

SHEET METAL WORKERS LOCAL 280 STANDARD AGREEMENT

By And Between:

Construction Labour Relations Association of BC.,

on its own behalf, on behalf of its member Employers who have authorized CLR to execute this agreement and who are included on the attached signatory list, and those Members added from time to time by notice given to the Union in and/or from the territory defined in Article 3 herein

(hereinafter referred to as "CLR")

And:

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

on behalf of its members

(hereinafter referred to as "the Union")

May 1, 2010 to April 30, 2016

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ARTICLE 1.00 — 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.

ARTICLE 2.00 — SOME DEFINITIONS

- 2.01** UNION means: The Sheet Metal Workers International Association, Local Union No. 280.
- 2.02** CLR means: The Construction Labour Relations Association of British Columbia
- 2.03** SMACNA-BC means: BC Sheet Metal Association
- 2.04** EMPLOYEE means: Any of the Classifications defined in Article 9.
- 2.05** EMPLOYER means: Any of the Sheet Metal Working Contractors, Firms or Companies signatory to this Agreement.
- 2.06** Gender: whenever the masculine gender is used in this Agreement, it is meant to refer equally to the feminine gender and vice versa.

ARTICLE 3.00 — 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.

ARTICLE 4.00 — 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 hydronics, electrical and sound equipment and duct work;
 - (f) all metal working aspects of the showcase, display, neon and metal sign industry;
 - (g) all metal cabinets, custom built tables, counters, fixtures, etc., normally associated with hospital and kitchen 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 on-site 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; and green roofing industry.
- (m) solar heating and cooling systems and all integral equipment included; and
- (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 International Association.

ARTICLE 5.00 — 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 other crafts, the Employer shall procure and embrace in his job, contract and specifications, all sheet metal work, ventilation and air-conditioning work including balancing and all apparatus and equipment required for a complete installation.
- 5.02 The Employer agrees that Employees covered by this Agreement will not be called upon to work on any job where materials and equipment under the jurisdiction of the Union are purchased or supplied by persons or firms other than the Employer.
- 5.03 Nothing in the above precludes various Employers signatory to this Standard Agreement taking various segments of the total job, nor is the intent to force a contractor into a branch of the trade that he does not generally engage in.
- 5.04 In the event that work 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 at the rate and conditions of Local Union No. 280.

ARTICLE 6.00 — PRODUCTION ITEMS

- 6.01 Notwithstanding the provisions of Article 5.04 and 8.01 of this Agreement, the following items may be purchased at "Production Wage Rates":
 - 1. Ventilators
 - 2. Louvers
 - 3. Automatic Dampers
 - 4. Radiator and Air Conditioning Unit enclosures
 - 5. Mixing (attenuation) boxes
 - 6. Plastic skylights

7. Sound attenuators (traps)
8. Air diffusers, grills, registers
9. Dust collecting system "Bag Houses"
10. Fire Dampers
11. Coffee Urns, Ranges and any other item approved by the Joint Conference Board.
12. Access Panels
13. Catalogue fans and air handling units not normally done by the Journeymen section. All disputes will be decided by the Joint Adjustment Board for a final and binding decision.
14. Fans that are approved by the Joint Conference Board.
15. Snap lock pipe and adjustable elbows up to 14" diameter.

ARTICLE 7.00 — 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, ie. as per Article 6.

ARTICLE 8.00 — INTER-LOCAL RELATIONS

- 8.01** On all work specified in Article 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 with which he has an Agreement.
- 8.03** When the Employer has any work specified in Article 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.

Journeymen Sheet Metal Workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Article 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 Article, 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** Health benefit contributions shall not be duplicated.

ARTICLE 9.00 — CLASSIFICATIONS

9.01 The Employer agrees that none but Journeymen and Apprentice Sheet Metal Workers shall be employed on any work described in Article 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 and crate; load and unload trucks; deliver and pick up material. He may also apply duct liner.
- (c) On jobsites, Material men shall be allowed to caulk existing duct systems; load and unload trucks; uncrate and move material to the storage area provided on each floor; and handle for removal of old, excess and waste materials from the jobs.
- (d) Rate of pay to be based at fifty percent (50%) of the Journeyman's rate. Employees who were previously at seventy-five percent (75%) of the Journeyman's rate will remain at seventy-five percent (75%).

9.03 Pre-Apprentices

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

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.

Pre-Apprentices will be under the guidance of Local 280, including dispatch
Local 280 will send Pre-Apprentices Monthly Report Forms to Employers with pre-apprentices

Employers must fill out evaluations of Pre-Apprentices who get laid off.

After 1600 hours of employment a decision must be made regarding the Pre-Apprentice and whether they are suitable to continue in the industry

All hours worked must be reported on the unified remittance form

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

Sheet Metal Pre-Apprentice wages:

0000 – 1600 hours	40%
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Vacation and Statutory Holiday Pay

8%

Pension

0

Health & Welfare

0000 – 0800 hours

BC Medical

0801 – 1600 hours

Local 280 Health Benefit Plan

It is hereby agreed that a maximum ratio of one (1) Pre-Apprentice for every two (2) Apprentices shall be allowable under the terms of this Agreement. Any shop may have one (1) gratis Pre-Apprentice not to be included in this ratio. The preceding is providing that Article 39.04 (a) and (b) are in compliance. The gratis Probationary Apprentice permitted in the shop is not included in this ratio.

9.04 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 Employer, 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 wages 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.

9.05 Foremen

- (a) It is the intent of both parties to this Agreement that the term "Foreman" shall mean any Journeyman Employee of a signatory Employer who is designated by such Employer to supervise activities of other Employees.
- (b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when three (3) to seven (7) Journeymen (inclusive of Foreman) are employed on any jobsite. The "B" Foreman rate of pay shall be the Journeyman Sheet Metal Worker rate plus ten percent (10%) per hour. The Employer shall designate a Journeyman Sheet Metal Worker as "A" Foreman when over seven (7) workmen are employed on any jobsite. The "A" Foreman rate of pay shall be the Journeyman Sheet Metal Worker rate of pay plus fifteen percent (15%) per hour. 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.

9.06 First Year Journeyperson

0000 – 1600 hours, 90% of Journeyperson rate
1601+ hours, 100% of Journeyperson rate

This clause is not applicable to Apprentices who have 1601 plus hours credit as of May 1, 2005.

This clause is in effect for Apprentices who have 1600 hours or less credit as of May 1, 2005.

