

ROOFERS LOCAL 280 STANDARD AGREEMENT

This Collective Trade Agreement dated for reference the 1st day of May, 2004 and named for reference the STANDARD ROOFING 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

(hereinafter referred to as "CLR")

And:

The Sheet Metal Workers International Association Local Union No. 280,

on behalf of its ROOFERS, DAMP AND WATERPROOFERS' SECTION
established by mutual consent the following terms and conditions:

(hereinafter referred to as "the Union")

May 1, 2004 to April 30, 2010

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ARTICLE 1.00 -- OBJECT AND PURPOSES

- 1.01** It shall be the object and purpose of this Agreement to:
- (a) Stabilize and improve the Roofing, Damp and Waterproofing Industry;
 - (b) Elevate and promote the honourable Craft and Trade of Roofer, Damp and Waterproofer;
 - (c) Settle on fair and equal wages and conditions of labour in the Industry for the benefit alike of Employers and Employees by being a "standard" for the Industry;
 - (d) Constitute the machinery for the prompt, peaceful and final settlement of all disputes and grievances that may arise; and
 - (e) To prevent strikes, lockouts, waste, avoidable and unnecessary delays and expense in the Industry.

ARTICLE 2.00 -- DEFINITIONS

- 2.01** Union means: The Sheet Metal Workers International Association, Local Union No. 280, acting on behalf of the Roofers, Damp and Waterproofers Section of the said Local.
- 2.02** R.C.A. means: The Roofing Contractors Association of B.C. (Trade Association).
- 2.03** C.L.R.A. means: The Construction Labour Relations Association of B.C. (Bargaining Association).
- 2.04** Employee means: The categories defined in Article 9 who are hired by the Contractor or Employer. No other categories shall exist for any work defined in Article 4 of this Agreement.
- 2.05** Employer means: Any of the Roofing, Damp and Waterproofing Contractors, Firms or Companies directly or indirectly 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 effect and control all work performed by the Employees defined herein coming under the Trade Jurisdiction of the Roofer, Damp and Waterproofer within the territory defined herein as the Province of British Columbia and the Yukon Territory excluding Vancouver Island.

ARTICLE 4.00 -- TRADE JURISDICTION

- 4.01** This Agreement covers the rates of pay, fringe benefits, rules and working conditions of all Employees of the Employer engaged in but not limited to:
- (a) the building or laying of what is known as "built-up" or flat roofs, whether by hot or cold application;
 - (b) the laying and covering of "steep" and similar roof frames with "unitized" roofing materials such as tile, slate, asbestos, wood shingles, shakes, etc. and all grouting connected with same;
 - (c) all application of insulation and insulation board in connection with roofs;
 - (d) the application of roof and promenade deck waterproofing with modern plastic coating materials, etc.;

- (e) all spudding, dismantling, repairs to roofs, re-roofing and maintenance of roofs;
- (f) the laying of promenade tile, wooden paving blocks, application of styrofoam batting, etc. where these are bedded in asphalt or similar substances;
- (g) the damp and waterproofing of floors, foundations, pipes, tanks, etc. with such materials as pitch, tar, asphalt, plastic, bitumen, etc.;
- (h) all caulking where its function is waterproofing and where it is performed as a specialty;
- (i) the operation of all power equipment such as hoists, tankers, pumps, etc. associated with roofing;
- (j) the application of roof decking materials such as cement asbestos panels (not metal deck);
- (k) the handling, loading, unloading, hoisting, rigging, moving, etc. on the jobsite or in the shop of all materials relevant to the foregoing; and finally;

It is understood that the above written scope of work shall be applicable whether the work is considered commercial, industrial or institutional

ARTICLE 5.00 -- EMPLOYER QUALIFICATIONS

- 5.01 The Employer shall have a designated place of business, open and manned by personnel for business at least forty (40) hours per week and a business telephone listed in the Firm name of the signatory Employer.
- 5.02 Any Employer signing this Agreement shall within a period of six (6) months of the signing date establish a regular place of business apart from any residence, house, garage or any premises occupied as living quarters.
- 5.03 There shall be acceptable "rally room", lunch room (if needed) and sanitary facilities on the premises for the use of the Employees.
- 5.04 The Employer must be registered with:
 - (a) Canada Revenue Agency (CRA) Registration No. _____
 - (b) WorkSafe BC Registration No. _____
 - (c) Employment Insurance Registration No. _____
- 5.05 Any violation of the above provisions shall be first referred to the Joint Roofing Adjustment Board and shall be sufficient cause for the Union to withdraw all Employees from the Employer's shop or jobs, and the withdrawal of such Employees shall not be deemed a breach of this Agreement.
- 5.06 The Joint Roofing Adjustment Board shall insist on standards equal to or higher than the above.

ARTICLE 6.00 -- WORKING PARTNERS AND SHAREHOLDERS

- 6.01 Any person conducting a business and under Agreement to the Union retains the right to work with the tools on the job etc., subject to the terms of this Article.
- 6.02 If more than one (1) member of the firm works with the tools, then at the time of signing the Agreement, one (1) member shall be recognized as the Employer. Name: _____
- 6.03 Only one (1) Employer or partner of a Firm signatory to this Agreement and who is not a member of the

- Union shall be permitted to work or give directions on a single job.
- 6.04** Any other working partner(s) shall be a Union Member(s) and employed under the same conditions as apply to all Employees coming within the scope of this Agreement.
- 6.05** Working partners and the Firm itself shall be prepared at any time to prove that such working partners are indeed working under the same conditions as other Employees. Payroll books showing hours worked, wages paid and payments to Income Tax, etc., shall be part of this proof.

ARTICLE 7.00 -- SUB-CONTRACTING

- 7.01** In the event that work covered by this Agreement is sublet by the Employer, such work shall be sublet to other contractors who are signatory to this same Standard Roofing Agreement of Local Union No. 280.
- 7.02** No Employee shall work or be requested to work by "the Piece", "Lumping" or "by the Square". This method of work and payment for work is expressly forbidden under the terms of this Agreement.
- 7.03** The Employer shall be liable for all wages, fund payments, etc. lost through violation of Sections 7.01, 7.02 above. Through a decision of the Joint Roofing Adjustment Board or an Arbitration Board, the Employer shall pay all fund payments as are found to be lost by either Board and all wages as found by either Board to the Sheet Metal Workers Local No. 280.

ARTICLE 8.00 -- WORK OUTSIDE JURISDICTION

- 8.01** When work outside the scope of the Trade Jurisdiction is assigned by the Employer to Employees normally covered by this Agreement, such work shall be paid at the rate and conditions of the Agreement unless the going rate for such work is higher, in which case the higher rate shall be paid.
- 8.02** When work is performed outside the Geographical Jurisdiction, the work shall bear the rates and conditions of either this Agreement or the rates and conditions of the Roofer, Damp and Waterproofers of the area, whichever be the higher.
- 8.03** The "rate" as stated above shall be the total of wages and fund contributions taken as a total package. Welfare and other fund contributions not to be duplicated.
- 8.04** When work is to be performed outside the Geographical Jurisdiction, both the Employer and Employees involved shall, if possible, pay a courtesy call and report to the office of the Local Union of the Sheet Metal Workers International Association having jurisdiction over the area.
- 8.05** The Local Union (as in 8.04) shall have the right, if it has available competent Roofers, Damp and Waterproofers, to require the Employer to hire its members where the size of the crew exceeds two (2). Such Employees shall receive the rate and conditions of their home local or the wage scale and working conditions of the local agreement covering the territory in which such work is being performed, whichever is the higher of the two (2). However, in no case less than the established wage scale and conditions of the local Union agreement covering the territory.

