

ROOFERS LOCAL 280 STANDARD AGREEMENT

By And Between:

Construction Labour Relations Association of BC ("CLR")

*On its own behalf, on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR as interpreted by the Arbitration Decision B.C.C.A.A.A. No. 164.
(hereinafter referred to as the "Employer")

And:

**The International Association of Sheet Metal, Air, Rail and
Transportation Workers Local Union No. 280**

On behalf of its Roofers, Damp and Waterproofers Section
(hereinafter referred to as "the Union")

May 1, 2023 to April 30, 2026

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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 International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 280, acting on behalf of the Roofers, Damp and Waterproofers Section of the said Local. Should the Union change its name, or be a party to a merger or acquisition pursuant to Section 37 of the *BC Labour Relations Code*, the Employer agrees to continue to recognize the Union, in its new or changed form, as the bargaining representative for the Employees of the Employers. The Employer further agrees to support the Union's position should any Section 37 proceedings at the Labour Relations Board be necessary.
- 2.02** RCA means: The Roofing Contractors Association of BC (Trade Association).
- 2.03** CLR means: Construction Labour Relations Association of BC (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 signatory to this Agreement.

ARTICLE 3.00 – GEOGRAPHICAL JURISDICTION

- 3.01** This Agreement shall affect and control all work performed by the Employees defined herein coming under the Trade Jurisdiction of the 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); and
 - (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 staffed 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 Articles 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 Waterproofer 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 International Association of Sheet Metal, Air, Rail and Transportation Workers 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 Journeypersons, 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** Journeyperson 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 Journeyperson Roofer shall be inclusive of the terms: Built-up Roofer; Tiler; Slather; Shingler; Damp Proofer; Waterproofer; 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 Journeypersons: 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 Journeypersons employed; the total crew of the Employer considered.

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

Roofing Material Handlers shall not exceed fifty percent (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)** Foreperson 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" Foreperson when three (3) to seven (7) workers (inclusive of Foreperson) are employed on a jobsite. The Employer shall designate a Journeyman Roofer as an "A" Foreperson when over seven (7) workers are employed on any jobsite. Jobsite Foreperson shall not be reduced in rate until the job is completed or as long as they work on such job.
 - (c)** An "A" Foreperson shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any one job site.
 - (d)** Where Forepersons are required, it is understood that all working instructions shall be given by or given through the designated Foreperson.
 - (e)** A "B" Foreperson shall be paid a wage premium of three dollars (\$3.00) (effective May 1, 2024 - \$3.50; May 1, 2025 - \$4.00) above the Journeyman Roofer wage rate. An "A" Foreperson shall be paid a wage premium of four dollars and fifty cents (\$4.50) (effective May 1, 2024 – five dollars and twenty-five cents (\$5.25); May 1, 2025 – six dollars (\$6.00)) above the Journeyman Roofer wage rate.

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 eighty-five percent (85%) of the Journeyman hourly wage rate for twenty-one hundred (2,100) hours. The Article applies to experienced un-ticketed roofer members and they shall remain at eighty-five percent (85%) of the 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 monies 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; shoveling gravel and moving materials). Roofing Material handlers shall be paid at fifty-five percent (55%) of the Journeyman rate of pay plus eight

percent (8%) Statutory Holiday and Vacation pay as per the *Employment Standards Act*. The Employer shall contribute to the Health Benefit Plan for each Material Handler. The Employer shall also remit all funds listed under the Standard Roofing Agreement with the exception of 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 their fourth (4th) period rate of pay sixty-five percent (65%) until successful completion of their first year school session. An indentured Apprentice will not proceed to their fifth (5th) period rate of pay seventy percent (70%) until successful completion of their second (2nd) year school session. The Employer shall remit for an indentured Apprentice from zero (0) to thirteen hundred (1,300) hours all funds excluding Article 16 Pension Fund. From thirteen hundred and one (1,301) hours the Employer shall remit to all funds as per the Standard Roofing Agreement.

10.03 The Employee has the right to bank wages one hundred and fifty percent (150%) in excess of forty (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.

10.05 All payroll shall be processed in a manner consistent with CRA regulations.

ARTICLE 11.00 – ROOFER'S WORK WEEK, HOURS AND OVERTIME

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 (a) Further to the averaging of hours in a single week contained in Article 11, the Parties agree that work can alternatively be averaged over the following averaging periods on a specific project or company-wide basis:

- i) eighty (80) hours over a two (2) week period,
- ii) one hundred and twenty (120) hours over a three (3) week period; or,
- iii) one hundred and sixty (160) hours over a four (4) week period.

(b) When working under this Article, an Employee shall be permitted to work the defined number of hours in the averaging period as defined above at straight time rates, Monday through Saturday. Hours worked in excess of those defined hours shall be paid at one and one half (1½) times the Employee's regular rate of pay. Work performed in excess of ten (10) hours in a day; on a Sunday; or, on a Statutory Holiday shall be paid at one and one half (1½) times the Employee's regular rate of pay and shall not count towards the defined hours in the averaging period.

(c) Where an Employer intends to average hours over a period longer than one (1) week they shall notify the Union in writing, and all Employees, and the notice shall include the start date of the averaging period. This notification must be made prior to the start of the averaging period and, in providing this notice, the Employer must include whether hours will be averaged in accordance with (a) (i), (ii) or (iii) above. Once an Employer has instituted averaging it shall continue on the

same basis until cancelled in accordance with (e) below.

