

PROVINCIAL COLLECTIVE AGREEMENT

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
AND ONTARIO SHEET METAL WORKERS' CONFERENCE

for Locals 30, 47, 235, 269, 397, 473, 504, 537,
539 and 562

May 1, 2010 - April 30, 2013

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PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION AND ONTARIO SHEET METAL
WORKERS' CONFERENCE

BODY OF AGREEMENT
and
APPENDIX "N" - SAFETY POLICY
and
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PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION and ONTARIO SHEET METAL
WORKERS' CONFERENCE

BODY OF AGREEMENT

PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION and ONTARIO SHEET METAL
WORKERS' CONFERENCE
For Locals 30, 47, 235, 269, 397, 473,
504, 537, 539 and 562

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PROVINCIAL COLLECTIVE AGREEMENT

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This PROVINCIAL COLLECTIVE AGREEMENT also includes the following:

Wage Schedules

Appendices

A	Sheeting and Decking
B	Hamilton, Brantford and Niagara
C	Kingston
D	London
E	Ottawa
F	Peterborough
G	Sarnia
H & I	Sault Ste. Marie and Sudbury
J	Thunder Bay
K	Toronto, including Barrie Area
L	Waterloo - Wellington
M	Windsor - Chatham
N	Safety Policy
O	Gasfitter

PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

Between:

ONTARIO SHEET METAL CONTRACTORS ASSOCIATION
(Hereinafter referred to as the "Association")
OF THE FIRST PART

and

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
and ONTARIO SHEET METAL WORKERS' CONFERENCE
for Locals 30, 47, 235, 269, 397, 473, 504, 537,
539 and 562
(Hereinafter referred to as the "Union")
OF THE SECOND PART

PURPOSE AND INTENT

The purpose and intent of this Collective Agreement is to:

- Advance the sheet metal industry
- Improve the standard of efficiency in the sheet metal trade
- Promote peace and harmony between employers and employees
- Facilitate the orderly adjustment of all grievances, disputes and/or differences that may arise between the Parties hereto and/or the members of each
- Prevent all strikes and lock-outs
- Record the provisions respecting the agreed conditions of employment, and the privileges and duties of the employers, the Association, the Union and the employees
- Prevent waste, avoidable delays and unnecessary expense, so that the cost to the Client may be as low as possible consistent with the fair wages and working conditions set forth herein.

ARTICLE 1 - STRUCTURE OF COLLECTIVE AGREEMENT

1.1 Attached to this Collective Agreement and forming a part hereof are:

Wages Schedules containing details of wages, vacation pay and employers contributions for sheeting and decking and local areas.

Appendix "A" - Sheeting and Decking.

Appendices "B" through "M" containing terms and conditions applicable in the geographic area relating to each.

Appendix "N" - Safety Policy.

Appendix "O" - Gasfitter

1.2 To the extent that an appendix covers matters dealt with in the body of this Agreement the terms of that Appendix shall govern for its relative geographic area or segment of the sheet metal industry. To the extent that an Appendix is silent on such matters the terms and conditions set out in the body of this Agreement shall govern.

1.3 Subject to Article 1.2 above, notwithstanding anything to the contrary in this Agreement or its Appendices "B" through "M" the terms and conditions of Appendix "A", Sheeting and Decking shall apply throughout Ontario but only for matters dealt with therein. All other matters shall be subject to the terms and conditions set out in the Appendix applicable to the geographic area in which the work is being performed.

1.4 A local union and a local association may make a joint recommendation to the Union and the Association for approval to cause an amendment to their local appendix provided such amendment is not in violation of the Provincial Agreement. Approval of both the Union and the Association is required before such recommendation is acted upon.

1.5 This Agreement shall also apply to work in the Electrical Power Systems Sector that is not covered by the Collective Agreement between the Ontario Sheet Metal Workers' & Roofers' Conference and the Electrical Power Systems Construction Association.

ARTICLE 2 - DEFINITIONS

Note: Where this Agreement refers to "Journeyman" or "Journeyman Sheet Metal Worker" and the reference is applicable to the Sheeting and Decking segment the term "Journeyman" or "Journeyman Sheet Metal Worker" shall mean "Qualified Sheeter/Decker".

In this Agreement:

- 2.1 "Association" means the Ontario Sheet Metal Contractors Association, which is a designated employer bargaining agency.
- 2.2 "Union" means the Sheet Metal Workers' International Association and the Ontario Sheet Metal Workers' Conference consisting of Locals 30, 47, 235, 269, 397, 473, 504, 537, 539 and 562, which collectively are a designated employee bargaining agency.
- 2.3 "local trade association" means the association named on the lead page of the relevant appendix to this Agreement and which is recognized by the Ontario Sheet Metal Contractors Association and whose sphere of activity is primarily within the geographic area described in that particular appendix.
- 2.4 "local union" means the affiliated bargaining agency named on the lead page of the relevant appendix and whose sphere of activity is primarily within the geographic area described in that particular appendix.
- 2.5 "employer" means any member of a local trade association who is bound by this Collective Agreement and any other employer in the sheet metal industry who is so bound.
- 2.6 "employee" means a certified journeyman sheet metal worker or registered apprentice, a gasfitter, as well as sheeter/decker, welder, sheeter's assistant, material handler and probationary employee engaged in the sheeting and decking segment of the sheet metal industry, recognized by the local union and employed in the shop or on the job site except as otherwise specifically provided in this Collective Agreement.
- 2.7 "foreman" or "sub-foreman" means an employee who is elevated by an employer in view of his skills and ability to fulfill the duties required of him.

- 2.8** "member" means a certified journeyman sheet metal worker or registered apprentice, a gasfitter, sheeter/decker, welder, sheeter's assistant, material handler and probationary employee in the sheeting and decking segment of the sheet metal industry, recognized by the local union and employed or eligible to be employed by an employer in the shop or on the job site.
- 2.9** "holidays" means those days set out in Article 23 of this Collective Agreement.
- 2.10** "O.C.T.F." or "Ontario Conference Trust Fund" means the Ontario Sheet Metal Workers' Conference Promotion Trust Fund.
- 2.11** "hourly rate" - for the purpose of the administration of other documents, such as Trust Agreements and Benefits Plans, which relate to this Agreement the Parties agree that the words "hourly rate" as used in this Agreement have replaced the words "base, basic rate, basic wage, rate, basic hourly rate, base wage, rate of wages, base rate" as used in the 1982 - 1984 Provincial Collective Agreement.

ARTICLE 3 - GEOGRAPHIC SCOPE OF AGREEMENT

- 3.1** This is a Provincial Agreement within the meaning of the Labour Relations Act of Ontario, and as such applies to the industrial, commercial and institutional sector of the construction industry.
- 3.2** The following sets out in general the geographic areas covered by this Agreement and the Appendix relative to each. A detailed description of each geographic area is set out in the appropriate Appendix.

Area	Appendix
Hamilton, Brantford and Niagara	B
Kingston	C
London	D
Ottawa	E
Peterborough	F
Sarnia	G
Sault Ste. Marie and Sudbury	H & I
Thunder Bay	J
Toronto, including Barrie Area	K
Waterloo- Wellington	L
Windsor- Chatham Area	M

ARTICLE 4 - CODE OF ETHICS

- 4.1** All Parties hereto mutually agree to cooperate fully in every legal and proper way to establish and maintain in the sheet metal industry and within the territory in which they shall operate, a code of ethics and fair practices which will ensure compliance with the specific terms of this Agreement and to direct their efforts, individually and collectively as circumstances may warrant and justify, to the elimination of unfair competition and destructive practices.
- 4.2** The Union will not permit its members to contravene the principle of working only for recognized employers of union labour, or of union members working at sheet metal work at night or other non-regular working hours for other than their regular employers. Employers will advise the Union of any such contravention which comes to their attention.

ARTICLE 5 - NO STRIKE - NO LOCK-OUT

- 5.1** It is agreed that there will be no lock-out or threat thereof and there shall be no strike, slowdown, sitdown or stoppage of or action which will stop or interfere with or slow down production or threat thereof.

ARTICLE 6 - MANAGEMENT'S RIGHTS

- 6.1** The Union agrees that the employer has the exclusive right to manage the enterprise and to exercise such right without any restrictions save and except as are set out in this Agreement. Without restricting the generality of the foregoing it is agreed that it is the exclusive function of the employer:

- to hire, transfer, assign work, promote, demote, lay-off, discipline and discharge employees for just cause, and to increase or decrease the working force from time to time.

- to determine materials, parts, components and assemblies to be used, design of products, facilities, and equipment required, to prescribe tools, methods of performing work and the location of equipment, and the scheduling of work.

- 6.2** The management rights expressed herein shall not be exercised in a manner inconsistent with the provisions of this Agreement.

- 6.3** It is understood and agreed that alcohol, drugs and other controlled substances are prohibited in the workplace.

The possession, use, consumption or reporting for work under the influence of alcohol, drugs or other controlled substances may be deemed to be just cause for discipline or for referral to a substance abuse program for evaluation and/or treatment.

The employer shall provide an unpaid leave of absence to any employee that is enrolled and participating in a recognized substance abuse program; ie DeNovo.

ARTICLE 7 - FOREMEN AND SUB-FOREMEN

Refer to Clause 5 of Local Appendices

- 7.1** The employer shall have the exclusive discretion to revert any foreman or sub-foreman to a journeyman.

All other language and conditions as set out in Clause 5 of Local Appendices.

- 7.2** All foremen must be members of the Sheet Metal Workers' International Association.

ARTICLE 8 - UNION SECURITY

- 8.1** The employer agrees it shall be a condition of employment for all employees covered by the terms of this Agreement, to be a member of, and to maintain membership in good standing, in one of the local unions.

ARTICLE 9 - SUB CONTRACTS

- 9.1** When contracting or sub-contracting, the employer agrees that any and all of the acknowledged work herein contained in Article 29 and Clause 19 of this Agreement covering Trade Jurisdiction must be contracted or subcontracted to an employer who is a signatory to this Provincial Agreement.

9.2 An employer who undertakes a contract with an owner to provide construction management services shall be subject to Article 9.1.

ARTICLE 10 - UNION REPRESENTATIVES AND RIGHTS

10.1 The business representative of each of the local unions shall, on reporting, have access to the project or shop where members of a local union are employed and in no case shall the presence of the business representative unduly interfere with the progress of 'the work'.

10.2 Should security regulations and/or owner-client regulations prevent access to any job or project the employer will assist the business representative in obtaining a necessary pass or permission to visit the job or project.

ARTICLE 11 - UNION MEMBER - RIGHTS

11.1 A union member delegated for official union duty shall be permitted the necessary time off without pay to perform these duties, providing the employer is notified a minimum of 48 hours in advance.

ARTICLE 12 - JOINT CONFERENCE BOARD - LOCAL

12.1 The local trade association and the local union in each geographic area set out in Article 3.2 hereof shall form a Local Joint Conference Board with continuing responsibilities.

12.2 Purpose

The purpose of this Board is to improve the sheet metal industry in general and without restricting the generality of the foregoing to deal with the following specifics:

- close cooperation and harmony between the local trade association and employers covered by this Agreement on one hand, and the local union and its members on the other, for the betterment of the sheet metal industry as a whole,

- improving the status and conditions of the sheet metal industry,

- investigating and suggesting of methods to improve trade practices, standards of workmanship and working conditions in the sheet metal industry,
- investigate and suggest methods to improve efficiency and productivity in the sheet metal industry,
- prevent and eliminate unfair practices affecting employers and employees alike,
- constantly work for the improvement of labour relations in general,
- deal with any dispute or grievance referred to it under the grievance procedure set out in this Agreement and to make responsible efforts to settle the matter amicably and satisfactorily.

Provided that

Any matter brought before this Board which may or is likely to concern or affect the industry or Parties to this Agreement in another geographic area or in the Province generally shall not be decided by this Board but after first being dealt with shall be forwarded with recommendations, to the Provincial Joint Conference Board for attention and required action. This provision applies particularly but not exclusively to matters of disputes or grievances involving the interpretation of this Agreement or any part thereof in accordance with Article 14, Grievance Procedure.

12.3 Composition and Procedure

The Local Joint Conference Board shall be composed of five representatives from the local trade association and five from the local trade union. This equal representation may be decreased to a minimum of three each by mutual consent of the Board of Directors of the local trade association and the Executive Committee of the local union. A quorum shall consist of two from each party in the case of a six man board and three from each party in the case of a larger board. The chairmanship of this Board shall alternate between the parties from meeting to meeting. The secretary shall be from the party other than the one the chairmen represents.

