaging over the stated period (2, 3 or 4 weeks) all hours worked in excess of 44 hours per calendar week shall be considered overtime and paid at the rate of one hundred and fifty percent (150%).

Amend 4.02 to read:

All hours worked in excess of 10 hours per day shall be considered as Overtime. Overtime shall be paid at a rate of one hundred and fifty percent (150%) of the appropriate wage rate for the first two (2) hours of overtime and two hundred percent (200%) of the appropriate wage rate for all hours worked thereafter.

- (a) All hours worked Sundays and Holidays shall be paid at a rate of two hundred percent (200%).
- (b) If by the one year anniversary of the signing date of the Memorandum of Agreement (May 14th, 2004) the revisions in this Addendum have failed to produce a new signatory roofing contractor based on the 44 hour work week, this Addendum shall become void and the existing Clause 4 shall prevail. If by the one year anniversary of the signing date of the Memorandum of Agreement (May 14th, 2004) the revisions in this Addendum have produced a new signatory roofing contractor based on the 44 hour work week, then the terms of this Addendum shall replace the existing Clause 4 of the Memorandum of Agreement.

For the Union:

For the V.I.S.M.C.A.

Appendix "A": 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 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 "B": Wage Schedules (As of September 1, 2003)

Journeyman Sheet Metal Worker Value Package

	Journeyman	"B" Foreman	"A" Foreman
Total Value Package Per Regular Hour	\$35.71	\$38.61	\$40.06
Less: Employer Contributions			
Pension	\$3.08	\$3.08	\$3.08
Health Plan	\$2.44	\$2.44	\$2.44
Apprenticeship	\$0.12	\$0.12	\$0.12
Trade Promotional	\$0.80	\$0.80	\$0.80
Building Fund	\$0.06	\$0.06	\$0.06
Jurisdictional Fund	\$0.01	\$0.01	\$0.01
Joint Adjustment	\$0.01	\$0.01	\$0.01
Rehabilitation	\$0.02	\$0.02	\$0.02
V.I.S.M.C.A	\$0.13	\$0.13	\$0.13
Wage and Holiday			
Regular Hourly Wage	\$25.93	\$28.52	\$29.81
Holiday Pay (12%)	\$3.11	\$3.42	\$3.58

**Apprentice Sheet Metal Worker Value Package
 Agreement #3
 (Signed after May 2003)**

Hours	0000- 800	0000- 1600	1601- 3200	3201- 4800	4801- 6400	0000- 1600 New Journeyman	1601+ Journeyman
Total Value Package Per Regular Hour	\$11.72	\$17.18	\$20.17	\$25.32	\$28.62	\$32.42	\$35.71
Less: Employer Contributions							
Pension				\$2.16	\$2.46	\$2.77	\$3.08
Health Plan		\$1.75	\$1.75	\$1.75	\$1.75	\$2.44	\$2.44
Apprenticeship		\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
Trade Promotional		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Building Fund		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Jurisdictional Fund		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Joint Adjustment		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
V.I.S.M.C.A		\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Wage and Holiday							
Regular Hourly Wage	\$10.66	\$12.75	\$15.42	\$18.09	\$20.77	\$23.27	\$25.93
Holiday Pay (12%)		\$1.53	\$1.85	\$2.17	\$2.49	\$2.79	\$3.11
Holiday Pay (10%)	\$1.06						

**Apprentice Sheet Metal Worker Value Package
 Agreement #2
 (Signed Between May 2000 & May 2003)**

Hours	0000- 800 Prob. Lev 1	0801- 1600 Prob. Lev 2	1601- 2400 1st Yr- Lev 1	2401- 3200 1st Yr- Lev 2	3201- 4000 2nd Yr- Lev 1	4001- 4800 2nd Yr- Lev 2	4801- 5600 3rd Yr- Lev 1	5601- 6400 3rd Yr- Lev 2	6401- 7200 4th Yr- Lev 2	7201- 8000 4th Yr- Lev 2	Journey man
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Total Value Package

Per Regular Hour	\$11.72	\$12.22	\$17.67	\$19.18	\$23.75	\$25.25	\$26.74	\$28.24	\$29.74	\$32.73	\$35.71
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**Less: Employer
 Contributions**

Pension					\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08
Health Plan	\$0.50	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44
Apprenticeship		\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
Trade Promotional		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Building Fund		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Jurisdictional Fund		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Joint Adjustment		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
V.I.S.M.C.A		\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13

Wage and Holiday

Regular Hourly Wage	\$10.66	\$10.66	\$12.58	\$13.92	\$15.25R	\$16.59	\$17.92	\$19.26	\$20.60	\$23.27	\$25.93
Holiday Pay (12%)			\$1.50	\$1.67	\$1.83	\$1.99	\$2.15	\$2.31	\$2.47	\$2.79	\$3.11
Holiday Pay (10%)	\$1.06	\$1.06									

**Apprentice Sheet Metal Worker Value Package
 Agreement # 1
 (Signed Before May 2000)**

Hours	0000- 800 1st Yr- Lev 1	0801- 1600 1st Yr- Lev 2	1601- 2400 2nd Yr- Lev 1	2401- 3200 2nd Yr- Lev 2	3201- 4000 3rd Yr- Lev 1	4001- 4800 3rd Yr- Lev 2	4801- 5600 4th Yr- Lev 1	5601- 6400 4th Yr- Lev 2	Journey- man
Total Value Package Per Regular Hour	\$20.75	\$22.26	\$23.75	\$25.25	\$26.74	\$28.24	\$29.74	\$32.73	\$35.71
Less: Employer Contributions									
Pension	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08
Health Plan	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44
Apprenticeship	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
Trade Promotional	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Building Fund	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Jurisdictional Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Joint Adjustment	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
V.I.S.M.C.A	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Wage and Holiday									
Regular Hourly Wage	\$12.58	\$13.92	\$15.25	\$16.59	\$17.92	\$19.26	\$20.60	\$23.27	\$25.93
Holiday Pay (12%)	\$1.50	\$1.67	\$1.83	\$1.99	\$2.15	\$2.31	\$2.47	\$2.79	\$3.11

Sheet Metal Material Handler Value Packages

Date of Hire	Prior to May/00	After May 00	After May/03	
Hours			0000- 1600	1601+
Total Value Package Per Regular Hour	\$14.56	\$11.72	\$11.72	\$13.47
Less: Employer Contributions				
Health Plan				\$1.75
Wage and Holiday				
Regular Hourly Wage	\$13.00	\$10.66	\$10.66	\$10.66
Holiday Pay (10%)		\$1.06	\$1.06	\$1.06
Holiday Pay (12%)	\$1.56			

