

# STANDARD SHEET METAL WORKING AGREEMENT

This Collective Trade Agreement dated for reference the 29<sup>th</sup> of July 2019 and named for reference the STANDARD SHEET METAL WORKING AGREEMENT.

BY AND BETWEEN:

**British Columbia Sheet Metal Association  
(SMACNA-BC) Bargaining Group**



AND:

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

## **CLAUSE 1 - OBJECT**

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

## **CLAUSE 2 - SOME DEFINITIONS**

**2.01** UNION means: INTERNATIONAL ASSOCIATION of SHEET METAL, AIR, RAIL TRANSPORTATION WORKERS, LOCAL UNION NO. 280

Should the Union change its name or be a party to a merger or acquisition pursuant to Section 37 of the BC Labour Relations Code. The Employer agrees to continue to recognize the Union, in its new or changed form, as the bargaining representative for the Employees of the Employer. The Employer further agrees to support the Unions position should any Section 37 proceeding at the Board be necessary.

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

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

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

## **CLAUSE 3 - GEOGRAPHICAL JURISDICTION**

**3.01** This Agreement shall affect and control all work performed by the Employees defined herein, coming under the Trade Jurisdiction of the Sheet Metal, Air, Rail, Transportation Workers Union (SMART) within the territorial jurisdiction granted to Local Union No. 280, defined herein as the Yukon Territory and the Province of British Columbia, excluding Vancouver Island.

**CLAUSE 4 - TRADE JURISDICTION**

**4.01** This Agreement covers the rates of pay, rules and working conditions of all Employees of the Employer engaged in but not limited to:

- (a) the manufacture, layout, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustments, alteration, repair and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof;
- (b) all pollution control systems, dust collecting and control systems, air-slide, grain spouting, material blowing, air-veyor and other air systems;
- (c) all heating, ventilating and air-conditioning systems and all other forms of air handling systems regardless of material used, including the setting of all equipment and all reinforcements and hangers in connection therewith;
- (d) all lagging over insulation and all duct lining;
- (e) testing, balancing and commissioning of all air-handling equipment, including air hydronic, electrical and sound equipment and duct work;
- (f) all metal working aspects of the showcase, display, neon and metal sign industry;
- (g) all metal cabinets, custom built tables, counters, fixtures, etc., normally associated with hospital and kitchen equipment work;
- (h) all sheet metal cladding, sheeting and decking regardless of the type of structural frame involved;
- (i) the placing and installation of standard metal production items such as metal shelving, metal lockers, window frames, toilet partitions, ceiling fans, etc.;
- (j) the preparation of all onsite sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches;
- (k) all rigging, lifting and placing of sheet metal trade materials on the jobsite;
- (l) all sheet metal gutters, flashing, copings, vents, etc., associated with the roofing and green roofing industry;
- (m) solar heating and cooling systems and all integral equipment included;
- (n) downloading of Computer Aided Manufacturing (CAM) Systems that are located on the Shop Floor and the physical work related with such equipment on the Shop Floor; and
- (o) all other work included in the jurisdictional claims of the Sheet Metal Workers Association.

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

**5.01** In order to protect and maintain the trade jurisdiction of the Sheet Metal Worker and to avoid jurisdictional controversies with the other crafts, the Employer shall procure and embrace in his job, contract and specifications, all sheet metal work, ventilation and air-conditioning work including balancing and all apparatus and equipment required for a complete installation.

**5.02** The Employer agrees that Employees covered by this Agreement will not be called upon to work on any job where materials and equipment under the jurisdiction of the Union are purchased or supplied by persons or firms other than the Employer.

**5.03** Nothing in the above preclude various Employers, signatory to this Sheet Metal 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 Sheet Metal Agreement is sublet by the Employer, such work shall be sublet only to other contractors who are signatory to this same Standard Sheet Metal 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, registered apprentices, pre-apprentice Members of Local Union No. 280.

## **CLAUSE 6 - PRODUCTION ITEMS**

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

1. Ventilators
2. Louvers
3. Automatic Dampers
4. Radiator and Air Conditioning unit enclosures
5. Mixing (attenuation) boxes
6. Sound attenuators (traps)
7. Air diffusers, grills, registers
8. Dust collecting system "Bag Houses"
9. Fire dampers
10. Coffee Urns, Ranges and any other items approved by the Joint Conference Board.
11. Access Panels
12. Catalogue fans and air handling units not normally done by the Journeyman section. All disputes will be decided by the Joint Adjustment Board for a final and binding decision.
13. Fans that are approved by the Joint Conference Board.
14. Snap lock pipe and adjustable elbows up to 14" diameter.

## **CLAUSE 7 - UNION LABELS**

**7.01** The Union, while retaining ultimate control of the International's Labels, may supply to the Employer, Union Labels to identify fair products fabricated under the terms of this Agreement.

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

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

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

**8.02** The Employer agrees that Journeymen Sheet Metal Workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the Local Agreement covering the territory in which such work is performed or supervised, provided that such Journeymen are fully qualified and have the necessary Certificate of Proficiency to prove same. Should such men not be available, then the Employer may provide his own Employees on condition they are fully paid up members of the Local he has an Agreement with.

**8.03** When the Employer has any work specified in Clause 4 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers Union, 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 Clause 10, but in no case less than the established wage scale, of the Local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area and the Employer shall be otherwise governed by the established working conditions of that Local Agreement. If Employees are sent into an area where there is no Local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers Union, covering the area, then the minimum conditions of the home Local Union shall apply.

**8.04** In applying the provisions of Sections 8.01, 8.02 and 8.03 of this Clause, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

**8.05** Contributions shall not be duplicated.

## **CLAUSE 9 - CLASSIFICATIONS**

**9.01** The Employer agrees that no one but Journeyman and Apprentice Sheet Metal Workers shall be employed on any work described in Clause 4 except as provided in the following Sections.