ARTICLE 9.00 -- EMPLOYEE CLASSIFICATION

- 9.01** The Employer agrees that none but Journeymen, Apprentices or Roofing Material Handlers, Damp and Waterproofers in the required ratio shall be employed on any work described in Article 4, except as provided elsewhere in this Agreement.
- 9.02** Journeyman shall mean all those employed on work in the Trade Jurisdiction, except those properly registered with the Province of British Columbia or the Yukon Territory and the Joint Apprenticeship Committee as Apprentices or those hired as roofing material handler.

The term Journeyman Roofer shall be inclusive of the terms: Built-up Roofer; Tiler; Slather; Shingler; Damproofer; Waterproofers; Caulker; Applicator (of fluid plastic decking, roofing and batting, etc.) and any

other term commonly used in the Industry. There shall be two (2) groups of Journeymen: those without a Certificate of Qualification and those with such a Certificate. The Certificate may be one as issued by the Province of British Columbia or it may be issued by the Joint Apprenticeship Committee of the Roofing Industry upon the completion of such time in the trade and/or the writing of such exams, etc. as the Committee shall deem necessary.

- 9.03** Apprentice shall mean that category as defined in the Industry Training Authority Act and its subsequent regulations relating to the Roofing, Damp and Waterproofing Trade. There may be a maximum of one (1) for each Journeymen employed; the total crew of the Employer considered.

Where four (4) or more Journeymen are employed, the Employer shall be required to employ at least one (1) Apprentice.

Roofing Material handlers shall not exceed 50% of the crew.

Journeyman Roofers and Apprentices shall have priority of employment on the crew that they are assigned to in terms of crew reduction or start up of a project. However, Roofing Material handlers shall perform work in a labouring capacity as defined elsewhere in this agreement

- 9.04** (a) Foreman shall mean any Journeyman Employee designated by the Employer to supervise the activities of other Employees.
- (b) The Employer shall designate a Journeyman Roofer as a "B" Foreman when three (3) to seven (7) workers (inclusive of Foreman) are employed on a jobsite. The Employer shall designate a Journeyman Roofer as "A" Foreman when over seven (7) workers are employed on any jobsite. Jobsite Foreman shall not be reduced in rate until the job is completed or as long as he works on such job.
- (c) An "A" Foreman shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any one job site.
- (d) Where Foremen are required, it is understood that all working instructions shall be given by or given through the designated Foreman.

ARTICLE 10.00 - WAGES

- 10.01** The minimum rate of wages for the work classifications in this agreement are outlined in Appendix "A" attached hereto.

- 10.02** After successfully completing and passing all required courses/schooling, certifications, and prior to being upgraded to Journeyman Roofer the New Journeyman shall remain at 85% of the Journeyman hourly wage rate for 2100 hours. The Article applies to experienced un-ticketed roofer members and they shall remain at 85% wage rate until they have successfully challenged the Provincial Trades Qualification requirements. At that time following notice of successful completion to the Employer and the Union all other provisions of this Article apply.

For each and every hour of employment, one dollar (\$1.00) shall be deducted from Apprentice wages and remitted to the Trustees of the Roofers Apprenticeship and Training Fund in the manner provided by the Unified Remittance Form. Such moneys shall be administered for the purpose of subsidizing lost wages while apprentices are attending Apprenticeship School.

- (a) Roofing Material Handler shall mean those solely employed to do work in a labouring capacity (tear-offs, removal of old material; screw down insulation; place pavers; safety monitor; truck driver; assist in kettle operations; shovelling gravel and moving materials).

Roofing Material handlers shall be paid at 50% of the Journeyman rate of pay plus eight percent (8%) Statutory Holiday and Vacation pay as per the Employment Standards Act. The Employer

shall provide BC Medical as soon as possible for each Material Handler (inclusive of family if required). The Employer shall also remit all funds listed under the Standard Roofing Agreement with the exception of Articles 15 Health Benefit and Article 16 Pension. Roofing Material Handlers shall be required to register with the Union and be dispatched in accordance with the provisions of Article 13 after five (5) working days.

- (b) An indentured apprentice will not proceed to his/her 4th period rate of pay sixty five percent 65% until successful completion of his/her first year school session. An indentured apprentice will not proceed to his/her 5th period rate of pay seventy percent (70%) until successful completion of his second year school session. The Employer shall emit for an Indentured apprentice from 0 to 1300 hours all funds excluding Article 15 Pension Fund. From 1301 hours the Employer shall remit to all funds as per the Standard Roofing Agreement.

10.03 The employer has the right to bank wages (150%) in excess of 40 hours per week. The banked wages may be withdrawn at the employee's request only on payroll days.

10.04 Any "salary" arrangement shall be merely, in effect, a guarantee of certain minimum hours per week or month and shall not in any way be substituted for proper payment of hours worked, overtime, conditions, etc.

ARTICLE 11.00 -- ROOFER'S WORK WEEK, HOURS AND OVERTIME
(see also Letter of Understanding)

11.01 The regular hours of labour shall be forty (40) hours a week at straight time rates. This forty (40) hour flexible work-week is solely intended to provide the maximum opportunity for both Employer and Employees to complete forty (40) hours of work per week. The above is not to be used to avoid overtime.

11.02 The regular hours of labour shall be reduced by eight (8) hours for each recognized Statutory Holiday or substitute day falling within that week.

11.03 On out-of-town jobs, the regular hours of labour shall be provided as outlined in Article 11.01. Should an out-of-town job be completed before the week's end, or should the Employer decide to return the Employee(s) from the jobsite before week's end, then a minimum of eight (8) hours is payable for each day on the job providing the Employee(s) are fit and available to work each day spent at the out-of-town jobsite. There shall be a minimum guarantee of three hundred dollars (\$300.00) per week, per Journeyman when working on all Out of Town projects. Applicable percentage rates shall be paid to other crew-members.

11.04 Work in excess of forty (40) hours per week shall be considered as overtime and shall be paid for at the rate of one hundred and fifty percent (150%) of the appropriate wage rate (time and one-half). The Employer will endeavour to schedule work on Fridays and Saturdays in order that the day's work be completed by 4:00 p.m.

11.05 All work on Sunday and Statutory Holidays (or substitute days) shall be paid for at one hundred and fifty percent (150%) of the appropriate wage rate (time and one-half).

11.06 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 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 reason completely beyond the control of the Employer.

- (c) should an Employee receive an injury for which he is paid compensation by WorkSafe BC, he shall be paid for the remainder of the shift in which the injury occurred.

ARTICLE 12.00 -- PAYMENT OF WAGES AND TERMINATION

- 12.01** Wages shall be paid every second Friday on the job or paid time allowed to return to Shop or Office to pick up pay. On out-of-town jobs the pay may be mailed. On in-town jobs where an Employee is not working, he shall be expected to come to the shop on his own. (Pay cheque to be mailed by mutual consent.)
- 12.02** The Employer may withhold a reasonable amount of wages, not to exceed one week's wages, in order that the payroll may be prepared.
- 12.03** The Employer shall provide a separate or detachable itemized statement with each pay showing the rate of wages, number of straight time hours, number of overtime hours (of both varieties) number of travel time hours, itemized list of all deductions and the total amount of pay both gross and net.
- 12.04** In the event that an Employee is laid off, he shall be paid his wages in full, including Holiday and Vacation Pay, not later than one (1) working day after he ceases to be an Employee. On out-of-town jobs the Employee's pay will be forwarded by mail within three (3) working days.

