

# **STANDARD SHEET METAL WORKING AGREEMENT**

**This Collective Trade Agreement dated for reference the 1st day of May, 2002 and named for reference the STANDARD SHEET METAL WORKING AGREEMENT.**

BY AND BETWEEN:

**Arcand Mechanical Services Ltd.  
#13 – 5611 Arcadia Rd., Richmond, B.C. V6X 2H1**

AND:

**THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 280 establishes by mutual consent the following terms and conditions:**

## **CLAUSE 1 - OBJECT**

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

## **CLAUSE 2 - SOME DEFINITIONS**

**2.01** UNION means: The Sheet Metal Workers International Association, Local Union No. 280.

**2.02** SMACNA-BC means: The Sheet Metal and Air Conditioning Contractors National Association, B.C. Chapter.

**2.03** EMPLOYEE means: Any of the Classifications defined in Clause 9.

**2.04** EMPLOYER means: Any of the Sheet Metal Working Contractors, Firms or Companies signatory to this Agreement.

## **CLAUSE 3 - GEOGRAPHICAL JURISDICTION**

**3.01** This Agreement shall affect 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. 280, defined herein as the Yukon Territory and the Province of British Columbia, excluding Vancouver Island.

**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, layout, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustments, alteration, 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, air-slide, grain spouting, material blowing, air-veyor 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 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 hydronic, 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 equipment 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 onsite sketches used in fabrication and erection, including those taken from 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, flashing, copings, vents, etc., associated with the roofing industry;

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

(n) down loading of Computer Aided Manufacturing (CAM) Systems that are located on the Shop Floor and the physical work related with such equipment on the Shop Floor; and

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

- 4.02** At the discretion of the Employer, bargaining unit personnel may perform work outside of the scope of the sheet metal work jurisdiction set out in clause 4.01. In such cases, this agreement continues to apply.
- 4.03** Nothing in this agreement shall prevent the Employer from employing other building trades, provided that work jurisdiction disputes shall be resolved pursuant to clause 36.

## **CLAUSE 5 - SECURITY OF TRADE JURISDICTION**

**5.03** The Employer is not precluded from taking various segments of the total job, nor is the Employer required to engage a branch of the trade that it does not generally engage in.

**5.04** In the event that work 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. 280. Nothing in this agreement shall limit the right of the Employer to purchase or otherwise obtain materials, supplies and/or equipment from any source of the Company's choosing.

## **CLAUSE 7 - UNION LABELS**

**7.01** 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.

**7.02** The Yellow Union Label will identify Trade material fabricated by Union Tradesmen. The Blue Label may identify Production Rate Material, i.e., as per Clause 6.

## **CLAUSE 8 - INTER-LOCAL RELATIONS**

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

**8.02** The Employer agrees that Journeymen Sheet Metal Workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the Local Agreement 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, then the Employer may provide his own Employees on condition they are fully paid up members of the Local he has an Agreement with.

**8.03** 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 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 Employer's home jurisdiction. All additional Sheet Metal Workers shall come from the area in which the work is to be performed.

Journeyman 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 10, 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 not Local Agreement of the Sheet Metal Workers International Association covering the area, then the minimum conditions of the home Local Union shall apply.

**8.04** In applying the provisions of Sections 8.01, 8.02 and 8.03 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.

**8.05** Contributions shall not be duplicated.

## **CLAUSE 9 - CLASSIFICATIONS**

**9.01** 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.

### **9.02 Material Men**

(a) In the shop, Material Men shall not work on the fabrication of material coming within the jurisdiction of this Agreement.

(b) Material Men shall be permitted to clean, paint, crate and uncrate; load and unload trucks; deliver and pick up material. He may also apply duct liner.

(c) On jobsite, Material Men shall be allowed to caulk existing duct systems; load and unload trucks; move material to the storage area provided on each floor; and handle for removal of old, excess waste materials from the jobs.

(d) Rate of pay to be based at fifty percent (50%) of the Journeymen's rate.

(e) Employees who were previously at seventy-five percent (75%) of the Journeyman's rate will remain at seventy-five percent (75%).

### **9.03 Welders**

(a) Welders shall be classed as Journeymen and shall receive Journeymen's wages except those Welders who, in the shop, weld on assembly work and/or weld for a Journeyman who does the fitting in preparation for the weld or who completes the weld. Such Welders shall receive as wages not less than eighty-five percent (85%) of the Journeyman's rate of pay.

(b) The Employer shall pay all costs incurred in the Certification of Welders as required by the Company, except that the individual Welder shall pay for any required registration or Welder's fees. If the Welder fails to pass the test, the Employer shall not be required to pay for his testing time.

(c) Applicants for membership in the Sheet Metal Workers Local 280 as Journeymen Welders must prove their capabilities. A valid C.W.B. or D.P.W. certification shall be accepted as proof.

(d) All welding performed in the field shall be done at the Journeyman's rate of pay.

#### **9.04 Foreman**

(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.

#### **CLAUSE 9 - CLASSIFICATIONS (continued)**

(b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when three (3) Journeyman to seven (7) workmen (inclusive of Foreman) are employed on any jobsite. The Employer shall designate a Journeyman Sheet Metal Worker as "A" Foreman when over seven (7) workmen are employed on any jobsite. Jobsite Foreman shall not be reduced in rate until the job is completed or as long as he works on such job.