Journeyman Roofer Value Package

	Journeyman	"B" Foreman	"A" Foreman
Total Value Package Per Regular Hour	\$33.29	\$35.16	\$35.97
Less: Employer Contributions			
Pension	\$3.08	\$3.08	\$3.08
Health Plan	\$2.44	\$2.44	\$2.44
Apprenticeship	\$0.02	\$0.02	\$0.02
Trade Promotional	\$0.80	\$0.80	\$0.80
Building Fund	\$0.06	\$0.06	\$0.06
Jurisdictional Fund	\$0.01	\$0.01	\$0.01
Joint Adjustment	\$0.01	\$0.01	\$0.01
Rehabilitation	\$0.02	\$0.02	\$0.02
V.I.S.M.C.A	\$0.13	\$0.13	\$0.13
Wage and Holiday			
Regular Hourly Wage	\$23.86	\$25.53	\$26.25
Holiday Pay (12%)	\$2.86	\$3.06	\$3.15

Apprentice Roofer Value Package
Agreement # 2
(Signed After May 2003)

Hours	0000-0650 Probationary	0000-1300 1st Year	1301-2600 2nd Year	2601-3900 3rd Year	0000-1300 New Journeyman	1301+ Journeyman
Total Value Package Per Regular Hour	\$13.15	\$15.99	\$19.00	\$22.92	\$28.14	\$33.29
Less: Employer Contributions						
Pension					\$2.01	\$3.08
Health Plan		\$1.75	\$1.75	\$1.75	\$2.44	\$2.44
Apprenticeship				\$0.02	\$0.02	\$0.02
Trade Promotional				\$0.80	\$0.80	\$0.80
Building Fund				\$0.06	\$0.06	\$0.06
Jurisdictional Fund				\$0.01	\$0.01	\$0.01
Joint Adjustment				\$0.01	\$0.01	\$0.01
Rehabilitation				\$0.02	\$0.02	\$0.02
V.I.S.M.C.A				\$0.13	\$0.13	\$0.13
Wage and Holiday						
Regular Hourly Wage	\$11.96	\$12.95	\$15.41	\$17.97	\$20.22	\$23.86
Holiday Pay (12%)			\$1.84	\$2.15	\$2.42	\$2.86
Holiday Pay (10%)	\$1.19	\$1.29				

Roofer Material Handler Value Package
Agreement # 2
(Hired After May 2003)

Hours:	0000-0800	801-1600	1601-2400	2401-3200	3201-4000
Total Value Package Per Regular Hour	\$13.51	\$14.88	\$17.64	\$19.00	\$22.27
Less: Employer Contributions					
Health Plan			\$1.75	\$1.75	\$2.44
Wage and Holiday					
Regular Hourly Wage	\$12.29	\$13.53	\$14.19	\$15.41	\$17.71
Holiday Pay (12%)			\$1.70	\$1.84	\$2.12
Holiday Pay (10%)	\$1.22	\$1.35			

**Apprentice Roofer Value Package
 Agreement # 1
 (Signed Before May 2003)**

Hours	0000- 0275	0276- 0550	0551- 1100	1101- 1650	1651- 2200	2201- 2750	2751- 3300	Journey man
	Probationary Lev 1	1st Yr- Lev 2	1st Yr- Lev 1	2nd Yr- Lev 2	2nd Yr- Lev 1	3rd Yr- Lev 2	3rd Yr-	
Total Value Package Per Regular Hour	\$19.69	\$20.88	\$23.63	\$25.01	\$27.77	\$30.53	\$31.89	\$33.29
Less: Employer Contributions								
Pension	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08
Health Plan	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44
Apprenticeship	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Trade Promotional	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Building Fund	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Jurisdictional Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Joint Adjustment	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
V.I.S.M.C.A	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Wage and Holiday								
Regular Hourly Wage	\$11.72	\$12.78	\$15.24	\$16.47	\$18.93	\$21.40	\$22.61	\$23.86
Holiday Pay (12%)	\$1.40	\$1.53	\$1.82	\$1.97	\$2.27	\$2.56	\$2.71	\$2.86

Roofer Material Handler Value Package
Agreement # 1
(Hired Before May 2003)

Hours	0000-0800	801-1600	1601-2400	2401-3200	3201-4000
Total Value Package Per Regular Hour	\$13.51	\$14.88	\$18.14	\$19.50	\$22.27
Less: Employer Contributions					
Health Plan			\$2.44	\$2.44	\$2.44
Wage and Holiday					
Regular Hourly Wage	\$12.29	\$13.53	\$14.02	\$15.24	\$17.71
Holiday Pay (12%)			\$1.68	\$1.82	\$2.12
Holiday Pay (10%)	\$1.22	\$1.35			

Sloped Roofer Value Package
 (Effective May 2003)

Hours	0000-800	801-1600	1601-2400	2401+
Total Value Package Per Regular Hour	\$15.74	\$17.22	\$18.70	\$20.56
Less: Employer Contributions				
Health Plan	\$1.75	\$1.75	\$1.75	\$2.44
Wage and Holiday				
Regular Hourly Wage	\$12.72	\$14.07	\$15.14	\$16.18
Holiday Pay (12%)			\$1.81	\$1.94
Holiday Pay (10%)	\$1.27	\$1.40		

Roofer Material Handler Value Package
(Sloped Roof Only)

Hours	0000-0800	801-1600	1601-2400	2401+
Total Value Package Per Regular Hour	\$11.58	\$13.06	\$15.15	\$17.08
Less: Employer Contributions				
Health Plan			\$0.50	\$1.75
Wage and Holiday				
Regular Hourly Wage	\$10.73	\$12.10	\$13.32	\$13.94
Holiday Pay (10%)			\$1.33	\$1.39
Holiday Pay (8%)	\$0.85	\$0.96		

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:

Afco Heating & Sheet Metal

4462 Wellington Road
Nanaimo, B.C. V9A 4T5
Phone (250) 758-3633
Fax (250) 758-3360

Alpha Roofing & Sheet Metal

P.O. Box 70
Brentwood Bay, B.C. V8M 1R3
Phone (250) 544-0169
Fax (250) 544-0159

Amstel Metal Products

1-798 Fairview Road
Victoria, B.C. V9A 5V1
Phone (250) 386-8244
Fax (250) 386-5244

Archie Johnstone

150 Wallace
Nanaimo, B.C. V9R 5B1
Phone (250) 754-2232
Fax (250) 754-2811

Associated Sheet Metal

6820 Kirpatrick Crescent
Victoria, B.C. V8M 1Z9
Phone (250) 652-6628
Fax (250) 652-6023

Aurora Roofing

Box 70
Coombs, B.C. V0R 1M0
Phone (250) 248-2202
Fax (250) 248-3217

C.R. Metal Fabricators

1970-17th Street
Campbell River, B.C. V9W 4L9
Phone (250) 286-6313
Fax (250) 286-6122