- 12.4** Decisions of this Board shall be by majority vote. Representatives of either party at a meeting shall be entitled to cast votes to a total of the number of representatives each have on this Board. Voting shall be by secret ballot.
- 12.5** No member of this Board who is the subject of, or has been directly involved in an allegation or dispute brought before this Board shall sit as a member thereof while the matter is being dealt with; but a substitute appointed by the party he represents on this Board shall sit in his stead for this purpose.
- 12.6** This board shall not render any decisions which are contrary to or at variance with the express provisions of this Collective Agreement.
- 12.7** If the voting on a question brought before the Board for decision results in a deadlock and it is decided by either parties that the matter is important enough to require a solution, the representatives will refer the matter to the Provincial Joint Conference Board for resolution.

12.8 Meetings

This Board shall meet at the written request of either of its parties upon receipt of two working days notice or such longer period as mutually agreed upon; but in the least, this Board shall meet once in each quarter of each calendar year.

ARTICLE 13 - JOINT CONFERENCE BOARD - PROVINCIAL

13.1 The Provincial Joint Conference Board shall be maintained for the duration of this Agreement.

13.2 Purpose

The purpose of this Board is to improve the sheet metal industry in general throughout the Province of Ontario and to develop and encourage a harmonious relationship between the various trade associations and employers covered by this Collective Agreement on the one hand and the several local unions and their members on the other by a responsible and informed approach to questions and problems referred to them:

- through the terms of this Collective Agreement,
- by any Party to this Collective Agreement whether the matter be local or provincial in scope.

13.3 Composition and Procedure

This Board shall be composed of five representatives from the Ontario Sheet Metal Contractors Association and five from the Ontario Sheet Metal Workers' Conference. A quorum shall consist of three representatives from each of the aforementioned parties.

13.4 The chairmanship of this Board shall alternate between the parties from meeting to meeting. The secretary shall be from the party other than the one the chairman represents.

13.5 This Board shall not hear matters which by virtue of this Agreement are the prerogative of the Local Joint Conference Board to hear in the first instance, until they have been so dealt with and referred on by that Board.

13.6 This Board shall render decisions on matters referred to it, which decisions shall be final and binding on all parties to the difference or dispute, subject to approval by the Board of Directors of the Ontario Sheet Metal Contractors Association and the Ontario Sheet Metal Workers' Conference.

13.7 Decisions of this Board shall be by majority vote. Representatives of either party to this Board shall be entitled to cast votes to a total of the number of representatives each have on this Board. Voting shall be by secret ballot.

13.8 In the event of a tie vote or of a decision not gaining the approval referred to above the matter may, if it deals with a question of the interpretation, administration or alleged violation of this Agreement, be referred to arbitration as provided in Article 14 herein.

13.9 This Board shall not render any decisions which are contrary to or at variance with the express provisions of this Collective Agreement.

13.10 Meetings

This Board shall meet at the written request of either of its parties upon receipt of four days notice or such longer period as mutually agreed upon; but in the least, the Board shall meet once in each quarter of each calendar year.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

- 14.1** A grievance is a difference arising only from the interpretation, administration, application or alleged violation of this Agreement including any question as to whether the matter is arbitrable.
- 14.2** An employee may lodge a grievance against his employer. The processing of such grievance shall be processed commencing with step one below.
- 14.3** A grievance of an employee, to be considered, must be lodged with his employer within two working days following the incident giving rise to the grievance.

14.4 Step One

An employee having a grievance shall first discuss the matter with his employer or the employer representative in an effort to have the matter resolved. The employer shall give his position on the grievance within two working days.

14.5 Step Two

If a satisfactory settlement is not reached at Step One the grievance shall be reduced to writing and signed by the grievor setting out the nature of the grievance, the Article of this Agreement alleged to have been violated and the remedy sought. The local union with the grievor in attendance shall meet with the employer within three working days of receipt of his answer to Step One in an attempt to settle the difference. The employer shall give an answer within three working days of this meeting.

- 14.6** If a settlement is not reached the matter shall be brought before the Local Joint Conference Board within three working days of receipt by the local union, of the employer's answer referred to in Step Two above, or such other time as is mutually agreed upon.

- 14.7** A grievance arising between an employer, the local trade association or the local union shall be in writing and signed by the grievor, setting forth particulars of the allegation including the Article of this Agreement alleged to have been violated, the nature of the remedy sought by the grievor and forwarded to the party against whom the grievance is made. A meeting shall be convened with all parties to the dispute within three working days of receipt of the grievance.

14.8 If a settlement is not arrived at during this meeting or within such time as the parties mutually agree, the matter shall be forwarded to the Local Joint Conference Board.

14.9 The Local Joint Conference Board shall convene within five working days of receipt of a grievance. In matters touching upon the interpretation of this Agreement the Board shall forward the grievance along with their recommendations to the Provincial Joint Conference Board. On all other matters the Local Board shall endeavour to arrive at a settlement. If no settlement can be reached the matter may be referred to arbitration.

14.10 Any grievance involving the interpretation of this Agreement shall be dealt with only by the Provincial Joint Conference Board, such Board shall convene within five working days of receiving the grievance and shall render a decision. If no settlement can be reached, the matter may be referred to arbitration.

14.11 Arbitration

Any grievance not settled at either the Local Joint Conference or the Provincial Joint Conference Board in accordance with the procedure set out above, may within five working days from the date of the decision of such Board, be referred to final and binding arbitration in accordance with the Labour Relations Act.

ARTICLE 15 - JURISDICTIONAL DISPUTES

15.1 Jurisdictional disputes involving any of the Parties to this Agreement shall not result in a work stoppage or interference with the progress of the work. Every effort shall be made to settle the matter to the satisfaction of all parties concerned. Failing satisfactory settlement, jurisdictional disputes shall be referred to the Ontario Labour Relations Board for a final and binding decision.

ARTICLE 16 - APPRENTICESHIP AND TRAINING COMMITTEE JOINT LOCAL

Refer to Clause 2 of Local Appendices

16.1 A Local Joint Apprenticeship and Training Committee shall be made up of at least two representatives from the local trade association and at least two from the local union within their geographic area.

16.2 This Committee shall be responsible in its geographic area for:

- (a) implementing and administering local apprenticeship and local training courses.
- (b) assisting and cooperating with the administration of the apprenticeship training program to the end that the sheet metal industry will benefit through the training and development of reliable and skilled craftsmen.
- (c) hearing allegations against or from apprentices regarding non-compliance with the training program and the response to such allegations, and exercising such disciplinary measures as they find appropriate and fair.

16.3 The Local Joint Apprenticeship and Training Committee shall meet as often as the local trade association and the local union consider appropriate for their geographic area.

16.4 Decision of the Committee shall be by majority vote provided that the members present for each side may cast a vote for any of their representatives who may be absent. Thereby the total of votes cast on any issue will be equal to the total of members on the committee.

16.5 In the event of a tie vote by the Committee the matter shall be referred to the Provincial Joint Apprenticeship and Training Council.

ARTICLE 17 - APPRENTICESHIP AND TRAINING COUNCIL JOINT PROVINCIAL

17.1 A Provincial Joint Apprenticeship and Training Council shall be established at the earliest possible moment following the execution of this Agreement.

17.2 This Council shall be made up of five representatives appointed by the Ontario Sheet Metal Contractors Association and five by the Ontario Sheet Metal Workers' Conference and shall meet as often as they deem necessary to fulfill their obligations and meet the objectives set out herein.

17.3 This Council shall be responsible for the formulation and complete preparation of an efficient and effective sheet metal apprenticeship program and a sheeting and decking training program which will

incorporate and go beyond any standards set out by Ontario Legislation dealing with the development and training in the sheet metal industry.

- 17.4 The program shall be designed to meet the increasing skills required in the expanding sheet metal industry in order that full advantage may be taken of technological advances in material, methods and equipment.
- 17.5 The primary objective of the Council shall be the training and development of craftsmen skilled in all facets of the sheet metal industry.
- 17.6 The Council shall be responsible for the operation of the program throughout the Province.
- 17.7 The Council shall develop and cause to be established such courses for apprentices and trainees with all levels of experience.
- 17.8 The Council shall oversee the implementing of the program it sets forth to ensure that the full content, intent and purpose of the program is fulfilled.
- 17.9 The Council shall hear matters referred to it by the Local Joint Apprenticeship and Training Committee throughout the Province and decide on any matters not resolved at that level.
- 17.10 Decisions of the Council shall be made by a majority vote provided that the total individual members present and representing both management and union respectively shall be entitled to cast five votes, each individual member of the Council being entitled to cast an equal portion of the five votes allocated to his side.
- 17.11 Matters resulting in a tie vote and appeals of decisions of the Council shall be referred to the Provincial Joint Conference Board

ARTICLE 18 - APPRENTICES

Refer to Clause 3 of Local Appendices

- 18.1 Apprentices and their apprenticeship are governed by the Trades Qualification and Apprenticeship Act, as outlined in the Regulations pertaining to Sheet Metal Workers. The Parties hereto agree to fully support and implement the provisions and intent of this Act.

18.2 All apprentices shall attend regularly any and all courses as they may be established by the Provincial Joint Apprenticeship and Training Council and/or by the Local Joint Apprenticeship and Training Committee as a part of the apprenticeship training program.

18.3 Any apprentice who fails to register for, and regularly attend, any courses required by the paragraph 18.2 above shall appear before the Local Joint Apprenticeship Committee to give reasons why he should not be disciplined as set out in paragraph 18.4 below.

18.4 In the absence of a reasonable and acceptable explanation given by the apprentice to the Local Joint Apprenticeship Committee pursuant to the provisions of Article 18.3 above, the Local Joint Apprenticeship Committee shall cause the apprentice to be suspended from work by:

1. Advising the employer of the apprentice to suspend from work and the employer shall, when advised by the Local Joint Apprenticeship Committee to do so, suspend the apprentice as directed by the Local Joint Apprenticeship Committee as follows:

(a) On the first absence, one (1) full day without pay and benefits

(b) On the second absence, two (2) full days without pay and benefits

(c) On the third absence, for three (3) full days or more and a recommendation to the appropriate authority that his apprenticeship be cancelled.

and

2. Advising the local union of the suspension of the apprentice from work as described above and when so advised the local union shall not refer the apprentice to any employer while the apprentice is suspended.

18.5 The ratio of apprentices to journeymen shall be 1 to 3 after the first one. (To be phased in within 12 months of ratification). Lay-off of apprentices shall be according to length of service with the employer (last hired being the first laid-off and so on). In situations where two apprentices have the same length of service, subject to the performance of the apprentice, an employer must lay-off apprentices in a sequence

from lowest year to highest year, that is first year before second year, third year, fourth year and fifth year.

- 18.6** An apprentice who completes the hourly contract requirement and becomes qualified as a journeyman sheet metal worker will be paid as a journeyman effective the date of the Provincial qualifying examination. Payment at the journeyman hourly rate and such back payment as may be applicable will commence and be paid at the first pay day after the employer is informed that the apprentice has successfully passed the qualifying examination.

18.7 Lay- Off

On lay-off the employer agrees to provide a certification of number of hours worked to the apprentice and to send a copy of such a certification to the appropriate officer of the Ontario Ministry of Training, Colleges & Universities and to the appropriate local union.

18.8 Joint Subcommittee

A Joint Subcommittee shall be appointed to study Apprenticeship structure Province- wide immediately upon ratification of this Agreement.

- 18.9** The Employer agrees to notify the local union when the apprentice completes the hourly contract requirements and is upgraded from 1st to 2nd, 2nd to 3rd, etc.

ARTICLE 19 - CERTIFICATES AND LICENSES

19.1 Certificate of Qualification

Where applicable and when required, journeymen sheet metal workers shall hold Ontario Ministry of Training, Colleges & Universities Certificate of Qualification and all applicable Municipal Licenses.

19.2 Welding Tests

When required or necessary with respect to certain work within the trade jurisdiction of the Sheet Metal Workers' International Association, welders shall have all applicable certificates provided that:

- the test shall be arranged by the employer,
- present employees will be tested as required at the employer's expense,
- new employees required to take the test shall not be paid for the time spent taking the test.