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 above provisions or other arrangements are made between the Employer and the Union.

If the Employer can prove, in writing, that the Employee(s) are not paid as provided above because of factors beyond his Employer's control, then the above clause does not apply.

- 12.05** The Employer will give one (1) hour's notice of termination to any Employee being laid off or terminated. Employees, in turn, will give one (1) hour's notice of intention to quit.
- 12.06** On terminating Employees, due attention shall be paid to maintaining the required ratio of Journeymen, Apprentices and Probationary Apprentices.
- 12.07** Should it be necessary to reduce the work force, the Employer shall lay-off or terminate Journeymen in the following sequence:
- First -- Probationary or Applicant Members
 Second -- Members without the Certificate
 Third -- Members with T.Q. Certificate
- 12.08** 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.

Where such dismissal is for just cause and where the Employer has supplied the necessary funds for return public transportation, then the Union shall assist the Employer to recover the monies paid on behalf of the member.

ARTICLE 13.00 -- UNION SECURITY AND HIRING

- 13.01** The Employer agrees to require membership in the Union as a condition of continued employment.
- 13.02** If the Union provides the Employer with reasons in writing that an Employee is not in good standing in the Union, then the Employer agrees to terminate said Employee.

13.03 The Union agrees to implement a proper and efficient "hiring hall" for the purpose of supplying qualified Employees to the Employer as needed. Both parties agree to co-operate in every way to implement this provision. The Union will bear reasonable expense for advertising and seeking out qualified men.

13.04 All Employees covered by this Agreement must be cleared by referral slip through the office of Local Union No. 280 before being hired and put to work. The referral slip shall contain the potential Employee's name, rate of pay, standing in the Union and other relevant information.

This Section is not to preclude a member from obtaining his own job or a Firm from "name requesting" a registered unemployed member, provided that in both cases a referral slip is obtained from the Union before work.

13.05 In regard to shops located outside the Lower Mainland, the hiring and dispatch of Employees may be accomplished either through an "Area Dispatcher" appointed by the Union or by telephone with follow-up clearance by mail where no Area Dispatchers have been appointed.

13.06 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 qualified men, provided however, that all provisions of Sections 13.01, 13.02, and 13.04 of this Article are complied with.

The Employer shall be allowed to hire any person for the classification of Roofing Material Handler.

13.07 Due attention to the required ratio of Journeymen, Apprentices and Assistants will be paid by both Parties in the hiring and dispatch of Employees.

ARTICLE 14.00 -- HOLIDAYS AND VACATIONS

14.01 (a) The recognized Statutory Holidays that shall be observed are: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Governments. In the Yukon Territory this shall mean the Territorial or Federal Governments.

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

(c) Every worker covered by this Agreement shall be entitled to three (3) additional holidays that shall, with mutual consent not unduly withheld, be observed by giving his Employer one (1) 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. job sites closed due to construction industry holiday).

14.02 (a) Employees shall receive three (3) weeks' annual vacation.

(b) While the annual vacation may be taken in more than one (1) period, it shall not be unduly fragmented. Recommended method -- one (1) week in summer, two (2) in winter.

(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 arrangement between Employer and Employee.

14.03 (a) Employees shall receive combined Holiday and Vacation Pay at the rate of twelve (12) percent of gross earnings. This shall represent six (6) percent 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 at the discretion of the

Employee either:

- (i) at the time of permanent layoff, at the time the vacation is taken, or once a year, whichever be the lesser period, or
- (ii) on every pay cheque.

ARTICLE 15.00 -- HEALTH BENEFIT FUND

15.01 Effective November 1, 2005, Two dollars and sixty-eight cents (\$2.68) for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Health Benefit Fund.

Effective May 1, 2006 two dollars and seventy-seven cents (\$2.77); for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Health Benefit Fund.

Effective November 1, 2006, two dollars and eighty-six cents (\$2.86); for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Health Benefit Fund.

Effective May 1, 2007 two dollars and ninety-five cents (\$2.95); for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Health Benefit Fund.

Effective November 1, 2007 three dollars and four cents (\$3.04) for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Health Benefit Fund.

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

15.03 The Health Benefit Fund will provide benefits on a schedule to be determined by the Trustees.

ARTICLE 16.00 -- PENSION FUND

16.01 Effective September 1, 2005 Two dollars and ninety-one cents (\$2.91) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Pension Fund.

Effective May 1, 2006 two dollars and ninety-eight cents (\$2.98); per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Pension Fund.

Effective May 1, 2007 three dollars and five cents (\$3.05); per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Pension Fund.

Effective May 1, 2008 three dollars and thirteen cents (\$3.13) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Pension Fund.

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

ARTICLE 17.00 -- ROOFERS APPRENTICESHIP AND TRAINING FUND

- 17.01** Effective September 1, 2005 ten cents (\$0.10) per hour for each and every hour or part hour of employment in any job classification, will be paid by the Employer to the Trustees of the Roofers Apprenticeship and Training Fund.
- 17.02** These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers).
- 17.03** This Fund shall be used by the Trustees to finance and administer the Apprenticeship Program.

ARTICLE 18.00 -- ROOFING CONTRACTORS ASSOCIATION FUND (RCABC)

- 18.01** Eight cents (\$0.08) per hour for each and every hour or part hour of employment in any classification will be paid by the Employer to the Roofing Contractors Association Fund. GST is to be added.
- 18.02** These monies will be remitted by the 15th day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers).
- 18.03** The Trustees of the Roofing Contractors Association Fund (RCABC) shall disburse all monies received during the life of this Agreement for the promotion of the Industry as the Trustees shall see fit and necessary provided none of the monies shall be used for anti-Union, anti-association or political purposes.
- 18.04 RCABC Training Fund**
- Effective November 1, 2005, twelve cents (\$0.12) per hour of employment in all classifications shall be paid by the Employer to the RCABC Training Fund.

ARTICLE 19.00 – OTHER FUNDS

19.01 Contract Administration Fund

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) 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 form utilized by the Union. Such payment 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 Union will not have any responsibility for delinquent monies from individual employers. Contributions shall be made in accordance with Article 22.

19.02 BCBCBTU

Effective June 15, 2002, the Employers will provide funding for the BCBCBTU of one cent (\$.01) pr 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.

19.03 Local 280 Council Fund

The Employer will pay **ten cents (\$0.10)** per hour for each and every hour or part hour of employment in any job classification to the British Columbia and Yukon Building Trades 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.

19.04 Rehabilitation Fund

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.

19.05 Local 280 Promotion Fund

Effective September 1, 2005, three cents \$0.03 per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Local Union 280 Promotion Fund.

These monies will only be used for promotion of the Unionized sector of the Roofing Industry.

These monies will be remitted by the 15th day of the following month, following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 20.00-- DEDUCTION OF UNION DUES

- 20.01** The Employer agrees to deduct dues from any earnings accrued in each month, from each and every Employee covered by this Agreement, and the amount established by the Union in conformity with the Constitution and By-Laws of the Union.
- 20.02** The total amount deducted, with an itemized statement of same, shall be forwarded to the Union by the 15th day of the following month in the manner provided for in the Unified Remittance Form.
- 20.03** 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.
- 20.04** 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.
- 20.05** The Union shall deliver to the Employer a Statutory Declaration as required by Part I, Section 10 (2) of the Labour Law of British Columbia Act.