**9.02 Material Man**

- (a) In the shop, Material Man shall not work on the fabrication of material coming within the jurisdiction of this Agreement.
- (b) Material Man shall be permitted to clean, paint, crate and uncrate; load and unload trucks; deliver and pick up material. He may also apply duct liner.
- (c) On jobsite, Material Man shall be allowed to caulk existing duct systems; load and unload trucks; move material to the storage area provided on each floor; and handle for removal of old, excess waste materials from the jobs.
- (d) Rate of pay to be based at fifty percent (50%) of the Journeyman's rate.
- (e) Employees who were previously at seventy-five percent (75%) of the Journeyman's rate will remain at seventy-five percent (75%), effective August 4, 1995.

**9.03 Welders**

- (a) Welders shall be classed as Journeymen and shall receive Journeyman's wages except those Welders who, in the shop, weld on assembly work and/or weld for a Journeyman who does the fitting in preparation for the weld or who completes the weld. Such Welders shall receive as wages not less than eighty-five percent (85%) of the Journeyman's rate of pay.
- (b) The Employer shall pay all costs incurred in the Certification of Welders as required by the Company, except that the individual Welder shall pay for any required registration or Welder's fees. If the Welder fails to pass the test, the Employer shall not be required to pay for his testing time.
- (c) Applicants for membership in the Sheet Metal Workers Local 280 as Journeymen Welders must prove their capabilities. A valid C.W.B. certification shall be accepted as proof.
- (d) All welding performed in the field shall be done at the Journeyman's rate of pay.

**9.04 Foreman**

- (a) It is the intent of both parties to this Agreement that the term, "Foreman" shall mean any Journeyman Employee of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- (b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when three (3) Journeymen to seven (7) workmen (inclusive of Foreman) are employed on any jobsite. Effective Upon Ratification the "B" Foreman rate of pay shall be Journeyman Sheet Metal Workers rate of pay plus four dollars and six cents (\$4.06) per hour. Effective May 1, 2020 the "B" Foreman rate of pay shall be Journeyman Sheet Metal Workers rate of pay plus four dollars and fourteen cents (\$4.14) per hour. Effective May 1, 2021 the "B" Foreman rate of pay shall be Journeyman Sheet Metal Workers rate of pay plus four dollars and twenty-one cents (\$4.21) per hour.

The Employer shall designate a Journeyman Sheet Metal Worker as "A" Foreman when over seven (7) workmen are employed on any jobsite. Effective Upon Ratification the "A" Foreman rate of pay shall be Journeyman Sheet Metal Workers rate of pay plus six dollars and nine cents (\$6.09) per hour. Effective May 1, 2020 the "A" Foreman rate of pay shall be Journeyman Sheet Metal Workers rate of pay plus six dollars and twenty-one cents (\$6.21) per hour. Effective May 1, 2021 the "A" Foreman rate of pay shall be Journeyman Sheet Metal Workers rate of pay plus six dollars and thirty-two cents (\$6.32) 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.

#### **9.05 Pre-Apprentice**

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

(b) Pre-Apprentices shall not be registered by the Sheet Metal Industry Training Board until 1000 hours have been worked, or from a recommendation from the employer of the Pre-Apprentice.

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

(d) Local 280 will send Pre-Apprentice Monthly Report Forms to Employers with Pre-Apprentices.

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

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

(g) After 1000 hours of employment a decision must be made regarding the Pre-Apprentice and whether they are suitable to continue in the industry.

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

(i) All hours worked must be reported on the Unified Remittance Form.

(j) 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 included in this ratio. The preceding is provided that Clauses 35.04(a) and (b) are in compliance. The gratis Apprentice permitted in the shop is not included in this ratio.

**Sheet Metal Pre-apprentice wages:**

0000-1000 hours	40%
Vacation & Stat Holiday Pay	8%
Pension	0
Health Benefits	0 - 800 hours – BC Medical only 801 – 1000 hours – Local 280 Health Benefit Plan

**9.06 “Rollformer”**

**Journeyman**

A person or persons capable of keeping machinery under repair.

- mechanically
- hydraulic systems
- air systems
- some electrical

**#1 Rollformer – 82.5% of Journeyman rate of pay**

person or persons capable of running all machines independently and able to fix all roll forming or other quality problems that may occur.

**#2 Rollformer - 70% of Journeyman rate of pay**

person or persons capable of running multiple machines independently and able to fix all roll forming or other quality problems that may occur.

**#3 Rollformer - 50% of Journeyman rate of pay**

person or persons capable of running a single machine and able to fix quality problems that may occur. (To be promoted to Rollformer #2 within two years of becoming a #3 Rollformer)

**# 4 Rollformer Apprentice - 40% of Journeyman rate of pay**

To be promoted to #3 Rollformer within two years, if not sooner.

**9.07 First Year Journeyman**

0000 – 1600 hours, 90% Journeyman rate  
 1601 + hours, 100% Journeyman rate

**CLAUSE 10 - WAGES**

**10.01** For the updated wage rates, proceed to Schedule B Wage Rates at the end of this Agreement

**10.02** Effective Upon Ratification the Journeyman Sheet Metal and Foreman rates include twelve cents (\$0.12) per hour tool and clothing allowance. Only Apprentice rates are calculated at the appropriate percentage of the Journeyman Sheet Metal Worker rate inclusive of tool allowance.

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

**11.01** Wages must be paid electronically or by cheque at least every second week.

**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** Notwithstanding any/all contrary provisions contained within the Agreement, all payroll shall be processed in a manner consistent with CRA (Canada Revenue Agency) regulations.

**11.04** 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 five (5) working days after they cease to be an Employee and the separation slip shall be filed electronically, made available or mailed, if requested, not later than two (2) working days after they cease to be an Employee. (Paycheque may be sent via registered mail or courier by mutual consent.)

(b) If the job is not in the same area where the firm is established or where there is no payroll set up then the Employee shall be paid, or the Employer shall mail all accrued wages by registered mail to an address designated by the Employee, not later than five (5) business days after he ceases to be an Employee.

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

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

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



**11.06** The Employer shall have the option to provide itemized payroll statements electronically with paper statements provided upon request.

**11.07** On industrial projects covered by a PLA, sheet metal travelers shall be laid off before Local 280 membership.

## **CLAUSE 12 - HIRING AND UNION SECURITY**

**12.01** The Union agrees to furnish, upon request by the Employer, duly qualified Journeymen, Apprentices, Welders and Material Men in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

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

**12.03** All Employees covered by this Agreement must be cleared by referral slip through the office of Local Union No. 280 before being hired. A referral slip must contain the Employee's name, category, rate of pay, and 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 Clause is not to preclude a member from obtaining his own job, providing that a referral slip is obtained from the Union.