ARTICLE 20 - TOOLS

20.1 All journeymen sheet metal workers and apprentices shall provide themselves with a lockable tool box and the full complement of tools as set out below. This does not include probationary apprentices.

	Term of					Journeyman
	Apprenticeship					
	1	2	3	4	5	
1 - scratch awl	0	0	0	0	0	0
1 - tinner's hammer (16 ounces)	0	0	0	0	0	0
1 - pair bull snips	0	0	0	0	0	0
1 - small, medium & large screw drivers (slotted & Robertson)	0	0	0	0	0	0
1 - rule 10'	0	0	0	0	0	0
1 - scribe	0	0	0	0	0	0
1 - tool box (lockable)	0	0	0	0	0	0
1 - pair pliers	0	0	0	0	0	0
1 - hacksaw frame		0	0	0	0	0
1 - pair vice grips		0	0	0	0	0
1 - right and left hand aircraft snips		0	0	0	0	0
1 - pair tongs folding		0	0	0	0	0
1 - plumb bob and line		0	0	0	0	0
1 - chalk line		0	0	0	0	0
1 - crescent or adjustable wrench 10"		0	0	0	0	0
1 - ball peen hammer		0	0	0	0	0
1 - 12" spirit level		0	0	0	0	0
1 - 6" divider			0	0	0	0
1 - 12" divider			0	0	0	0
1 - centre punch			0	0	0	0
1 - set of trammel points			0	0	0	0
1 - cold chisel 12"			0	0	0	0
1 - set of Allen wrenches				0	0	0

- 20.2** Journeymen sheet metal workers and apprentices who report for work and are not in possession of a full set of tools as set out above shall not be eligible for employment and the employer shall have the right to refuse employment or to continue to employ such journeymen or apprentices. In such instances the employer shall not be required to pay show-up time pay as established under the relative Appendix to this Agreement.
- 20.3** The Employer shall provide locked receptacles for the storing of employees tool boxes.
- 20.4** Employees shall return the employer's tools and equipment to the tool crib, job boxes or stores at the end of each shift and on lay-off.
- 20.5** The replacement of any tools listed in this Article due to metric conversion shall be the responsibility of the employee.
- 20.6** The Union shall establish an insurance fund to reimburse employees for their loss of tools from the shop or jobsite of any employer covered by this agreement as a result of fire, theft, break-in or forcible entry or for loss during transportation while in the care and control of the employer or his agent.
- 20.7** The Association shall contribute to the Union \$18,000 annually towards the cost of implementing and administering the insurance fund upon receiving proof that the fund has been established pursuant to the following seven guidelines:
- (a)** All claims made against the Fund shall be submitted on an authorized Ontario Sheet Metal Workers' Conference Tool Claim Form, a copy of which shall be provided to the Association.
 - (b)** All claims made by sheet metal workers shall be in respect of tools listed in Article 20.1 of this Agreement. All claims made by sheeters shall be in respect of tools listed in Appendix A - Clause 21.1 of this Agreement.
 - (c)** The Local Union shall review all claims to verify that (b) above has been complied with.
 - (d)** All claims shall be supported by proof of purchase of the tools for which reimbursement is being claimed.

- (e) All claims shall indicate the security or police department which investigated the loss in question.
- (f) All claims shall be approved and signed by the Business Manager of the Local Union before being processed.
- (g) All claims shall be subject to a deductible of 10% to a maximum of \$50.00 or to such other amount as shall be determined by the Conference Executive Board. One claim per year from the date of each individual claim.

20.8 The Union shall have full responsibility for the establishment and administration of the Insurance Fund, as well as for the handling and processing of all claims against it. Neither the Association nor the employer of the claimant shall have any liability or responsibility in respect of these matters other than as set out in 20.7 above.

ARTICLE 21 - HIRING PROCEDURE

Refer to Clause 7 of Local Appendices

21.1 The Union hereby agrees to furnish at all times to the employer, duly qualified sheet metal worker members and registered sheet metal worker apprentice members as the work requires, in such numbers as the employer shall determine to be necessary to properly execute the work he has contracted for, in the manner and under the conditions specified in this Agreement.

21.2 Senior Journeymen

Each employer who employs more than six (6) journeymen shall employ senior journeymen at the following ratio:

Minimum of one (1) senior journeyman in every seven (7) journeymen employed.

(eg.) 7 journeymen includes 1 senior journeyman
14 journeymen includes 2 senior journeymen

The definition of a senior journeyman is a journeyman and other members recognized by the Union who has reached the age of 55 years.

On lay-off the employer shall retain senior journeymen in the same ratio as above.

- 21.3** Whenever after reasonable notice, (48 hours) excluding Saturdays, Sundays, and Holidays, the local union is unable to furnish a sufficient number of such duly qualified members and registered apprentices recognized by the Union, to meet the requirements of the employer, then the employer may secure such additional sheet metal workers from other sources as may be necessary, it being understood that they shall be eligible and shall comply with the requirements of the Union and thus become covered by the terms of this Agreement.
- 21.4** The Union agrees that where members of a local union other than the local having territorial jurisdiction for the area and who are hired in the area in which the work is being performed, are working on a project that does not require more than five working days to complete, such sheet metal workers shall be allowed to finish the job without interruption from the local union. However, if such sheet metal workers are on a job which will exceed five working days to finish they may be replaced by members of the local union having territorial jurisdiction where the work is being performed, at the earliest possible convenience.
- 21.5** As permitted under Section 8, s. 163.5(7) of the *Labour Relations Act*, S.O. 1995, c.1 as amended by Bill 69, the Ontario Sheet Metal Workers' and Roofers' Conference, Sheet Metal Workers' International Association and the Ontario Sheet Metal Contractors Association agree that an employer bound to the collective agreement may not make the election under s. 163.5(1) of the *Labour Relations Act*, S.O. 1995, c.1 as amended by Bill 69. Notwithstanding Articles 21.1 to 21.4 inclusive, any three (3) members, one of whom may be a registered apprentice sent by an employer to work on a project in the territorial jurisdiction of another local union shall be permitted to work without interference from any local union, for such period as the employer may require them to do so providing they comply with the terms and provisions of the local union to whose area they are reporting. The apprentice shall not be the first member sent and the third member may only be sent after the hiring of four (4) local union members. Subsequently, the employer may send one additional worker for every four (4) local union members hired, to a maximum of six (6). No employer shall subcontract work within its contract so as to increase the number of qualified members working on a project in the territorial jurisdiction of another Local Union.

21.6 When an employee first reports to work with an employer, he shall give to the employer or his representative, the following documents:

- Social Insurance Number
- Journeymen must show proof of Ontario Certificate when required
- Apprentices shall prove certification of status and completed hours
- Referral slip
- Union Check-off (Dues Deductions)
- Authorization Form (where applicable)

21.7 The Union agrees to supply journeymen sheet metal workers and/or apprentices only to employers who are covered by this Agreement.

ARTICLE 22 - DISCHARGE, QUIT AND LAY-OFF

22.1 Discharge or Quit

When an employee is discharged for just cause or quits his employ of his own accord, he shall have his wages and all other monies owing him, together with his record of employment mailed to him within 5 days from notification. When not paid in accordance with the foregoing, employees shall be paid two hours wages for each working day they have to await payment. Saturdays, Sundays and holidays are not counted in the five day period.

22.2 Lay-off

With the exception of Article 21.5; should it be necessary to reduce the work forces on the job or shop, the employer shall lay-off or terminate his employees in the following sequence:

1. Members of other local unions (excluding those noted in Article 21.5)
2. Applicants for local union membership
3. Local union members

22.3 Providing he is capable of doing the work available on a job, the steward will not be laid off until the number of journeymen has been reduced to three (3) (excluding the foreman). The local union office will be notified when a steward is laid off or transferred to another job.

ARTICLE 23 - HOLIDAYS

23.1 The following days shall be observed as holidays:

New Years Day	Civic Holiday	
Family Day	Labour Day	
Good Friday	Thanksgiving Day	
Victoria Day	Christmas Day	
	Canada Day	Boxing Day

Any additional new statutory holidays if and when proclaimed by legislation.

23.2 If any of these holidays should fall on a Saturday or Sunday the following Monday shall be the day observed as the holiday.

23.3 No employee shall be allowed to work on Labour Day, except in the case of emergency.

ARTICLE 24 - HOURS OF WORK - GENERAL

Refer to Clause 10 and Clause 15 of Local Appendices

24.1 Starting and Quitting Times

Notwithstanding anything else to the contrary contained in the Appendices, there shall be provisions made for flexible starting and quitting times between 7:00 a.m. and 5:00 p.m. in all Areas subject to mutual consent of the Local Union and the employer.

24.2 Irregular Hours

When work can only be performed outside of regular working hours and is not shift work or overtime, such work shall be paid for at the rates set out in the Wage Schedules. Irregular hours shall only apply to one day in any given week, otherwise all hours worked outside the regular working hours that week shall be considered shift work hours and paid the appropriate shift premium.

For apprentice and other Sheeting and Decking classifications, premium shall be calculated in the same percentage as hourly rates in the relevant Area.

ARTICLE 25 - OVERTIME

Refer to Clause 13 of Local Appendices

- 25.1** All hours worked on a Saturday, Sunday or Holiday shall be paid for at two times the hourly rate.
- 25.2** Overtime on shift work shall be paid at the applicable shift hourly rate including premium. All shift work performed between 8:00 a.m. Saturday and midnight Sunday and/or between 12:01 a.m. and midnight of a Holiday shall be paid for at two times the hourly rate including the applicable premium.
- 25.3** Overtime on irregular hours shall be paid at the applicable hourly rate plus the irregular hours premium for all hours worked in excess of the number of hours provided for the regular working day in the relevant Appendix.
- 25.4** Employers contributions for overtime shall be paid on hours worked.

All other language and conditions as set out in Clause 13 of Local Appendices.

ARTICLE 26 - SHOW-UP TIME

Refer to Clause 14 of Local Appendices

- 26.1** Show-up time - 3 hours

If reporting time occurs during Saturdays, Sundays, Holidays or overtime hours, then the overtime rates shall apply.

All other language and conditions as set out in Clause 14 of Appendices.

ARTICLE 27 - WAGES - GENERAL

Refer to Clause 15 of Local Appendices

The parties agree that as of January 1, 1990, there are no female dominated job classes within the bargaining unit and, therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity

Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

27.1 Hourly Rate, Vacation Pay, Employer's Contributions

The minimum hourly rate, vacation pay, and employer's contributions for duly qualified members and registered apprentices covered by the terms of this Agreement when employed by the employer in the shop or on the job, within the geographic scope of the various Appendices, to perform any work specified and/or included in the jurisdictional claims of the Sheet Metal Workers' International Association and/or the jurisdictional awards of the Impartial Jurisdictional Disputes Board for the Construction Industry shall be as set out in the applicable Wage Schedules.

27.2 Method of Payment

Wages at the established rates shall be paid by cash before quitting time on Friday, or if by cheque, before quitting time on Thursday each week. If Friday is a holiday, payment in cash will be on Thursday and if by cheque, on Wednesday; the employer will arrange facilities for the cashing of cheques with an area bank.

27.3 Each employee shall be given a detailed record of his earnings showing:

- Name of Employer
- Name of employee
- Total hours worked
- Rate of pay
- Gross wages
- Allowances
- Contributions
- Deductions
- Net wages
- Dates of pay period

27.4 Employers may withhold one week's wages due to enable them to prepare the payroll.

27.5 W.S.I.B. - Bill 162

Upon written request of a Local Union or the Multi-Employer Benefit Plan, the Ontario Sheet Metal Workers' Conference and the Ontario Sheet

Metal Contractors Association agree to meet within thirty (30) days with respect to the \$0.03 Bill 162 hourly contributions required in the Wage Schedules.

Where it can be demonstrated that the \$0.03 Bill 162 hourly contribution has not, is not or will not be sufficient for the Multi-Employer Benefit Plan to meet its obligations under Section 25 of the Workplace Safety and Insurance Act, employers required to make the Bill 162 contributions shall increase those contributions to an amount sufficient to cover any existing current or future shortfall.

Any increase to the \$0.03 hourly contribution will be reviewed upon the expiry of the Collective Agreement.