(c) In shops, the Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when up to five (5) workmen (inclusive of Foreman) are employed in the shop. When over five (5) workmen 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.

#### **9.05 Pre-apprentice**

(a) Those applying to be a pre-apprentice must meet the qualifications required to become Registered apprentice, which are, as per the BC Provincial Standards and successful completion of the Industry Training Board's entrance examination.

(b) Pre-apprentices shall not be registered by the Sheet Metal Industry Training Board until 1600 hours have been worked, or from a recommendation from the employer of the pre-apprentice.

(c) Pre-apprentices will be under the guidance of Local 280, including dispatch.

(d) Local 280 will send Pre-apprentice Monthly Report Forms to Employers with pre-apprentices.

(e) Employers must fill out evaluations of pre-apprentices who get laid off.

(f) Laid-off pre-apprentices can register on the out-of-work list for re-employment.

(g) After 1600 hours of employment a decision must be made regarding the pre-apprentice and whether they are suitable to continue in the industry.

(h) Pre-apprentices are not allowed to work on Fair Wage projects unless paid wages and benefits in accordance with the Act.

(i) All hours worked must be reported on the unified remittance form.

## **CLAUSE 9 - CLASSIFICATIONS (continued)**

### **Sheet Metal Pre-apprentice wages:**

0000-1600 hours	40%
Vacation & Stat Holiday Pay	8%
Pension	0
Health & Welfare	0 - 800 hours – BC Medical only 801 – 1600 hours – Local 280 Health Benefit Plan

### **9.06 “Rollformer”**

#### **Journeyman Rollformer**

A person or persons capable of keeping machinery under repair.

- mechanically
- hydraulic systems
- air systems
- some electrical

#1 Rollformer

person or persons capable of running multiple machines and fixing any rollforming problems that may occur.

#2 Rollformer

person or persons capable of running one (1) production line with minimal supervision.

#3. Rollformer apprentice

Within two (2) years be capable to move to Class #2.

**CLAUSE 10 - WAGES**

**10.01** The minimum rate of wages for the following classifications shall be:

**SHEET METAL WORKER APPRENTICE WAGE RATES**

<b>EFFECTIVE DATE</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>	<b>Nov 1, 2003</b>	<b>May 1, 2004</b>	<b>Nov 1, 2004</b>
<b>50% 0- 1600 hr</b>	\$13.54	\$13.67	\$13.80	\$13.90	\$14.13
<b>60% 1601-3200 hr</b>	\$16.24	\$16.40	\$16.55	\$16.68	\$16.96
<b>70 % 3201-4800 hr</b>	\$18.95	\$19.13	\$19.31	\$19.46	\$19.78
<b>80% 4801-6400</b>	\$21.66	\$21.86	\$22.07	\$22.24	\$22.61

Note: All of the above denominations are without 12% Vacation & Statutory Holiday pay.

**SHEET METAL JOURNEYMAN WORKER WAGE RATES**

<b>EFFECTIVE DATE</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>	<b>Nov 1, 2003</b>	<b>May 1, 2004</b>	<b>Nov 1, 2004</b>
<b>Sheet Metal Journeyman</b>	\$27.07	\$27.33	\$27.59	\$27.80	\$28.26
<b>“A” Foreman</b>	\$29.87	\$30.13	\$30.39	\$30.60	\$31.06
<b>“B” Foreman</b>	\$28.87	\$29.13	\$29.39	\$29.60	\$30.06
<b>Journeyman Cladder</b>	\$27.07	\$27.33	\$27.59	\$27.80	\$28.26
<b>Journeyman Welder</b>	\$26.97	\$27.23	\$27.49	\$27.70	\$28.16
<b>Repetitious Welder</b>	\$22.92	\$23.15	\$23.37	\$23.55	\$23.94
<b>Material Man - 75%</b>	\$20.30	\$20.50	\$20.69	\$20.85	\$21.20
<b>Material Man - 50%</b>	\$13.54	\$13.67	\$13.80	\$13.90	\$14.13
<b>Sheet Metal Pre-Apprentice</b>	\$10.83	\$10.93	\$11.04	\$11.12	\$11.30

Note: All of the above denominations are without 12% Vacation & Statutory Holiday pay.

\*Note: Pre-Apprentice Holiday, Statutory and Vacation Pay is calculated at 4%.

**CLAUSE 10 – WAGES (continued)****ROLLFORMER WAGE RATES**

<b>EFFECTIVE DATE</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>	<b>Nov 1, 2003</b>	<b>May 1, 2004</b>	<b>Nov 1, 2004</b>
<b>Journeyman Rollformer</b>	\$27.07	\$27.33	\$27.59	\$27.80	\$28.26
<b>Rollformer #1</b>	\$23.50	\$23.76	\$23.97	\$24.23	\$24.69
<b>Rollformer #2</b>	\$20.50	\$20.76	\$20.97	\$21.23	\$21.69
<b>Rollformer Apprentice</b>	\$15.00	\$15.26	\$15.47	\$15.73	\$16.19

Note: All of the above denominations are without 12% Vacation & Statutory Holiday pay.

**10.02** The Journeyman Sheet Metal and Foremen rates include a ten cents (\$0.10) per hour tool and clothing allowance. Only apprentice rates are calculated at the appropriate percentage of the Journeyman Sheet Metal Worker rate inclusive of tool allowance.