- (d) Once the Employer has provided notification under (c) above, an Employee shall have the option to opt out of the averaging prior to the commencement of the averaging period. The Employer shall provide a list of all Employees who have opted out upon request by the Union. An Employee who opts out of the averaging shall have their hours of work scheduled in accordance with Article 11.01. An Employee who has opted out of the averaging shall have the option to opt into the averaging at the start of any subsequent averaging period.
- (e) Once an Employer commences averaging hours in accordance with this Article, it cannot be terminated during an averaging period and can only be terminated at the end of an averaging period with two (2) weeks' notice provided to the Employees.
- (f) In the event the Union, acting reasonably, believes there has been a breach of the averaging process provided for in this Article they shall have the right to inspect the Employees timesheets and associated payroll information to verify compliance with this Article. Such inspection shall not go back further than six (6) months prior to the date of the inspection. If the Union wishes to perform an inspection in accordance with this Article they shall provide the Employer with at least forty-eight (48) hours notice of the date and time they intend to be at the Employer's offices to perform the inspection.
- (g) If the Union determines, following the inspection process described above, that an Employer has inappropriately implemented or administered an averaging period or the Employer believes the Union has acted unreasonably in accordance with (f) above, the matter shall be submitted to arbitrator Ken Saunders to make a final and binding determination as to whether there has been a violation and, if he determines there has been a violation, to determine the appropriate remedy to be implemented up to and including the Employer losing the right to use this Article for the term of the current Agreement.

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 Journeyperson 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 their 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 they are not competent to perform their duties or they have failed to comply with the

Accident Prevention Regulations of the Workers Compensation Board of British Columbia (dba WorkSafeBC); and

- (b) if the Employee commences work, four (4) hours' pay at the Employee's regular rate, except where their 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 they are paid compensation by Workers Compensation Board of British Columbia (dba WorkSafeBC), they 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, they shall be expected to come to the shop on their own (pay cheque to be mailed by mutual consent.). Pay cheques may be processed using direct deposit by mutual agreement. When using direct deposit the Employee shall provide a void cheque to initiate the Employer setting up the direct deposit system.
- 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, they shall be paid their wages in full, including Holiday and Vacation Pay, not later than one (1) working day after they cease 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 their 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 their Employer's control, then the above Article does not apply providing termination payment does not exceed one (1) week from the date of termination.

- 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** Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.
- 12.07** If the Employer fails to provide work and requires an Employee to standby for more than two (2) consecutive working days in any work week, the Employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

12.08 On terminating Employees, due attention shall be paid to maintaining the required ratio of Journeypersons, Apprentices and Probationary Apprentices.

12.09 Should it be necessary to reduce the work force, the Employer shall lay-off or terminate Journeyperson's in the following sequence:

- First -- Probationary or Applicant Members
- Second -- Members without the Certificate
- Third -- Members with T.Q. Certificate

12.10 If an Employee working on an "out-of-town" job is dismissed for cause, then 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 workers.

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 Article is not to preclude a member from obtaining their 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, or other approved electronic means, where no Area Dispatchers have been appointed.

13.06 In the event that the Union is unable to supply the Employer with qualified workers within forty-eight (48) hours, the Employer shall have the right to employ any person. The Employer shall immediately register newly hired Employees with the Union. Newly hired Employees shall be required to join the Union within fifteen (15) working days or one hundred and twenty (120) hours worked whichever occurs last or be subject to immediate layoff. Any Employer that fails to follow this provision shall lose the right to employ under this provision.

- 13.07** Due attention to the required ratio of Journeypersons, Apprentices and Material Handlers will be paid by both Parties in the hiring and dispatch of Employees.
- 13.08** Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.
- 13.09** Where an Employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the Employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

ARTICLE 14.00 – HOLIDAYS AND VACATIONS AND LEAVE

- 14.01 (a)** The recognized Statutory Holidays that shall be observed are: New Year's Day, Good Friday, Family Day, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, National Day for Truth and Reconciliation, 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 two (2) additional holidays that shall, with mutual consent not unduly withheld, be observed by giving their Employer one (1) week's notice of their 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 their paid vacation or to work for wages during their 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 percent (12%) of gross earnings. This shall represent six percent (6%) for three (3) weeks' annual vacation and six percent (6%) for Statutory Holidays.
- (b)** The foregoing Holiday and Vacation Pay shall be paid to the Employee 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.

14.04 Employees shall be entitled up to five (5) days unpaid bereavement leave upon notifying the company for a death in the immediate family.

14.05 Leaves

- (a) Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Acts*.
- (b) Employees are entitled to illness or injury leave in accordance with the terms of the *Employment Standards Act* in effect on January 1, 2023.
- (c) The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 15.00 – HEALTH BENEFIT FUND

- 15.01** Health Benefit Fund contribution amounts shall be as per the schedule included Appendix "A". The contributions shall be made for each and every hour or part hour of employment in any job classification and 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 fifteenth (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** Pension Fund contribution amounts shall be as per the schedule included in Appendix "A". The contributions shall be made for each and every hour or part hour of employment in any job classification and 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 fifteenth (15th) day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers).
- 16.03** The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

ARTICLE 17.00 – ROOFERS APPRENTICESHIP AND TRAINING FUND

- 17.01** The Employer will contribute the required amount per Appendix “A” to the Trustees of the Roofers Apprenticeship and Training Fund.
- 17.02** These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers).
- 17.03** This Fund shall be used by the Trustees to finance and administer the Apprenticeship Program.

ARTICLE 18.00 – OTHER FUNDS

18.01 Contract Administration Fund

All signatory Employers shall contribute the required amount as noted in Appendix “A” 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 21.

18.02 BCBCBTU (Bargaining Council of the British Columbia Building Trade Unions)

The Employer shall contribute the required amounts per Appendix “A” to the BCBCBTU. This Provision will continue as long as the Bargaining Council structure continues to exist pursuant to the *BC Labour Relations Code*.

18.03 Local 280 Council Fund

The Employer will deduct from each Employee ten cents (\$0.10) per hour worked for each and every hour or part hour of employment in any job classification and remit the money deducted to the Local 280 Council Fund. This money will be remitted to the Fund by the fifteenth (15th) day of the month following that which deductions cover, in the manner provided by the Unified Remittance Form, as supplemental dues.

18.04 Rehabilitation Fund

The Employer will contribute the required amount per Appendix “A” to the BC Construction Industry Rehabilitation Fund. The Employer shall also implement an Employee deduction as contained in Appendix “A” for each and every hour or part hour of employment in any job classification.

18.05 Local 280 Promotion Fund

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

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

18.06 Jurisdictional Assignment Plan

The Employer Shall contribute the required amount per Appendix "A" to the Jurisdictional Assignment Plan (JA Plan).