Cam Air Systems

1850-17th Street
Campbell River, B.C. V9W 4I6
Phone (250) 287-4939
Fax (250) 287-9093

Central Sheet Metal

2845 Roberts Street
Duncan, B.C. V9L 6W3
Phone (250) 746-9446
Fax (250) 746-7668

Econo Heating

Box 724
Nanaimo, B.C. V9R 5M2
Phone (250) 758-9333
Fax (250) 758-3338

G&G Roofing

Po Box 1049, Station A
Nanaimo, B.C. V9R 5Z2
Phone (250) 753-4913
Fax (250) 753-2823

Glair Industries

Box 1909
Ladysmith, B.C. V0R 2E0
Phone (250) 245-2827
Fax (250) 245-2891

Harmon Roofing

Rr#3, Site 312,C-20
Courtenay, B.C. V8M 5M8
Phone (250) 338-1218
Fax (250) 337-1876

Hygienic Insulations

4656 Margaret Street
Port Alberni, B.C. V9Y 6H2
Phone (250) 723-1900
Fax (250) 723-1922

Inter-Kraft Contracting

2365 Godfrey Road
Nanaimo, B.C. V9S 3S8
Phone (250) 753-2897
Fax (250) 753-6338

J.B. Sheet Metal

32-6598 Bryn Road
Saanichton, B.C. V8X 3X1
Phone (250) 652-1786
Fax (250) 652-3303

M. Griffin

941 View Street
Victoria, B.C. V8V 3X1
Phone (250) 382-5159
Fax (250) 382-2515

Nanaimo Sheet Metal

1871 East Wellington Road
Nanaimo, B.C. V9R 5K3
Phone (250) 754-4311
Fax (250) 754-8913

Playsted Sheet Metal

806 Devonshire Road
Victoria, B.C. V9A 4T4
Phone (250) 382-2164
Fax (250) 382-6823

Robertson Sheet Metal

3701 Sooke Road
Victoria, B.C. V9B 5B4
Phone (250) 391-7883
Fax (250) 391-7884

Russ Nelson Roofing

2981 Moray Avenue
Courtenay, B.C. V9N 7S7
Phone (250) 338-5171
Fax (250) 338-1382

Shoreline Blower

Box 699
Parksville, B.C. V9P 2G7
Phone (250) 248-8544
Fax (250) 248-8544

Stephens Sheet Metal

4921 Bute Street
Port Alberni, B.C. V9Y 3M2
Phone (250) 723-2116
Fax (250) 723-1144

Swanson Sheet Metal

543 David Street
Victoria, B.C. V8T 2C7
Phone (250) 388-6521
Fax (250) 383-6087

Tirling Sheet Metal

528 William Street
Victoria, B.C. V9A 3Y9
Phone (250) 381-5115
Fax (250) 381-2216

Universal Sheet Metal

834 Devonshire Road
Victoria, B.C. V9A 4T4
Phone (250) 385-6711
Fax (250) 385 5584

Westwood Metals

1710a Fleet Place
Nanaimo, B.C. V9S 5M2
Phone (250) 758-1158
Fax (250) 758-1134

**Sheet Metal Workers
International Association
Local No. 276**

Union Office Location:

3947-A Quadra Street

Victoria, B.C.

V8X 1J5

Phone: (250) 727-3458

Toll Free at:

1-800-448-4177

Fax: (250) 727-7154

E-mail: smwia276@shaw.ca

Web site: www.smwia276.ca

Meetings

Regular Meetings: 1st Thursday of each month

Location: U.A. Hall, 919 Esquimalt Road, Victoria

Time: 7:30 p.m.

Disclaimer

This book and its contents have been provided as a reference for members of Sheet Metal Workers International Association, Local 276 and members of the Vancouver Island Sheet Metal Contractors' Association. In the event of an error or misprint, the signed Agreements and/or Memorandums that combine to make up this printed version of the Agreement shall take precedence over the contents of this book.



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Introduction

The Island Sheet Metal Workers and Roofers Pension Plan was established on April 1, 1968 for the benefit of the members of Local 276. Since then the Plan has been improved from time to time to provide better pensions at retirement, benefits for disabled members and increased protection for survivors in the event of the death of a member.

A Board of Trustees administers the Plan.

While the overall responsibility for the administration of the Plan lies with the Trustees, who are elected by the Plan Members, the Trustees make use of professionals such as Actuaries, Accountants and Investment Consultants in managing the Plan.

The employers contribute to the Plan, on behalf of the eligible members an amount set out in the current collective agreement, for every hour of employment.

The following text is a summary of the Plan Document. The official text is available for examination at the Pension office. In the event of any inconsistency or misunderstanding, the benefits will be administered according to the Plan Document and applicable legislation.

Basic Facts about the Plan

The name of the pension plan is: The Island Sheet Metal Workers and Roofers Pension Plan

The Pension Plan is a Defined Benefit Plan

The Plan is registered with the B.C. Pension Standards Branch Registration #P085231 and with Revenue Canada Registration #0555151.

The Pension Plan is non-contributory. It does not and can not accept any direct contributions from a member.

Effective May 1, 2000 the contribution rate to the plan is \$3.08 per hour.

Normal retirement age under the plan is 65, however participants can retire as early as age 55. Reductions are applied to the accrued pension for retirement between the ages of 55 and 60. No reduction is applied to the accrued pension if the participant is age 60.

A Pension under this Plan is defined as a Family Asset under the Family Relations Act of BC.

Joining the Plan

The Collective Agreement that covers every union member requires Employer contributions be made to the Plan. You will be enrolled in the Plan when contributions are received by the Plan on your behalf. Each month your Employer will remit the hours worked by you to the plan office along with the required contributions. The contribution rate is determined by the collective agreement that is in effect at the time the hours are worked. Each hour worked is credited to your pension plan.

Becoming Vested

Vesting – A pension benefit vests when the member acquired an unconditional entitlement under the pension plan to receive a pension from the Plan on retirement. Effective January 1, 1998 a member becomes vested after two years of continuous employment. A year of continuous employment is earned when a minimum of 350 hours is worked in a calendar year.

Vesting with the Plan is based on your **Credited Service** with the plan.

Credited Service

From April 1, 1968 to December 31, 1983 in order to become vested a member must have had 10 years

of credited service. The ten-year period was reduced and effective from January 1, 1984 to December 31, 1997 a member must have had 5 years of credited service in order to be vested. Effective January 1, 1998 a member must have 2 years of credited service with the plan in order to be vested.

Credited Service is determined as follows.

Past Service: Prior to April 1, 1968

When the Plan was established in April 1968, the Trustees of the plan determined that the active members at that time would be entitled to past service credits in the plan based on their membership with the union prior to April 1, 1968. Members who were employed with a signatory employer on Vancouver Island were granted up to 10 years of past service credits.