**CLAUSE 11 - PAYMENT OF WAGES AND TERMINATION**

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

**11.02** The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages in order that the payroll may be prepared.

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

(a) If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid not later than one (1) working day after he ceases to be an Employee and his separation slip shall be made available or mailed not later than two (2) working days after he ceases to be an Employee. (Paycheque may be sent via Registered Mail or courier by mutual consent.)

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

**11.04** Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.



**CLAUSE 11 - PAYMENT OF WAGES AND TERMINATION (continued)**

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

All Employees shall receive one (1) hour's notice of layoff or one (1) hour's straight time pay in lieu thereof at the Employers option.

**11.05** 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.

**11.06** 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.

**CLAUSE 12 - HIRING AND UNION SECURITY**

**12.01** 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.

**12.02** The Employee agrees to acquire membership in the Union as a condition of hire and continued employment.

**12.03** All Employees covered by this Agreement must be cleared by referral slip through the office of Local Union No. 280 before being hired. A referral slip must contain the Employee's name, category, rate of pay, T.Q. Certificate No. and Social Insurance No. Outside the Lower Mainland of B.C. this may be accomplished either through an "Area Dispatcher", so appointed by the Union or by telephone with follow-up clearance by mail where no Area Dispatchers have been appointed.

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

**12.04** 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 12.02 and 12.03 are complied with.

### **CLAUSE 13 - HOURS OF LABOUR**

**13.01** Eight (8) hours shall constitute a regular workday, from 7:00 a.m. to 5:00 p.m. with a one-half (1/2) hour lunch break at mid-shift Monday to Friday inclusive, on the basis of a regular work week consisting of forty (40) hours.

**13.02** 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 15 - Shift Work.

**13.03** Any variance of hours of work or shift scheduling, or the work week shall only be by mutual consent of Union and management. Consent forms must be obtained from the Union.

**13.04** 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) 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;

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

(iv) should an Employee receive an injury for which he is paid compensation by the W.C.B., he will be paid for the remainder of the shift in which the injury occurred.

### **CLAUSE 14 - OVERTIME**

**14.01** All hours worked outside the regular workday and all hours worked on Saturdays, Sundays and Statutory Holidays shall be considered as overtime, except as noted in Clause 15 - Shift Work.

**14.02** All overtime will be paid at one hundred and fifty per cent (150%) of the appropriate wage rate for the first two (2) hours, and at two hundred per cent (200%) for any additional hours worked in the day. Saturdays will be paid at one hundred and fifty per cent (150%) of the appropriate wage rate for the first eight (8) hours; all hours worked over eight (8) hours will be paid at two hundred per cent (200%). Sundays and Statutory Holidays will be paid at two hundred per cent (200%) of the appropriate wage rate.

**CLAUSE 14 – OVERTIME (continued)**

**14.03** If up to one hour of overtime is to be worked at the end of the normal shift, no rest period will be granted.

An Employer paid ten (10) minute rest break shall be granted at the end of the normal shift should more than one (1) hour to a maximum of two (2) hours of overtime is to be worked.

If more than two (2) hours, but less than four (4) hours of overtime are worked, the Employee will be entitled to one-half hour pay at straight time. If four (4) hours or more of overtime are worked, the Employer will supply a meal at the end of two (2) hours, plus the one-half hour pay at straight time to consume it.

An additional rest break each two (2) hours and a meal break each four (4) hours thereafter shall be granted.

**CLAUSE 15 - SHIFT WORK**

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

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

**15.02** 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.

No hours between 8:00 a.m. Saturday and 1:00 a.m. Monday shall be included in shift work.

Shifts shall consist of no more than eight (8) hours work 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.

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

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

One (1) meal period of one-half (1/2) hour shall be granted and taken at or near the centre portion of the shift and coffee or rest breaks shall be granted in line with the requirements of Clause 31.

**CLAUSE 15 - SHIFT WORK continued)**

**15.04** All work performed before or after an assigned shift shall be at the overtime rate of pay.

All hours worked on shifts other than the regular shift (day shift) shall pay a premium as follows:

Shifts other than regular shift (day shift) up to midnight (night shift) one-half (1/2) hour premium.

All shifts other than the regular shift (day shift) that fall outside the hours of 7:00 a.m. to 5:00 p.m. shall pay a premium as follows:

Night shift up to midnight one-half (1/2) hour premium pay (i.e.: seven and one-half (7 1/2) hours worked eight (8) hours paid).

Graveyard shift crosses after midnight up to 7:00 a.m. Seven (7) hours worked, eight (8) hours paid.

**15.05** In buildings where the customer's requirements are such as to make unworkable the meaning and intent of Section 15.02, Paragraph 1, shifts will be permitted on a one (1) shift basis.

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

The above will not be used to avoid overtime nor will an Employee be asked to work on a one (1) shift basis more than once in a week. Any variance to the above must have prior approval from the Union not unduly withheld. All disputes will be decided by the Joint Adjustment Board for a final and binding decision.

**CLAUSE 16 - HOLIDAYS AND VACATIONS**

**16.01** (a) The recognized statutory holidays that shall be observed are New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

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

(c) Every worker covered by this Agreement shall be entitled to three (3) additional holidays that shall, with mutual consent not unduly withheld, be observed by giving his Employer one (1) weeks notice of his intentions. If being understood that job conditions may dictate the particular days these holidays are to be observed (i.e.: jobsites closed due to construction industry holiday).