ARTICLE 10.00 — WAGES

- 10.01** The minimum rate of wages and benefits for all classifications covered by this Agreement are located in Appendix "A" attached hereto.
- 10.02** The Journeyman Sheet Metal Worker and Foremen rates include a ten cents (\$0.10) per hour tool and clothing allowance. Only Apprentices rates are calculated at the appropriate percentage of the Journeyman Sheet Metal Worker rate inclusive of tool allowance.

ARTICLE 11.00 — 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. (Pay cheque 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.
- If the Employer can prove, in writing, that it was beyond the Employer's control, then the above Article does not apply.
- All Employees shall receive one (1) hour notice of layoff or one (1) hour straight time pay in lieu thereof at the Employer's 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.

ARTICLE 12.00 — 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 Employer agrees to require 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.. 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 Article 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.

ARTICLE 13 — HOURS OF LABOUR

- 13.01** It is agreed that eight (8) hours shall constitute a regular work day, from 7:00 a.m. to 5:00 p.m. with 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 Article 15 — Shift Work.
- 13.03** On industrial jobs, the starting and stopping times shall be at the tool lock-up or lunchroom (for non-camp jobs).

It is mutually agreed that the starting and stopping time may be varied by one (1) hour earlier or later than the normal 8:00 a.m. start, at the Employer's discretion.

Effective April 1, 1998, any variance of hours of work or shift scheduling or the work week other than the agreed one (1) hour starting and stopping time variance above, shall only be by mutual consent of the 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:
- (a) 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 Worksafe BC; and
 - (b) 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;
 - (c) in the event an Employee receives an injury on the job that requires medical attention, he will be paid for the time lost that shift, up to a maximum of four (4) hours;
 - (d) should an Employee receive an injury for which he is paid compensation by the Worksafe BC, he will be paid for the remainder of the shift in which the injury occurred.

ARTICLE 14.00 — OVERTIME

- 14.01** The first two (2) hours of overtime Monday through Friday shall be paid at the rate of time and one-half (1 ½) times the otherwise applicable straight time hourly wage rate, and two (2) times this straight time hourly wage rate thereafter. The first eight (8) hours of overtime on Saturdays shall be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate. This provision does not

apply for shutdown work in which case all Saturday work shall be paid at two (2) times the otherwise applicable straight time hourly wage rate. Double time rates shall otherwise apply on Sundays and statutory holidays.

ARTICLE 15.00 — 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 workdays. In the event that the shift schedule does not last the three (3) consecutive workdays, 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** Employees requested to report for shift work shall be notified a minimum of sixteen (16) hours in advance of reporting time.

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

One (1) meal period of one-half (1/2) hour shall be granted and taken at or near the centre portion of the shift and coffee or rest breaks shall be granted in line with the requirements of Article 35.

- 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 (i.e. seven and one-half (7-1/2) hours worked for eight (8) hours pay); graveyard shift crosses after midnight up to 7:00 a.m., one hour premium (i.e. seven (7) hours worked for eight (8) hours pay).

- 15.05** The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or the Tuesday through Friday period.

Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When a fifth (5th) day is worked (the Friday on the Monday through Thursday schedule or the Monday on the Tuesday through Friday schedule) the first ten (10) hours shall be paid at one and one-half (1 ½) times the applicable rate of pay. When a sixth (6th) day is worked (Saturday only), the first eight (8) hours shall be paid at one and one-half (1 ½) times the applicable rate of pay. All other hours on this compressed work schedule (including all other hours on Saturday, Sunday, and statutory holidays) shall be paid at two (2) times the applicable rate of pay.

If the Employer exercises an afternoon or night shift on the compressed workweek format, afternoon or night shift premiums will apply. All afternoon shift hours (second shifts which begin before 8:30 pm) will be paid at 110% of the otherwise applicable straight time hourly rate. All night shift hours (second shifts which begin at 8:30 pm or later) will be paid at 118% of the otherwise applicable straight time hour rate.

All Statutory Holidays which occur during a compressed work week schedule shall be observed on the actual day of the Statutory Holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week of a Saturday or a Sunday, etc.). When a Statutory Holiday is observed in accordance with the foregoing, overtime rates shall not apply on

a regular work day in lieu of the Statutory Holiday. All Statutory Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

- 15.06** In buildings where the customer's requirements are such as to make unworkable the meaning and intent of Article 15.02, Paragraph 1, shifts will be permitted on a one (1) shift basis.
- 15.07** 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.

ARTICLE 16.00 — HOLIDAYS AND VACATIONS

- 16.01 (a)** The recognized Statutory Holidays that shall be observed are: New Year's Day; Family Day; Good Friday, Easter Monday; Victoria 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, either the previous or following work day(s) shall be observed.
- (c)** Every worker covered by this Agreement shall be entitled to two (2) additional holidays that shall, with mutual consent not unduly withheld, be observed by giving his Employer one (1) week's notice of his intentions. It 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.
- 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 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 pay cheque.

ARTICLE 17.00 — HEALTH BENEFIT FUND

- 17.01** The Employer shall contribute two dollars and seventy-six cents (\$2.76) per hour worked and effective May 1, 2012 two dollars and eighty-four cents (\$2.84) per hour worked and effective May 1, 2015 two dollars and ninety-four cents (\$2.94) per hour worked and effective April 30, 2016 three dollars and four cents (\$3.04) per hour worked to the Health Benefit Fund, see Appendix "A".
- 17.02** Employers will not contribute Health Benefit Fund contributions on behalf of Pre-Apprentices until after the Pre-Apprentice has worked 800 hours for which the Employer will provide BC Medical payments only.
- 17.03** 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.

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

ARTICLE 18.00 — PENSION FUND

- 18.01** The Employer shall contribute three dollars and forty-three cents (\$3.43) per hour worked and effective May 1, 2012 three dollars and sixty-three cents (\$3.63) per hour worked and effective May 23, 2014 three dollars and seventy-three cents (\$3.73) per hour worked and effective May 1, 2015 three dollars and eighty-three cents (\$3.83) per hour worked and effective April 30, 2016 three dollars and ninety-three cents (\$3.93) per hour worked to the Pension Plan, see Appendix "A".
- 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.

ARTICLE 19.00 — APPRENTICESHIP AND TRAINING FUND

- 19.01** The Employer shall contribute thirty-one cents (\$0.31) and effective May 1, 2012 thirty-five cents (\$0.35) per hour worked to the Trustees of the Sheet Metal Workers Apprenticeship and Training Fund, see Appendix "A".
- 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.