Current Service:

April 1, 1968 – December 31, 1992

One year of credited service was earned for each plan year in which a member was credited with 1200 hours or more of employment. Between April 1, 1968 and December 31, 1973, if you did not work 1200 hours in the plan year, the hours worked were pro-rated. If you worked at least 900 hours but less than 1200 hours you were credited with three-quarters of a year's credited service. If you

worked at least 600 hours but less than 900, you received one half of a year of credited service. If you worked at least 300 hours but less than 600, you received one quarter of a year. If the hours worked were less than 300 in the year, no credited service was given, however those hours were carried forward to the next year to determine the credited service in that next year.

From January 1, 1974, to December 31, 1992, if the number of hours worked in a plan year was less than 1200 and then 1/12 of a year's credited service was counted for each 100 hours.

Beginning January 1, 1993: One year of credited service is granted for each plan year in which the member works at least 350 hours under the terms of the Plan.

Your Benefit at Retirement

Accrued Pension:

Your accrued pension is based on the total hours worked and reported on your behalf. The amount of pension you will receive is based on a formula of hours worked as follows:

From inception to December 31, 1973 – a monthly pension of \$21.00 for each full year and a proportionately reduced amount for any partial year of credited service

From January 1, 1974 to December 31, 1981 - a monthly pension of \$1.65 for each 100 hours worked in each plan year.

From January 1, 1982 to December 31, 1988 - a monthly pension of .0165¢ for each hour worked in each plan year.

From January 1, 1989 to December 31, 1990 - a monthly pension of .03¢ for each hour worked in each plan year.

From January 1, 1991 to December 31, 1997 - a monthly pension of .04¢ for each hour worked in each plan year.

From January 1, 1998 onward –

A monthly pension of .05¢ for each hour worked in each plan year.

On May 1, 1998 the trustees of the plan approved a 30% increase for all participants in the plan for accrued benefits to December 31, 1997.

Further improvements may be granted in the future based on the performance of the fund, subject to actuarial valuations.

Examples of pension accrual are shown at the back of this booklet.

Pension Payments

Normal Form:

The normal form of pension is a life annuity, guaranteed for a minimum of 60 months. Should you die prior to receiving sixty monthly pension payments, the payments would continue to your beneficiary for the remainder of the sixty monthly period, or a lump sum payment equal to the present value of the remaining payments would be made.

Mandatory Form:

If you have a spouse, B.C. pension legislation requires that your pension be paid in a form that

guarantees that a pension of at least 60% continues to your spouse should you predecease her. Your spouse may waive her right to this option, in which case you may elect to receive your pension in the normal form or any of the optional forms available.

Optional Forms:

If you do not have a spouse, or if she has waived her rights to a 60% survivor pension, then you may elect to receive your pension as a straight life annuity with no guaranteed period, or you may wish to have a guaranteed period of 10 or 15 years. You can also elect a pension that gives your spouse more than 60% of your pension if you predecease her.

In the case of early retirement, you may elect to increase the amount you receive prior to the commencement of OAS or Canada Pension. An option sheet will be provided to you prior to your retirement so that you can choose the most appropriate one for your situation.

Your first pension payment will be made at the end of the month following your retirement. The payment can be made directly to you or by automatic direct deposit, to your bank account.

Disability Benefits:

If you have at least two years of credited service with the Plan, you may apply for pension benefits if you become totally and permanently disabled. The disability pension would be based on your accrued pension to the date of disability. You may also be eligible for a supplemental disability pension; if you had accumulated at least 1,000 hours of covered employment in the 24 months immediately prior to the date of disability.

In the event of death:

In the event of your death after retirement, benefits would be paid according to the form of pension you had selected at retirement.

In the event of your death before retirement, if a spouse survives you, then your spouse would be entitled to an immediate monthly pension for the remainder of her lifetime, which is equal to 50% of your total accrued pension.

On February 20, 2001 the Trustees for the Vancouver Island Sheet Metal Workers' and Roofers' pension plan passed a motion to increase the monthly pension benefit paid to a spouse, in the event of a members death before retirement, from the current 50% of the members total accrued pension to 60%.

The implementation of this motion is subject to approval of the BC Pension Standards Branch.

If you are not survived by a spouse but by one or more dependents, then they would receive a monthly pension shared equally between them, equal to one-half of your accrued monthly pension until they have reached the age of 18.

If you are not survived by a spouse or any dependents then your designated beneficiary or estate will be paid a lump sum equal to the present value of 60 monthly pension payments of 50% of the accrued pension you had earned.

Termination of Plan Membership:

If you do not complete at least 350 hours of covered employment in two consecutive calendar years, your membership in the plan will be terminated. Upon termination you will receive a statement from the Plan describing the options available to you. If you are not vested with the plan, you will lose all rights and credits under the plan. If you are vested with the plan, you may request a transfer value equal to the actuarial present value of your accrued pension.

Marriage Breakdown;

Any pension accrued under this plan is subject to applicable provincial property law. A member in

the Plan may assign all or part of his accrued pension to his spouse as determined by the legal agreement reached between them. Under the Family Relations Act the spouse of the member can apply to the plan to become a Limited Member of the Plan and be eligible to receive a pension. Current legislation requires that specific forms must be filed with the plan in order to divide the pension.

Plan Statements:

Annual Statement:

Each year, usually in February the Plan office will issue you a statement that shows your pension earned to December 31st of the previous year, along with other information about your status in the plan.

Statement on Termination of Membership

If your membership in the plan is terminated, (after two calendar years with less than 350 hours) you will be provided with a statement regarding your status and entitlements under the plan.

Retirement Statement

In the year prior to your retirement you should contact the plan office to receive a statement of the options available to you and other information which you may require in order to make the most informed decision regarding your retirement.

Example of Pension Accrual - # 1

A member is first covered on April 1, 1968 at age 27 and retires from the industry at age 60 on April 1, 2001. He would receive his first pension payment on April 30, 2001.