ARTICLE 28 - WAGES HIGHER RATE APPLICABLE

28.1 Wages within Home Area

Should work on material for erection and/or installation within the territorial jurisdiction of any local union covered by this Collective Agreement be manufactured, fabricated and/or assembled by employees of an employer covered by a Collective Agreement of another local union of the Sheet Metal Workers' International Association, whose gross wage (i.e. hourly rate, welfare and/or pension fund contributions and vacation pay percentage, etc.) is lower than the gross wage of the local union in whose territorial jurisdiction the material will be erected and/or installed, then the higher gross wage of the job site local union will apply and shall be paid by the employer to the employees engaged in the manufacturing, fabrication and/or assembling.

28.2 Wages outside Home Area

Employees sent by an employer to perform work outside their local union geographic area shall work under the terms and conditions of the Appendix applicable to the area in which they are working, except that:

- (a) They shall receive the higher of the two total package rates, etc. and
- (b) The welfare, pension and other contributions and deductions shall be as for his home area and shall be forwarded by the employer in

the same manner and amount as though the employee was working in his home area.

- (c) After deducting the remittances paid to the home local from the higher of the two total package rates, any difference shall be paid to the employee in hourly rate and vacation pay.

ARTICLE 29 - TRADE JURISDICTION

This Article does not apply to Appendix "A", Sheeting and Decking.

Refer to Clause 19, Local Appendices for additional provisions.

This Agreement covers the rates of pay, rules and working conditions of all employees of the employer engaged in but not limited to:

- (a) the manufacture, lay out, fabrication, assembling, handling, erection, installation, dismantling, conditioning adjustment, alteration, repair and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof;
- (b) all pollution control systems, dust collecting and control systems, vacuum systems, grain spouting, material blowing, any and all types of product moving systems air or otherwise and including recovery systems;
- (c) all heating, ventilating and air conditioning systems and all other forms of air handling systems regardless of material used, all humidifiers, dehumidifiers (dryers), all associated ducting for a complete air handling system regardless of gauge, all hoods, cabinets, including the setting of all equipment and all reinforcements and hangers in connection therewith;
- (d) all lagging over insulation and all duct lining regardless of gauge or material used, all internal insulation thermal, acoustical regardless of material used, the fabrication and installation of sound attenuators and silencers;
- (e) testing and balancing of all air handling equipment and duct work;
- (f) all metal working aspects of the showcase, display neon and metal sign industry;

- (g) all metal cabinets, custom built tables, counters, fixtures, etc. normally associated with hospital and kitchen equipment work and all sheet metal work associated with the food and beverage industry, environmental control rooms, clean rooms, including walk- in coolers erected on site;
- (h) all sheet metal cladding, sheeting, enamel panels, fascia, soffits and decking regardless of the type of structural frame involved, including but not limited to insulation, drywall, z- bar, girts, vapour barriers;
- (i) the placing and installation of standard metal, production items such as metal shelving, metal lockers, window frames, toilet partitions and all metal ceiling systems, etc.;
- (j) any and all sheet metal work in connection with laundry chutes and garbage chutes which are a permanent part of the building;
- (k) the erection of ventilators, ovens and spray booths;
- (l) all rigging, lifting and placing of all sheet metal trade materials and equipment on the jobsite (subject to trade practice);
- (m) all metal roofing including but not limited to sheet metal gutters, flashings, copings, vents, etc. or materials used in lieu thereof and all grouting associated with the roofing industry;
- (n) the installation of computer floors;
- (o) the installation of all sheet metal enclosures (electrical, hot water, steam, warm air), radiator covers, convector covers and all continuous grilles and all support brackets, carrier brackets used in association therein;
- (p) installation of all draft curtains, fire stops;
- (q) fabrication and installation of catch pans and guards, covers for conveyor systems regardless of type, edge dryers, lubrication box coolers associated with pulp, paper, gypsum and cement plants;
- (r) all tools powered or otherwise, used on all projects and shops for work under the jurisdiction of a local union covered by this Agreement shall be operated only by bona fide members of the Sheet Metal Workers' Union;
- (s) the installation of miscellaneous/supplementary steel shall mean any fabrication of steel shapes made from, (bar, rod, angle, channel, box-

channel, I or H beams or other) regardless of weight of material or size of shapes used; whose specific purpose is that of sole support, by hanging, bracing, restraining or otherwise necessary means for the proper installation of any material or equipment which falls within the jurisdictional assignment of the Trade of Sheet Metal. It may also include certain imbedded parts which by necessity are integral parts of the air handling system. Fabrication and installation shall include all necessary cutting, fitting and welding as well as all handling for installation, either with or without power equipment;

And all other work included in the jurisdictional claims of the Sheet Metal Workers' International Association;

Only certified journeymen and registered apprentices and other qualified sheet metal workers recognized by the local union shall be employed on any of the said work by the Employer;

Should a conflict arise over the assignment the matter shall be dealt with in accordance with Article 15 of this Agreement and all parties shall be bound by the decision of such Board.

ARTICLE 30 - LOST TIME DUE TO INJURY

30.1 If an employee is injured and requires medical attention and returns to work or if in the opinion of the doctor the employee is unable to return to work, he shall receive his regular wages for the full day. If, in the opinion of the employer or his representative, another employee is required to leave his work to assist the injured employee in getting medical attention, regular wages for time loss incurred in this way shall be paid.

30.2 The employer, the local trade association and the local union shall be notified immediately of any accident to an employee where loss of time is involved.

The Employer shall send to the local union a copy of the accident report which is sent by the Employer to the Worker's Compensation Board.

30.3 If transportation expenses are incurred in going for medical attention they shall be paid by the employer if the Workers' Compensation Commission does not cover the said expenses.

ARTICLE 31 - VACATION AND HOLIDAY PAY - GENERAL

Refer to Clause 16 of Local Appendices

- 31.1** Payment for vacation and holidays shall be at ten percent (10%) of the gross earnings as set out in the Wage Schedules, 4% of which shall be identified as vacation pay and 6% shall be identified as pay for Holidays as set out in Article 23. It shall be paid weekly.
- 31.2** For the purpose of computing the amount of vacation pay and holiday pay, it is agreed that gross earnings are earnings prior to the addition of these percentages.

ARTICLE 32 - JOB SITE FACILITIES

- 32.1** When clean and properly maintained sanitary facilities are not available at the site, the employer agrees to provide the following sanitary facilities:
- 32.2** The employer agrees to provide properly heated and lighted eating, drinking, clothing and wash-up facilities for workmen from the start of any project where there are five or more employees of the employer. These facilities provided or constructed must give protection from the weather and are to be maintained in a clean and sanitary condition with proper tables and benches.
- 32.3** Chemical toilets are to be provided when seven or more employees of the employer are employed on a project for their exclusive use. The employer shall endeavour to supply flush toilets where possible and municipal sanitary conditions shall be maintained as described in the Ontario Occupational Health and Safety Act, 1978.

ARTICLE 33 - TRUST FUNDS - GENERAL

Notwithstanding Clause 18 of all Appendices the following provisions shall apply:

- 33.1** Each Employer shall contribute monthly, for each of its Employees covered by this Agreement, the amounts payable to the Trust Funds listed in the applicable Appendix and Wage Schedules, as directed by the Local Union, for each hour worked or part thereof.

33.2 Time and Method of Payment of Employer Contributions

Contributions shall be paid in a lump sum and be accompanied by completed Remittance Reports, obtained from the Local Union, showing the name, Social Insurance Number, the number of hours worked, the fund to which each part of the payment is to be allocated and the amounts remitted, with respect to each Employee for the relevant monthly reporting period.

33.3 The Contributions Cheque and Remittance Reports shall be remitted by the Employer so that they are received by the Administrator by no later than the due date shown in the Appendix following the month in which the contributions were earned.

33.4 In the event that any of the Funds are discontinued for any reason whatsoever, the hourly contributions herein agreed will then become part of the hourly wages of the Employee on whose behalf they have been formerly contributed (with the exception of the P.T.T.F. and the Industry Fund).

33.5 Provincial Training Trust Fund

a) Each Employer shall pay the amount set out in the applicable Wage Schedules for each hour worked or part thereof by each Employee covered by this Agreement and remit said amount by the 20th day of the following month for which the contributions are being made directly to the Administrator of the Provincial Sheet Metal Workers' Training Trust Fund in accordance with the instructions of the Administrator of the Provincial Sheet Metal Workers' Training Trust Fund.

b) It is understood that the amount of the Employee's contribution to the Provincial Sheet Metal Workers' Training Trust Fund set out in the applicable Wage Schedules has already been deducted from the hourly rate. For each hour worked or part thereof by each Employee covered by this Agreement, the Employer shall remit said amount by the 20th day of the following month for which the contributions are being made directly to the Administrator of the Provincial Sheet Metal Workers' Training Trust Fund in accordance with the instructions of the Administrator of the Provincial Sheet Metal Workers' Training Trust Fund.

c) The above-cited Employee and Employer contributions shall be forwarded in one cheque made payable to the Provincial Sheet Metal Workers' Training Trust Fund, as set out in the applicable Wage Schedules.

d) The Provincial Sheet Metal Workers' Training Trust Fund shall be used only for the purposes of funding the Provincial Sheet Metal Workers' Training Centre as set out in the Provincial Sheet Metal Workers' Training Trust Agreement.

e) In the event that the Provincial Sheet Metal Workers' Training Trust Fund is discontinued, the monies which would be contributed on behalf of the Employees shall revert to the hourly rate and the Employer shall not be required to make any contributions. All references to the Provincial Sheet Metal Workers' Training Trust Fund in the Wage Schedules shall be deleted.

33.6 Notice of Changes

Thirty days notice in writing shall be given to the Association and the Union for any changes of the appropriate funds. The Bargaining Agents agree that alterations to the various contributions, eg. welfare, pension, industry funds can only occur twice each calendar year with the changes becoming effective May 1st and December 1st respectively, with the exception of the bargaining year which will have a six month grace period.

33.7 Apprenticeship Funds

The Employer agrees that the Local Apprenticeship Committees have the right to increase or decrease the amount of local contributions to the established Apprenticeship Funds for the purpose of local training subject to the provisions of Article 33.6.

33.8 Failure to Remit to Funds

Failure to remit to the Funds as required shall be deemed to be a breach of this Agreement by the delinquent Employer and shall result in penalties to be paid by the delinquent Employer as follows:

One week late	5%
Two week's late	10%
Three week's late	15%
Four week's late	20%

33.9 Withdrawal of members from employment of delinquent Employers under this Article shall not be considered a violation of this Agreement. The Union shall not be required to supply persons for Employers who are delinquent. The Employer, the Local Association and/or the Association

will not make an application to the Ontario Labour Relations Board for a cease and desist order.

ARTICLE 34 - TRUST FUND - ONTARIO SHEET METAL CONTRACTORS ASSOCIATION

- 34.1** Each employer covered by this Collective Agreement shall pay an assessment to the Ontario Sheet Metal Contractors Association, the amount of which shall be determined by the Board of Directors of the Association.
- 34.2** Payments shall be made through the local employer trade association having jurisdiction in the area where the work is being performed, whether or not the employer making such payment is a member of that association.
- 34.3** The local employer trade association receiving payment of such assessments shall forward them to the Ontario Sheet Metal Contractors Association. The administrator shall provide to the Ontario Sheet Metal Contractors Association copies of all Employer Remittance Forms.
- 34.4** Each employer is covered by this Agreement and working in an area where no local employer trade association has jurisdiction shall pay the assessment direct to the Association.

ARTICLE 35 - TRUST FUND - ONTARIO SHEET METAL WORKERS' CONFERENCE DUES PROMOTION TRUST FUND

- 35.1** Each employer shall deduct from each employee the amount set out in the Wage Schedules for each hour worked or part thereof and remit said amount to the administrator of the local union's Trust Funds in the same manner outlined in the Clause governing Trust Funds in the relevant Appendix.
- 35.2** These monies will be transmitted by the administrator(s) of the various local Trust Funds to the administrator of the Sheet Metal Workers' Conference along with a record of on whose behalf the monies have been contributed. The administrator shall provide to the Ontario Sheet Metal Workers' Conference copies of all Employer Remittance Forms.

