

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,
and 562



May 1, 2016 - April 30, 2019

02765 (14)

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Provincial Collective Agreement 2016 - 2019

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
APPENDIX "O" - GASFITTER

Provincial Collective Agreement 2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

BODY OF AGREEMENT

PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

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 and 562

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

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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
G	Sarnia
H & I	Sault Ste. Marie and Sudbury
J	Thunder Bay
K	Toronto, including Barrie Area and Peterborough Area
L	Waterloo - Wellington
M	Windsor - Chatham
N	Safety Policy
O	Gasfitter

PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

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 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 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
Sarnia	G
Sault Ste. Marie and Sudbury	H & I
Thunder Bay	J
Toronto, including Barrie Area and Peterborough 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.

- 9.3** The following list of products may be purchased or supplied by a union yellow label shop. Where the term shop is used in this Article, it shall be defined as a sheet metal shop under Agreement with SMWIA/SMART or one of its affiliate local unions or one of the affiliates of OSMWRC EBA. It being understood that such shops shall be shops using the yellow label of the International Association.

- Stamp Fittings
- Pressed formed rings - up to 16”
- Snap Lock - Perimeter Pipe
- Formed Channels/Profiles
- Round Fittings - up to 14” diameter (including Gored Elbows)
- Spin-ons
- Branch Taps - up to 16” diameter
- Single Blade Volume Dampers - up to 48” x 12”
- Duct Access Doors - up to 24” x 24”
- Turning Vanes
- Vane Rails
- TDF/TDC/Proprietary Flange Clips

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 as follows:

Journeypersons	Apprentices
1	1
2	1
3	1
4	2
5	2
6	2
7	3
8	3
9	4
10	4
11	5
12	5
13	6
14	6
15	7
16	7
17	8
18	8
etc.	

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 25'	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	0
2 - pair vice grips	0	0	0	0	0	0
1 - right and left hand aircraft snips	0	0	0	0	0	0
1 - pair tongs folding	0	0	0	0	0	0
1 - plumb bob and line	0	0	0	0	0	0
1 - chalk line	0	0	0	0	0	0

	Term of					Journeyman
	Apprenticeship					
	1	2	3	4	5	

1 - crescent or adjustable wrench 10"	0	0	0	0	0	0
1 - ball peen hammer	0	0	0	0	0	0
1 - 12" spirit level	0	0	0	0	0	0
1 - 12" divider		0	0	0		0
1 - centre punch		0	0	0		0
1 - cold chisel 12"		0	0	0		0
1 - set of Allen wrenches			0	0		0
1 - set box end ratchet wrenches 7/16" to 3/4"				0		0
1 - pair vice grip "C" clamps				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 and the International Association of Sheet Metal, Air, Rail and Transportation Workers;

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;

Without limiting any other rights or obligations under this Agreement, and to protect and preserve for employees all work covered by this Agreement, it is agreed that any and

all work that is installed by employees covered by this Agreement must be fabricated within the Province of Ontario by employees covered by this Agreement, and in accordance with the terms of this Agreement.

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 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, 2016 through April 30, 2019 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 5th day of May, 2016

FOR THE ASSOCIATION:

Mike Dietrich
Jim Warner
Steve Koutsonicolas
Robert King
Larry McDonald
Jim DiNovo
Felix Lopes
Cathy Godin
Darryl Stewart
Wayne Peterson

FOR THE UNION:

Dave Bradshaw
Roger Michaud
Mark Hall
Randy Cook
Arthur E. White
Mike Mahon
Tim Fenton

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

LETTER OF UNDERSTANDING
BETWEEN
ONTARIO SHEET METAL CONTRACTORS
ASSOCIATION
-and-
SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION AND ONTARIO SHEET METAL
WORKERS' CONFERENCE

Name of Union

The Employer agrees that the name of the union in Ontario remains Sheet Metal Workers' International Association and that the names of the affiliated bargaining agents of the Ontario Sheet Metal Workers' Conference(the Employee Bargaining Agency) remain Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562 of the Sheet Metal Workers' International Association.

The Employer further agrees that the Employee Bargaining Agency, the affiliated bargaining agents and the Union as set out in article 2.2 of the Body of the Collective Agreement will continue to operate as Sheet Metal Workers' International Association in Ontario with all of the rights, status and obligations as set out in the Collective Agreement and the statutes of Ontario.

The Employer further agrees that upon written notice from the Ontario Sheet Metal Workers' Conference that it, or one or more of the affiliated bargaining agents or the parent union has formally changed its name, the Employee Bargaining Agency the affiliated bargaining agents and the Union under its new name, will enjoy all status, rights, obligations and will in all ways be the successor to the Sheet Metal Workers' International Association, the Ontario Sheet Metal Workers' Conference and/or Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562 of the Sheet Metal Workers' International Association.

The parties agree that this Letter forms part of the Collective Agreement.

DATED at Mississauga this 4th day of May, 2016.

Tim Fenton
OSMWRC

Wayne Peterson
OSMCA

Provincial Collective Agreement 2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX "N" - SAFETY POLICY



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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 Infrastructure Health and Safety Association 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 Infrastructure Health and Safety Association.

IT TAKES KNOW HOW TO PREVENT AN ACCIDENT.

WE'VE GOT IT.

LET'S USE IT.



Provincial Collective Agreement

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

"O" GASFITTER

APPENDIX "O" - GASFITTER



PROVINCIAL COLLECTIVE AGREEMENT

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APPENDIX “O” - GASFITTER

This applies to gasfitters who are not certified journeymen or registered apprentices. Nothing in this Appendix applies to journeymen and registered apprentices who perform gasfitting work in the course of their daily duties as sheet metal workers.

Their rates of pay and other monetary terms and conditions shall be as per the appropriate classification of the Local Union Siding & Decking Wage Schedule. All other terms and conditions as per Body of Agreement and applicable Local Appendices.

Gasfitter G1 rate = Sheeter/Decker

Gasfitter G2 rate = Assistant Sheeter

Gasfitter G3 rate = Material Handler

Probationary Gasfitter = Probationary Employee

Gasfitters may travel under the same conditions as a journeyman but may not be used to increase the number of traveling members and are considered journeymen for the number of those traveling - for example, one journeyman/one gasfitter.

The employer will not reduce any employee’s rate of pay due to the inclusion of this Article.

The Union agrees to renew the Letter of Understanding signed between the Parties dated November 14, 2006 regarding Gasfitter.



Provincial Collective Agreement

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX “A” - SHEETING AND DECKING



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APPENDIX “A” - SHEETING AND DECKING

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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 five 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 Probationary Material Handler or his employment be terminated.

3.2.2 PROBATIONARY MATERIAL HANDLER

A workman who has worked as a Probationary Employee. A Probationary Material Handler shall be restricted to the handling of material, on the ground or on a roof. At the completion of 1200 hours of employment, he shall be classified as a Material Handler.

3.2.3 MATERIAL HANDLER

A workman who has worked as a Probationary Material Handler.

3.2.4 SHEETER/DECKER ASSISTANT

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

3.2.5 SHEETER/DECKER

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

3.2.6 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 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, probationary material handlers 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, probationary material handlers 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, probationary material handlers and probationary employees shall be allowed to finish the job without interruption from the local union. However, if such additional qualified members, registered apprentices, probationary material handlers 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, a maximum of six (6) duly qualified members (from any local union bound to this collective agreement) 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 four (4) local union members. The fifth member may only be sent after the hiring of four (4) more local union members. The sixth member may only be sent after the hiring of four (4) more 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 probationary material handlers unemployed in the local union and new probationary material handlers 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, probationary material handlers 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 or probationary material handlers 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	235	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, Probationary 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 MATERIAL HANDLER	PROBATIONARY EMPLOYEE
"B" HAMILTON) BRANTFORD) NIAGARA)	93.66%	84.13%	50%	40%
"C" KINGSTON	80%	65%	50%	40%
"D" LONDON	80%	76.27%	50%	40%
"E" OTTAWA	80%	65%	50%	40%
"G" SARNIA	80%	65%	50%	40%
"H" SAULT STE. MARIE	87.77%	73.62%	50%	40%
"I" SUDBURY	87.84%	73.54%	50%	40%
"J" THUNDER BAY	91.62%	74.80%	50%	40%
"K" TORONTO (Including Barrie Area and Peterborough Area)	88.52%	79.93%	50%	40%
"L" WATERLOO WELLINGTON	80.82%	76.065%	50%	40%
"M" WINDSOR	92.92%	83.12%	50%	40%
CHATHAM	80%	65%	50%	40%

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.

15.5 TORONTO AREA:

Transportation Allowance:

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Transportation allowance does not attract vacation pay.

For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, transportation allowance shall be considered part of the gross wage/total package rate.

15.6 TORONTO AREA:

Work Ready Allowance:

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Work Ready Allowance does not attract vacation pay.

For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, work ready allowance shall be considered part of the gross wage/total package rate.

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, probationary 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 Employee
- 2) Probationary Material Handler
- 3) Material Handler
- 4) Sheeter/Decker Assistant
- 5) Sheeter/Decker

	1	2	3	4	5
1 - 16 foot tape	x	x	x	x	x
1 - pair straight snips	x	x	x	x	x
1 - pair standard pliers		x	x	x	x
1 - slotted screw driver		x	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 Assistant - 3rd, 4th or 5th period apprentice

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 material handler can be utilized for a material handler in the above crew composition.

CLAUSE 23 - POLICY STATEMENTS

23.1 Local 30 Area only:

Each employer shall ensure that all company trucks that are driven by Local 30 members bear the name of the company in a conspicuous manner.

Employees shall be paid by employers at regular straight time rates for all safety training required by government legislation (Sundays and statutory holidays at appropriate overtime rate).

LETTER OF UNDERSTANDING

MAY 1, 2016 - APRIL 30, 2019

- BETWEEN -

Ontario Sheet Metal Workers' & Roofers' Conference

- AND -

Ontario Sheet Metal Contractors' Association

APPENDIX "A" - SHEETING AND DECKING

The following local unions - 47, 235, 473, 504, 537 and 562, have agreed to amend Clause 10.3 Hours of Work in Appendix "A" - Sheeting and Decking as follows:

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, including Saturdays, 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.

This Letter of Understanding is for the life of this Agreement, May 1, 2016 - April 30, 2019, and must be agreed to by all parties to continue thereafter.

Dated at Mississauga this 4th day of May , 2016.

For Ontario Sheet Metal Workers'
& Roofers' Conference

For Ontario Sheet Metal
Contractors Association

Tim Fenton

Wayne Peterson

Provincial Collective Agreement

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX "B" - HAMILTON, BRANTFORD AND NIAGARA AREAS

Local Trade Association

**Brantford/Hamilton/Niagara Sheet
Metal Contractors Association**

Local Union

**Local No. 537 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “B”

HAMILTON, BRANTFORD AND
NIAGARA AREAS

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “B”

Local Trade Association:

Brantford/Hamilton/Niagara Sheet Metal Contractors
Association

Local Union:

Local No. 537
Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

Hamilton Area:

In the City of Burlington, The Township of Nassagaweya, the Town of Milton, that part of the Town of Oakville being South of the Town of Milton and West of Provincial Highway No. 25 to a point where the Oakville Creek crosses Highway No. 25 and that part of the Town of Oakville lying West of the Oakville Creek between Highway No. 25 and Lake Ontario all in the Regional Municipality of Halton; the city of Hamilton, the Regional Municipality of Hamilton-Wentworth, the Townships of Seneca, Oneida, Walpole, Rainham, North Cayuga, that part of the Township of South Cayuga lying West of Regional Road No. 36 and No. 9 and that part of the Township of Canborough lying West of Regional Road No. 17 all in the Regional Municipality of Haldimand-Norfolk and that part of the Township of West Lincoln lying between the Easterly boundary of the Regional Municipality of Hamilton-Wentworth and Regional Road No. 16 as it extends from its intersection with Lincoln Regional Road No. 17 to the Town of Smithville and Lincoln County Road No. 36 as it extends from Smithville to the shores of Lake Ontario.

Brantford Area:

East Zorra, Blandford, Blenheim, East Oxford, North Norwich and South Norwich in Oxford County and the Counties of Brant and Norfolk.

Niagara Peninsula Area:

Western Boundary:

That portion of the Regional Municipality of Niagara and the Regional Municipality of Haldimand-Norfolk East of a line from Grimsby Beach formed by Regional Road No. 14 then South on Regional Road No. 16 to Regional Road No. 63 then South on Regional Road No. 17 then West on Highway 3 to Haldimand Regional Road No. 9 then Westerly on Regional Road No. 17 to a point in line South Easterly with Haldimand Regional Roads No. 9 and No. 36 to Lake Erie.

Eastern Boundary:

Region of Niagara at the Niagara River.

Note: If there are any errors or omissions on converting the old boundaries to the new Regional systems, then the old established boundaries will apply.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

- 2.1** Joint Apprenticeship Committees will be formed consisting of eight members in each area. The local trade association and the local union shall appoint four members in each area. The Joint Apprenticeship Committee representing the employer and the local union will regulate the apprenticeship program. The Local Joint Apprenticeship Committee will regulate the apprenticeship program in accordance with the regulations of the Ontario College of Trades.

- 2.2 If, in regulating the apprenticeship program, the four members appointed by the employers and the four members appointed by the local union cannot agree on a decision, by a majority vote, as to any matter which may come up before them for their collective decision, then the matter in dispute between them shall be referred to the Local Joint Conference Board under the rules established for this body.

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 apprenticeship periods unless working with a member of Local Union No. 537. Apprentices shall be registered with the local union office before starting work.
- 3.2 Seniority of lay off of apprentices shall apply subject to acceptable performance of the apprentices.
- 3.3 An apprentice shall be considered to be a certified journeyman after he has completed his full indenture period and after the apprentice has passed his final qualification examination and the later of the two dates will apply.

CLAUSE 4 - STEWARDS

- 4.1 The local union may appoint stewards from the men in the shop or on the job site, where it is deemed necessary by the business representative. The local union shall notify the employer in writing the name of the steward or stewards appointed. It is understood that stewards have their regular work to perform on behalf of the employer and that they will not leave their work without notifying their foreman. Providing he is capable of doing the work available on a job, he will not be laid off until the number of journeymen has been reduced to three (excluding the foreman). The local

union office will be notified when a steward is laid off or transferred to another job.

- 4.2 If willing to work, the steward on a job will have preference to work on all overtime provided he has the necessary skills.

CLAUSE 5 - FOREMEN

Refer to Article 7 Body of Agreement

- 5.1 A foreman is a certified journeyman or any other qualified sheet metal worker placed in charge of a group of three or more other sheet metal workers, applicants or registered apprentices.
- 5.2 An employer from an area outside of the local union's jurisdictional area shall be allowed to appoint the first foreman on a project, providing he is a member of the Sheet Metal Workers' International Association. All additional foremen shall be members of Local Union 537.
- 5.3 A certified journeyman or any other qualified sheet metal worker placed in charge of a group of other sheet metal workers, applicants or registered apprentices shall receive the foreman's premium as follows:
- 3 - 15 men - as per the foreman's wage schedule
 - 16 - 25 men - as per the foreman's wage schedule x1.25
 - over 25 men - as per the foreman's wage schedule x1.50

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 agrees to notify the local union of any personnel hired. Notification shall be by telephone on the date of hiring

if employed in Zone 1 to 4 and within three working days if employed beyond Zone 4.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1** Employees will receive a minimum of two (2) hours notice of lay-off. The employees shall be paid up to and including the day of lay-off in full. The employees final pay cheque and Record of Employment shall be mailed to them within two (2) working days from the last day worked. When not paid in accordance with the foregoing, employees will be paid two (2) hours wages for each working day they have to await payment, until payment is received. Employers choosing or required to file Records of Employment electronically with Service Canada's ROE Web, or any future statutory online filing service, will do so in accordance to the regulations of Service Canada.
- 8.2** The employer agrees that employees covered by this Agreement shall be laid off in the following order:
- (a) All members and applicants of other local unions
 - (b) All applicants for membership in Local Union 537
- 8.3** No employee shall be laid off or discharged or suffer any loss of wages due to a shutdown of a project by the proper authorities for safety reasons directly attributable to his employer for the balance of the day's shift.
- 8.4** The employer agrees to notify the local union of any personnel discharged. Notification shall be by telephone on the date of discharge if employed in Zone 1, 2, 3 or 4 and within three working days if employed beyond Zone 4.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

- 9.1** In-plant work, or maintenance work is limited to the maintenance, repair, replacement of existing facilities, such

as air conditioning systems, vent systems (supply or exhaust), dust collection systems, etc., in existing plants or buildings.

- 9.2** In-plant work or maintenance work does not include any work performed on new factories, new additional buildings to factories, or work within or immediately related to such factories, nor to the extensions of facilities from an existing building to a new building (such as duct extensions from old sections to new sections). It does not include work on redesigned systems even if they are in existing premises.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

10.1 Hours of Work - 36 Hours Per Week

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. with one half hour lunch period without pay Monday through Thursday and four hours on Friday between the hours of 8:00 a.m. and 12:00 noon. The starting time and quitting time may be moved forward (i.e. 7:00 to 3:30) by mutual agreement between the employer and the local union. Such agreement shall not be unreasonably withheld. All full time or part time labour performed during the regular working day set out above shall be recognized as regular time and paid for at the regular hourly rates.

- 10.2** When employees on work beyond Zone 4 as set out in Clause 17.3 are not able, due to weather conditions, to work a full work day, it is agreed that the daily time limit may be exceeded on any of the remaining working days of the week, provided the weekly limit is not exceeded thereby, but in no case under this provision shall the daily limit be exceeded by more than one hour without the consent of the employee.

CLAUSE 11 - WORK BREAKS

11.1 The employer will continue the existing practice of permitting sheet metal workers and registered apprentices a coffee break during the morning and afternoon. It is understood that such breaks will be of ten minute duration and scheduled or taken at such times which will cause the least disruption to the job in progress. There will also be a ten minute work break at the mid-point of each four hours work period of overtime or shift work, at a time to be mutually agreed upon by the local union and the employer or their appointed representatives.

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 Shift Work - 36 Hour Work Week

Employees who normally work a 36 hour week, when working shifts, shall on Friday, work the first half of the shift as worked on Thursday at shift hourly rates. The second half of the shift, if worked on Friday, shall be at double time.

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 All labour in connection with or incidental to work covered by this Appendix shall be performed within the regular working hours. No overtime shall be permitted or required outside of said regular working hours or on holidays specified in this Agreement except in cases of emergency, when by mutual consent of the local union and the employer, such necessary emergency overtime work may be permitted and in all cases where such necessary emergency overtime work is

permitted or required outside of the regular working hours or on holidays specified in this Agreement, it shall be paid for at the overtime hourly rate.

- 13.2** When an employee is required to work two (2) or more hours overtime, he shall be given a one half (½) hour paid meal break at the end of the regular shift and of every four (4) hours thereafter.
- 13.3** All overtime on all regular working days and for Saturdays, Sundays and holidays shall be paid for at double time.
- 13.4** All overtime on maintenance shall be at one and one half the regular hourly rate.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** When an employee, employed on a job or project reports as usual for work unless notified at his last reported address in advance but is unable to commence work because of circumstances beyond his control, he shall be given three hours pay plus travelling allowance for reporting on the job, provided however that the employee remains on the job during the three hour period and performs any work requested which, in the opinion or judgement of his foreman, can be accomplished.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

- 15.1** Hourly Rate, Vacation Pay and Employer's Contributions

The minimum hourly rate, vacation pay and employer's contributions for certified journeymen, qualified sheet metal workers, welders and apprentices when employed in the shop or on the job by the employer to perform any work specified in Article 29 of the Agreement and Clause 19 of this

Appendix, unless otherwise provided for shall be as set out in the applicable Wage Schedules.

The hourly rates herein may be adjusted by mutual consent where employers contribute to other pension plans on behalf of their employees.

Note: Should the employer's contributions (not including industry fund) change, then the hourly rate will be adjusted accordingly without changing the total wage package.

15.2 Foremen

A foreman who is a certified journeyman or any other qualified sheet metal worker as outlined in Clause 5.1 shall receive the premium above the journeyman's regular hourly rate as set out in the applicable Wage Schedules.

15.3 Apprentices

The percentage of the apprentice's wages according to the Apprenticeship and Tradesmen's Qualification Act will be calculated on the basis of the hourly rate for the sheet metal journeyman, to which the Pension and Welfare Fund contribution will be added. The actual full contribution to the Pension and Welfare Fund for the apprentice will then be deducted from the aforementioned total and the remainder constitutes the apprentice's hourly rate.

15.4 Meal Break

Employers agree to pay for the one half hour meal break as set out in Clause 13.2.

15.5 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. Electronic banking is also acceptable to the above criteria.

Where wages are delinquent and not paid in accordance with above, a two-hour total package per working day penalty shall apply and continue thereafter until delinquent wages are paid. If conditions arise beyond the control of the contractor that prevent the employer from delivering the pay to the employee, then the penalty as described will not apply.

- 15.6** In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.
- 15.7** The employer agrees to contribute to a local union Bereavement Fund at \$0.02 per hour worked. This is to be remitted monthly and administered by Local Union 537 Funds Administrators.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

- 16.1** Vacation pay shall be paid at the rate of 10% of an employee's gross wages; such wages shall not include the employer's contributions on behalf of such employee as provided for in Clause 18 of this Appendix and the employer agrees to deduct income tax from the employee's gross wages in respect of any vacation pay contributions submitted on his behalf. The vacation pay period shall be from June 1st to May 31st.

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Zones

In addition to their wages, each employee working on jobs in the following zones will receive the allowance shown in the wage schedules. The applicable zone allowance inside the geographic boundaries of Local 537's Appendix "B" will be determined by measuring back in a straight line from the project site to the zone apex that is closest to the project and applying that zone allowance.

For example, a job in Woodstock would be determined by measuring back to the nearest zone apex, that being Brantford City Hall. Therefore, the zone would be Zone 3 whether coming from Hamilton or Brantford or Niagara.

Further example, a job in Milton would be determined by measuring back to the nearest zone apex, that being Hamilton City Hall. Therefore, the zone would be Zone 3 whether coming from Hamilton or Brantford or Niagara.

Note: Any contractor working within the free zone will not be required to pay zone allowance.

Zone 1:

A Free Zone established as follows:

- Within 25 kilometres of Hamilton City Hall
- Within 25 kilometres of Brantford City Hall
- Within 25 kilometres of the centre of Allanburg, Ontario
- A contractor's fabrication shop within the boundaries of the jurisdiction of SMWIA, Local 537

Zone 2:

25 - 32 kilometres from the centre and outside of Zone 1

Zone 3:

32 - 48 kilometres from the centre and outside of Zone 1, 2

Zone 4:

48 - 80 kilometres from the centre and outside of Zone 1, 2, 3

- 17.2** When employed in the shop or on the job within the limits of Zone 1, certified journeymen and other qualified sheet metal workers, applicants and registered apprentices, shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said limits from home to shop or job at starting time and shop or job to home at quitting time, and the employer shall provide or pay for all necessary additional transportation during regular working hours.
- 17.3** The above zone allowances cover the driving, use of the car including all the hazards connected with driving a car, regardless of whether they are insured or not. It is understood that the driver is not driving the car at the employer's request, but as a convenience to his fellow workers and it is in his interest to be fully and adequately insured against all risks.
- 17.4** If, in addition to the drive to and from the job, a worker is expressly requested by the employer to drive his car during the working hours, the above travel allowance will be paid for such authorized trips.
- 17.5** The employer shall secure and/or pay for adequate project parking on all projects within the geographical scope of Local 537. Where the employee pays for parking and is entitled to reimbursement, the employer will reimburse the employee no later than the pay period of the following week that receipts and claim are submitted.
- 17.6 Board Allowance**
- In excess of 80 kilometres, the room and board allowance shown above shall be paid per day worked.

17.7 Where, under contract with the General Contractor or Owner, room and board in an approved camp site maintained to Government regulations is provided for the trades, no room or board allowance will be paid to the employee if he uses the camp facilities.

17.8 Travel Beyond Union Jurisdiction or Zone 4

When sent by the employer to supervise or perform work specified in this Appendix, outside of the jurisdiction of the local union and/or beyond Zone 4, certified journeymen and other qualified sheet metal workers, applicants or registered apprentices shall be paid all necessary transportation, travelling time and board as outlined in this Clause.

When travelling on a day when labour has been performed in the shop or on the job, employees shall be paid their regular hourly rate for all hours worked, and to this travelling time shall be added up to a maximum of eight hours and this travelling time shall be paid at straight time plus vacation pay and employers contributions. Should the employees be travelling overnight they shall be provided with Pullman berths but will not be paid for travelling time unless they lose wages in consequence of this trip.

In addition to the wages, suitable transportation shall be supplied and arranged by the employer or in lieu thereof each employee shall receive mileage at the negotiated rate. The travelling allowance is set out above. Where public transportation is provided, waiting time shall be considered travel time and paid for under the same conditions.

When employed away from home for 90 calendar days or longer, the employer agrees to pay travelling expenses for one trip home every 90 calendar days. The length of stay at home not to exceed five days.

Any employee quitting a job by his own volition or being terminated for cause must provide his own return transportation, and no expense or travelling time shall be

allowed him to return to the shop, except on compassionate grounds, subject to the grievance procedure as provided in this Agreement.

- 17.9** Certified journeymen and other qualified sheet metal workers, applicants and registered apprentices, 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 under conditions as set forth elsewhere in this Clause.

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 No. 537 Welfare Fund, Pension Fund, Union Dues Promotion Fund, Provincial Training Trust Fund, Vacation Pay Fund, Bereavement Fund, Stabilization Fund and to the Industry, Education and Promotion Fund (including the Worker Readiness Training Fund), for every employee covered by this Agreement the amounts set out in the applicable Wage Schedules.

18.2 Method of Payment

Payments shall be sent to the Administrator in one lump sum. Such payments shall be made payable to the "Trustees of the Sheet Metal Workers' International Association, Local 537 Trust Funds".

18.3 Due Date

All remittances for all Funds must be sent to the Administrator on or before the 15th of the month following the work month completed.

Note: Detailed information on contributions and monthly report forms may be obtained from the Trustees and/or the Administrators appointed by the said Trustees to administer the Local Union 537 Trust Funds.

18.4 If in any month an employer does not employ any person in respect of which contributions to any of the Funds must be made, he shall send to the Administrator on or before the 15th of the month following the month in which no persons were so employed, a statement in form satisfactory to the Trustees and the Administrator, certifying that no contributions are payable by him for that month.