He was credited with 6 years of past service

Past Service

6 years @ \$21.00 \$ 126.00

Current Service

Year	Hours	Pension Credits	
1968	1450	1 full year	\$ 21.00
1969	1700	1 full year	\$ 21.00
1970	1800	1 full year	\$ 21.00
1971	1380	1 full year	\$ 21.00
1972	1560	1 full year	\$ 21.00
1973	1295	1 full year	\$ 21.00
1974	1650	16 x 1.65	\$ 26.40
1975	1900	19 x 1.65	\$ 31.35
1976	1500	15 x 1.65	\$ 24.75
1977	1605	16 x 1.65	\$ 26.40
1978	790	7 x 1.65	\$ 11.55
1979	680	6 x 1.65	\$ 9.90
1980	1270	12 x 1.65	\$ 19.80
1981	1410	14 x 1.65	\$ 23.10

1982	1525	1525 x .0165	\$ 25.16
1983	1390	1390 x .0165	\$ 22.93
1984	1277	1277 x .0165	\$ 21.07
1985	1680	1680 x .0165	\$ 27.72
1986	1195	1195 x .0165	\$ 19.71
1987	1316	1316 x .0165	\$ 21.71
1988	680	680 x .0165	\$ 11.22
1989	1210	1210 x .03	\$ 36.30
1990	1400	1400 x .03	\$ 42.00
1991	1290	1290 x .04	\$ 51.60
1992	1200	1200 x .04	\$ 48.00
1993	1430	1430 x .04	\$ 57.20
1994	980	980 x .04	\$ 39.20
1995	1108	1108 x .04	\$ 44.32
1996	1067	1067 x .04	\$ 42.68
1997	700	500 x .04	\$ 28.00
May 1, 1998 – 30% bonus			\$289.22
1998	400	400 x .05	\$ 20.00
1999	698	698 x .05	\$ 34.90
2000	720	720 x .05	\$ 36.00
2001	343	343 x .05	\$ 17.15

Total Monthly Pension \$ 1,361.34

This amount would be payable for life, with a guaranteed period of 60 monthly payments.

Example of Pension Accrual - #2

The plan begins receiving contributions for a member at age 25 in January 1992. He is not entitled to any past service credit. He works steadily to retirement at age 60, each year working 1600 hours.

Current Service

Year	Hours	Pension Credits	
1992	1600	1600 x .04	\$ 64.00
1993	1600	1600 x .04	\$ 64.00
1994	1600	1600 x .04	\$ 64.00
1995	1600	1600 x .04	\$ 64.00
1996	1600	1600 x .04	\$ 64.00
1997	1600	1600 x .04	\$ 64.00
May 1, 1998 – 30% increase			\$115.20
1998	1600	1600 x .05	\$ 80.00
1999	1600	1600 x .05	\$ 80.00
2000	1600	1600 x .05	\$ 80.00

If we assume that he continues working for the next 26 years @ 1600 hours per year and earns a monthly pension credit of \$80.00, then he would earn:

$$\text{\$ } 80.00 \times 26 = \text{\$ } 2,080.00$$

Total projected monthly pension upon retirement would be

\$ 2,819.20

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Introduction

The Island Sheet Metal Workers and Roofers Welfare Plan has been designed for the members of Local 276. . A Board of Directors administers the Plan.

The employers contribute to the Plan, on behalf of eligible members, an amount set out in the current collective agreement for every hour of employment. Employers and their office staff may also participate in the Plan as Associate Members.

The following text is a summary of the Plan Document. The official text is available for examination at the Welfare office. In the event of any inconsistency or misunderstanding, the benefits will be administered according to the Plan Document and the applicable contracts issued by participating insurance companies.

Please read through this booklet carefully so that you can fully understand how the Plan works for the benefit of yourself and your family.

THE PLAN

Your Health and Welfare Plan consists of the following:

1. Medical Services Plan of BC
2. Group Life Insurance –
Member - \$60,000.00
Spouse - \$10,000.00
3. Accidental Death & Dismemberment – up to \$60,000.00
4. Dental
Plan A – Basic Procedures – 100%
Plan B – Crowns & Bridges – 80%
Plan C – Orthodontics – 70%
(Plan C maximum \$3,500.00)
5. Extended Health
6. Wage Indemnity – EI maximum, (integrated with EI) payable for 26 weeks
7. Bereavement – 3 days maximum
8. Jury Duty/Court Leave – 10 day maximum

Eligibility for Coverage

Any member of Local 276 covered by a collective agreement, which requires contributions to the Welfare Plan, is eligible for coverage. Employers signatory to Local 276 and the office staff of such employers may join the Plan as Associate Members. Any person who has attained age 65 is not eligible to join the Plan as an Associate Member.

Eligible Dependents

The following dependants are eligible for coverage:

1. The spouse or common law spouse of a covered member. Common law is defined as co-habituating in a marriage like relationship for a minimum of six months.
2. Any child or stepchild, legally adopted child or legal ward of the member who is unmarried and a dependent of the member.

For coverage with BC Medical, the child must be under the age of 19, or between the ages of 19 to 25 and in full time attendance at a school or university.

For Dental and Extended Health coverage the child must be under the age of 21, or between the ages of 21 to 25 and in full time attendance at a school or university.

QUALIFYING FOR BENEFITS:

Sheet Metal Apprentices

Under the terms of the current collective agreement effective May 1, 2000, benefits are set out for apprentices depending on the hours they have worked. Apprentices in their probationary period, who have worked less than 800 hours, are not eligible for benefits under this plan. Employers will begin remitting payments on behalf of Sheet Metal Apprentices upon completion of 800 hours. These payments will provide basic coverage for BC Medical. Once an apprentice has completed 1601 hours, their employer will begin remitting all funds due under the welfare plan and the apprentice will become eligible for benefits as set out below.

Regular Members:

In order to be eligible for benefits, a member must have worked and had reported by their employer, 260 hours within a six month period.

Once eligible, the Welfare office will send out the necessary enrolment forms for Plan coverage. These enrolment forms, along with required documentation must be completed and returned within the time stipulated, to the Administrator of the Welfare Plan.

COMMENCEMENT OF COVERAGE

Coverage will begin on the first of the month following the month in which the necessary enrolment cards are completed and returned to the Plan office.

Identity cards for Dental and Extended Health coverage will be sent out. BC Medical will issue you a new “Care Card” only if you have never been enrolled with BC Medical or if there have been changes to your personal information, otherwise you can continue to use the permanent card issued by BC Medical.

Hour Bank

Each member has an “Hour Bank” account. When you are employed, your employer must remit to the Welfare Plan, the hours you have worked each month, along with the funds as set out in the collective agreement. These hours are

due in the Welfare Plan office by the 15th day of the month following that in which they are worked. (As an example hours you work in May are received in this office on June 15th.) Each month hours reported for you are deposited to your welfare “hour bank” When you are covered under the plan, 130 hours are withdrawn from your “hour bank” account each month in order to provide for your coverage. Members can accumulate a maximum of 1,440 hours in their account. The accumulated hours may be used during periods of poor employment, illness or vacations. Any hours in excess of 1,440 are transferred to the Welfare General Account.

Maintaining Coverage

Once enrolled on the Plan, your coverage is maintained as long as you have sufficient hours in your hour bank. Should your hour bank drop below 130 hours, you may maintain coverage by “self - payment”. An information letter setting out options and eligibility along with a bill are sent out at the beginning of each month to those members who have insufficient hours. Coverage will continue provided payment is received in the Welfare Plan office by the 20th day of the billing month. Members can “self-pay” for coverage for up to six

continuous months. At that time coverage with the Plan will cease.