ARTICLE 20.00 — SHEET METAL WORKERS, LOCAL 280 PROMOTION FUND

- 20.01** The Employer shall contribute three cents (\$0.03) per hour for each and every hour or part hour of employment worked in any job classification to the Sheet Metal Workers Local 280 Promotion Fund, see Appendix "A".
- 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.

ARTICLE 21.00 — SHEET METAL INDUSTRY FUND

- 21.01** The Employer shall contribute twenty-five cents (\$0.25) per hour to the Sheet Metal Industry Fund of B.C. GST payments are applicable to this remittance, see Appendix "A".
- 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.

ARTICLE 22.00 — LOCAL 280 COUNCIL FUND

- 22.01** The Employer shall contribute ten cents (\$0.10) per hour and effective August 1, 2013, twelve cents (\$0.12) for each and every hour or part hour of employment in any job classification 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.

ARTICLE 23.00 — REHABILITATION FUND

- 23.01** The Employer shall pay 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.

ARTICLE 24.00 – CONTRACT ADMINISTRATION FUND

- 24.01** All signatory Employers shall contribute the sum of thirteen cents (\$0.13) and effective December 1, 2011, twelve cents (\$0.12) and effective November 1, 2014, eleven cents (\$0.11) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance for utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereof shall be borne by CLR. The Unions will not have any responsibility for delinquent monies from individual employers.

ARTICLE 25.00 – BCBCBTU FUNDING

- 25.01** The Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours worked or earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

ARTICLE 26.00 — DEDUCTION OF BASIC AND SUPPLEMENTARY DUES

26.01 Basic Dues

- (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.

- 26.02** 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 Article.

ARTICLE 27.00 — FUNDS

- 27.01** 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.

27.02 PENALTY FOR LATE PAYMENT OF FUNDS

- (a) In the event that the Employer's Remittance is late arriving at the Union In-Trust Desk after the 15th day of the month, as post marked, the Union will advise the Employer in writing by 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.

27.03 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 27.02 of this Article shall apply.

27.04 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.

27.05 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.

27.06 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.

27.07 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 Employers 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.

ARTICLE 28.00 — UNIFIED REMITTANCE OF FUNDS

28.01 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.

28.02 All Funds and Checkoff Remittances shall be consolidated into one (1) cheque payable to "Sheet Metal Workers, Local 280 — in Trust".

28.03 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.

28.04 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.

28.05 Hours of employment as outlined in Fund Articles include equivalent hours for holidays and vacations.

28.06 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.

ARTICLE 29.00 — OUT-OF-TOWN JOBS

29.01 Except as noted in Article 30.02, 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 Article shall apply, if not, other appropriate Articles 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.

29.02 All new employees required on out of town jobs shall receive a travel allowance of fifty-four cents (\$0.54) per kilometre by the most direct route plus ferry expenses. The Parties agree that this amount will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. Where the Employer determines the transportation mode shall be by air travel, the Employer shall pay for the cost of air transportation inclusive of ground transportation. Travel allowance shall not apply when employees travel by air transportation.

29.03 Existing long term regular Employees will be paid 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 workdays, 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.

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.

29.04 Where there is no camp accommodation provided, the Employee may elect to receive from the Employer one (1) of the following two (2) options.

(a) Living out allowance (LOA) at a minimum rate of:

Effective April 1, 2012	\$115.00
Effective May 1, 2012	\$120.00
Effective May 1 2013	\$125.00

or:

(b) Employer supplied room plus daily meal allowance of:

Effective April 1, 2012	\$60.00
Effective May 1, 2013	\$62.50

Regardless of which of the above two options the Employee has elected the Employer shall provide such compensation on a seven (7) day a week basis.

If (a) or (b) are chosen, and the Employee requests, the Employer shall provide a cash advance equivalent to the Living Out Allowance or daily meal allowance to an amount not more than seven (7) days or the lesser amount dependent upon the duration of work identified on the employee's dispatch.

Where the Employee has elected to receive compensation under option (b) and where the Employer has supplied accommodation in excess of forty (40) road kilometres from the jobsite, the Employer shall pay a daily travel allowance (for days worked) based on the formula in Article

30.05 of this agreement from the point of accommodation to the jobsite and back to the accommodation.

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.

Hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with him to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.

- 29.05** 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.

- 29.06** 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.

- 29.07** On jobs of over fifty (50) calendar days duration, the Employer shall provide leave on a "use it or lose it" base, every forty (40) calendar days. 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.

- (a) On out of town jobs, the forty (40) day turnaround leave and return allowance will be paid in accordance with the following formula.

Distance from jobsite to home

250 km to 500 km	\$175.00
501 km to 750 km	\$275.00
751 km to 1,000 km	\$375.00
over 1,001 km	\$475.00

The mileage will be computed from the dispatch point. It is agreed that the above amounts will be paid only once for each turnaround.

- 29.08** If an Employee quits or is terminated (other than discharge for just cause) when having been on the job forty (40) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with Article 29.03.

- 29.09** 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.

- 29.10** 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 an eighty (80) kilometre radius of the job site. An eighty

(80) road kilometre radius from the nearest respective city or municipal hall within the job area shall be considered as a free travel zone for local hire Employees and shall travel at no expense to the Employer within that radius. Travel beyond the free zone shall be paid in accordance to conditions specified in Article 31.

- 29.11** On out-of-town jobs where the distance involved between the point of lodging and the job exceeds 1.61 kilometres the Employer shall supply transportation. Travel time in excess of thirty (30) minutes shall be paid. This Article does not apply to construction camps.

On camp jobs, no walking time shall be paid up to 2500 feet (762 meters) from the work site. Beyond 762 meters up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

- 29.12** All travel time shall be straight time.

- 29.13** If an Employee suffers a job-incurred injury on an out-of-town job and if the Worksafe BC 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.

- 29.14** 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 moneys paid on behalf of the member(s).

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

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

ARTICLE 30.00 — JOB COMMUTING

- 30.01** 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.

- 30.02** No Employer will be allowed to declare a job in the Lower Mainland as an out-of-town job for the purposes of Article 29.10 (bona fide residents).

For Employers 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.

- 30.03** Any job within the area of eighty (80) road kilometres 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 Article 31.

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

- 30.04** An Employer, 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 Article 29.04 and Article 29.05.

- 30.05** On any job beyond this radius, fifty-four cents (\$0.54) per kilometre to and from the job and the outer limit of the free travel zone shall be payable as daily travel expenditure.

