

Standard Sheet Metal & Roofing Working Agreement

•

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

•

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

(May 1, 2014 – April 30, 2017)



Index

Item	Clause	Page
Apprenticeship	32	25
Apprenticeship and Training Fund	18	17
B.C. Construction Industry Rehabilitation Fund	42	33
Canadian Building Trades	21	18
Classifications	8	6
Coffee or Rest Breaks	28	24
Deduction of Basic and Supplementary Dues	22	18
Definitions	2	4
Duration of Agreement	45	33
Employer Reservations	38	31
Funds	23	18
Geographical Jurisdiction	3	4
Grievance Procedure	34	28
Health Plan	16	16
Hiring and Union Security	11	12
Holidays and Vacations	15	15
Hours of Labour	12	13
Inter-Local Relations	7	6
Jobsite Conditions	29	24
Joint Adjustment Board	35	29
Journeyman Sheet Metal Worker Value Package	9	9
Jurisdictional Disputes	33	27
Matters of Law	41	33
Multi-Employer Certification Clause	44	33
Object	1	4
Out-of-Town Jobs	25	20
Overtime	13	14
Payment of Wages and Termination	10	11
Pension Fund	17	16
Safety	39	31
Saving Clause	40	32
Security of Trade Jurisdiction	5	5
Shift Work	14	14
Standardization of Agreement	27	23
Technological Change	43	33
Tradesmen's Qualifications	31	25
Tools	30	24
Trade Jurisdiction	4	4
Transportation and Job Commuting	26	23
Unified Remittance of Funds	24	19
Union Labels	6	5
Union Representatives	36	30
Union Reservations	37	31
Vancouver Island Sheet Metal Contractors' Association Fund	19	17
Vancouver Island Sheet Metal and Roofing Industry Promotional & Building Funds	20	17

Roofer Addendum

Item	Clause	Page
Access to Agreement	8	39
Apprenticeship	12	40
Associated Trade	11	41
Certain Work	7	39
Duties of Employees	13	43
Employee Classification	2	35
Journeyman Roofer Value Package	3	37
Moonlighting	6	39
Roofer's Apprenticeship and Training Fund	5	39
Roofer Trade Jurisdiction	1	35
Roofer's Work Week, Hours, and Overtime	4	38
Tools and Protective Clothing	9	40
Training and Certification of Journeymen	10	40
Union Representatives	14	43

Shake and Shingle Addendum

Item	Clause	Page
Employee Classification	2	44
Hiring	5	45
Hours of Work	4	45
Scope of Work	1	44
Wages	3	44
Health Plan	6	45

Appendices & Schedules

Item	Page
Appendix "A": Letter of Interpretation Re: Periodic Leave - Turnaround	46
Sheet Metal Apprentice Benefits, Wages and Dues Rates - Schedule "A"	47
Architectural Sheet Metal Apprentice Benefits, Wages and Dues Rates - Schedule "B"	49
Roofing Apprentice Benefits, Wages and Dues Rates - Schedule "C"	51
Roofing Material Handlers Benefits, Wages and Dues Rates - Schedule "D"	52
Slope Roofing Benefits, Wages and Dues Rates - Schedule "E"	53
Roofer Overtime Averaging Examples - Schedule "F"	54
Journeyman Remittance Break Down Schedule "G"	55
Contractors List	57

Standard Sheet Metal & Roofing Working Agreement

This collective trade agreement is dated for reference the 1st day of May 2014, 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. Should the Union change its name, or be a party to a merger or acquisition pursuant to section 37 of the BC Labour Relations Code. The Employer agrees to continue to recognize the Union, in its new form, as the bargaining representative for the employees of the employer.
- 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.
- 2.07 Gender recognition - whenever in this agreement a masculine noun or pronoun is used ("Journeyman", "Journeymen", "Material Man", etc.) it shall be considered to be representative of the feminine case as well.
- 2.08 Lay-off - Temporary cessation or diminishment of work for an Employee(s) as a result of lack of work.

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 Constitution and Rituals.

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 of 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.

8.01 Architectural Sheet Metal Worker

“Architectural Sheet Metal Worker” is an Employee who has the product knowledge and skills to prepare, repair and fabricate components for: Metal roofs, decking, metal wall and other exterior and interior products and applications including but not limited to, composite panels installation, insulation, membranes and waterproofing, ventilators and curbs, flashings, gutters, downspouts, louvers, soffits skylights and metal doors. Any items that may come into dispute regarding this section shall be referred to the Joint Adjustment Board. It is understood that this section excludes “lagging” and wall & ceiling panels related to food service areas.

8.02 Material Men

Inside Shop Duties: On shop premises, non trade related duties may include duties such as driving company vehicles (pickup and delivery) fork lift operation, general clean up and maintenance where applicable. Trade related duties shall be limited to repetitious type operations on equipment that has been set up by either a journeyman or apprentice (i.e. running duct through button lock, production roll forming, punching or forming on preset machinery).

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 (including spot welding, welding, bolting and screwing), installation of any trade materials, computer input, programming, or operation, 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. Upon request by the Employer the Union may grant a variation on Material man ratios based on specific job requirement.

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 for the first 1200 hours. After completion of 1200 hours of credited service the employer will commence remitting Health plan contributions for each and every hour or part hour of employment in this classification, as per the benefit schedule to the Island Sheet Metal Workers Health 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 35.

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 wage rate and benefits equal to that of the Journeyman Sheet Metal Worker.
- (b) Welder "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 wage rate equal to 85% of the Journeyman Sheet Metal Worker. Health benefits shall be provided as per the Health plan schedule.
- (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 wage rate equal to 75% of a Journeyman Sheet Metal Worker. Health benefits shall be provided as per the Health plan schedule.

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 "C" Foreman, when three (3) to five (5) workmen (inclusive of Foreman) are employed on any jobsite. The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman, when six (6) to eight (8) workmen (inclusive of Foreman) are employed on any jobsite. The Employer shall designate a Journeyman Sheet Metal Worker as an "A" Foreman when over nine (9) 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. Increases in Manpower for sporadic short durations during the course of a job will not constitute Foreman rate of pay for the duration of the project, only for those days where manpower is actually increased. Any abuse of this section will be brought before the Joint Adjustment Board.
- (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 - Value Packages

9.01 Journeyman Sheet Metal Worker Value Package

(includes \$1.00 increase as of May 1, 2014)

Total Value Package Per Regular Hour	\$47.13
Less Employer Contributions	
Pension	\$4.63
Health Plan	\$2.69
Apprenticeship	\$0.22
Trade Promotional	\$0.50
Building Fund	\$0.06
Jurisdictional Fund	\$0.01
Joint Adjustment	\$0.005
Rehabilitation	\$0.02
Canadian Building Trades	\$0.01
V.I.S.M.C.A. Fund	\$0.13

Wage and Holiday

Regular Hourly Wage	\$34.68
Holiday Pay (12%)	\$4.17

Increases

Effective May 1, 2015 increase to total value package	\$1.00/hr
Effective May 1, 2016 increase to total value package	\$1.00/hr

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

For Sheet Metal Apprentice wage rates, see Clause 32.07.

"A" Foremen, nine (9) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$4.50 per hour.

"B" Foremen, six (6) to eight (8) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$3.00 per hour.

"C" Foremen, three (3) to five (5) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$1.50 per hour.

9.02 Journeyman Architectural Sheet Metal Value Package

(as of May 1, 2014)

Total Value Package Per Regular Hour	\$46.12
--------------------------------------	---------

Less Employer Contributions

Pension	\$4.63
Health Plan	\$2.69
Apprenticeship	\$0.22
Trade Promotional	\$0.50
Building Fund	\$0.06
Jurisdictional Fund	\$0.01
Joint Adjustment	\$0.005
Rehabilitation	\$0.02
Canadian Building Trades	\$0.01
V.I.S.M.C.A. Fund	\$0.13

Wage and Holiday

Regular Hourly Wage	\$33.79
Holiday Pay (12%)	\$4.05

Increases

Effective May 1, 2015 increase to total value package	\$0.50/hr
Effective May 1, 2016 increase to total value package	\$0.50/hr

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

For Sheet Metal Apprentice wage rates, see Clause 32.07.