18.5 Union Dues Promotion Fund

Every employer shall contribute to a Union Dues Promotion Fund established by the local union to provide for assistance in union dues for unemployed, sick and disabled members, the amount set out in the applicable Wage Schedules for each hour worked by each employee covered by this Agreement. The fund shall be administered by the local union trustees of this fund, except that collection of funds shall be made through the Administrator of the Trust Funds.

The Administrator shall forward immediately the payments received for the Union Dues Promotion Fund to Local Union 537.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

19.1 The employer recognizes the work jurisdiction of the Sheet Metal Workers' International Association Local Union 537 in

the manner and under conditions specified in this Agreement including:

- (a) The preparation of all on-site sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches;

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

19.3 Wherever any claims of trade jurisdiction set out herein overlap with the claims of another trade union the employer shall make job assignments in accordance with the old established local practice.

19.4 Nothing in this Agreement shall be taken to interfere with the existing division of work in the plants of the employer of affiliated companies, as established between the Sheet Metal Workers' International Association, Local 537, Hamilton and other certified or recognized unions operating in the plants where special building products are produced and further, Article 28 of the Body of this Agreement shall not apply to special building products referred to herein.

19.5 Fabrication Clause

The provisions of Article 28, Higher Rate Applicable shall also apply to fabrication of material for installation within the jurisdictional areas of Local Union 537.

CLAUSE 20 - DUES DEDUCTIONS

Not applicable.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "B"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537**

May 16, 2016

WAGE RATES

	Journeyman	- Apprentices -				
		1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	38.88	14.65	19.49	24.19	28.64	33.39
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	3.47	3.47	3.47	3.47	3.47	3.47
Pension	6.74	1.58	1.76	1.87	2.00	2.13
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
UDPF	0.97	0.42	0.51	0.60	0.97	0.97
Bereavement Fund	0.05	0.05	0.05	0.05	0.05	0.05
Stabil. Fund	2.00	0.73	0.81	1.07	1.35	1.61
Total Package	56.12	22.48	28.16	33.79	39.46	45.08
Ind. Fund	0.34	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Worker Readiness	0.15	0.15	0.15	0.15	0.15	0.15
Total	56.73	23.09	28.77	34.40	40.07	45.69

Transportation Allowance \$0.09 per hour worked

Worker Readiness Training Allowance \$0.11 per hour worked

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "B"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537**

January 1, 2017	WAGE RATES					- Apprentices -				
	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr				
Hourly Rate	38.75	14.51	19.35	24.05	28.50	33.25				
Vac. Pay	10%	10%	10%	10%	10%	10%				
H & W *	3.47	3.47	3.47	3.47	3.47	3.47				
Pension	6.74	1.58	1.76	1.87	2.00	2.13				
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12				
UDPF	1.12	0.57	0.66	0.75	1.12	1.12				
Bereavement Fund	0.05	0.05	0.05	0.05	0.05	0.05				
Stabil. Fund	2.00	0.73	0.81	1.07	1.35	1.61				
Total Package	56.12	22.48	28.16	33.79	39.46	45.08				
Ind. Fund	0.34	0.34	0.34	0.34	0.34	0.34				
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12				
Worker Readiness	0.15	0.15	0.15	0.15	0.15	0.15				
Total	56.73	23.09	28.77	34.40	40.07	45.69				

Transportation Allowance \$0.09 per hour worked
Worker Readiness Training Allowance \$0.11 per hour worked
Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "B"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537**

May 1, 2017	WAGE RATES				
	Journeyman	1st yr	2nd yr	- Apprentices -	
		3rd yr	4th yr	5th yr	
Hourly Rate	39.04	14.41	19.33	28.60	33.42
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.62	3.62	3.62	3.62	3.62
Pension	6.87	1.63	1.82	1.95	2.23
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	1.37	0.82	0.91	1.00	1.37
Bereavement Fund	0.05	0.05	0.05	0.05	0.05
Stabil. Fund	2.00	0.73	0.81	1.07	1.61
Total Package	56.97	22.82	28.59	40.06	45.76
Ind. Fund	0.40	0.40	0.40	0.40	0.40
Prov. Training	0.12	0.12	0.12	0.12	0.12
Worker Readiness	0.15	0.15	0.15	0.15	0.15
Total	57.64	23.49	29.26	40.73	46.43

Transportation Allowance \$0.09 per hour worked
Worker Readiness Training Allowance \$0.11 per hour worked
Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "B"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537**

May 1, 2018	Journeyman	WAGE RATES				
		1st yr	2nd yr	- Apprentices -		
			3rd yr	4th yr	5th yr	
Hourly Rate	39.58	14.49	24.32	28.91	33.81	
Vac. Pay	10%	10%	10%	10%	10%	
H & W *	3.87	3.87	3.87	3.87	3.87	
Pension	7.02	1.69	2.04	2.20	2.35	
Prov. Training	0.12	0.12	0.12	0.12	0.12	
UDPF	1.37	0.82	1.00	1.37	1.37	
Bereavement Fund	0.05	0.05	0.05	0.05	0.05	
Stabil. Fund	2.00	0.73	1.07	1.35	1.61	
Total Package	57.97	23.22	34.90	40.76	46.56	
Ind. Fund	0.40	0.40	0.40	0.40	0.40	
Prov. Training	0.12	0.12	0.12	0.12	0.12	
Worker Readiness	0.15	0.15	0.15	0.15	0.15	
Total	58.64	23.89	35.57	41.43	47.23	

Transportation Allowance \$0.09 per hour worked
Worker Readiness Training Allowance \$0.11 per hour worked
Note: Stabilization Fund payable on hours earned

APPENDIX "B" Hamilton/Brantford/Niagara Area (cont'd)

Foreman Premium:
3 - 15 men \$3.85 per hour
16 - 25 men \$4.81 per hour
Over 25 men \$5.78 per hour

Shift Work Premium:
Journeyman: \$3.04 per hour

Apprentices: at appropriate percentage
Journeyman: \$3.00 per hour
Apprentices: at appropriate percentage

Travel Allowance:
\$0.54 per km - May 1, 2015

Transportation Allowance:
\$0.09 per hour worked

Worker Readiness Training Allowance: \$0.11 per hour worked

Zone Allowance per day:

Zone	Kms	May 1/15
1	0-25	free zone
2	25-32	\$8.00
3	32-48	\$15.97
4	48-80	\$27.18

For determination of zone, see Clause 17.1

Board Allowance per day worked: \$89.90 - May 1, 2015

Parking:

Employer to secure and/or pay for adequate project parking on all projects within the geographic scope of Local 537 - Hamilton, Niagara and Brantford Areas. Where the employee pays for parking and is entitled to reimbursement, the employer will reimburse the employee no later than the pay period of the following week that receipts and claim are submitted.

Overtime Pay:

X2

X1 1/2 Maintenance Work

Work Week:

36 hours

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Union Dues Promotion Fund** is taxable. For details refer to Local Association.
2. **Confence Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, is included in the hourly rate. It is to be deducted from employees wages after taxes and remitted together with employer's contributions.
3. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.
4. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.
5. **Bereavement Fund** - employer (\$0.02) & employee (\$0.03) funded for each hour worked. To be remitted together with employer's contributions.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.70	35.75	31.31	18.35	14.65
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.47	3.47	3.47	3.47	3.47
Pension	6.74	6.64	6.52	2.87	1.58
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	0.97	0.87	0.87	0.87	0.42
Bereavement Fund	0.05	0.05	0.05	0.05	0.05
Stabil. Fund	2.00	1.93	1.66	0.75	0.73
Total Package	55.92	52.40	47.13	28.32	22.48
Ind. Fund	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12
Worker Readiness	0.15	0.15	0.15	0.15	0.15
Total	56.53	53.01	47.74	28.93	23.09

Transportation Allowance \$0.09 per hour worked

Worker Readiness Training Allowance \$0.11 per hour worked

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537**

January 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.56	35.61	31.17	18.22	14.51
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.47	3.47	3.47	3.47	3.47
Pension	6.74	6.64	6.52	2.87	1.58
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	1.12	1.02	1.02	1.02	0.57
Bereavement Fund	0.05	0.05	0.05	0.05	0.05
Stabil. Fund	2.00	1.93	1.66	0.75	0.73
Total Package	<u>55.92</u>	<u>52.40</u>	<u>47.13</u>	<u>28.32</u>	<u>22.48</u>
Ind. Fund	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12
Worker Readiness	0.15	0.15	0.15	0.15	0.15
Total	<u>56.53</u>	<u>53.01</u>	<u>47.74</u>	<u>28.93</u>	<u>23.09</u>

Transportation Allowance \$0.09 per hour worked

Worker Readiness Training Allowance \$0.11 per hour worked

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537
Revised 03/23/17
Revised 04/06/17**

	WAGE RATES			
	Sheeter/ Decker	Sheeter/ Assistant	Material Handler	Prob. Material Handler
Hourly Rate	38.85	35.86	31.36	18.18
Vac. Pay	10%	10%	10%	10%
H & W *	3.62	3.62	3.62	3.62
Pension	6.87	6.76	6.63	2.94
Prov. Training	0.12	0.12	0.12	0.12
UDPF	1.37	1.27	1.27	1.27
Bereavement Fund	0.05	0.05	0.05	0.05
Stabil. Fund	2.00	1.93	1.66	0.75
Total Package	56.77	53.20	47.85	28.75
Ind. Fund	0.40	0.40	0.40	0.40
Prov. Training	0.12	0.12	0.12	0.12
Worker Readiness	0.15	0.15	0.15	0.15
Total	57.44	53.87	48.52	29.42
Transportation Allowance \$0.09 per hour worked				22.82
Worker Readiness Training Allowance \$0.11 per hour worked				0.40
Note: Stabilization Fund payable on hours earned				0.12
				0.15
				0.15
				23.49

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**HAMILTON/BRANTFORD/NIAGARA AREA
LOCAL UNION 537
Revised 03/23/17
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.40	36.36	31.78	18.34	14.49
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.87	3.87	3.87	3.87	3.87
Pension	7.02	6.90	6.76	3.02	1.69
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	1.37	1.27	1.27	1.27	0.82
Bereavement Fund	0.05	0.05	0.05	0.05	0.05
Stabil. Fund	2.00	1.93	1.66	0.75	0.73
Total Package	<u>57.77</u>	<u>54.14</u>	<u>48.69</u>	<u>29.25</u>	<u>23.22</u>
Ind. Fund	0.40	0.40	0.40	0.40	0.40
Prov. Training	0.12	0.12	0.12	0.12	0.12
Worker Readiness	0.15	0.15	0.15	0.15	0.15
Total	<u>58.44</u>	<u>54.81</u>	<u>49.36</u>	<u>29.92</u>	<u>23.89</u>

Transportation Allowance \$0.09 per hour worked

Worker Readiness Training Allowance \$0.11 per hour worked

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Hamilton/Brantford/Niagara Area (cont'd)

Foreman Premium:

3 - 15 men	\$3.85 per hour
16 - 25 men	\$4.81 per hour
Over 25 men	\$5.78 per hour
Journeyman:	\$3.04 per hour

Shift Work Premium:

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

Irregular Hours Premium:

classifications: at appropriate percentage
\$0.54 per km - May 1, 2015

Travel Allowance:

Transportation Allowance: \$0.09 per hour worked

Worker Readiness Training Allowance:

\$0.11 per hour worked

Zone Allowance per day:

Zone	Kms	May 1/15
1	0-32	free zone
2	32-48	\$15.97
3	48-80	\$27.18

\$89.90 per day worked - May 1, 2015

Board Allowance per day worked:

\$89.90 per day worked - May 1, 2015

Parking:

Employer to secure and/or pay for adequate project parking on all projects within the geographic scope of Local 537 - Hamilton, Niagara and Brantford Areas. Where the employee pays for parking and is entitled to reimbursement, the employer will reimburse the employee no later than the pay period of the following week that receipts and claim are submitted.

Overtime Pay:

X2

X1 1/2 Maintenance Work

Work Week:

40 hours

Show-up Time:

3 hours

2 hours inclement weather

Lay-Off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Union Dues Promotion Fund** is taxable. For details refer to Local Association.
2. **Conferece Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, is included in the hourly rate. It is to be deducted from employees wages after taxes and remitted together with employer's contributions.
3. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.
4. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.
5. **Bereavement Fund** - employer (\$0.02) & employee (\$0.03) funded for each hour worked. To be remitted together with employer's contributions.

Provincial Collective Agreement

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX “C” - KINGSTON

Local Trade Association

**Mechanical Contractors' Association
Kingston Sheet Metal Section**

Local Union

**Local No. 269 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “C” - KINGSTON AREA

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “C”

Local Trade Association:

Mechanical Contractors’ Association, Kingston Sheet Metal Section.

Local Union:

Local No. 269

Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix:

County of Prince Edward; the Townships of Sidney, Thurlow and Tyendinaga in the County of Hastings; the Counties of Lennox and Addington, Frontenac and Leeds; the City of Belleville and the Town of Trenton.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

- 2.1** Apprenticeship applicants will be selected by a Joint Apprenticeship Committee comprised of three delegates from the Mechanical Contractors Association Kingston, Sheet Metal Section, and three delegates from the Local Union 269.
- 2.2** A vote on accepting an apprentice applicant will be the majority vote of the Apprenticeship Committee delegates present at the meeting held for selection.

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

- 3.1 The apprentice applicants selected will be allowed to begin employment when the Local Union Employment List permits, and when the provisions of the Apprenticeship and Tradesmen's Qualification Act have been met.
- 3.2 Apprentices are not permitted to execute any work outside the shop during the first three periods of their apprenticeship unless working with a journeyman member of the local union.

CLAUSE 4 - STEWARDS

- 4.1 The local union will elect or otherwise appoint a steward or stewards for each shop or job as necessary. The employer agrees to recognize the Steward as a representative of his employees and will not discriminate against him in any way for carrying out his union duties.
- 4.2 If an employee has a complaint or grievance he may discuss the matter with his steward and the steward with the employee concerned shall, if the matter is to be pursued, conform with the provisions of the Grievance and Arbitration Procedure (Article 14) set out in the Body of this Agreement.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

- 5.1 Any employer who requests a foreman from the Union Unemployment List shall not be permitted to demote a foreman's rate of pay, which shall be paid to the said employee until six months have elapsed, or the job for which the employee was hired has been completed of all sheet metal workers jurisdiction which was contracted by that employer.

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 immediate employer shall have the right to engage former employees, if available, but otherwise he will accept journeymen or apprentices sent by the Local Union Business Manager. The employer shall contact the union office in the event he is recalling a former employee. After recall the member must pick up a new work permit from the union office before commencing work.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1 When employees are to be laid off, they shall be given at least two hours notice, or pay in lieu thereof. The employer or his representative shall give the local union four hours notice, of which employees are to be laid off, and the employees shall be given their full pay before the end of the last day they are employed, including vacation pay, holiday pay and the Record of Employment. If employees are not paid as above, they shall be paid an additional day's pay, at their regular hourly rate, as waiting time. It shall then be the responsibility of each employee to report to the local union, so his name can be placed on the Unemployment List in the order that they report in.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

Not applicable.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

- 10.1** The regular work week shall consist of four days at eight hours a day from Monday to Thursday inclusive between the hours of 7:00 a.m. and 5:00 p.m., with a one half hour break for lunch between 12:00 noon and 12:30 p.m. and a four hour day on Friday between 7:00 a.m. and 12:00 noon, OR nine hours labour in the shop or on the job between 7:00 a.m. and 5:00 p.m. from Monday to Thursday inclusive.
- 10.2** If on a Friday afternoon between the hours of 12:00 noon and 4:30 p.m. an emergency occurs, the employer may request employees on a project to work, and if the employees work between these hours they shall be paid these hours at their regular hourly rate.

CLAUSE 11 - WORK BREAKS

- 11.1** There shall be a ten minute rest break each morning and afternoon.
- 11.2** With less than 24 hours notice for unexpected overtime, on new construction, for a minimum of four working hours from normal quitting time, from employer or foreman, to the employee, the employee shall be allowed a one hour break and shall be reimbursed up to a maximum of three dollars from the employer to the employee, upon the employee turning in a receipt for the meal.

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** Multiple shift work may be performed at the option of the employer. To constitute multiple shift work, it must be continued for not less than three consecutive regular working days.

- 12.2** The day shift shall be a regular eight hour shift as set out in Clause 10 herein. The second and third shifts shall be paid the shift work premium in addition to the hourly rate.

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** All work performed outside the regular hours set out above shall be paid for at double the regular hourly rate except as otherwise provided for in this Agreement.
- 13.2** All work performed on Saturdays, Sundays or holidays as set out in Article 23 of this Agreement, or days such holidays are observed, shall be paid for at the rate of double the regular hourly rate.
- 13.3** When overtime occurs local union members will be given first choice following the members covered in Article 21.4 of this Agreement

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** Employees who report for work upon direction of the employer, and are not placed at work shall be entitled to three hours pay at the established hourly rate. This provision shall not apply under conditions over which the employer has no control.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

- 15.1** The minimum hourly rate, vacation pay and employer's contributions for journeymen sheet metal workers and apprentices covered by this Agreement when employed by

the employer in the shop or on the job, within the geographic scope of this Appendix, to perform any work specified and/or included in the jurisdictional claims of the Sheet Metal Workers' International Association and/or jurisdictional awards of the Impartial Jurisdictional Disputes Board for the Construction Industry shall be as set out in the applicable Wage Schedules.

15.2 Foremen and Sub-Foremen

Any employee assigned to the job as foreman or as sub-foreman shall be paid the hourly premium set out in the applicable Wage Schedules over and above the minimum hourly rate of a journeyman.

15.3 Apprentices

The hourly rates for apprentices shall be those established under the terms of The Apprenticeship and Tradesmen's Qualification Act.

15.4 Where wages are delinquent and not paid in accordance with Article 27.2, Body of Agreement of the Collective Agreement, a two-hour total package per working day penalty shall apply and continue thereafter until delinquent wages are paid.

15.5 In addition to the terms described in Article 27.2, Body of Agreement of the Collective Agreement, the employer may, at its discretion, elect to pay employee wages by direct deposit into an employee account at a bank of the employee's choice. All other terms of Article 27, Body of Agreement of the Collective Agreement shall apply.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

16.1 The manner of paying the vacation and holiday pay is subject to approval under the Employment Standards Act.

For every day the vacation and holiday pay is late, an additional one hour's pay shall be added to the amount due.

- 16.2** The period of taking vacation shall be subject to mutual agreement of the employer and the employee concerned.

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Free Zone

Free zone boundaries shall be twenty-five (25) kilometres radius from City Hall in Kingston, Belleville and Brockville.

- 17.2** Employees based in the cities of Kingston, Belleville and Brockville shall provide their own transportation to the shop or job located within the free zone boundaries of their base city and/or base shop. (The preceding shall exclude an on site shop.)

When employed on a job beyond the free zone boundary, employees providing their own transportation shall receive travel allowance to and from the job for all kilometres beyond the free zone boundary up to the equivalent of board allowance.

When the travel allowance calculation exceeds the board allowance per day, the employee will receive the board allowance for each day worked.

- 17.3** If a holiday occurs during the period of his absence, the Board Allowance referred to above will be paid, provided the employee works the working day previous to and following the holiday.
- 17.4** Expenses as set out above, shall be indicated on the employees' pay cheques as separate items.

17.5 Employees covered by this Agreement shall not be permitted or required, as a condition of employment, to furnish the use of an automobile, or other conveyance, to transport men, tools, equipment, or materials from shop to job, from 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 or job to home at quitting time.

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 269 Health and Welfare Fund, Pension Fund, Provincial Training Trust Fund, Recreation Fund, Stabilization Fund and to the Industry Fund, including payment for Local Training Fund, for every employee covered by this Agreement the amounts set out in the applicable Wage Schedules.

18.2 Payment

The payment of employer's contributions shall be made in a lump sum to the Administrator by the 15th day of the month following that in which the hours were worked.

Note: Detailed information on contributions and monthly report forms may be obtained from the local union or from the local trade association.

18.3 Local Training Fund

Each employer shall pay the amount included in the contributions of Clause 18.1, for each hour worked or part thereof by each employee covered by this Agreement and remit said amount to the Administrator as provided for in Clause 18.2.

Each employer shall deduct from the pay of each employee covered by this Agreement the amount set out in the applicable Wage Schedules for each hour worked or part thereof and remit said amount to the Administrator in the same manner outlined in Clause 18.2

The Administrator shall forward the employer's payment and part of the employee's deduction provided for above to the Local Apprenticeship Committee. The remaining balance of the employee's deduction shall remain with the Administrator and kept in a special training fund for apprentices and journeymen for the sheet metal industry, under the sole control of Local Union 269. All as set out in detail in the applicable Wage Schedules.

The Training Fund shall be used only for the purposes of developing and training apprentices and journeymen for the sheet metal industry.

In the event that either of the above mentioned training funds is discontinued, the monies shall revert respectively to the local union and the local association, but shall be used solely for the purposes of developing and training apprentices and journeymen for the sheet metal industry.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

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.

CLAUSE 20 - DUES DEDUCTIONS

20.1 The employer shall deduct monthly union dues, in an amount as per the local union's Constitution and By-Laws, from the pay of each employee covered by this Agreement, and

remit same to the Financial Secretary-Treasurer of the local union, no later than the last day of the month for which dues were collected, together with a list of employees from whom deductions were made. It will then be the responsibility of the local union to ensure the distribution of the receipts.

- 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.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "C"

**KINGSTON AREA
LOCAL UNION 269**

June 13, 2016

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	37.08	15.65	19.47	22.81	25.93	29.36
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	2.00	2.00	2.00	2.00	2.00	2.00
Pension	9.30	3.50	4.20	5.40	6.90	8.00
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Package	55.21	25.83	30.74	35.61	40.54	45.42
Ind. Fund	0.41	0.41	0.41	0.41	0.41	0.41
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.74	26.36	31.27	36.14	41.07	45.95

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "C"

**KINGSTON AREA
LOCAL UNION 269
Revised 04/06/17**

May 1, 2017	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
Journeyman			3rd yr	4th yr	5th yr
Hourly Rate	15.86	19.73	23.14	26.29	29.80
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.00	2.00	2.00	2.00	2.00
Pension	3.60	4.35	5.55	7.10	8.20
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Package	26.17	31.17	36.12	41.14	46.10
Ind. Fund	0.44	0.44	0.44	0.44	0.44
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	<u>26.73</u>	<u>31.73</u>	<u>36.68</u>	<u>41.70</u>	<u>46.66</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "C"

**KINGSTON AREA
LOCAL UNION 269
Revised 04/06/17**

May 1, 2018	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
Journeyman			3rd yr	4th yr	5th yr
Hourly Rate	16.09	20.05	23.55	26.65	30.25
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.00	2.00	2.00	2.00	2.00
Pension	3.75	4.50	5.70	7.40	8.50
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Package	26.57	31.67	36.72	41.84	46.90
Ind. Fund	0.44	0.44	0.44	0.44	0.44
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	27.13	32.23	37.28	42.40	47.46

Note: Stabilization Fund payable on hours earned

APPENDIX "C" Kingston Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Journeyman: \$2.94 per hour

Apprentices: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

To a maximum set out as Board Allowance

Zone Allowance per day:

Free Zone: 25 kilometres from City Hall in Kingston, Belleville and Brockville

Board Allowance per calendar day:

\$88.86 - May 1, 2015

Overtime Pay:

X2

Emergency Work Hours:

Friday afternoon 12:00 - 4:30 at regular rate

Work Week:

36 hours

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Local Training Fund.** Employer's payment of \$0.05 is included in Industry Fund.
2. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Local Training Fund** of \$0.05 are included in the hourly rate. They are to be deducted from employees wages after taxes and remitted together with employer's contributions.
3. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.
4. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**KINGSTON AREA
LOCAL UNION 269**

June 13, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	37.08	28.45	23.46	17.23	15.65
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.00	2.00	2.00	2.00	2.00
Pension	9.30	8.00	5.40	4.20	3.50
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Package	55.21	44.42	36.33	28.27	25.83
Ind. Fund	0.41	0.41	0.41	0.41	0.41
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.74	44.95	36.86	28.80	26.36

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**KINGSTON AREA
LOCAL UNION 269
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	37.58	28.89	23.83	17.48	15.86
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.00	2.00	2.00	2.00	2.00
Pension	9.60	8.20	5.55	4.35	3.60
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Package	56.06	45.10	36.88	28.70	26.17
Ind. Fund	0.44	0.44	0.44	0.44	0.44
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	56.62	45.66	37.44	29.26	26.73

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**KINGSTON AREA
LOCAL UNION 269
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.13	29.35	24.28	17.80	16.09
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.00	2.00	2.00	2.00	2.00
Pension	10.00	8.50	5.70	4.50	3.75
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Package	57.06	45.90	37.53	29.20	26.57
Ind. Fund	0.44	0.44	0.44	0.44	0.44
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	57.62	46.46	38.09	29.76	27.13

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Kingston Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Journeyman: \$2.94 per hour

Other classifications: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Other classifications: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

To a maximum set out as Board Allowance.

Zone Allowance per day:

Free Zone: 25 kilometres from City Hall in Kingston, Belleville and Brockville.

Board Allowance per calendar day:

\$88.86 - May 1, 2015

Overtime Pay:

X2

Emergency Work Hours:

Friday afternoon 12:00 - 4:30 at regular rate

Work Week:

36 hours

Show-up Time:

3 hours

2 hours inclement weather

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Local Training Fund.** Employer's payment of \$0.05 is included in Industry Fund.
2. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Local Training Fund** of \$0.05 are included in the hourly rate. They are to be deducted from employees wages after taxes and remitted together with employer's contributions.
3. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.
4. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.

Provincial Collective Agreement 2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX "D" - LONDON AREA

Local Trade Association

**London Sheet Metal
Contractors' Association**

Local Union

**Local No. 473 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “D” - LONDON AREA

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “D”

London Area

Local Trade Association:

London Sheet Metal Contractors’ Association

Local Union:

Local No. 473

Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic Scope of this Appendix is:

The Counties of Bruce - Elgin - Huron - Middlesex - Oxford, excluding the Townships of North Norwich; South Norwich; East Oxford; Blenheim; Blandford and East Zorra; Perth, including the City of Stratford but excluding the Townships of South Easthope; North Easthope; Ellice, Mornington, Elma and Wallace.

Note: The City of Stratford is included in above geographic scope.

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, unless working with a journeyman member of Local 473.
- 3.2** All new apprentices will obtain a referral slip from Local 473 Union Office before starting to work, and will make out the

necessary applications for Local 473 Welfare Plans for future membership in the Union.