- 30.06 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.
- 30.07 All Employees, not just drivers, etc., shall receive the aforementioned amounts as and if they qualify.
- 30.08 If the Employer supplies transportation outside regular hours, travel expense shall not apply, only travel time shall apply.
- 30.09 Any or all of the above conditions may be altered or removed on a job by job basis by the Joint Conference Board's designated Appointees in pre-bid situations only.

ARTICLE 31.00 — EMPLOYEE VEHICLES

- 31.01 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 forty cents (\$0.40) per kilometre.

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, the Employer will pay the parking fee on the first and last day of employment on that job.

- 31.02 It is however, understood that no Employee shall use his personal vehicle as a means of transportation for the Employers' tools, materials or equipment.
- 31.03 Ownership and/or use of a vehicle shall not be a condition of employment.

ARTICLE 32.00 — STANDARDIZATION OF AGREEMENT

- 32.01 This Agreement shall be considered as Standard for the Sheet Metal Working Industry in the area laid out in the Geographical Jurisdiction.
- 32.02 The Union shall not make any different Agreements with other Employers covering the Geographical and Trade Jurisdiction defined herein.
- 32.03 The Union agrees to endeavour to have its regular members work only for such Employers who agree to comply with the provisions of this or similar Agreements.
- 32.04 This Article is not to be construed as to prevent members of the Union being employed by Public Boards.

ARTICLE 33.00 — UNDERGROUND PAY

- 33.01 On industrial projects employees required to work underground shall receive prevailing rates plus ten percent (10%).
- 33.02 This Article will not apply to work performed within basements of buildings or open ditches.

ARTICLE 34.00 — OLDER WORKMEN

- 34.01 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.

ARTICLE 35.00 — COFFEE OR REST BREAKS

- 35.01 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.

35.02 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.

35.03 If up to one (1) hour of overtime is worked at the end of the normal shift, no rest break 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 be worked. If more than two (2) hours, but less than four (4) 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 for it's consumption.

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

35.04 On shifts of ten (10) hours, the Employee will be given two (2) fifteen (15) minute coffee or rest breaks, each coffee or rest break to be taken at the midway portion of each five (5) hour portion of the the day unless workplace conditions require a variance. If a second meal break is provided, the coffee or rest breaks will revert to ten (10) minutes each. All additional meal breaks will be paid at straight time rates.

ARTICLE 36.00 - JOBSITE CONDITIONS

36.01 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 Article 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.

36.02 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.

36.03 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.

36.04 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's Regulations shall prevail.

36.05 (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.

ARTICLE 37.00 — TOOLS

37.01 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

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|------------------------------------|--------------------------------|
| 1 set of Dividers | 1 Scratch Awl |
| 1 Adjustable Wrench (8" or better) | 2 Hammers (one Tinners) |
| 1 Medium Drift Pin | 1 Centre Punch |
| 1 pair Folders (Vise-grip type) | 1 Standard Vise-grip Pliers |
| 1 Level (12" - 18") | 1 Set Trammel Points |
| 1 Tri-Square | 1 Plumb-bob chalk line |
| 3 Assorted Screwdrivers | 1 Tool Box |
| 1 Measuring Tape | 1 Safety Hat (on construction) |
| 1 Hacksaw Frame | |

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

37.03 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:

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

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 Article 37.01.

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

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

ARTICLE 38.00 — TRADESMEN'S QUALIFICATIONS

38.01 Both parties signatory to this Agreement agree to abide by the rules and regulations laid down in the (ITA) Industry Training Authority Regulations.

38.02 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 (ITA) Industry Training Authority Act and who cannot show an Exemption or Certificate of Qualification, or who refuses to apply for the Tradesmen's Qualification Exam.

ARTICLE 39.00 — APPRENTICESHIP

39.01 All Apprentices shall be employed in accordance with the provisions of the (ITA) Industry Training Authority Act and all parties agree to observe the provisions thereof.

39.02 All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship Board composed of 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.

- 39.03** 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.
- 39.04** (a) It is hereby agreed that a maximum ratio of one (1) Apprentice for the shop and one (1) additional 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.
- 39.05** 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.
- 39.06** Employers wishing to hire indentured Apprentices shall contact the Joint Board's Coordinator who shall after determining that the proper ratio is being complied with, dispatch the requested Apprentice to the Union, the Union in turn dispatching to the Employer. 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.
- 39.07** Notwithstanding anything to the contrary contained within this Article, it is understood that an Apprentice may be assigned to work with a single Journeyman outside a shop.
- 39.08** All apprentices who have not completed their technical training shall contribute one dollar (\$1.00) per hour into the Sheet Metal Apprenticeship and Schooling Fund.

ARTICLE 40.00 — JURISDICTIONAL DISPUTES

- 40.01** 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".
- 40.02** Should a jurisdictional dispute arise, there shall be no work stoppages and the offended Trade may apply for a decision from the General Offices of the Unions concerned or from the Impartial Jurisdictional Disputes Board for the Construction Industry, whichever be appropriate. Such decisions shall be final and binding.
- 40.03 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 of 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.
- (f) Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JA Plan), the union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, unless the union has obtained a ruling from the Umpire in its favour, in which event the union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

40.04 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 form provided for in this Collective Agreement for each hour of work performed by each Employee covered by this Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

ARTICLE 41.00 — GRIEVANCE PROCEDURE

- 41.01** "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.
- 41.02** 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.
- 41.03** 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 method(s) within ten (10) days of invocation of the Board, shall permit either party to refer the matter to an Arbitration Board.

- 41.04** 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.
- 41.05** The party receiving the notice shall, within three (3) days, appoint its Nominee to the Board and so notify the other party.
- 41.06** 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.
- 41.07** 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.

ARTICLE 42.00 — JOINT CONFERENCE BOARD — JOINT ADJUSTMENT BOARD

- 42.01** A Joint Conference Board shall be formed of five (5) members nominated by the 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 once a month.
- 42.02** A Joint Adjustment Board shall also be formed of five (5) members nominated by the Mainland Sheet Metal Trade Advisory Committee of Construction Labour Relations Association 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 Article 42.05.
- 42.03** 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 Article 42.
- 42.04** 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 fulfil such other obligations, exclusive of labour relations matters as may be defined as being of mutual concern to the Trade Association and the Union.
- 42.05** The Joint Adjustment Board shall have the power, authority and duty to:
- (a) Subject to the provisions of Article 42.03 to supplement and/or amend existing agreements, no amendment to this Agreement will reduce or eliminate any joint industry fund negotiated between the BCBCBTU and CLR (ie: Rehabilitation Fund) or individual dues to umbrella organizations, without the prior written consent of the BCCBTU and CLR.
 - (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 Article 42.
 - (d) To fulfil such other obligations contained in this Agreement as from time to time may arise.
- 42.06** 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.
- 42.07** 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.