"A" Foremen, nine (9) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$4.50 per hour.

"B" Foremen, six (6) to eight (8) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$3.00 per hour.

“C” Foremen, three (3) to five (5) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$1.50 per hour.

- Architectural Sheet Metal Worker Clause shall be Sun Setted to the expiry date of this agreement. The Joint Adjustment Board shall meet twelve months prior the expiry date of this agreement to review the effect of this clause.

9.03 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.

Clause 10 - Payment of Wages and Termination

10.01 Wages shall be paid to each Employee on the job during working hours, by electronic transfer 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 is laid off or fired by 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) business days after he ceases to be an Employee and his record of employment shall be made available not later than three (3) business days after he ceases to be an Employee. Where automatic payroll deposit is normal practice of the Employer, the Employee's final pay shall be deposited within the specified time period. Posting of Electronic Record of Employment on the Employment Canada Website within the specified time is deemed acceptable. If the Employer does not use Automatic payroll deposit or utilize the Employment Canada website to post Record of Employment, either the pay cheque and/or 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 not later than three (3) business days after he ceases to be an Employee. 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, Where automatic payroll deposit is normal practice of the Employer, the Employee's final pay shall be deposited within the specified time period. Posting of Electronic Record of Employment on the Employment Canada with in the specified time is deemed acceptable.

10.04 In the event that any Employee covered by this Agreement quits or self terminates employment of an Employer for any reason the Employee shall be paid all his wages, including holidays 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 three (3) business days after he ceases to be an Employee and his record of employment

shall be made available not later than six (6) working days after he ceases to be an Employee. Where automatic payroll deposit is normal practice of the Employer, the Employee's final pay shall be deposited within the specified time period. Posting of Electronic Record of Employment on the Employment Canada Website within the specified time is deemed acceptable. If the Employer does not use Automatic payroll deposit or utilize the Employment Canada website to post Record of Employment, either the pay cheque and records of employment will only be mailed by mutual consent of the Employee and Employer.

- (b) If an Employee quits or self terminates it is the Employee's responsibility to notify the Employer in writing. This notification can be noted on the final timesheet, sent by mail, fax, or email. The date notification is received by the Employer is the date that starts the time line of Clause 10
- (c) An Employee quitting or self terminating employment with an Employer does not remove the right of the Employee to grieve the Employer

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.

10.07 (a) The Employer must not dismiss or discipline an employee bound by this agreement except for just and reasonable cause; and

- (b) If a difference arises between the parties relating to the dismissal or discipline of an employee, or the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitral, either party, without stoppage of work, may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration pursuant to paragraphs 33.04 through 33.07 of this agreement.

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.
- 11.06** In the event the Union is required to bring in "Traveller" from other jurisdictions to meet manpower requirements, said "Travellers" will be laid off prior to members of Local 276. The exemption to this is if a "Traveller" has been promoted to foreman position, or has been agreed by the union that the individual(s) are key personnel, in which case these individuals may skip lay off as long as they agree to transfer into Local 276.

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.

13.04 All overtime on Industrial sites for new construction and shut downs, where project documents require work under the trade jurisdiction of this agreement to be performed by union companies or personnel shall be paid at double time rates (200%).

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 eight (8) 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 All shifts falling outside the regular shift (Day shift) as described in Clause 12 – Hours of Labour shall be paid as follows:

Night shift shall be between the hours of 4:00 p.m. and 12:00 a.m. (Midnight) and shall receive an hourly shift premium of 7% of the employee's straight time hourly rate.

Graveyard Shift shall be between the hours of 12:00 a.m. (Midnight) and 8:00 a.m. and shall receive an hourly shift premium of 10% of the employee's straight time hourly rate. It is understood that the first Grave Yard shift of the work week shall commence on Monday.

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, Family Day (2nd 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 two (2) named Statutory Holidays shall be permitted with prior notification to the Union.

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 - Health Plan

16.01 Employers will remit Health Plan contributions to the Vancouver Island Sheet Metal Workers Health Plan for all qualifying employee classifications for each and every hour or part hour of employment as per the Health Plan schedule. 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.

Note: For schedule increases refer to schedule "G" page 55.

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

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

Clause 17 - Pension Fund

17.01 Employers will remit pension Plan contributions to the Vancouver Island Sheet Metal Workers & Roofers Pension Plan for all qualifying employee classifications for each and every hour or part hour of employment as per the Pension Plan schedule. 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.

Note: For schedule increases refer to schedule "G" page 55.

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 Health Plan submissions are forwarded.

Clause 18 - Apprenticeship and Training Fund

18.01 Twenty-two cents (\$0.22) 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 fifty dollars (\$50.00) per month. VISMCA can raise or lower it's dues before an agreement expires, if they first hold a specially-called meeting and the majority of the members present vote in favour.

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, fifty cents (\$0.50) 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 - Canadian Building Trades

21.01 Unless otherwise set forth in wage or classification schedules contained within this Agreement, one cent (\$0.01) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Canadian Building Trades.

Clause 22 - Deduction of Basic and Supplementary Dues

22.01 Basic Dues

- (a) Unless otherwise informed by the union 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.

Note: For schedule increases refer to schedule "G" page 55.

22.02 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 23 - Funds

23.01 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.

23.02 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, Health Plans, 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.

23.03 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.

- 23.04 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.
- 23.05 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.
- 23.06 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.
- 23.07 In the event any person subject to this Agreement has a claim for benefits under the Health 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.
- 23.08 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.
- 23.09 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.
- 23.10 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 24 - Unified Remittance of Funds

- 24.01 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.
- 24.02 All Funds and Check-Off Remittances shall be consolidated into one (1) cheque payable to "Sheet Metal Workers Local 276 - in Trust".
- 24.03 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.

- 24.04** 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.
- 24.05** Hours of employment as outlined in Fund Clauses include equivalent hours for holidays and vacations.
- 24.06** 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 25 - Out-of-Town Jobs

- 25.01** 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, the first eight (8) hours would be paid at a rate of time and one-half, all hours there after shall be at the rate of double time. 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.
- 25.02** 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.
- 25.03** For travel on regular work days, when the time spent travelling from the point of embarkation to the project is less than eight (8) hours, a minimum of eight (8) 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.
- 25.04** The Union and Employer agree that the preferred option for out of town jobs is that 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. When mutually agreed to by employee(s) and employer and employee may choose either Option#1 or Option #2 in lieu of employer supplied board and lodging.
- Option #1 The Employer shall provide the Employee with a single room plus \$60.00 daily meal allowance. Effective May 1, 2015 this amount will increase to \$62.50. Effective May 1, 2016 this amount will increase to \$65.00.
- Option #2 The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA) of \$115.00. Effective May 1, 2015 this amount shall be increased to \$120.00. Effective May 1, 2016 this amount will increase to \$125.00.

The union agrees to red circle all existing out of town jobs and that they will be completed at existing rates.

The amount of lump sum LOA and meal allowances shall be paid to the employee, in advance, on a separate cheque or cash for a minimum of 5 days (or the duration of the job if it is less than 5 days) and at regular intervals thereafter, but always in advance.

No daily travel shall be paid to an employee who selects Option #1 unless the employer provided room is more than thirty five (35) road kilometres from the project. In that instance the Employee shall be compensated for all miles travelled to and from the project outside the free travel zone and at the rates specified in Clause 25.10.

No daily travel shall be paid to employees who select Option #2.

25.05 In the event that an out of town project has a duration of three days or less, and Option #1 has been selected, the following shall apply:

Initial Day – Where hours worked, inclusive of travel, consist of 10 hours or less, the employer shall pay supper only (50% of the daily meal allowance).

Terminal Day – Where hours worked, inclusive of travel, consist of 10 hours or less, the employer shall pay breakfast and lunch only (50% of the daily meal allowance).

Should the initial or terminal day exceed 10 hours, inclusive of travel, the employer shall pay full meal allowance for each exceeded day, which would be either the initial day, the terminal day, or both.

25.06 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 twenty two dollars (\$22.00) per day checkout where accommodation is provided in camps, and twenty five dollars (\$25.00) 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.

25.07 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.

25.08 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).

25.09 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.

25.10 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.