18.07 Drug and Alcohol Policy

The Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy) as agreed to between the BCBCBTU and CLR shall be binding upon the Parties and the Parties shall be bound by the decisions of the BCD&A Drug & Alcohol Program Society (D&A Society). The Employer shall contribute the required amount per Appendix "A" for each Employee covered by this Agreement to the D&A Society.

ARTICLE 19.00– DEDUCTION OF UNION DUES

- 19.01** 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.
- 19.02** The total amount deducted, with an itemized statement of same, shall be forwarded to the Union by the fifteenth (15th) day of the following month in the manner provided for in the Unified Remittance Form.
- 19.03** 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.
- 19.04** 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.
- 19.05** The Union shall deliver to the Employer a Statutory Declaration as required by Part 2, Section 16 of the *BC Labour Relations Code*.

ARTICLE 20.00 – FUNDS

- 20.01 (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.

20.02 Penalty for late Payment of Funds

- (a) In the event that the Employer's Remittance is late arriving at the Local Union 280 In-Trust Desk after the fifteenth (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.

20.03 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 Article 20.02 shall apply.

20.04 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.

20.05 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.

20.06 Should the Trustees of any Fund covered by this Agreement wish to check payments by an Employer, such Employer must open their books to a Chartered Accountant appointed by the Trustees.

20.07 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 21.00 – UNIFIED REMITTANCE OF ROOFER FUNDS

21.01 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.

21.02 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.

- 21.03** 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.
- 21.04** If the Employer has no Employees during a given month, they shall submit a "nil" report unless it is clearly understood by all parties that they have declared themselves out of business.

ARTICLE 22.00 – OUT-OF-TOWN JOBS

- 22.01** 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.

- 22.02** 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 thirty dollar (\$30.00) taxi cab, board and lodging. This shall also apply to the return trip. Where an Employee is required to drive a Company and/or their own vehicle to and/or from a jobsite the Employee shall be required to drive no more than ten (10) hours per day.

- 22.03** Employees hired to work on out of town project(s) shall be paid a cents per kilometre travel allowance for initial travel and transportation to the project and return based on the following: Distance will be measured by the most direct route in addition to ferry expenses (car and driver) from the Employee's place of residence to the worksite. The Parties agree that this amount per kilometre will be adjusted based upon the non-taxable rate per kilometre as established by the Canada Revenue Agency for reasonable daily vehicle mileage expenditures. It will be at the discretion of the Employer to direct Roofers to take air transportation. When Roofers travel by air transportation, the Employer shall arrange and pay for such transportation, including ground transportation at the destination. Travel allowance shall not apply when roofers travel by air.

Travel time at straight time rates will apply to Roofers in the employ of the Employer prior to being sent out of town.

- 22.04** When a job is located outside the Greater Vancouver Area and there is no camp accommodation, the Employer shall provide living out allowance or accommodations as provided herein for all Roofers except those classed as local residents.

- 22.05 (a)** Living out allowance (LOA) shall be paid on a seven (7) day per week basis per day as follows:

Current Rate - \$200.00 per day

or

- (b)** Accommodation plus daily meal allowance on a seven (7) day per week basis per day as follows:

Current Rate - \$87.50 per day

Effective May 1, 2024 - \$90.00 per day

Effective May 1, 2025 - \$92.50 per day

- 22.06 (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 them 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 them 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 their 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 they cannot furnish the Foreperson on the job with satisfactory evidence of illness or accident, they will forfeit room and board or subsistence allowance for the days they are absent.

(c) Marshalling Points

On Camp Jobs, no walking time shall be paid up to twenty-five hundred (2,500) feet from the work site. Beyond twenty-five hundred (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.

- 22.07** On jobs of thirty-five (35) calendar days or more, the Employer shall provide leave every twenty-eight (28) calendar 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 Foreperson or Superintendent. Qualification requires five (5) days of work following the leave or payment.

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

The allowance will be based on the following formula:

250 km to 500 km	\$270.00
501 km to 750 km	\$450.00
751 km to 1,000 km	\$630.00
Over 1,000 km	\$720.00

When a turnaround is provided, the Employee shall receive an allowance based on the distance from the job site to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

- 22.08** 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.
- 22.09** Travel Allowance to an out of town job shall be paid in advance. To qualify for travel allowance to out of town jobs Employee must remain on the job for seven (7) days. Failing this, the Employer shall have the

right to deduct from wages such pre-paid travel allowance.

- 22.10** These out of town conditions shall not apply to those Employees hired in accordance with the terms of this Agreement who have been bona fide residents of the job area for at least three (3) months prior to hire. Job area means that area encompassed by a fifty (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 (80 km) free zone shall be paid in accordance to conditions specified in Article 22.
- 22.11** 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.
- 22.12** All travel time shall be straight time.
- 22.13** Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.
- 22.14** If an Employee suffers a job incurred injury on an out-of-town job and if the Workers Compensation Board of British Columbia (dba WorkSafeBC) and/or the attending Doctor should declare them 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.
- 22.15** 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, they 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 23.00 – JOB COMMUTING

- 23.01** 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 USA 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 USA border on the south and Squamish to the north.
- 23.02** No Employer will be allowed to declare a job in the Lower Mainland as an out of town job for the purposes of 22.10 (bona fide residents).

- 23.03** A Lower Mainland Contractor, at their 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 Articles 22.04 and 22.05
- 23.04** Any job within eighty (80) road kilometres by the most direct route possible of the Employer's shop or place of business shall be considered a travel free zone.
- 23.05** Roofers required to travel daily beyond this distance shall be paid per kilometer each way from the outer edge of free zone by the shortest possible route. This amount will be adjusted to match the allowable tax free rate for mileage expense reimbursement as published by the Canada Revenue Agency each year.
- 23.06** 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.
- 23.07** All Employees, not just drivers, shall receive the aforementioned amounts.