ARTICLE 21.00 -- FUNDS

- 21.01 (a)** 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.
- (b)** Both parties agree that enabling shall not be used to reduce or eliminate any joint industry funds or individual dues to umbrella organizations without prior written consent of the BCBCBTU and CLR.
- 21.02 Penalty for late Payment of Funds**
- (a)** In the event that the Employer's Remittance is late arriving at the Health and Benefit In-Trust Desk after the 15th day of the month, as post marked, the administrator 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.

- 21.03** 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.
- 21.04** 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.
- 21.05** In the event any person subject to this Agreement has a claim for benefits under the 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.
- 21.06** 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.
- 21.07** An Employer in default of payments to any Fund covered by this Agreement will not be acceptable for renewal of the Standard Roofing 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.

ARTICLE 22.00 -- UNIFIED REMITTANCE OF ROOFER FUNDS

- 22.01** All Funds and Check-Off payments shall be recorded and itemized on the United Remittance Form (Roofers). 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.
- 22.02** All Fund and Check-Off Remittances shall be consolidated into one cheque payable to "Sheet Metal Workers, Local 280 -- In Trust".
- Both parties agree that remittances must be paid by the calendar month for all hours employed in any given month. 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.
- 22.03** 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.
- 22.04** Hours of employment as outlined in Fund Articles include equivalent hours for holidays and vacations.
- 22.05** 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.

ARTICLE 23.00 -- OUT-OF-TOWN JOBS

- 23.01** Except as noted in Article 23.02, 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.

23.02 All Employees required on out-of-town jobs shall receive the cost of the mode of transportation that would put the Employee on the job as soon as possible including \$20.00 taxi cab, board and lodging. This shall also apply to the return trip. Where an Employee is required to drive a Company and/or his own vehicle to and/or from a jobsite the Employee shall be required to drive no more than ten (10) hours per day.

23.03 For all Lower Mainland residents the point of embarkation will be the Union offices plus twenty dollars (\$20.00) for expenses to the form of public transit requested. For all other Employees, embarkation will be from their area bus or plane terminal depending on the mode of travel requested by the Employer plus twenty dollars (\$20.00) for expenses to get to the above.

On regular work days, travel time to and from out of town jobs will be paid at the Employee's prevailing rate. Travel time will be paid for actual time travelled. Where an Employer requests an Employee to travel on Saturdays, Sundays, 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 eight (8) 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.

23.04 Board and lodging on the job shall be supplied by the Employer on a seven (7) days a week basis. Accommodations must be reasonable and acceptable to the Union. 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 accommodations arrangements that are reasonable and acceptable to the Union. The use of camps where established shall be obligatory.

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

(b) Any Employee who is living in Hotel/Motel accommodation provided by the Employer may, on any weekend, vacate or checkout of such accommodation, and the Employer shall pay him a sum of Fifteen Dollars (\$15.00) per day as a weekend checkout allowance.

If Meal Tickets are provided to Employees, the Employee who intends to check out or vacate for the weekend must turn in his meal tickets to the Employer's Representative not later than 4:00 p.m. of the day preceding the checkout. The Employee must work the shift prior to the weekend or Statutory Holiday 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.

(c) Marshalling Points

On Camp Jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the employer shall supply transportation. Travel time will be paid at prevailing rates for the time in excess of thirty (30) minutes.

23.06 On jobs of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) days. Where leave is provided, 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.

An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis.

The allowance will be based on the following formula:

250 km to 500 km	\$100.00
501 km to 750 km	\$200.00
751 km to 1000 km	\$250.00
Over 1000 km	\$325.00

The mileage shall be computed from the project to the dispatch point or the employee's place of domicile as stipulated in the respective trade 's collective agreement. It is agreed that the above amounts will be paid only once for each turnaround.

- 23.07** It is understood that if an Employee is discharged for just cause before the completion of the out-of-town job, the Employer shall not be required to furnish transportation, expenses or travel time back to the point of departure.
- 23.08** 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. Notwithstanding the preceding, the Employee shall, if required, remain on the job for at least seven (7) calendar days. Failing this, the Company shall have the right to deduct from his wages the costs and expenses of the transportation expended.
- 23.09** 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 that area encompassed by a fifty (50) mile (80 km) radius of the job site. A fifty (50) mile (80 km) 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 fifty (50) mile free zone shall be paid in accordance to conditions specified in Article 23.
- 23.10** On out-of-town jobs where the distance involved between the point of lodging and job exceeds one (1) mile (1.61 km.), the Employer shall supply transportation. Travel time in excess of fifteen (15) minutes shall be paid.
- 23.11** All travel time shall be straight time.
- 23.12** 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.
- 23.13** On any job when the Employer must pay proven damages caused by an Employee(s) to accommodation facilities supplied or paid for by the Employer, he shall attempt to claim this money from the Employee(s) involved.

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

ARTICLE 24.00 -- JOB COMMUTING

24.01 For the purposes of this Article:

- (a)** A Lower Mainland Contractor shall be defined as an Employer whose shop or place of business is located west of the Upper and Lower Sumas Mountain Road and the Eastern Boundary of the District of Mission, north of the U.S.A. border and south of Squamish.

(b) The Lower Mainland Area shall be defined as that area bounded by Hope to the East, the Strait of Georgia to the west, the U.S.A. border on the south and Squamish to the north.

24.02 No Employer will be allowed to declare a job in the Lower Mainland as an out-of-town job for the purposes of 23.09 (bona fide residents).

24.03 A Lower Mainland 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 23.04 and 23.05

24.04 Any job within the area of a fifty (50) miles, (80km) straight line radius 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 24.

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

$$\frac{\text{Journeyman Rate}}{40 \text{ m.p.h.}} = \frac{\text{Travel Time in terms}}{\text{of cents per mile.}}$$

Travel expense shall be paid at forty-five cents (\$0.45) per mile (1.6 km).

Should, due to geographical conditions, the Employee be required to travel outside the fifty (50) mile (80 km) free zone radius in order to reach a job within the free zone, the mileage shall start at the point where the Employee leaves the free zone and be calculated from that point to the actual jobsite.

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

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

24.08 All Employees, not just drivers, shall receive the aforementioned amounts.

24.09 For the duration of this agreement the travel expense portion of Article 24.05 of forty-five cents (\$0.45) per mile shall be sunset for the Lower Mainland contractors.

ARTICLE 25.00 -- EMPLOYEE VEHICLES

25.01 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-five cents (\$0.45) per mile (1.6 km).

25.02 It is, however, understood that no Employee shall be requested to use his personal vehicle as means of transportation for the Employer's tools, materials or equipment.

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

ARTICLE 26.00 -- STANDARDIZATION OF AGREEMENT

26.01 This Agreement shall be considered as Standard for the Roofing, Damp and Waterproofing Industry in the area laid out in the Geographical Jurisdiction.

- 26.02** The Union shall not make other substantially different Agreements with other Employers covering the Geographical and Trade Jurisdiction defined herein without the approval of the Joint Roofing Adjustment Board.
- 26.03** 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 allowed Roofing Agreements.
- 26.04** This Article is not to be construed as to prevent members of the Union being employed by Public Boards.

ARTICLE 27.00 -- UNDERGROUND PAY

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

ARTICLE 28.00 -- OLDER WORKMEN

- 28.01** It shall be the policy of the Employer to make every reasonable effort, where there are five (5) or more Journeymen employed by the Employer, to have every fifth Journeyman of the age of fifty (50) years or over, if available.