(d) Should an Employee be required to work on a jobsite that would have been closed by a construction holiday he will be paid the appropriate overtime rates.

**CLAUSE 16 - HOLIDAYS AND VACATIONS (continued)**

**16.02** (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.

(c) It shall be a violation of this Agreement for an Employee to forego his paid vacation or to work for wages during his vacation period.

(d) When the vacation is taken, it shall be determined by mutual agreement between the Employer and Employee.

**16.03** (a) Employees shall receive combined Holiday and Vacation pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three (3) weeks 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 paycheque.

**CLAUSE 17 - HEALTH BENEFIT FUND**

**17.01** Effective May 1, 2002, two dollars and thirteen cents (\$2.13) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Health Benefit Fund.

Effective May 1, 2004, two dollars and eighteen cents (\$2.18) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Health Benefit Fund.

Effective November 1, 2004, two dollars and twenty-three cents (\$2.23) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Health Benefit Fund.

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

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

**CLAUSE 18 - PENSION FUND**

**18.01** Two dollars and fifty cents (\$2.50) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Pension Trustees.

- (a) Effective May 1, 2003 two dollars and fifty-four cents (\$2.54)
- (b) Effective November 1, 2003 two dollars and fifty-eight cents (\$2.58)
- (c) Effective May 1, 2004 two dollars and sixty-two cents (\$2.62)
- (d) Effective November 1, 2004 two dollars and sixty-six cents (\$2.66)

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

**CLAUSE 19 - APPRENTICESHIP AND TRAINING FUND**

**19.01** Seventeen cents (\$0.17) per hour will be paid by the Employer to the Trustees of the Sheet Metal Apprenticeship and Training Fund.

(a) All Sheet Metal Apprentices will have one dollar (\$1.00) per hour deducted from their wages. The money will be remitted to the Trustees of the Sheet Metal Industry Training Board, and paid back to the Apprentice when he or she attends school.

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

**CLAUSE 20 - LOCAL UNION NO. 280 PROMOTION FUND**

**20.01** Five cents (\$0.05) 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 Local Union No. 280 Promotion Fund.

(a) Effective December 1, 2002, three cents (\$0.03) 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 Local Union No 280.

These monies will only be used for promotion of the unionized sector of the Sheet Metal Industry.

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

**CLAUSE 21 - SHEET METAL INDUSTRY FUND**

**21.01** (a) Effective May 1, 1996, twenty-five cents (\$0.25) per hour shall be paid into the Sheet Metal Industry Fund of B.C..

(b) Effective December 1, 2002, twenty-seven cents (\$0.27) per hour shall be paid into the Sheet Metal Industry Fund of B.C..

(c) An amount of four cents (\$0.04) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the SMACNA-B.C. Labour Relations Fund.

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

**21.03** It is agreed that the Fund will be used to promote programs of industry education, training, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Working Industry, improve the technical and business skills of Employers, stabilize and improve Employer/Union relations and promote, support and improve the training and employment opportunities for Employees. No part of these payments shall be used for political or anti-Union activities.

**CLAUSE 22 - DEDUCTION OF BASIC AND SUPPLEMENTARY DUES**

**22.01** (a) The Employer agrees to deduct dues from any earnings accrued in each month, from each and every Employee covered by this Agreement, an amount established by the Union in conformity with the Constitution and By-Laws of the Union.

(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 sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

**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 Part 1, Section 16(2) 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 person covered by the scope of this Agreement, regardless of whether or not such person is in a probationary period.

### **23.02 Penalty for Late Payment of Funds**

(a) In the event that the Employer's Remittance is late arriving at the Health and Welfare In-Trust Desk after the 15th day of the month, as postmarked, the administrator will advise the Employer in writing by registered mail within forty-eight (48) hours of any delinquency.

(b) (continued) If the In-Trust Desk has not received payment within forty-eight (48) hours of the Employer receiving notification exclusive of Saturdays, Sundays and Statutory Holidays, a ten percent (10%) penalty shall be applied to the late payments to the appropriate contributions and/or deductions.

(c) An Employer will be considered in default if payment to any fund covered by this Agreement is not paid by the twenty-fifth (25th) day of the following month that contributions cover.

**23.03** 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** 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.

**23.07** An Employer in default of payments to any fund covered by this Agreement will not be acceptable for renewal of the Standard Sheet Metal Agreement until all default payments have been brought up to date. Under certain conditions the Union may request a maximum Cash Bond of not higher than an equivalent of three (3) months average Remittances. New companies shall pay an estimated amount, that is required by the Union, to be deposited with Local Union No. 280 for a maximum period of not more than two (2) years. It is agreed that any interest generated by such cash bond will be returned to the Employer.



## **CLAUSE 24 - UNIFIED REMITTANCE OF FUNDS**

**24.01** All Funds and Checkoff 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, number of hours earned.

(a) Add a column that will show the Employees' category, and provide for the new Apprentice deduction according to the new Clause 19.01(a).

**24.02** All Funds and Checkoff Remittances shall be consolidated into one (1) cheque payable to "Sheet Metal Workers, Local 280 - In Trust".