**12.04** In the event that the Union is unable to supply the Employer with qualified men within forty-eight (48) hours, the Employer shall have the right to employ any available qualified men, provided however, that all the provisions of Sections 12.02 and 12.03 are complied with.

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

**13.01** Eight (8) hours shall constitute a regular workday, from 6:00 a.m. to 4.30 p.m. with a one-half (1/2) hour lunch break at mid-shift Monday to Friday inclusive, on the basis of a regular work week consisting of forty (40) hours.

**13.02** All full-time or part-time labour performed during the above defined hours, whether in the shop or on the job, shall be paid for at the regular hourly rate except as noted in Clause 15 - Shift Work.

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

**13.04** An Employee reporting for work on the call of an Employer shall be paid his regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:

- (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 the Workers' Compensation Board; 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 required 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 WorkSafeBC., he will be paid for the remainder of the shift in which the injury occurred.

## **CLAUSE 14 - OVERTIME**

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

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

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

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

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

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

## **CLAUSE 15 - SHIFT WORK**

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

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

**15.02** No shift schedule shall be established for less than two (2) consecutive days for an afternoon shift or three (3) consecutive days worked for a graveyard shift. In the event that the shifts have not been established, overtime rates shall prevail.

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

Shifts shall consist of no more than eight (8) hours work per shift and shall be for not more than five (5) shifts per week and the established hours of the shift shall not be varied.

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

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

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

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

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

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

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

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

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

**15.05 – Compressed Work Week** - 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 (5<sup>th</sup>) 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 1/2) times the applicable rate of pay. When a sixth (6<sup>th</sup>) day is worked (Saturday only), the first eight (8) hours shall be paid at one and one-half (1 1/2) 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 workday 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.

## **CLAUSE 16 - 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 workday(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 the Employer one (1) weeks notice of their 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, it shall be determined by mutual agreement between the Employer and Employee.

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

(b) The foregoing Holiday and Vacation pay shall be paid to the Employee on each and every paycheque.

**CLAUSE 17 - HEALTH BENEFIT FUND**

**17.01** Effective June 1<sup>st</sup>, 2018 the Health Benefit Fund contribution rate to now be two dollars and eighty-three cents (\$2.83) per hour or part hour of employment in any job classification that will be paid by the Employer to the Trustees of the Sheet Metal Workers Health Benefit Fund.

Owner Members" shall pay the minimum required hours at the established contribution rate to the Health Benefit Plan.

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

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

**CLAUSE 18 - PENSION FUND**

**18.01** Effective June 1<sup>st</sup>, 2018 the Pension Fund contribution rate to now be four dollars and seventy-three cents (\$4.73) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Pension Fund.

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

**CLAUSE 19 - APPRENTICESHIP AND TRAINING FUND**

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

**(a)** Effective May 1, 2017 the Apprenticeship and Training Fund contributions rate to now be thirty-nine cents (\$0.39) per hour or part hour of employment will be paid by the Employer to the Trustees of the Sheet Metal Apprenticeship and Training Fund.

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

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

**20.01** The Employer will deduct from each Employee three cents (\$0.03) per hour for each and every hour or part hour of employment in any job classifications and remit the money deducted to the Local 280 Promotion Fund. This money will be remitted to the fund by the fifteenth (15) day of the month following that which deductions cover, in the manner provided by the Unified remittance form as supplemental

## **CLAUSE 21 - SHEET METAL INDUSTRY FUND**

**21.01** (a) point thirty-five point three cents (\$0.353) per hour shall be paid into the Sheet Metal Industry Fund of BC.

(b) An amount of six cents (\$0.06) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the SMACNA-BC Labour Relations Fund.

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

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

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

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

(b) The total amount deducted, with an itemized statement of same shall be forwarded to the Union by the fifteenth (15th) day of the following month in the manner provided for in the Unified Remittance Form.

(c) Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Union shall inform the Employer, in writing sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

**22.02** The Employer agrees to have all present and future Employees covered by this Agreement, as a condition of continued employment, consent in writing to the implementation of this Clause.

The Union shall deliver to the Employer, a Statutory Declaration as required by Part 1, Section 16(2) of the Labour Relations Code of British Columbia.

## **CLAUSE 23 - FUNDS**

**23.01** Both parties signatory to this Agreement agree that payments into any Fund covered by this Agreement must commence at the time of hiring of any person covered by the scope of this Agreement, regardless of whether or not such person is in a probationary period.

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

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

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

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

**23.03** Prior to any action taken by the Union to collect funds from the Company in default, said Company must be notified by the Union. Should the Company remain in default, the Union shall take such action as it deems necessary and the conditions of Section .02 of this Clause shall apply.

**23.04** 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.

**23.05** In the event any person subject to this Agreement has a claim for benefits under the Health Benefits Plan 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.

**23.06** Should the Trustees of any Fund covered by this Agreement wish to check payments by an Employer, such Employer must open his books to a Certified Professional Accountant (CPA) appointed by the Trustees.

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

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

**24.01** All Funds and Check off payments shall be recorded and itemized on a Unified Remittance Form "or by an approved electronic format." 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.

**24.02** All Funds and Check off Remittances shall be consolidated into one (1) cheque payable to "Sheet Metal Workers Local 280 - In Trust or via direct deposit."

**24.03** Both parties agree that remittances must be paid by the calendar month for all hours employed. However, in the event the remittances are calculated by the pay period, then all hours must be carried through and paid for to the first pay period of the following month. Companies wishing to remit by the pay period must notify the Union in writing of their intention.

**24.04** It is understood that all Fund contributions are over and above wages called for and may be subject to taxation as levied by either Provincial or Federal statutes. Dues check offs are deductions from wages.

**24.05** If the Employer has no Employees during a given month, he shall submit a "nil" report unless it is clearly understood by all parties that he has declared himself out of business.