Maintaining Coverage – Roofing Material Handlers –

In order to maintain coverage, Roofing Material Handlers must have regular employment with an employer signatory to our collective agreement.

TERMINATION OF COVERAGE

Coverage will terminate when your hour bank falls below 130 hours and the welfare office does not receive the required payment, or when you have self paid for coverage for the maximum period of six consecutive months.

Retirement

Upon retirement, a member is no longer eligible for coverage under the Welfare Plan. Coverage will cease at the end of the month in which you retire.

Suspension of Union Membership

If you are suspended as a union member from Sheet Metal Workers International Association, Local 276, and are covered by the Plan, coverage may continue for the month in which such suspension takes place provided that there are sufficient hours in your hour bank. Coverage will

cease at the end of that month. Any remaining hour bank balance will be maintained for a period of one year. After that time the hour bank balance will be transferred to the Welfare General Account.

Withdrawal from Union Membership

If you are issued and maintain a valid withdrawal card from Sheet Metal Workers International Association, Local 276, you may continue to be covered for the month in which the withdrawal card is issued.

Transfer Card

If you transfer from this Local to another within the International Association, you may continue to be covered for the month in which your transfer takes place. You may also be covered for an additional two months, provided there are sufficient hours in your hour bank. Any balance in your hour bank may be transferred to your new local upon the written request of that local's administrator.

Conversion

If your coverage with this plan is cancelled, you must contact the Medical Services Plan of BC in

order to be covered for basic medical. In addition, a member or former member covered under our plan is entitled to convert to one or more of the individual plans (Life Insurance, Dental, Extended Health) offered directly through the Insurance company. In order for you to be eligible, please contact the insurance company within 31 days of the date of the cancellation of your coverage. Please contact the Welfare Plan office for further information.

REINSTATEMENT OF COVERAGE

If your coverage is cancelled, you must requalify for coverage as set out in “**Qualifying for Benefits**”

MEMBERSHIP RESPONSIBILITIES

When completing your enrolment cards, you must list all eligible dependants that you want covered. If you wish to add a dependent after coverage has started we may require proof of insurability. If you wish to add a common law spouse after your coverage has started there will be a three month waiting period.

If you receive a notice for self-payment of coverage do not ignore it. If you think it is incorrect, contact the Plan administration office immediately.

If a required payment is not received, this office must assume you do not wish to continue coverage and your coverage will be cancelled. In order to re-enrol, you must requalify as set out above.

All changes made to your coverage must be done through the Welfare Plan office.

Please keep the Welfare Plan office advised of any change of address.

If you lose your ID cards, please contact this office for replacements. BC Medical will replace a Care Card for a fee of \$10.00. If you need to replace a care card please contact this office for an order form.

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NOTIFICATION OF PLAN CHANGES

The directors of the Welfare Plan have the right to make changes to the Plan that they deem necessary. If changes are made to the Plan, written notification will be sent by regular mail to your last recorded address as shown in the Administrators records. Notification will be deemed to have been given at the earlier of:

1. actual receipt of notification
2. 72 hours following the mailing of such notice.

General Information

Please keep your own pay slips. Errors may occur in reporting, tabulating or entering your hours.

Keep a record of your employers; their address and hours worked each month.

If you have any questions regarding the general operation of the Welfare Plan or information regarding entitlement to benefits don't hesitate to contact the Union office.

You can reach us at:

Phone # (250) 727-3458

Fax # (250) 727-7154

Toll Free # 1 800-448-4177

Address:

3947A Quadra St., Victoria, BC V8X 1J5

email:

Qualifying and Maintaining Coverage as an Associate Member

An employer who is signatory to a collective Agreement with the Sheet Metal Workers International Association Local 276 may apply to the Administrator for coverage under the Plan. Full time office staff of that employer may apply for coverage provided they have been employed for a minimum of three full calendar months.

At the time of applying for coverage each application must be accompanied by two months premiums. Coverage will begin on the first day of the month following the month in which the Administrator of the Plan receives the premiums and enrolment cards. The directors of the Plan will set the monthly premiums. To maintain coverage as an associate member, monthly premiums must be received each month following the month of enrolment. All Associate Members must be actively at work for the signatory employer. If an associate member leaves the active employment of a signatory employer, their coverage will continue for that month plus one additional month. At that time coverage will be cancelled. Coverage will also be cancelled should the necessary monthly premiums not be received.

Coverage for an Associate Member does not include the following:

- 1. Wage Indemnity**
- 2. Bereavement**
- 3. Jury Duty/Court Leave**

Life Insurance

In the event of your death, your named beneficiary or estate will receive payment of the amount of your Group Life Insurance as follows:

To and including age 64	\$60,000.00
Age 65 and over	\$ 5,000.00

Please ensure that your beneficiary card is kept up to date with the Welfare Plan office.

Conversion Option

If your coverage terminates while this policy is in force, or if this policy is terminated and you have been covered for a least five years, you may, on or before your 65th birthday, apply to the insurance company for a standard individual insurance policy. Your application must be made within 31 days of the termination.

Waiver of Premium

Should you become totally disabled prior to your 65th birthday and remain in that condition for a period of 6 months, your life insurance will, with satisfactory proof of total disability, be continued without payment of premiums.

Please contact the welfare plan office for further information, should either of the above situations arise.

Spousal Life Insurance

Should you lose your spouse through death from any cause you may receive the life insurance of \$10,000.00. Please make sure to have your spouse complete and sign the beneficiary cards sent out with your enrolment package, designating you as beneficiary.

Spousal life insurance benefits terminate:

- a. When the member's coverage terminates
- b. On the date the spouse no longer qualifies as a spouse as defined under this benefit.
- c. On the date your spouse attains age 65.

Accidental Death and Dismemberment

If death or dismemberment should occur while you are covered by the Plan, you will be eligible for a maximum benefit of \$60,000.00, reducing to \$5,000.00 upon attaining age 65, terminating upon attaining age 70, as follows.

Loss of Life	100%
Both hands or both feet	100%
Entire sight of both eyes	100%
One hand & one foot	100%
One hand & entire sight of One eye	100%
One foot & entire sight of One eye	100%
Speech & hearing	100%
One arm or one leg	75%
One hand or one foot	66 ² / ₃ %
Entire sight of one eye	66 ² / ₃ %
Speech or hearing	50%
Thumb and index finger of Same hand	33 ¹ / ₃ %
Quadriplegia	100%
Paraplegia	100%

The benefit for loss of life will be paid to your named beneficiary or estate. The payment of any other loss will be made to you.

Exceptions

No benefit will be payable due to any loss caused by suicide, self-inflicted injury, or self -inflicted injury sustained while intoxicated with a blood alcohol level of .08% or higher or under the influence of any narcotics unless administered by a physician. No benefit is payable if committing or attempting an assault or criminal offence.