ARTICLE 43.00 — UNION REPRESENTATIVES

- 43.01** Shop or Job Stewards shall be recognized by the Employer when appointed 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 of Stewards. The Employer agrees to notify the Union in writing stating the reasons for layoff or termination of any Steward.
- 43.02** 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.
- 43.03** 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.
- 43.04** 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.

ARTICLE 44.00 — UNION RESERVATIONS

- 44.01** 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.
- 44.02** It shall not be considered a violation of this Agreement for members to respect legal picket lines as approved by the Building Trades Council.
- 44.03** In order to regain market share, the Business Manager may alter the terms and conditions of this Agreement. Altered conditions shall only apply to those projects targeted to gain work for the membership and apply only to fieldwork.

ARTICLE 45.00 — EMPLOYER RESERVATIONS

- 45.01** The management of the Employer'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.

ARTICLE 46.00 — EMPLOYEES AND WORKING SHAREHOLDERS

- 46.01** 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 Article 4 of this Agreement.
- 46.02** 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.

ARTICLE 47.00 — SAFETY

- 47.01** 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.
- 47.02** No Employee shall be allowed to ride in the rear of trucks unless such trucks are equipped in accordance with Worksafe BC's Regulations.
- 47.03** 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.

ARTICLE 48.00 — SAVING ARTICLE

- 48.01** 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.
- 48.02** 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.

ARTICLE 49.00 — MATTERS OF LAW

- 49.01** Copies of this Agreement shall be deposited as may be required by law.

ARTICLE 50.00 — MULTI-EMPLOYER CERTIFICATION ARTICLE

- 50.01** It is understood that Contractors signed to this Standard Sheet Metal Working Agreement do so voluntarily and recognize the said Agreement and the conditions therein and agree to be bound accordingly.

ARTICLE 51.00 — TECHNOLOGICAL CHANGE

- 51.01** 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.

ARTICLE 52.00 — DURATION OF AGREEMENT

52.01 All provisions of this Agreement shall continue in force and effect beginning May 1, 2010 and for the period ending April 30, 2016.

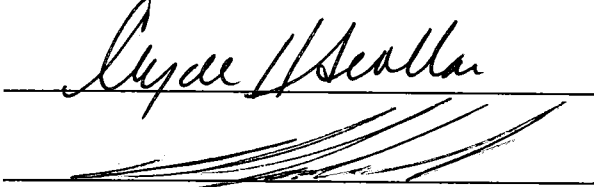
It shall continue in force and effect from year to year thereafter unless either party shall desire a change and shall file notice in writing of changes desired at any time during a four (4) month period prior to April 30th in any year and the established wage scales and conditions specified herein, shall continue in force and effect pending the negotiation and settlement of any proposed changes suggested by either party.

The operation of Sections 50 (2) and (3) of the Labour Relations Code are hereby excluded.

SIGNED THIS 27 DAY OF June, 2016.

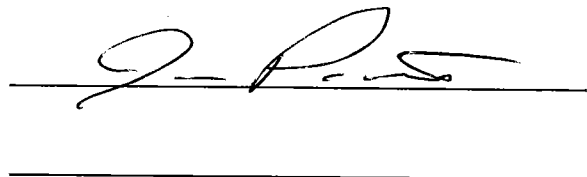
SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:



SIGNED ON BEHALF OF THE:

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION, LOCAL UNION 280



ADDENDUM A

DECKING AND CLADDING

1. Decking and cladding crews may be allowed an apprentice variance.
2. There must always be at least one (1) Journeyman for every three (3) men decking and/or cladding.
3. Maximum variance allowable: one (1) Journeyperson, one (1) Apprentice, and one (1) Pre-apprentice.
4. Pre-Apprentice, to a maximum of 1600 hours or until he becomes a material man or Apprentice, will receive no benefits and a wage rate of 40% of the Journeyperson rate of pay. Dues will be as per Apprentices.
5. C.L.R.A. shall "me too" the Residential Agreement negotiated by and between SMACNA-BC and S.M.W.I.A. Local 280.
6. C.L.R.A. shall "me too" the Manufacturing Agreement negotiated by and between SMACNA-BC and S.M.W.I.A. Local 280.

SIGNED THIS 27 DAY OF June, 2016

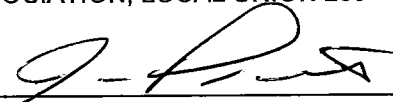

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:




SIGNED ON BEHALF OF THE UNION:

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION, LOCAL UNION 280

ADDENDUM B

ARCHITECTURAL PANEL CREWS

1. Architectural Panel crews shall be allowed an apprentice variance.
2. There must always be at least one (1) journeyperson for every three (3) architectural panel crew.
3. Maximum variance allowable - one (1) journeyperson, one (1) apprentice, and one (1) probationary apprentice.
4. Pre-Apprentice - to a maximum of 1600 hours or until he/she becomes a Material Handler or a registered Apprentice. Pre-Apprentices shall receive coverage as follows:

0000-0800 hours	B.C. Medical
0801-1600 hours	Local 280 Health Benefit Plan

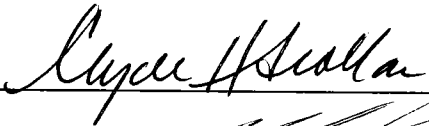
Pre-Apprentices shall receive BC Medical as soon as coverage is allowed under government regulations up to 800 hours and then they shall receive Local Union 280 Health & Welfare benefits.
5. Only journeypersons, apprentices and Pre-Apprentices shall work on architectural panels.

The SMACNA-BC representatives agree to recommend to their Board that this agreement should form the basis of the SMACNA-BC/Sheet Metal Workers Local 280 collective agreement.

SIGNED THIS 27 DAY OF June, 2016.