## **CLAUSE 25 - OUT-OF-TOWN JOBS**

**25.01** Except as noted in Clause 26.02, it shall be the sole prerogative of the Employer to rule on whether or not a particular job shall be classed, "out-of-town". If so, then this Clause shall apply, if not, other appropriate Clauses shall prevail. In the event a dispute should arise under this provision, then the matter may be referred to the Joint Adjustment Board for review. "The decision of the Board shall be final."

**25.02** All new Employees required on out-of-town jobs shall receive a fare equivalent to the costs of a mode of transportation that would place them on site in the shortest period of time, plus \$30.00 cab fare from home to public transportation. The only modes of transportation are regular air fares, ferry fares, and bus fares, or a combination of the above. "All New Hired Employees shall receive thirty-five dollars (\$35.00) expenses in lieu of Travel Time."

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

Except where an Employer requests an Employee to travel on Saturday, Sunday or Statutory Holidays, Employees will be paid for actual time traveled at straight time rates with a minimum of four (4) hours pay where time spent traveling 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 traveling, or actual time traveled, whichever is the greater.

**25.04** Board and lodging on the job will be supplied by the Employer on a first class, seven (7) days a week basis. In construction camps, this shall mean conditions as provided for in the current Camp Rules of the BC Building Trades.

Where construction camps are not involved, the Employer shall make board and lodging arrangements at established "Class A" hotels of any area (as rated by the B.C. Hotels Association). The use of camps where established shall be obligatory.

**25.05** Where there is no camp accommodations 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 \$140.00 per day
  - Effective May 1<sup>st</sup>, 2017 at a rate of \$140.00 per day
  - Effective May 1<sup>st</sup>, 2018 at a rate of \$145.00 per day



- b) First Class Room provided plus a meal allowance of \$69.00 per day
- Effective May 1<sup>st</sup>, 2017 a meal allowance of \$69.00 per day

If option (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 lesser amount dependent upon the duration of work identified on the Employees dispatch.

To qualify for living out allowance or meal allowance on weekends or Statutory holiday, the Employee must work the shift prior to the weekend or Statutory Holiday and the shift after the weekend or Statutory Holiday unless mutually agreed between the Employee and the Employer's Representative.

When an Employee is absent from work and he cannot furnish the Foreman on the job with satisfactory evidence of illness or accident, he will forfeit room and board or subsistence allowance for the days he is absent.

**25.06** If an Employee self terminates or is terminated for just cause and has been on the job less than forty (40) days the Employer shall provide transportation for said Employee to the nearest form of public transportation.

If an Employee is terminated for other than just cause or self terminates after having been on the job for forty (40) days provisions of Clause 25.02 shall apply,

**25.07** On jobs of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job. Where leave is specifically involved, no travel time need be paid. The extent of the leave shall be decided by mutual arrangement between the Employee and the Job Foreman or Superintendent. In no event will an Employee receive leave unless he actually returns to his point of departure.

**25.08** All travel expenses shall be paid within a reasonable time.

**25.09** 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 the area encompassed one hundred road kilometers(100km) from the nearest respective City or Municipal Hall within the job area and shall be considered as a free travel zone for local hire employees who shall travel at no expense to the Employer within that area. Travel beyond the One hundred road kilometers(100km) free zone shall be paid in accordance to conditions specified in Clause 26.

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

In construction camps, if the facilities and vehicles are available by the owner and/or the construction Management, the Employer will make arrangements to provide transportation to the work area should it be beyond two thousand, six hundred (2,600) feet and to provide a hot mid-shift lunch and transportation within ten (10) kilometers from the worksite.

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

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

**25.12** If an Employee suffers a job-incurred injury on an out-of-town job and if the WorkSafeBC 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.

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

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

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

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

## **CLAUSE 26 - JOB COMMUTING**

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

**26.02** No Employer will be allowed to declare a job in the Lower Mainland as an out-of-town job for the purposes of 25.09 (bona fide residents).

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

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

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

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

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

**Journeyman rate ÷ 60 km per hour = travel time in cents per hour**

**Travel expenses shall be paid as per Clause 27.01.**

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

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

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

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

**CLAUSE 27 - EMPLOYEE VEHICLES**

**27.01** During the work day or employed period, where the Employee is requested to use his vehicle as a means of transportation to, from or between jobs, the Employer shall provide any necessary extra protective insurance required and pay the Employees travel allowance to be paid per kilometer as per current Canada Revenue Agency (CRA) guidelines. *Note: the amount shall be updated annually when posted by CRA.*

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

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

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

**CLAUSE 28 - STANDARDIZATION OF AGREEMENT**

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

**28.02** The Union shall not make any different Agreements with other Employers covering the Geographical and Trade Jurisdiction defined herein, except as may be approved by the Joint Adjustment Board.

**28.03** 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.

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

**CLAUSE 29 - UNDERGROUND PAY**

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

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

### **CLAUSE 30 - OLDER WORKMEN**

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

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

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

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

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

**32.01** Employees shall be entitled to exclusive use of clean and heated facilities for the eating of lunches, the hanging and drying of clothes and the safe storage and lockup of personal tools. The rallying point of the job shall be located not higher than the first floor of the building.

On jobs of insufficient size or duration to warrant the foregoing conditions, this Clause shall not apply.

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

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

**32.03** A telephone shall be made available to all members at all times for incoming or outgoing emergency purposes and incoming messages of an emergency nature shall be relayed immediately. No Employee shall be permitted to use a cell phone or smart phone for personal purposes during work hours, excluding rest and meal breaks, except in case of emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

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

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

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

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

## **CLAUSE 33 - TOOLS**

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

- 1 pair Hand Shears (Bulldog and Stripping)
- 2 pairs Aircraft-Snips (right and left)
- 1 pair pliers (with side cutter)
- 1 Cold Chisel
- 1 set of Dividers
- 1 Adjustable Wrench (8" or better)
- 1 Medium Drift Pin
- 1 pair Folders (Vise-grip type)
- 1 Level (12" - 18")
- 1 Tri Square
- 3 Assorted Screwdrivers
- 1 Measuring Tape
- 1 Hacksaw Frame
- 1 Scratch Awl
- 2 Hammers (one Tinnerns)
- 1 Centre Punch
- 1 Standard Vise-grip Pliers
- 1 Set Trammel Points
- 1 Plumb-bob chalk line
- 1 Tool Box
- 1 Safety Hat (on construction)
- 2 (6") inch "C" clamps (Vice Grip Type)
- 1 Set Speed Wrenches

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

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

- 1 pair Hand Shears (Bulldog)
- 2 pair Aircraft Snips (right and left)
- 1 pair Pliers
- 1 pair Folders (Vise-grip type)
- 1 Tri-square
- 1 Screw Driver (8")

- 1 Measuring Tape
- 1 Scratch Awl
- 1 Hammer (Tinnners)
- 1 Tool Box
- 1 Safety Hat (on construction)

This list shall be added to as their Apprenticeship progresses so that by the time the Apprentice enters his fourth year, his tools will be in line with Clause 33.01.