ARTICLE 24.00 – EMPLOYEE VEHICLES

- 24.01** During the work day or employed period where the Employee is requested to use their 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 as per the maximum allowable amount in accordance with CRA.
- 24.02** It is, however, understood that no Employee shall be requested to use their personal vehicle as means of transportation for the Employer's tools, materials or equipment.
- 24.03** Ownership and/or use of a vehicle shall not be a condition of employment.

ARTICLE 25.00 – STANDARDIZATION OF AGREEMENT

- 25.01** This Agreement shall be considered as Standard for the Roofing, Damp and Waterproofing Industry in the area laid out in the Geographical Jurisdiction.
- 25.02** 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.
- 25.03** 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.
- 25.04** This Article is not to be construed as to prevent members of the Union being employed by public boards.

ARTICLE 26.00 – UNDERGROUND PAY

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

26.02 This Article will not apply to work performed within basements of buildings or open ditches.

ARTICLE 27.00 – REST BREAKS

27.01 Employees shall be granted once in the first half (½) shift and once in the second half (½) shift a rest break of ten (10) minutes duration. The specific time period of the breaks shall be mutually agreed upon.

27.02 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 28.00 – JOBSITE CONDITIONS

28.01 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 Article 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.

28.02 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.

28.03 A telephone(s) shall be made available to all Employees at all time for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No Employee except for the steward (while doing business as steward) shall be permitted to use a cell phone or smart phone for personal purposes during working hours, excluding rest and meal breaks, except in the case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination. No Employee shall be required to install any app on their personal phone as a condition of employment.

ARTICLE 29.00 – MOONLIGHTING

29.01 No regularly employed member of the Union shall engage in the practice of “Moonlighting”.

No Employer shall employ or continue to employ anyone they 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 30.00 – NO DISCRIMINATION

- 30.01** It is agreed by both Parties to this Agreement that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

ARTICLE 31.00 – “ALL EMPLOYEE” CERTIFICATION

- 31.01** Where Local Union No. 280 has been granted an “All Employee” certification by the BC 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 Journeypersons.

ARTICLE 32.00 – CERTAIN WORK

- 32.01** 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 Union for permission to alter certain conditions of this Agreement. The Business Manager may alter such conditions and for such time and with such limitations as they feel necessary.
- 32.02** They 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 33.00 – ACCESS TO AGREEMENT

- 33.01** The Employer and all Employees covered by this Agreement shall have access to copies of this Agreement, the Union to supply.
- 33.02** The Employer shall permit posting at all times a copy of this Agreement in a prominent place at the normal rallying point of their Employees or at any jobsite office for the information of their Employees.

ARTICLE 34.00 – TOOLS

- 34.01** All Employees, with the exception of Apprentices and Material Handlers, shall possess in good condition, at their own expense, the following tools to enable them to carry out their work:

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	

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

34.03 Apprentices shall be expected to obtain, at their own expense, the following tools to carry out their work:

- | | |
|--------------------------|-------------------------|
| 1 Hammer (straight claw) | 1 Measuring Rule |
| 1 Pr. of Gloves | 1 Set of Roofing Knives |
| 1 Safety Hat | 1 Tool Box or Bag |

34.04 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 their 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 35.00 – TRAINING AND CERTIFICATION OF JOURNEYPEOPLE

35.01 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 Journeypeople employed in the Industry.

35.02 The Joint Committee shall also be responsible for the Certification of existing Journeypeople, either through the machinery of the *Skilled Trades BC Act* or through its own resources. Certification shall be based on basic requirements as set forth by the Committee after due consideration.

ARTICLE 36.00 – ASSOCIATED TRADE

36.01 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.

36.02 Journeyperson Roofers shall be permitted to apply "gravel stop" and to install all sheet metal associated with roofing with the exception of: cladding, decking, metal roofing, architectural panels and flashing associated with cladding, decking metal roofing and architectural panels.

36.03 All sheet metal work connected with a roofing or waterproofing contract which is not directly associated with roofing, and which falls 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.

36.04 If, in conformity with the above the Employer hires Sheet Metal Workers, it is agreed that they 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.

36.05 All Parties agree to respect the regulations pertaining to each trade under the *Skilled Trades BC Act*.

ARTICLE 37.00 – APPRENTICESHIP

- 37.01** A Joint Apprenticeship Committee of the Roofing Industry shall be formed of four (4) members nominated by the CLR 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 CLR and Union.
- 37.02** 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.
- 37.03** All Apprentices shall be indentured to the Joint Apprenticeship Committee in accordance with the provisions of the *Skilled Trades BC 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.
- 37.04** 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 (one hundred and twenty (120) hours per year minimum).
- 37.05** The Employer shall be allowed and encouraged to have one (1) Apprentice for each one (1) Journeyperson (with or without Certificate) employed. They shall be at all times under the direction of Journeyperson Roofers for the first two (2) years of their Apprenticeship.
- 37.06** When hiring or laying off Apprentices, the Employer shall maintain an equal distribution of Junior and Senior Apprentices.
- 37.07** 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.
- 37.08** It is agreed that the Joint Apprenticeship Committee will publish and provide each Apprentice with an Apprentice Working Log Book.
- 37.09** Best efforts will be made by the Employer, the Union and the Joint Apprenticeship Committee of the Roofing Industry (JACRI) to ensure apprentices attend school when scheduled.

ARTICLE 38.00 – JURISDICTIONAL DISPUTES

- 38.01** Work assignments (as between Trades) shall be the responsibility of the Employer in accordance with the "Plan for the Settlement of 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".

38.02 BC 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 BC 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 their 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 BC
- (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 BC 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 BC 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.

38.03 Jurisdictional Assignment Plan Fund

- (a) An amount equal to one cent (\$0.01) per hour for all classifications covered by this Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this 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 39.00 – GRIEVANCE PROCEDURE

- 39.01** 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.
- 39.02** 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.
- 39.03** 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 40.00 – ARBITRATION

- 40.01** 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.
- 40.02** 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.
- 40.03** The BC Labour Relations Board shall be asked to appoint a Nominee, if the conditions of Article 40.02 above are not met within the required time.
- 40.04** The two (2) Nominees or appointees shall, within five (5) days, endeavour to agree upon a Chairperson; if they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a Chairperson.
- 40.05** The Arbitration Board shall meet and render their decision within ten (10) days of the Chairperson's appointment, unless an extension of time is mutually agreed upon.
- 40.06** The question of whether a particular dispute is arbitrable is itself a matter for the Arbitration Board.
- 40.07** Each party shall stand the cost and expense of its own Nominee to an Arbitration Board and one-half (½) the cost and expense of the Chairperson.
- 40.08** The decision of the Arbitration Board shall be final and binding on all parties.
- 40.09** The Parties, with mutual agreement, may refer a dispute to a single arbitrator rather than an Arbitration Board.