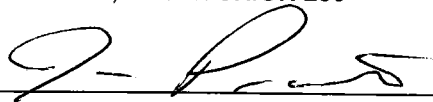
SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:



SIGNED ON BEHALF OF THE UNION:

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION, LOCAL UNION 280



APPENDIX A

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

Breakdown of Monetary Package	April 1, 2012				May 1, 2012			
	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package
"A" Foreman 115%	\$38.67	\$4.64	\$7.04	\$50.35	\$39.48	\$4.74	\$7.36	\$51.58
"B" Foreman 110%	\$36.99	\$4.44	\$7.04	\$48.47	\$37.76	\$4.53	\$7.36	\$49.65
Journeyman 100%	\$33.63	\$4.04	\$7.04	\$44.71	\$34.33	\$4.12	\$7.36	\$45.81
1st Year Journeyman 90%	\$30.27	\$3.63	\$7.04	\$40.94	\$30.90	\$3.71	\$7.36	\$41.97
Journeyman Welder ² 100%	\$33.53	\$4.02	\$7.04	\$44.59	\$34.23	\$4.11	\$7.36	\$45.70
Welder ² 85%	\$28.50	\$3.42	\$7.04	\$38.96	\$29.10	\$3.49	\$7.36	\$39.95
Material Man (Grandparented) 75%	\$25.22	\$3.03	\$7.04	\$35.29	\$25.75	\$3.09	\$7.36	\$36.20
Material Man 50%	\$16.82	\$2.02	\$7.04	\$25.88	\$17.17	\$2.06	\$7.36	\$26.59
Apprentices:								
4,801 - 6,400 Hours 80%	\$26.90	\$3.23	\$7.04	\$37.17	\$27.46	\$3.30	\$7.36	\$38.12
3,201 - 4,800 Hours 70%	\$23.54	\$2.82	\$7.04	\$33.40	\$24.03	\$2.88	\$7.36	\$34.27
1,601 - 3,200 Hours 60%	\$20.18	\$2.42	\$7.04	\$29.64	\$20.60	\$2.47	\$7.36	\$30.43
0 - 1,600 Hours 50%	\$16.82	\$2.02	\$7.04	\$25.88	\$17.17	\$2.06	\$7.36	\$26.59
Pre-Apprentice (After 800 Hours) ¹ 40%	\$13.45	\$1.08	\$2.76	\$17.29	\$13.73	\$1.10	\$2.84	\$17.67
Pre-Apprentice (First 800 Hours) ¹ 40%	\$13.45	\$1.08	\$0.00	\$14.53	\$13.73	\$1.10	\$0.00	\$14.83
Employer Contributions	April 1, 2012				May 1, 2012			
	W							
Health Benefit Fund	W	\$2.76				\$2.84		
Pension	W	\$3.43				\$3.63		
Sheet Metal Apprenticeship Fund	W	\$0.31				\$0.35		
Local 280 Council Fund	W	\$0.10				\$0.10		
Rehabilitation Fund	W	\$0.02				\$0.02		
BCBCBTU Fund	W	\$0.01				\$0.01		
BC Assignment Plan Fund	W	\$0.01				\$0.01		
Contract Administration Fund	W	\$0.12				\$0.12		
Local 280 Promotion Fund	W	\$0.03				\$0.03		
Sheet Metal Industry Fund ⁴	W	\$0.25				\$0.25		
* Total Employer Contributions - Straight Time Hours		\$7.04				\$7.36		
* Total Employer Contributions - 1.5X Overtime Hours		\$7.04				\$7.36		
* Total Employer Contributions - 2X Overtime Hours		\$7.04				\$7.36		

1. Pre-Apprentice - Vacation & Holiday Pay is 8%. Employer Contributions do not apply. Health Contribution applies after 800 hours; for first 800 hours, the Employer will provide BC Medical.

2. Journeyman Welder and Welder Classifications are not entitled to the tool allowance.

3. Remittance forms require all Employer Contributions to be paid on 12% more hours than those actually worked therefore actual cost to the Employer is higher than reflected. Call CLR for further

4. GST is to be added to Sheet Metal Industry Fund.

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

		April 1, 2012			May 1, 2012		
Employee Deductions	Hourly Dues		Local 280 Council Fund	Local 280 Promotion Fund			
	W		W		W		W
	\$0.16		n/a		n/a		n/a
All Classes	Total Employee Deductions				Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours		Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
	\$0.16	\$0.16	\$0.16		\$0.16	\$0.16	\$0.16

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned

Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

	August 1, 2013				May 23, 2014			
	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package
Breakdown of Monetary Package								
"A" Foreman 115%	\$40.69	\$4.88	\$7.38	\$52.95	\$41.64	\$5.00	\$7.48	\$54.12
"B" Foreman 110%	\$38.92	\$4.67	\$7.38	\$50.97	\$39.83	\$4.78	\$7.48	\$52.09
Journeyman 100%	\$35.38	\$4.25	\$7.38	\$47.01	\$36.21	\$4.35	\$7.48	\$48.04
1st Year Journeyman 90%	\$31.84	\$3.82	\$7.38	\$43.04	\$32.59	\$3.91	\$7.48	\$43.98
Journeyman Welder ² 100%	\$35.28	\$4.23	\$7.38	\$46.89	\$36.11	\$4.33	\$7.48	\$47.92
Welder ² 85%	\$29.99	\$3.60	\$7.38	\$40.97	\$30.69	\$3.68	\$7.48	\$41.85
Material Man (Grandparented) 75%	\$26.54	\$3.18	\$7.38	\$37.10	\$27.16	\$3.26	\$7.48	\$37.90
Material Man 50%	\$17.69	\$2.12	\$7.38	\$27.19	\$18.11	\$2.17	\$7.48	\$27.76
Apprentices:								
4,801 - 6,400 Hours 80%	\$28.30	\$3.40	\$7.38	\$39.08	\$28.97	\$3.48	\$7.48	\$39.93
3,201 - 4,800 Hours 70%	\$24.77	\$2.97	\$7.38	\$35.12	\$25.35	\$3.04	\$7.48	\$35.87
1,601 - 3,200 Hours 60%	\$21.23	\$2.55	\$7.38	\$31.16	\$21.73	\$2.61	\$7.48	\$31.82
0 - 1,600 Hours 50%	\$17.69	\$2.12	\$7.38	\$27.19	\$18.11	\$2.17	\$7.48	\$27.76
Pre-Apprentice (After 800 Hours) ¹ 40%	\$14.15	\$1.13	\$2.84	\$18.12	\$14.48	\$1.16	\$2.84	\$18.48
Pre-Apprentice (First 800 Hours) ¹ 40%	\$14.15	\$1.13	\$0.00	\$15.28	\$14.48	\$1.16	\$0.00	\$15.64
Employer Contributions								
Health Benefit Fund W		\$2.84					\$2.84	
Pension W		\$3.63					\$3.73	
Sheet Metal Apprenticeship Fund W		\$0.35					\$0.35	
Local 280 Council Fund W		\$0.12					\$0.12	
Rehabilitation Fund W		\$0.02					\$0.02	
BCBCBTU Fund W		\$0.01					\$0.01	
BC Assignment Plan Fund W		\$0.01					\$0.01	
Contract Administration Fund W		\$0.12					\$0.12	
Local 280 Promotion Fund W		\$0.03					\$0.03	
Sheet Metal Industry Fund ⁴ W		\$0.25					\$0.25	
* Total Employer Contributions - Straight Time Hours		\$7.38					\$7.48	
* Total Employer Contributions - 1.5X Overtime Hours		\$7.38					\$7.48	
* Total Employer Contributions - 2X Overtime Hours		\$7.38					\$7.48	

1. Pre-Apprentice - Vacation & Holiday Pay is 8%. Employer Contributions do not apply. Health Contribution applies after 800 hours; for first 800 hours, the Employer will provide BC Medical.