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

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

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

**34.01** Both parties signatory to this Agreement agree to abide by the rules and regulations laid down in the Industry Training Authority Act and Regulations as most recently amended and approved by the Lieutenant Governor in Council.

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

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

**35.01** All Apprentices shall be employed in accordance with the provisions of the Industry Training Authority Act and Regulations and all parties agree to observe the provisions thereof.

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

**35.03** The Joint Apprenticeship Board designated herein shall serve for the life of this Agreement except that vacancies in said Joint Apprenticeship Board caused by resignation or otherwise may be filled, by either party hereto and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified Apprentices by given every opportunity to secure proper technical, practical education and shop experience in the trade under the supervision of the Joint Apprenticeship Board.

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

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

**35.05** All Apprentices shall be under the direct supervision of a Journeyman or Foreman when working on jobs outside the shop. In the last twelve (12) months of their apprenticeship, an Apprentice may work alone. It being understood, however, that an Apprentice shall not be given the responsibility of supervising the work of other Apprentices.

**35.06** Employers wishing to hire indentured Apprentices shall contact the Joint Board's Coordinator who shall, after determining that the proper ratio is being complied with, dispatch the requested Apprentice to the Union, the Union in turn dispatching to the Employer as per Clause 12. In the case of new Apprentices, the Employer has the right to refer individuals to the Joint Coordinator who after determining the applicant's qualifications and eligibility, may dispatch as outlined above.

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

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

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

**36.01** Work assignments (as between Trades) shall be the responsibility of the Employer in accordance with the "Plan for Settling Jurisdictional Disputes". Assignments shall be made in accordance with the terms of this Agreement bearing in mind "International Agreements" between this and other Unions and the Decisions and Agreements of Record as set forth in the "Green Book".

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

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

(a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council.

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

(b) The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.

(c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment or work in accordance with the Rules and Regulations of the Plan.

(d) The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.

(e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

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

(a) An amount equal to one cent (\$0.01) per hour for all classifications involved in ICI work covered by this Collective Agreement will be paid to the Directors of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance provided for in this Collective Agreement for each hour of work performed by each Employee covered by this Agreement.

(b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

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

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

**37.02** Attempt shall be made in the first instance to settle all grievances by informal discussion between the parties hereto. Except in the case of wage claims or claims on fund payments, all grievances shall be first presented within thirty (30) days or judged to be abandoned.

**37.03** (a) Should informal discussion fail to achieve a solution, the grieving party shall, within ten (10) calendar days provide the responding party with a written grievance. The responding party shall either accept or reject the written grievance within 10 (ten) calendar days of receipt of the written grievance.

(b) If the grievance is not resolved, then the grieving party may elect to either refer the matter to Arbitration or to refer the matter to the Joint Adjustment Board ("JAB"). Only grievances that require an interpretation of a clause (as opposed to its application) of the Collective Agreement may be referred to the JAB.



(c) If a matter is referred to the JAB, a meeting of the JAB shall be convened as soon as practical. SMACNA-BC and the Union shall each make submissions on the interpretation of the Clause in question. A majority decision of the JAB shall be final and binding on SMACNA-BC and the Union. If no majority decision is made by the JAB, either party may refer the matter to an Arbitrator for determination.

**37.04** The parties shall agree on the appointment of an Arbitrator. If the parties are unable to agree on an Arbitrator, then an application shall be made by the Labour Relations Board for the appointment of an Arbitrator. The expenses of the Chairman shall be borne equally between both parties to the dispute.

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

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

**38.02** A Joint Adjustment Board shall also be formed of five (5) members nominated by SMACNA-BC and five (5) members nominated by the Union, who shall meet as required by either of these organizations.

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

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

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

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

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

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

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

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

(a) Subject to the provisions of Clause 38.03 to supplement and/or amend existing agreements.

(b) Stop and put an end to unfair labour practices of both Employers and Employees.

(c) Act as or appoint members to a Grievance Panel as per Clause 37.

(d) To fulfill such other obligations contained in this Agreement as from time to time may arise.

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

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

### **CLAUSE 39 - UNION REPRESENTATIVES**

**39.01** Shop or Job Stewards shall be recognized by the Employer when appointed as per Article Fifteen (15) of the International Association of Sheet Metal, Air, Rail and Transportation Workers Constitution and Ritual 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 a qualified Steward. The Employer agrees to notify the Union in writing stating the reasons for layoff or termination of any Steward.

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

**39.03** Business Representatives shall have access to jobsites at all times, and shall make a reasonable effort to notify the Company's Representative that he is on the jobsite. However, shop visits shall be limited to luncheon period and at other times, permission shall first be obtained, and not unreasonably refused, from the Employer or his Representative.

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

## **CLAUSE 40 - UNION RESERVATIONS**

**40.01** 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.

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

**40.03** In order to regain market share, the Business Manager may alter the terms and conditions of this agreement. Altered conditions shall apply only to those projects targeted to gain work for the membership and apply only to fieldwork.

## **CLAUSE 41 - EMPLOYER RESERVATIONS**

**41.01** The Management of the Company's operation and the direction and promotion of the Employee is vested exclusively in the Management and the Union shall not in any way interfere with their rights provided, however, that this will not be used for the purpose of discrimination against Employees.

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

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

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

## **CLAUSE 43 - SAFETY**

**43.01** All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above-mentioned.

**43.02** 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 WorkSafeBC Regulations may be considered cause for dismissal.