- 3.3** All sheet metal apprentices shall register for and attend regularly sheet metal night school classes for each period of their apprenticeship as may be required by the Joint Apprenticeship Committee. Apprentices attending day school classes may be exempt from attending night school if granted permission by the Joint Apprenticeship Committee. Any apprentice who fails to register for and attend regular sheet metal night school classes, except those who have been exempted, will appear before the Joint Apprenticeship Committee to give reason why he should not be suspended from his apprenticeship.
- 3.4** All apprentices at the time of initial employment shall be provided with a new safety hat by their employers.

CLAUSE 4 - STEWARDS

- 4.1** The local union may appoint, and the employer shall recognize, a steward for a shop or job. The employer and/or site representative shall be notified in writing of the name of the steward when the appointment becomes effective. The steward shall be recognized as the representative of the local union for the shop or job on which he is working, and no discrimination shall be shown against him for carrying out his union duties. He shall not be laid off, transferred, or discharged by reason of his executing his duties and responsibilities as a steward.
- 4.2** It shall be the duty of a steward to observe conditions of employment, and the conduct of the local union members, to the end that the duties and obligations of members to their local union and the provisions of this Agreement are complied with.

4.3 He shall assist when required in adjusting differences or misunderstandings which might arise out of the interpretation, application or alleged violation of this Agreement.

4.4 He shall police the jurisdiction of his local union.

It is understood and agreed that stewards have their regular work to perform for which they are being paid by the employer, and that they will not unduly absent themselves from this work to investigate any complaints or alleged violations of this Agreement, or to perform any of the aforementioned duties. A steward shall notify the superintendent or foremen on the job when practicable before absenting himself from his work area to perform these duties, and he shall report to such superintendent or foreman upon his return to his regular work.

4.5 The shop and job steward shall not be laid off prior to the manpower requirements being reduced to three unionized employees, excluding foremen.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

5.1 Any employer who hires sheet metal workers shall assign a sheet metal foreman for a sheet metal crew.

5.2 Journeymen acting as a foreman on a job site on jobs not exceeding four days in duration, in charge of two (2) or more journeymen, shall be paid at the applicable foreman's hourly rate (Premium "A").

5.3 Journeymen acting as a foreman in a shop, in charge of two to ten (2-10) unionized employees, shall be paid at the applicable foreman's hourly rate (Premium "A").

5.4 Journeymen acting as a foreman on a job site, in charge of three to ten (3-10) unionized employees, shall be paid at the applicable foreman's hourly rate (Premium "A").

- 5.5 Journeymen acting as a foreman on a job site or in a shop, in charge of eleven to twenty (11-20) unionized employees, shall be paid at the applicable foreman's hourly rate (Premium "B").
- 5.6 Journeymen acting as a foreman on a job site or in a shop, in charge of more than twenty (>20) unionized employees, shall be paid at the applicable foreman's hourly rate (Premium "C").

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 agrees that where possible he will notify the union office of his manpower requirements in advance, so that the union office may take the necessary action to meet the employer's manpower requirements.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1 When an employee is laid off he shall receive two hours notice. At the time of lay-off he shall either be paid in full or the employer shall send such wages together with the Record of Employment to the employee's last known address by registered mail within 24 hours (one working day). Saturdays, Sundays and recognized holidays are not counted in the 24 hour period. Should the employer fail within one working day to pay the employee, then waiting time during the normal working hours at the regular hourly rates shall be paid to the employee until he receives his Record of Employment and pay in full.

8.2 Voluntary Termination or Discharge for Cause

An employee who voluntarily terminates his employment or who is discharged for cause will have his final pay including his Record of Employment sent registered mail to his last known address on record with the employer within five (5) working days of termination or discharge.

8.2.1 Employers shall not hold meetings with employees on matters which may result in discipline or discharge without a steward or union representative being present.

8.3 When apprentices are laid off, the apprentice with the least amount of hours will be laid off first. When apprentices are laid off, no new apprentice will be dispatched until all laid off apprentices are hired in reverse order of layoff (ie. higher seniority goes first).

8.4 Notwithstanding Clause 8.3, the seniority provisions for layoff and hire shall not apply to apprentices who are employed for a period of ninety (90) calendar days or less, or apprentices who have not obtained a certificate of qualification within ninety (90) calendar days after completion of the natural term of their apprenticeship program.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

Not applicable.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

10.1 Hours of work shall consist of 36 hours per week in two work periods. The first work period to commence at 7:30 a.m. Monday for four days of nine hours each and ending Thursday at 5:00 p.m. The second work period will commence Tuesday at 7:30 a.m. and end Friday at 5:00 p.m. with one half hour for lunch. The regular starting location for all projects and

work sites shall be one common designated location at 7:30 a.m.

- 10.2** If a holiday as set out in this Agreement falls during the normal work week all work periods shall consist of a four day week. However, depending on shift worked, the fourth day shall be voluntary, payable at straight time.

CLAUSE 11 - WORK BREAKS

- 11.1** Work breaks will be of ten minutes duration and take place at approximately 10:00 a.m. in the morning and 2:30 p.m. in the afternoon.
- 11.2** The time of these work breaks to be determined by the project superintendent or job foreman. Employees will not leave their immediate work area during these breaks, nor will they line up at coffee wagons. In every case where practical, an apprentice shall be delegated to collect and distribute these refreshments.
- 11.3** On projects having five (5) or more men, a properly heated sheltered area will be provided for work breaks.

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** Shift work may be worked when required by the terms of the employer's contract. It is agreed and understood that shift work shall comprise of at least two separate working shifts in any 24 hour period.
- 12.2** Shifts may be worked between 12:01 a.m. Monday and 12:00 p.m. Friday (midnight) of the same week, but no employee shall be permitted to work on more than one shift in any 24 hours unless he is paid overtime hourly rates. This does not apply when an employee changes from one shift to another.

- 12.3 No employee transferred to shift work shall suffer any monetary loss because of the transfer.
- 12.4 When such a shift system is worked the employees shall be paid the shift work premium in addition to the hourly rate.
- All shifts except day shift shall be paid for their lunch break of 30 minutes.
- 12.5 If any shift consists of more than nine (9) hours an additional break of 30 minutes will be paid for by the employer. Regular hourly rate of straight time on the second lunch break.
- 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 Time and one-half (1.5x) the regular hourly rate will be paid when a member is required to use an employer's vehicle and is unable to arrive back to the shop by the regular quitting time due to having worked up to or after the regular quitting time on the job site, or is to start work prior to the regular starting time.
- 13.2 If an employer's vehicle being used after the regular quitting time suffers a mechanical breakdown, or if driving conditions caused by bad weather prevents an employee returning to the shop at the regular quitting time, such overtime will be paid at the regular hourly rate, and not time and one-half (1.5x).
- 13.3 Two times (2x) the hourly rate shall be paid for all work performed in vehicle assembly plants in excess of the regular hours of work set out in this Appendix and on Saturdays and Sundays and any Holiday set out in Article 23 of the Body of Agreement of the Collective Agreement.

For all other work covered by this Appendix:

- a) time and one-half (1.5x) the regular hourly rate shall be paid for all work performed in excess of the regular hours of work set out in this Appendix and on Saturdays and Sundays, and
- b) two times (2x) the regular hourly rate shall be paid for all work performed on any Holiday set out in Article 23 of the Body of Agreement of the Collective Agreement.

13.4 If an employee is notified that he will be required to continue working for more than two (2) hours past his normal quitting time that day, the employer will provide a free meal to the employee after approximately two (2) hours of overtime worked and for each four (4) hours of overtime worked thereafter. The employee will be allowed thirty (30) minutes paid at the straight time rate to eat each meal at the time directed by the employer. When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period. The employer will supply a hot meal where possible. The above-noted is not applicable to the first nine (9) hours worked on Friday (where the regular work week is Monday to Thursday), Saturdays, Sundays, Mondays (where the regular work week is Tuesday to Friday) and any Holiday set out in Article 23 of the Body of Agreement of the Collective Agreement.

13.5 When an employee has been notified the previous day, no meal will be provided, but the employee will be allowed 30 minutes paid at the straight time rate to eat, at the time directed by the employer.

13.6 A work break not exceeding a 10 minute work stoppage may be taken by an employee at the commencement of overtime, when time off for a meal is not taken. The time of work break will be established by the employer.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** Employees shall receive three (3) hours show-up time at the regular hourly rate when directed by the employer to work on any project, and are unable to work due to weather conditions, lack of materials, or any reason.
- 14.2** Travel expense or Board Allowance shall also be paid where applicable. Employees shall remain on the project for the full three hour period unless they are directed elsewhere, and perform any work requested.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

- 15.1** The minimum hourly rate, vacation pay and employer's contributions for journeymen sheet metal workers and apprentices shall be as set out in the applicable Wage Schedules.

15.2 Foremen

Journeyman, acting as a foreman shall be paid a premium per hour over the journeyman's regular hourly rate as set out in the applicable Wage Schedules.

15.3 Apprentices

Hourly rates for apprentices shall be calculated using the following percentages:

First year	-	40%
Second year	-	50%
Third year	-	60%
Fourth year	-	70%
Fifth year	-	80%

It is the intent of this Appendix, that apprentices' wages will be calculated from a percentage of the journeyman's hourly rate plus Welfare and Pension Plan, with the Welfare and Pension Plan contribution subtracted from the total. The remainder constitutes the apprentice's hourly rate.

15.4 Where wages are delinquent and not paid in accordance with Article 27.2, Body of Agreement of this Collective Agreement, a two-hour total package per working day penalty shall apply and continue thereafter until delinquent wages are paid.

15.5 In addition to the terms described in Article 27.2, Body of Agreement of the Collective Agreement, the Employer may, at its discretion, elect to pay employee wages by direct deposit into an account at a bank of the employee's choice. All other terms of Article 27.2, Body of Agreement of the Collective Agreement shall apply.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Travel and Zones

Travel expense shall be paid to all employees at the rate shown above when supplying their own transportation where travel expense is applicable.

Zone 1:

Zone number one shall be 40 actual kilometres driven from the intersection of highways Two and Four, Dundas and Richmond Streets in the City of London. The allowance shown above shall be paid to employees when directed to job, or job to shop in Zone number one after the initial trip.

Zone 2:

Zone number two shall be that area between the 40 and 56 actual kilometres driven. All employees performing work in this zone shall receive the allowance shown above. Regular working hours shall apply.

Zone 3:

Zone number three shall be that area between the 56 and 80 actual kilometres driven. All employees performing work in this zone shall receive the allowance shown above. Regular working hours shall apply.

Zone 4:

Zone number four shall be that area between the 80 and 96 actual kilometres driven. All employees performing work in this zone shall receive the allowance shown above. Regular working hours shall apply.

All employees who report for work at the beginning of any work shift outside the 40 kilometres and are transferred to another work site shall be paid the mileage allowance shown above per kilometre travelled between work sites in addition to the zone allowance. Travel time shall be paid at the regular hourly rate, plus vacation pay and employer contributions.

In all cases where zone allowance is paid the most direct route shall be used in calculating the mileage.

17.2 Travel and Board

All employees performing work beyond Zone number four, that is 96 kilometres or more from the intersection of Highways Two and Four Dundas and Richmond Streets in

the City of London, shall receive Board Allowance as shown above, plus Travel Allowance at the rate shown above from Dundas and Richmond Streets in the City of London to the project or work site for the initial trip, and the same travel allowance at the end of their work on such a project or work site.

All employees sent to a project or work site beyond the 96 kilometres shall leave Dundas and Richmond Streets in the City of London at 7:30 a.m. on the initial trip. When returning they shall leave the project or work site in time to arrive back at Dundas and Richmond Streets in the City of London by 5:00 p.m. on the final trip. Travel time for such travel shall be paid at the regular hourly rate, plus vacation pay and employer contributions.

Board allowance shall also be paid to all employees when they are unable to work due to job conditions, shortage of materials, weather conditions, providing they have shown up available for work.

In the event the project or work site is 96 kilometres or more from Dundas and Richmond Streets in the City of London all employees shall receive a return trip every four weeks calculated at the above travel allowance.

It is agreed and understood that if an employee voluntarily terminates his employment while working on a project or work site beyond the 96 kilometres from Dundas and Richmond Streets in the City of London, then the employer shall not be required to pay return travel expense or travel time to such an employee.

First week's board allowance shall be paid to all employees within the first week of employment.

17.3 Personal Vehicles

Sheet metal workers and registered apprentices shall not be permitted to, or be required as a condition of employment,

to furnish the use of an automobile, or other conveyance to transport men, company tools, equipment, or material from shop to job, or from job to shop, or from job to job. Facilities for such transportation to be supplied by the employer, and come up to safety standard road worthiness.

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 or job to home at quitting time.

CLAUSE 18 - TRUST FUNDS

Refer to Articles 33, 34 and 35 Body of Agreement

18.1 Employer's Contributions

In addition to the regular hourly rates the employers shall contribute to the Sheet Metal Workers' Local Union 473 Welfare and Pension Plans, 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 employer's contributions shall be paid in a lump sum to the authorized collector for the Local 473 Trust Funds, as designated by the Trustees, no later than the tenth day of the month following the month in which the work was performed.

Note: Detailed information on contributions and monthly remittance forms may be obtained from the Trustees and/or the authorized collector appointed by the said Trustees to administer the Local Union 473 Trust Funds.

18.3 Pension

The rate of hourly pension contributions shall be based on ten percent (10%) of the journeyman's hourly rate, except

that the hourly pension contributions for first and second year apprentices shall be five percent (5%) of the journeyman's hourly rate.

18.4 Employer's Participation

All employers may participate in the Local 473 Welfare Plan on a voluntary basis by paying the premium plus administration fee.

All employers may also register for the Pension Plan and contribute the same monthly amount as a member of Local 473 with the same Pension benefits.

18.5 Stabilization Fund

The Local Trade Association and the Local Union have agreed to establish a Stabilization Trust Fund in accordance with the terms of a Memorandum of Agreement providing for the establishment of a Stabilization Trust Fund dated July 8, 1987, that has been negotiated between the Association and the Union. The Stabilization Trust Fund is funded in such manner and amounts as agreed upon by the Local Union and the Local Trade Association.

18.6 Union Dues Promotion Fund

Each employer shall deduct for each hour or part thereof earned by all employees covered by this Agreement the amount set out in the applicable Wage Schedules and shall remit said amount to the authorized collector for the Local Union 473 Trust Funds in the same manner as outlined in Clause 18.2.

The Authorized Collector shall forward immediately the Union Dues Promotion Fund to Local Union 473, which shall administer this fund and shall supply the necessary forms to be completed by the employer.

Without limiting the generality of the term "Promotion", and without limiting the terms of the Fund, the purpose and

intent of this Fund shall be to make any and all expenditures necessary to improve, promote and assist members in the sheet metal industry. This shall be at the sole discretion of Local Union 473.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

- 19.1** All of the specified work within in addition to the Jurisdictional Awards and Area Practice of the local union which is to be installed within the area covered by this Appendix must have the Union Craft Label attached to all fabricated material brought into the area of the local union either by out-of-town contractors or material purchased by local contractors.
- 19.2** When air balancing is sublet to an independent air balancing contractor, one (1) journeyman sheet metal worker from the local union will be supplied to the air balancing contractor by the sheet metal contractor subletting the work.

CLAUSE 20 - DUES DEDUCTIONS

- 20.1** The employer agrees to deduct union dues from the wages of each of its employees covered by this Agreement, from the first day of each month, the same to be forwarded to the Financial Secretary of the local union no later than the 25th day of the same month, with an accompanying list of the names of the employees and the amounts deducted. Make all cheques payable to Local 473, S.M.W.I.A.
- 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.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "D"

**LONDON AREA
LOCAL UNION 473**

May 16, 2016

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	40.11	13.77	18.54	21.15	25.93	30.63
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	2.86	2.86	2.86	2.86	2.86	2.86
Pension	4.61	2.30	2.30	4.61	4.61	4.61
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.02</u>	<u>1.21</u>	<u>1.51</u>	<u>1.81</u>	<u>2.11</u>	<u>2.42</u>
Total Package	54.73	21.64	27.18	32.66	38.22	43.70
Ind. Fund	0.20	0.20	0.20	0.20	0.20	0.20
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.05	21.96	27.50	32.98	38.54	44.02

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "D"

**LONDON AREA
LOCAL UNION 473
Revised 04/06/17**

May 1, 2017	WAGE RATES				
	Journeyman	1st yr	2nd yr	- Apprentices -	
		3rd yr	4th yr	5th yr	
Hourly Rate	40.44	13.67	18.52	21.16	30.80
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.26	3.26	3.26	3.26	3.26
Pension	4.70	2.35	2.35	4.70	4.70
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.02</u>	<u>1.21</u>	<u>1.51</u>	<u>1.81</u>	<u>2.42</u>
Total Package	55.58	21.98	27.61	33.17	44.38
Ind. Fund	0.23	0.23	0.23	0.23	0.23
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.93	22.33	27.96	33.52	44.73

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "D"

**LONDON AREA
LOCAL UNION 473
Revised 04/06/17**

May 1, 2018	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
Journeyman			3rd yr	4th yr	5th yr
Hourly Rate	13.99	18.93	21.62	26.57	31.44
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.26	3.26	3.26	3.26	3.26
Pension	2.40	2.40	4.80	4.80	4.80
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>1.21</u>	<u>1.51</u>	<u>1.81</u>	<u>2.11</u>	<u>2.42</u>
Total Package	22.38	28.11	33.77	39.52	45.18
Ind. Fund	0.23	0.23	0.23	0.23	0.23
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	22.73	28.46	34.12	39.87	45.53

Note: Stabilization Fund payable on hours earned

APPENDIX "D" London Area (cont'd)

Revised 01/24/17

Foreman Premium:

Premium "A" \$3.85 per hour effective May 1, 2015

Premium "B" \$4.60 per hour effective May 1, 2015

Premium "C" \$5.35 per hour effective May 1, 2015

See Clause 5 in Appendix "D"

Shift Work Premium:

Journeyman: \$3.41 per hour

Apprentices: at appropriate percentage

Journeyman: \$3.15 per hour

Apprentices: at appropriate percentage

Maximum mileage rate allowed by Canada Revenue Agency - \$0.54/km May 1, 2015

Zone Allowance per day:

Zone Km

▲ 1 0-40 free zone

2 40-56 \$15.00 effective May 1, 2016

3 56-80 \$23.50 effective May 1, 2016

4 80-96 \$31.50 effective May 1, 2016

▲After initial trip Travel Allowance per km shall be paid.

Board Allowance per day worked:

\$95.50 per day worked - May 1, 2015

Overtime Pay:

x1 1/2 General

X2 on Holidays

X2 Vehicle Assembly Plants

Work Week:

36 hours

4 days @ 9 hours:

Monday to Thursday or
Tuesday to Friday

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, **Travel Fund** of \$0.05 (\$0.15 effective May 1, 2017) and **Union Dues Promotion Fund** of \$1.43 effective May 16, 2016 (\$1.55 effective May 1, 2017), 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 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**LONDON AREA
LOCAL UNION 473**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.11	30.88	29.14	17.10	13.77
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.86	2.86	2.86	2.86	2.86
Pension	4.61	4.61	4.61	4.61	4.61
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.02</u>	<u>2.42</u>	<u>2.30</u>	<u>1.51</u>	<u>1.21</u>
Total Package	54.73	43.98	41.94	27.91	21.64
Ind. Fund	0.20	0.20	0.20	0.20	0.20
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.05	44.30	42.26	28.23	21.96

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**LONDON AREA
LOCAL UNION 473
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.44	31.05	29.28	17.05	13.67
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.26	3.26	3.26	3.26	3.26
Pension	4.70	4.70	4.70	4.70	2.35
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.02</u>	<u>2.42</u>	<u>2.30</u>	<u>1.51</u>	<u>1.21</u>
Total Package	55.58	44.66	42.59	28.34	21.98
Ind. Fund	0.23	0.23	0.23	0.23	0.23
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.93	45.01	42.94	28.69	22.33

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**LONDON AREA
LOCAL UNION 473
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	41.25	31.69	29.88	17.41	13.99
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.26	3.26	3.26	3.26	3.26
Pension	4.80	4.80	4.80	4.80	2.40
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>3.02</u>	<u>2.42</u>	<u>2.30</u>	<u>1.51</u>	<u>1.21</u>
Total Package	56.58	45.46	43.35	28.84	22.38
Ind. Fund	0.23	0.23	0.23	0.23	0.23
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	56.93	45.81	43.70	29.19	22.73

Note: Stabilization Fund payable on hours earned

APPENDIX "A" London Area (cont'd)

Revised 01/24/17

Foreman Premium:

Premium "A" \$3.85 per hour effective May 1, 2015

Premium "B" \$4.60 per hour effective May 1, 2015

Premium "C" \$5.35 per hour effective May 1, 2015

See Clause 5 in Appendix "D"

Shift Work Premium:

Journeyman: \$3.41 per hour

Other

classifications: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.15 per hour

Other

classifications: at appropriate percentage

Travel Allowance:

Maximum mileage rate allowed by Canada Revenue Agency - \$0.54/km May 1, 2015

Zone Allowance per day:

Zone	Km	
▲ 1	0-40	free zone
2	40-56	\$15.00 effective May 1, 2016
3	56-80	\$23.50 effective May 1, 2016
4	80-96	\$31.50 effective May 1, 2016

▲ After initial trip Travel Allowance per km shall be paid.

Board Allowance per day worked:

\$95.50 per day worked - May 1, 2015

Overtime Pay:

- x1 1/2 General
- X2 on Holidays
- X2 Vehicle Assembly Plants
- 36 hours
- 4 days @ 9 hours: Monday to Thursday or Tuesday to Friday
- 3 hours
- 2 hours inclement weather
- 2 hours notice
- Yes

Work Week:

Show-up Time:

Lay-off:

Union Dues Deduction:

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, **Travel Fund** of \$0.05 (\$0.15 effective May 1, 2017) and **Union Dues Promotion Fund** of \$1.43 effective May 1, 2016 (\$1.55 effective May 1, 2017), 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 2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX "E" - OTTAWA

Local Trade Association

Mechanical Contractors Association

Ottawa Sheet Metal Section

Local Union

Local No. 47 Sheet Metal Workers'

International Association



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “E” - OTTAWA AREA

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “E”

Local Trade Association:

Mechanical Contractors Association Ottawa Sheet Metal
Section

Local Union:

Local No. 47
Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

The City of Ottawa;

The Counties of Carleton, Dundas, Glengarry, Grenville, Lanark, Prescott, Renfrew, Russell, Stormont, and that part of the County of Nipissing South of a line from Mattawa on the Quebec border to the Northwest corner of Boyd Township; Southwest to the Northwest corner of Paxton Township.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

- 2.1** In order to ensure that a sufficient number of properly trained craftsmen are available to meet the demands of the industry, a Joint Apprenticeship Committee, consisting of an equal representation of both Parties to this Agreement will review from time to time and make recommendations to the Ministry of Training, Colleges and Universities and/or the Ontario College of Trades with respect to the ratio of apprentices to journeymen, also apprentices eligibility, qualifications, training, examinations and certification to assist the industry and complement the regulations of the Apprenticeship Act.

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

- 3.1** The ratio of apprentices will apply to job or project and when a lay-off takes place, apprentices shall be laid off and the same ratio be maintained as when apprentices are being employed.
- 3.2** The employer recognizes the necessity of enforcing a policy of rotation of apprentices and will endeavour to give a variety of work to the apprentices. The employer further agrees that in the event the local union has given notification that the employer is in default, the local union shall have the right to remove the apprentice and place the apprentice with another firm that is willing to adhere to a rotation and variation policy. The rotation referred to is rotation within the employer's company.

CLAUSE 4 - STEWARDS

- 4.1** The employer agrees to the appointment of a union steward by the business representative on jobs or in shops where three or more journeymen are working. The local union will notify the employer or his site representative in writing the name of the steward at the time the appointment becomes effective. On the same day as the appointment is made, the local union will send a letter to the employer's office confirming the details of the appointment.
- 4.2** In the event of lay-off, stewards shall have seniority where all other qualifications are relatively equal. The steward will not be dismissed without discussion with the business representative.
- 4.3** If willing to work, the steward will have preference to work on all overtime.
- 4.4** The employer agrees under no circumstances will the steward be transferred to another project without the approval of the

business representative of the local union unless the project is terminated.

4.5 Duties of Union Stewards

- (a) to properly execute his dual duties as tradesman and steward.
- (b) to investigate complaints brought to him, by Local 47 members under his stewardship.
- (c) to report any apparent violation of a Clause of the Agreement or of Labour Legislation to management-appointed project supervisor and to the Local Union 47 business representative.
- (d) to instruct Local Union 47 members involved of the proper procedures by which the problems will be solved within the terms of the Agreement and the Labour Legislation.
- (e) to advise Local Union 47 members involved of the progress made at each step in the solution of the problem.
- (f) when an alleged violation or complaint is brought to the steward's attention he shall where practical and as soon as possible notify his foreman it being understood that he will not unduly absent himself from his work.
- (g) the steward shall be allowed to keep a record of the workers, hired, laid off, or discharged. All employees must be introduced as soon as possible to the steward on the first day of employment.

4.6 Procedures

- (a) When a complaint is brought to him, he will advise his foreman as soon as practical, that he is investigating a complaint, and he will carefully determine the actual facts involved, taking as little time as possible from his regular work.

- (b) If he is satisfied that no Clause of this Agreement or of Labour Legislation has been violated, he may discuss the complaint with the project supervisor to see if more satisfactory conditions can be arranged.
- (c) If he finds reason to believe that this Agreement or the Labour Legislation is being violated, he must report his finding to both the project supervisor and the business representative preferably in that order, so that the supervisor has the opportunity to solve the problem immediately.
- (d) The project supervisor and the business representative will solve the problem together, or take it to the employer's top management, who will either solve it or launch a grievance to the Local Joint Conference Board, so that the problem will be solved by the method prescribed in this Agreement.
- (e) The project supervisor and the business representative will report their progress and the next steps to be followed to the steward, who will in turn advise the men involved, similarly, the project supervisor and the business representative will keep the steward advised of progress made at each subsequent step of the procedure, so that the steward can keep the men involved informed.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement and Clause 15 of this Appendix.