2. Journeyman Welder and Welder Classifications are not entitled to the tool allowance.

3. Remittance forms require all Employer Contributions to be paid on 12% more hours than those actually worked therefore actual cost to the Employer is higher than reflected. Call CLR for further

4. GST is to be added to Sheet Metal Industry Fund.

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

		August 1, 2013			May 23, 2014		
Employee Deductions	Hourly Dues		Local 280 Council Fund	Local 280 Promotion Fund			
	W		W		W		W
All Classes	\$0.16	n/a	n/a	n/a	#N/A	n/a	n/a
		Total Employee Deductions			Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours		Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
	\$0.16	\$0.16	\$0.16	\$0.16	#N/A	#N/A	#N/A
All Classes							

Note: Hourly Dues Changed from \$0.16 to \$0.19 per hour on July 4, 2015.

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned
 Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

Breakdown of Monetary Package	November 1, 2014				May 1, 2015			
	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package
"A" Foreman 115%	\$41.64	\$5.00	\$7.47	\$54.11	\$42.78	\$5.13	\$7.52	\$55.43
"B" Foreman 110%	\$39.83	\$4.78	\$7.47	\$52.08	\$40.92	\$4.91	\$7.52	\$53.35
Journeyman 100%	\$36.21	\$4.35	\$7.47	\$48.03	\$37.20	\$4.46	\$7.52	\$49.18
1st Year Journeyman 90%	\$32.59	\$3.91	\$7.47	\$43.97	\$33.48	\$4.02	\$7.52	\$45.02
Journeyman Welder ² 100%	\$36.11	\$4.33	\$7.47	\$47.91	\$37.10	\$4.45	\$7.52	\$49.07
Welder ² 85%	\$30.69	\$3.68	\$7.47	\$41.84	\$31.54	\$3.78	\$7.52	\$42.84
Material Man (Grandparented) 75%	\$27.16	\$3.26	\$7.47	\$37.89	\$27.90	\$3.35	\$7.52	\$38.77
Material Man 50%	\$18.11	\$2.17	\$7.47	\$27.75	\$18.60	\$2.23	\$7.52	\$28.35
Apprentices:								
4,801 - 6,400 Hours 80%	\$28.97	\$3.48	\$7.47	\$39.92	\$29.76	\$3.57	\$7.52	\$40.85
3,201 - 4,800 Hours 70%	\$25.35	\$3.04	\$7.47	\$35.86	\$26.04	\$3.12	\$7.52	\$36.68
1,601 - 3,200 Hours 60%	\$21.73	\$2.61	\$7.47	\$31.81	\$22.32	\$2.68	\$7.52	\$32.52
0 - 1,600 Hours 50%	\$18.11	\$2.17	\$7.47	\$27.75	\$18.60	\$2.23	\$7.52	\$28.35
Pre-Apprentice (After 800 Hours) ¹ 40%	\$14.48	\$1.16	\$2.84	\$18.48	\$14.88	\$1.19	\$2.94	\$19.01
Pre-Apprentice (First 800 Hours) ¹ 40%	\$14.48	\$1.16	\$0.00	\$15.64	\$14.88	\$1.19	\$0.00	\$16.07
Employer Contributions	November 1, 2014				May 1, 2015			
Health Benefit Fund W		\$2.84				\$2.94		
Pension W		\$3.73				\$3.83		
Sheet Metal Apprenticeship Fund W		\$0.35				\$0.35		
Local 280 Council Fund W		\$0.12				n/a		
Rehabilitation Fund W		\$0.02				\$0.02		
BCBCBTU Fund W		\$0.01				\$0.01		
BC Assignment Plan Fund W		\$0.01				\$0.01		
Contract Administration Fund W		\$0.11				\$0.11		
Local 280 Promotion Fund W		\$0.03				n/a		
Sheet Metal Industry Fund ⁴ W		\$0.25				\$0.25		
* Total Employer Contributions - Straight Time Hours		\$7.47				\$7.52		
* Total Employer Contributions - 1.5X Overtime Hours		\$7.47				\$7.52		
* Total Employer Contributions - 2X Overtime Hours		\$7.47				\$7.52		

1. Pre-Apprentice - Vacation & Holiday Pay is 8%. Employer Contributions do not apply. Health Contribution applies after 800 hours; for first 800 hours, the Employer will provide BC Medical.
2. Journeyman Welder and Welder Classifications are not entitled to the tool allowance.
3. Remittance forms require all Employer Contributions to be paid on 12% more hours than those actually worked therefore actual cost to the Employer is higher than reflected. Call CLR for further
4. GST is to be added to Sheet Metal Industry Fund.

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

		November 1, 2014		May 1, 2015	
Employee Deductions	Hourly Dues		Local 280 Council Fund	Local 280 Promotion Fund	
	W		W	W	W
	#N/A	n/a		\$0.13	\$0.03
All Classes	Total Employee Deductions		Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours	1.5X Overtime Hours	2X Overtime Hours
	#N/A	#N/A	#N/A	\$0.32	\$0.32

Note: Hourly Dues Changed from \$0.16 to \$0.19 per hour on July 1, 2015.