**24.03** Both parties agree that remittances must be paid by the calendar month for all hours employed. However, in the event the 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** Except as noted in Clause 26.02, it shall be the sole prerogative of the Employer to 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."

**25.02** All new Employees required on out-of-town jobs shall receive a fare equivalent to the costs of a mode of transportation that would place them on site in the shortest period of time, plus \$20.00 cab fare from home to public transportation. The only modes of transportation are regular air fares, ferry fares, and bus fares, or a combination of the above.

**25.03** Existing Employees will be paid all travel expenses, plus all time spent travelling at the Employee's regular straight time rate of pay. No Employee will be required to drive a vehicle more than ten hours per day. All board and lodging required will be supplied by the Employer.

On regular work days travel time to and from out-of-town jobs will be paid at the Employee's prevailing rate.

In no instances shall travel time be less than three (3) hours.

**CLAUSE 25 - OUT-OF-TOWN JOBS (continued)**

Where an Employer requests an Employee to travel on Saturday, Sunday or Statutory Holidays, Employees will be paid for actual time travelled at straight time rates with a minimum of four (4) hours pay where time spent travelling is four (4) hours or less, and seven and one-half (7 1/2) hours straight time pay where more than four (4) hours is spent travelling, or actual time travelled, whichever is the greater.

All travel is at straight time rates.

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

**25.05** (a) Any Employee who is living in camp accommodation provided by the Employer may, on any weekend, vacate or checkout of such accommodation and the Employer shall pay him a sum of twelve dollars (\$12.00) per day as a weekend checkout allowance.

(b) Any Employee who is living in a Hotel/Motel accommodation provided by the Employer may, on any weekend, vacate or check out of such accommodation and the Employer shall pay him a sum of fifteen dollars (\$15.00) per day as a weekend checkout allowance. 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 Statutory Holiday unless mutually agreed between the Employee and the Employer's Representative.

When 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.

**25.06** 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.

**CLAUSE 25 - OUT-OF-TOWN JOBS (continued)**

**25.07** On jobs 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. Where leave is specifically involved, no travel time need be paid. The extent of the leave shall be decided by mutual arrangement between the Employee and the Job Foreman or Superintendent. In no event will an Employee receive leave unless he actually returns to his point of departure.

**25.08** If an Employee quits or is terminated (other than discharge for just cause) when having been on the job forty (40) calendar days, he will be returned to his place of departure in the same manner and under the same conditions upon which he arrived on the job.

**25.09** All travel expenses (one way) shall be supplied or paid for in advance: the Employee shall not be expected to supply on a "paid later" basis.

**25.10** These out-of-town conditions shall not apply to those 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. Job area means that area encompassed by a fifty mile (80 km) radius of the jobsite. Fifty (50) road miles (80 km) from the nearest respective city or municipal hall within the job area shall be considered as a free travel zone for local hire Employees and shall travel at no expense to the Employer within that radius. Travel beyond the fifty (50) road mile (80 km) free zone shall be paid in accordance to conditions specified in Clause 26.

**25.11** On out-of-town jobs where the distance involved between the point of lodging and the job exceeds one (1) mile (1.6 km), the Employer shall supply transportation. Travel time in excess of thirty (30) minutes shall be paid. This Clause does not apply in construction camps.

In construction camps, if the facilities and vehicles are available by the owner and/or the construction Management, the Employer will make arrangements to provide transportation to the work area should it be beyond two thousand, six hundred (2,600) feet and to provide a hot mid-shift lunch and transportation within six (6) road miles from the worksite.

Travel time and allowances as provided in the Agreement will not be applicable at the mid-shift lunch.

**25.12** All travel time shall be straight time.

**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 25 - OUT-OF-TOWN JOBS (continued)**

**25.14** On any job when the Employer must pay proven damages caused by an Employee(s) to accommodation facilities supplied by or paid for by the Employer, he shall attempt to claim this money from the Employee(s) involved.

Where such monies have been paid by the Employer, then the Union shall make every reasonable effort to assist the Employer to recover the monies paid on behalf of the member(s).

**25.15** Any or all of the above conditions may be altered or removed on a job by job basis with mutual agreement between the Union and the Employer.

**25.16** Employees who change Employers on out of town jobs are not entitled to compensation for termination and initial travel. (They are still on the same work site, only with a different Employer).

**CLAUSE 26 - JOB COMMUTING**

**26.01** The Lower Mainland shall be defined as that area bounded by Hope to the east, the Strait of Georgia to the west, the U.S.A. Border to the south and Squamish to the north.

**26.02** No Employer will be allowed to declare a job in the Lower Mainland as an out-of-town job for the purposes of 25.10 (bona fide residents).

For Contractors from outside the Lower Mainland working within the Lower Mainland the Union Hall shall be used as their place of business for establishing the free zone.

**26.03** Any job within the area of fifty (50) road miles (80 km) of the Employer's shop or place of business shall be considered a zone free of travel time or expense to the Employer except as noted in Clause 27.

In areas outside of the Lower Mainland Area the free zone radius shall be determined from the respective City or Municipal Hall.

**26.04** A Contractor, at his discretion, may elect to supply board and lodging in lieu of daily travel expense and/or daily travel time for Employees on jobs in the Lower Mainland Area. In these circumstances board and lodging shall be supplied by the Employer as per the conditions and terms contained in Clauses 25.04 and 25.05.