- 35.3** Without limiting the generality of the term "Promotion" and without limiting the terms of the said Trust Agreement the purpose and intent of this trust shall be to make any and all expenditures necessary to promote the Ontario Sheet Metal Workers' Conference. All monies deducted and received in accordance with this Article are the property of the Ontario Sheet Metal Workers' Conference and shall be used by the Conference in its absolute discretion as directed by representatives of Locals 30, 47, 235, 269, 397, 473, 504, 537, 539 and 562.
- 35.4** Delinquencies shall be dealt with in the manner and with the penalties applicable to delinquencies as to any of the other Trust Funds of the relevant Local Union.
- 35.5** Employers will provide the applicable local unions with a list of all employees for whom they have made contributions to the Conference Dues Promotion Fund. The list will be mailed to the local union office by January 21st each year and will show the employees name and total amount contributed on his behalf in the previous year, January 1 - December 31. Those areas which have in place a procedure, other than that outlined in Article 35.5, which ensures the employee having the necessary documentation to claim these dues on his personal tax return may continue with that procedure. Please refer to Local Association.

ARTICLE 36 - SAFETY

36.1 Protective Equipment

All employees shall provide themselves with and maintain in good repair, a safety helmet and safety footwear. On normal contract job sites or in shops they shall provide themselves with suitable clothing as required by the Occupational Health and Safety Act.

The employer shall provide all specialized equipment, e.g. safety glasses, glare shields, welders' gloves, welding shields, painters' masks or other specialized clothing necessary for the safe operation of an employee's normal employment.

36.2 Work Apparatus

The employer shall provide the necessary scaffolding stages, ladders, hoists, lifting tackle, safety harness, etc. in all conditions satisfactory to the requirements of the Occupational Health and Safety Act.

ARTICLE 37 - DURATION

- 37.1** This agreement shall be effective from May 1, 2010 through April 30, 2013 and shall continue in effect from year to year thereafter unless in any year within 90 days of the expiry date, either Party shall advise the other in writing of its desire to amend this Agreement.
- 37.2** The Parties shall meet within 15 days of the giving of such notice or within such period as they mutually agree upon and shall commence to bargain in an effort to make a new collective agreement; in which case this Agreement shall continue in effect until a new agreement is arrived at or the conciliation process under the Ontario Labour Relations Act has been exhausted whichever comes first.

SIGNED ON BEHALF OF THE UNION AND THE ASSOCIATION

Dated this 22nd day of April, 2010

FOR THE ASSOCIATION:

Wayne Peterson
Mike Dietrich
Lorne Hubber
Stanley Broadfoot
Steve Koutsonicolas
Larry McDonald
Joe Brescia
Scott Crawford
Peter Minialoff

FOR THE UNION:

Tim Fenton
Jim Bradshaw
Dave Bradshaw
James Jackson
Randy Cook
Roger Michaud
Chris McLaughlin
Alan J. McQuillan
Mike Mahon
Marcel Lapensee
Steve Cronkright

LETTER OF UNDERSTANDING

RESOLUTION 78

As provided for in the Memorandum of Settlement, dated May 12, 1995, the Ontario Sheet Metal and Air Handling Group and the Ontario Sheet Metal Workers' Conference have agreed to the following Letter of Understanding concerning Resolution 78. This Letter of Understanding forms part of the Collective Agreement between the Ontario Sheet Metal and Air Handling Group and the Sheet Metal Workers' International Association and the Ontario Sheet Metal Workers' Conference, effective from May 1, 1995, until April 30, 1998:

The Business Manager of each Local Union is authorized to use Resolution 78 as per the Constitution and Ritual of the Sheet Metal Workers' International Association.

DATED at Mississauga this 3rd day of August, 1995.

George Ward
Ontario Sheet Metal
Workers' & Roofers'
Conference

Bert Gardner
Ontario Sheet Metal &
Air Handling Group

PROVINCIAL COLLECTIVE AGREEMENT 2010 - 2013
SCHEDULE OF MONETARY CONDITIONS

APPENDIX "A"

WINDSOR AREA
LOCAL UNION 235

WAGE RATES**July 4, 2010**

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.18	31.46	27.72	14.92
Vac. Pay	10%	10%	10%	10%
H & W *	3.80	3.80	3.80	3.80
Pension	6.20	5.90	5.51	3.45
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	0.80	0.74	0.67	0.40
Total Package	48.52	45.17	40.59	24.18
Ind. Fund	0.31	0.31	0.31	0.31
Prov. Training	0.12	0.12	0.12	0.12
Total	48.95	45.60	41.02	24.61

Note: Stabilization Fund payable on hours earned**Revised 02/10/11****February 28, 2011**

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.18	31.46	27.72	14.92
Vac. Pay	10%	10%	10%	10%
H & W *	3.80	3.80	3.80	3.80
Pension	6.20	5.90	5.51	3.45
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	0.80	0.74	0.67	0.40
Total Package	48.52	45.17	40.59	24.18
Ind. Fund	0.37	0.37	0.37	0.37
Prov. Training	0.12	0.12	0.12	0.12
Total	49.01	45.66	41.08	24.67

Note: Stabilization Fund payable on hours earned

APPENDIX "A"

WINDSOR AREA
LOCAL UNION 235**Revised 02/10/11****May 1, 2011**

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.23	31.50	27.74	14.87
Vac. Pay	10%	10%	10%	10%
H & W *	3.95	3.95	3.95	3.95
Pension	6.50	6.18	5.76	3.60
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	1.50	1.39	1.25	0.75
Total Package	49.72	46.29	41.59	24.78
Ind. Fund	0.37	0.37	0.37	0.37
Prov. Training	0.12	0.12	0.12	0.12
Total	50.21	46.78	42.08	25.27

Note: Stabilization Fund payable on hours earned**Revised 02/10/11****May 1, 2012**

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.64	31.88	28.06	15.05
Vac. Pay	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00
Pension	7.00	6.64	6.18	3.85
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	2.00	1.85	1.67	1.00
Total Package	51.22	47.68	42.84	25.53
Ind. Fund	0.37	0.37	0.37	0.37
Prov. Training	0.12	0.12	0.12	0.12
Total	51.71	48.17	43.33	26.02

Note: Stabilization Fund payable on hours earned

Foreman Premium: \$3.10 per hour

Shift Work Premium: Journeyman: 2nd shift \$4.525 per hour
3rd shift \$9.05 per hour
Other
classifications: at appropriate percentage

Irregular Hours Premium: Journeyman: \$3.00 per hour
Other
classifications: at appropriate percentage

Travel Allowance: \$0.49 per km - May 1, 2010
\$0.50 per km - May 1, 2011
\$0.51 per km - May 1, 2012

Zone Allowance per day: Essex County
Free Zone - 24 kilometres from Windsor City
Limits. Starting from 24 kilometres beyond City Limits
applicable allowance per km.
Kent County \$29.75 per day worked
For details refer to Local Appendix

Board Allowance per day worked: \$86.00 per day worked

Overtime Pay: X2
Work Week: 40 hours
Show-up Time: 3 hours
2 hours inclement weather
Lay-off: 2 hours notice
Union Dues Deduction: Yes

Apprentice Training Fund: Employers to contribute \$0.25 per hour worked by apprentices only.

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.21 (\$0.22 effective December 1, 2010) and **Union Dues Promotion Fund** of \$0.92 (effective December 1, 2009), \$0.97 (effective May 1, 2011), \$0.98 (effective December 1, 2011) and \$0.99 (effective December 1, 2012) are included in the hourly rate. They are to be deducted from employees wages after taxes and remitted together with employer's contributions.
2. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.
3. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.

PROVINCIAL COLLECTIVE AGREEMENT 2010 - 2013
SCHEDULE OF MONETARY CONDITIONS

APPENDIX "A"

CHATHAM AREA
 LOCAL UNION 235

WAGE RATES

July 4, 2010

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.18	26.42	20.63	14.84
Vac. Pay	10%	10%	10%	10%
H & W *	3.80	3.80	3.80	3.80
Pension	6.20	5.48	4.92	3.54
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	0.80	0.64	0.52	0.40
Total Package	48.52	39.10	32.05	24.18
Ind. Fund	0.31	0.31	0.31	0.31
Prov. Training	0.12	0.12	0.12	0.12
Total	48.95	39.53	32.48	24.61

Note: Stabilization Fund payable on hours earned

Revised 02/10/11

February 28, 2011

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.18	26.42	20.63	14.84
Vac. Pay	10%	10%	10%	10%
H & W *	3.80	3.80	3.80	3.80
Pension	6.20	5.48	4.92	3.54
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	0.80	0.64	0.52	0.40
Total Package	48.52	39.10	32.05	24.18
Ind. Fund	0.37	0.37	0.37	0.37
Prov. Training	0.12	0.12	0.12	0.12
Total	49.01	39.59	32.54	24.67

Note: Stabilization Fund payable on hours earned

Revised 02/10/11

May 1, 2011

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.23	26.43	20.60	14.79
Vac. Pay	10%	10%	10%	10%
H & W *	3.95	3.95	3.95	3.95
Pension	6.50	5.72	5.12	3.69
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	1.50	1.20	0.98	0.75
Total Package	49.72	40.06	32.83	24.78
Ind. Fund	0.37	0.37	0.37	0.37
Prov. Training	0.12	0.12	0.12	0.12
Total	50.21	40.55	33.32	25.27

Note: Stabilization Fund payable on hours earned

Revised 02/10/11

May 1, 2012

	Sheeter/Decker	Sheeter/Decker Assistant	Material Handler	Probationary Employee
Hourly Rate	34.64	26.75	20.85	14.97
Vac. Pay	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00
Pension	7.00	6.12	5.45	3.94
Prov. Training	0.12	0.12	0.12	0.12
Stabil. Fund	2.00	1.60	1.31	1.00
Total Package	51.22	41.26	33.81	25.53
Ind. Fund	0.37	0.37	0.37	0.37
Prov. Training	0.12	0.12	0.12	0.12
Total	51.71	41.75	34.30	26.02

Note: Stabilization Fund payable on hours earned

Foreman Premium: \$3.10 per hour

Shift Work Premium: Journeyman: 2nd shift \$4.51 per hour
3rd shift \$9.025 per hour
Other classifications: at appropriate percentage

Irregular Hours Premium: Journeyman: \$3.00 per hour
Other classifications: at appropriate percentage

Travel Allowance: \$0.49 per km - May 1, 2010
\$0.50 per km - May 1, 2011
\$0.51 per km - May 1, 2012

Zone Allowance per day: Kent County

Free Zone: Chatham City Limits
Outside City Limits applicable allowance per km.

Essex County \$29.75 per day worked

For details refer to Local Appendix

Board Allowance per day worked: \$86.00 per day worked

Overtime Pay: X1 ½ first 4 hours beyond regular shift
X2 thereafter
X1 ½ Saturdays first 8 hours
X2 thereafter
X2 Sundays and Holidays

Work Week: 40 hours

Show-up Time: 3 hours
2 hours inclement weather

Lay-off: 2 hours notice

Union Dues Deduction: Yes

Apprentice Training Fund: Employers to contribute \$0.25 per hour worked by apprentices only.

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.21 (\$0.22 effective December 1, 2010) and **Union Dues Promotion Fund** of \$0.92 (effective December 1, 2009), \$0.97 (effective May 1, 2011), \$0.98 (effective December 1, 2011) and \$0.99 (effective December 1, 2012) are included in the hourly rate. They are to be deducted from employees wages after taxes and remitted together with employer's contributions.
2. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.
3. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.

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PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION and ONTARIO SHEET METAL
WORKERS' CONFERENCE

APPENDIX "A" - SHEETING AND DECKING

A- 1

PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

APPENDIX "A" - SHEETING AND DECKING

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PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

APPENDIX "A" - SHEETING AND DECKING

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is: The Province of Ontario.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Not applicable.

CLAUSE 3 - TRAINING AND CLASSIFICATIONS

3.1 Training will be carried out on the job by the employer.

3.2 CLASSIFICATIONS

There shall be four classifications in the Sheeting and Decking segment of the sheet metal industry for all areas of the Province.

3.2.1 PROBATIONARY EMPLOYEE

A workman with no previous experience to the completion of the first 2000 hours of employment, shall be classified a Probationary Employee.

At the conclusion of the probationary period the employee shall become a Material Handler or his employment be terminated.

3.2.2 MATERIAL HANDLER

Material Handlers shall be restricted to the handling of material, on the ground or on a roof.

3.2.3 SHEETER/DECKER ASSISTANT

A workman who has worked as a Probationary Employee and as a Material Handler, who is capable and willing to work from swing stages, scaffolding and from structural framework.