CLAUSE 6 - SENIOR JOURNEYMEN

Refer to Article 21.2 Body of Agreement

CLAUSE 7 - HIRING PROCEDURE

Refer to Article 21 Body of Agreement

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1** In the event of lay-off the employer agrees to give a minimum of eight hours notice to the local union office. No employee shall be laid off in the first four hours of any working day. On any lay-off after the initial four hours, the employer agrees to pay two hours severance pay to the employee.
- 8.2** If at severance the employee has not received payment in full he shall be paid four additional hours for time lost and the inconvenience entailed in obtaining them for himself.
- 8.3** If all monies are not available by 11:00 a.m. of the next regular working day he shall be paid by the defaulting employer as though steadily employed from the time of severance until the monies and severance pay are available.
- 8.4** In addition to all monies owing him, the employee shall receive the following documents:
- (a) Record of Employment
 - (b) Certification of hours to the apprentice

When the ROE is filed electronically with Service Canada, the employee will only be provided a copy of the Record of Employment upon request.

- 8.5** In the event of a lay-off on a project or in the shop, members employed from sister locals will be the first laid off.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

Not applicable.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

- 10.1** All sheet metal workers and registered apprentices shall be on the job or in the shop with the approved “Kit of Tools” or

portion of them necessary to do the assigned work in order to commence work at the regular starting time.

- 10.2** The regular working day shall consist of eight hours labour in the shop or on the job between 7:00 a.m. and 5:00 p.m. from Monday to Thursday inclusive and four hours between 7:00 a.m. and 11 a.m. on Friday.

OR nine hours labour in the shop or on the job between 7:00 a.m. and 5:00 p.m. from Monday to Thursday inclusive.

Once a project specific work week is established, changes may only be made by mutual agreement of the employer and the local union.

- 10.3** Flexible starting and finishing times may be established by mutual agreement of the employer and the local union where job location and/or circumstances and/or weather conditions require the scheduling of different starting and end of day times.

- 10.4** The regular working week shall consist of four consecutive eight hour days in the shop or on the job, beginning Monday and ending Thursday and one four hour day on Friday or four consecutive nine hour days in the shop or on the job, beginning Monday and ending Thursday.

- 10.5** All full time or part time labour performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement.

- 10.6** The lunch period shall be one hour or half hour period as mutually agreed upon.

CLAUSE 11 - WORK BREAKS

- 11.1** Two work breaks shall be recognized in the shops and on all projects during regular working hours. These work breaks shall be of ten minutes duration and take place at approximately 10:00 in the morning and 2:30 in the afternoon. The time of these work breaks are to be determined by the project

superintendent or the job foreman. Work break periods are to be taken at the employees' work stations where conditions permit. Employees will not line up at coffee wagons. In every case where practical, a person shall be delegated to collect and distribute refreshments. The employer agrees that all employees working in a shop will have access to a lunch room where available during both morning and afternoon work breaks.

- 11.2** During shift work, overtime or irregular time, the same conditions shall apply.

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** When it is necessary, by virtue of the urgent nature of a project or particular working conditions stipulated in a contract, shift work may be arranged in a shop or on a job. To qualify as shift work the following conditions must exist:

- (a) at least two shifts must be worked in a 24 hour period.
- (b) shifts must be worked for a minimum of three days duration. Such shifts may be worked between 12:00 midnight Sunday and 8:00 a.m. Saturday of the same week. No employee shall be permitted to work on more than one shift in one 24 hour period.

Employees shall not be permitted to work more than four eight hour shifts from Monday to Thursday inclusive or more than one four hour shift on Friday unless overtime rates prevail. All shift work performed between 8:00 a.m. Saturday and midnight Sunday shall be paid for at the rate of double time.

When such a shift system is worked, the employees shall be paid the above premium in addition to the hourly rate.

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** The employee shall receive no remuneration during the holidays set out in Article 23 of the Body of this Agreement unless he performs work for which he shall be paid double time.
- 13.2** All overtime work shall be paid at double the hourly rate and with the permission of the Advisory Board of the Industrial Standards Act, or the local union.
- 13.3** All employees required to work overtime of over two hours above the normal working hours on construction or in a shop, will receive three dollars and sufficient time off without pay to eat a meal.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** Men reporting for work at shop or job site and no work available at shop or job site at normal starting time shall be paid three hours wages unless previously advised by the employer or his representative not to report. To qualify for this pay in the shop or job site, the employee must carry out any assigned work on the job site or in the shop for the three hour period unless released by the employer.
- 14.2** The same conditions shall apply to Premium and Shift Work Clauses.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

15.1 Journeymen and Apprentices

Refer to applicable Wage Schedules.

15.2 Foremen

All employees assigned as foremen, having charge of up to and including five employees, and those assigned as foremen, having charge of six or more employees, shall receive the minimum premium set out in the applicable Wage Schedules over and above the minimum journeyman hourly rate.

15.3 Apprentices

The Union and Management agree that for all purposes of this Agreement an “apprentice” is a person serving apprenticeship in accordance with the provincial regulations. He shall be a member of Local Union 47; and he shall be paid according to the Act (40, 50, 60, 70 and 80 percent of the journeyman’s hourly rate in the successive training periods) as set out in the applicable Wage Schedules. Once his prescribed apprenticeship term has been completed, and his provincial certificate has been obtained, he is a journeyman in the eyes of both the local union and the employer.

15.4 Method of Payment

Wages at the established rates shall be paid by cash before quitting time on Friday, or if by cheque or direct deposit, before quitting time on Thursday each week. If Friday is a holiday, payments in any form will be made before quitting time on Thursday.

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.

- 15.5** Accompanying each payment of wages shall be a separate statement identifying both the Employer and the employee, showing regular hours worked, overtime hours worked, the total earnings, pay period and the amount of each deduction and net earnings. In the event that Direct Deposit is used for payment of wages, the Employer shall provide the above statement to the employee at the end of the regular shift on Thursday by no later than 4:00 pm. In the event that the Employer cannot provide the above statement, it shall be forwarded by registered mail within 48 hours to the employee's last known address recorded with the Employer unless the employee and Union consent to an alternative method of delivery.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

- 16.1** Provided that work is available, when any of the holidays listed in Article 23.1 occurs during a pre-existing regular work week that consists of 4 days of 9 hours an employee may at his or her option choose to work on the weekday that work is not normally performed during that week, and if so the employee shall not be paid a premium for any regular hours worked on that day (this option shall not apply to Christmas Day, Boxing Day and New Year's Day Holidays).
- 16.2** It is further agreed that when working on the nine hour day schedule and a holiday occurs on Monday the working week will be Tuesday through Friday four nine hour days in the shop or on the job at his or her option and if so, the employee shall not be paid a premium for any regular hours worked on that day.

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Free Zone, Ottawa and Cornwall and Pembroke

The free zone for Ottawa shall be the city limits as defined and proclaimed on January 1, 2001. Any work done outside the free zone, both mileage and room and board shall be calculated from a 15 mile (24 km) radius from the intersection of Carling and Preston.

The free zone for Cornwall shall be an area contained within a 15 mile (24 km) radius from the intersection of Pitt and Second Streets. This is applicable to all members or applicants permanently resident within that area.

The free zone for Pembroke shall be an area contained within a 15 mile (24 km) radius from the intersection of Pembroke Street East and McKay Street. This is applicable to all members or applicants permanently resident within that area.

17.2 Travelling Outside the Free Zone

From the free zone boundary to a radius of 161 kilometres measured from the free zone boundary the travel allowance shown above plus travelling time, not to exceed the daily board as shown above shall be paid. Over 161 kilometres radius from the free zone boundary the daily board allowance shown above shall be paid.

- 17.3** Men working over 161 kilometres from the free zone boundary will have their fare and board paid to and from the project at least every 60 calendar days, and will be paid single time for travel up to 9:00 p.m. on their first trip to the site and their final trip from the site.

17.4 Room and Board shall be paid at \$105.00 effective May 1, 2015 per day worked or for each day reported for work.

17.5 Initial Trip to Site

The initial trip to a site which is more than sixteen kilometres outside the free zone boundary and the terminating trip from that site will be paid the travel allowance shown above plus travelling time from the free zone boundary to and from the site.

17.6 Transportation of Employees and Tools

Journeymen sheet metal workers and registered apprentices parties to and recognized under this Agreement, shall not be permitted to furnish the use of an automobile or other conveyance to transport company tools, from shop to job, from job to job, or from job to shop, facilities for such transportation to be provided by the employer; nor required as a condition of employment to furnish the use of motor vehicle or other conveyance.

17.7 Where requested by the employer to do so it shall not be deemed a violation of this Agreement for journeymen sheet metal workers and registered apprentices to carry in their vehicle small hand tools, extension cord and electric drills supplied by the employer.

17.8 Parking

The employer will provide for vehicle parking at no charge to the employee. There will be no walking time payable to and from jobsite. The employer will make every possible effort to provide parking in close proximity to the jobsite to a maximum of 1500m. If the employer cannot provide parking, employees shall, upon presentation of a valid parking receipt, be reimbursed actual expense to a maximum of \$18 per day.

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 47 Welfare Plan, Pension Fund, Local Training Fund, Union Dues Promotion Trust Fund and Provincial Training Trust Fund, Stabilization Fund and to the Industry Fund, for every journeyman sheet metal worker and registered apprentice and for all sheeting and decking classifications in their employ the amounts set out in the applicable Wage Schedules.

18.2 Payment of Employer's Contributions

The payment of employer contributions shall be made monthly in a lump sum by cheque payable to the Trustees of Local Union 47 Trust Funds and forwarded not later than the 15th day of the following month to the administrators.

All amounts paid by the employer to the Local Union 47 Trust Funds shall be in addition to the hourly rates established in this Agreement and in no case shall the employer deduct any such amounts from the employees' wages.

The administrators shall forward immediately the payment for the Union Dues Promotion Trust Fund to Local Union 47.

Note: Detailed information on contributions and monthly report forms may be obtained from the Trustees and/or the Administrators appointed by the said Trustees to administer the Local Union 47 Trust Funds.

18.3 Local Training Fund

Each employer will contribute to the Local 47 Apprenticeship and Journeyman Training Fund the amount set out in the applicable Wage Schedules for each hour worked by each employee and will remit the said amount to the joint trustees

or their administrator as established under the Declaration of Trust Agreement

The local union and the local trade association shall maintain a “Committee of Trustees” to administer the said Local Union 47 Training Fund and such committee shall consist of not less than three trustees appointed or elected by each of the parties.

The Trust Agreement shall establish among other things the duties and responsibilities of the trustees.

In the event that this Training Fund is discontinued for any reason whatsoever, the hourly contributions herein agreed will become part of the hourly wages of the employee on whose behalf they have been formerly contributed.

18.4 Union Dues Promotion Trust Fund

In addition to the wages, travel allowances, welfare and training funds and all other benefits herein set out, each employer will pay on behalf of each employee covered by this Collective Agreement an additional amount as set out in the applicable Wage Schedules for each hour worked by each such employee.

Without limiting the generality of the term “promotion” and without limiting the terms of the relevant Trust Agreement, the purpose and intent of this Trust shall be to make any and all expenditures necessary to promote Local Union 47 journeymen and apprentices of the sheet metal industry and any other matters deemed proper by the trustees in charge of the said Fund.

Local Union 47 has established a “Committee of Trustees” to manage this Union Dues Promotion Trust Fund. The Committee consists of two trustees elected or appointed by Local Union 47.

In the event of this Union Dues Promotion Trust Fund is 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.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

19.1 The terms of this Agreement including this Appendix “E” are hereby recognized and accepted as binding on the Local Trade Association and Local Union No. 47 and shall apply in the manner and under the conditions specified herein including:

- the preparation of all shop and field sketches used in fabrication and erection;

and except:

- the loading and unloading by the employer’s truck driver for transportation purposes only.

The above specified work must be executed within the geographic area of this Appendix, regardless of prevailing wage rates that exist in other areas.

19.2 The employer shall endeavour to procure and embrace on his job, contract and specifications, all sheet metal work, ventilation and air-conditioning work including balancing and all apparatus and equipment required for the complete installation of same.

CLAUSE 20 - DUES DEDUCTIONS

20.1 A check-off system for union initiation fees and dues shall be maintained for the lifetime of this Agreement. The employers shall deduct initiation fees and monthly dues in the amount advised by the Financial Secretary and/or Business Representative of the Union, from the wages of all journeymen sheet metal workers and apprentices in their employ. The employers shall forward the monies so deducted to the designated official of the Sheet Metal

Workers' International Association Local Union 47 together with a list of the names of the employees concerned; this list shall show employees who may be absent, ill, or on workers' compensation, or whose services may have been terminated at the time deductions are made.

- 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** The employer shall deduct on the fourth week of each month and shall remit same no later than the fifteenth day of the following month. Deductions for initiation fees and dues shall commence on submission by local union of a standard check-off authorization.
- 20.4** The local union shall be responsible for distributing the Union Dues Receipts.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "E"

**OTTAWA AREA
LOCAL UNION 47**

June 13, 2016

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	37.50	14.50	18.32	22.13	25.97	29.81
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	3.88	3.79	3.84	3.88	3.88	3.88
Pension	7.66	3.10	3.86	4.62	5.38	6.14
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Local Training	0.38	0.38	0.38	0.38	0.38	0.38
UDPF	1.30	1.30	1.30	1.30	1.30	1.30
Stabil. Fund	1.40	1.40	1.40	1.40	1.40	1.40
Total Package	55.99	26.04	31.05	36.04	41.03	46.01
Ind. Fund	0.49	0.49	0.49	0.49	0.49	0.49
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Total	56.60	26.65	31.66	36.65	41.64	46.62

Regional Adjustment Allowance \$0.05 per hour worked

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "E"

**OTTAWA AREA
LOCAL UNION 47
Revised 04/06/17**

May 1, 2017	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
	Journeyman		3rd yr	4th yr	5th yr
Hourly Rate	38.15	18.65	22.53	26.44	30.34
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.88	3.84	3.88	3.88	3.88
Pension	7.79	3.92	4.69	5.47	6.24
Prov. Training	0.12	0.12	0.12	0.12	0.12
Local Training	0.38	0.38	0.38	0.38	0.38
UDPF	1.30	1.30	1.30	1.30	1.30
Stabil. Fund	1.40	1.40	1.40	1.40	1.40
Total Package	56.84	31.48	36.55	41.63	46.69
Ind. Fund	0.52	0.52	0.52	0.52	0.52
Prov. Training	0.12	0.12	0.12	0.12	0.12
Total	57.48	32.12	37.19	42.27	47.33

Regional Adjustment Allowance \$0.15 per hour worked
Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "E"

**OTTAWA AREA
LOCAL UNION 47
Revised 04/06/17**

May 1, 2018	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
Journeyman			3rd yr	4th yr	5th yr
Hourly Rate	15.06	19.04	22.99	26.98	30.95
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.79	3.84	3.88	3.88	3.88
Pension	3.22	4.00	4.78	5.57	6.36
Prov. Training	0.12	0.12	0.12	0.12	0.12
Local Training	0.38	0.38	0.38	0.38	0.38
UDPF	1.30	1.30	1.30	1.30	1.30
Stabil. Fund	1.40	1.40	1.40	1.40	1.40
Total Package	26.78	31.98	37.15	42.33	47.49
Ind. Fund	0.52	0.52	0.52	0.52	0.52
Prov. Training	0.12	0.12	0.12	0.12	0.12
Total	27.42	32.62	37.79	42.97	48.13

Regional Adjustment Allowance \$0.25 per hour worked

Note: Stabilization Fund payable on hours earned

APPENDIX "E" Ottawa Area (cont'd)

Foreman Premium:

up to & including five employees \$3.75/hr - May 1, 2015
six or more employees \$4.45/hr - May 1, 2015

Shift Work Premium:

Journeyman: \$2.66 per hour

Apprentices: at appropriate percentage

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

\$0.54 per km - May 1, 2015

\$0.05 per hour worked - May 16, 2016

\$0.15 per hour worked - May 1, 2017

\$0.25 per hour worked - May 1, 2018

Zone Allowance per day:

Free Zone: 24 kilometres Ottawa
24 kilometres Cornwall
24 kilometres Pembroke

Board Allowance each day worked or reported for:

\$105.00 - May 1, 2015

Parking:

The employer will provide for vehicle parking at no charge to the employee. There will be no walking time payable to and from jobsite. The employer will make every possible effort to provide parking in close proximity to the jobsite to a maximum of 1500m. If the employer cannot provide parking, employees shall, upon presentation of a valid parking receipt, be reimbursed actual expense to a maximum of \$18 per day.

Overtime Pay:

X2

Work Week:

36 hours

Show-up Time:

3 hours

Lay-off:

8 hours minimum notice to union office, no
lay-off in first 4 hours, 2 hours severance

Union Dues Deduction:

Yes

Notes:

1. **Union Dues Promotion Fund** is taxable. For details refer to Local Association.

2. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, is included in the hourly rate. It is to be deducted from employees wages after taxes and remitted together with employer's contributions.

3. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162 (increase to \$0.10 effective May 1, 2013 - to be reviewed April 30, 2016).

4. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**OTTAWA AREA
LOCAL UNION 47**

June 13, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	37.50	29.10	22.85	16.57	14.43
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.88	3.88	3.88	3.88	3.88
Pension	7.66	6.00	4.75	3.51	3.09
Local Training	0.38	0.38	0.38	0.38	0.38
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	1.30	1.30	1.30	1.30	1.30
Stabil. Fund	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>
Total Package	55.99	45.09	36.97	28.82	26.04
Ind. Fund	0.49	0.49	0.49	0.49	0.49
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	56.60	45.70	37.58	29.43	26.65

Regional Adjustment Allowance \$0.05 per hour worked

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**OTTAWA AREA
LOCAL UNION 47
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.15	29.63	23.27	16.90	14.69
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.88	3.88	3.88	3.88	3.88
Pension	7.79	6.10	4.84	3.58	3.14
Local Training	0.38	0.38	0.38	0.38	0.38
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	1.30	1.30	1.30	1.30	1.30
Stabil. Fund	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>
Total Package	56.84	45.77	37.52	29.25	26.38
Ind. Fund	0.52	0.52	0.52	0.52	0.52
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	57.48	46.41	38.16	29.89	27.02

Regional Adjustment Allowance \$0.15 per hour worked

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**OTTAWA AREA
LOCAL UNION 47
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.93	30.25	23.77	17.28	15.00
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.88	3.88	3.88	3.88	3.88
Pension	7.94	6.21	4.94	3.66	3.20
Local Training	0.38	0.38	0.38	0.38	0.38
Prov. Training	0.12	0.12	0.12	0.12	0.12
UDPF	1.30	1.30	1.30	1.30	1.30
Stabil. Fund	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>
Total Package	57.84	46.57	38.17	29.75	26.78
Ind. Fund	0.52	0.52	0.52	0.52	0.52
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	58.48	47.21	38.81	30.39	27.42

Regional Adjustment Allowance \$0.25 per hour worked

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Ottawa Area (cont'd)

Foreman Premium:	up to & including five employees six or more employees	\$3.75/hr - May 1, 2015 \$4.45/hr - May 1, 2015
Shift Work Premium:	Journeyman: Other classifications: at appropriate percentage	\$2.66 per hour
Irregular Hours Premium:	Journeyman: Other classifications: at appropriate percentage	\$3.00 per hour
Travel Allowance:	classifications: at appropriate percentage	
Regional Adjustment Allowance:	\$0.54 per km - May 1, 2015 \$0.05 per hour worked - May 16, 2016 \$0.15 per hour worked - May 1, 2017 \$0.25 per hour worked - May 1, 2018	
Zone Allowance per day:	Free Zone: 24 kilometres Ottawa 24 kilometres Cornwall 24 kilometres Pembroke	
Board Allowance each day worked or reported for:		\$105.00 - May 1, 2015

Parking:

The employer will provide for vehicle parking at no charge to the employee. There will be no walking time payable to and from jobsite. The employer will make every possible effort to provide parking in close proximity to the jobsite to a maximum of 1500m. If the employer cannot provide parking, employees shall, upon presentation of a valid parking receipt, be reimbursed actual expense to a maximum of \$18 per day.

Overtime Pay:

X2

Work Week:

36 hours

Show-up Time:

3 hours

2 hours inclement weather

Lay-off:

8 hours minimum notice to union office, no lay-off in first 4 hours,

2 hours severance pay

Union Dues Deduction:

Yes

Notes:

1. **Union Dues Promotion Fund** is taxable. For details refer to Local Association.

2. **Confidence Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, is included in the hourly rate. It is to be deducted from employees wages after taxes and remitted together with employer's contributions.

3. *Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162 (increase to \$0.10 effective May 1, 2013 - to be reviewed April 30, 2016).

4. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.

Provincial Collective Agreement 2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

"G" SARNIA

APPENDIX "G" - SARNIA

Local Trade Association

**Sheet Metal Contractors
Association of Sarnia**

Local Union

**Local No. 235 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “G” - SARNIA

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “G”

Local Trade Association:

Sheet Metal Contractors Association of Sarnia

Local Union:

Local No. 235

Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

The County of Lambton.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

- 3.1** All prospective apprentices shall be obtained through the Local 235 Joint Apprenticeship Committee, they shall be members of Local 235 and have a signed referral slip issued from the local union office before being placed to work.
- 3.2** 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 235.
- 3.3** The Windsor Mechanical Contractors Association - Sheet Metal Division and the Sheet Metal Contractors Association of Sarnia agree to the training program of all apprentices set up by the Local 235 Joint Apprenticeship Committee, and

that all apprentices shall become members of Local Union 235.

CLAUSE 4 - STEWARDS

- 4.1** The local union may appoint, and the employer shall recognize stewards. The steward that is appointed shall be a qualified journeyman, capable of performing the regular work in accordance with job or project requirements. In the case of a steward's absence, the local union may appoint an alternate.
- 4.2** The local union will notify the employer in writing the name of the steward when the appointment becomes effective. The steward shall be recognized as the site or job representative of the local union for his employer only, and no discrimination shall be shown against him for carrying out his union duties.
- 4.3** It shall be the duty of the steward to observe conditions of employment and the conduct of the union members, to the end that the duties and obligations of employees to their employer and the provisions of this Agreement are complied with.
- 4.4** The steward shall assist, when required, in adjusting differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement, as it applies to the work force of his employer.
- 4.5** The steward has his regular work to perform for which he is being paid by the employer and will not unduly absent himself from his appointed work to investigate any complaints or alleged violations of this Agreement. He shall confine his activities to matters involved only in the work being done by his employer on the site for which he was appointed as steward.
- 4.6** A steward shall notify the superintendent or his foreman on the job before absenting himself from his work area to

perform these duties, and he shall report to the superintendent or foreman upon his return to his regular work.

- 4.7 The steward will be retained on a project as near as possible to the end of the project.
- 4.8 If willing to work and qualified, the steward will have preference to work on all overtime on a site that has 6 or more employees.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

The formula for these appointments on any job site shall be as follows:

- | | | | |
|---|---|------------------------------|--------------------------------|
| 3 | - | 10 journeymen & apprentices: | one foreman |
| 11 | - | 15 journeymen & apprentices: | one foreman
one sub-foreman |
| 16 and over at the employer's discretion. | | | |

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 Local Union member shall first be hired through the Local Union list system and be referred to work by the Local Union. It is understood that much of the work performed by Local 235 members requires Industrial Education Cooperative Basic Safety Orientation, however not all work requires this training. When a member takes, on their own time, the eight (8) hour B.S.O. the employer agrees to add to the employee's first regular pay period four (4) hours pay or two (2) hours pay for B.S.O. Recertification. The employer has the right to request that a member being dispatched to his employ has

IEC, BSO Certification. The above arrangement applies to members referred to the employer from the Unions' out of work list. The certification of members that are in the employ of the employer shall remain the employer's responsibility.

- 7.2** If a local union member has an unsatisfactory employment history with the said employer, the employer may request an alternate employee instead. Unsatisfactory work record between employer and employee to be sent in writing to local union hall at immediate termination of said employee.
- 7.3** In the event the local union is unable to supply competent tradesmen to meet the employer's requirements within two days (holidays, Saturdays, and Sundays excluded) then the employer may hire competent tradesmen provided they are capable, and have in their possession the Ontario Department of Labour Certificate of Qualification, or have made application to the Ontario Department of Labour to write the qualification examination. Such employees shall have a "request form" signed by the employer and report to the local union who shall issue a referral slip and direct him to the said employer. Such men shall receive the hourly rate and all benefits as stated in this Appendix and shall not be discriminated against in any manner.
- 7.4** 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.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1** In the event of a lay-off the employer shall serve the employee with two hours notice of lay-off. The business agent of the local union shall be given six hours notice from the employer of all impending lay-offs.
- 8.2** When an employee is terminated for other than cause, voluntarily quits or planned lay-off, his pay shall be paid in full, complete with separation papers upon termination. On an unplanned lay-off his pay shall be mailed that same day to his last known address.
- 8.3** Failure to comply with 8.2, a penalty of two (2) hours pay per day of waiting will be paid to the employee excluding Saturday, Sunday and Holidays.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

The purpose of this letter is to confirm the understanding reached between the Association and the Union with respect to the joint request of Local 235, Sheet Metal Workers' International Association and Sheet Metal Contractors Association of Sarnia for an amendment to the Provincial Collective Agreement pursuant to Article 1.4 of said Agreement relating to in-plant work other than new construction.

- 9.1** The Union and the Association hereby confirm that notwithstanding the provisions of this Agreement, the terms of this clause shall apply to "In-Plant Work Other Than New Construction" as follows:

- (a) Employees engaged in service, repair, renovation, revamp and maintenance work in Industrial Plants shall receive ninety-five (95%) percent of the hourly wage rate established in the appropriate Wage Schedules.
- (b) When an employee is required to work in excess of the regular daily hours, Monday to Friday inclusive, on work covered by this clause, he shall be paid overtime at the rate of double (2) the hourly rate established in (a) above.
- (c) Work of this nature performed on Saturdays, Sundays and recognized holidays shall be paid at double (2) the hourly rate established in (a) above.
- (d) The regular work week shall be a forty (40) hour work week.
- (e) No travel time shall be paid when working in Lambton County.
- (f) To qualify for the above rates and conditions an employee must work at least eight (8) hours per day.

Save and except for the foregoing, all other conditions of this Agreement shall apply to this work.

This letter of understanding shall expire on the same date as the Provincial Collective Agreement.

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 7:30 a.m. and 4:00 p.m. Monday through Thursday and four hours on Friday. The regular working week shall be 36 hours or, by mutual agreement between the employer and the local union, two work periods shall consist of first work period to commence at 7:30 a.m. Monday for four (4) days of nine (9) hours each

and ending Thursday at 5:00 p.m. with one half (1/2) hour for lunch. The second work period will commence Tuesday at 7:30 a.m. and end Friday at 5:00 p.m. with one half (1/2) hour for lunch.

