

# AGREEMENT

BY AND BETWEEN:

**C.C. INDUSTRIES RECREATION LIMITED**

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** C.L.R. means: The Construction Labour Relations Association of British Columbia.

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

**2.05** 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 – STANDARD SHEET METAL AGREEMENT 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;

**CLAUSE 4 – STANDARD SHEET METAL AGREEMENT JURISDICTION** (continued)

- (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 build 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.

**CLAUSE 5 - SECURITY OF TRADE JURISDICTION**

**5.01** In order to protect and maintain the trade jurisdiction of the Sheet Metal Worker and to avoid jurisdictional controversies with the 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.

## **CLAUSE 5 - SECURITY OF TRADE JURISDICTION (continued)**

**5.03** Nothing in the above preclude 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 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.

**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. 280.

## **CLAUSE 6 - PRODUCTION ITEMS**

**6.01** Notwithstanding the provisions of Sub-sections 5.04 and 8.01 of this Agreement, the following items may be purchased at "Production Wage Rates":

1. Running Boards
2. Cab Guards & Rails
3. Box Liners
4. Crossover Tool Boxes and Trays
5. Box Rails and Caps
6. Standard 3', 4', and 5' Dry Boxes
7. Boat Racks
8. Various custom boxes pertaining to pick-up trucks.
9. Fuel tanks (standard pick-up types)

## **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 - WAGES**

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

EFFECTIVE DATE	May 1, 2005 (Ratification)	May 1, 2006	May 1, 2007	May 1, 2008
0000 - 0800 hours	\$9.55	\$9.74	\$9.93	\$10.13
1801 - 2000 hours	11.34	11.57	11.80	12.04
2001 - 3600 hours	13.15	13.41	13.68	13.95
3601 - 5600 hours	15.21	15.51	15.82	16.14
5601 - 8000 hours	17.32	17.67	18.02	18.38
8001 hours	19.10	19.48	19.87	20.27
Lead Hand	21.52	21.95	22.39	22.84

The probationary period shall be 0 – 0800 hours.

The work schedule shall consist of two (2) alternating shifts:

8:00 a.m. to 4:30 p.m.

8:30 a.m. to 5:00 p.m.

The total hours per week by unionized members divided by four (4) equals the amount of students hours allowed:

4 members @ 40 hours per week = 160 hours = 40 student hours per week TOTAL

*Summer hours: June 15 through August 31<sup>st</sup>*

3 members @ 40 hours per week = 120 hours = 30 student hours per week TOTAL

**CLAUSE 9 - PAYMENT OF WAGES AND TERMINATION**

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

**9.02** 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.

**9.03** 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 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.

## **CLAUSE 9 - PAYMENT OF WAGES AND TERMINATION (continued)**

**9.04** 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.

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.

**9.05** 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.

**9.06** 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 10 - HIRING AND UNION SECURITY**

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

**10.02** 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.

**10.03** 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.

Any member who is employed by C.C. Industries Recreation Limited who is laid off must be given first opportunity for re-hire prior to any new worker being hired as long as they are a member in good standing. They must report in forty eight (48) hours, or if unable to do so the delay must be valid and for a reasonable period of time.

## **CLAUSE 11 - HOURS OF LABOUR**

**11.01** Eight (8) hours shall constitute a regular workday, from 8:00 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.

**CLAUSE 11 – HOURS OF LABOUR (continued)**

**11.02** 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.

**11.03** 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.

**11.04** 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 12 - OVERTIME**

**12.01** 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.

**12.02** All overtime shall be paid for at the minimum of one hundred fifty percent (150%) of the appropriate wage rate.

**12.03** 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 13 - SHIFT WORK**

**13.01** 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.

**13.02** 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.

**13.03** 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.

**13.04** 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.

**13.05** 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 14 - HOLIDAYS AND VACATIONS**

**14.01** (a) The recognized statutory holidays that shall be observed are New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day (Canada 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).

**14.02** (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.

**14.03** (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 15 – HEALTH BENEFIT FUND**

**15.01** All contributions shall be as per the Standard Sheet Metal Agreement.

**15.02** 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.

**15.03** 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 16 - DEDUCTION OF BASIC AND SUPPLEMENTARY DUES**

**16.01** (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.

**16.02** 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 17 - FUNDS**

**17.01** 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.

- |  |        |
|--|--------|
| (a) British Columbia Construction Industry Rehabilitation Plan | \$0.02 |
| (b) Local Union No. 280 Promotion Fund                         | \$0.03 |
| (c) Council Fund (Council Fund Contributions start July 2003)  | \$0.02 |

Note: (b & c are a redistribution of the past Centennial Promotion Fund)

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

(a) In the event that the Employer's Remittance is late arriving at the Sheet Metal Workers' (Local 280) In Trust Desk after the 15th day of the month, as postmarked, the administrator will advise the Employer in writing by double registered mail within forty-eight (48) hours of any delinquency.

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.

(b) 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.

**17.03** 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.

**CLAUSE 17 – FUNDS (continued)**

**17.04** Subject to the foregoing 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.

**17.05** In the event any person subject to this Agreement has a claim for benefits under the Health Benefit Fund refused as a result of an Employer's default in payments, such Employer shall be liable for an amount equal to said claim, plus such costs as the Trustees of this Plan may determine.