ARTICLE 29.00 -- COFFEE BREAKS

- 29.01** Employees shall be granted once in the first half (1/2) shift and once in the second half (1/2) shift a "coffee or rest break" of ten (10) minutes duration. The specific time period of the breaks shall be mutually agreed upon.
- 29.02** The break shall be taken at the work station and on the jobsite. Only one (1) person (preferably an Apprentice) shall be dispatched to the "on site" coffee wagon to obtain refreshments for the crew. Employees shall remain on the jobsite.

ARTICLE 30.00 -- JOBSITE CONDITIONS

- 30.01** Employees shall be entitled to exclusive use of clean and heated facilities for the eating of lunches, the hanging and drying of clothes and the safe storage and lock-up of personal tools. The rallying point of the job shall be located not higher than the first half of the total height 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 resultant disagreement shall be adjudicated by a called meeting of the Joint Roofing Adjustment Board.

- 30.02** Fresh and adequate drinking water, paper cups, salt tablets and toilet facilities, flush or other type, shall also be made available, if necessary, by prearrangement with the General or the Customer.
- 30.03** A telephone shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

ARTICLE 31.00 -- MOONLIGHTING

- 31.01** No regularly employed member of the Union shall engage in the practice of "Moonlighting".

No Employer shall employ or continue to employ anyone he knows to be "Moonlighting".

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

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

ARTICLE 32.00 -- NO DISCRIMINATION

32.01 It is agreed by both parties to this Agreement that neither will practice in Employer-Employee Relations any form of "discrimination" based on race, creed or colour.

ARTICLE 33.00 -- "ALL EMPLOYEE" CERTIFICATION

33.01 Where Local Union No. 280 has been granted an "all Employee" certification by the Labour Relations Board (this shall not include office or sales staff) and where the Employer employs or wishes to employ persons outside the scope of this Agreement or the Standard Sheet Metal Working Agreement, a Letter of Understanding shall be entered into governing the wages and conditions of such persons. Failure to agree shall rate such persons as Journeymen.

ARTICLE 34.00 -- CERTAIN WORK

34.01 Where, by mutual agreement, certain work might be obtained which would otherwise be lost and which would be of mutual advantage to all parties, application may be made to the Joint Roofing Conference Board for permission to alter certain conditions of this Agreement. The Board may by majority vote alter such conditions and for such time and with such limitations as it feels necessary.

34.02 It shall have no authority, however, to alter in any way or to make regulations that would run contrary to this Agreement in its application to the normal roofing and waterproofing contract scope of work.

ARTICLE 35.00 -- ACCESS TO AGREEMENT

35.01 The Employer and all Employees covered by this Agreement shall have access to copies of this Agreement, the Union to supply.

35.02 The Employer shall permit posting at all times a copy of this Agreement in a prominent place at the normal rallying point of his Employees or at any jobsite office for the information of his Employees.

ARTICLE 36.00 -- TOOLS

36.01 A JOURNEYMAN ROOFER shall possess in good condition, at his own expense, a minimum standard set of hand tools and accessories to enable him to carry out his work efficiently as follows:

1 Screwdriver	1 Set of Roofing Knives
1 Crescent Wrench (8")	1 Roofer's Hatchet
1 Pr. Combination Snips	1 Pointing Trowel
1 Hammer (straight claw)	1 Safety Hat
1 Measuring Rule	1 Tool Box or Bag
1 Pr. of Gloves	

36.02 By mutual agreement, the above list may be modified for certain branches of the Trade such as Tilers, Plastic Deck Applicators, etc.

36.03 Apprentices shall be expected to obtain an appropriate tool kit.

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

ARTICLE 37.00 -- TRAINING AND CERTIFICATION OF JOURNEYMEN

- 37.01** All parties shall co-operate in every way possible through the good offices of the Joint Apprenticeship Committee to promote the training, qualification, up-grading and skill improvement of existing Journeymen employed in the Industry.
- 37.02** The Joint Committee shall also be responsible for the Certification of existing Journeymen, either through the machinery of the Tradesmen's Qualification Act or through its own resources. Certification shall be based on basic requirements as set forth by the Committee after due consideration.

ARTICLE 38.00 -- ASSOCIATED TRADE

- 38.01** Due, in many cases, to joint certification of the Roofers, Damp and Waterproofers and the Sheet Metal Workers as represented by Local Union No. 280, it is agreed that this Standard Roofing Agreement shall run concurrently with the Standard Sheet Metal Working Agreement, both in this and subsequent years.
- 38.02** Journeymen Roofers shall be permitted to apply "gravel stop", simple flashing, gum pots and similar minor sheet metal items used in roofing.
- 38.03** All other sheet metal work connected with a roofing or waterproofing contract, including roof vents, major flashings and copings, etc. as well as all other work coming within the jurisdictional field of the Sheet Metal Worker, as outlined in the Standard Sheet Metal Working Agreement, shall be fabricated and installed by Sheet Metal Workers members of Local Union No. 280.
- 38.04** If, in conformity with the above the Employer hires Sheet Metal Workers, it is agreed that he will sign the Standard Sheet Metal Working Agreement and the rate and conditions of that Agreement shall apply. Should this not be the case, then the Employer agrees to sublet all sheet metal work to a bona-fide Sheet Metal Contractor signatory to an Agreement with and employing members of Local Union No. 280.
- 38.05** All parties agree to respect the regulations pertaining to each trade under the Apprenticeship and Tradesmen's Qualification Act.

ARTICLE 39.00 -- APPRENTICESHIP

- 39.01** A Joint Apprenticeship Committee of the Roofing Industry shall be formed of four (4) members nominated by the Association and four (4) members of the Union. This Committee shall be formed within two (2) months of the reference date of this Agreement by a mutual exchange of letters between Association and Union.
- 39.02** The Committee shall meet as required by either Party and shall be financed by the Roofer's Apprenticeship and Training Fund. The Committee shall set up the Trust Agreement and shall act as Trustees of the Fund.
- 39.03** All Apprentices shall be indentured to the Joint Apprenticeship Committee in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act. The Committee shall be empowered to formulate and make operative Apprenticeship and Training Standards as they may deem necessary and which do not conflict with the specific terms of the Agreement. Such standards to govern eligibility, registration, education, transfer, hours and working conditions of duly qualified Apprentices and the operation of an adequate Apprenticeship system to meet the needs and requirements of the Trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

- 39.04** The term of Apprenticeship shall be not less than thirty-four hundred (3,400) hours of reasonably continuous employment including probationary period and including the required hours of supplemental school instruction (120 hours per year minimum).
- 39.05** The Employer shall be allowed and encouraged to have one (1) Apprentice for each one (1) Journeymen (with or without Certificate) employed. They shall be at all times under the direction of Journeymen Roofers for the first two (2) years of their Apprenticeship.
- 39.06** When hiring or laying off Apprentices, the Employer shall maintain an equal distribution of Junior and Senior Apprentices.
- 39.07** All Apprentices must be cleared by referral slip from the Joint Apprenticeship Committee of the Roofing Industry before being dispatched by Local Union No. 280. In the case of new Apprentices, the Employer or any other interested party shall have the right to refer individuals to the Joint Apprenticeship Committee, who after determining the applicant's qualifications and eligibility, may indenture in accordance with the foregoing provisions.
- 39.08** It is agreed that the Joint Apprenticeship Committee will publish and provide each Apprentice with an Apprentice Working Log Book.

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 B.C. Jurisdictional Work Assignments Plan:**
- (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 B.C. 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 agreements 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 B.C.
 - (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.