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned

Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

Breakdown of Monetary Package	November 1, 2015				April 30, 2016			
	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions *1,3	Total Monetary Package
"A" Foreman 115%	\$42.61	\$5.11	\$7.67	\$55.39	\$43.67	\$5.24	\$7.87	\$56.78
"B" Foreman 110%	\$40.76	\$4.89	\$7.67	\$53.32	\$41.77	\$5.01	\$7.87	\$54.65
Journeyman 100%	\$37.05	\$4.45	\$7.67	\$49.17	\$37.97	\$4.56	\$7.87	\$50.40
1st Year Journeyman 90%	\$33.35	\$4.00	\$7.67	\$45.02	\$34.17	\$4.10	\$7.87	\$46.14
Journeyman Welder ² 100%	\$36.95	\$4.43	\$7.67	\$49.05	\$37.87	\$4.54	\$7.87	\$50.28
Welder ² 85%	\$31.41	\$3.77	\$7.67	\$42.85	\$32.19	\$3.86	\$7.87	\$43.92
Material Man (Grandparented) 75%	\$27.79	\$3.33	\$7.67	\$38.79	\$28.48	\$3.42	\$7.87	\$39.77
Material Man 50%	\$18.53	\$2.22	\$7.67	\$28.42	\$18.99	\$2.28	\$7.87	\$29.14
Apprentices:								
4,801 - 6,400 Hours 80%	\$29.64	\$3.56	\$7.67	\$40.87	\$30.38	\$3.65	\$7.87	\$41.90
3,201 - 4,800 Hours 70%	\$25.94	\$3.11	\$7.67	\$36.72	\$26.58	\$3.19	\$7.87	\$37.64
1,601 - 3,200 Hours 60%	\$22.23	\$2.67	\$7.67	\$32.57	\$22.78	\$2.73	\$7.87	\$33.38
0 - 1,600 Hours 50%	\$18.53	\$2.22	\$7.67	\$28.42	\$18.99	\$2.28	\$7.87	\$29.14
Pre-Apprentice (After 800 Hours) ¹ 40%	\$14.82	\$1.19	\$2.94	\$18.95	\$15.19	\$1.22	\$3.04	\$19.45
Pre-Apprentice (First 800 Hours) ¹ 40%	\$14.82	\$1.19	\$0.00	\$16.01	\$15.19	\$1.22	\$0.00	\$16.41
Employer Contributions	November 1, 2015				April 30, 2016			
Health Benefit Fund W		\$2.94				\$3.04		
Pension W		\$3.83				\$3.93		
Sheet Metal Apprenticeship Fund W		\$0.35				\$0.35		
Local 280 Council Fund W		\$0.12				\$0.12		
Rehabilitation Fund W		\$0.02				\$0.02		
BCBCBTU Fund W		\$0.01				\$0.01		
BC Assignment Plan Fund W		\$0.01				\$0.01		
Contract Administration Fund W		\$0.11				\$0.11		
Local 280 Promotion Fund W		\$0.03				\$0.03		
Sheet Metal Industry Fund ⁴ W		\$0.25				\$0.25		
* Total Employer Contributions - Straight Time Hours		\$7.67				\$7.87		
* Total Employer Contributions - 1.5X Overtime Hours		\$7.67				\$7.87		
* Total Employer Contributions - 2X Overtime Hours		\$7.67				\$7.87		

1. Pre-Apprentice - Vacation & Holiday Pay is 8%. Employer Contributions do not apply. Health Contribution applies after 800 hours; for first 800 hours, the Employer will provide BC Medical.
2. Journeyman Welder and Welder Classifications are not entitled to the tool allowance.
3. Remittance forms require all Employer Contributions to be paid on 12% more hours than those actually worked therefore actual cost to the Employer is higher than reflected. Call CLR for further.
4. GST is to be added to Sheet Metal Industry Fund.

Sheet Metal Workers Local 280 Standard Agreement - ICI Rates

		November 1, 2015		April 30, 2016	
Employee Deductions	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Local 280 Council Fund	Local 280 Promotion Fund
	W	W	W	W	W
	\$0.19	n/a	n/a	\$0.19	n/a
All Classes	Total Employee Deductions		Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours	1.5X Overtime Hours	2X Overtime Hours
	\$0.19	\$0.19	\$0.19	\$0.19	\$0.19

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours Earned
 Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

APPENDIX B

STANDARD FORMAT FOR SAFETY MEETINGS

- (a) Date, time of commencement and adjournment.
- (b) Name, address and phone number of prime contractor.
- (c) Location and phone number of project.
- (d) Members of committee present (note chairperson and secretary). List of Names with spaces for Occupation, Name of Contractor and Company Crew Size.
- (e) Contractors or trades not represented (Name and Contractor or Trade).
- (f) Minutes of previous meeting read.
- (g) Report of dispensation of previous recommendations.
- (h) Accidents or injuries investigated since previous meeting.
- (i) Weekly jobsite meeting's report.
- (j) Any unsafe conditions per Workers' Compensation Board inspection or observation report read into minutes, including the date, report number and name of inspector.
- (k) First Aid Report
The attendant's name, grade and number. Report of injuries since previous meeting.
- (l) Accidents or injuries requiring further investigation.
- (m) Member's reports of unsafe conditions identifying the problem, corrective action, and responsibility.
- (n) Work schedule projections.
- (o) Other business.
- (p) Date of next meeting.
- (q) Secretary's signature.

LIST OF SIGNATORY CONTRACTORS

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing of this Agreement, the following employers have authorized CLR to bargain a renewal Sheet Metal Workers Local 280 Standard Agreement on their behalf with the Sheet Metal Workers International Association, Local No. 280:

- | | | | |
|-----|--|-----|--|
| 1. | 101 Industries Ltd. | 13. | HBBC |
| 2. | Admiral Roofing Ltd. | 14. | Huron Developments (1990) Ltd. |
| 3. | Agvale Industries Ltd. | 15. | J.R. Trory & Company Ltd. |
| 4. | Alpha Roofing & Sheet Metal Inc. | 16. | Jacobs Industrial Services Ltd. |
| 5. | Archie Johnstone Plumbing & Heating Ltd. | 17. | Keith Plumbing and Heating Co. Ltd. |
| 6. | Babcock & Wilcox Industries Ltd. | 18. | LML Industrial Contractors Ltd. |
| 7. | Bollman Roofing & Sheet Metal Ltd. | 19. | Nelson Roofing & Sheet Metal Ltd. |
| 8. | Campbell & Grill Limited | 20. | Pacific Rim Industrial Insulation Ltd. |
| 9. | Century Plumbing & Heating Ltd. | 21. | Remco Insulation Ltd. |
| 10. | CIMS Limited Partnership | 22. | Termel Industries Ltd. |
| 11. | Coast Hudson Ltd. | 23. | TVE Industrial Services Ltd. |
| 12. | Fuller Austin Inc. | 24. | Westcor Services Limited |
| | | 25. | Zanron Fabrication & Machine Co. Ltd. |