- 10.2** By mutual agreement, the starting and quitting times may be varied by 30 minutes.
- 10.3** All full time or part time labour performed during the hours set out above shall be recognized as regular time and paid for at the regular hourly rate set out elsewhere in this Appendix.
- 10.4** When workmen are on outside work and 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, provided the weekly limit of 36 hours is not exceeded thereby. In no case under this provision shall the daily limit be exceeded without the mutual consent of the employer and employees, provided the daily limit is not to be exceeded by more than four hours.
- 10.5** Irregular hours shall not apply. Refer to shift work.
- 10.6** If mutually desired in any individual shop and/or any individual job the regular work week and/or regular work day may be amended if requested changes are mutually agreed to.

CLAUSE 11 - WORK BREAKS

- 11.1** Two work breaks will be recognized on all projects during regular working hours. These work breaks will be of ten minutes duration and take place at approximately 10:00 a.m. and 2:30 p.m. The time of these breaks to be determined by the project superintendent or job foreman. Employees will not leave designated work area on construction site during these breaks, nor will they line up at coffee wagons. In every case where practical, an apprentice shall be delegated to collect and distribute these refreshments. During shift work or overtime, similar conditions shall apply.

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** Shift work may be worked when required by the terms of the employer's contract.
- 12.2** The employer shall not be held responsible for circumstances beyond his control.
- 12.3** Day shift shall be paid for at regular hourly rates, all other shifts shall be paid a shift premium as shown above.
- 12.4** All hours worked in excess of regular hours as stipulated in Clause 10.1 in a 24 hour period shall be paid at double the regular hourly rates. It is agreed that shift premiums shall be paid on hours worked.
- 12.5** For the purpose of this clause only, Saturday will begin at 7:30 a.m. Saturday morning and Sunday will end at 7:30 a.m. on Monday morning.
- 12.6** On Saturday, Sunday or holidays if work starts outside of regular hours as described in 10.1, all hours worked before regular starting time or past regular quitting time shall be paid shift premium.

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** Double the regular hourly rate shall be paid for all work performed in excess of the regular hours of work set out in this Appendix and on Saturdays, Sundays and any of the holidays set out in Article 23 of this Agreement.

- 13.2** When overtime is to be worked then said employee shall be supplied with a hot meal on the job site with a half hour meal break allowed to eat it on the employer's time, after two hours of overtime work has been performed, provided the work day is greater than 10 hours. Further meals will be provided as specified above, each four hours thereafter.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** Three hours pay shall be paid by an employer when an employee reports for work at the employer's shop or job site when work for said employee is not available for following reasons: Job suspended, lack of material, inclement weather. Foremen shall determine said reasons. If a man refuses to go to work upon request of employer, he shall forfeit the three hours show-up time. Employer may request the employees to work inside or under shelter during the three hours waiting time. If an employee is notified by 10:00 p.m. the day previous, that there is no work available for any reason listed above, other than inclement weather, then the employer shall not be obliged to pay the three hours show-up time.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

- 15.1** The hourly rate, vacation pay and employer contributions for journeymen sheet metal workers, registered apprentices, foremen and sub-foremen 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 and Sub-Foremen

An hourly premium rate as set out in the applicable Wage Schedules shall be paid to all journeymen who are appointed as foremen or as sub-foremen, above the journeymen's regular hourly rate. Foreman or sub-foreman to be notified immediately upon demotion.

15.4 Apprentices

Registered apprentices shall be paid the following percentages of the journeyman's hourly rate:

1st term	-	40%
2nd term	-	50%
3rd term	-	60%
4th term	-	70%
5th term	-	80%

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

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Travel Allowance

Members working under the terms of Appendix “G”, when requested to work outside the Sarnia City and Point Edward Limits, shall receive the travel allowance shown above unless transportation is supplied by the employer on the employer’s time.

Zone 1: Free Travel Zone is defined as City of Sarnia and Point Edward, east of the St. Clair River, south to the north side of Bentpath Line, then easterly to Highway No. 21, and north on Highway No. 21 to the junction of Highways No. 402 and 21, then north to Lake Huron on Plympton Sideroad No. 15 including any job or project with direct access off Highway No. 21 or Plympton Sideroad No. 15.

Zone 2: Is remainder of Lambton County and zone allowance shown above will be paid for work in this Zone.

17.2 In the event an employee terminates his employment with the employer, or voluntarily leaves the job site prior to his normal quitting time, daily zone payment will be paid on a prorata basis dependent on the number of hours worked.

17.3 When sent by the employer to supervise or perform work specified in this Appendix outside of the jurisdiction of the local union and within the jurisdiction of another local union affiliated with the Sheet Metal Workers’ International Association, journeymen sheet metal workers covered by this Agreement shall immediately report to the officers or representatives of the local union into whose jurisdiction they have been sent before starting work. All necessary

transportation to start and completion of the job shall be paid by the employer.

17.4 Travelling expenses at the travel allowance shown above shall be paid to an employee on receipt of travel expenses for his initial journey from city limits of Sarnia to the project when he commences work on the project; and his final journey from the project back to the city limits of Sarnia at the termination of his work on the project.

17.5 Board Allowance

Room and board for members sent by the employer to work outside the geographic boundaries of Appendix “G” shall be as shown above for each scheduled work day. If an employer directs an employee to work outside the geographic boundaries of Appendix “G” for less than one week, said employee shall be paid for all reasonable expenses incurred while away from home and such expenses shall not exceed the maximum set out above per week or part of week. The provisions of this Clause shall also apply to all jobs located where no local union of the Sheet Metal Workers’ International Association has jurisdiction and in which case the full terms and conditions of this Appendix shall apply.

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 Health and Welfare Plan, Pension Plan, Stabilization Fund, Provincial Training Trust Fund, Local Training Fund, Health and Safety Training Fund and to the Industry Fund for every employee covered by this Agreement the amounts set out in the Appendix “G” 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 immediately forward the Industry Fund payment to the Sheet Metal Contractors Association of Sarnia 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 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 contributed will be remitted by the Administrator to the Local 235 Joint Apprenticeship Committee once a month.

18.4 Stabilization Fund

The Stabilization Trust Fund shall be funded in such manner as determined by the Local Union and will be solely administered by the Local Union. Each employer shall deduct from the pay of each employee covered by this agreement the amounts set out in the Schedule of Monetary Conditions and remit the same to the Administrator as stipulated in Clause 18.2.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

- 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 working drawings or sketches (including those taken from original architectural and engineering drawings or sketches) used in fabrication and erection.
- 19.2** The above described trade jurisdiction includes all items of work described on which plastics and fibreglass panels are used in lieu of sheet metal.

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 employer shall deduct the amount established by Local Union No. 235 per hour worked from each employee on the payroll as Local Union "Dues Deductions".
- Such Dues shall be remitted to the Local Union Administrator by the fifteenth day of the following month in the same manner as provided for in Clause 18.2 of this Appendix.
- 20.3** The local union shall advise the local association in writing of any changes in the amount of dues deductions at least thirty (30) days in advance of the effective date of any such changes.

20.4 Union Dues Promotion Fund

Each employer shall deduct for each hour or part thereof worked by all employees covered by this Agreement the amount set out in the applicable Wage Schedules and shall remit said amount to the Authorized Collector for the Local Union 235 Trust Funds in the same manner as outlined in Clause 18.2.

The Authorized Collector shall forward immediately the Union Dues Promotion Fund to Local Union 235, which shall administer this fund and shall supply the necessary forms to be completed by the employer.

Without limiting the generality of the term “Promotion”, and without limiting the terms of the Fund, the purpose and intent of this Fund shall be to make any and all expenditures necessary to improve, promote and assist members in the sheet metal industry. This shall be at the sole discretion of Local Union 235.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "G"

**SARNIA AREA
LOCAL UNION 235**

May 16, 2016

WAGE RATES

	Journeyman	1st yr	2nd yr	- Apprentices -			4th yr	5th yr
Hourly Rate	40.15	15.45	19.61	23.69	27.85	31.92		
Vac. Pay	10%	10%	10%	10%	10%	10%		
H & W *	4.00	4.00	4.00	4.00	4.00	4.00		
Pension	6.44	2.47	3.14	3.79	4.45	5.11		
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12		
Bereavement Fund	0.02	0.02	0.02	0.02	0.02	0.02		
Stabil. Fund	2.00	0.80	1.00	1.20	1.40	1.60		
Total Package	56.75	24.41	29.85	35.19	40.62	45.96		
Ind. Fund	0.55	0.55	0.55	0.55	0.55	0.55		
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12		
Apprentice. Fund	0.00	0.40	0.40	0.40	0.40	0.40		
Safety Training	0.15	0.15	0.15	0.15	0.15	0.15		
Total	57.57	25.63	31.07	36.41	41.84	47.18		

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "G"

**SARNIA AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2017

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	40.84	15.72	19.95	24.10	28.32	32.46
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00	4.00
Pension	6.54	2.52	3.19	3.85	4.53	5.19
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Bereavement Fund	0.02	0.02	0.02	0.02	0.02	0.02
Stabil. Fund	2.00	0.80	1.00	1.20	1.40	1.60
Total Package	57.60	24.75	30.28	35.70	41.22	46.64
Ind. Fund	0.60	0.60	0.60	0.60	0.60	0.60
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Apprentice. Fund	0.00	0.40	0.40	0.40	0.40	0.40
Safety Training	0.15	0.15	0.15	0.15	0.15	0.15
Total	58.47	26.02	31.55	36.97	42.49	47.91

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "G"

**SARNIA AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2018	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
			3rd yr	4th yr	5th yr
Hourly Rate	16.04	20.35	24.57	28.87	33.10
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	2.57	3.26	3.93	4.62	5.29
Prov. Training	0.12	0.12	0.12	0.12	0.12
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Stabil. Fund	<u>0.80</u>	<u>1.00</u>	<u>1.20</u>	<u>1.40</u>	<u>1.60</u>
Total Package	25.15	30.78	36.30	41.92	47.44
Ind. Fund	0.60	0.60	0.60	0.60	0.60
Prov. Training	0.12	0.12	0.12	0.12	0.12
Apprentice. Fund	0.40	0.40	0.40	0.40	0.40
Safety Training	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>
Total	<u>26.42</u>	<u>32.05</u>	<u>37.57</u>	<u>43.19</u>	<u>48.71</u>

Note: Stabilization Fund payable on hours earned

APPENDIX "G" Sarnia Area (cont'd)

Foreman Premium:	\$3.85 per hour - May 1, 2015
Sub-Foreman Premium:	\$2.50 per hour - May 1, 2015
Shift Work Premium:	Journeyman: \$3.00 per hour Apprentices: at appropriate percentage
Irregular Hours Premium:	Journeyman: \$3.00 per hour Apprentices: at appropriate percentage
Travel Allowance:	\$0.54 per km - May 1, 2015
Zone Allowance per day:	Zone May 1/15 1 free zone 2 \$16.89
Board Allowance per day worked:	\$86.90 per day worked - May 1, 2015
Overtime Pay:	X2
Work Week:	36 hours
Show-up Time:	3 hours
Lay-off:	2 hours notice
Union Dues Deduction:	Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Union Dues Promotion Fund** of \$1.30 effective May 16, 2016, 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 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SARNIA AREA
LOCAL UNION 235**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.15	31.67	25.34	18.99	15.45
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	6.44	5.06	4.06	3.04	2.47
Prov. Training	0.12	0.12	0.12	0.12	0.12
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Stabil. Fund	<u>2.00</u>	<u>1.60</u>	<u>1.30</u>	<u>1.00</u>	<u>0.80</u>
Total Package	56.75	45.64	37.37	29.07	24.41
Ind. Fund	0.55	0.55	0.55	0.55	0.55
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Total	<u>57.57</u>	<u>46.46</u>	<u>38.19</u>	<u>29.89</u>	<u>25.23</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SARNIA AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.84	32.21	25.78	19.33	15.72
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	6.54	5.15	4.12	3.10	2.52
Prov. Training	0.12	0.12	0.12	0.12	0.12
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Stabil. Fund	<u>2.00</u>	<u>1.60</u>	<u>1.30</u>	<u>1.00</u>	<u>0.80</u>
Total Package	57.60	46.32	37.92	29.50	24.75
Ind. Fund	0.60	0.60	0.60	0.60	0.60
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Total	<u>58.47</u>	<u>47.19</u>	<u>38.79</u>	<u>30.37</u>	<u>25.62</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SARNIA AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	41.64	32.84	26.29	19.73	16.04
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	6.66	5.26	4.21	3.16	2.57
Prov. Training	0.12	0.12	0.12	0.12	0.12
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Stabil. Fund	<u>2.00</u>	<u>1.60</u>	<u>1.30</u>	<u>1.00</u>	<u>0.80</u>
Total Package	58.60	47.12	38.57	30.00	25.15
Ind. Fund	0.60	0.60	0.60	0.60	0.60
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>
Total	59.47	47.99	39.44	30.87	26.02

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Sarmia Area (cont'd)

Foreman Premium:	\$3.85 per hour - May 1, 2015
Sub-Foreman Premium:	\$2.50 per hour - May 1, 2015
Shift Work Premium:	Journeyman: \$3.00 per hour Other classifications: at appropriate percentage
Irregular Hours Premium:	Journeyman: \$3.00 per hour Other classifications: at appropriate percentage
Travel Allowance:	\$0.54 per km - May 1, 2015
Zone Allowance per day:	Zone May 1/15 1 free zone 2 \$16.89
Board Allowance per day worked:	\$86.90 per day worked - May 1, 2015
Overtime Pay:	X2
Work Week:	36 hours
Show-up Time:	3 hours 2 hours inclement weather
Lay-off:	2 hours notice
Union Dues Deduction:	Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, **Union Dues Promotion Fund** of \$1.30 effective May 16, 2016, 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

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX “H” and “I” SAULT STE. MARIE AND SUDBURY AREAS

**Local Trade Association
Mechanical Contractors Association
Sudbury, Sheet Metal Section
Local Union
Local No. 504 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “H” and “I”

SAULT STE. MARIE AND SUDBURY AREAS

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “H” & “I”

Local Trade Associations:

Mechanical Contractors Association Sudbury,
Sheet Metal Section

Local Union:

Local No. 504
Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

1.1 The geographic scope of Appendix “H”, SAULT STE. MARIE is:

SOUTHERN BOUNDARY - International boundary line

NORTHERN BOUNDARY - 49th parallel

WESTERN BOUNDARY - The Eastern limits of the Thunder Bay Region

EASTERN BOUNDARY - A line running North and South at the Easterly limits of Sriker Township.

1.2 The geographic scope of Appendix “I”, SUDBURY is:

The District of: Cochrane, Timiskaming, Nipissing, Sudbury, Parry Sound, Manitoulin Island, Algoma.

WESTERN BOUNDARY - The eastern limits of the district of Thunder Bay. A line running North and South at the Easterly limits of the district of Thunder Bay south from the 49th parallel to the International Boundary line.

NORTHERN BOUNDARY - Starting from the eastern limits of the district of Thunder Bay along the 49th parallel easterly to the Quebec border and includes district of Cochrane south of the 49th parallel.

EASTERN BOUNDARY - The Quebec border from the 49th parallel to Mattawa on the Quebec border.

SOUTHERN BOUNDARY - Part of the district of Nipissing north of a line from Mattawa on the Quebec border to the northwest corner of Boyd Township; Southwest to the Northwest corner of Paxton Township. The district of Parry Sound with the exception of the townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger and Humphries. Manitoulin Island and Algoma district to a line running north from the International boundary to the 49th parallel.

LESS

that geographic area described in Clause 1.1 for Sault Ste. Marie within the terms and conditions of that Appendix “H” shall apply for any work performed therein and not the terms and conditions of Appendix “I”.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

- 2.1** The Sault Ste. Marie and Sudbury Local Joint Apprenticeship and Training Committees shall be made up of two journeymen appointed by Local Union 504 and two members appointed by the relevant local trade association.
- 2.2** The financing of the Local Joint Apprenticeship and Training Committees shall be by the local trade association and Local Union 504.

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

CLAUSE 4 - STEWARDS

- 4.1** A job steward shall be appointed by the business representative or the president of Local Union 504.
- 4.2** It is understood and agreed that job stewards have their regular work to perform, and that they shall be permitted to perform their duties on the job and in no case shall they be discriminated against by the employer for reasons of their responsibility.
- 4.3** A job steward shall be an employee who is a qualified journeyman, capable of performing the regular work in accordance with the job requirements. It shall be the duty of the job steward to make every effort and give every consideration that the provisions of this Agreement are carried out with consideration and fairness to both parties concerned.
- 4.4** A job steward's duties shall pertain only to the particular employer by whom they are employed. Therefore, such job steward shall not interfere with other employers on the job site.
- 4.5** The job steward shall assist, when required, in adjusting the differences or misunderstandings which might arise out of the interpretation, application, or alleged violations of this Agreement. All complaints that cannot be initially adjusted with the employer's representative on the job project, will be referred to the business manager for further action thereon.
- 4.6** The job steward will work all overtime hours that may be in effect on the job site, if willing, and where his qualifications are equal to the work to be performed.
- 4.7** A job steward shall notify the employer's representative before absenting himself from his work area to perform these duties, and he shall report to the employer's representative upon his return to his regular work.

- 4.8** The job steward shall be the last employee retained where his qualifications are equal to the work to be performed, subject to the needs and requirements of the employer, with the exception of foreman and general foreman.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

- 5.1** It is understood and agreed that a journeyman in charge shall be appointed for each trade on all jobs where 9 (nine) or less employees of each trade are employed.

The journeyman in charge shall be one of the 9 (nine) employees employed for each trade.

- 5.2** The employer shall appoint or demote a journeyman in charge to journeyman, or appoint additional journeymen in charge at his discretion, as may be required.

- 5.3** The duties of the journeyman in charge shall include, but not be limited to, laying out work and instructing employees in their duties.

The journeyman in charge shall protect and promote the interests of the employer on the job or in the shop at all times, within the terms of this Agreement.

- 5.4** Should it become necessary to work overtime on any portion of a job or project, the crew or crews performing the job including the immediate man or men in charge, shall work the overtime.

- 5.5** Positions for journeyman in charge shall be offered to members of Local 504 first.

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 Resident employees and/or members shall have preference of employment when hiring in their respective town and/or city with employers bound by this Agreement.
- 7.2 A member or apprentice laid off for a period of 30 calendar days shall be entitled to a recall by the employer who laid him off, providing the recall is done through the union and he receive a referral slip.
- 7.3 The employer may name hire journeyman in charge for all new projects and new shops. When a member transfers from another Local or quits his present employer, he shall wait 30 calendar days before he is name hired as a journeyman in charge.

SUDBURY AREA only

- 7.4 The employer shall have the right to name hire workmen on a 50-50 basis; one man of the employer's choice from the union's out of work list, and one man with seniority from the union's out of work list. A member shall remain on the union out of work list for ten (10) days before he is eligible to be name hired.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1 When an employee is laid off on a regular work day or during shift work he shall receive his pay to date, including the applicable hours pay for that work shift, plus all other applicable benefits.

He shall be paid in full no later than one hour prior to the end of the work day or work shift.

- 8.2 He shall receive with his pay, the following documents:
 - (a) Record of Employment.

- (b) Termination Slip - Each employee on termination of employment shall be issued a termination slip. The employee will not be allowed to register for employment at the union office until termination slip is shown.
- 8.3 When an employee is laid off and does not receive his pay and other applicable benefits he shall be paid waiting time, including applicable benefits at the regular straight time hourly rate for all regular hours until his pay is received.
- 8.4 When such a lay-off is effected when an employee is working overtime or on a Saturday, Sunday or Holiday, his pay, all applicable benefits and other documents mentioned herein shall be sent by registered mail on the next regular work day to his last known address, or as per written instructions from the employee to the employer's representative on the job site.
- 8.5 Notice of lay off shall be given person-to-person as long in advance as it is reasonably possible, but in no case shall the notice be less than two hours. Should the employer fail to give such notice, he shall pay two hours at regular hourly rate. The steward shall also be informed of employees to be laid off, at least two hours in advance.
- 8.6 In the event of lay off or discharge, members employed from sister locals will be the first to be laid off.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

SAULT STE. MARIE AREA

- 9.1 Maintenance does not cover work performed by the employer of a new construction nature. Maintenance shall be defined as any work performed of a renovation, repair, relocation character.
- 9.2 The word "repair" as used in this Appendix is work required to restore by replacement of parts of existing facilities to efficient operating conditions.

- 9.3** The word “renovate” as used in this Appendix is work required to restore by replacement or by revamping of parts of existing facilities to efficient operating conditions.
- 9.4** The term “existing facilities” used within the terms of this Appendix is limited to a constructed unit already completed and this Clause shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premise.
- 9.5** If there is question as to whether the work will be classified as new construction or maintenance representatives of the local union and the employer shall meet to classify the work. If necessary this meeting could be held during the duration of the project. If no decision can be reached the problem of classification shall be referred to the Local Joint Conference Board.

SUDBURY AREA

Not applicable.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

SAULT STE. MARIE AREA

- 10.1** The regular working day on new construction shall consist of eight hours in the shop or on the job between 0700 and 1630, Monday to Friday.

The regular working week shall consist of 40 hours as outlined above and all full time or part time labour performed during the hours specified herein shall be recognized as regular time and paid for at the hourly rates as set out in the applicable Wage Schedules.

The lunch period shall be one hour or one half hour period as mutually agreed upon by the employer and the local union.

10.2 Maintenance (In-Plant Work)

The regular working day shall consist of eight hours labour between 0700 and 1630 or in a period mutually agreed to by the employer and the local union where job location and/or weather conditions require scheduling of different starting and end of day times. The regular working week shall consist of five consecutive eight hour days labour beginning with Monday and ending with Friday of each week. All full time or part time labour performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates as set out in this Appendix.

SUDBURY AREA

10.3 Thirty-six (36) hour week based on the following flex schedule:

- 4 - Nine hour days Monday to Thursday
- or 4 - Nine hour days Tuesday to Friday

In the event that the employer chooses to work 4 days of eight hours, Monday through Thursday and four hours on Friday, these hours shall not be construed as being mandatory and are an exception to the normal work week.

When working on a nine hour day schedule and a statutory holiday as set out in this Agreement occurs during that schedule, the work week shall be changed to allow for a four day work week.

The ordinary hours of labour, Monday to Friday inclusive, will be from 7:30 a.m. to 5:00 p.m. with one half hour off for lunch.

Starting time and quitting time may be changed between the hours of 7:00 a.m. to 5:00 p.m., but only with the consent of both employer and employees.

CLAUSE 11 - WORK BREAKS

11.1 The employer will grant one ten minute rest period in the morning, and one ten minute rest period in the afternoon, from Monday to Sunday, inclusive. These ten minute periods may be taken in the employees' lunchroom.

Rest period shall also apply on any shift and on overtime of more than two hours duration.

11.2 Employees who have completed their regular work day or shift and are required to work overtime, will receive a meal supplied and paid for by the employer. Costs of meals \$12.00 per employee. Meals shall be supplied after the end of two (2) hours of overtime and every four (4) hours thereafter. Time out to be paid by the employer to eat the meal. Time out not to exceed 20 minutes in area designated by journeyman in charge. The employer will grant one (1) ten (10) minute rest period after their regular day or shift and two (2) hours after each meal.

11.3 The employer or the journeyman in charge will arrange the time of the rest period.

If the rest period interferes with the progress of the work, the break may be staggered so that all men will not be stopped at the same time.

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 In the event of it becoming necessary to work shift work on any job, to qualify as a shift job the shift must continue for at least three consecutive days.

All other shift work that may be necessary, of a lesser duration than the three day qualification, shall be paid for at double the applicable hourly rate.

- 12.2** A shift commencing at 8:00 a.m. shall work the regular eight hours for eight hours' pay, at regular hourly rates.

A shift commencing any time between 8:00 a.m. and 7:00 p.m. shall work eight hours and be paid the second shift premium as set out in the applicable Wage Schedules.

A shift commencing any time between 7:00 p.m. and 2:00 a.m. shall work eight hours and be paid the third shift premium as set out in the applicable Wage Schedules.

- 12.3** All shift work performed between Saturday 8:00 a.m. and up to Monday 8:00 a.m. shall be paid as overtime at double the hourly rate.

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

SAULT STE. MARIE AREA

13.1 New Construction

All overtime shall be double time after regular shift, second shift and third shift inclusive of Saturday, Sunday and all holidays as set out in this Agreement. An overtime permit must be obtained from the local union office before any scheduled overtime commences.

13.2 In-Plant Work - Maintenance

All labour in connection with or incidental to work covered by this Appendix, shall be performed within the regular working hours specified herein. When overtime work is required outside of the regular working hours or on holidays specified in this Agreement, employees shall be paid at the

hourly rate of time and one half for all hours worked in excess of the regular 40 hour work week.

When overtime work is required on the second and/or third shift of a shift work operation, employees shall be paid at the hourly rate of time and one half for all hours in excess of 40 hours earned in the regular work week.

SUDBURY AREA

13.3 All hours worked in excess of the regular eight hours per shift shall be paid at double the hourly rate. An overtime permit must be obtained from the local union office before any scheduled overtime commences.

13.4 Emergency Repairs

All overtime work of an emergency nature, where life may be endangered or property damaged, shall be paid for at the regular hourly rate if not more than two hours beyond the regular work hours are required to complete such repairs.

All work beyond the two hours described above including Saturdays, Sundays and Holidays, shall be paid for at double the regular hourly rate.

13.5 The hourly rates shall include all applicable benefits.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

14.1 An employee who reports for work on schedule and is informed that no work is available, shall be paid three hours at his applicable hourly rate and all other applicable benefits if he remains on the job. He may, however, be required to perform other work of his trade as directed by the employer or his representative.

14.2 If any employee has started work and the work cannot proceed, the employee so affected shall receive his applicable hourly rate for the time spent working on the job, but not less

than three hours pay and all other applicable benefits. He may, however, be required to perform other work of his trade as directed by the employer or his representative.

- 14.3** An employee may be instructed by the employer or his representative by phone or verbally not to report to work due to conditions beyond the control of the employer.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

15.1 Journeymen and Apprentices

The minimum hourly rate, vacation pay and employer's contributions for journeymen sheet metal workers and apprentices shall be as set out in the applicable Wage Schedules.

15.2 Foremen and Sub-Foremen

SAULT STE. MARIE AREA

Foremen and sub-foremen shall receive a premium in the amount set out in the applicable Wage Schedules.