40.03 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** If, during the life of this Agreement there should arise any grievance, dispute or other matter of controversy as to the carrying out of any of its terms, its interpretation, application, operation or alleged violation, any dispute regarding unjust and improper termination by either Employer or Employee(s), any alleged violation of social or labour legislation, the matter shall be settled, if possible, firstly, by informal discussion between Employee and Supervisor and/or Employee and Employer and/or the parties signatory hereto.
- 41.02** Should informal discussion fail to achieve a solution, either Party may invoke a sitting of the Joint Roofing Adjustment Board. The Joint Roofing 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.
- 41.03** Except in the case of a wage claim or claim on fund payments, the first step of the grievance procedure shall be initiated within thirty (30) days of the awareness of the alleged violation by the person or party initiating the procedure. Failing this the grievance shall be deemed to be abandoned.

ARTICLE 42.00 -- ARBITRATION

- 42.01** When requesting Arbitration of the other party to a dispute, the requesting party shall at the same time and in the same communication state who its Nominee on the Arbitration Board shall be.
- 42.02** Upon receipt of the above communication, the other Party shall, within five (5) days, inform the initiating Party of its Nominee to the Arbitration Board.
- 42.03** The Labour Relations Board shall be asked to appoint a Nominee, if the conditions of Section 2 above are not met within the required time.
- 42.04** The two (2) Nominees or 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.
- 42.05** The Arbitration Board shall meet and render their decision within ten (10) days of the Chairman's appointment, unless an extension of time is mutually agreed upon.

- 42.06** The question of whether a particular dispute is arbitrable is itself a matter for the Arbitration Board.
- 42.07** Each party shall stand the cost and expense of its own Nominee to an Arbitration Board and one-half (1/2) the cost and expense of the Chairman.
- 42.08** The decision of the Arbitration Board shall be final and binding on all parties.

ARTICLE 43.00 -- JOINT ROOFING CONFERENCE BOARD -- JOINT ROOFING ADJUSTMENT BOARD

- 43.01** A Joint Roofing Conference Board shall be formed of four (4) members nominated by the Provincial Roofing Trade Advisory Committee of the Construction Labour Relations Association and four (4) members nominated by the Union who shall meet as required by either of these organizations, but in any event, not less than quarterly.
- 43.02** A Joint Roofing Adjustment Board shall be formed of four (4) members nominated by the Provincial Roofing Trade Advisory committee of the Construction Labour Relations Association and four (4) members nominated by the Union who shall meet as required by either of these organizations. Members of the Joint Roofing Adjustment Board shall not be directly involved in such alleged unfair labour practice or grievance as outlined in Article 41.
- 43.03** At any meeting of the Joint Roofing Conference Board, or the Joint Roofing Adjustment Board, a quorum shall consist of two (2) 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 Adjustment Board shall be subject to ratification by the nominating organizations, except in the matter of Grievances taken up under Article 41.
- 43.04** The Joint Roofing 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 Roofing, Damp and Waterproofing 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 Roofing Adjustment Board in such matters.
 - (d) Stop and put an end to unfair trade practices of both Employers and Employees.
 - (e) Engage in such research as is necessary to find means to alleviate the "Short Time" problem of Employees in the Industry.
 - (f) 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.
- 43.05** The Joint Roofing Adjustment Board shall have the power, authority and duty to:
- (a) Subject to the provisions of Article 43.02 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 Article 41.
 - (d) To fulfil such other obligations contained in this Agreement as from time to time may arise.

- 43.06** The Joint Roofing Adjustment Board or the Joint Roofing Conference Board (in their appropriate sphere) shall, when establishing a regulation or amendment applicable to the 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.
- 43.07** All Employers, including the Employer of this specific Agreement, whether or not members of either R.C.A. or the Construction Labour Relations Association, agree that these Associations and their Nominees on either the Joint Roofing Conference Board or the Joint Roofing Adjustment Board shall represent them in all matters outlined above.

ARTICLE 44.00 -- DUTIES OF EMPLOYEES

- 44.01** It shall be the duty of each Employee to:
- (a) Perform a fair day's work for the wages enumerated in this Agreement;
 - (b) Obey all lawful instructions of the Employer that are not contrary to the meaning or intent of this Agreement;
 - (c) Constantly improve his qualifications and ability;
 - (d) Show up for work on time in a fit and responsible condition;
 - (e) Have the tools at all times that are called for in this Agreement;
 - (f) Work safely for the protection of himself and others;
 - (g) Take no part in, "Moonlighting" or other improper practices that are detrimental to the trade and the industry. All employees shall endeavour to maintain a high level of pride and respect for their trade.
 - (h) Inform the Employer as quickly as possible when unavailable due to sickness, etc.; and to
 - (i) Work generally in accordance with the spirit of this Agreement governing the Roofing Industry.

ARTICLE 45.00 -- UNION REPRESENTATIVES

- 45.01** Shop or Job Stewards shall be recognized by the Employer when appointed in any shop or any job site and such Stewards shall not be discriminated against for the performance of their duties.

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

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

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

- 45.02** Business Representatives shall have access to job sites 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.

45.03 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 46.00 -- UNION RESERVATIONS

46.01 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Employees covered by this Agreement 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 Employees to install or apply any material that is considered unfair, shall not be a violation of this Agreement.

46.02 It shall not be a violation of this Agreement for Employees to respect legal picket lines.

46.03 The Union may provide a Letter of Comfort for a project if requested in advance by the Employer.

ARTICLE 47.00 -- EMPLOYER RESERVATIONS

47.01 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 these rights will not be used for the purpose of discrimination against Employees.

47.02 The Union shall at no time have a right of access to the Employer's books other than payroll.

ARTICLE 48.00 -- SAFETY

48.01 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.

48.02 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 WorkSafe B.C. Regulations may be considered cause for dismissal.

48.03 The Employer shall see that safe ladders, properly maintained and guarded kettles and other appurtenances of the Trade shall be provided on all jobs.

48.04 Whenever a heating kettle is used, there shall be not less than two (2) men on the job at all times except for preliminary heating where other Employees are expected to arrive shortly.

48.05 Employees shall provide themselves with Safety Hats and shall wear at all times on B.U.R. jobs, such clothing that shall at all time completely cover the arms and legs.

48.06 Employees should not and shall not work with workmen who are incapacitated through consumption of alcohol.

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

48.08 Where the Employer or Employer's representative supplies necessary safety equipment and has instructed in writing the use of same, the Employee's failure to use safety equipment or practices will be cause for dismissal.

ARTICLE 49.00 -- SAVING ARTICLE

- 49.01** It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada, Province of British Columbia or the Yukon Territory. Should it later be proven that it would be a violation of any legally effective Dominion, Provincial or Territorial order or statute to comply with any provision or provisions of this Agreement, both parties agree to re-negotiate 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.
- 49.02** Such negotiations (as above) to be conducted by Construction Labour Relations Association of B.C. and Sheet Metal Workers International Association Local 280 and when any decision is reached, such decision shall be ratified and made operative in accordance with the provisions of Article 42.

ARTICLE 50.00 -- MATTERS OF LAW

- 50.01** Copies of this Agreement shall be deposited as may be required by Labour Laws of the Province of British Columbia and Canada.
- 50.02** The operation of Section 66(2) of the respective labour laws is hereby excluded.

ARTICLE 51.00 -- MULTI-EMPLOYER CERTIFICATION CLAUSE

- 51.01** It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall co-operate in and support in every way the institution, at the initiative of the Union, of multi-employer certification in accordance with Section 40 of the respective labour laws of B.C.
- 51.02** It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July/80) status quo between trades.