25.11 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 by road to the project. A sixteen point nine (16.9) kilometre 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 radius. Local Hire Employees shall receive daily travel time pay for all time spent travelling between the sixteen point nine (16.9) kilometre 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 at the maximum allowable tax-free rate for mileage reimbursement, as published annually by the Canada Revenue Agency. This rate shall be set May 1st of each year.

(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) kilometres 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: 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 by road to the project.

25.12 On out-of-town jobs where the Employer has supplied initial & terminal transportation to the jobsite the Employer shall also supply daily transportation between the point of lodging and the job. Travel time in excess of fifteen (15) minutes shall be paid.

25.13 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 26 - Transportation and Job Commuting

26.01 Where an employer is supplying a company vehicle for transportation to a jobsite, any job within 35 road kilometres 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 35 road kilometres.

26.02 Where employees are required to use their personal vehicles for transportation to a jobsite, travel beyond 17 road kilometres from the employer's shop or place of business they shall be reimbursed an operating expense at the maximum allowable tax-free rate for mileage reimbursement, as published annually by the Canada Revenue Agency. In addition to operating expenses, employees required to travel beyond the specified 35 road kilometre free travel zone shall be paid at their regular straight time rate of pay for all time spent traveling to and from the job beyond the said 35 road kilometres.

26.03 Employees, required by the Employer to operate a vehicle requiring pre trip inspections or who are required by the Employers to report to the shop or place of business prior to the regularly scheduled start time or to stay after the regularly scheduled quitting time, to load/unload materials or tools and/or pick up/drop off an employer supplied vehicle, shall be deemed as working from the time he/she reports to or leaves the Employers shop or place of business.

26.04 During the work day, or employed period, where an employee is requested to use his own vehicle as a means of transportation between jobs, the employee shall be reimbursed an operating expense at the maximum allowable tax-free rate for mileage reimbursement, as published annually by the Canada Revenue Agency.

26.05 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.

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

Clause 27 - Standardization of Agreement

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

27.02 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.

27.03 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.

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

Clause 28 - Coffee or Rest Breaks

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

28.02 The break shall be taken at the work station and on the 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.

* For Coffee or Rest Breaks outside the Regular Work Day, refer to Clause 13.03 – Overtime.

Clause 29 - Jobsite Conditions

29.01 Employees shall be entitled to exclusive use of clean and heated facilities for the eating of lunches, the hanging and drying of clothes and the safe storage and lock-up of personal tools. The rallying point of the job shall be located not higher than the first floor of the building. On jobs of insufficient size or duration to warrant the foregoing conditions, this clause shall not apply.

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

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

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

Clause 30 - Tools

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

1- Tinnors Hammer 1- Left Metal Master 1- Right Metal Master 1- Small Screw Driver (slot) 1- Philips Screw Driver 1- Tri-square 1- Straight Snips 1- 10" Adjustable Wrench 1- Set Allen Wrenches (metric) 1- Pop Riveter 1- Set Locking Pliers 1- Flashlight 1- Tool Punch 1- Metric (8m) and 1- Standard 25' Tape Measure	1- Hack Saw 1- Claw Bar 1- Large Screw Driver (slot) 1- Robertson Screw Driver 1- Pair 18" Dividers 1- Center Punch 1- Set Allen Wrenches (standard) 1- Set Folding Pliers (benders) 1- Scratch Awl 2- Sets 6" "Vice-Grip Style" C-Clamps 1- Hand Punch/Dies* (see note) 1- Torpedo Level
* This tool may be replaced by a sector specific hand tool of \$125.00 value	

- 30.02** Employees working under this agreement shall not supply power tools (110 volt or battery powered), extension cords, cellular phones or expendable or consumable items of any description (i.e. drill bits, saw blades, sharpies, etc.) nor shall they supply any other hand tools not listed in 29.01.
- 30.03** The Employer must assure the safety of members' tools against fire and burglary or loss when working over water or such other areas where tools cannot be retrieved while in his employ and in the event of loss thereby, replace same. If so requested by the Employer, the Employee will submit to the Superintendent or Company Representative an inventory of tools carried.
- 30.04** A four cent (\$0.04) per hour tool allowance is to be paid by the Employer for the Sheet Metal Journeymen and Foremen classifications only. Apprentices only shall receive the tool allowance at the appropriate percentage of the Journeyman rate. The applicable amount of Tool Allowance is to be included in wage rates (see Clause 9.02).

Clause 31 - Tradesmen's Qualifications

- 31.01** Both parties signatory to this Agreement agree to abide by the rules and regulations laid down in the Apprenticeship and Tradesmen's Qualification Act as amended from time to time by the Lieutenant Governor in Council and the Industry Training Authority of British Columbia.
- 31.02** No Journeyman shall be dispatched from the Union, hired by the Employer or continue to be employed by the Employer, who has not complied with the Apprenticeship and Tradesmen's Qualification Act or as British Columbia Trades Qualification (BCTQ) 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 32 - Apprenticeship

- 32.01** All Apprentices shall be employed in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act as amended and approved by the Lieutenant Governor in Council from time to time and the Industry Training Authority of British Columbia.
- 32.02** 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.
- 32.03** The Joint Apprenticeship Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise may be filled, by either party hereto, and it is hereby mutually agreed by both parties hereto that they will individually and collectively co-operate to the extent that duly qualified Apprentices be given every opportunity to secure proper technical, practical education and shop experience in the trade under the supervision of the Joint Apprenticeship Committee.

- 32.04 Each Employer shall be allowed one (1) Apprentice for the Shop, and one (1) additional Apprentice for each three (3) qualified Journeymen Sheet Metal Workers regularly employed. An Apprentice in his final year of apprenticeship shall be allowed to perform any class of work.
- 32.05 All Apprentices shall be under the direct supervision of a Journeyman or Foreman when working on jobs outside the shop. In the last twelve (12) months of their apprenticeship, an Apprentice may work alone and may be required to supervise the work of other Apprentices.
- 32.06 Employers wishing to hire indentured Apprentices shall contact the Joint Apprenticeship Committees Coordinator who shall, after determining that the proper ratio is being complied with, dispatch the requested Apprentice to the Union, the Union in turn dispatching to the Employer as per Clause 11. In the case of new Apprentices, the Employer has the right to refer individuals to the J.A.C. Coordinator who, after determining the applicants' qualifications and eligibility, may dispatch as outlined above.
- 32.07 A graduated wage and benefit scale for Sheet Metal apprentices under a four (4) year program and with one (1) year as a new journeymen shall be established and maintained on the following percentage based wage rates of a Journeymen Sheet Metal Worker: Apprentices must complete the noted practical training hours and achieve the corresponding Technical training level in order to advance in pay. Extenuating circumstances regarding technical training shall be referred to the Joint Apprenticeship Committee.

Probationary Apprentice Rates:

0000 - 0800 - hours - 40% Journeyman rate

Apprentice Rates:

0801 - 1600 - hours - 50% Journeymen rate

1601 - 2400 - hours - 55% Journeymen rate

2401 - 3200 - hours - 60% Journeymen rate

3201 - 4000 - hours - 65% Journeymen rate

4001 - 4800 - hours - 70% Journeymen rate

4801 - 5600 - hours - 75% Journeymen rate

5601 - 6400 - hours - 80% Journeymen rate

6401 - 7200 - hours - 85% Journeymen rate

New Journeymen:

0000 - 1600 - hours - 90% Journeymen rate

1601+ hours - 100% Journeymen rate

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

- 32.08 A graduated wage and benefit scale for Architectural Sheet Metal apprentices under a three (3) year program and with a two (2) year as a new journeymen shall be established and maintained on the following percentage based wage rates of a Journeymen Architectural Sheet Metal Worker: Apprentices must complete the noted practical training hours and achieve the corresponding Technical training level in order to advance in pay. Extenuating circumstances regarding technical training shall be referred to the Joint Apprenticeship Committee.