ARTICLE 41.00 – JOINT ROOFING CONFERENCE BOARD – JOINT ROOFING ADJUSTMENT BOARD

- 41.01** 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, shall endeavour to meet four (4) times per year.
- 41.02** 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 39.
- 41.03** 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 39.
- 41.04** 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 quality standards 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.
- 41.05** The Joint Roofing Adjustment Board shall have the power, authority and duty to:
- (a)** Subject to the provisions of Article 41.02 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 39.
 - (d)** To fulfil such other obligations contained in this Agreement as from time to time may arise.

- 41.06** 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.
- 41.07** All Employers, including the Employer of this specific Agreement, whether or not members of either RCA or the Construction Labour Relations Association of BC, 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 42.00 – DUTIES OF EMPLOYEES

42.01 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 their 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 themselves 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 43.00 – UNION REPRESENTATIVES

43.01 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 person to be terminated or transferred with the exception of the Foreperson.

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.

- 43.02** Business Representatives shall have access to job sites at all times and shall make a reasonable effort to notify the Company's representative that they are 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 their representative.
- 43.03** 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 44.00 – UNION RESERVATIONS

- 44.01** 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 workers or workers whose organization is not affiliated with the Building Trades council, shall not be a violation of this Agreement.
- 44.02** It shall not be a violation of this Agreement for Employees to respect legal picket lines.
- 44.03** The Union may provide a Letter of Comfort for a project if requested in advance by the Employer.

ARTICLE 45.00 – EMPLOYER RESERVATIONS

- 45.01** The management of the Employer's operation and the direction and promotion of the Employee is vested exclusively in the management, and the Union shall not in any way interfere with their rights, provided however, that these rights will not be used for the purpose of discrimination against employees.
- 45.02** The Union shall at no time have a right of access to the Employer's books other than payroll.

ARTICLE 46.00 – SAFETY

- 46.01** 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.
- 46.02** 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 Workers Compensation Board of British Columbia (dba WorkSafeBC) regulations may be considered cause for dismissal.
- 46.03** The Employer shall see that safe ladders, properly maintained and guarded kettles and other appurtenances of the Trade shall be provided on all jobs.
- 46.04** Whenever a heating kettle is used, there shall be not less than two (2) Employees on the job at all times except for preliminary heating where other Employees are expected to arrive shortly.
- 46.05** Employees shall provide themselves with safety hats and shall wear at all times on BUR jobs, such clothing that shall at all time completely cover the arms and legs.

- 46.06** Employees should not and shall not work with workers who are incapacitated through consumption of alcohol.
- 46.07** No Employee shall be allowed to ride in the rear of trucks, unless such trucks are equipped in accordance with the Workers Compensation Board of British Columbia (dba WorkSafeBC) regulations.
- 46.08** 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.
- 46.09** All safety equipment and clothing that is provided by the Employer under this Agreement will be correct fitting for every individual body type, size and gender when available.

ARTICLE 47.00 – SAVING ARTICLE

- 47.01** 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.
- 47.02** Such negotiations (as above) to be conducted by Construction Labour Relations Association of BC and International Association of Sheet Metal, Air, Rail and Transportation Workers Local No. 280 and when any decision is reached, such decision shall be ratified and made operative in accordance with the provisions of Article [41.05].

ARTICLE 48.00 – MATTERS OF LAW

- 48.01** Copies of this Agreement shall be deposited as may be required by the *BC Labour Relations Code* and Canada.
- 48.02** The operation of Section 50(2) and (3) of the *BC Labour Relations Code* is hereby excluded.

ARTICLE 49.00 – TECHNOLOGICAL CHANGE

- 49.01** 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.

ARTICLE 50.00 – DURATION OF AGREEMENT

- 50.01** All provisions of this Agreement shall continue in force and effect beginning May 1, 2023 and for the period ending April 30, 2026.

50.02 It shall continue in force and effect from year to year thereafter unless either party shall desire a change and shall file notice in writing of changes desired at any time during a four (4) month period prior to April 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 51.00 – RECOGNITION OF AGREEMENT

51.01 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.

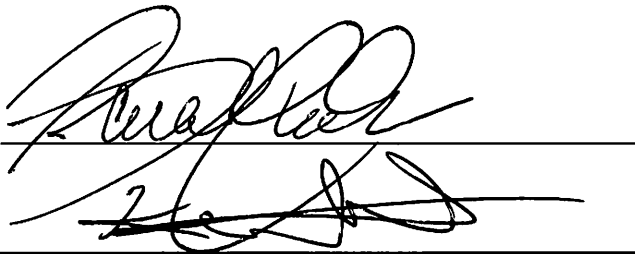
DATED THIS 4 DAY OF MARCH, 2025.

DATED THIS 7 DAY OF MARCH, 2025

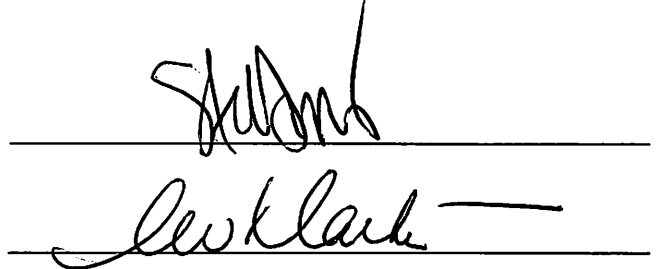
SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF BC

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



Two handwritten signatures are present on two horizontal lines. The first signature is a large, stylized cursive signature. The second signature is a smaller, more compact cursive signature.