SUDBURY AREA

Rates of pay for journeyman in charge shall be above the journeyman's hourly rate by the amount set out in the applicable Wage Schedules.

A journeyman in charge who is in charge of more than one crew shall negotiate his own hourly rate.

15.3 Apprentices

SAULT STE. MARIE AREA

Hourly rates for apprentices as a percentage of the journeyman's hourly rate shall be:

First year	-	40%
Second year	-	50%
Third year	-	65%
Fourth year	-	80%
Fifth year	-	90%

The above rates are a minimum and no apprentice will suffer a cut in pay as a result of this Agreement.

SUDBURY AREA

Hourly rates for apprentices as a percentage of the journeyman's hourly rate shall be:

First year	-	40%
Second year	-	50%
Third year	-	60%
Fourth year	-	70%
Fifth year	-	90%

15.4 Apprentices have to attend or have attended the Sheet Metal Apprenticeship basic training in order to receive the third year wage rate.

15.5 Apprentices have to attend or have attended the Sheet Metal Apprenticeship intermediate training in order to receive the fifth year wage rate.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

SAULT STE. MARIE AREA only

16.1 All employees shall be entitled to, and shall take two weeks vacation in accordance with the regulations for

the construction industry as outlined in the Employment Standards Act.

- 16.2** Any employee who wishes to take more than two weeks vacation shall arrange with his employer for the additional time he desires.

CLAUSE 17 - TRAVEL AND BOARD

SAULT STE. MARIE AREA

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Zone Allowance

When an employee is sent to work on a job site beyond a 24 road kilometre travel limit as measured from City Hall, he shall be compensated as shown above.

When an employee is transferred at the request of the employer during working hours and provides his own transportation he shall be paid his applicable wages while travelling from job to job, plus travel allowance as shown above.

All employees in travel status, as set out above, shall be on the job site and ready to commence work at the regular starting time. They will take their tools with them.

- 17.2** Journeymen sheet metal workers and registered apprentices shall not be required to transport tools, equipment or materials from shop to job, job to job, or job to shop, facilities for such transportation to be provided by the employer, nor required as a condition of employment to furnish the use of an automobile or other conveyance to transport men.

This provision shall not restrict the use of an automobile or other conveyance to transport its owner or personal tools from home to shop or job at starting time and from shop or job to home at quitting time. All transportation referred to in this Appendix shall be sheltered, insured transportation.

17.3 Board Allowance

Where an employee working on a job site beyond the 56 kilometre limit from the City Hall and not returning daily such employee shall be compensated as follows:

- (a) Board allowance at the rate shown above per day worked.
- (b) An employee not in travel status will be paid a transportation allowance equal to the return fare via public transportation plus travel time at the regular hourly rate. This travel time and transportation allowance will be paid upon reporting upon termination and every thirty days for the duration of the project. Travel time allowance not to exceed eight hours in any 24 hour period.
- (c) If zone allowance is paid, Clause 17.1, second paragraph travel allowance will not apply.
- (d) An employee shall be on the job site and ready to commence work at the regular starting time.

17.4 When an employee quits or is discharged for cause, it is agreed travel allowance and/or zone allowance shall cease forthwith.

SUDBURY AREA

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.5 Mileage within the 80 kilometre limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins.

Employees working on jobs that are beyond a thirty-two (32) kilometre radius and up to eighty (80) kilometre limit from the cities of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins Federal Post Office Buildings, will be paid a travel allowance as shown above.

Kilometres travelled to be calculated starting at the Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins Federal Post Office Buildings. This applies to and from the job site and is to be travelled on the employees time.

17.6 Travel Time and Expenses Outside the 80 Kilometre Limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins.

On jobs beyond the 80 kilometre limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins, where members are sent out to work from whence they do not return daily, shall be paid regular hourly rates as set out in the applicable Wage Schedules up to a maximum of eight hours per day travelled. Cost of travelling to and from Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins and the job site shall be paid by the employer in accordance with hourly rates as set out above on numbered highways.

This travelling and travel time shall be paid every 30 calendar days whether or not the workman actually returns to Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins. If men leave the job of their own volition within 30 days, transportation and travelling time returning to Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins may be withheld.

On jobs outside the 80 kilometre limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins where employees are required to travel to and from the job site and their place of accommodation, the employer will pay the travelling expenses at the Travel Allowance shown above. Place of accommodation shall be determined at pre-job meeting.

17.7 Board Allowance

When employees are required by the employer and the union to perform work and live away from their established place of residence in Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins, the employer shall pay each employee Board Allowance shown above for each day or part of day worked.

In the event an employer establishes a permanent business in another town not listed above, then the same conditions apply as stated in this Clause (Travel Allowance, Travel Time and Expenses).

If the employee is unable to work due to climatic conditions on a regularly scheduled work shift and there is no work available to him, room and board allowance will be paid for that day.

When an employee leaves the job without permission before completing his regular work day board allowance will be prorated on the basis of actual hours worked.

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

Each employer shall provide a copy of its remittance form to the Local Association for verification.

18.2 Payment

The payment of employer's contributions shall be made in a lump sum to the Administrator of Local 504 Trust Funds not later than the 15th of the month following that in which the hours were worked.

Note: Detailed information on contributions and monthly report forms may be obtained from the local union and/or the local trade association.

18.3 Union Dues Promotion Fund

Each employer agrees to deduct for each hour or part thereof earned by all employees covered by this Agreement the amount set out in the applicable Wage Schedules and further agrees to remit said amount to the Administrator of Local Union 504 Trust Funds in the same manner outlined in Clause 18.2

The Administrator shall forward immediately the Union Dues Promotion Fund to Local Union 504.

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.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

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.

- 19.2** Local Union 504 members agree to install manufactured items specified by customer or customer's agents, e.g. Architect - Engineer - Owner.

CLAUSE 20 - DUES DEDUCTIONS

- 20.1** The employer shall deduct a local union initiation fee and union dues in the amount advised by the financial secretary of the local union and remit same to the financial secretary.

Dues to be deducted from the employee's first pay of the month and forwarded to the local union office by the 15th of the following month. (Authorization slips to be provided by Local 504 to the employer.)

- 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 changes.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

**SAULT STE. MARIE AREA
LOCAL UNION 504**

APPENDIX "H"

June 20, 2016

WAGE RATES

	1st yr	2nd yr	- Apprentices -		
			3rd yr	4th yr	5th yr
Journeyman					
Hourly Rate	39.00	20.28	26.30	32.00	35.40
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.33	3.33	3.33	3.33	3.33
Pension	7.71	3.76	4.51	5.59	6.77
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>0.25</u>	<u>0.13</u>	<u>0.16</u>	<u>0.20</u>	<u>0.23</u>
Total Package	54.51	29.85	37.25	44.64	49.59
Ind. Fund	0.42	0.42	0.42	0.42	0.42
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	25.42	30.39	37.79	45.18	50.13

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "H"

**SAULT STE. MARIE AREA
LOCAL UNION 504
Revised 04/06/17**

May 1, 2017	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
Journeyman			3rd yr	4th yr	5th yr
Hourly Rate	16.14	20.52	26.60	32.34	35.80
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.38	3.38	3.38	3.38	3.38
Pension	3.57	3.76	4.51	5.65	6.83
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>0.50</u>	<u>0.25</u>	<u>0.33</u>	<u>0.40</u>	<u>0.45</u>
Total Package	25.22	30.28	37.80	45.32	50.36
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	25.79	30.85	38.37	45.89	50.93

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "H"

**SAULT STE. MARIE AREA
LOCAL UNION 504
Revised 04/06/17**

	WAGE RATES				
	- Apprentices -				
	1st yr	2nd yr	3rd yr	4th yr	5th yr
May 1, 2018					
Hourly Rate	16.36	20.77	26.91	32.85	36.15
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.43	3.43	3.43	3.43	3.43
Pension	3.57	3.80	4.61	5.63	7.07
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>0.30</u>	<u>0.38</u>	<u>0.49</u>	<u>0.60</u>	<u>0.68</u>
Total Package	25.62	30.78	38.45	46.12	51.26
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	26.19	31.35	39.02	46.69	51.83

APPENDIX "H" Sault Ste. Marie Area (cont'd)

Revised 06/20/16

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Journeyman: 2nd shift \$2.77 per hour
3rd shift \$3.93 per hour

Apprentices: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Zone Allowance per day:

Zone	Kms	May 1/15
1	0-24	free zone
2	25-56	\$25.28
3	over 56▲	\$39.45

▲when in travel status

Board Allowance per day worked:

\$110.00 per day worked - May 1, 2015

Overtime Pay:

X2

X1 1/2 Maintenance Work

Work Week:

40 hours

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Union Dues Promotion Fund** of \$0.98 effective May 16, 2016, \$1.03 effective May 1, 2017 and \$1.08 effective May 1, 2018, 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.
4. **Travel Fund** - employee funded by \$0.20 for each hour worked. To be remitted together with employer's contributions.
5. The employer shall provide coveralls on mining sites, metatarsal work boots to all workers coming into the area on travel cards and scheduled to work on industrial sites requiring this type of foot wear.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

**SUDBURY AREA
LOCAL UNION 504**

**APPENDIX "I"
June 20, 2016**

	WAGE RATES				
	1st yr	2nd yr	- Apprentices -		
Journeyman			3rd yr	4th yr	5th yr
Hourly Rate	15.74	19.98	24.22	27.42	34.85
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.33	3.33	3.33	3.33	3.33
Pension	4.10	4.20	4.26	5.48	6.78
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>0.80</u>	<u>1.00</u>	<u>1.20</u>	<u>1.41</u>	<u>1.81</u>
Total Package	25.86	30.83	35.75	40.70	50.58
Ind. Fund	0.42	0.42	0.42	0.42	0.42
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	26.40	31.37	36.29	41.24	51.12

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "I"

May 1, 2017

**SUDBURY AREA
LOCAL UNION 504
Revised 04/06/17**

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	38.76	15.90	20.22	24.47	27.78	35.15
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	3.38	3.38	3.38	3.38	3.38	3.38
Pension	7.76	4.11	4.20	4.29	5.49	6.95
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>2.25</u>	<u>0.90</u>	<u>1.12</u>	<u>1.35</u>	<u>1.55</u>	<u>2.03</u>
Total Package	56.35	26.20	31.26	36.26	41.30	51.35
Ind. Fund	0.45	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	56.92	26.77	31.83	36.83	41.87	51.92

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "I"

May 1, 2018

**SUDBURY AREA
LOCAL UNION 504
Revised 04/06/17**

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	39.24	16.13	20.51	24.84	28.17	35.58
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	3.43	3.43	3.43	3.43	3.43	3.43
Pension	7.94	4.11	4.20	4.29	5.50	7.10
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>2.50</u>	<u>1.00</u>	<u>1.25</u>	<u>1.50</u>	<u>1.76</u>	<u>2.26</u>
Total Package	57.35	26.60	31.76	36.86	42.00	52.25
Ind. Fund	0.45	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	57.92	27.17	32.33	37.43	42.57	52.82

APPENDIX "I" Sudbury Area (cont'd)

Revised 06/20/16

Foreman Premium:

\$3.85 per hour - May 1, 2015

Shift Work Premium:

Journeyman: 2nd shift \$3.04 per hour

3rd shift \$4.79 per hour

Apprentices: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Zone Allowance per day:**Zone Kms**

1 0-32 free zone

2 32-80 Travel allowance from mile one

Board Allowance per day worked:

\$110.00 per day worked - May 1, 2015

Overtime Pay:

X2

Work Week:

36 hours

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Union Dues Promotion Fund** of \$0.98 effective May 16, 2016, \$1.03 effective May 1, 2017 and \$1.08 effective May 1, 2018, 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.
4. **Travel Fund** - employee funded by \$0.20 for each hour worked. To be remitted together with employer's contributions.
5. The employer shall provide coveralls on mining sites, metatarsal work boots to all workers coming into the area on travel cards and scheduled to work on industrial sites requiring this type of foot wear.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SAULT STE. MARIE AREA
LOCAL UNION 504**

June 20, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.00	34.13	28.57	18.91	15.97
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.33	3.33	3.33	3.33	3.33
Pension	7.71	6.68	5.35	3.61	3.56
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	0.25	0.22	0.18	0.13	0.10
Total Package	<u>54.51</u>	<u>48.09</u>	<u>40.61</u>	<u>28.19</u>	<u>24.88</u>
Ind. Fund	0.42	0.42	0.42	0.42	0.42
Prov. Training	0.12	0.12	0.12	0.12	0.12
Total	<u>55.05</u>	<u>48.63</u>	<u>41.15</u>	<u>28.73</u>	<u>25.42</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SAULT STE. MARIE AREA
LOCAL UNION 504
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.42	34.54	28.89	19.14	16.15
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.38	3.38	3.38	3.38	3.38
Pension	7.80	6.71	5.39	3.62	3.56
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>0.50</u>	<u>0.44</u>	<u>0.37</u>	<u>0.25</u>	<u>0.20</u>
Total Package	55.36	48.84	41.24	28.62	25.22
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	55.93	49.41	41.81	29.19	25.79

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SAULT STE. MARIE AREA
LOCAL UNION 504
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.00	35.10	29.34	19.43	16.37
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.43	3.43	3.43	3.43	3.43
Pension	7.86	6.70	5.41	3.62	3.56
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	0.75	0.66	0.55	0.38	0.30
Total Package	<u>56.36</u>	<u>49.72</u>	<u>41.98</u>	<u>29.12</u>	<u>25.62</u>
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12
Total	<u>56.93</u>	<u>50.29</u>	<u>42.55</u>	<u>29.69</u>	<u>26.19</u>

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Sault Ste. Marie Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Journeyman: 2nd shift \$2.77 per hour
3rd shift \$3.93 per hour

Other classifications: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Other classifications: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Zone Allowance per day:

Zone	Kms	May 1/15
1	0-24	free zone
2	25-56	\$25.28
3	over 56 ▲	\$39.45

▲ when in travel status

Board Allowance per day worked:

\$110.00 per day worked - May 1, 2015

Overtime Pay:

X2

X1 1/2 Maintenance Work

Work Week:

40 hours

Show-up Time:

3 hours

2 hours inclement weather

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$0.98 effective May 16, 2016, \$1.03 effective May 1, 2017 and \$1.08 effective May 1, 2018, 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.
4. The employer shall provide coveralls on mining sites, metatarsal work boots to all workers coming into the area on travel cards and scheduled to work on industrial sites requiring this type of foot wear.
5. The employer shall provide leather work gloves to all employees working in the siding and decking sector of the industry.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SUDBURY AREA
LOCAL UNION 504**

June 20, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.32	33.61	28.25	17.75	15.74
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.33	3.33	3.33	3.33	3.33
Pension	7.70	6.76	5.12	4.63	4.10
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	2.00	1.62	1.43	0.83	0.80
Total Package	<u>55.50</u>	<u>49.00</u>	<u>41.28</u>	<u>28.64</u>	<u>25.86</u>
Ind. Fund	0.42	0.42	0.42	0.42	0.42
Prov. Training	0.12	0.12	0.12	0.12	0.12
Total	<u>56.04</u>	<u>49.54</u>	<u>41.82</u>	<u>29.18</u>	<u>26.40</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SUDBURY AREA
LOCAL UNION 504
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.76	33.92	28.60	17.84	15.91
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.38	3.38	3.38	3.38	3.38
Pension	7.76	6.76	5.13	4.63	4.10
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	2.25	1.98	1.62	1.12	0.90
Total Package	<u>56.35</u>	<u>49.75</u>	<u>41.91</u>	<u>29.07</u>	<u>26.20</u>
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	<u>56.92</u>	<u>50.32</u>	<u>42.48</u>	<u>29.64</u>	<u>26.77</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**SUDBURY AREA
LOCAL UNION 504
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.24	34.37	29.00	18.13	16.14
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.43	3.43	3.43	3.43	3.43
Pension	7.94	6.87	5.16	4.63	4.10
Prov. Training	0.12	0.12	0.12	0.12	0.12
Travel Fund	0.20	0.20	0.20	0.20	0.20
Stabil. Fund	<u>2.50</u>	<u>2.20</u>	<u>1.84</u>	<u>1.25</u>	<u>1.00</u>
Total Package	57.35	50.63	42.65	29.57	26.60
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total	57.92	51.20	43.22	30.14	27.17

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Sudbury Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

Shift Work Premium:

Journeyman: 2nd shift \$3.04 per hour

3rd shift \$4.79 per hour

Other

classifications: at appropriate percentage

Journeyman: \$3.00 per hour

Other

classifications: at appropriate percentage

\$0.54 per km - May 1, 2015

Zone Allowance per day:

Zone Kms

1 0-32 free zone

2 32-80 Travel allowance from 1st km

Board Allowance per day worked:

\$110.00 per day worked - May 1, 2015

X2

Overtime Pay:

Work Week: 36 hours

Show-up Time: 3 hours

2 hours inclement weather

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$0.98 effective May 16, 2016, \$1.03 effective May 1, 2017 and \$1.08 effective May 1, 2018, 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.
4. The employer shall provide coveralls on mining sites, metatarsal work boots to all workers coming into the area on travel cards and scheduled to work on industrial sites requiring this type of foot wear.
5. The employer shall provide leather work gloves to all employees working in the siding and decking sector of the industry.



Provincial Collective Agreement

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX “J” - THUNDER BAY AREA

Local Trade Association

**Lakehead Sheet Metal
Contractors Association**

Local Union

**Local No. 397 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “J” - THUNDER BAY AREA

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “J”

Local Trade Association:

Lakehead Sheet Metal Contractors Association

Local Union:

Local No. 397

Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

Starting at the South east corner of Thunder Bay District, North easterly to the 49th parallel, approximately at 45 degrees to Brunswick Lake and then following the 49th parallel to the Quebec border; and includes the district of Cochrane, North of the 49th parallel; Kenora, Rainy River and Thunder Bay Districts.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

- 2.1** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of an equal number of members from the local trade association and the local union. The Joint Apprenticeship Committee will meet monthly.
- 2.2** The said Joint Committee shall be responsible for the administration of local apprenticeship standards and for the coordination of them with the Ontario Apprenticeship and Tradesmen’s Qualification Act, 1964 and shall formulate and make rules and regulations as they may deem necessary, which do not conflict with the specific terms of this Agreement, to cover eligibility, education, transfer and the operation of an

adequate apprentice system to meet the expanding needs and requirements of the sheet metal trade.

- 2.3 The Joint Apprenticeship Committee shall serve for the life of this Agreement, except that vacancies in said committee caused by resignation or otherwise, may be filled by the party, to the committee in which the vacancy occurred.
- 2.4 The Joint Apprenticeship Committee will meet monthly. When a vote is required no more than two members representing each of the parties shall vote. In the event of a tie vote, the matter shall be referred to the Local Joint Conference Board for settlement.

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

- 3.1 All sheet metal apprentices shall register and attend regularly all sheet metal night school classes which are made available for them. Any apprentice who fails to attend night school classes regularly shall appear before the Joint Apprenticeship Committee to give reasons why he should not be suspended from his apprenticeship. All employers shall make every effort to assist the apprentice in attending night classes, by posting on bulletin boards placed in a conspicuous location in the shop, the dates of registration, the time of registration, the date and night on which the classes will be held. The employer also agrees where at all possible to keep the apprentices in the Lakehead area while classes are being conducted.

CLAUSE 4 - STEWARDS

- 4.1 The local union may appoint job and shop stewards and such stewards shall be subject to acceptance by the employer.
- 4.2 A journeyman sheet metal worker who is appointed to the position of a job or shop steward shall be given the same consideration as any other employee in respect to being laid

off, transferred, or discharged, provided that the termination of his employment was not the result of executing his duties and responsibilities as a steward but in no case may a steward be laid off, transferred or discharged without notifying the business manager or business representative of the local union.

- 4.3** A shop or job steward will not unduly absent himself from his work to investigate any complaints or alleged violations of this Agreement.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

- 5.1** The employer has the exclusive right to appoint a foreman or sub-foreman to the premium rate and may revert a foreman or sub-foreman to a journeyman's hourly rate, at his sole discretion.

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 be allowed to transfer employees to each of his jobs or projects in and/or to any geographical area.

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1** When a journeyman sheet metal worker or registered apprentice is laid off he shall receive one hours notice. At the time of lay off he shall either be paid in full or the employer shall send such wages together with the Record of Employment to the employee's last known address by registered mail within 24 hours (one working day), of the time of the employee's termination.

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 5:00 p.m. and the regular work week shall consist of five consecutive days in the shop or on the job from Monday to Friday, inclusive.
- 10.2** If mutually desired in any individual shop and/or on any individual job, minor changes within these hours may be requested and, if mutually agreed, these minor changes may be made.
- 10.3** All full time or part time labour performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates as set out in the relevant Wage Schedules.
- 10.4** The lunch period shall be one hour or half hour period as mutually agreed upon.
- 10.5 Washing Up**
- Five minutes time will be allowed each employee immediately before quitting time, to allow for the putting away of tools, washing of hands, etc.

CLAUSE 11 - WORK BREAKS

- 11.1** A work break not exceeding a ten minute work stoppage may be taken by an employee once in each half of the shift and at the commencement of overtime, when time off for a meal is not taken. The time of the work break will be established by the employer. The employer will endeavour to arrange the work break in the mid half of each shift.

- 11.2 If the work break interferes with the progress of the work, the break may be staggered so that all men will not be stopped at the same time.
- 11.3 Employees will not leave their immediate work area during the work break.

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 Construction

When it is necessary, by virtue of the urgent nature of a project or particular working conditions stipulated in a contract for shift work to be arranged, in order to qualify as shift work, shifts must be worked for a minimum of two successive days.

- 12.2 Shifts may be worked between 12:01 a.m. Monday and 8:00 a.m. Saturday of the same week, but no employee shall be permitted to work on more than one shift in any 24 hours unless he is paid overtime rates. This does not apply when an employee changes from one shift to another.
- 12.3 When such a shift system is worked the employees shall be paid the shift work premium in addition to the hourly rate.

12.4 Shop

When such shift system is worked in the shop or factory the employees shall be paid the shift work premium in addition to the hourly rate.

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** All labour in connection with or incidental to work covered by this Appendix, shall be performed within the regular working hours specified in Clause 10 of this Appendix. When overtime work is required outside of the regular working hours, or on holidays set out in this Agreement, employees shall be paid at the rate of double the regular hourly rate for all hours worked.
- 13.2** When overtime work is required on the second and/or third shift of a shift work operation, employees shall be paid at the rate of double the regular hourly rate.
- 13.3** Employer to provide meals after two hours of unscheduled overtime.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** Unless previously notified not to report for work, when an employee, employed on a job or project reports for work as usual, and for whom no work is available, such employee shall be given three hours pay plus travelling allowance if applicable, for reporting on the job, provided however, that the employee remains on the job during the three hour period and performs any work requested which in the opinion or judgement of this employer can be accomplished.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

15.1 Journeymen and Apprentices

Refer to applicable Wage Schedules.

15.2 Foremen and Sub-Foremen

Any employee assigned to the job as foreman, in charge of five or more men, or as sub-foreman shall be so assigned by the superintendent or management in writing and shall receive an hourly minimum premium over and above the minimum journeyman hourly rate as set out in the applicable Wage Schedules.

15.3 Registered Apprentices

The hourly rate for a registered apprentice, whether for his regular daily hours or for hours in excess of his regular daily hours, shall not be less than:

- 40% during the first period
- 50% during the second period
- 60% during the third period
- 70% during the fourth period
- 80% during the fifth period

of the hourly rate or its equivalent for a journeyman employed by the employer in the trade.

15.4 Special Rate

A special hourly rate may be established for an employee who, due to age, sickness or accident, may become incapacitated to the extent that he can no longer command the minimum hourly rate prevailing under this Appendix.

A joint committee consisting of the employee, a representative of the employer and the local union representative, shall assess the capabilities of the employee and arrive at an hourly rate agreeable to all parties.

- 15.5** 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. Electronic banking is also acceptable to the above criteria.

- 15.6** Where wages are delinquent and not paid in accordance with above, a two-hour total package per working day penalty shall apply and continue thereafter until delinquent wages are paid. When electronic banking is used, the penalty will not apply if the contractor can satisfy the Business Manager that the non delivery was caused by the financial institution responsible for the transfer. In these circumstances, replacement cheques will be issued and hand delivered within 48 hours.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

- 16.1** All employees shall be entitled to and shall take two weeks vacation in accordance with the regulations for the construction industry as outlined in the Employment Standards Act and all amendments thereto.
- 16.2** Any employee who wishes to take more than two weeks vacation shall arrange with his employer for the additional time he desires.

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

- 17.1** When employed in the shop or on the job within the limits of the City of Thunder Bay, sheet metal workers and registered apprentices, shall be governed by the regular working hours specified in this Appendix and shall provide for themselves necessary transportation within said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the employer shall provide or pay for all

necessary additional transportation during regular working hours.

- 17.2** When employed outside of the limits of the City of Thunder Bay and within the metropolitan area, and within the jurisdiction of the local union, journeymen sheet metal workers and registered apprentices, shall provide transportation for themselves which will insure their arrival at the city limits 15 minutes prior to regular starting time and shall quit at such time as will insure their arrival at the city limits 15 minutes after the regular quitting time. The employer shall provide or pay for all necessary additional transportation from city limits to job, and from job to city limits.
- 17.3** Employees sent out of Thunder Bay to work within the jurisdictional area of the local union, from whence they do not return daily, shall receive fares to and from such work. Time spent travelling to and from such work shall be paid for at straight time hourly rates up to a maximum of eight hours per day. Living accommodation and meals while away shall also be provided not to exceed the Board Allowance shown above. The Employer may choose camp facilities, when available, in lieu of room and board allowance.
- 17.4** When an employee quits or is discharged for cause, it is agreed expenses and travel allowance shall cease forthwith.
- 17.5** When an employee uses his own vehicle at the direction, and for purposes of the employer, he shall be compensated for same at the mileage allowance shown above.
- 17.6 Transporting Tools, Etc.**

Sheet metal workers and/or registered apprentices shall not 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 unless mutually agreed otherwise. 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 or job to home at quitting time.

17.7 Out of Town Work

Effective May 1, 2004, for each 45 calendar day periods of work on a project, the company is to supply round trip mileage at the applicable rate, due the next pay period after the 45th day of that period (eg. after day 45, 90, 135, etc.).

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 397 Welfare and Pension Funds, Union Dues Promotion Fund, Provincial Training Trust Fund, Safety Training 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 payment of employer's contributions shall be made in a lump sum monthly, by cheque, payable to the Local 397 Welfare Fund and forwarded to the Local Union office.