3.2.4 SHEETER/DECKER

A workman who has progressed through the above classifications and who is capable of performing the duties required of him.

3.2.5 Employers shall not employ any member in a classification lower than the classification that the employee was dispatched to the employer by the union. The union will ensure that the employee is dispatched to the employer as per the classification requested by the employer subject to Clause 22.

CLAUSE 4 - STEWARDS

Refer to Clause 4 of relevant Local Appendix.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Clause 5 of relevant Local Appendix.

CLAUSE 6 - SENIOR JOURNEYMEN

Refer to Article 21.2 Body of Agreement.

CLAUSE 7 - HIRING PROCEDURE

7.1 The Union hereby agrees to furnish at all times to the employer, duly qualified sheeter/deckers, sheeter assistants, material handlers, probationary employees and registered apprentices as the work requires, in such numbers as the employer shall determine to be necessary to properly execute the work he has contracted for, in the manner and under the conditions specified in this Agreement.

- 7.2 Whenever after reasonable notice, (48 hours) excluding Saturdays, Sundays and Holidays, the local union is unable to furnish a sufficient number of such duly qualified members, registered apprentices and probationary employees, recognized by the Union to meet the requirements of the employer, then the employer may secure such additional qualified members, registered apprentices or probationary employees from other sources as may be necessary, it being understood that they shall be eligible and shall comply with the requirements of the Union and thus become covered by the terms of this Agreement.
- 7.3 The Union agrees that where members of a local union other than the local having territorial jurisdiction for the area and who are hired in the area in which the work is being performed, are working on a project that does not require more than five working days to complete, such additional qualified members, registered apprentices and probationary employees shall be allowed to finish the job without interruption from the local union. However, if such additional qualified members, registered apprentices and probationary employees are on a job which will exceed five working days to finish they may be replaced by qualified members of the local union having territorial jurisdiction where the work is being performed, at the earliest possible convenience.
- 7.4 As permitted under Section 8, s. 163.5(7) of the *Labour Relations Act*, S.O. 1995, c.1 as amended by Bill 69, the Ontario Sheet Metal Workers' and Roofers' Conference, Sheet Metal Workers' International Association and the Ontario Sheet Metal Contractors Association agree that an employer bound to the collective agreement may not make the election under s. 163.5(1) of the *Labour Relations Act*, S.O. 1995, c.1 as amended by Bill 69. Notwithstanding Articles 7.1 to 7.3 inclusive, any four (4) duly qualified members sent by an employer to work on a project in the territorial jurisdiction of another local union shall be permitted to work without interference from any local union, for such period as the employer may require them to do so providing they comply with the terms and provisions of the local union to whose area they are reporting. The fourth member may only be sent after the hiring of five (5) local union members. No employer shall subcontract work within its contract so as to increase the number of qualified members working on a project in the territorial jurisdiction of another local union.

7.5 When an employee first reports to work with an employer, he shall give to the employer or his representative the following documents:

- Social Insurance Number
- Referral Slip
- Union Check-off (Dues Deductions)
- Authorization form (where applicable)

7.6 New probationary employees shall not be hired if there are qualified material handlers unemployed in the local union.

7.7 The Union agrees to supply qualified members, registered apprentices and/or probationary employees only to employers who are covered by this Agreement.

CLAUSE 8 - LAY-OFF PROCEDURE

8.1 In addition to all of the requirements outlined in Clause 8 of relevant Local Appendix to this Agreement the employer when laying off a probationary employee must forward to the local union office within 2 working days an evaluation form with the following information:

- (1) Employee's name
- (2) Social Insurance Number
- (3) Number of hours employed
- (4) Employer's comments
- (5) Employer's signature

8.2 With the exception of Clause 7.4; should it be necessary to reduce the work forces on the job or shop, the employer shall lay-off or terminate his employees in the following sequence:

1. Members of other local unions (excluding those noted in Clause 7.4)
2. Applicants for local union membership
3. Local union members

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

Refer to Clause 9 of relevant Local Appendix.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement and Clause 10 relevant Local Appendix.

10.1 The regular work week shall consist of not more than the hours agreed for the various areas as follows:

Area	L.U.	Hours
Hamilton, Brantford and Niagara	537	40
Kingston	269	36
London	473	36
Ottawa	47	36
Peterborough	30	36
Sarnia	539	36
Sault St. Marie	504	40
Sudbury	504	36
Thunder Bay	397	40
Toronto, including Barrie	30	37.5
Waterloo- Wellington	562	40
Windsor, including Chatham	235	40

10.2 The regular weekly hours set out in Clause 10.1 above may be changed to a period mutually agreed to by the employer and the local union office where job location and/or circumstances or weather conditions require scheduling of different starting and end of day times. All full-time or part-time labour performed during these hours shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement.

10.3 The regular starting and quitting times shall be as set out in the relevant Local Appendix. However, when employees are not able, due to weather conditions, to work a full day, it is agreed that the daily time limit may be exceeded on any of the remaining working days of the week, providing the weekly limit is not exceeded thereby, but in no case under this provision shall the daily limit be exceeded by more than two hours without the consent of the Union. Pay for such extended hours shall be at the regular hourly rate.

10.4 Toronto and Barrie Areas

Notwithstanding the conditions in Clause 10.3 the daily time limit in the Toronto and Barrie areas may be exceeded on any of the remaining work days of the week including Saturday provided the weekly limit is not exceeded thereby, but in no case shall the daily limit be exceeded by more than two (2) hours without the consent of the Union. Pay for such extended hours shall be at the regular hourly rate.

CLAUSE 11 - WORK BREAKS

Refer to Clause 11 of relevant Local Appendix.

CLAUSE 12 - SHIFT WORK

Refer to Clause 12 of relevant Local Appendix.

12.1 Shift work premium for Sheeting and Decking classifications shall be calculated in the same percentage as the hourly rates in the relevant local area.

CLAUSE 13 - OVERTIME

Refer to Article 25 Body of Agreement and Clause 13 relevant Local Appendix.

CLAUSE 14 - SHOW-UP TIME

14.1 Employees directed by the employer, or by the local union at the request of the employer, to report for work and are not placed at work shall be paid for three hours at that employee's established hourly rate plus any applicable payments including travelling and/or board allowance.

14.2 Employees directed by the employer or by the local union at the request of the employer, to report for work and if the reason for not being placed at work is inclement weather, the employee shall receive pay for two hours at his hourly rate plus any applicable payments including travelling and/or board allowance.

14.3 If reporting time occurs during Saturdays, Sundays, Holidays or overtime hours, then the overtime hourly rates shall apply.

14.4 When show-up time is paid, the employees may be required to remain at the job site to do whatever work may be available for the period paid.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement.

15.1 Wage Schedules for the various classifications and the various geographic areas covered by this Agreement are attached to this and form a part hereof.

15.2 The Sheeter/Decker Assistants, Material Handlers and Probationary Employees will have their total package remuneration determined by adding to their total package remuneration in effect at the expiry of the previous Agreement a percentage of the amount of increase in the total package for the Sheeter/Decker.

The applicable percentages for the various classifications and geographic areas shall be:

APPENDIX	SHEETER/ DECKER ASSISTANT	MATERIAL HANDLER	PROBATIONARY EMPLOYEE
"B" HAMILTON) BRANTFORD) NIAGARA)	93.66%	84.13%	50%
"C" KINGSTON	80%	65%	50%

APPENDIX	SHEETER/ DECKER ASSISTANT	MATERIAL HANDLER	PROBATIONARY EMPLOYEE
"D" LONDON	80%	76.27%	50%
"E" OTTAWA	80%	65%	50%
"F" PETERBOROUGH	88.52%	79.93%	50%
"G" SARNIA	80%	65%	50%
"H" SAULT STE. MARIE	87.77%	73.62%	50%
"I" SUDBURY	87.84%	73.54%	50%
"J" THUNDER BAY	91.62%	74.80%	50%
"K" TORONTO	88.52%	79.93%	50%
BARRIE	88.52%	79.93%	50%
"L" WATERLOO WELLINGTON	80.82%	76.065%	50%
"M" WINDSOR	92.92%	83.12%	50%
CHATHAM	80%	65%	50%

15.3 It is understood that the qualified Sheeter/Deckers shall receive 100% of the journeyman Sheet Metal total package.

It is also understood that in addition to the hourly rate the Sheeter/Decker Assistants and Material Handlers shall receive the full established benefits.

15.4 Should the established benefits change after the signing of this agreement, then an adjustment will be made to the hourly rate. The total wage package will not be changed.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement and Clause 16 relevant Local Appendix.

CLAUSE 17 - TRAVEL AND BOARD

17.1 When employed on the job within the limits of the free zone, as established in the local Appendices, sheeter/deckers, sheeter assistants, material handlers and probationary employees covered by this Agreement shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said limits from home to job at starting time and job to home at quitting time, and the employer shall provide or pay for all necessary additional transportation during regular working hours.

17.2 Employees shall not be permitted to or be required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, job to job, or from job to shop, facilities for such transportation to be provided by the employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time, or from shop to job to home at quitting time.

17.3 Additional conditions regarding Travel and Board shall be as set out in Clause 17 of relevant Local Appendix.

CLAUSE 18 - TRUST FUNDS

Refer to Articles 33, 34 and 35 Body of Agreement and Clause 18 relevant Local Appendix.

CLAUSE 19 - TRADE JURISDICTION

19.1 The provisions of this Appendix shall apply to employees of the employers engaged in the erection of special building products, in the industrial, commercial and institutional sectors of the construction industry. That is: the on-site assembling, erection and/or installation, dismantling, reconditioning, adjustment, re-location, alterations, repairing and servicing of all sheet metal work, in the field of sheeting, cladding, insulation, roof decking, and any other materials substituted in lieu of, including but not limited to all materials associated with such sheet metal work, such as insulation, drywall, z-bar, girts, vapour barriers, etc.; ventilators, louvers when included or specified with the sheeting and decking work, and the site fabrication and installation of flashings.

19.2 Nothing in this Appendix or the Collective Agreement of which this Appendix is part shall be taken to interfere with the existing divisions of work in the plants of the employer or affiliated companies, or as established between the Sheet Metal Workers' International Association and other certified or recognized Unions operating in the plants where special building products are produced.

CLAUSE 20 - DUES DEDUCTIONS

Refer to Clause 20 of relevant Local Appendix.

CLAUSE 21 - TOOLS

21.1 Employees shall provide themselves with and have in their possession on the job a lockable tool box and the following hand tools:

- 1) Probationary
- 2) Material Handler
- 3) Sheeter/Decker Assistant
- 4) Sheeter/Decker

	1	2	3	4	
1 - 16 foot tape	x	x	x	x	
1 - pair straight snips		x	x	x	x
1 - pair standard pliers		x	x	x	
1 - slotted screw driver		x	x	x	
1 - hammer		x	x	x	
1 - vice grip			x	x	
1 - vice grip "C" clamps			x	x	
1 - Robertson screw driver - green				x	x
1 - Robertson screw driver - red				x	x
1 - Robertson screw driver - black				x	x
1 - cold chisel				x	x
1 - 10" crescent wrench			x	x	
1 - pair aircraft snips R.H.				x	x
1 - pair aircraft snips L.H.				x	x
1 - pair folding tongs				x	x
1 - 18" level			x	x	
1 - 12" divider			x	x	
1 - chalkline				x	x
1 - hacksaw frame				x	x
1 - 50 foot tape			x	x	

21.2 Additional conditions regarding tools shall be as set out in Article 20, Body of Agreement.

CLAUSE 22 - CREW COMPOSITION

The Parties agreed on the following crew composition:

22.1 ROOF DECK

Up to 300 squares:

- 1 sheeter
- 1 welder
- 1 material handler and
- 1 assistant OR
- 2 material handlers

Over 300 squares:

- 1 sheeter
- 2 welders

assistants and material handlers up to a maximum of 4 in any combination.

If more than 7 men are required, the above proportion has to be maintained.

22.2 SIDING

For single or double stage set- up:

1 sheeter
1 sheeters assistant
1 material handler

For a 3 stage set- up:

2 sheeters
1 sheeters assistant
Up to 2 material handlers

On more than 3 stages:

1 sheeter each on the top and bottom stage, sheeter assistants on the intermediate stage.
2 material handlers.