Two handwritten signatures are present on two horizontal lines. The first signature is a large, stylized cursive signature. The second signature is a smaller, more compact cursive signature.

SHINGLE ADDENDUM

The following Articles 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 workers 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

**SHEET METAL WORKERS LOCAL 280
ROOFERS LOCAL 280 STANDARD AGREEMENT
LETTER OF UNDERSTANDING**

BY AND BETWEEN:

Sheet Metal Workers Local 280

(the "Union")

AND:

Construction Labour Relations Association of BC (CLR)

(On its own behalf, on behalf of its member Employers who have authorized the Association to
sign the Roofers Local 280 Standard Agreement)

(the "Employer")

RE:

PLA Premium

(the "Agreement")

The Parties understand and agree that a five percent (5%) wage premium above the Journeyman Roofer wage rate will apply on Liquefied Natural Gas (LNG), Oil or Mining Projects that are covered by Project Labour Agreement(s) or on any other future PLA projects by mutual agreement of the Parties.

Unless otherwise provided for in a future Project Labour Agreement, hours worked under this Letter of Understanding on Saturdays, Sundays and/or Statutory Holidays will be paid at two hundred percent (200%) of the applicable straight time wage rates.

Dated this 1st day of November, 2016.

Dated this 1st day of November, 2016.

Signed on behalf of:
Construction Labour Relations
Association of BC

Signed on behalf of:
Sheet Metal Workers Local 280

"Mike Zaine"

"Dan Burroughs"

APPENDIX "A" – ROOFERS ICI

Breakdown of Monetary Package		May 28, 2023				October 29, 2023			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package
Roofer Foreperson "A"	100% + \$4.50	\$38.35	\$4.60	\$7.55	\$50.50	\$39.11	\$4.69	\$7.55	\$51.35
Roofer Foreperson "B"	100% + \$3.00	\$36.85	\$4.42	\$7.55	\$48.82	\$37.61	\$4.51	\$7.55	\$49.67
Journeyman Roofer	100%	\$33.85	\$4.06	\$7.55	\$45.46	\$34.61	\$4.15	\$7.55	\$46.31
New Journeyman	85%	\$28.77	\$3.45	\$7.55	\$39.77	\$29.42	\$3.53	\$7.55	\$40.50
Unticketed Journeyman	85%	\$28.77	\$3.45	\$7.55	\$39.77	\$29.42	\$3.53	\$7.55	\$40.50
Material Handler ¹	55%	\$18.62	\$1.49	\$3.26	\$23.37	\$19.04	\$1.52	\$3.26	\$23.82
Apprentices ³ :									
6th Term – 3751–4950 hours	80%	\$27.08	\$3.25	\$7.55	\$37.88	\$27.69	\$3.32	\$7.55	\$38.56
5th Term – 2801–3750 hours	70%	\$23.70	\$2.84	\$7.55	\$34.09	\$24.23	\$2.91	\$7.55	\$34.69
4th Term – 1801–2800 hours	65%	\$22.00	\$2.64	\$7.55	\$32.19	\$22.50	\$2.70	\$7.55	\$32.75
3rd Term – 851–1800 hours ³	60%	\$20.31	\$2.44	\$3.26	\$26.01	\$20.77	\$2.49	\$3.26	\$26.52
2nd Term – 401–850 hours ³	55%	\$18.62	\$2.23	\$3.26	\$24.11	\$19.04	\$2.28	\$3.26	\$24.58
1st Term – 0–400 hours ³	55%	\$18.62	\$2.23	\$3.26	\$24.11	\$19.04	\$2.28	\$3.26	\$24.58

Employer Contributions		May 28, 2023		October 29, 2023	
Health Benefit Fund	W	\$2.91		\$2.91	
Pension ¹	W	\$4.29		\$4.29	
CLR Dues	W	\$0.13		\$0.13	
Rehabilitation Fund	W	\$0.04		\$0.04	
JA Plan	W	\$0.01		\$0.01	
BCBCBTU Fund	W	\$0.05		\$0.05	
Roofers Apprenticeship	W	\$0.11		\$0.11	
D&A Society	W	\$0.01		\$0.01	

*Total Employer Contributions Straight Time Hours	\$7.55	\$7.55
*Total Employer Contributions 1.5X Overtime Hours	\$7.55	\$7.55
*Total Employer Contributions 2X Overtime Hours	\$7.55	\$7.55

1. The Material Handler and the 1st, 2nd and 3rd Term Apprentices classifications are not entitled to Pension Contributions.
2. Material Handler - Vacation & Holiday Pay is 8%.
3. Any apprentice that has reached a specific term prior to the new structure will remain at that term until they complete the required hours to move to the next term.

Employee Deductions	May 28, 2023					October 29, 2023				
	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice
	W	W	W	W	W	W	W	W	W	W
All Classes (excluding Apprentices)	\$0.23	\$0.10	\$0.03	\$0.04	-	\$0.25	\$0.10	\$0.03	\$0.04	-
Apprentices	\$0.23	\$0.10	\$0.03	\$0.04	\$1.00	\$0.25	\$0.10	\$0.03	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.40	\$0.40	\$0.40
Apprentices	\$1.40	\$1.40	\$1.40

Total Employee Deductions		
Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
\$0.42	\$0.42	\$0.42
\$1.42	\$1.42	\$1.42

Monthly Dues - Journeyperson	\$112
Monthly Dues - Apprentice	\$58
Monthly Dues - Material Handler	\$35

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours earned
Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours worked