## **CLAUSE 44 - SAVINGS CLAUSE**

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

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

#### **CLAUSE 45 - MATTERS OF LAW**

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

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

#### **CLAUSE 46 - LOCAL 280 COUNCIL FUND**

**46.01** The Employer will deduct from each Employee twelve cents (\$0.12) per hour worked for each and every hour or part hour of employment in any job classification and remit the money deducted to the Local 280 Council Fund. This money will be remitted to the fund by the fifteenth (15<sup>th</sup>) day of the month following that which deductions cover, in the manner provided by the Unified Remittance Form as Supplemental Dues.

#### **CLAUSE 47 - REHABILITATION FUND**

**47.01** Effective August 1, 2019 four cents (\$0.04) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the B.C. Construction Industry Rehabilitation Fund. These monies will be remitted to the Fund by the fifteenth (15<sup>th</sup>) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

**47.02** Effective August 1, 2019 four cents (\$0.04) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employee to the B.C. Construction Industry Rehabilitation Fund. Monies to be remitted as Supplemental Dues.

#### **CLAUSE 48 - EMPLOYER CERTIFICATION**

**48.01** By execution of this Agreement, the Employer authorizes the British Columbia Sheet Metal Association (SMACNA-BC) to act as its collective bargaining representative for all matters relating to the renegotiation or amendment of this Agreement or the negotiation of any new Collective Agreement. The Employer agrees to be bound by any new Standard Collective Agreement for the industry negotiated by SMACNA-BC (unless written notice advising that the Employer will bargain on its own behalf is given to both the Union and SMACNA-BC at least one hundred twenty (120) days prior to the expiration of this Agreement).

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

**CLAUSE 49 – Bereavement Leave**

An Employee of the Employer shall be entitled to up to three days (3) unpaid leave on the death of a member of the Employees immediate family. An Employees immediate family includes spouse, child, parent, guardian, sibling, grandchild, or grandparent and any others as stated in Section 53 of the Employment Standards Act.

**CLAUSE 50 - DURATION OF AGREEMENT**

**50.01** All provisions of this Agreement shall continue in force and effect, from July 29, 2019 up to the period ending April 30<sup>th</sup>, 2022.

**50.02** It shall continue in force and effect from year to year thereafter unless either party shall desire a change and shall file notice in writing of changes desired at any time during a four (4) month period prior to April 30<sup>th</sup> 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.

**50.03** All future SMACNA-BC/SMART Local Union No 280 Standard Sheet Metal Agreement negotiations shall begin ninety (90) days prior to the expiration of the Standard Sheet Metal Agreement.

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



SIGNED ON BEHALF OF:

**SMACNA-BC**

  
\_\_\_\_\_

DATED THIS 27 DAY OF September

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS LOCAL UNION NO. 280**

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

DATED THIS 27 DAY OF Sept 2019



**ADDENDUM A**

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

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

Date: September 27, 2019

**SMART LOCAL UNION 280**

**SMACNA-BC**

*[Signature]*  
 Name

*[Signature]*  
 Name

Business Manager  
 Title

Executive Director  
 Title

*[Signature]*  
 Name

\_\_\_\_\_  
 Name

President  
 Title

Director  
 Title



# SHEET METAL WORKERS

INTERNATIONAL ASSOCIATION

LOCAL UNION No. 280

(Sheet Metal, Roofing, Production)

6188 KINGSWAY, BURNABY, B.C. V5J 1H5 • PHONE 604 430-3388  
B.C. TOLL-FREE 1-800-242-8645 • FAX 604-431-1864 • INTERNET: [www.smw280.org](http://www.smw280.org)

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

(The "Union")

AND:


BRITISH COLUMBIA SHEET METAL ASSOCIATION

("SMACNA-BC")

In recognition of the difficulty faced by the Union in being able to secure sufficient manpower for projects that are often located in isolated locations, and the need to enhance wage parity between trades on a multi-trade Project Labour Agreements ("PLA's") the parties hereby agree the following special terms will apply to all work done on Liquid Natural Gas (LNG), Oil or Mining Projects as well as all work done on any projects that are covered by a PLA.

1. Workers will be paid a 5% wage premium above the Standard Sheet Metal ICI wage rate;
2. All work performed on Saturdays, Sundays and Statutory Holidays will be paid at 200% of the Standard Sheet Metal ICI wage rate plus premium being paid on the Project.

Agreed to this 3<sup>rd</sup> day of July 2013.

  
\_\_\_\_\_  
Authorized Representative of the Union

  
\_\_\_\_\_  
Authorized Representative of SMACNA-BC

JP/ss

File: Agreements\SMACNA-BC\MEMORANDUM OF UNDERSTANDING.docx



Quality through Craftsmanship





**SMACNA Bargaining  
SCHEDULE A**

The following firms are members of SMACNA-BC Bargaining Group and have authorized the Association to bargain and sign an agreement on their behalf with the International Association of Sheet Metal, Air, Rail and Transportations Workers, Local Union No. 280.

Aarc-West Mechanical Insulation Inc.

19131 – 21<sup>st</sup> Avenue, Surrey, BC V3S 3M3

All Valley Metals Ltd.

Unit 201 – 9775 – 188<sup>th</sup> Street, Surrey BC V4N 3N2

Alliance Metal Fabricators Ltd.

18950 98<sup>th</sup> Avenue, Surrey, BC V4N 3R6

Allied Blower & Sheet Metal Ltd.

12224 - 103 A Avenue, Surrey, BC V3V 3G9

Allied Blower & Sheet Metal Ltd.

1350 Polson Drive, Vernon, BC V1T 8H2

Allied Blower & Sheet Metal Ltd.

1105 Boundary Street, Williams Lake, BC V2G 4K3

Alstom Power Canada Inc.

193 – 21300 Gordon Way, Richmond, BC V6W 1M2

Ames Metal Fabricators 82 Ltd.,

#103 – 19045 – 54<sup>th</sup> Avenue, Surrey, BC V3S 4R1

Apex Pneumatics Ltd

7943 Progress Way, Delta, BC V4G1A3

Apollo Sheet Metal Ltd.

2095 Brigantine Drive, Coquitlam, BC V3K 7B8

Austin Metal Fabricators Limited Partnership

5414 Goring Street, Burnaby, BC V5B 3A3

Boston Sheet Metal

113 – 19055 34A Avenue, Surrey, BC V3Z 0P6

Bry-Mac Mechanical Ltd.