ARTICLE 52.00 -- TECHNOLOGICAL CHANGE

- 52.01** It is understood 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 of B.C.

ARTICLE 53.00 -- DURATION OF AGREEMENT

- 53.01** All provisions of this Agreement shall continue in force and effect beginning May1, 2004 and for the period ending April 30, 2010.
- 53.02** It shall continue in force and effect from year to year thereafter unless either party shall desire a change and shall file notice in writing of changes desired at any time during a four (4) month period prior to April 30th in any year, and the established wage scales and conditions specified herein shall continue in force and effect pending the negotiation and settlement of any proposed changes suggested by either party.

ARTICLE 54.00 -- RECOGNITION OF AGREEMENT

- 54.01** It is understood that Employers signed to this Standard Roofing Agreement do so voluntarily and recognize the said Agreement and the conditions therein and agree to be bound accordingly.

DATED THIS _____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

SIGNED ON BEHALF OF:

THE SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION, LOCAL 280 UNION:

SHINGLE ADDENDUM

The following Clauses shall apply to Shingle Work of the Roofing Trade. All Articles contained in the Collective Agreement shall be applicable to work performed under this Addendum unless specifically excluded or superseded from operation as noted herein. This Addendum shall form a part of and be appended to the Standard Roofing Agreement.

ARTICLE 1.00 -- SCOPE OF WORK

- 1.01** "Shingle Work" shall be defined as the covering of steep and similar roof frames with unitized materials such as wood, metal, tile, slate and asphalt shingles.

ARTICLE 2.00 -- WAGES

- 2.01** Employees shall be required to negotiate a "per square" price with the Employer for their services on each job. This price shall be the method of wage payment for all work performed under this Addendum.
- 2.02** The "per square" price shall be an all inclusive sum (i.e. regular wages, overtime, vacations and holiday pay) for the hours of work involved in the installation of a roof section. Premiums paid by the Employer for Unemployment Insurance, Canada Pension Plan, and Workers' Compensation coverage shall not be included in the "per square" price.

ARTICLE 3.00 -- HOURS OF WORK

- 3.01** The Employer may determine the starting time and length of a working day, but Employees shall not be required to work more than ten (10) hours per day. Employees shall not be required to work on Sundays and recognized Statutory Holidays.

ARTICLE 4.00 -- HIRING

- 4.01** When qualified Shinglers are not available through the Union, the Employer may immediately employ any qualified men provided that the Union is notified of the Employee's name and Social Insurance Number. Such Employees shall be given a permit to work on a job by job basis, depending on the availability of qualified Union members.

ARTICLE 5.00 -- APPLICATION OF COLLECTIVE AGREEMENT

- 5.01** The following Articles in the Collective Agreement shall have no application to this Addendum:

Article 7.02	Subcontracting
Article 8.01 - 8.05	Work Outside Jurisdiction
Article 10.01 - 10.03	Wages
Article 11.01 - 11.04	Work Week, Hours and Overtime
Article 13.07	Union Security and Hiring
Article 14.02 - 14.03	Holidays and Vacations

DATED THIS _____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

SIGNED ON BEHALF OF:

THE SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION, LOCAL 280 UNION:

LETTER OF UNDERSTANDING

BY AND BETWEEN:**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.****AND:****SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 280 ROOFERS SECTION****PREAMBLE:**

The following terms and conditions shall be in full force and effect and shall replace existing language contained within the May 1, 2004 – April 30, 2010, Standard Collective Agreement for a term to expire March 31, 2010.

Only the clauses contained in this Addendum shall be sunset. All other terms and conditions as per the Memorandum of Settlement dated June 28, 2006 shall be “hard changes” to the May 1, 2004 – April 30, 2010 Collective Agreement.

The parties agree to review the effects of these terms and conditions upon expiry with a view to amend or delete any term and condition that prohibits the contractor’s ability to remain competitive while at the same time maintaining and/or increasing the employee’s ability to secure continued employment.

Agreement to Average Hours of Work

The following terms and conditions shall be in full force and effect and shall replace existing language contained within the May 1, 2004 – April 30, 2010 standard collective agreement for a term to expire March 31, 2010.

Article 11.00 – Roofer’s Work Week, Hours and Overtime

1. The parties agree that work can be averaged at 80 hours over a two (2) week period; 160 hours over a four (4) week period. Saturday work is optional herein. The Employee has five (5) days to file (maximum thirty (30) days previous if averaging over four (4) weeks and the Employee has a dispute over overtime payments under this averaging program.
2. An averaging agreement under sub-section (1) is not valid unless:
 - (a) the agreement
 - (i) is in writing
 - (ii) is signed by the Employer and the Employee before the start date provided by the agreement
 - (iii) specifies the number of weeks over which the agreement applies
 - (iv) specifies the work schedule for each day covered by the Agreement
 - (v) specifies the number of times, if any, that the Agreement may be repeated, and
 - (vi) provides the start date and an expiry date for the period specified under subparagraph (iii).
 - (b) the schedule in the Agreement under paragraph (a) (iv) is in compliance with subsection (3), and
 - (c) the employee receives a copy of the Agreement before the start date on which the period specified in the Agreement begins.

3. A work schedule in an Agreement under this section must not provide for more than the following hours of work for the employee:
 - (a) 40 hours, if Agreement specifies a 1 week period under section (2) (a) (iii);
 - (b) an average of 40 hours per week, if Agreement specifies more than a 1 week period under section (2) (a) (iii).
4. An Employer under this section who requires, or directly or indirectly allows, an employee to work more than 12 hours a day, at any time during the period specified in the Agreement, must pay the employee double the employee's regular wage for the time over 12 hours.
5. An employer under this section who requires, or directly or indirectly allows, an employee to work more than an average of 40 hours a week within the period specified in the Agreement must pay the employee 1 ½ times the employee's regular wage for the time over 40 hours.
6. An Employer who under this section requires, directly or indirectly allows, an employee to work more than the hours scheduled for the day during the period of Agreement must pay the employee:
 - (a) 1 ½ times the regular wage for any time worked over 8 hours that day, and
 - (b) double the employee's regular wage for any time worked over 12 hours that day.
7. For the purpose of calculating average weekly hours for an employee under subsection (5),
 - (a) only the first 12 hours worked by an employee in each day are counted, not matter how long the employee works on any day of the week, and
 - (b) if section (6) applies, the time that the employee works beyond the scheduled hours and for which the employee is paid in accordance with that subsection, is excluded.
8. Section 36 (1) applies in relation to the Averaging Agreement if the period specified in the Agreement is one (1) week.
9. If the period specified in the Averaging Agreement is more than one (1) week, the Employer must either:
 - (a) ensure that for each week covered by the Agreement, the employee has an interval free from work for 32 consecutive hours, whether the interval is taken in the same week, different weeks or consecutively any time during the weeks covered by the Agreement, or
 - (b) pay the employee 1 ½ times the regular wage for the time worked by the employee during the periods the employee would otherwise be entitled to have free from work under paragraph (a).
10. At the employee's written request, the Employer and the employee may agree to adjust the work schedule referred to in subsection (2) (a) (iv) provided that the total number of hours scheduled in the Agreement remain the same.
11. The parties to an Averaging Agreement under this section are bound by that Agreement until the expiry date set out in the Agreement or a later date provided in an Agreement to repeat the Averaging Agreement, as the case may be, and the provisions of the Averaging Agreement apply for the purpose of determining the employee's entitlement, if any, to overtime wages under subsections (4) and (6) and wages payable under subsection (8) or (9) (b).
12. Subsections (2) to (11) are deemed to be incorporated in an Averaging Agreement under this section as terms of the Agreement.