Probationary Apprentice Rates:
0000 - 0800 - hours - 40% Journeyman rate

Apprentice Rates:
0801 - 1600 - hours - 50% Journeymen rate
1601 - 2400 - hours - 55% Journeymen rate
2401 - 3200 - hours - 60% Journeymen rate
3201 - 4000 - hours - 65% Journeymen rate
4001 - 4800 - hours - 70% Journeymen rate
4801 - 5600 - hours - 75% Journeymen rate

New Journeymen:
0000 - 1600 - hours - 80% Journeymen rate
1601 - 3200 - hours - 90% Journeyment rate
3201+ - hours - 100% Journeymen rate

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

- 32.09** 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.
- 32.10** 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 "A" page 47. 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 33 - Jurisdictional Disputes

- 33.01** Work Assignments (as between trades) shall be the responsibility of the Employer in accordance with the "Plan for Settling Jurisdictional Disputes". Assignments shall be made in accordance with the terms of this Agreement bearing in mind "International Agreements" between this and other Unions and the Decisions and Agreements of Record as set forth in the "Green Book".
- 33.02** Should a jurisdictional dispute arise there shall be no work stoppages and the offended Trade may apply for a decision from the General Offices of the Unions concerned or from the Impartial Jurisdictional Disputes Board for the Construction Industry, whichever be appropriate. Such decisions shall be final and binding.
- 33.03** British Columbia Work Assignment Plan & Fund
- (a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of the Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the

above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreement will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

- (b) The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
- (c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of the work in accordance with the Rules and Regulations of the Plan.
- (d) The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

33.04 Jurisdictional Assignment Plan Fund

- (a) An amount equal to one 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 34 - Grievance Procedure

34.01 "Grievance" shall mean any difference or controversy by the persons or parties bound by this Agreement concerning its terms, interpretation, application, operation or alleged violation. It shall further mean differences concerning alleged unjust discharge or violation of existing social or labour legislation.

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

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 35.04.

34.02 Attempt shall be made in the first instance to settle all grievances by informal discussion between the parties hereto. Except in the case of wage claims or claims on fund payments, all grievances shall be first presented in writing within fifteen (15) days

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

- 34.03** Should informal discussion fail to achieve a solution, the dispute shall be referred to the Joint Adjustment Board for settlement. The Joint Adjustment Board shall meet as soon as is practicable, but not later than fifteen (15) working days after notification of the dispute, and attempt to resolve the dispute. A majority decision of the Joint Adjustment Board shall be final and binding on all parties to the dispute. Failure to reach a conclusive majority decision by the above method within ten (10) days of invocation of the Board shall permit either Party to refer the matter to an Arbitration Board.
- 34.04** The Party desiring the Arbitration shall appoint its nominee to the Arbitration Board and shall notify the other Party in writing of the appointment and the particulars of the grievance or matter in dispute.
- 34.05** The Party receiving notice shall, within three (3) days, appoint its nominee to the Board and so notify the other Party.
- 34.06** The two (2) appointees shall within five (5) days endeavour to agree upon a Chairman; if they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a Chairman. The expenses of the Chairman shall be borne equally between both parties to the dispute.
- 34.07** The Board shall meet and render their decision within ten (10) days of the Chairman's appointment. The decision shall be final and binding on both parties.

Clause 35 - Joint Adjustment Board

- 35.01** The parties to the agreement agree that a Joint Adjustment Board shall be formed of 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 34 - Grievance Procedures;
2. either party requests additional meetings for the good of the industry.

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

- 35.03** The Joint Adjustment 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 35.04, supplement or amend existing Agreements;
 - (e) fulfill the obligations specified in Clause 34 - Grievance Procedures and fulfill such other obligations contained within this Agreement as may from time to time arise.
- 35.04** All major decisions of the Board, excluding decisions with respect to grievances, shall be subject to ratification by the Union membership and the Vancouver Island Sheet Metal Contractors' Association.
- 35.05** All Employers, including the Employer of this specific Agreement, whether or not a member of the Vancouver Island Sheet Metal Contractors' Association agree that the appointees of this Association shall represent them on all matters outlined above.
- 35.06** Joint Adjustment Board Administration Fund
- (i) An amount equal to one-half cent (\$0.005) per hour shall be remitted to the Trustees of the Joint Adjustment Board, in accordance with the Standard Remittance Form provided for in the Collective Agreement, for each hour or part hour of work performed by each Employee covered by this Agreement.
 - (ii) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittances shall be made in accordance with and through the same method established in this Agreement for the transmission of other Funds.

Clause 36 - Union Representatives

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

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

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

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

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

- 36.03** Business Representatives shall have access to jobsites at all times, however, shop visits shall be limited to luncheon period and at other times permission shall first be obtained, and not unreasonably refused from the Employer or his Representative.
- 36.04** The Employer shall provide a bulletin/notice board in a conspicuous location at his shop and job locations for the use of the union and for the posting of rules/policies or communications to employees.

Clause 37 - Union Reservations

- 37.01** Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a 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.
- 37.02** The Union shall discourage any regularly employed member from engaging in the practice of "Moonlighting". For the purpose of this Agreement, "Moonlighting" shall be described as the 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 38 - Employer Reservations

- 38.01** The management of the company's operation and the direction and promotion of the Employee is vested exclusively in the management, and the Union shall not in any way interfere with their rights, provided, however, that this will not be used for the purpose of discrimination against employees on the basis of gender, race, creed or colour.
- 38.02** Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules/policies of general application as adopted by the employer and published to the employees and the Union by general distribution and on bulletin or notice boards, provided such rules/policies are not in conflict with this agreement.

Clause 39 - Safety

- 39.01** The Employer, the Union and Employees recognize that impairment due to substance abuse is a violation of Worksafe BC regulations, the Employers policies and the Local 276 Code of Ethics and jeopardizes job safety and performance, as well as the well being of employees. Individuals abusing alcohol and drugs can create safety hazards for themselves, co-workers and the general public. It is not our intent to mandate morality, but to take appropriate action when Employee conduct appears to impair job safety, performance or bring public discredit to the Employer, the Union, or employees. Possession or use of alcohol and illegal drugs when on the worksite is prohibited.

39.02 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.

39.03 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, WHMIS and Aerial Lift. The Employer shall schedule safety training either after working hours or on weekends. Employees shall attend up to 12 hours per year of required courses on their own time, with no carryover of unused hours. Any time over 12 hours in a year for existing Local 276 members shall be paid at straight time. A year shall be defined as May 1 to April 30. New members to Local 276 shall take all initial safety training required by the employer 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. This clause excludes jobsite or mill safety orientations or indoctrinations.

39.04 Employer shall supply all W.C.B. required safety equipment, excluding hard hats and safety boots, and secure storage for same. The Employee shall be responsible for daily care and maintenance of said equipment. Should safety equipment become lost, stolen, damaged or inoperable, the employee shall report same to his foreman or a company representative. In instances of new hires or repeated losses of safety equipment, employers may require employees to sign for receipt of safety equipment and upon lay off or termination withhold not more than equivalent of three (3) hours journeyman pay, pending the return of said equipment.

Clause 40 - Saving Clause

40.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada, British Columbia or the Yukon Territory. Should it later be proven that it would be a violation of any legally effective Federal, Provincial or Territorial order or statute to comply with any provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes, and the other provisions of this Agreement shall not be affected thereby.

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

Clause 41 - Matters of Law

- 41.01 Copies of this Agreement shall be deposited as may be required by law with the Minister of Labour for the Province of British Columbia, the Mediation Commission, and the Canada Department of Labour and bureau as may exist or be instituted in the Yukon Territory.
- 41.02 The operation of Section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.

Clause 42 - B.C. Construction Industry Rehabilitation Fund

- 42.01 The Employer shall forward by the fifteenth (15th) day of the month following that which contributions cover, two cents (\$0.02) for each hour for which wages are payable, to the B.C. Construction Industry Rehabilitation Fund, in the same manner provided by the Unified Remittance Form.
- 42.02 The B.C. Construction Industry Rehabilitation Fund will be governed by a Board of Trustees appointed on an equal basis by the Construction Labour Relations Association and the B.C. & Yukon Building Trades Council and shall be used for rehabilitative purposes in the industry on the basis of the negotiated and agreed principles of July 23, 1980.

Clause 43 - Technological Change

- 43.01 It is understood and agreed that during the first six (6) months of the Agreement the parties will meet and in accordance with Section 74 of the Labour Relations Code, negotiate a clause on technological change to become a part of this Agreement.
- 43.02 It is agreed that the Joint Adjustment Board will be cognizant of and discuss all technological changes that impact the industries covered by this agreement and work towards solutions all in accordance with applicable labour laws.