*Hourly Dues increase to \$0.25 effective July 1, 2023

APPENDIX "B" – ROOFERS PLA

Breakdown of Monetary Package		May 28, 2023				October 29, 2023			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package
Roofer Foreperson "A"	100% + \$4.50	\$40.04	\$4.80	\$7.55	\$52.39	\$40.84	\$4.90	\$7.55	\$53.29
Roofer Foreperson "B"	100% + \$3.00	\$38.54	\$4.62	\$7.55	\$50.71	\$39.34	\$4.72	\$7.55	\$51.61
Journeyman Roofer	100%	\$35.54	\$4.27	\$7.55	\$47.36	\$36.34	\$4.36	\$7.55	\$48.25
New Journeyman	85%	\$30.21	\$3.63	\$7.55	\$41.39	\$30.89	\$3.71	\$7.55	\$42.15
Unticketed Journeyman	85%	\$30.21	\$3.63	\$7.55	\$41.39	\$30.89	\$3.71	\$7.55	\$42.15
Material Handler ¹	55%	\$19.55	\$1.56	\$3.26	\$24.37	\$19.99	\$1.60	\$3.26	\$24.85
<u>Apprentices³:</u>									
6th Term – 3751–4950 hours	80%	\$28.43	\$3.41	\$7.55	\$39.39	\$29.07	\$3.49	\$7.55	\$40.11
5th Term – 2801–3750 hours	70%	\$24.88	\$2.99	\$7.55	\$35.42	\$25.44	\$3.05	\$7.55	\$36.04
4th Term – 1801–2800 hours	65%	\$23.10	\$2.77	\$7.55	\$33.42	\$23.62	\$2.83	\$7.55	\$34.00
3rd Term – 851–1800 hours ³	60%	\$21.33	\$2.56	\$3.26	\$27.15	\$21.80	\$2.62	\$3.26	\$27.68
2nd Term – 401–850 hours ³	55%	\$19.55	\$2.35	\$3.26	\$25.16	\$19.99	\$2.40	\$3.26	\$25.65
1st Term – 0–400 hours ³	55%	\$19.55	\$2.35	\$3.26	\$25.16	\$19.99	\$2.40	\$3.26	\$25.65

Employer Contributions		May 28, 2023		October 29, 2023	
Health Benefit Fund	W	\$2.91		\$2.91	
Pension ¹	W	\$4.29		\$4.29	
CLR Dues	W	\$0.13		\$0.13	
Rehabilitation Fund	W	\$0.04		\$0.04	
JA Plan	W	\$0.01		\$0.01	
BCBCBTU Fund	W	\$0.05		\$0.05	
Roofers Apprenticeship	W	\$0.11		\$0.11	
D&A Society	W	\$0.01		\$0.01	

*Total Employer Contributions Straight Time Hours	\$7.55	\$7.55
*Total Employer Contributions 1.5X Overtime Hours	\$7.55	\$7.55
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2. Material Handler - Vacation & Holiday Pay is 8%.
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Employee Deductions	May 28, 2023					October 29, 2023				
	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice
	W	W	W	W	W	W	W	W	W	W
All Classes (excluding Apprentices)	\$0.23	\$0.10	\$0.03	\$0.04	-	\$0.25	\$0.10	\$0.03	\$0.04	-
Apprentices	\$0.23	\$0.10	\$0.03	\$0.04	\$1.00	\$0.25	\$0.10	\$0.03	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.40	\$0.40	\$0.40
Apprentices	\$1.40	\$1.40	\$1.40

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.42	\$0.42	\$0.42
Apprentices	\$1.42	\$1.42	\$1.42

Monthly Dues - Journeyperson	\$112
Monthly Dues - Apprentice	\$58
Monthly Dues - Material Handler	\$35

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

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

*Hourly Dues increase to \$0.25 effective July 1, 2023

APPENDIX "C" – GRANDPARENTED ARCHITECTURAL SHEET METAL WORKER ICI

Breakdown of Monetary Package		May 28, 2023				October 29, 2023			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package
"A" Foreperson	115%	\$52.78	\$6.33	\$8.684	\$67.794	\$53.96	\$6.48	\$8.684	\$69.124
"B" Foreperson	110%	\$50.48	\$6.06	\$8.684	\$65.224	\$51.61	\$6.19	\$8.684	\$66.484
Journey person	100%	\$45.89	\$5.51	\$8.684	\$60.088	\$46.92	\$5.63	\$8.684	\$61.235
1 st Year Journey person	85%	\$41.30	\$4.96	\$8.684	\$54.944	\$42.23	\$5.07	\$8.684	\$55.984
Apprentices³:									
4801 - 6400 Hours	80%	\$36.72	\$4.41	\$8.684	\$49.814	\$37.54	\$4.50	\$8.684	\$50.724
3201 - 4800 Hours	70%	\$32.13	\$3.86	\$8.684	\$44.674	\$32.84	\$3.94	\$8.684	\$45.464
1601 - 3200 Hours	60%	\$27.54	\$3.30	\$8.684	\$39.524	\$28.15	\$3.38	\$8.684	\$40.214
0 - 1600 Hours	50%	\$22.95	\$2.75	\$8.684	\$34.384	\$23.46	\$2.82	\$8.684	\$34.964
Pre-Apprentice (After 800 Hours) ¹	40%	\$18.36	\$1.47	\$2.830	\$22.660	\$18.77	\$1.50	\$2.830	\$23.100
Pre-Apprentice (First 800 Hours) ¹	40%	\$18.36	\$1.47	\$0.000	\$19.830	\$18.77	\$1.50	\$0.000	\$20.270

Employer Contributions		May 28, 2023		October 29, 2023	
Health Benefit Fund	W	\$2.83		\$2.83	
Pension ¹	W	\$4.73		\$4.73	
CLR Dues	W	\$0.59		\$0.59	
Rehabilitation Fund	W	\$0.04		\$0.04	
JA Plan	W	\$0.05		\$0.05	
BCBCBTU Fund	W	\$0.01		\$0.01	
Roofers Apprenticeship	W	\$0.13		\$0.13	
D&A Society	W	\$0.01		\$0.01	
Sheet Metal Industry Fund ²	W	\$0.294		\$0.294	

Roofers Local 280 Standard Agreement	May 1, 2023 to April 30, 2026
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*Total Employer Contributions Straight Time Hours	\$8.684	\$8.684
*Total Employer Contributions 1.5X Overtime Hours	\$8.684	\$8.684
*Total Employer Contributions 2X Overtime Hours	\$8.684	\$8.684

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

Employee Deductions	May 28, 2023				
	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice
	W	W	W	W	W