**26.05** On any job beyond this radius, the travel formula shall be used to determine the amount of remuneration for time spent travelling per one (1) mile (1.6 km).

(Journeyman rate = travel time in terms)

(40 m.p.h. of cents per mile)

Travel expenses shall be paid at fifty cents (\$0.50) per mile (1.6 km).

**26.06** To qualify for the above, the Employee shall be at the actual jobsite at the regular starting time and if required, remain on the job until regular quitting time.

**CLAUSE 26 - JOB COMMUTING (continued)**

**26.07** All Employees not just Drivers shall receive the aforementioned amounts.

**26.08** If the Employer supplies transportation outside regular hours, travel expense shall not apply, only travel time shall apply.

**26.09** Any or all of the above conditions may be altered or removed on a job by job basis by the Joint Conference Boards designated Appointees in pre-bid situations only.

**CLAUSE 27 - EMPLOYEE VEHICLES**

**27.01** During the work day or employed period, where the Employee is requested to use his vehicle as a means of transportation to, from or between jobs, the Employer shall provide any necessary extra protective insurance required and the Employee shall be allowed a travel allowance, to be paid at the rate of sixty cents (\$0.60) per mile (1.6 km)

When Employees are working in an area where they must park their cars in a parking lot and they are required by the Employer to take their tools to the job, an Employer will pay the parking fee on the first and last day of employment on that job.

**27.02** It is however, understood that no Employee shall use his personal vehicle as a means of transportation for the Employers' tools, materials or equipment.

**27.03** Ownership and/or use of a vehicle shall not be a condition of employment.

**CLAUSE 29 - UNDERGROUND PAY**

**29.01** On industrial projects Employees required to work underground shall receive prevailing rates plus ten percent (10%).

**29.02** This Clause will not apply to work performed within basements of buildings or open ditches.

**CLAUSE 30 - OLDER WORKMEN**

**30.01** It shall be the policy of the Employer to endeavour, where there are six (6) or more Journeymen employed by the Employer, to have every sixth (6th) Journeyman of the age of fifty (50) years or over, if available.

### **CLAUSE 31 - COFFEE OR REST BREAKS**

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

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

### **CLAUSE 32 - JOBSITE CONDITIONS**

**32.01** 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 lockup 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 the Employer claims, “insufficient size or duration” and a disagreement arise, the resulting disagreement shall be adjudicated by a called meeting of the Joint Adjustment Board.

**32.02** Fresh and adequate drinking water, paper cups, salt tablets and toilet facilities, flush or other type, shall also be made available, by prearrangement with the General Contractor the Customer.

**32.03** A telephone shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming emergency messages shall be relayed immediately.

**32.04** Employees shall be provided with adequate protection from resinous or toxic fumes when sealing the interior of ventilating systems. In the event of a dispute, Workers’ Compensation Board Regulations shall prevail.

### **CLAUSE 32 - JOBSITE CONDITIONS (continued)**

**32.05** (a) If a pre job conference is deemed to be necessary, it will be held on the Lower Mainland. The final conclusion as to whether or not the pre job conference is necessary will be left to the Joint Conference Board.

(b) The pre job conference shall clearly spell out initial travel to and from the job; living out allowance, if applicable; fares paid and time consumed travelling; provision for gassing; location of the camp relative to the job; and, the scheduled hours of work. The pre job conference will also set guidelines for any other unique provisions that are mutually agreed to.

(c) The pre job conference must be held prior to the job tendering so that all bidding contractors are aware of the conditions.

**CLAUSE 33 - TOOLS**

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

- 1 pair Hand Shears (Bulldog and Stripping)
- 2 pairs Aircraft-Snips (right and left)
- 1 pair pliers (with side cutter)
- 1 Cold Chisel
- 1 set of Dividers
- 1 Adjustable Wrench (8" or better)
- 1 Medium Drift Pin
- 1 pair Folders (Vise-grip type)
- 1 Level (12" - 18")
- 1 Tri Square
- 3 Assorted Screwdrivers
- 1 Measuring Tape
- 1 Hacksaw Frame
- 1 Scratch Awl
- 2 Hammers (one Tinnners)
- 1 Centre Punch
- 1 Standard Vise-grip Pliers
- 1 Set Trammel Points
- 1 Plumb-bob chalk line
- 1 Tool Box
- 1 Safety Hat (on construction)

**33.02** Journeymen shall not supply power tools, extension cords, pop-riveters, cellular phones, nor expendable items of any description, i.e. - drill bits, saw blades, etc. nor shall they supply any other pieces of equipment not normally considered as hand tools, i.e. - no. 1 punches, chute or rope falls, come-a-longs, etc.

**CLAUSE 33 – TOOLS (continued)**

**33.03** Apprentice Sheet Metal Workers and Cladders shall, after the second full pay period from the start of their indenture, supply themselves with a minimum set of hand tools as follows:

- 1 pair Hand Shears (Bulldog)
- 2 pair Aircraft Snips (right and left)
- 1 pair Pliers
- 1 pair Folders (Vise-grip type)
- 1 Tri-square
- 1 Screw Driver (8")
- 1 Measuring Tape
- 1 Scratch Awl
- 1 Hammer (Tinnners)
- 1 Tool Box
- 1 Safety Hat (on construction)

This list shall be added to as their Apprenticeship progresses so that by the time the Apprentice enters his fourth year, his tools will be in line with Clause 32.01.