Clause 44 - Multi-Employer Certification Clause

- 44.01 It is agreed that the parties to this specific Agreement, including the Vancouver Island Sheet Metal Contractors' Association, its member contractors and the specific Employer of this Agreement shall co-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 45 - Duration of Agreement

- 45.01 All provisions of this Agreement shall continue in force and effect beginning May 1, 2014 and coming to term, April 30, 2017. Either Party to this Memorandum of Agreement, may upon written notice no earlier than six months prior to April 30, 2017, 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 _____ 2014

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

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

Roofer Addendum

It is understood and agreed that effective May 1, 2014 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;
 - (l) all other work included in the jurisdictional claims of the Sheet Metal Workers International Association Constitution and Rituals; 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, Dampproofer, Waterproofer, Caulker, Applicator (of fluid plastic decking roofing and batting, etc.) and any other term commonly used in the Industry. There shall be two groups of Journeymen; those without a Certificate of Qualification and those with such 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 (as amended and approved by the Lieutenant Governor in Council from time to time) and the Industry Training Act of British Columbia and its subsequent regulations relating to the Roofing, Damp and Waterproofing Trade. There may be a maximum of one (1) for each one (1) 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) After completion of 1200 hours of credited service the employer will commence remitting dollars (\$2.00) for each and every hour or part hour of employment in this classification to the Island Sheet Metal Workers Health plan. After completion

of 3200 hours of credited service the employer will commence remitting two dollars and sixty nine cents (\$2.69) 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.

* Note: For a complete wage scale and benefit breakdown, see Schedule "D" page 52.

Clause 3 - Journeyman Roofer Value Package

(as of May 1, 2014)

Total Value Package Per Regular Hour	\$42.30
Less Employer Contributions	
Pension	\$4.63
Health Plan	\$2.69
Apprenticeship	\$0.12
Trade Promotional	\$0.50
Building Fund	\$0.06
Jurisdictional Fund	\$0.01
Joint Adjustment	\$0.005
Rehabilitation	\$0.02
Canadian Building Trades	\$0.01
V.I.S.M.C.A. Fund	\$0.13
Wage and Holiday	
Regular Hourly Wage	\$30.35
Holiday Pay (12% on wages)	\$3.64
Tool & Clothing	\$0.12
Increases	
Effective May 1, 2015 increase to total value package	\$0.50/hr
Effective May 1, 2016 increase to total value package	\$0.50/hr

"A" Foremen, eight (8) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$4.50 per hour

"B" Foremen, five (5) to seven (7) workmen, inclusive of the Foreman, shall be paid the appropriate Journeyman rate plus \$3.00 per hour

Foremen shall be paid travel time from gate to gate.

Clause 4 - Roofer's 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 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 weeks)
 - 2) start date of averaging period
 - 3) hours worked to date in averaging period
 - (d) After averaging over the stated period (2 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%) for the first 32 hours (in the 2 week period), all other hours worked to be paid at two hundred percent (200%).
- 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** All overtime on Industrial sites for new construction and shut downs, where project documents require work under the trade jurisdiction of this agreement to be performed by union companies or personnel shall be paid at double time rates (200%).

Clause 5 - Roofer's Apprenticeship and Training Fund

- 5.01 Twelve cents (\$0.12) per hour for each and every hour or part-hour of employment in any job classification will be paid by the employer to the trustees of the Roofer's Apprenticeship and Training Fund.
- 5.02 These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form (Roofers).
- 5.03 This Fund shall be used by the Trustees to finance and administer the Apprenticeship Program, the Journeyman Upgrading and Training Program and the program for the Certification of Journeymen.

Clause 6 - Moonlighting

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

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

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

Clause 7 - Certain Work

- 7.01 Where, by mutual agreement, certain work might be obtained which would otherwise be lost, and which would be of mutual advantage to all parties, application may be made to the Joint Adjustment Board for permission to alter certain conditions of this Agreement. The Board may by majority vote alter such conditions and for such time and with such limitations as it feels necessary.
- 7.02 It shall have no authority however, to alter in any way, or to make regulations that would run contrary to this Agreement in its application to the normal roofing and waterproofing scope of work.

Clause 8 - Access To Agreement

- 8.01 The Employer and Employees covered by this Agreement shall have access to copies of this Agreement, the Union to supply.
- 8.02 The Employer shall permit posting at all times of a copy of this Agreement in a prominent place at the normal rallying point of his Employees, or at any jobsite office, for the information of his Employees.

Clause 9 - Tools and Protective Clothing

- 9.01** A Journeyman Roofer shall possess in good condition, at his own expense, a minimum standard set of hand tools and accessories to enable him to carry out his work efficiently as follows:
- | | |
|--------------------------|---------------------|
| 1 screwdriver | 1 roofers hatchet |
| 1 crescent wrench (8") | 1 pointing trowel |
| 1 pair of gloves | 1 toolbox or bag |
| 1 hammer | 1 measuring rule |
| 1 safety hat | 1 Field & Detailing |
| 1 pair combination snips | Roofing Torch |
| 1 set roofing knives | |
- 9.02** Employees working under this agreement shall not supply power tools (110 volt or battery powered), extension cords, cellular phones or expendable or consumable items of any description (i.e. drill bits, saw blades, blades, etc) nor shall they supply any other hand tools not listed in 9.01.
- 9.03** By mutual agreement, the above list may be modified for certain branches of the trade such as Tilers, Plastic Deck Applicators, etc.
- 9.04** Apprentices after completion of their probationary period (650 hours) shall be expected to obtain an appropriate tool kit.
- 9.05** Probationary Apprentices shall provide safety hats and gloves.
- 9.06** 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.
- 9.07** For purchases of new torches, the Employer may finance the purchase of personal roofing torches over a length of time mutually agreeable between the Employer and the Employee.
- 9.08** In addition to their regular hourly rate of pay, Roofer Apprentices and Journeymen, shall receive a twelve cents (\$0.12) per hour worked tool and clothing allowance.

Clause 10 - Training and Certification of Journeymen

- 10.01** All parties shall co-operate in every way possible through the good offices of the Joint Apprenticeship Committee to promote the training, qualification, up-grading and skill improvement of existing Journeymen employed in the industry.
- 10.02** The Joint Committee shall be responsible for the Certification of existing Journeymen, either through the machinery of the Tradesmen's Qualification Act (as amended and approved by the Lieutenant Governor in Council from time to time) and the Industry Training Act of British Columbia, or through its own resources. Certification shall be based on the basic requirements as set forth by the Committee after due consideration.

Clause 11 - Associated Trade

- 11.01** Due, in many cases to joint certification of the Roofers, Damp and Waterproofers and the Sheet Metal Workers as represented by Local Union No. 276, it is agreed that this Standard Roofing Agreement shall run concurrently with the Standard Sheet Metal Working Agreement, both in this and subsequent years.
- 11.02** Journeyman Roofers shall be permitted to apply "gravel stop" simple flashing, gum pots and similar minor sheet metal items used in roofing.
- 11.03** All other sheet metal work connected with a roofing or waterproofing contract, including roof vents, major flashing and copings, etc., as well as all other work coming within the jurisdictional field of the Sheet Metal Working Agreement, shall be fabricated and installed by Sheet Metal Workers, members of Local Union No. 276.
- 11.04** If, in conformity with the above, the Employer 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.
- 11.05** All parties agree to respect the regulations pertaining to each trade under the Apprenticeship and Tradesmen's Qualification Act (as amended and approved by the Lieutenant Governor in Council from time to time) and the Industry Training Act of British Columbia.

Clause 12 - Apprenticeship

- 12.01** 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.
- 12.02** The Committee shall meet as required by either party and shall be financed by the Roofers Apprenticeship and Training Fund. The Committee shall set up the Trust Agreement and shall act as Trustees of the Fund.
- 12.03** All Apprentices shall be indentured to the Joint Apprenticeship Committee in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act (as amended and approved by the Lieutenant Governor in Council from time to time) and the Industry Training Act of British Columbia. 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.