22.3 It is understood that apprentices can be utilized as Material Handlers and Sheeter/Decker Assistants in the manner outlined below and shall be paid their regular apprenticeship hourly rate:

Material Handler - 1st, 2nd or 3rd period apprentice
Sheeter/Decker - 3rd, 4th or 5th period apprentice
Assistant

In the case of apprentices performing the work of a Sheeter/Decker Assistant, they must be capable of performing the duties and willing and able to work from swing stages, scaffolding and from structural frame work.

22.4 It is understood that a probationary employee can be utilized for a material handler in the above crew composition.

PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION and ONTARIO SHEET METAL
WORKERS' CONFERENCE

APPENDIX "M" - WINDSOR- CHATHAM AREA

Local Trade Association

Windsor Sheet Metal Contractors Association

Local Union

Local No. 235 Sheet Metal Workers' International
Association

PROVINCIAL COLLECTIVE AGREEMENT

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APPENDIX "M" - WINDSOR-CHATHAM AREA

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PROVINCIAL COLLECTIVE AGREEMENT

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APPENDIX "M"

Local Trade Association:

Windsor Sheet Metal Contractors' Association

Local Union:

Local No. 235

Sheet Metal Workers' International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

Windsor Area: The County of Essex.

Chatham Area: The County of Kent.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

- 3.1** No apprentice shall be permitted to execute any work, outside of the shop during the first three periods of apprenticeship training unless working with a journeyman sheet metal worker, member of Local Union 235.

- 3.2 All prospective apprentices shall be obtained through the Essex and Kent Sheet Metal Apprenticeship Committee.
- 3.3 The Windsor Sheet Metal Contractors' Association agrees to the training program of all apprentices set up by the Essex and Kent Sheet Metal Apprenticeship Committee, and that all apprentices shall become members of Local Union 235.

CLAUSE 4 - STEWARDS

- 4.1 Job or shop stewards shall be appointed by the local union and recognized by the employer. No shop or job steward will be discriminated against because he expresses the wishes of the other employees he represents.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

WINDSOR AREA

- 5.1 At the discretion of the employer a foreman may be appointed.

CHATHAM AREA

- 5.2 When five or more men are in a work gang one man shall be appointed as Foreman.

CLAUSE 6 - SENIOR JOURNEYMEN

Refer to Article 21.2 Body of Agreement

CLAUSE 7 - HIRING PROCEDURE

Refer to Article 21 Body of Agreement

- 7.1** The employer shall when taking on additional journeymen sheet metal workers and registered apprentices be entitled to engage former employees whose last employment was with that employer, if available. This recall right shall be for a maximum period of 120 days from day of layoff. If the employee is employed by another employer in this 120 day period, the previous employer shall still retain recall rights until the 120 day period expires after which a new 120 day period will commence upon layoff from the next employer. Otherwise he will accept journeymen sheet metal workers and registered apprentices sent to him by the business representative of the local union. The local union shall provide a list of out of work members, it being agreed and understood that no member will be put to work unless he has been sent out with a work permit. The local union shall have the right to remove any member from a shop or job if he is not hired according to this Agreement. A local union member when reporting to work must present his work permit either to the shop or job steward as the case may be.
- 7.2** A member or members shall not be loaned or borrowed from one shop to another shop for any purpose.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1** Any employee who is laid off or is discharged and Article 22 of this Agreement does not apply shall be paid all his wages immediately and shall also be given his Record of Employment.
- 8.2** In the event the employee is not paid or given his Record of Employment, waiting time during working time at the regular hourly rate shall be charged until payments are made and Record of Employment presented.
- 8.3** Notice of layoff shall be given to the member in person with as much notice as reasonably possible in the circumstances, but in no case shall the notice be less than 2 hours. The employer shall, also give the Business Manager a minimum of 2 hours notice. Failure to comply with this Clause shall result in the member being paid 2 hours pay at the hourly rate.
- 8.4** If an employee is laid off when working overtime or on a Saturday, Sunday or holiday his pay and separation certificate shall be sent by Canada Post Xpress Post on the next regular work day to his last known address or the local union hall, whichever is agreed to with the employee.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

Not applicable.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

- 10.1** The regular working day shall consist of eight hours labour in the shop or on the job between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive.
- 10.2** The regular work week shall consist of five consecutive eight hour days in the shop or on the job, beginning Monday at 8:00 a.m. and ending at 4:30 p.m. on Friday of each week.
- 10.3** All full or part time labour performed during the hours specified herein shall be recognized as regular time and be paid for at the regular hourly rates specified in this Agreement.

WINDSOR AREA only

- 10.4** Work on Christmas Eve and New Year's Eve shall be terminated at 4:30 p.m.

10.5 Moonlighting

In order to prevent moonlighting by journeymen sheet metal workers and apprentices, the local union agrees that none of its members are permitted to work for another employer while being employed by a different employer during the regular working hours.

For this Clause, "moonlighting" is defined as doing sheet metal work for another employer after the hours set out herein.

CLAUSE 11 - WORK BREAKS

- 11.1** Employees shall be permitted ten minute break every half shift.

- 11.2** Employees required to work in excess of two hours overtime immediately following the regular quitting time shall be allowed a supper period at the expense of the employer. Such periods shall be one half hour in duration every four hours while work is in progress. When such overtime is scheduled with less than 24 hours notice, the employer will also pay the employee \$7.50 by cash voucher or a suitable meal supplied.

CLAUSE 12 - SHIFT WORK

Shift Work Premium

The minimum hourly premium for shift work shall be as set out in the applicable Wage Schedules.

- 12.1** A seven hour shift (afternoons) may be worked between the hours of 4:30 p.m. and 11:59 p.m. Monday through Sunday and Holidays. Such shift work shall be paid the second shift premium listed in the Wage Schedule for Appendix "M" in addition to the regular hourly rate.

A seven hour shift (midnights) may be worked between the hours of 12:01 a.m. and 8:00 a.m. Monday through Sunday. Such shift work shall be paid the third shift premium listed in the Wage Schedule for Appendix "M" in addition to the regular hourly rate.

The shift shall be determined by where the majority of the first seven hours are worked.

- 12.2** All shift premiums where applicable, (including for overtime hours, ie. all Saturday, Sunday and Holiday hours and hours after seven hours Monday to Friday) shall be paid at one time the applicable shift premium in addition to the applicable hourly rate. All overtime hours shall be paid as per Clause 13, Appendix "M" plus one time the applicable shift premium.
- 12.3** No employees shall be permitted to work on more than one shift in 24 hours unless overtime hourly rate is paid, that is to mean from 8:00 a.m. to 8:00 a.m. and workmen transferred to shift work shall be guaranteed 35 hours of work if available.

Note: Flexible starting and quitting times subject to mutual consent of the local union and the employer.

CLAUSE 13 - OVERTIME

Refer to Article 25 Body of Agreement

- 13.1** Overtime shall be permitted on any work day specified in Clause 10 of this Appendix and it is strictly understood and agreed between the Parties hereto that a permit to work overtime must be obtained by the employer and/or the employees who are to work overtime on weekdays, Saturday and Sunday, from the local union office, or a phone call made to the local union by 4:00 p.m. on the day in question.
- 13.2** If it should be established that any employer does not comply with these conditions the local union shall have the right of preventing its members from working in the shop or on the job of the employer involved.

WINDSOR AREA

- 13.3** Overtime shall be paid at the hourly rate of double time.

CHATHAM AREA

- 13.4** Overtime shall be paid at the rate of time and one half for the first four hours worked beyond the regular shift and at the rate of double time for all hours worked thereafter.

On Saturdays the first eight hours worked will be paid at the rate of time and one half and thereafter all hours worked will be paid at the rate of double time.

Hours worked on Sundays and holidays shall be paid at the rate of double time.

- 13.5** Notwithstanding Article 25.4, Body of Agreement, and Clause 18.5 of this Appendix employer pension plan contributions for overtime hours shall be paid on hours earned at time and one half. All other employer contributions shall be paid on hours worked.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

14.1 Workmen properly assigned to a job reporting at starting time shall receive not less than three hours pay unless notified by 7:00 a.m. It is understood that this shall not be construed to mean three hours pay in addition to the hours actually worked in any one work day. This shall not take effect if conditions beyond the employer's control prevent work. If the employee is not reporting for work he shall notify the employer's shop by 8:00 a.m. The local union agrees that employees violating this Clause shall be reprimanded by proper authority.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

15.1 The minimum hourly rate for journeymen sheet metal workers and registered apprentices shall be as set out in the applicable Wage Schedules.

15.2 Wages at the established rates shall be paid by cash before quitting time on Friday, or if by cheque, before quitting time on Thursday each week. If Friday is a holiday, payment in cash will be on Thursday and if by cheque, on Wednesday; the employers will arrange facilities for the cashing of cheques with an area bank. Electronic banking is also acceptable to the above criteria with employees to receive their pay stubs by Friday that same week or Thursday if Friday is a Holiday. Where wages are delinquent and not paid in accordance with above, \$75.00 per working day penalty shall apply and continue thereafter until delinquent wages are paid. Extenuating circumstances will be considered.

15.3 Foremen

A Foreman shall receive the hourly premium as set out in the applicable Wage Schedules.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

16.1 Vacation and holiday pay shall be remitted to the trustees of the Benefit Fund by the 15th of the following month and shall be governed by the same conditions of Clause 18.3 of this Appendix. A form provided by the local union shall name the employees with the total number of hours worked.

CLAUSE 17 - TRAVEL AND BOARD

WINDSOR AREA

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Travel - Essex County

For the purpose of this Clause, the base of operation shall be Windsor.

17.2 In the instance when the work place is outside the 24 kilometre free zone from the limits of the City of Windsor to the boundaries of the County of Essex, employees shall be on the job at the regular starting time and work an eight hour shift, the employer shall pay to employees, a Travel Allowance as shown above for each kilometre travelled to and from the job site by the most direct automobile route each day starting from a point 24 kilometres beyond the limits of the City of Windsor.

Whenever an employee is asked to use his car as means of transportation to and from any shop or job site at any time other than his regular starting and quitting time, then the travel allowance at the rate shown

above shall be paid by the employer. Journeymen sheet metal workers and registered apprentices shall not be permitted to furnish the use of an automobile or other conveyance to transport tools (other than personal tools) equipment or material from shop to job, from job to shop or from job to job. Facilities for such transportation shall be provided by the employer.

17.3 Travel - Kent County

When employees are sent to perform work in Kent County they shall be paid, per working day, the Zone Allowance shown above.

17.4 Board Allowance - Outside Essex County and Beyond Kent County

When sent by the employer to supervise or perform work specified in Clause 19, Trade Jurisdiction, and/or included in the jurisdictional claims of the Sheet Metal Workers' International Association, outside Essex County and into the jurisdiction of another local union affiliated with the Sheet Metal Workers' International Association, journeymen sheet metal workers and registered apprentices, shall be paid at least the established minimum wage scale as specified in this Appendix, but in no case less than the established wage scale of the local union in whose jurisdiction they have been sent, plus all necessary transportation, travelling time, board and expense. Beyond Kent County the employees will be paid the Board Allowance shown above per working day or per week; this will also include the holidays that may occur in any given work week, (and on which said employee does not work) while he is out of town. When travelling in the daytime, employees shall be paid hourly rates not to exceed more than eight hours in any 24 hour day and should they be travelling at night they are to be provided with a pullman berth. They also shall be paid under the same conditions if it is considered necessary by the employer or the foreman for them to return to the City of Windsor before their work is completed.

17.5 Transportation of Employees Tools

Whenever an employee is asked to perform work within an industrial plant, it shall be the employer's responsibility to ensure that a gate pass and transportation of personal tools to the job site will be available. If the employee is transferred or at the completion of the job, it shall be the employer's responsibility to transport employee's tools to the next job

and/or gate. In the event these conditions are not met the employee's time shall start at the gate.

CHATHAM AREA

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.6 Transportation to Jobs Within the Vicinity of Chatham

When employed in a shop or on a job within the city limits of Chatham, journeymen sheet metal workers and registered apprentices shall provide for themselves necessary transportation within said city limits, from home to shop or job at starting time and from job to home at quitting time.

17.7 When journeymen sheet metal workers and registered apprentices are required by the employer to perform work at a job site or location outside of the city limits of Chatham, the employer will provide all necessary transportation to and from such job site or job location.