Dental

Your dental coverage is made up of three parts:

1. Plan A, covers basic procedures
2. Plan B, covers crowns and bridges
3. Plan C, covers orthodontics

Once covered by the Plan, inform your Dental office that you are a member of a dental care plan and show your identification card. It is important that you ask your dentist if the Plan will cover the entire cost of your treatment. The payments that your plan will make are based on a fee schedule. If your dentist charges more than the fee schedule, you will be responsible for any difference.

Most dentists will bill the insurance company directly for the services performed; however they may wish you to make the payment and have the insurance company reimburse you. If the dentist require that you make the payment directly, make sure he provides you with the necessary claim form indicating the services rendered. You must then send the claim form to the insurance company for reimbursement.

The following dental services are covered.

Plan - A

Basic Restorative and Preventative Service

The dentist or member will be reimbursed 100% for all *eligible* expenses incurred under Plan A of the dental coverage.

Members and Dependants are entitled to the following dental services when performed by a dentist.

Diagnostic Services: Those basic procedures necessary to assist the Dentist in evaluating the existing conditions to determine the required dental treatment including:

- Standard exam - 2 per year
- consultations - 2 per year
- X-rays - limited to the equivalent of one full mouth series per year.

Preventative Services: Those basic procedures necessary to prevent the occurrence of oral disease including:

- cleaning - 2 per year
- topical application of fluoride - 2 per year
- fixed space maintainers.

Surgical Services: Those basic procedures necessary for the extraction of teeth and other basic

surgical procedures normally performed by a dentist.

Restorative Services: The basic procedures necessary to restore tooth surfaces broken down as a result of decay. Included are

- Fillings limited to five surfaces or the dollar equivalent per tooth in a two year period.
- Stainless steel crowns, once per tooth in a five year period.
- Gold onlays - once per tooth in a five year period, only when three or more surfaces of the tooth are to be restored, and one or more cusps are missing. (pre-approval from the insurance company is required for this service)

Prosthetic Repairs: Services included are

- removal and recementation of fixed appliances
- repair, rebase, and relines of removable appliances

Endodontics: Services included are

- treatment of diseases of the pulp chamber and pulp canal, once per tooth per lifetime of patient
- root amputation

Periodontics: Services included are

- treatment of diseases of the gum and bones surrounding and supporting the teeth.

Plan B

Major Restorative Services

The dentist or member will be reimbursed 80% of eligible expenses incurred under Plan B of the Dental Coverage

Eligible expenses include the following services required for replacement of missing teeth or the major reconstruction of decayed teeth where basic restorative methods cannot be used satisfactorily;

- Partial dentures
- Complete upper and lower dentures
- Veneers, crowns and bridges

Limitations:

Only one Plan B services on the same tooth will be covered in a five year period

No benefit is payable for the replacement of lost, broken or stolen dentures

Veneers, crowns and bridges will be paid only when decay is evident on pre-treatment x-rays.

Plan C

Orthodontics

The dentist or member will be reimbursed 70% to a maximum of \$3,500 per member or dependent under Plan C of the dental coverage.

Benefits shall be payable for those services described as Orthodontics and listed in the fee guide of the College of Dental Surgeons of BC

No benefit is payable for the replacement or repair of appliances which are lost, broken or stolen.

Claims procedure.

The normal procedure for payment of orthodontic treatment is follows:

The orthodontist submits a plan of the anticipated treatment needed along with the cost of the treatment to the insurance company for approval.

Most orthodontists will require payment from you directly. The dental office will provide an orthodontic claim form or receipt, which you must submit to the insurance company for reimbursement. The insurance company will supply a new claim form when they mail the reimbursement cheque to you

There is an initial fee for records, photos and diagnostic models, with the balance of fees due prorated over the months of the treatment period.

If you pay the full amount to the dentist in advance, the eligible expenses will be prorated over the months of the treatment period. Payment made by the insurance company will be made on a monthly basis until the maximum is reached or the treatment is completed.

Emergency Treatment

If while travelling outside the province, you require emergency dental care, you are entitled to the services of a qualified Dentist and will be reimbursed up to the amount that this Plan would have paid had the services been rendered inside the province. Itemised statements must be provided with all such claims.

Exclusions:

This Plan does not provide coverage for-

Charges for broken appointments, oral hygiene or nutritional instruction, completion of forms or reports or communication costs.

Procedures performed for congenital malformations or for purely cosmetic reasons.

Incomplete, unsuccessful or temporary procedures.

Recent duplication of services by the same or different dentists.

General anesthetic, unless required for services performed by an oral surgeon

Charges for drugs, pantographic tracing, osseous or tissue grafts, implants and or services performed in conjunction with implants.

Extended Health Benefits

The Extended Health Benefits Plan is designed to assist members in paying for specific services and supplies.

Benefits include:

1. Hospital room accommodations or charges for a semi-private or private room.
2. Emergency ambulance services
3. Drugs and medicines - which legally require a prescription from a physician or dentist
4. Fees of a Physiotherapist or Massage Practitioners to a combined maximum of \$500.00 per calendar year
5. Chiropractor or naturopath to a combined maximum of \$500.00 per calendar year
6. speech language pathologist to a maximum of \$500.00 per year
7. Counsellor registered with the BC Association of Clinical Counsellors or Clinical Psychologist to a combined maximum of \$500.00 per calendar year.
8. Acupuncture treatments to a maximum of \$500.00 per calendar year.
9. Dental treatment required after an accidental injury.
10. Medical Aids and Supplies including:
 - diabetic testing supplies, needles and syringes

- ostomy and ileostomy supplies
 - walkers, canes, crutches, splints and casts.
 - oxygen, blood, and blood plasma
 - rigid support braces & permanent prostheses.
11. When prescribed by a physician or podiatrist, custom fitted orthopedic shoes to a maximum in a calendar year of \$400.00 for an adult and \$200 for a dependent child
 12. Foot orthotics, to a maximum of \$250.00 per calendar year.
 13. Standard Medical Equipment including:
 - manual wheelchairs, hospital beds.
 - medical monitors
 - bi-osteogen systems
 - breathing machines
 14. Corrective lenses and frames or contact lenses to a maximum of \$200.00 per calendar year.
 15. Eye examinations \$75.00 every two calendar years per person.

Emergency Benefits Outside the Province

While a member or dependent is travelling outside the province, benefits are payable for the following eligible expenses incurred in an emergency only when order by a physician.

- ambulance
- hospital rooms charges to a maximum of 90 days If reasonably possible, notify the insurance company within five days of admission.
- Services of a physician, lab and x-ray services

■ Prescription drugs

MEDEX. This benefit provides assistance to members in case of travel related emergencies. The special ID Card you have been issued has emergency numbers you can contact for assistance including:

- Locating appropriate medical care
- Investigating, arranging and coordinating medical evacuations and related transportation needs.
- Replacing lost passports, locating qualified legal assistance or arranging interpreters.