All Classes (excluding Apprentices)	\$0.23	\$0.10	\$0.03	\$0.04	-
Apprentices	\$0.23	\$0.10	\$0.03	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.42	\$0.42	\$0.42
Apprentices	\$1.42	\$1.42	\$1.42

Monthly Dues - Journeyperson	\$150
Monthly Dues - Apprentice	\$96
Monthly Dues - Pre Apprentice	\$68
Monthly Dues - Material Handler	\$118

Employee Deductions	October 29, 2023				
	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice
	W	W	W	W	W

All Classes (excluding Apprentices)	\$0.25	\$0.10	\$0.03	\$0.04	-
Apprentices	\$0.25	\$0.10	\$0.03	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.44	\$0.44	\$0.44
Apprentices	\$1.44	\$1.44	\$1.44

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours earned; "W" paid/deducted based on hours worked

*Hourly Dues increase to \$0.25 effective July 1, 2023

APPENDIX "D" – GRANDPARENTED ARCHITECTURAL SHEET METAL WORKER PLA

Breakdown of Monetary Package		May 28, 2023				October 29, 2023			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) ¹	Total Employer Contributions ^{1,2}	Total Monetary Package
"A" Foreperson	115%	\$52.78	\$6.33	\$8.684	\$67.794	\$53.96	\$6.48	\$8.684	\$69.124
"B" Foreperson	110%	\$50.48	\$6.06	\$8.684	\$65.224	\$51.61	\$6.19	\$8.684	\$66.484
Journey person	100%	\$45.89	\$5.51	\$8.684	\$60.088	\$46.92	\$5.63	\$8.684	\$61.235
1 st Year Journey person	85%	\$41.30	\$4.96	\$8.684	\$54.944	\$42.23	\$5.07	\$8.684	\$55.984
Apprentices³:									
4801 - 6400 Hours	80%	\$36.72	\$4.41	\$8.684	\$49.814	\$37.54	\$4.50	\$8.684	\$50.724
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1601 - 3200 Hours	60%	\$27.54	\$3.30	\$8.684	\$39.524	\$28.15	\$3.38	\$8.684	\$40.214
0 - 1600 Hours	50%	\$22.95	\$2.75	\$8.684	\$34.384	\$23.46	\$2.82	\$8.684	\$34.964
Pre-Apprentice (After 800 Hours) ¹	40%	\$18.36	\$1.47	\$2.830	\$22.660	\$18.77	\$1.50	\$2.830	\$23.100
Pre-Apprentice (First 800 Hours) ¹	40%	\$18.36	\$1.47	\$0.000	\$19.830	\$18.77	\$1.50	\$0.000	\$20.270

Employer Contributions		May 28, 2023		October 29, 2023	
Health Benefit Fund	W	\$2.83		\$2.83	
Pension ¹	W	\$4.73		\$4.73	
CLR Dues	W	\$0.59		\$0.59	
Rehabilitation Fund	W	\$0.04		\$0.04	
JA Plan	W	\$0.05		\$0.05	
BCBCBTU Fund	W	\$0.01		\$0.01	
Roofers Apprenticeship	W	\$0.13		\$0.13	
D&A Society	W	\$0.01		\$0.01	
Sheet Metal Industry Fund ²	W	\$0.294		\$0.294	

Roofers Local 280 Standard Agreement	May 1, 2023 to April 30, 2026
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*Total Employer Contributions Straight Time Hours	\$8.684	\$8.684
*Total Employer Contributions 1.5X Overtime Hours	\$8.684	\$8.684
*Total Employer Contributions 2X Overtime Hours	\$8.684	\$8.684

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

Employee Deductions	May 28, 2023				
	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice
	W	W	W	W	W

All Classes (excluding Apprentices)	\$0.23	\$0.10	\$0.03	\$0.04	-
Apprentices	\$0.23	\$0.10	\$0.03	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.42	\$0.42	\$0.42
Apprentices	\$1.42	\$1.42	\$1.42

Monthly Dues - Journeyperson	\$150
Monthly Dues - Apprentice	\$96
Monthly Dues - Pre Apprentice	\$68
Monthly Dues - Material Handler	\$118

Employee Deductions	October 29, 2023				
	Hourly Dues	Local 280 Council Fund	Local 280 Promotion Fund	Rehab Fund	Apprentice
	W	W	W	W	W

All Classes (excluding Apprentices)	\$0.25	\$0.10	\$0.03	\$0.04	-
Apprentices	\$0.25	\$0.10	\$0.03	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
All Classes (excluding Apprentices)	\$0.44	\$0.44	\$0.44
Apprentices	\$1.44	\$1.44	\$1.44

Employer Contributions and Employee Deductions marked "E" paid/deducted based on hours earned; "W" paid/deducted based on hours worked

*Hourly Dues increase to \$0.25 effective July 1, 2023

LIST OF SIGNATORY CONTRACTORS

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

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

- | | |
|---------------------------------------|--------------------------------------|
| 1. Admiral Roofing Ltd. | 5. CIMS Limited Partnership |
| 2. Atlas Apex Roofing (BC) Inc. | 6. Eby & Sons Construction Ltd. |
| 3. Bollman Roofing & Sheet Metal Ltd. | 7. Nelson Roofing & Sheet Metal Ltd. |
| 4. Campbell and Grill Limited | 8. Pacific Waterproofing Ltd. |

*The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 as interpreted by the Arbitration Decision B.C.C.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

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 worker. They are 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 they get 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 one 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 person where required
- (e) Check cards (receipts) periodically of their 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 their lawful duties that are in conformity with the foregoing.

REMINDERS AND GENERAL INFORMATION

Your Representatives:	Steve Davis	Business Manager
	Owin Baxter	Assistant Business Manager
	Troy Clutchey	Representative
	Jeff Lind	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 7:00am - 4:00pm
Benefits and pensions:	7:00am - 4:00pm

Regular General Meetings:	Third Thursday of each month, 7:00pm
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BE INFORMED, TAKE AN ACTIVE PART, ATTEND MEETINGS

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BE UNION