- 12.04 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).
- 12.05 The Employer shall be allowed and encouraged to have one (1) Apprentice for each one (1) Journeyman (with or without Certificate) employed. They shall be at all times under the direction of Journeymen Roofers for the first two (2) years of their Apprenticeship.
- 12.06 When hiring or laying off Apprentices, the Employer shall maintain an equal distribution of Junior and Senior Apprentices.
- 12.07 All Apprentices must be cleared by referral slip from the Joint Apprenticeship Committee of the Roofing Industry before being dispatched by Local Union No. 276. In the case of new Apprentices, the Employer or any other interested party shall have the right to refer individuals to the Joint Apprenticeship Committee, who after determining the applicant's qualifications and eligibility, may indenture in accordance with the foregoing provisions.
- 12.08 An Apprentice whose contract has been terminated for any reason shall not be employed in any other capacity until approval is granted by the Joint Apprenticeship Committee.
- 12.09 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.
- 12.10 For registered apprentices, a graduated wage and benefit 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:

0651 - 1300 - hours - 55% Journeyman rate

1301 - 1950 - hours - 60% Journeymen rate

1951 - 2650 - hours - 65% Journeymen rate

2651 - 3250 - hours - 70% Journeymen rate

3251 - 3900 - hours - 75% Journeymen rate

3901 - 4500 - hours - 80% Journeymen rate

First Year Journeymen:

0000 - 1300 - hours - 90% Journeymen rate

1301 +- hours - 100% Journeymen rate

*** Note: For a complete wage scale and benefit breakdown, see Appendix "C" page 51.**

12.11 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 13 - Duties of Employees

13.01 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 14 - Union Representatives

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

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

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

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

14.02 Business Representatives shall have access to jobsites and shops at all times. However, shop visits shall be limited to luncheon periods and at other times permission shall be first obtained from the Employer 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	Percent	Holiday	Health Plan
	Applicator				
	0000 - 0800	\$18.10	80%	10%	\$2.00
	0801 - 1600	\$19.23	85%	10%	\$2.00
	1601 - 2400	\$21.47	95%	12%	\$2.00
	2401+	\$22.69	100%	12%	\$2.69

May 1, 2014 increase top wage (100%) by \$0.00/hour (inclusive of holiday pay)

May 1, 2015 increase top wage (100%) by \$0.50/hour (inclusive of holiday pay)

May 1, 2016 increase top wage (100%) by \$0.50/hour (inclusive of holiday pay)

The employer and the Union agree to meet to discuss the possibilities of introducing a pension or RRSP contribution for employees in the category.

- All other rates to increase by the appropriate percentage of top wage
- All increases are inclusive of stat/holiday pay

Roofing Material Handler *

0000 - 0800	\$13.60	60%	8%	N/A
0801 - 1600	\$15.86	70%	8%	N/A
1601 - 2400	\$18.09	80%	10%	N/A
2401 +	\$19.23	85%	10%	\$2.00

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

* **Note: For a complete wage scale and benefit breakdown, see Schedule "E" page 53.**

- 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.
- 5.02 The employer shall abide by the terms of Clause 11.02 of the standard working agreement.

Clause 6 - Health Plan

- 6.01 The Employer shall remit to the Trustees of the Island Sheet Metal Workers and Roofers Health Plan, 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 Plan 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 _____ 2014

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

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

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.

Schedule "A"
Sheet Metal Apprentice
Benefits, Wages and Dues Rates
VISMCA Standard Agreement
Effective May 1, 2014

Classification Sheet Metal	Dues Rates	Wage Rates	Benefits Include
0000–0800 Probationary Apprentice	\$44.00	\$13.87	10% Holiday Pay \$1.39 No Funds
801–1600 1st Half of 1st Year	\$55.00 + \$0.41/hr	\$17.34	12% Holiday Pay \$2.08 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
1601–2400 2nd Half of 1st Year	\$55.25 \$0.41/hr	\$19.07	12% Holiday Pay \$2.29 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
2401–3200 1st Half of 2ndYear	\$66.00 \$0.41/hr	\$20.81	12% Holiday Pay \$2.50 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
3201–4000 2nd Half of 2nd Year	\$66.25 \$0.41/hr	\$22.54	12% Holiday Pay \$2.71 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
4001–4800 1st Half of 3rd Year	\$75.50 \$0.41/hr	\$24.28	12% Holiday Pay \$2.92 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr Pension Fund @ \$3.25/hr
4800–5600 2nd Half of 3rd Year	\$75.75 \$0.41/hr	\$26.01	12% Holiday Pay \$3.13 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr Pension Fund @ \$3.49/hr
5601–6400 1st Half of 4th Year	\$85.50 \$0.41/hr	\$27.74	12% Holiday Pay \$3.33 Health Fund @ \$2.69/hr Other Funds @ \$0.96/hr Pension Fund @ \$3.71/hr
6401–7200 2nd Half of 4th Year	\$85.75 \$0.41/hr	\$29.48	12% Holiday Pay \$3.54 Health Fund @ \$2.69 Other Funds @\$0.96/hr Pension Fund @\$3.95/hr
00–1600 New Journeyman	\$86.00 \$0.41/hr	\$31.21	12% Holiday Pay \$3.75 Health Fund @ \$2.69/hr Other Funds @\$0.96/hr Pension Fund @ \$4.17/hr
1601 + Journeyman	100% \$95.75 \$0.41/hr	\$34.68	12% Holiday Pay \$4.17 Health Fund @ \$2.69/hr Other Funds @\$0.96/hr Pension Fund @ \$4.63/hr

Classification Sheet Metal		Dues Rates	Wage Rates	Benefits Include
"A" Foreman Premium 9 + Men	\$4.50	\$95.75 \$0.41/hr	\$39.18	12% Holiday Pay \$4.71 Health Fund @ \$2.69/hr Other Funds @ \$0.96/hr Pension Fund @ \$4.63/hr
"B" Foreman Premium 6 – 8 Men	\$3.00	\$95.75 \$0.41/hr	\$37.68	12% Holiday Pay \$4.53 All Funds @ \$8.28/hr
"C" Foreman Premium 3 – 5 Men	\$1.50	\$95.75 \$0.41/hr	\$36.18	12% Holiday Pay \$4.35 All Funds @ \$8.28/hr
Sheet Metal Material Handler Effective May 1, 2014		\$28.00	\$13.87	10% Holiday Pay \$1.39 0–1200 hours No Funds 1201 hours Health Fund @ \$2.00/hr
Welder "A"	100%	\$95.75 \$0.41/hr	\$34.68	12% Holiday Pay \$4.17 All Funds @ \$8.28/hr
Welder "B" 00–1200 hours 1201–2800 hours 2801 + Hours		\$85.75	\$29.48	12% Holiday Pay \$3.54 No Funds until 1201 hours then Health Fund @ \$2.00/hr 2801 Hours Health Fund @ \$2.69/hr
Welder "C" 0000–1200 hours 1201–2800 hours 2801 + hours		\$75.75	\$26.01	12% Holiday Pay \$3.13 No funds until 1201 hours 1201 hour Health Fund @ \$2.00/hr 2801 hours Health Fund @ \$2.69/hr

Schedule “B”
Architectural Sheet Metal Apprentice
Benefits, Wages and Dues Rates
VISMCA Standard Agreement
Effective May 1, 2014

Classification Sheet Metal	Dues Rates	Wage Rates	Benefits Include
0000–0800 Probationary Apprentice	\$44.00	\$13.43	10% Holiday Pay \$1.34 No Funds
801–1600 1st Year – 1st Half	\$55.00 + \$0.41/hr	\$17.03	12% Holiday Pay \$2.04 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
1601–2400 1st Year – 2nd Half	\$55.25 +\$0.41/hr	\$18.71	12% Holiday Pay \$2.25 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
2401–3200 2ndYear – 1st Half	\$66.00 +\$0.41/hr	\$20.37	12% Holiday Pay \$2.45 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
3201–4000 2nd Year – 2nd Half	\$66.25 +\$0.41/hr	\$22.06	12% Holiday Pay \$2.65 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr
4001–4800 3rd Year – 1st Half	\$75.50 +\$0.41/hr	\$23.72	12% Holiday Pay \$2.85 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr Pension Fund @ \$3.25/hr
4800–5600 3rd Year – 2nd Half	\$75.75 +\$0.41/hr	\$25.41	12% Holiday Pay \$3.05 Health Fund @ \$2.00/hr Other Funds @ \$0.96/hr Pension Fund @ \$3.49/hr
00–1600 New Journeyman – 1st Half	\$85.50 +\$0.41/hr	\$27.09	12% Holiday Pay \$3.25 Health Fund @ \$2.69/hr Other Fund @ \$0.96/hr Pension Fund @ \$3.71/hr
1601–3200 New Journeyman – 2nd Half	\$85.75 +\$0.41/hr	\$30.43	12% Holiday Pay \$3.65 Health Fund @ \$2.69/hr Other Fund @ \$0.96/hr Pension Fund @ \$4.17/hr
3201 + Journeyman	100% \$95.75 +\$0.41/hr	\$33.79	12% Holiday Pay \$4.05 Health Fund @ \$2.69/hr Other Fund @ \$0.96/hr Pension Fund @ \$4.63/hr