- 13. An Employer must retain the Averaging Agreement under this section for 2 years after the employment terminates.
- 14. The application and operation of an Averaging Agreement under this section must not be interpreted as a waiver described in section 4.

DATED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

SIGNED ON BEHALF OF:

THE SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION, LOCAL 280 UNION:

Business Manager, Sheet Metal Workers International
Association Local 280 Union

Sheet Metal Workers International Association Local 280
Union

APPENDIX "A" – WAGE SYNOPSIS

Wages, Vacation and Holiday Pay

	Aug 15/05	May 1/06	May 1/07	May 1/08	May 1/09
Journeypersons					
Journeyman Roofer	\$25.330	\$25.840	\$26.350	\$27.030	tba
Vacation & Holiday Pay	3.040	3.100	3.160	3.240	tba
Total	\$28.370	\$28.940	\$29.510	\$30.270	
Supervision					
Roofer Foreman "A"	\$27.830	\$28.340	\$28.850	\$29.530	tba
Vacation & Holiday Pay	3.340	3.400	3.460	3.540	tba
Total	\$31.170	\$31.740	\$32.310	\$33.070	
Roofer Foreman "B"	\$27.230	\$27.740	\$28.250	\$28.930	tba
Vacation & Holiday Pay	3.270	3.330	3.390	3.470	tba
Total	\$30.500	\$31.070	\$31.640	\$32.400	
Other Classifications					
New Journeyman 85%	\$21.530	\$21.960	\$22.400	\$22.980	tba
Vacation & Holiday Pay	2.580	2.640	2.690	2.760	tba
Total	\$24.110	\$24.600	\$25.090	\$25.740	
Material Handler @ 50%	\$12.670	\$12.920	\$13.180	\$13.520	tba
Vacation & Holiday Pay 8%	1.010	1.030	1.050	1.080	tba
Total	\$13.680	\$13.950	\$14.230	\$14.600	
Roofer Apprentices: indentured prior to September 16, 2002					
1 st term 0 – 300 hours – 50%	\$12.670	\$12.920	\$13.180	\$13.520	tba
Vacation & Holiday Pay	1.520	1.550	1.580	1.620	tba
Total	\$14.190	\$14.470	\$14.760	\$15.140	
2nd term 301-600 hours – 55%	\$13.930	\$14.210	\$14.490	\$14.870	tba
Vacation & Holiday Pay	1.670	1.710	1.740	1.780	tba
Total	\$15.600	\$15.920	\$16.230	\$16.650	
3rd term 601-1300hours – 60%	\$15.200	\$15.500	\$15.810	\$16.220	tba
Vacation & Holiday Pay	1.820	1.861	1.900	1.950	tba
Total	\$17.020	\$17.361	\$17.710	\$18.170	
4 th term 1301-2000 hours – 65%	\$16.460	\$16.800	\$17.130	\$17.570	tba
Vacation & Holiday Pay	1.980	2.020	2.060	2.110	tba
Total	\$18.440	\$18.820	\$19.190	\$19.680	
5 th term 2001-2700 hours – 70%	\$17.730	\$18.090	\$18.450	\$18.920	tba
Vacation & Holiday Pay	2.130	2.170	2.210	2.270	tba
Total	\$19.860	\$20.260	\$20.660	\$21.190	
6 th term 2701-3400 hours – 80%	\$20.260	\$20.670	\$21.080	\$21.620	tba
Vacation & Holiday Pay	2.430	2.480	2.530	2.600	tba
Total	\$22.690	\$23.150	\$23.610	\$24.220	

Fund Contributions

	Sep 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09
Health Benefits	2.500	2.680	2.770	2.860	2.950	3.040	3.040	tba
Pension	2.910	2.910	2.980	2.980	3.050	3.050	3.130	tba
Roofers Apprenticeship	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Local 280 Council	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Rehabilitation	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
BCBCBTU	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BC Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Contract Administration	0.110	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Local 280 Promotion	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030
RCABC*	0.080	0.080	0.080	0.080	0.080	0.080	0.080	0.080
RCABC Training Plan	0.000	0.120	0.120	0.120	0.120	0.120	0.120	0.120

* - GST to be added to eight cents (\$0.080) contribution

LIST OF SIGNATORY CONTRACTORS

The following firms are members of Construction Labour Relations Association of BC and have authorized the Association to bargain and sign a collective agreement on their behalf with the Sheet Metal Workers International Association, Roofers Local 280

Admiral Roofing Ltd.
545 _ 2nd Ave.
Prince George, BC V2L 2Z8

B.F. Roofing Ltd.
875 China Creek Rd.
PO Box 3127
Castlegar, BC V1N 3H4

Bollman Roofing & Sheet Metal Ltd.
9638 _ 188th St.
Surrey, BC V4N 3M2

Campbell & Grill Limited
7315 Meadow Ave., Unit 10
Burnaby, BC V5J 4Z2

Coast Hudson Ltd.
9211 River Drive
Richmond, BC V6X 1Z1

Doug's Roofing Northern Ltd.
4664 Banzer Drive
Prince George, BC V2K 4H2

Duron (B.C.) Ltd.
#702 _ 5830 Byrne Rd.
Burnaby, BC V5J 3J3

Mainline Roofing Co. Ltd.
255 Hodgson Rd.
Williams Lake, BC V2G 3P7

101 Industries Ltd.
245 _ 3rd St.
Kitimat, BC V8C 2N8

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 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 that 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 is also a Trade Unionist or should be!
7. Where we are doing the work that others are claim and where the work is obviously OURS or where it is debatable:
 - (a) Hold and maintain the work;
 - (b) Insist our Contractors do the 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 need arises). Make sure he gets all the 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 the National Joint Board for 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. 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
4. All Shops and crews should definitely have Shop Stewards
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 Jurisdictions and handle disputes arising from this.
- (d) Act as a safety delegate or Camp Committee-man where required
- (e) Check cards (receipts) periodically of his own crew and those of other sheet metal and roofing crews on the jobsite
- (f) Care for injured worker in the case of an accident
- (g) Police the use of the Union Label
- (h) Report the findings to the Business Representative 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
Greg Mooney	Representative
Dan Burroughs	Representative

Moving or leaving 280 ?

When moving to another jurisdiction: GET A TRANSFER CARD AND RECIPROCAL AGREEMENT

When leaving the Trade for a prolonged period: GET A WITHDRAWAL CARD.

These two points could save you time and money in the long run

Change Of Address ?

Please inform the Union and the Benefits Office immediately

CHANGE OF BENEFICIARY ?
 ADDITIONS TO THE FAMILY ?
 PROBLEMS WITH PLANS OR DOCTORS ?
 INCORRECT OR SHORTAGE OF HOURS ?

Please notify Benefits and Pensions 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 The Union Office

Agreements, By-Laws, Constitutions, Shop Stewards Cards, Benefit Booklets, Pension Booklets, Camp Rules and Regulations, Lapel Buttons, Union Decals for hats, etc.....

All available at the Union Office.

OFFICE HOURS: Weekdays 7:30am - 4:30pm

Benefits and pensions: 8:00am - 4:00pm

Regular General Meetings: Third Thursday of each month, 7:30pm

**BE INFORMED,
TAKE AN ACTIVE PART,
ATTEND MEETINGS**

.....
BE UNION