All remittances shall be made by the twentieth (20th) day of the month following the month in which such contributions were made.

Note: Detailed information on contributions and monthly report forms may be obtained from the local union and/or local trade association.

18.3 Union Dues Promotion Fund

Each employer shall deduct for each hour or part thereof worked by all employees covered by this Agreement the amount set out in the applicable Wage Schedules and shall

remit said amount, on the forms provided by the Local Union, to the Local 397 Welfare Trust Fund. All remittances shall be made by the twentieth day (20th) of the month following the month in which such deductions were made.

Without limiting the generality of the term “Promotion”, and without limiting the terms of the Fund, the purpose and intent of this Fund shall be to make any and all expenditures necessary to improve, promote and assist members in the sheet metal industry. This shall be at the sole discretion of Local Union 397.

- 18.4** Each employer shall contribute the amount set out in the applicable Wage Schedules for every hour worked by each employee covered by this Agreement as the employers’ contribution to a Safety Training Fund, to be administered by a committee composed of four (4) persons, two (2) representatives of the Employers and two (2) representatives from the Union.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

- 19.1** The terms of this Agreement shall apply in the manner and under the conditions herein specified to all work included in the jurisdictional claims of the Sheet Metal Workers’ International Association.

CLAUSE 20 - DUES DEDUCTIONS

- 20.1** Employees being or becoming members of the local union authorize the employer to deduct once each month the monthly union dues and remit, in the month deducted, to the Financial Secretary of the Local Union. If for any reason a deduction is not made, it will be made in the next regularly scheduled deduction period.

- 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** The local union and the employee or employees will save the employer harmless from any and all claims which may be made against it by any employee or employees for amounts deducted from wages as herein provided. The employer will also be saved harmless by the local union and employee or employees from any inadvertent errors or omissions by the employer.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "J"

**THUNDER BAY AREA
LOCAL UNION 397**

May 16, 2016

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	40.68	14.25	18.88	23.45	28.06	32.64
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	2.58	2.58	2.58	2.58	2.58	2.58
Pension	7.90	6.65	6.65	6.65	6.65	6.65
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total Package	55.35	25.03	30.12	35.15	40.22	45.25
Ind. Fund	0.30	0.30	0.30	0.30	0.30	0.30
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Safety Training	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total	56.02	25.70	30.79	35.82	40.89	45.92

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "J"

May 1, 2017	WAGE RATES					- Apprentices -		THUNDER BAY AREA
	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr	LOCAL UNION 397	
Hourly Rate	40.84	14.56	19.27	23.92	28.61	33.25	Revised 03/30/17	
Vac. Pay	10%	10%	10%	10%	10%	10%	Revised 04/06/17	
H & W *	3.08	2.58	2.58	2.58	2.58	2.58		
Pension	8.08	6.65	6.65	6.65	6.65	6.65		
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>		
Total Package	56.20	25.37	30.55	35.66	40.82	45.93		
Ind. Fund	0.33	0.33	0.33	0.33	0.33	0.33		
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12		
Safety Training	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>		
Total	56.90	26.07	31.25	36.36	41.52	46.63		

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "J"

	WAGE RATES					- Apprentices -		THUNDER BAY AREA	
	1st yr	2nd yr	3rd yr	4th yr	5th yr	4th yr	5th yr	LOCAL UNION 397	Revised 03/30/17
May 1, 2018									
Hourly Rate	14.93	19.73	24.46	29.25	33.98	29.25	33.98		
Vac. Pay	10%	10%	10%	10%	10%	10%	10%		
H & W *	2.58	2.58	2.58	2.58	2.58	2.58	2.58		
Pension	6.65	6.65	6.65	6.65	6.65	6.65	6.65		
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>		
Total Package	25.77	31.05	36.26	41.52	46.73	41.52	46.73		
Ind. Fund	0.33	0.33	0.33	0.33	0.33	0.33	0.33		
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12	0.12		
Safety Training	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>		
Total	<u>26.47</u>	<u>31.75</u>	<u>36.96</u>	<u>42.22</u>	<u>47.43</u>	<u>42.22</u>	<u>47.43</u>		

APPENDIX “J” Thunder Bay Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Field: Journeyman: \$3.01 per hour

Apprentices: at appropriate percentage

Shop: All classifications:

2nd shift: \$1.20 per hour

3rd shift: \$1.30 per hour

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

\$0.54 per km - May 1, 2015

Free Zone: City Limits

Board Allowance per day:

Board allowance of \$115.00 per day worked or reported for or suitable hotel accommodations and \$70.00 per day effective May 16, 2016.

Overtime Pay:

X2 (See Note 4 below)

Work Week:

40 hours

Show-up Time:

3 hours

Lay-off:

1 hour notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Union Dues Promotion Fund** of \$0.99 effective May 16, 2016, 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.
4. **Overtime Pay:** Contact Local 397 for modified overtime provisions.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**THUNDER BAY AREA
LOCAL UNION 397**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.68	36.54	28.19	15.95	14.25
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.58	2.58	2.58	2.58	2.58
Pension	7.90	7.90	7.90	7.90	6.65
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total Package	55.35	50.79	41.61	28.15	25.03
Ind. Fund	0.30	0.30	0.30	0.30	0.30
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total	56.02	51.46	42.28	28.82	25.70

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**THUNDER BAY AREA
LOCAL UNION 397
Revised 03/30/17
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	40.84	37.25	28.77	16.35	14.56
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.08	2.58	2.58	2.58	2.58
Pension	8.08	7.90	7.90	7.90	6.65
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total Package	56.20	51.57	42.25	28.58	25.37
Ind. Fund	0.33	0.33	0.33	0.33	0.33
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total	56.90	52.27	42.95	29.28	26.07

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**THUNDER BAY AREA
LOCAL UNION 397
Revised 03/30/17
Revised 04/06/17**

WAGE RATES

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	41.63	38.08	29.45	16.80	14.93
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.08	2.58	2.58	2.58	2.58
Pension	8.21	7.90	7.90	7.90	6.65
Prov. Training	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>	<u>0.12</u>
Total Package	57.20	52.49	43.00	29.08	25.77
Ind. Fund	0.33	0.33	0.33	0.33	0.33
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total	57.90	53.19	43.70	29.78	26.47

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Thunder Bay Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Field Journeyman: \$3.01 per hour

Other

classifications: at appropriate percentage

Shop

All classifications:

2nd shift: \$1.20 per hour

3rd shift: \$1.30 per hour

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Other classifications: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Zone Allowance per day:

Free Zone: City Limits

Board Allowance per day: Board allowance of \$115.00 per day worked or reported for or suitable hotel accommodations and \$70.00 per day effective May 16, 2016.

Overtime Pay:

X2 (See Note 4 below)

Work Week:

40 hours

Show-up Time:

3 hours

2 hours inclement weather

Lay-off:

1 hour notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$0.99 effective May 16, 2016, 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.
4. **Overtime Pay:** Contact Local 397 for modified overtime provisions.

Provincial Collective Agreement

2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX "K" - TORONTO AREA (including Barrie Area and Peterborough Area)

Local Trade Association

**Toronto Sheet Metal
Contractors Association**

Local Union

**Local No. 30 Sheet Metal Workers'
International Association**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “K” - TORONTO AREA
(including Barrie Area and Peterborough Area)

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “K”

Local Trade Association:

Toronto Sheet Metal Contractors’ Association

Local Union:

Local No. 30

Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

Toronto Area:

Esquesing Township in Halton County and that portion of Trafalgar Township in Halton County lying east of Oakville Creek; Erin Township in Wellington County; Peel County; York County; Metropolitan Toronto; Ontario County; Cartwright and Darlington Townships in the County of Durham; Dufferin County, Simcoe County, District of Muskoka, Townships of Rama, Mara and Thorah in the County of Ontario and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger, Cowper, and Humphrey in the District of Parry Sound, including all the Municipalities contained therein, all territory within the boundaries of Peterborough County, Victoria County, Northumberland County and Haliburton County in their entireties; the Townships of Cavan, Manvers and Hope, the Town of Newcastle, the Township of Manvers, to the shore of Lake Ontario, in the County of Durham, and all the Townships in the County of Hastings with the exception of the Townships of Sydney, Thurlow and Tyendinaga.

Barrie Area:

Simcoe County, District of Muskoka, Townships of Rama, Mara and Thorah in the County of Ontario and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger, Cowper

and Humphrey in the District of Parry Sound, including all the Municipalities contained therein.

Peterborough Area:

All territory within the boundaries of Peterborough County, Victoria County, Northumberland County and Haliburton County in their entireties; the Townships of Cavan, Manvers and Hope, and that part of the Town of Newcastle east of the southerly continuation of the western border of the Township of Manvers, to the shore of Lake Ontario, in the County of Durham, and all the Townships in the County of Hastings with the exception of the Townships of Sydney, Thurlow and Tyendinaga.

Note: Interpretation of Appendix

Nothing included in this Appendix shall be interpreted in a way that will conflict with the provisions of the Constitution and Ritual of the Sheet Metal Workers' International Association or with the obligations of its members in connection therewith.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

2.1 Joint Apprenticeship Committee

The Joint Apprenticeship Committee is composed of ten members, five members chosen by each of the local union and the local trade association.

The Joint Apprenticeship Committee will meet at least monthly or as often as deemed necessary.

2.2 The Committee shall make rules as it deems necessary to cover eligibility, education standards, hiring, rehiring or transfer from employer to employer of apprentices provided however the rules do not conflict with the specific terms of this Agreement.

2.3 The purpose of the Committee will include the establishment of night school courses for apprentices of various levels of

experience, with the responsibility for preparing and/or approving the curriculum.

CLAUSE 3 - APPRENTICES

Refer to Article 18 Body of Agreement

3.1 Indenture

All apprentices shall be indentured through the Local Joint Apprenticeship Committee. All currently employed apprentices shall be indentured through the employer. All new apprentices and unemployed apprentices no longer working for the contractor to which they are indentured shall be indentured through the Local Joint Apprenticeship Committee. On lay off the employer agrees to provide a certification of the number of hours worked to the apprentice and to send a copy of such certification to the Local Union and Local Trade Association.

3.2 Employment of Apprentices

While capable apprentices are on lay off, no employer with an apprentice on lay off or dismissal shall hire any apprentice in a lower year of apprenticeship than the apprentice laid off or dismissed, unless given written permission by the Local Joint Apprenticeship Committee.

3.3 No apprentice shall be permitted to execute any work outside the shop during the first four periods of his apprenticeship unless working with a journeyman member of the local union.

3.4 An apprentice who is to attend school to fulfil apprenticeship requirements will not be laid off or dismissed but rather issued an ROE indicating that the apprentice will be in training.

CLAUSE 4 - STEWARDS

4.1 The business representative of the local union may appoint a steward for each shop and for each job. A journeyman sheet metal worker to be appointed steward must have

completed a minimum of 21 calendar days service with the employer immediately prior to such an appointment, unless by mutual consent of the Parties this condition is waived. The employer shall have the right to consult with the local union representative if he disapproves of the employee appointed as steward.

- 4.2** A journeyman who is appointed as a shop or job steward shall be responsible for the same quality of work as any other employee of similar trade qualifications, and shall be given the same consideration as any other journeyman in respect to being laid off, transferred or discharged provided that the termination of his employment is not the result of executing his duties and responsibilities as a steward.
- 4.3** The employment of a shop or job steward shall not be terminated without agreement between the Business Manager and the Employer unless the personnel of the Employer in the shop or on the job site has been reduced to 4 members or less.
- When scheduled overtime is required, the Steward shall have preference to work such overtime if willing and qualified, provided 4 members or more are required.
- 4.4** In no case shall either a shop or job steward be laid off, transferred or discharged without prior consultation with the local union business representative.
- 4.5** The steward shall observe the conditions of employment to ensure compliance with the provisions of this Agreement and adherence by the members to their duties and obligations.
- 4.6** When required, the steward shall assist in adjusting differences or misunderstandings which arise out of the interpretation or application of the provisions of this Agreement.
- 4.7** A shop or job steward will not unduly absent himself from his work to investigate any complaints or alleged violations of this Agreement, or to perform any aforementioned duties. He must notify the superintendent or foreman in a shop or on

a job before absenting himself from his work area for these purposes.

- 4.8 The local union will notify the employer or his site representative of the name of the steward when the appointment becomes effective.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

- 5.1 The employer has the exclusive right to appoint a foreman and sub-foreman or several sub-foremen to work under the supervision of the foreman and may revert any or all such appointees to a journeyman at the employer's sole discretion. However, the number one job site foreman shall not be reduced in rate until the job is completed or as long as he works on such job.
- 5.2 Should any dispute arise over the classification of a foreman or sub-foreman which cannot be settled between the employer and the local union, the employees must remain with the employer involved in the dispute until the Joint Conference Board has dealt with the case and rendered a decision; and in the event of a decision favourable to the employee, retroactive wages shall be paid to the date of the written notice to the Board.
- 5.3 On any job where 5 members or fewer are employed, a lead hand shall be appointed by the employer amongst the employees on that job. A premium equal to that of sub-foreman shall be paid to the lead hand.
- 5.4 It shall be mandatory for an employer to appoint at least one foreman on any job or in any shop where there are employed at least six members (including the member 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 Any employer who is not a member of the local trade association and who desires to employ members of the local union shall be required to become a Party to this Agreement.

7.2 Unemployment

The local union shall notify the local trade association if and when unemployment reaches 15% of its members covered by this Agreement. If and when unemployment reaches 20% an emergency meeting of the Local Joint Conference Board will be convened to consider and recommend measures to relieve the problem.

CLAUSE 8 - LAY-OFF PROCEDURE

8.1 Notice

In the event of an employee being laid off, the employee and the Local Union shall receive notice of lay off on the work day prior to lay off, such lay off to become effective at the end of the following working day.

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
2. applicants for local union membership
3. local union members

8.2 Severance Pay

In the event an employee does not receive notice of lay off on the prior working day in accordance with section 8.1, the

employee shall receive notice of lay off one hour prior to the end of his shift, with pay, plus one hour's severance pay.

At the time of lay off the employee shall receive his Record of Employment and his pay in full including all travel and board allowance. If the employer is not a member of the local trade association all monies shall be paid in cash or by certified cheque.

If at the time of lay off the employee is not given a Record of Employment and all monies owing him he shall receive four additional hours pay at the straight time hourly rate for the time lost and the inconvenience entailed in obtaining them himself.

If the Record of Employment and all monies owing a laid off employee are not available on or before the next regular pay day the employee shall be paid at straight time basis by the defaulting employer as though steadily employed from the time of lay off until the Record of Employment and/or the monies are available.

8.3 Record of Employment

Notwithstanding the provisions of this Clause, in extenuating circumstances the employer shall have the privilege of mailing by registered mail the employee's pay, travel and board allowance together with the Record of Employment to the employee's last known address within two working days of the time of lay off.

Should any dispute arise regarding the application or interpretation of this Clause, the matter shall be referred to the Local Joint Conference Board for a settlement.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

- 9.1** "In Plant Work" shall include all sheet metal and air handling work, apparatus and equipment that relates to the replacement or renovation of an existing plant facility which has been

continuously in service in the existing plant for the intent it was originally installed. The work shall be performed only within the confines of the owner's existing plant and shall not include the relocation or extension of equipment from one plant to another.

- 9.2** Dismantling of equipment in an existing plant for relocation to another plant shall be considered as "In Plant Work". Work for building services to a new plant addition shall not be considered "In Plant Work".
- 9.3** Environmental and pollution equipment installation shall be considered "In Plant Work" when it must be performed outside normal working hours in an existing facility.

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

10.1 Regular Hours

The regular work week per member shall consist of 36 hours comprised of 4 days of 8 hours, Monday through Thursday and 4 hours on Friday OR 4 days of 9 hours, Monday through Thursday.

It is agreed that if an employer chooses the hours of 4 days of 9 hours, Monday through Thursday, the employer may concurrently implement a regular work week consisting of 4 days of 9 hours, Tuesday through Friday, it being understood and agreed that this latter regular work week is not compulsory for employees. When implementing such latter regular work week, the employer shall first ask for volunteers to work it. If, however, an insufficient number of employees volunteer to work such latter regular work week, the employer may then cover the shortfall in volunteers by requiring employees to work it. It is understood and agreed that this latter regular work week does not apply to automotive assembly plant field work.

Each employer must declare his choice and notify the Business Manager in writing as to hours in the shop and as to hours in the field, and starting and quitting times.

All statutory holidays will be observed in accordance with the current Collective Agreement language.

10.2 Regular Work Week

The regular work week per member shall not exceed 36 hours. There is no “make-up time” nor any “banking” of hours.

- 10.3** When working four 8 hour days and one 4 hour day the regular working day shall not exceed eight hours labour in the shop or on the job site from 7:00 a.m. to 5:00 p.m. with one half ($\frac{1}{2}$) hour for lunch (with 7:30 a.m. being the normal starting time), provided that in no case shall the regular working day exceed eight hours labour Monday to Thursday or four hours labour on Friday. For a 6:30 a.m. start time the union will be notified and an on site vote will be conducted by the union, approval will be given by the union if the majority of members working for the contractor on the site are in approval.

- 10.4** When working four 9 hour days from Monday to Thursday or from Tuesday to Friday the regular working day shall not exceed nine hours labour in the shop or on the job site from 7:00 a.m. to 5:00 p.m. with one half ($\frac{1}{2}$) hour for lunch (with 7:30 a.m. being the normal starting time). For a 6:30 a.m. start time the union will be notified and an on site vote will be conducted by the union, approval will be given by the union if the majority of members working for the contractor on the site are in approval.

- 10.5** If mutually desired in any individual shop and/or on any individual job, minor changes within these hours may be requested, and if sanctioned by the local union, these minor changes may be made. The union office is to be made aware of the starting times for each job or shop.

- 10.6** All full or part time labour performed during the hours specified herein shall be recognized as regular time and paid for at the hourly rates as set out in the applicable Wage Schedules.
- 10.7** No person covered by this Collective Agreement shall work more than 12 hours in one twenty-four hour period, except on work of an emergency nature.
- 10.8** Notwithstanding the conditions in the balance of Clause 10 due to weather conditions employees working in the roofing coping and flashing segment of the industry the daily time limit in all areas may be exceeded on any of the remaining days of the week excluding Saturdays, Sundays and holidays 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. The daily maximum shall not exceed 10 hours per day.

CLAUSE 11 - WORK BREAKS

- 11.1** Two mandatory breaks shall be recognized on all projects during regular working hours (except Friday when one break applies, unless working overtime). These breaks shall be of 15 minutes duration and take place at approximately 10:00 a.m. in the morning and 2:30 p.m. in the afternoon. The time of these breaks to be determined by the project superintendent or job foreman. Employees will not leave their workstations for breaks provided that they are within properly heated (room temperature) facilities, and that these facilities otherwise provide adequate protection against adverse conditions.
- 11.2** In every case, where practical, an employee shall be delegated to collect and distribute these refreshments.
- 11.3** On projects having 5 or more men a heated sheltered area will be provided for the breaks.

11.4 During shift work or overtime similar conditions shall apply.

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 When the nature of a project or a stipulation in a contract requires shifts to be worked, to qualify as shift work the shifts must be worked for a minimum of two consecutive days. The shifts must be arranged so that the work is performed between midnight Sunday and 8:00 a.m. on Saturday. Work during other than these hours is overtime and shall be paid at overtime rates plus one time the shift premium.

12.2 No employee is permitted to work on more than one shift during any twenty-four hour period unless he is paid at the overtime hourly rate excepting only when he is changing from one shift to another and there is an eight hour interval between shifts.

12.3 If an employee is changed back to regular hours during the course of, and before having completed the current week of shift work, he shall be paid one half hour extra for each night he worked on the uncompleted second or third shift.

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

12.4 The hours of work for shift work shall be 4 days of 9 hours each, Monday to Thursday.

Note: Refer to the Letter of Understanding dated July 2, 2008, clarifying the Memorandum of Agreement dated March 29, 2007.

CLAUSE 13 - OVERTIME

Refer to Article 25 Body of Agreement

- 13.1** No employee shall work on Saturdays, Sundays and the holidays set out in Article 23 of this Agreement nor during any hours other than those specified by Clause 10, except by mutual consent of those involved locally. When by consent overtime hours are worked they shall be paid for at double the hourly rate except on overtime work of an emergency repair nature where it is agreed that life may be endangered, work during the first two hours will be at the regular hourly rate with the overtime hourly rate for all hours in excess of two.
- 13.2** The overtime hourly rate for “In Plant Work” as defined in Clause 9 herein shall be one and one half times the regular hourly rate, except on Statutory Holidays which shall be at double the regular hourly rate.
- 13.3** If it is necessary to call the employee from his home he shall be paid for his time travelling from home to the work place and from the work place to home.
- 13.4** Employer’s contributions for overtime shall be paid on hours worked.
- 13.5** For each overtime hour worked for which the double-time rate applies, an employee shall be entitled to an additional payment equal to the amount which is required to be contributed by the employer, on that employee’s behalf, to the stabilization fund for each such overtime hour worked. For each overtime hour worked for which the rate of time and one half applies, an employee shall be entitled to an additional payment equal to one half of the amount which is required to be contributed by the employer, on that employee’s behalf, to the stabilization fund for each such overtime hour worked.

Employees shall receive such additional payments on a weekly basis in accordance with Article 27.2 of the Body of the Agreement.

- 13.6 In the event that overtime hours are worked on a day when no regular hours as defined in sub-clause 10.1 are worked, the start time for such overtime hours shall be 7:00 am. Any other start time is subject to mutual consent of the local union and the employer.
- 13.7 An employee will not be eligible to receive the overtime rate, (Saturday, Sunday and holidays excluded) unless the employee has completed the regular daily and/or weekly hours in the week during which the overtime occurs, except when failure to do so is caused by serious circumstances beyond his control, eg death in the family, personal injury, vehicle accident and/or job site conditions or employers direction or hiring date.

Note: Refer to the Letter of Understanding dated July 2, 2008, clarifying the Memorandum of Agreement dated March 29, 2007.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 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 the employee's hourly rate plus any applicable payments including travelling.
- 14.2 It is recognized that the employee should not report for work if at the normal time of departure from home the weather is unsuitable for the type of work at which he is employed.
- 14.3 If the reason for not being placed at work is inclement weather and/or acts of God the employee shall receive pay for two hours at his hourly rate plus any applicable payments including travelling.
- 14.4 In either case the employees may be required to remain at the job site to do what work may be available.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

15.1 Hourly Rate, Vacation Pay and Employer's Contributions

The minimum hourly rate, vacation pay and employer's contributions for journeymen sheet metal workers and 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 this Appendix, 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.

Wages shall be paid in sealed envelopes.

15.2 Foremen and Sub-Foremen - Hourly Rate

The foreman hourly rate when in charge of five or more men shall be above the journeyman's hourly rate by the minimum set out in the applicable Wage Schedules.

Should it be decided by the employer that the foreman requires one or more assistants to act as sub-foremen, the hourly rate for the sub-foreman shall be above the journeyman hourly rate by the minimum set out in the applicable Wage Schedules.

15.3 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. Electronic banking is also acceptable to the above criteria.

15.4 Transportation Allowance

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Transportation allowance does not attract vacation pay.

For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, transportation allowance shall be considered part of the gross wage/total package rate.

15.5 Work Ready Allowance

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Work Ready Allowance does not attract vacation pay.

For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, work ready allowance shall be considered part of the gross wage/total package rate.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

- 16.1** If any of the holidays listed in Article 23.1 fall on a day where work is not normally performed, (eg. a Friday when an employee works 4x9 Monday through Thursday) the holiday will be observed on the employee's next scheduled work day. Provided that work is available, an employee may at his or her option choose to work on this next scheduled work day and if so, the employee shall not be paid a premium for any regular hours worked on that day (this option shall not apply to Christmas Day and Boxing Day).
- 16.2** Provided that work is available, when any of the holidays listed in Article 23.1 occurs during a regular work week that consists of 4 days of 9 hours each, an employee may at his or her option choose to work on the weekday that work is not normally performed during that week, and if so the employee

shall not be paid a premium for any regular hours worked on that day (this option shall not apply to Christmas Day and Boxing Day).

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Employed in Shop

When employed in the shop of an employer within an area that can be circumscribed by a line swung with a 40 kilometre radius using the Toronto City Hall as centre, employees shall be governed by the regular working hours specified in Clause 10 and shall provide for themselves transportation from home to shop at starting time and from shop to home at quitting time.

17.2 Within 113 Kilometres - Travel Allowance

When employed on a job the amount of travel payment will be governed by the distance of the job site from the Toronto City Hall. Using the Toronto City Hall as a swing point, two concentric circles will be swung with radii of 46 and 113 kilometres.

17.3 Description of Zones

Zone 1 - will be the circle swung with a 46 kilometre radius. For work on job sites in this area, including the Toronto Islands, the zone allowance shown above per day per employee shall be paid.

Zone 2 - is a circle swung with a 113 kilometre radius and on job sites in the area between the 46 and 113 kilometre circles

the Zone Allowance shown above per day per employee shall be paid.

- 17.4** Within zones employees shall be governed by the regular working hours specified in Clause 10 and shall provide for themselves transportation from home to job at starting time and from job to home at quitting time.

When the employer furnishes an automobile, which may be a sedan, sports utility vehicle, enclosed van or a pick-up truck to an employee for use related to their business and for said employee's travel to and from his home and place of work, the requirements of the zone map reimbursement shall not apply for the employee directly involved. Board Allowance will be paid where applicable.

17.5 Over 113 Kilometres - Board Allowance

When sent to perform work on job sites beyond the 113 kilometre radius from the Toronto City Hall, employment is subject to the following:

Employees shall be paid their hourly rate as specified in Clause 15 plus all necessary transportation, travelling time, board and/or expenses as incurred with minimum expenses established at the Board Allowance shown above per day worked providing board and lodging is not provided on an approved campsite maintained to Government regulations on or adjacent to the project.

On jobs beyond the 113 kilometre radius, board allowance shall be paid for holidays providing the employees work a full shift on the normal working day preceding the holiday and a full shift on the normal working day immediately following the holiday.

When employees report to work on out-of-town jobs and are sent home due to job conditions, board shall be paid for the full day.

17.6 When Travelling

When travelling on a day when no labour has been performed in the shop or on the job employees will be paid at their hourly rate plus applicable payments and expenses for the time spent travelling up to a maximum of eight hours during any 24 hours.

When travelling on a day when labour has been performed in the shop or on the job employees shall be paid at their hourly rate plus applicable payments for all hours worked, and to this, travelling time will be added, up to a maximum of eight hours, and this travelling time shall be paid at straight time. Should employees be travelling overnight they shall be provided with a Pullman berth.