Classification Sheet Metal		Dues Rates	Wage Rates	Benefits Include
"A" Foreman Premium 9 + Men	\$4.50	\$95.75 \$0.41/hr	\$38.29	12% Holiday Pay \$4.60 Health Fund @ \$2.69/hr Other Fund @ \$0.96/hr Pension @ \$4.63/hr
"B" Foreman Premium 6 – 8 Men	\$3.00	\$95.75 \$0.41/hr	\$36.79	12% Holiday Pay \$4.42 All Funds @ \$8.28/hr
"C" Foreman Premium 3 – 5 Men	\$1.50	\$95.75 \$0.41/hr	\$35.29	12% Holiday Pay \$4.24 All Funds @ \$8.28/hr
Sheet Metal Material Handler Effective May 1, 2014		\$28.00	\$13.43	10% Holiday Pay \$1.34 0–1200 Hours No Funds 1201 Hours \$2.00 Health Fund

Schedule "C"
Roofing Apprentice
Benefits, Wages and Dues Rates
VISMCA Standard Agreement as of May 1, 2014

Classification Roofing Apprentices	Dues Rates	Wage Rates	Benefits Include
0000-650 Probationary Apprentice	\$45.25	\$15.07	10% Holiday Pay \$1.51 No Funds
651-1300 1st Year - 1st Half	\$45.50	\$16.59	10% Holiday Pay \$1.66 \$2.00/hr Health Fund
1301-1950 1st Year - 2nd Half	\$55.50	\$18.06	12% Holiday Pay \$2.17 \$2.00/hr Health Fund
1951-2650 2nd Year - 1st Half	\$55.75 + \$0.41/hr	\$19.83	12% Holiday Pay \$2.38 \$2.00/hr Health Fund \$0.86/hr Other Funds
2651-3250 2nd Year - 2nd Half	\$56.00 + \$0.41/hr	\$21.34	12% Holiday Pay \$2.56 \$2.00/hr Health Fund \$0.86/hr Other Funds
3251-3900 3rd Year - 1st Half	\$56.25 + \$0.41/hr	\$22.82	12% Holiday Pay \$2.74 \$2.69/hr Health Fund \$0.86/hr Other Funds \$3.49/hr Pension
3901-4500 3rd Year - 2nd Half	\$56.50 + \$0.41/hr	\$24.34	12% Holiday Pay \$2.92 \$2.69/hr Health Fund \$0.86/hr Other Funds \$3.71/hr Pension
00-1300 New Journeyman	\$66.00 + \$0.41/hr	\$27.35	12% Holiday Pay \$3.28 \$2.69/hr Health Fund \$0.86/hr Other Funds \$4.17/hr Pension
1301 + Journeyman	\$79.50 + \$0.41/hr	\$30.35	12% Holiday Pay \$3.65 \$2.69/hr Health Fund \$0.86/hr Other Funds \$4.63/hr Pension
Foreman "A" Premium 8 + Men	\$79.50 + \$0.41/hr \$4.50	\$34.85	12% Holiday Pay \$4.18 \$2.69/hr Health Fund \$0.86/hr Other Funds \$4.63/hr Pension
Foreman "B" Premium 5 - 7 Men	\$79.50 + \$0.41/hr \$3.00	\$33.35	12% Holiday Pay \$4.00 \$2.69/hr Health Fund \$0.86/hr Other Funds \$4.63/hr Pension

* ROOFING JOURNEYMAN AND APPRENTICES RECEIVE A \$0.12 PER HOUR WORKED FOR A TOOL ALLOWANCE.

Schedule "D"
Roofing Material Handlers
Benefits, Wages and Dues Rates
 Vismca Standard Agreement #2
 As of May 1, 2014

Classification Roofer Apprentices		Dues Rates	Wage Rates	Benefits Include
0000-0800	50%	\$38.00	\$15.07	10% Holiday Pay \$1.51 No funds
0801-1600	55%	\$49.00	\$16.59	10% Holiday Pay \$1.66 No funds to 1200 hrs 1200 hrs \$2.00/hr Health Fund
1601-2400 Classification #4a	60%	\$49.00	\$18.06	12% Holiday Pay \$2.17 \$2.00/hr Health Fund
2401-3200 Classification #4a	65%	\$49.00	\$19.83	12% Holiday Pay \$2.38 \$2.00/hr Health Fund
3201-4000 Classification #4b	75%	\$49.00	\$22.82	12% Holiday Pay \$2.74 \$2.69/hr Health Fund

Schedule "E"
Slope Roofing
Benefits, Wages and Dues Rates
VISMCA Standard Agreement as of May 1, 2014

Classification		Dues Rates	Wage Rates	Benefits Include
Material Man				
000–800 Classification #1	80%	\$46.00	\$18.10	10% Holiday Pay \$1.81 \$2.00/hr Health Fund
801–1600 Classification #	85%	\$46.00	\$19.23	10% Holiday Pay \$1.93 \$2.00/hr Health Fund
1601–2400 Classification #1	95%	\$46.00	\$21.47	12% Holiday Pay \$2.58 \$2.00/hr Health Fund
2401+ Classification #2	100%	\$46.00	\$22.60	12% Holiday Pay \$2.71 \$2.69/hr Health Fund
Slope Roofing Material Handlers				
000–800 Classification #3	60%	\$28.00	\$13.60	8% Holiday Pay \$1.09
801–1600 Classification #3	70%	\$38.00	\$15.86	8% Holiday Pay \$1.27
1601–2400 Classification #4	80%	\$46.00	\$18.09	10% Holiday Pay \$1.81
2401+ Classification #5	85%	\$46.00	\$19.23	10% Holiday Pay \$1.92 \$2.00/hr Health Fund

Schedule "F" Roofer Overtime Averaging Examples

The following example of Roofer overtime averaging is based on Wednesday as being the cut off day for the pay period.

Days	Example #1	Example #2	Example #3
Wednesday	cut off	cut off	cut off
Thursday	8 hrs	10 hrs	0 hrs
Friday	8 hrs	8 hrs	10 hrs
Saturday	8 hrs	0 hrs	10 hrs
Sunday	0 hrs	0 hrs	0 hrs
Monday	0 hrs	10 hrs	6 hrs
Tuesday	0 hrs	10 hrs	8 hrs
Wednesday	8 hrs	0 hrs	8 hrs
Thursday	7 hrs	8 hrs	4 hrs
Friday	7 hrs	8 hrs	0 hrs
Saturday	10 hrs	8 hrs	8 hrs
Sunday	0 hrs	0 hrs	0 hrs
Monday	8 hrs	12 hrs*	10 hrs
Tuesday	5 hrs	10 hrs	6 hrs
Wednesday	0 hrs	8 hrs	8 hrs
Total hours worked	69 hrs	92 hrs	80 hrs
Hours X 1	69 hrs	80 hrs	80 hrs
Hours X 1.5*	0 hrs	2 hrs	0 hrs
Hours X 1.5 (averaged)	0 hrs	10 hrs	0 hrs
Hours paid	69 hrs	98 hrs	80 hrs

* As per the agreement any hours worked in excess of 10 hours per day are at 1.5 X the rate and those hours are then removed from the overtime averaging calculations.