How to submit a claim.

Claims should be submitted to the insurance company as soon as you have sufficient receipts. The normal turn around time is three weeks, however claims submitted from January to the end of April can take up to six weeks due to the large volume of claims. When you or your covered dependents have accumulated eligible expenses, obtain a claim form from the Welfare Plan office. Follow the instructions on the form, and send all original receipts. We would advise you to keep a copy of

your completed claim form. Members who have coverage with another insurance carrier should retain a photocopy of all receipts prior to submitting them to the insurance company as the original receipts will not be returned.

Pharmacare:

Pharmacare is the BC Government plan that reimburses 70% of eligible expenses in excess of a deductible, currently \$1000. per year. Eligible expenses covered by Pharmacare include:

- Drugs prescribed by a physician
- Insulin, needles and syringes for insulin dependent persons with diabetes
- Blood glucose monitoring strips
- Certain Ostomy supplies

When you purchase prescription drugs, the pharmacist electronically submits all the information to Pharmacare. This electronic system is known as **PharmaNet**. It immediately lets you know the amount of the prescription that will be covered by Pharmacare. A receipt will be issued by the pharmacist, indicating the amount, if any paid by pharmacare and the amount paid by the member. To claim the amount not paid by Pharmacare submit the receipt with a completed claim form to the Extended Health Department of the Insurance Company. **“Direct Pay Drugs”**

Wage Indemnity

Benefits will be paid to a member who, as a result of non-occupational injury or illness, (with some exceptions) becomes disabled while covered with the Welfare Plan. If you are eligible for EI Medical benefits you must claim them first. The benefit will commence on the first day following a 17 week waiting period, and is payable for a maximum of 26 weeks. If you are not eligible for EI benefits the benefit will commence following a two week waiting period and is payable for a maximum of 26 weeks. The weekly benefit is equal to the current Employment Insurance maximum.

To claim this benefit you must be unable to work and under the care of a Physician. Contact the Welfare Plan office for a claim form, complete the "Claimants Statement" and have your doctor complete the "Physicians Statement" Return the form to the Welfare Plan office for authorization and we will forward it to the insurance company for payment.

Third Party Liability: If you receive benefits under this Plan for loss of income for which there may be a claim against a third party (for example WCB or ICBC) you will be required to complete a Reimbursement Agreement. This will entitle the Plan to be reimbursed for any benefits paid by the Plan which have been recovered from a third party.

Bereavement

Where a member is covered under the Plan, and must be absent from work because of a death in his immediate family, he may be eligible for bereavement leave at his regular rate of pay for a maximum of three days, for the purpose of attending or arranging the funeral.

The immediate family is defined as, parents or step parents, spouse or common-law spouse, children, brother, sister, mother or father in law, sister or brother in law, grandparents or grandchildren.

In order to receive the benefit please contact the Welfare Plan office for a claim form. Complete and return the form along with any documentation required. Your current employer will be contacted for verification.

Court Leave

Where a member is covered under the Plan, and must be absent from work, he may be eligible for reimbursement of his regular rate of pay for a period of up to two weeks, should he be required to attend jury duty, or be on call for jury duty or as a witness in a court action, provided that such court action is not occasioned by the members private affairs.

To receive the benefit, the member must submit the claim form supplied by the Welfare Plan, along with a copy of the subpoena, affidavit or any other supporting documentation requested by the directors of the Plan. The member must make every effort to make himself available for work before or after being required for such jury duty or as a witness whenever possible. Your current employer will be contacted for verification.

Where there is any doubt or disagreement about the amount or time regarding reimbursement under any of the above coverage, the decision of the Directors of the Welfare Plan shall be final.

Retirees Benefits

When a member retires, he is no longer eligible to be covered under the Standard Plan, however if the eligibility requirements are met, he will be eligible for coverage under the Retirees Plan.

Eligibility

In order for a member to be eligible for coverage under the Retirees Plan, he must meet the following requirements:

- a. Retired from the Sheet Metal or Roofing industry and receiving a pension from the Island Sheet Metal Workers and Roofers Pension Plan.
- b. Must be a member in good standing of Local 276, either as a limited or retired member.
- c. Must not be covered under any other plan.
- d. Must not be gainfully employed
- e. Must maintain a permanent residence in BC

The retired member shall be covered for the period provided by the remainder of his hour bank account. He may be entitled to extend his coverage by one complete year for each complete five years of continuous membership with Sheet Metal Workers Local 276, immediately preceding his retirement. Years of membership will not be pro rated. The duration of coverage by self-payment

will be determined upon retirement and the Retiree will be advised of his entitlement.

Commencement of Coverage.

Provided that all eligibility requirements have been met, the member becomes eligible for benefits under this plan on the first day of the month following the month in which he retires.

Hour Bank

When covered under this plan, the retired member will have his hour bank charged 90 hours at the end of each month, to provided coverage for the following month. If at the end of the month there are insufficient hours in his hour bank, his coverage will cease at the end of that month.

Self Payment

Notwithstanding the above, a retired member whose coverage is about to terminate, may make a personal contribution to the Plan in the amount set out by the Directors of the Plan as the "Self Payment" amount, provided he qualifies for an additional period of coverage. He can continue to self pay for coverage until he has exhausted his qualified period.

Death of Member

Should a retired member die while covered by this Plan, his dependent will be eligible to continue coverage until any remaining balance in the member's hour bank has been depleted. If he was entitled to extend his coverage through the self-payment provision, then the dependent spouse may maintain coverage for the same period of eligibility.

Termination of Coverage

A retired member or his dependent shall cease to be covered under this Plan:

1. When he cease to meet the eligibility requirements of the Plan.
2. When any self payment required is not made in a timely manner.
3. When this Plan is terminated.

Coverage:

Retired Members will be covered for all benefits under the Plan. Coverage includes:

- BC Medical
- Extended Benefits:
 1. Fees of chiropractor and naturopath to a combined maximum of \$200.00 per year
 2. Fees of physiotherapist and massage practitioner to a combined maximum of \$250.00 per
 3. ~~Fees~~ of a podiatrist to a maximum of \$100.00 per year

4. Vision Care to a maximum of \$200.00 every two years
 5. Hearing aids to a \$500.00 lifetime maximum
 6. Acupuncture treatments, rendered by a physician to a maximum of \$100.00 per year.
 7. Drugs and medicines which legally require a prescription from a physician or dentist.
- Dental - Plan A 80%
 Plan B 50%
 - Term life insurance - \$5,000.00

Please check with the Plan office should you require further information regarding your coverage, or to determine if something is covered. This booklet is an outline only.