2005 – 27th Crescent, Vernon, BC V1T 1R5

C.C. Industries Limited,

2229 Knell Road, East, Prince George, BC V2K 4A8

Campton Development Corporation Inc.

8668 Commerce Court, Burnaby, BC V5A 4N7

Cascade Metal Design Ltd  
27143 – 28<sup>th</sup> Avenue, Aldergrove, BC V4W 3A3

City Sheet Metal Limited  
2780 Olafson Avenue, Richmond, BC V6X 2R3

Crosstown Metal Industries Ltd.  
#100 - 13133 – 115<sup>th</sup> Avenue, Surrey, BC V3R 2V8

Downtown Custom Metal Works Ltd.  
1356 East Pender Street, Vancouver, BC V5L 1V8

ECCO Supply Ltd.  
19700 Landmark Way, Langley, BC V3A 7Z5

Equity Plumbing & Heating Ltd.  
4912 Hart Highway, Prince George, BC V2K 3A1

Farr Installations Ltd.  
4912 Hart Highway, Prince George, BC V2K 3A1

Fraser Valley Refrigeration Ltd.  
Box 337, 26121 Fraser Highway, Aldergrove, BC V0X 1A0

H & R Sheet Metal Ltd.  
Box 103, Falkland, BC V0E 1W0

Harbourview Sheet Metal Ltd.  
#28 – 19257 Enterprise Way, Surrey, BC V3S 6T8

Horizon Cladding Ltd.  
C/O Unit #2 – 3180 – 262<sup>nd</sup> Street, Aldergrove, BC V4W 2Z6

Horizon Metal Systems Inc.  
Unit 2 – 3180 262<sup>nd</sup> Street, Aldergrove, BC V4W 2Z6

K S M Stainless Steel Fabricators Ltd.  
6240 – 202 Street, Langley, BC V2Y 1N2

Keith Panel Systems Company Limited  
400 – 3811 North Fraser Way, Burnaby, BC V4J 5J2

Kitimat Iron & Metal Works Ltd.  
752 Enterprise Avenue, Kitimat, BC V8C 2E6

M & T Sheet Metal Ltd.  
#118 – 19140 – 28<sup>th</sup> Avenue, Surrey, BC V3S 6M3

Modern Niagara Vancouver Inc  
200 – 788 Harbourside Drive, North Vancouver, BC V3C 5W9

Northwest Sheet Metal Ltd  
19159 33<sup>rd</sup> Avenue, Surrey, BC V3Z 1A1

Novagreen Mechanical Inc  
6 – 20030 Stewart Crescent, Maple Ridge BC V2X 0T4

Pacific Rim Industrial Insulation Limited  
#2 – 19510 55<sup>th</sup> Avenue, Surrey, BC V3S 8P7

Piedmont Sheet Metal (1997) Ltd.  
7439 Lowland Drive, Burnaby, BC V5J 5A8

Powell River Industrial Sheet Metal Contracting Inc. (P.R.I.S.M)  
4745 Bowness Avenue, Powell River, BC V8A 3S4

Quest Metal Works Ltd.  
1233 Venables Street, Vancouver, BC V6A 3X7

R.H. Jones & Son Mechanical Ltd.  
2082 Quinn Street, Prince George, BC V2N 1X5

Remco Insulations Ltd.  
P.O. Box 397, Prince George, BC V2L 4S2

Ridge Sheet Metal Ltd.  
2532 Davies Avenue, Port Coquitlam, BC V3C 2J9

Samson Metals Ltd.  
18998 36 Avenue, Surrey, BC V3S 0L5

Scientek Technology Corporation  
8235 Swenson Way Delta, BC V4G 1J5

Similkameen Sheet Metal  
32652 Appleby Court, Mission, BC V4G 0A5

Smith Sheet Metal Works Ltd.  
2593 Kingsway, Port Coquitlam, BC V3C 1T5

Spectrum Sheet Metal Ltd.  
#160- 6755 Graybar Rd., Richmond, BC V6W 1H8

Summit Sheet Metal Ltd.  
#68 – 1833 Coast Meridian Rd., Port Coquitlam, BC V3C 6G5

Termel Industries Ltd.  
1667 Railway Street, North Vancouver, BC V7J 1A5

Tri-Metal Fabricators  
19150 21<sup>st</sup> Avenue, Surrey, BC V3S 3M3

Vets Sheet Metal Ltd

101 – 2441 Dominion Road, West Kelowna, BC V1Z 2Y4

Vets Sheet Metal Ltd

18919 96<sup>th</sup> Avenue, Surrey, BC V4N 3P3

Viaduct Sheet Metal Works Ltd.

18787 52<sup>nd</sup> Avenue, Surrey, BC V3S 8E5

Viking Technologies Ltd

4828 Rowan Avenue, Burnaby, BC V5G 4L5

West Kootenay Mechanical Limited

Box 225, Trail, BC V1R 4L5

York Sheet Metal Limited

3925 Myrtle Street, Burnaby, BC V5C 4G3



## **GUIDANCE TO MEMBERSHIP RE JURISDICTIONAL DISPUTES**

1. It is the duty of each member and in the interest of each member to defend and maintain the Trade Jurisdiction.
2. Shop Stewards shall act in the preliminary stages of a dispute, discussing the matter with the Shop Steward(s) of the contending Trade(s).
3. There shall be no stoppage of work by members of this Local in regard to jurisdictional problems.
4. Remain calm, cool and polite to all fellow unionists and involved contractors, but firm when you are right.
5. Where OTHERS are doing the work and it appears to be OURS – project your claim to the other people and/or Contractors. Inform the Business Representative.
6. Where it is obvious that it is NOT our work – respect the other fellow. He also is a Trade Unionist, or should be!
7. Where we are doing the work and others claim and where the work is obviously OURS or where it is debatable:
  - (a) Hold and maintain the work;
  - (b) Insist our Contractors do likewise;
  - (c) Do not stop or approve stoppage of work by anyone;
  - (d) Do not yield to improper pressure or threats;
  - (e) Protest any attempted unilateral re-assignment of work;
  - (f) Inform the contending Trade that they should contact their own Representative on the matter.
8. Inform your Business Representative in all cases by letter or phone (phone collect if the need arises).