* All hours worked on Sundays or Statutory Holidays are at double time rates

Schedule "G" Journeyman Value Package Breakdown

Sheet Metal Journeyman	2014	2015	2016
Wage	\$34.68	\$35.57	\$36.46
Holiday Pay 12%	\$4.16	\$4.27	\$4.38
Pension	\$4.63	\$4.63	\$4.63
H&W	\$2.69	\$2.69	\$2.69
Apprentice Training Fund	\$0.22	\$0.22	\$0.22
VISMCA	\$0.13	\$0.13	\$0.13
Trade Promo	\$0.50	\$0.50	\$0.50
Building Fund	\$0.06	\$0.06	\$0.06
Jurisdictional	\$0.02	\$0.02	\$0.02
Joint Board	\$0.01	\$0.01	\$0.01
Rehab	\$0.02	\$0.02	\$0.02
Canadian Bldg Trades	\$0.01	\$0.01	\$0.01
Total Value of package	\$47.12	\$48.12	\$49.12
Dues per Hour*	\$0.41	\$0.44	\$0.47

Architectural	2014	2015	2016
Wage	\$33.79	\$34.23	\$34.67
Holiday Pay 12%	\$4.06	\$4.11	\$4.16
Pension	\$4.63	\$4.63	\$4.63
H&W	\$2.69	\$2.69	\$2.69
Apprentice Training Fund	\$0.22	\$0.22	\$0.22
VISMCA	\$0.13	\$0.13	\$0.13
Trade Promo	\$0.50	\$0.50	\$0.50
Building Fund	\$0.06	\$0.06	\$0.06
Jurisdictional	\$0.02	\$0.02	\$0.02
Joint Board	\$0.01	\$0.01	\$0.01
Rehab	\$0.02	\$0.02	\$0.02
Canadian Bldg Trades	\$0.01	\$0.01	\$0.01
	\$46.13	\$46.62	\$47.11
Dues per Hour*	\$0.41	\$0.44	\$0.47

Roofers	2014	2015	2016
Wage	\$30.35	\$30.79	\$31.23
Holiday Pay 12%	\$3.64	\$3.69	\$3.75
Pension	\$4.63	\$4.63	\$4.63
H&W	\$2.69	\$2.69	\$2.69
Apprentice Training Fund	\$0.12	\$0.12	\$0.12
VISMCA	\$0.13	\$0.13	\$0.13
Trade Promo	\$0.50	\$0.50	\$0.50
Building Fund	\$0.06	\$0.06	\$0.06
Jurisdictional	\$0.02	\$0.02	\$0.02
Joint Board	\$0.01	\$0.01	\$0.01
Rehab	\$0.02	\$0.02	\$0.02
Canadian Bldg Trades	\$0.01	\$0.01	\$0.01
	\$42.17	\$42.66	\$43.16
Dues per Hour*	\$0.41	\$0.44	\$0.47

* International Per Capita increase by \$0.03 per hour July 1, 2015 and by \$0.03 per hour July 1, 2016

Sheet Metal Worker's Local 276 Contractors

Alpha Roofing & Sheet Metal

Unit 2 - 6654 Butler Crescent
Victoria, BC V8M 2G8
Phone: 250-544-0169
Fax: 250-544-0159
Email: gord@alpharroofing.ca
Website: www.alpharroofing.ca

Archie Johnstone

113 Gava Place,
Nanaimo, BC, V9T 0H9
Phone: 250-754-2232
Fax: 250-754-2811
Website: www.ajph.com
Email: info@ajph.com

Associated Sheet Metal

6820 Kirkpatrick Crescent
Victoria, BC V8M 1Z9
Phone: 250-652-6628
Fax: 250-652-6023
Website: www.associatedsheetmetal.com
Email: steve.asm@shaw.ca

Aurora Roofing

Box 70
Coombs, BC V0R 1M0
Phone: 250-248-2202
Fax: 250-248-3217
Email: Aurora1@telus.net

C.R. Metal Fabricators

1970-17th Street
Campbell River, BC V9W 4L9
Phone: 250-286-6313
Fax: 250-286-6122
Website: www.crmf.bc.ca
Email: info@crmf.bc.ca

Cam Air Systems

1850-17th Street
Campbell River, BC V9W 4I6
Phone: 250-287-4939
Fax: 250-287-9093

Website: www.camair.ca
Email: camair@telus.net

Central Sheet Metal

2845 Roberts Street
Duncan, BC V9L 6W3
Phone: 250-746-9446
Website: www.csm88.com
Email: centralsheet@shaw.ca

Econo Heating

Box 724, Nanaimo, BC V9R 5M2
Phone: 250-758-9333
Fax: 250-758-3338
Email: gmartini@island.net

G&G Roofing

Po Box 1049, Station A
Nanaimo, BC V9R 5Z2
Phone: 250-753-4913
Fax: 250-753-2823

Glair Industries

Box 1909, Ladysmith, BC V0R 2E0
Phone: 250-245-2827
Fax: 250-245-2891
Email: glair@telus.net

Great White Cladding & Decking Ltd.

A2-6702 Rajpur Place,
Saanichton, BC, V8M 1Z5
Phone: 250-889-7006
Fax: 250-590-3383
Website: www.gwcd.ca
Email: danny@gwcd.ca

Inter-Kraft Contracting

2365 Godfrey Road
Nanaimo, BC V9S 3S8
Phone: 250-753-2897
Fax: 250-753-6338
Website: www.inter-kraft.com
Email: John-interkraft@shaw.ca

Sheet Metal Worker's Local 276 Contractors *continued*

J.B. Sheet Metal

32-6598 Bryn Road
Saanichton, BC V8X 3X1
Phone: 250-652-1786
Fax: 250-652-3303
Email: jbsheetmetal@telus.net

Lewis Sheet Metal Ltd.

#9-831 Devonshire Road
Victoria, BC V9A 4T5
Phone: 250-383-0520
Fax: 250-383-0525

M. Griffin

941 View Street
Victoria, BC V8V 3X1
Phone: 250-382-5159
Fax: 250-382-2515
Email: mgriffinltd@shaw.ca

Nanaimo Sheet Metal

1871 East Wellington Road
Nanaimo, BC V9R 5K3
Phone: 250-754-4311
Fax: 250-754-8913
Website: www.nanaimosheet.com
Email: nsm@shaw.ca

Nelson Roofing

3132 Grant Road
Mailing Address: Box 970
Cumberland, BC V0R 1S0
Phone: 250-338-5171
Fax: 250-338-1382
Website: www.nelsonroofing.com
Email: contact@nelsonroofing.com

Playsted Sheet Metal

806 Devonshire Road
Victoria, BC V9A 4T4
Phone: 250-382-2164
Fax: 250-382-6823
Website: www.playsted.com

Robertson Sheet Metal

3701 Sooke Road
Victoria, BC V9B 5B4
Phone: 250-391-7883
Fax: 250-391-7884
Email: rsm1@shaw.ca

Shoreline Blower

Box 699
Parksville, BC V9P 2G7
Phone: 250-248-8544
Fax: 250-248-8544
Website: www.shorelineblower.com
Email: russ@shorelineblower.com

Silver Fern Stainless

3123 Steele Street
Victoria, BC V8Z 3N7
Phone: 250-382-3376
Fax: 250-382-4484
Website: www.silverfernstainless.com
Email: silverfs@telus.net

Universal Sheet Metal

Unit #2 - 6820 Veyaness Road
Saanichton, BC. V8M 2A8
Phone: 250-385-6711
Fax: 250-385 5584
Website: www.universalsheetmetal.ca
Email: info@universalsheetmetal.ca

Westwood Metals

1710a Fleet Place
Nanaimo, BC V9S 5M2
Phone: 250-758-1158
Fax: 250-758-1134
Email: westwoodmetals@shaw.ca

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

Union Office Location:
302-791 Goldstream Avenue,
Victoria, BC,
V9B 2X5

Phone: 250-727-3458

Toll Free at:
1-800-448-4177

Fax: 250-727-7154

E-mail: [info @smwia276.ca](mailto:info@smwia276.ca)

Web site: www.smwia276.ca

Meetings

Regular Meetings: 1st Thursday of each month

Location: Local 276 Union Hall,
302-791 Goldstream, Victoria.

Time: 7:00 p.m.

Note: meeting date and start time may change
effective January 1st of each year.

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.