**17.06** 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.

**17.07** 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 18 - UNIFIED REMITTANCE OF FUNDS**

**18.01** 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.

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

**18.03** 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.

**18.04** 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.

**18.05** Hours of employment as outlined in fund clauses include equivalent hours for holidays and vacations.

**18.06** 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 19 - JOB COMMUTING

**19.01** 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.

**19.02** The travel formula shall be used to determine the amount of remuneration for time spent travelling per one (1) mile (1.6 km).

$$\frac{\text{Lead Hand rate}}{(40 \text{ m.p.h.})} = \frac{\text{travel time in terms}}{\text{of cents per mile}}$$

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

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

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

**19.05** 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 20 - EMPLOYEE VEHICLES

**20.01** 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.

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

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

## CLAUSE 21 - OLDER WORKMEN

**21.01** 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 22 - COFFEE OR REST BREAKS**

**22.01** 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.

**22.02** 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 23 - JOBSITE CONDITIONS**

**23.01** 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 arises, the resulting disagreement shall be adjudicated by a called meeting of the Joint Adjustment Board.

**23.02** 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 or the Customer.

**23.03** 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.

**23.04** 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, WorkSafe BC regulations shall prevail.

**23.05** (a) Standard hand gloves to be supplied by the Employer as required.

(b) Coloured and clear lenses shall be supplied to the welders at the cost of the Employer.

(c) Welding gloves will be supplied by the Employer as required.

(d) All reasonable eye and ear protection to be made available to the Employees.

(e) All gloves, lenses, eye and ear protection must be turned in and distribution of these items to be controlled by mutual agreement.

(f) First Aid Attendant with a ticket shall receive a forty cent (\$0.40) per hour premium. Courses to be taken on employee's own time. Upon successful completion of Industrial First Aid Course, course fees will be reimbursed. All courses must be pre-approved.

Employee chosen will be by mutual agreement between the Shop Steward and Management.

(g) A Bulletin Board shall be made available by the Company for exclusive use of the Union and for the posting of this Agreement and other Union notices.

**CLAUSE 23 – JOBSITE CONDITIONS (continued)**

- (h) Each Employee (not including probationary employees) shall receive one hundred dollars (\$100.00) as a Safety Boot allowance annually.

**CLAUSE 24 - GRIEVANCE PROCEDURE**

**24.01** “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.

**24.02** 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.

**24.03** 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 invocation of the Board, shall permit either party to refer the matter to an Arbitration Board.

**24.04** The party desiring 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.

**24.05** The party receiving the notice shall, within three (3) days, appoint its Nominee to the Board and so notify the other party.

**24.06** 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.

**24.07** 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 25 - UNION REPRESENTATIVES**

**25.01** Shop or Job Stewards shall be recognized by the Employer when appointed by the Business Manager as per Article 15 of the Constitution 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.

**CLAUSE 25 – Union Representatives (continued)**

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

**25.02** 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.

**25.03** 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.

**25.04** 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 26 - UNION RESERVATIONS**

**26.01** The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workmen or workmen whose organization is not affiliated with the Building Trades Council, or the refusal on the part of Union members to install any material that is considered unfair shall not be a violation of this Agreement.

**26.02** 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 27 - EMPLOYER RESERVATIONS**

**27.01** 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 28 - EMPLOYEES AND WORKING SHAREHOLDERS**

**28.01** Each Employer covered by this Agreement shall employ at least one (1) Journeyman Sheet Metal Worker who is not a member of the firm on all work specified in Clause 4 of this Agreement.

**28.02** No contractor or member of a contracting firm shall work with sheet metal working tools and equipment until at least one (1) Journeyman is employed. Not more than one (1) member of a contracting firm shall work with such tools. On jobsites he will be required to possess a Provincial or Interprovincial Tradesman Qualification Ticket.

**CLAUSE 29 - SAFETY**

**29.01** 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.

**29.02** No Employee shall be allowed to ride in the rear of trucks unless such trucks are equipped in accordance with WorkSafe BC regulations.

**29.03** 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 WorkSafe BC regulations may be considered cause for dismissal.

**CLAUSE 30 - SAVINGS CLAUSE**

**30.01** 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.

**30.02** 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 31 - MATTERS OF LAW**

**31.01** 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.

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

**CLAUSE 32 - REHABILITATION FUND**

**32.01** 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 33 - TECHNOLOGICAL CHANGE**

**33.01** 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 34 - DURATION OF AGREEMENT**

**34.01** All provisions of this Agreement shall continue in force and effect, beginning May 1<sup>st</sup>, 2005 and for the period ending April 30<sup>th</sup>, 2009.

**34.02** 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.

***“Upon ratification, each member of the Sheet Metal Workers’ International Association, Local Union No. 280 working under this agreement shall receive Two Hundred dollars (\$200.00) as a signing bonus.”***



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:

**C.C. INDUSTRIES RECREATION LTD.**

\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

Seal

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

\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

Seal