**33.04** Employees hired specifically as Welders under the terms of this Agreement shall supply only helmet, gloves and chipping hammer.

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

#### **CLAUSE 34 - TRADESMEN'S QUALIFICATIONS**

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

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

#### **CLAUSE 35 - APPRENTICESHIP**

**35.01** All apprentices shall be employed in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act and all parties agree to observe the provisions thereof.

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

**35.03** The Joint Apprenticeship Board designated herein shall serve for the life of this Agreement except that vacancies in said Joint Apprenticeship Board 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 cooperate 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 Board.



**35.04** (a) It is hereby agreed that a maximum ratio of one (1) Apprentice for every two (2) Journeymen shall be allowable under the terms of this Agreement.

(b) Any Shop employing six (6) Sheet Metal Workers' must employ one (1) Apprentice.

**35.05** 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. It being understood, however, that an Apprentice shall not be given the responsibility of supervising the work of other Apprentices.

**35.06** Employers wishing to hire indentured Apprentices shall contact the Joint Board's Co-ordinator 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 12. In the case of new Apprentices, the Employer has the right to refer individuals to the Joint Coordinator who after determining the applicant's qualifications and eligibility, may dispatch as outlined above.

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

**35.08** Effective January 1, 1998, all Apprentices who have not successfully completed their technical training shall contribute one dollar (\$1.00) per hour into the Sheet Metal Apprenticeship and Schooling Fund.

#### **CLAUSE 36 - JURISDICTIONAL DISPUTES**

**36.01** 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".

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

#### **36.03 B.C. Jurisdictional Work Assignment Plan & Fund**

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

#### **CLAUSE 36 - JURISDICTIONAL DISPUTES (continued)**

##### **36.04 Jurisdictional Assignment Plan Fund**

(a) An amount equal to one cent (\$0.01) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance for 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 remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

#### **CLAUSE 37 - GRIEVANCE PROCEDURE**

**37.01** "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.

**37.02** 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 within thirty (30) days or judged to be abandoned.

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

vocation of the Board, shall permit either party to refer the matter to an Arbitration Board. All appointments to Arbitration shall be to a single Arbitrator.

**37.06** If the parties are not able to agree upon an arbitrator, either party may apply to the Director of the Collective Agreement Arbitration Bureau, who shall make the appointment necessary to constitute an arbitration board consisting of a single arbitrator. The expense of the arbitration board shall be borne equally between both parties to the dispute.

**37.07** The Board shall meet and render its decision within ten (10) days of the Arbitrator's appointment. The decision shall be final and binding on both parties.

### **CLAUSE 38 - JOINT CONFERENCE BOARD - JOINT ADJUSTMENT BOARD**

**38.01** A Joint Conference Board shall be formed of five (5) members nominated by the Trade Association and five (5) members nominated by the Union, who shall meet as required by either of those organizations, but in any event, not less than nine times per year.

**38.02** A Joint Adjustment Board shall also be formed of five (5) members nominated by SMACNA-BC and five (5) members nominated by the Union, who shall meet as required by either of these organizations. Members of the Joint Adjustment Board shall not be directly involved in such alleged unfair labour practice or grievance as outlined in Clause 38.05.

**38.03** At any meeting of the Joint Conference Board, or the Joint Adjustment Board, a quorum shall consist of three (3) members present from each organization. Neither side shall cast more votes than the other. A majority vote carries. All major decisions on matters stipulated below as the prerogative of either the Joint Conference Board or the Joint Adjustment Board shall be subject to ratification by nominating organizations except in the matter of Grievances taken up under Clause 37.

**38.04** The Joint Conference Board shall have the power, authority and duty to:

(a) Promote the Trade and Industry by such rules and regulations, not related to labour relations, as it deems expedient.

(b) Investigate and suggest methods to improve trade practices, efficiency, productivity and standards of workmanship within the Sheet Metal Working Industry.

(c) Promote the full trade jurisdiction and range of this Agreement in a manner consistent with the procedural rules of the National Joint Board and to refer and to recommend accordingly to the Joint Adjustment Board in such matters.

(d) Stop and put an end to unfair trade practices of both Employers and Employees.

(e) To fulfill such other obligations, exclusive of labour relations matters as may be defined as being of mutual concern to the Trade Association and the Union.

**38.05** The Joint Adjustment Board shall have the power, authority and duty to:

- (a) Subject to the provisions of Clause 38.03 to supplement and/or amend existing agreements.
- (b) Stop and put an end to unfair labour practices of both Employers and Employees.
- (c) Act as or appoint members to a Grievance Panel as per Clause 37.
- (d) To fulfill such other obligations contained in this Agreement as from time to time may arise.

**CLAUSE 38 - JOINT CONFERENCE BOARD - JOINT ADJUSTMENT BOARD (continued)**

**38.06** The Joint Adjustment Board or the Joint Conference Board (in their appropriate sphere), shall when establishing a regulation or amendments applicable to the Sheet Metal Working Industry as a whole (upon ratification) give it an appropriate title jointly sign it and have it printed in sufficient quantity that a copy may be sent by registered mail to each signatory to this Agreement. Copies shall also be sent to the Minister of Labour for attachment to the “deposit” copies. When this procedure is adhered to, such rule, regulation or amendment shall be binding and considered part of this Agreement.