Make sure he gets all pertinent details – names of Trades, Contractors, Sub-Contractors involved, description of work, content of preliminary discussions and any other pertinent details.

9. Your Representative will discuss the matter with other parties concerned and try to arrange a settlement. This may be based on past practice, trade practice, decisions and agreements of record, and if necessary or expedient on an appeal to what is known as the National Joint Board for the Settlement of Jurisdictional Disputes.
10. Remember, our best argument is the skill, stability and ability of our people.

## **GUIDANCE TO MEMBERSHIP RE: SELECTION AND DUTIES OF SHOP STEWARDS**

1. A good Shop Steward is the key to a good Union Shop.
2. All members should be prepared to act as Shop Steward when required.
3. All shops and crews should definitely have Shop Stewards.
4. Shop Stewards should always act in a firm, polite and calm manner. The best Steward is he that is neither “weak” nor “belligerent”. Reflect credit on the Trade.
5. Shop Stewards shall:
  - (a) Insist on compliance with the Agreement by both members and employers.
  - (b) Handle grievances involving Agreed Clauses, Social Legislation, etc., in the preliminary stage.
  - (c) Watch for violations of Trade Jurisdiction and handle disputes arising from this.
  - (d) Act as Safety Delegate or Camp Committeeman where required.

- (e) Check the cards (receipts) periodically of his own crew and those of other sheet metal and roofing crews on the jobsite.
  - (f) Care for injured workmen in the case of an accident.
  - (g) Police the use of Union Label.
  - (h) Report his findings to the Business Representatives or the General Meeting.
6. Finally, and Most Important, members of this Union shall support the Shop Steward fully in the performance of his lawful duties that are in conformity with the foregoing.

**REMINDERS AND GENERAL INFORMATION**

**YOUR REPRESENTATIVES:**

- Jim Paquette.....Business Manager / Financial Secretary Treasurer
- Ken Elworthy.....Business Representative
- Richard Mangelsdorf...Business Representative
- Troy Clutche.....Business Representative

**Moving or Leaving 280?**

**When moving to another jurisdiction:  
GET A TRANSFER CARD AND RECIPROCAL AGREEMENT.  
When leaving Trade for prolonged period:  
GET A WITHDRAWAL CARD.  
These two points could save you time and money in the long run!**

**CHANGE OF ADDRESS?**

**Please inform Union and Health Benefit & Pension Office immediately.**

- CHANGE OF BENEFICIARY?**
- ADDITIONS TO FAMILY?**
- PROBLEM WITH PLANS OR DOCTOR?**
- INCORRECT OR SHORTAGE OF HOURS?**

**Please notify Health Benefit & Pension Office.**

**LIVING IN A CONSTRUCTION CAMP?**

**Request a copy of the British Columbia-Yukon Territory Building and Construction Trades Council's CAMP RULES AND REGULATIONS from Union Office.**

**Agreements, By-Laws, Constitutions, Shop Steward's Cards, Camp Rules and Regulation, Union Decals for Hats, etc....**

**All available at Union Office.**

**OFFICE HOURS**

**Week days 7:30 a.m. – 4:30 p.m.**

**Health Benefits & Pension Office:  
8:00 a.m. – 4:00 p.m.**

**Request a copy of the Health Benefit Booklets and Pension Booklets**

**REGULAR GENERAL MEETINGS  
Third Thursday of each month, 7:00 p.m.**

**Be informed, take an active part, attend meetings  
.....Be Union!!**

**NOTES**



**SCHEDULE B****SMACNA-BC / SMART LOCAL 280 SHEET METAL WORKER WAGE RATES**

	July 29, 2019	May 1, 2020	May 1, 2021
Sheet Metal Journeyman	\$40.72	\$41.52	\$42.38
Journeyman Cladder	\$40.72	\$41.52	\$42.38
"A" Foreman	\$46.81	\$47.73	\$48.70
"B" Foreman	\$44.78	\$45.66	\$46.59
Journeyman Welder	\$40.60	\$41.40	\$42.26
Repetitious Welder – 85%	\$34.51	\$35.19	\$35.92
Material Man - 75%	\$30.54	\$31.14	\$31.79
Material Man - 50%	\$20.36	\$20.76	\$21.19
1 <sup>st</sup> Year Journeyman - 90% 0-1600 hours	\$36.65	\$37.37	\$38.14

Note: The above amounts do not include 12% Vacation & Statutory Holiday pay.

**Sheet Metal Worker Apprentice**

	July 29, 2019	May 1, 2020	May 1, 2021
50% 0 - 1600 hour	\$20.36	\$20.76	\$21.19
60% 1601 - 3200 hour	\$24.43	\$24.91	\$25.43
70 % 3201 - 4800 hour	\$28.50	\$29.06	\$29.66
80% 4801 – 6400 hour	\$32.58	\$33.22	\$33.90
*Pre-Apprentice – 40%	\$16.29	\$16.61	\$16.95

Note: The above amounts do not include 12% Vacation & Statutory Holiday pay.

Note: \*Pre-Apprentice Vacation & Statutory Holiday pay calculated as 8%.

**Fund Contributions**

	August 1, 2019
Health Benefits	\$2.83
Pension	\$4.73
SM Apprenticeship	\$0.39
SM Industry Fund	\$0.35
Labour Relations	\$0.06
<b>BC Assignment</b>	<b>\$0.01</b>
Local 280 Council	<b>Employee Paid</b>
Local 280 Promo	<b>Employee Paid</b>
Construction Rehab	<b>Employee Paid</b>
Construction Rehab	\$0.04
Partnership	\$0.005

Rollformer Wage Rates

	July 29, 2019	May 1, 2020	May 1, 2021
Journeyman	\$40.72	\$41.52	\$42.38
Rollformer #1 82.5%	\$33.59	\$34.25	\$34.96
Rollformer #2 70%	\$28.50	\$29.06	\$29.66
Rollformer #3 50%	\$20.36	\$20.76	\$21.19
Rollformer Apprentice 40%	\$16.29	\$16.61	\$16.95

Note: The above amounts do not include 12% Vacation & Statutory Holiday pay.