17.8 Whenever an employee is asked to use his car as means of transportation to and from such job site or shop at any other time than his regular starting time in the case of jobs within the city limits of Chatham, then travel allowance as shown above shall be paid by the employer.

Journeymen sheet metal workers and registered apprentices shall not be permitted to furnish the use of an automobile or other conveyance to transport tools (other than personal tools), equipment or materials from shop to job, from job to job or from job to shop. Facilities for such transportation shall be provided by the employer.

17.9 In the instances where the work place is outside the actual limits of the

City of Chatham to the boundaries of the County of Kent, employees shall be on the job at the regular starting time and work an eight hour shift. The employer shall pay to each employee a Travel Allowance as shown above for each kilometre travelled to and from the job site by the most direct automobile route each day.

17.10 Travel - Essex County

When an employee is sent into Essex County to perform work he shall receive the Zone Allowance shown above.

17.11 Board, Lodging and Out of Town Jobs

When sent by the employer to supervise or perform work specified in Clause 19 of this Appendix and/or included in the jurisdictional claims of the Sheet Metal Workers' International Association outside the jurisdiction of the local union and into the jurisdiction of another local union affiliated with the International Association, journeymen sheet metal workers and registered apprentices shall be paid at least the established minimum wage scale as specified in this Agreement, but in no case less than the established wage scale of the local union in whose jurisdiction they have been sent, plus all necessary transportation, travelling time, board and expenses as shown above per working day or per week; this will also include any holidays that occur in any given week (and on which the said employee does not work) while he is out of town. When travelling in the daytime employees shall be paid the hourly rates not to exceed more than eight hours in any 24 hour day, should they be travelling at night they are to be provided with a pullman berth.

17.12 They also shall be paid under the same conditions if it is considered necessary by the employer or foreman for them to return to the City of Chatham before their work is completed.

CLAUSE 18 - TRUST FUNDS

Refer to Articles 33, 34 and 35 Body of Agreement

18.1 Employer's Contributions

The employers shall contribute to the Sheet Metal Workers Local Union 235 Benefit Funds, Vacation and Holiday Pay Fund, Apprentice Fund,

Stabilization Fund, Provincial Training Trust Fund and to the Industry Fund for every employee covered by this Agreement the amounts set out in the applicable Wage Schedules.

18.2 Payment

The employers' contributions shall be paid in a lump sum and sent to the Administrator by the 15th day of the month following that in which the employees performed the work.

The employer shall forward immediately the Industry Fund payment to the Windsor Sheet Metal Contractors' Association along with details showing hours worked by each employee.

Note: Detailed information on contributions and monthly report forms may be obtained from the local union and/or the local trade association. Such information may also be obtained from the Trustees and/or the Administrator appointed by the said Trustees to administer the Local Union 235 Trust Funds.

18.3 Apprenticeship Fund

A fund will be established for the training program of the apprentices to be administered by the Board of Trustees. This fund shall be financed by the contributions as set out in the applicable Wage Schedules by the employers for whom the apprentices are working and all monies so contributed will be remitted by the Administrator to the Essex and Kent Sheet Metal Apprenticeship Committee once a month.

18.4 Industry Fund

Each employer bound by this Agreement shall contribute to the Industry Fund the amount included in the contributions of Clause 18.1 for every hour worked by each employee covered by this Agreement.

The contribution may be increased at any time during the life of this Agreement, as may be decided by the Windsor Sheet Metal Contractors' Association. Contributions made to this fund shall be used exclusively for the benefit, promotion, expansion and protection of the sheet metal industry and at no time may any of the contributions be used in any way to the detriment of the Union or its members.

18.5 Stabilization Fund

A Stabilization Fund known as the Local Union 235 Stabilization Trust Fund shall be established. The sole administrator of the Stabilization Fund shall be Local Union 235. The sole Trustees of the Stabilization Fund shall be representatives of Local Union 235.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

WINDSOR AREA

- 19.1** The terms of this Agreement shall apply in the manner and under conditions herein specified to all work included in the jurisdictional claims of the Sheet Metal Workers' International Association, including the preparation of all shop and field sketches used in fabrication and erection.
- 19.2** The provisions of Article 28 (Higher Rate Applicable) of this Agreement shall not be applicable to the manufacture for sale to the trade or purchase of the following items:
1. Ventilators
 2. Louvers
 3. Automatic and fire dampers
 4. Radiator and air conditioning unit enclosures
 5. Fabricated pipe and fittings for residential installations only
 6. Mixing (attenuation) boxes
 7. Plastic skylights
 8. Air diffusers, grilles, registers
 9. Sound attenuators
- 19.3** The provisions of Article 28 (High Rate Applicable) of this Agreement shall not be applicable to the manufacture for sale to the trade or purchase of PLENUMS - double wall panels for use in construction of air housing, nor to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

CHATHAM AREA

- 19.4** The terms of this Agreement shall apply in the manner and under conditions herein specified to all work included in the jurisdictional claims of the Sheet Metal Workers' International Association.
- 19.5** It is understood and agreed that the employer agrees not to sublet any work to subcontractors who are not in contractual relations with the trade unions affiliated with the Ontario Provincial Building and Construction Trades Council.

CLAUSE 20 - DUES DEDUCTIONS

- 20.1** Union dues in the amount advised by the financial secretary of the local union shall be deducted from the wages of all journeymen sheet metal workers and registered apprentices, once a month by the employer and such deductions to be shown on employees weekly pay stub.
- 20.2** The local union shall advise the local association in writing of any changes in the amount of dues deduction at least thirty (30) days in advance of the effective date of any such change.
- 20.3** All monies so deducted will be remitted to the financial secretary of the local union, not later than the 15th of the following month of deduction, together with a list showing the name of the said employees so deducted and the amount thereof.
- 20.4** Each employer shall deduct for each hour or part thereof worked by all employees covered by the Agreement the amount set out in the applicable Wage Schedules and further agrees to remit said amount to the Administrator of Local Union 235 Trust Funds in the same manner as provided for in Clause 18 and such deductions to be shown on employees weekly pay stub.

The Administrator shall forward immediately the Union Dues Promotion Fund to Local Union 235.

The local union shall administer this Fund and shall supply the necessary forms to be completed and forwarded to the Administrator by the employer.

Without limiting the generality of the term "Promotion", and without limiting the terms of the said Fund, the purpose and intent of this fund shall be to make any and all expenditures necessary to assist members, and to promote the Union.

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2010 - 2013

ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION

and

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION and ONTARIO SHEET METAL
WORKERS' CONFERENCE

APPENDIX "N" - SAFETY POLICY

PROVINCIAL COLLECTIVE AGREEMENT

2010 - 2013

APPENDIX "N" - SAFETY POLICY

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PROVINCIAL COLLECTIVE AGREEMENT

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APPENDIX "N" - SAFETY POLICY

UNION- MANAGEMENT ACCIDENT PREVENTION POLICY FOR THE SHEET METAL AND AIR HANDLING INDUSTRY.

Adopted as a minimum Standard Company Accident Prevention Policy.

CLAUSE 1 - MANAGEMENT'S RESPONSIBILITY

It is the responsibility of the management to:

- (a) know, understand, and enforce the Occupational Health and Safety Act, and Regulations for Construction Projects and Industrial Establishments as applicable and the Company Accident Prevention Policy.
- (b) provide safe equipment, apparatus and machine tools; clean, well ventilated properly lighted work areas. In shops the ventilation shall be by either natural or mechanical means so as to ensure the safety of all persons. Where the air may become contaminated, the contaminant shall, so far as is practicable, be removed at or near the source of contamination. The shop ventilating system shall include a provision for sufficient fresh air to replace the air exhausted and be arranged so that exhausted contaminants cannot either enter another work area or re-enter the area from which they were exhausted. Regulations for Industrial Establishments, Sections 131 and 132.

When job conditions require, the employer will supply and the employee must use all special safety equipment, such as ladders, safety belts, harnesses, goggles, gloves and welding helmets that will afford adequate protection to employees handling materials that might make them subject to hand laceration; welders will be supplied with leather gloves and welders leathers i.e. apron, sleeves and jacket. This safety equipment will remain the property of the employer and will be replaced by the employer when it becomes unserviceable and will be returned to the employer on request or at the termination of the user's employment.

- (c) provide proper training to all employees.

- (d) to investigate all accidents to:
 - (1) determine cause of accidents
 - (2) determine methods of eliminating causes
 - (3) determine validity of the accident claim
- (e) update safety policy as required.
- (f) form a safety committee composed of equal numbers of representatives of the employer and the employees who shall investigate and report on all lost time accidents.
- (g) provide, as required, an approved First Aid Training Course.
- (h) provide, per WCB First Aid Regulations (950), of an approved First Aid Kit.

CLAUSE 2 - SUPERVISOR'S RESPONSIBILITY

It is the supervisor's responsibility to:

- (a) know, understand and enforce the Occupational Health and Safety Act and the Company Accident Prevention Policy.
- (b) enforce the Company Accident Prevention Policy with respect to proper clothing and proper protection for the employee.
- (c) ensure that all new employees are instructed in the requirements of the Company Accident Prevention Policy.
- (d) rectify all unsafe conditions and practices.
- (e) arrange for first aid and medical treatment when required
- (f) inspect and reject all unsafe equipment or material on the job.
- (g) hold, on large jobs, regular scheduled meetings on the subject of accident prevention.
- (h) arrange for transportation to the doctor or hospital if required.

- (i) fully investigate and report every accident and injury in writing to Management with copy to Local Union.

CLAUSE 3 - EMPLOYEE'S RESPONSIBILITY

It is the employee's responsibility to:

- (a) be aware of the Company Accident Prevention Policy and adhere to it. Work in compliance with the Occupational Health and Safety Act, and Regulations for Construction Projects and Industrial Establishments as applicable.
- (b) follow safe practices.
- (c) wear protective clothing; the employee is expected to supply and wear approved safety hats and boots.
- (d) report unsafe conditions and practices to his supervisor.
- (e) report accidents and injuries immediately to his supervisor.
- (f) work safely with regard for himself and others.

CLAUSE 4 - SUBCONTRACTOR'S RESPONSIBILITY

All subcontractors must receive and adhere to the Company Accident Prevention Policy and know that it forms part of agreement for the sheet metal industry. On large jobs subcontractors are required to supply to the employer, copies of accident reports on their employees on the jobs.

Subcontractors must submit to the employer a certificate of good standing from the Workers' Compensation Board.

CLAUSE 5 - HOUSEKEEPING

Good housekeeping on a job can reduce potential hazards. Proper (safe) storage of material and equipment should be observed at all times. Waste material must not be allowed to accumulate (it is a hazard). Tools and other equipment must not be placed to endanger workmen. Palletized material must be stored in such a manner as to prevent collapse of the pile. Hazardous areas should be fenced in or roped off.

CLAUSE 6 - NEW EMPLOYEE'S RESPONSIBILITY

It is the new employee's responsibility to:

- (a) know the name of his immediate supervisor.
- (b) read and acknowledge that the Company Accident Prevention Policy is understood.
- (c) request familiarization with any and all projects he will be working on.
- (d) have and use proper protective clothing as prescribed in the Occupational Health and Safety Act, and the Company Accident Prevention Policy prior to starting work.
- (e) if in doubt ask the supervisor for advice regarding the proper use of equipment and materials.
- (f) use a common sense approach at all times and work safely with regard to himself and others.

CLAUSE 7 - HAZARDOUS MATERIALS

All hazardous materials in the workplace should be identified in accordance with the uniform labelling requirements of the Occupational Health and Safety Act. Safety data sheets on these materials shall be available on the work site and in the shop.

All employees that work with, or in close proximity to, hazardous materials must be sufficiently capable of recognizing and understanding the labelling on the materials; understanding the safety data sheets; and knowing how to safely use, store, handle and dispose of the materials.

Asbestos shall be handled on the jobsite in accordance with related regulations established under the Occupational Health and Safety Act.

CLAUSE 8 - SAFETY EDUCATION

Numerous programs and courses are presently available through the Construction Safety Association of Ontario ranging from Management and

Supervisors Training Programs to specialized training courses related to specific trade problems. Assistance is also available upon request dealing with the Occupational Health and Diseases - Toxic Substances and Noise Pollution. For any information on these topics, please do not hesitate to contact the local office of the Construction Safety Association of Ontario.

IT TAKES KNOW HOW TO PREVENT AN ACCIDENT.

WE'VE GOT IT.

LET'S USE IT.