**38.07** All Employers, including the Employer of this specific Agreement, whether or not members of either SMACNA-BC, or the Construction Labour Relations Association agree that these Associations and their Nominees on either the Joint Conference Board or the Joint Adjustment board shall represent them in all matters outlined above.

**CLAUSE 39 - UNION REPRESENTATIVES**

**39.01** 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.

Stewards shall gather and put in safekeeping the tools and belongings of a sick or injured workman.

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.

**39.02** 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.

**39.03** Business Representatives shall have access to jobsites at all times, and shall make a reasonable effort to notify the Company's Representative that he is on the jobsite. 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.

**39.04** Members representing the Local Union No. 280 as a delegate, board, or committee member shall be allowed the necessary time off for those duties, providing notice is given.

#### **CLAUSE 40 - UNION RESERVATIONS**

**40.02** It shall not be considered a violation of this Agreement for members to respect legal picket lines as approved by the Building Trades Council.

#### **CLAUSE 41 - EMPLOYER RESERVATIONS**

**41.01** 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.

#### **CLAUSE 42 - EMPLOYEES AND WORKING SHAREHOLDERS**

**42.01** Each Employer covered by this Agreement shall employ at least one (1) Journeyman Sheet Metal Worker who is not a member of the firm.

**42.02** No representative of the Employer from outside the bargaining unit shall work with sheet metal working tools and equipment until at least one (1) Journeyman is employed. Not more than one (1) such person shall work with such tools. On the jobsite he will be required to possess a Provincial or Interprovincial Tradesman Qualification Ticket.

#### **CLAUSE 43 - SAFETY**

**43.01** All equipment, tools and materials 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.

**43.02** No Employee shall be allowed to ride in the rear of trucks unless such trucks are equipped in accordance with W.C.B. Regulations.

**43.03** It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do 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.

**CLAUSE 44 - SAVINGS CLAUSE**

**44.01** 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, both parties agree to promptly renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes and the other provisions of this Agreement shall not be affected thereby.

**44.02** 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 45 - MATTERS OF LAW**

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

**45.02** The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

**CLAUSE 46 - LOCAL 280 COUNCIL FUND**

**46.01** Ten cents (\$0.10) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employee to the Local 280 Council Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form. None of these monies in direct control of Local 280 will be used for political or anti-Employer activities.

**CLAUSE 47 - REHABILITATION FUND**

**47.01** Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the B.C. Construction Industry Rehabilitation Fund. These monies will be remitted to the fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

**CLAUSE 48 - TECHNOLOGICAL CHANGE**

It is understood and agreed that the Joint Conference Board will discuss and be cognizant of technological change and work towards solutions as to its impact on the industry all in accordance with the respective Labour Laws.

## **CLAUSE 50 - DURATION OF AGREEMENT**

**50.01** Subject to clause 50.02 and 50.03, all provisions of this Agreement shall continue in force and effect, beginning February 1, 2005 and for the period ending on the date that the Union and SMACNA-BC establish as the termination date of the Standard Collective Agreement that replaces the Standard Collective Agreement that expires on April 30, 2005 (the "Current SCA").

**50.02** Any changes to the wages and benefits set out in the Current SCA that are included in the Standard Collective Agreement that replaces the Current SCA (the "new SCA") shall be included in this collective agreement, provided that such changes shall not take effect under this agreement until the date that the new SCA is ratified by all parties to that agreement. Notwithstanding anything in this agreement, the changes to the wages and benefits shall not apply to work on any jobs that the Employer has obtained or has bid prior to the date that the new SCA is ratified by all parties.

**50.03** Employees working on any jobs that are under way or on which the Employer has bid, as of February 1, 2005, shall be paid in accordance with the existing wages and benefits and the Employer's entitlement to contract out shall not be restricted by this agreement in respect of those jobs.

The Employer shall, by February 8, 2005, provide the Union with a list of jobs, which are governed by Clause 50.03, setting out the estimated total number of hours for each job and how many hours remain until the job is completed.

The Employer shall, on the first day of each month after February 2005, provide the Union with an update of the list referred as above.

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

SIGNED ON BEHALF OF:

Arcand Mechanical

Robert Arcand, President

"Robert Arcand"

Date: April 1<sup>st</sup>, 2005

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

"Jim Paquette" Business Manager

"Shawn Boivin" President

DATED THIS 1st DAY OF April YEAR 2005



**ADDENDUM A**

**DECKING, CLADDING, AND ARCHITECTURAL SHEET METAL**

1. Decking, cladding, and architectural panel crews shall be allowed an apprentice variance.
2. There must always be at least one (1) journeyman for every three (3) person decking, cladding and architectural panel crew.
3. Maximum variance allowable – one (1) journeyman, one (1) apprentice, and one (1) pre-apprentice.
4. Pre-apprentice, as per new clause 9.05.
5. Only journeymen, apprentices and pre-apprentices shall work on architectural panels.

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

SIGNED ON BEHALF OF:

Arcand Mechanical

Robert Arcand, President

"Robert Arcand"

Date: April 1<sup>st</sup>, 2005

THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,  
LOCAL UNION NO. 280

"Jim Paquette" Business Manager

"Shawn Boivin" President

DATED THIS 1st DAY OF April YEAR 2005