The employees shall also be paid under the same conditions stated above should it be considered necessary by the employer or his authorized representative for them to return to Toronto before their work is completed or if they leave of their own volition after not less than 60 days employment in the area.

17.7 Travelling Expenses

When employed away from home for two months or longer the employer shall pay travelling expenses but not travelling time for visits home as follows:

- one trip home every four months when employed within 322 kilometres of Toronto;
- one trip home every two months when employed more than 322 kilometres but fewer than 644 kilometres from Toronto;
- one trip home every six months when employed in excess of 644 kilometres from Toronto;
- one trip home for employees who desire it, at the Christmas Season.

The length of stay at home during these trips shall not exceed five working days unless the employer and employee agree to extend the length of stay.

Employees may choose the method of transportation but the employer is only obligated to pay railroad costs if train service is available.

If the work place is more than 644 kilometres from Toronto the employer shall assume the cost of one reduced rate three minute phone call to the employee's home on the presentation of a receipt.

17.8 Transportation of Employees and Tools

When an employer provides transportation under the terms of this Agreement, it shall be sheltered insured transportation.

When the employee is requested to provide transportation between jobs during a normal working day, for travel purposes only, he shall be reimbursed by the Travel Allowance shown above, in addition to his hourly rate.

It is agreed that the provision of a personal vehicle is not a requirement of employment.

17.9 When in the geographic jurisdiction of another Sheet Metal Workers' International Association Local Union employees shall report to the representative of that local union before starting work.

17.10 Journeymen sheet metal workers and registered apprentices shall not be permitted to furnish the use of an automobile or other conveyance to transport tools, equipment, or materials from shop to job, from job to job or from job to shop, facilities for such transportation to be provided by the employer; or required as a condition of employment to furnish an automobile or other conveyance to transport men. 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 or job

to home at quitting time under conditions as set forth in this Clause.

17.11 All employer supplied transportation referred to in this Appendix shall be sheltered insured transportation.

17.12 The local union and the local trade association shall cooperate to promptly update and distribute zone/board maps, and they shall share equally the cost of printing such maps.

The local union and the local trade association shall also clarify the limits to the zone and board radii beyond geographical jurisdiction.

CLAUSE 18 - TRUST FUNDS

Refer to Articles 33, 34 and 35 Body of Agreement

18.1 Employer's Contributions

Each Employer shall contribute monthly, for each of its employees as defined in Article 2 of the Body of Agreement, to the Sheet Metal Workers' Local Union 30 Health and Welfare Fund, Pension Fund, Ontario Conference Dues Promotion Fund, Local 30 Training Trust Fund, Provincial Training Trust Fund, Industry Fund, Stabilization Fund, De Novo Fund, Bereavement Fund and Local Dues Promotion Fund in the amounts set out in the applicable Wage Schedules, for each hour worked.

Note: Detailed information on contributions and monthly report forms may be obtained from the Administrator

18.2 Time and Method of Payment of Employer Contributions

Employer Contributions for each month shall be made by cheque payable to the Sheet Metal Workers' Local Union 30 Benefit Trust Fund; and shall be remitted to the Administrator of the Trust Funds, together with completed Returns, obtainable from the Administrator, showing the name, hours

worked, and amounts remitted, with respect to each employee for the relevant monthly reporting period.

The Contributions Cheque and Returns shall be remitted by the employer so that they are received by the Administrator by no later than the 20th day of the month next following the month in which the contributions were earned.

The Administrator shall immediately forward the Industry Fund Payment to the Local Trade Association as each employer's contribution for the general purposes of that Association, including its share of the costs of negotiating and administering this Agreement.

The Administrator shall immediately forward the Ontario Conference Dues Promotion Fund payment to the Ontario Sheet Metal Workers' and Roofers' Conference.

The Administrator shall immediately forward the Local 30 Training Trust Fund payment to Local Union No. 30.

The Administrator shall immediately forward the Local Union 30 Stabilization Trust Fund payment to Local Union No. 30.

The current name and address of the Administrator is:

Employee Benefit Plan Services
45 McIntosh Drive
Markham, Ontario
L3R 8C7

Telephone: (905) 946-9700

Fax: (905) 946-2535

18.3 Late Payment Damages

If any employer shall default in making the Contributions and filing the Returns as herein required, and such default shall not be remedied by the last day of the month in which the Contributions and Returns are required to be made, the employer shall pay on the first day of the next month,

in addition to the arrears of Contributions, an amount, by way of liquidated damages, equal to 12% of the arrears of Contributions for the immediately preceding month. For each succeeding month, or part thereof, in which default in payment of such contributions, or filing Returns, continues, liquidated damages equal to 5% of the amount of such arrears shall be paid. For the purpose of these calculations, arrears shall include unpaid liquidated damages.

The parties acknowledge that the liquidated damages represents the agreement of the parties to seek to pre-estimate and recapture all or part of the administration expenses which may be incurred in seeking to collect Contributions and to secure Returns from delinquent employers. The parties therefore acknowledge and agree that the liquidated damages is not a penalty and will not be challenged at arbitration or otherwise.

The parties acknowledge and agree that the liquidated damages comprise wages in the same manner, and to the same effect, as do the Contributions.

18.4 Use of Contributions

Except as hereinafter provided the contributions of the employers shall be used to provide Benefits to eligible employees and their families, in such form and amount as the trustees of the Trust Funds may determine.

18.5 Trustees and Their Duties

The said Trust Funds shall be administered solely by representatives of the local union in agreement with any laws governing this type of funds in Canada and the Province of Ontario. A copy of any agreements and declarations of trust, together with any amendments thereto shall be attached to this Agreement and considered to be a part hereof. The said Trust Agreement shall provide for annual audited reports of the income and expenditures of the funds.

The trustees of the Trust Funds shall forward to the Board of Trustees, which has been appointed to administer the Sheet Metal Workers' Local No. 30 Pension Plan, an amount necessary to provide past service benefits under the Pension Plan, as determined by an actuary appointed for that purpose by the Board of Trustees of the Pension Plan.

Copies of any agreements and declaration of trust, implementing such Pension Plan, together with any amendments thereto, shall be attached to this Agreement and considered to be part thereof.

No part of such Funds will be paid to a Labour Organization or employees except in the form of the agreed benefits.

No part of such contributions may revert to the employer, with the exception of the Industry Fund.

18.6 If Funds Discontinued

In the event that these 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 Industry Fund). The benefits to be received by eligible employees are to be set forth in contracts and the trustees shall furnish a contributing employer and all eligible employees, a schedule and description of such Welfare, Pension and Supplementary Unemployment Insurance Benefits, and the eligibility rules which govern them.

18.7 Information to Trustees

The employer agrees to furnish the trustees with such information as may be required for proper and efficient administration.

18.8 Industry Fund

No part of any monies paid into the Industry Fund shall be used in any way by the recipient for political or anti-union activities.

Monies paid into the Industry Fund shall be used in the following manner:

- (a) To establish and conduct an educational program for the general public, employer members, employee members and others with respect to new techniques, ideas and methods which will improve the sheet metal industry and increase the contributions that the industry and its employees can make to the community.
- (b) To formulate programs which will promote harmony between the local trade association and the employees in the industry, to study and institute programs which will make it possible for the industry to be of greater service to the public.
- (c) To engage in such public relations, education and advertising programs as are necessary to develop and increase consumer demand, so as to maintain maximum job opportunities and steady business activity.
- (d) To protect existing standards within the sheet metal industry and improve such standards whenever necessary to keep pace with new developments in the sheet metal industry.
- (e) To engage in any proper activity which will increase the efficiency of the industry, its ability to serve the public and foster good public relations.
- (f) To foster and promote a safety program for the sheet metal industry.

18.9 Local 30 Training Trust Fund

A Training Fund for members of Local Union 30 shall be continued. Such fund will be funded by a deduction from the wages of each journeyman sheet metal worker and registered apprentice, sheeter/decker and other sheeting and decking classifications for each hour or part thereof worked as set out in the applicable Wage Schedules.

The Training Fund will be trusted and administered solely by Local Union 30.

Final contractual language to accommodate requirements for any government grants.

18.10 Stabilization Fund

A Stabilization Fund known as the Local Union 30 Stabilization Trust Fund shall be established. The sole administrator of the Stabilization Fund shall be Local Union 30. The sole trustees of the Stabilization Fund shall be representatives of Local Union 30.

18.11 De Novo Fund

The employers covered by this agreement on behalf of each of its employees shall make a \$0.01 contribution for each hour worked to a De Novo Fund.

18.12 Bereavement Fund

The employers covered by this agreement on behalf of each of its employees shall make a \$0.02 contribution for each hour worked to a Bereavement Fund.

18.13 Local Dues Promotion Fund

Each employer shall deduct from the pay of each employee covered by this Agreement the amount set out in the applicable wage schedules for each hour worked or part thereof and remit said amount by the 20th day of the following month for which the contributions are being made as directed by Local Union No. 30.

18.14 Work Ready Safety Training Fund

Each employer shall contribute monthly to the Work Ready Safety Training Fund the amount set out in the applicable Wage Schedules for each hour worked by each employee. Clauses 18.5 and 18.6 are not applicable to this fund.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

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, excepting only the handling for transportation of all materials and equipment in and from the shop and/or warehouse and into a designated storage space on the ground floor. The distribution of this material throughout the building shall be carried out by members of Local Union 30.

19.2 Contracts

In order to avoid jurisdictional controversies with other trades, the employer shall endeavour to procure and embrace in his job, contract and specifications, all sheet metal work, all ventilation and air conditioning work including balancing as well as all apparatus and equipment required for a complete installation of same, including all material and equipment handling from the loading area to the point where items are to be installed. Where the employer cannot secure all work associated with a complete installation, the local union will be notified.

19.3 Union Label

The Union Label shall be used in the area governed by this Appendix. The use of Union Labels of the Sheet Metal Workers' International Association is limited to union made sheet metal products manufactured, assembled and fabricated

within the jurisdiction of and by good standing members of the local union.

19.4 Jurisdictional Disputes

Jurisdictional disputes between trades may be referred to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. This provision shall apply for the term of the current collective agreement.

CLAUSE 20 - DUES DEDUCTIONS

20.1 Union Dues Promotion Fund

The employer shall deduct for each hour or part thereof worked by all employees covered by this Agreement the amount set out in the applicable Wage Schedules and shall remit said amount to the Authorized Collector for the Local Union 30 Trust Funds in the same manner as outlined in Clause 18.2.

The Authorized Collector shall forward immediately the Union Dues Promotion Fund to Local Union 30, which shall administer this fund and shall supply the necessary forms to be completed by the employer.

Without limiting the generality of the term “Promotion”, and without limiting the terms of the Fund, the purpose and intent of this Fund shall be to make any and all expenditures necessary to improve, promote and assist members in the sheet metal industry. This shall be at the sole discretion of Local Union 30.

CLAUSE 21 - POLICY STATEMENTS

21.1 Controlled Substances

It is understood and agreed that alcohol, drugs and other controlled substances are prohibited in the workplace. The possession, use, sale, consumption, or reporting for work under the influence of alcohol, drugs, or other controlled

substances shall be deemed to be just cause for referral to a “Substance Abuse” program for evaluation. Unreasonable refusal to participate in a substance abuse program shall be deemed to be just cause for suspension without remuneration.

- 21.2** Each employer shall ensure that all company-owned trucks bear the name of the company in a conspicuous manner.
- 21.3** Employees shall be paid by employers at regular straight time rates for all safety training required by government legislation (Sundays and statutory holidays excluded).
- 21.4** Upon request, the employer shall provide to the local union, in writing, all member-specific information related to the training that the employer has provided to employees pursuant to the Occupational Health & Safety Act and its regulations.

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO SHEET METAL CONTRACTORS' ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION, LOCAL 30
("Local Union")

WHEREAS the Local Association and the Local Union wish to standardize the terms and conditions across the Toronto and Barrie Areas in Appendix "K" of the Collective Agreement between the Ontario Sheet Metal and Air Handling Group, and the Sheet Metal Workers' International Association and Ontario Sheet Metal Workers' Conference, effective from May 1, 2007, until April 30, 2010 ("Collective Agreement");

AND WHEREAS in consideration of the Local Union's agreement to delete certain references to Barrie in Appendix "K" of the Collective Agreement the Local Association has agreed to increase the Barrie Area wage rates over a six-year period in order to equalize the Toronto and Barrie Area wage rates in Appendix "K" and Appendix "A" of the Collective Agreement;

THE PARTIES AGREE as follows:

1. The first three wage rate increases for the classifications of "journeyman" and "sheeter/decker" shall be: \$0.30 per hour effective May 1, 2007, \$0.35 per hour effective May 1, 2008, and \$0.41 per hour effective May 1, 2009, with other classifications at the appropriate percentage, in addition to any wage rate increases negotiated at the Provincial level of bargaining;
2. The remaining three wage rate increases for the classifications of "journeyman" and "sheeter/decker" shall occur during the term of the following Collective Agreement effective from

May 1, 2010, until April 30, 2013, and shall be: \$0.36 per hour effective May 1, 2010, \$0.35 per hour effective May 1, 2011, and \$0.35 per hour effective May 1, 2012, with other classifications at the appropriate percentage, in addition to any wage rate increases negotiated at the Provincial level of bargaining.

3. This Letter of Understanding shall form part of the Collective Agreement.

DATED at Toronto this 29th day of March, 2007.

Peter Minialoff -
For the Local Association

James Jackson -
For the Local Union

Wayne Peterson -
For OSMAHG

Tim Fenton -
For OSMW&RC

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO SHEET METAL CONTRACTORS' ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION, LOCAL 30
("Local Union")

WHEREAS the Collective Agreement between the Ontario Sheet Metal and Air Handling Group, and the Sheet Metal Workers' International Association and Ontario Sheet Metal Workers' Conference, effective from May 1, 2007, until April 30, 2010 ("Collective Agreement") contains provisions set out in the attached Memorandum of Agreement ("Memorandum");

AND WHEREAS the Local Association and the Local Union wish to clarify the meaning of the handwritten provisions set out in the Memorandum;

THE PARTIES AGREE to the following as an aid to interpreting these provisions of the Collective Agreement:

1. The overtime rate shall apply to all hours worked in excess of the daily and weekly limits of the employer's established regular hours (see Clause 10), as well as all hours worked on any weekday when work is not normally performed according to the employer's established regular work week (eg. a Friday when an employee works 4 x 9 Monday through Thursday, subject to Clause 16, Vacation and Holiday Pay).
2. When hours are worked outside the employer's established regular hours a premium of \$3.50/hour shall apply to all such hours. When such hours are worked for two or more consecutive days in any given week, the \$3.50/hour premium shall also apply for all regular hours worked on those days.

3. The overtime rate shall apply for all hours worked on Saturdays, Sundays and holidays. A premium of \$3.50/hour shall also apply in addition to the overtime rates for all hours worked outside the hours of 7:00 a.m. and 4:30 p.m., on such days. When such hours are worked for two or more consecutive days on Saturdays, Sundays or holidays, the \$3.50/hour premium shall also apply for all hours worked within the hours of 7:00 a.m. to 4:30 p.m. on such days.
4. Paragraphs 1 through 3 apply to Appendix "A".

DATED at Toronto this 2nd day of July, 2008.

For the Local Association

For the Local Union

P. Minialoff

James Jackson

W. Peterson

Chris Paswisty

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS' ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following changes for the Collective Agreement, effective from May 1, 2007, until April 30, 2010:

APPENDIX "K"

Shift Work Premium: Journeymen: 2nd shift: \$3.50 per hour
3rd shift: \$3.50 per hour

Apprentices: at appropriate percentage

Irregular Hours Journeymen: \$3.50 per hour
Premium:

Apprentices: at appropriate percentage

DATED at Toronto this 29th day of March, 2007.

For the Local Association

For the Local Union

P. Minialoff

James Jackson

W. Peterson

Tim Fenton

***The intent being that all hours worked outside 10.1 shall receive a premium of \$3.50/hour. It being understood that overtime applies for any hours worked beyond the normal work day. ie) Article 24.2 & 25.3 ***

Initialed J.J. P.M.

(The above provisions were handwritten in the original Memorandum).

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

**APPENDIX "K"
May 16, 2016**

**TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30**

WAGE RATES

	Journeyman	1st yr	2nd yr	- Apprentices -			5th yr
				3rd yr	4th yr		
Hourly Rate	38.19	16.22	21.25	21.84	26.12	30.37	30.37
Vac. Pay	10%	10%	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11	4.11	4.11
Pension	8.95	-	-	4.86	5.69	6.51	6.51
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	1.00	0.40	0.50	0.60	0.70	0.80	0.80
De Novo Fund	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Bereavement	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total Package	56.23	22.51	28.14	33.75	39.39	44.99	44.99
Ind. Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12	0.12
H & S Training	<u>0.04</u>	<u>0.04</u>	<u>0.04</u>	<u>0.04</u>	<u>0.04</u>	<u>0.04</u>	<u>0.04</u>
Total	56.69	22.97	28.60	34.21	39.85	45.45	45.45

Transportation Allowance \$2.10 per hour worked

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

**APPENDIX "K"
TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30**

January 1, 2017	WAGE RATES				
	Journeyman	1st yr	2nd yr	- Apprentices -	
			3rd yr	4th yr	5th yr
Hourly Rate	38.19	16.22	21.25	26.12	30.37
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	8.95	-	4.86	5.69	6.51
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	1.00	0.40	0.50	0.70	0.80
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement	0.02	0.02	0.02	0.02	0.02
Total Package	56.23	22.51	28.14	33.75	44.99
Ind. Fund	0.30	0.30	0.30	0.30	0.30
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Work Ready Safety	0.17	0.17	0.17	0.17	0.17
Total	56.86	23.14	28.77	34.38	45.62

Transportation Allowance \$2.10 per hour worked

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "K"
May 1, 2017
TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30
Revised 04/13/17

	WAGE RATES				
	- Apprentices -				
	1st yr	2nd yr	3rd yr	4th yr	5th yr
Journeyman					
Hourly Rate	16.53	21.64	22.18	26.53	30.84
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	-	-	4.99	5.84	6.68
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	0.40	0.50	0.60	0.70	0.80
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total Package	22.85	28.57	34.26	39.99	45.67
Ind. Fund	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Work Ready Safety	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
Total	23.52	29.24	34.93	40.66	46.34

Transportation Allowance \$2.30 per hour worked / Work Ready Allowance \$0.13 per hour worked

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "K"
May 1, 2018
TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30
Revised 04/13/17

	WAGE RATES				
	- Apprentices -				
	1st yr	2nd yr	3rd yr	4th yr	5th yr
Journeyman					
Hourly Rate	16.89	22.09	22.59	27.00	31.38
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	-	-	5.14	6.02	6.88
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	0.40	0.50	0.60	0.70	0.80
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total Package	23.25	29.07	34.86	40.69	46.47
Ind. Fund	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Work Ready Safety	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
Total	<u>23.92</u>	<u>29.74</u>	<u>35.53</u>	<u>41.36</u>	<u>47.14</u>

Transportation Allowance \$2.85 per hour worked / Work Ready Allowance \$0.13 per hour worked

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

APPENDIX “K” Toronto Area (including Barrie and Peterborough Areas)(cont'd)

Revised 01/01/2017

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:Journeyman: 2nd shift: \$3.50 per hour
3rd shift: \$3.50 per hour

Apprentices: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.50 per hour

Apprentices: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Transportation Allowance:

\$2.10 per hour - May 16, 2016

\$2.30 per hour - May 1, 2017

\$2.85 per hour - May 1, 2018

Zone Allowance per day:

Zone	Kms	May 1/15
▲1	0-46	\$11.82
2	46-113	\$18.02

▲Including Toronto Island jobs.

Board Allowance per day worked:

\$92.50 per day - May 1, 2015

Overtime Pay:

X2 General

X1 1/2 In-Plant Work(not including automotive assembly plants)

Work Week:

36 hours

Show-up Time:

3 hours

Lay-off:

Prior day or, if same day, 1 hour notice with pay plus 1 hour severance pay.

Union Dues Deduction:

Yes

Notes:

1. **Conferece Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Union Dues Deduction** are included in the hourly rate and 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. Wages to be paid in sealed envelope.
4. **De Novo Fund** - employer and employee funded by \$0.01 each for each hour worked. To be remitted together with employer's contributions.
5. **Bereavement Fund** - employer funded by \$0.02 for each hour worked. To be remitted together with employer's contributions.
6. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.
7. A training database will be maintained by the Union. The employers shall contribute \$0.04 per hour for its administration.
8. A **Work Ready Safety Training Fund** shall be established. Employers shall contribute \$0.17 per hour worked to the Fund effective January 1, 2017.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

**APPENDIX "A" TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.19	32.78	29.70	21.17	16.22
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	8.95	7.77	6.59	--	--
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	1.00	0.89	0.80	0.50	0.40
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Total Package	<u>56.23</u>	<u>48.99</u>	<u>44.33</u>	<u>28.06</u>	<u>22.51</u>
Ind. Fund	0.30	0.30	0.30	0.30	0.30
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Total	<u>56.69</u>	<u>49.45</u>	<u>44.79</u>	<u>28.52</u>	<u>22.97</u>

Transportation Allowance \$2.10 per hour worked.

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

**APPENDIX "A" TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30**

January 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.19	32.78	29.70	21.17	16.22
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	8.95	7.77	6.59	--	--
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	1.00	0.89	0.80	0.50	0.40
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Total Package	<u>56.23</u>	<u>48.99</u>	<u>44.33</u>	<u>28.06</u>	<u>22.51</u>
Ind. Fund	0.30	0.30	0.30	0.30	0.30
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Work Ready Safety	0.17	0.17	0.17	0.17	0.17
Total	<u>56.86</u>	<u>49.62</u>	<u>44.96</u>	<u>28.69</u>	<u>23.14</u>

Transportation Allowance \$2.10 per hour worked.

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"
May 1, 2017
TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30
Revised 04/13/17

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.77	33.29	30.16	21.56	16.53
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	9.16	7.96	6.76	--	--
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	1.00	0.89	0.80	0.50	0.40
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement Fund	0.02	0.02	0.02	0.02	0.02
Total Package	57.08	49.74	45.01	28.49	22.85
Ind. Fund	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Work Ready Safety	0.17	0.17	0.17	0.17	0.17
Total	57.75	50.41	45.68	29.16	23.52

Transportation Allowance \$2.30 per hour worked. / Work Ready Allowance \$0.13 per hour worked.

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**TORONTO AREA (INCLUDING BARRIE AND PETERBOROUGH AREAS)
LOCAL UNION 30
Revised 04/13/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.45	33.90	30.71	22.02	16.89
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.11	4.11	4.11	4.11	4.11
Pension	9.41	8.18	6.96	--	--
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	1.00	0.89	0.80	0.50	0.40
De Novo Fund	0.02	0.02	0.02	0.02	0.02
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total Package	58.08	50.63	45.81	28.99	23.25
Ind. Fund	0.34	0.34	0.34	0.34	0.34
Prov. Training	0.12	0.12	0.12	0.12	0.12
H & S Training	0.04	0.04	0.04	0.04	0.04
Work Ready Safety	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
Total	58.75	51.30	46.48	29.66	23.92

Transportation Allowance \$2.85 per hour worked. / Work Ready Allowance \$0.13 per hour worked.

Note: Stabilization Fund payable on hours worked & return to the hourly rate for the overtime hour earned - See Appendix "K", Clause 13.5

APPENDIX "A" Toronto Area (including Barrie & Peterborough Areas) (cont'd)

Revised 01/01/2017

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:Journeyman: 2nd shift \$3.50 per hour
3rd shift \$3.50 per hour

Other classifications: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.50 per hour

Other classifications: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Transportation Allowance:

\$2.10 per hour - May 16, 2016

\$2.30 per hour - May 1, 2017

\$2.85 per hour - May 1, 2018

Zone Allowance per day:

Zone	Kms	May 1/15
▲1	0-46	\$11.82
2	46-113	\$18.02
▲	Including Toronto Island jobs.	

Board Allowance per day worked:

\$92.50 per day - May 1, 2015

Overtime Pay:

X2 General

X1 1/2 In-Plant Work (not including automotive assembly plants)

Work Week:

37.5 hours

Show-up Time:

3 hours

2 hours increment weather

Lay-off: Prior day or, if same day, 1 hour notice with pay plus 1 hour severance pay.

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Deduction** are included in the hourly rate, and 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. Wages to be paid in a sealed envelope.
4. **De Novo Fund** - employer and employee funded by \$0.01 each for each hour worked. To be remitted together with employer's contributions.
5. **Bereavement Fund** - employer funded by \$0.02 for each hour worked. To be remitted together with employer's contributions.
6. **Provincial Training Trust Fund** of \$0.12 is non-taxable and therefore, is not included as earnings for the employee.
7. A training database will be maintained by the Union. The employers shall contribute \$0.04 per hour for its administration.
8. **A Work Ready Safety Training Fund** shall be established. Employers shall contribute \$0.17 per hour worked to the Fund effective January 1, 2017.



Provincial Collective Agreement 2016 - 2019

Ontario Sheet Metal
Contractors Association

and

Sheet Metal Workers'
International Association
and Ontario Sheet Metal
Workers' Conference

APPENDIX "L" - WATERLOO - WELLINGTON AREA

Local Trade Association

**Waterloo-Wellington Sheet Metal
Contractors Association**

Local Union

**Local No. 562 Sheet Metal
Workers' International**



PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX "L" - WATERLOO-WELLINGTON AREA

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PROVINCIAL COLLECTIVE AGREEMENT

2016 - 2019

APPENDIX “L”

Local Trade Association:

Waterloo-Wellington Sheet Metal Contractors Association

Local Union:

Local No. 562

Sheet Metal Workers’ International Association

CLAUSE 1 - GEOGRAPHIC SCOPE

The geographic scope of this Appendix is:

The Cities of Kitchener-Waterloo, Guelph, Cambridge. The Counties of Waterloo, Wellington, Grey, Perth; excluding the Townships of Blanchard, Downie, Fullerton, Hibbert, Logan, including all the Municipalities in the Counties or portion thereof within the geographic scope of this Appendix.

Note: City of Stratford is included in geographic scope of Appendix “D”, London.

CLAUSE 2 - APPRENTICESHIP COMMITTEE - LOCAL

Refer to Article 16 Body of Agreement

- 2.1** The financing of the Local Joint Apprenticeship and Training Committee shall be shared equally by the local trade association and the members of Local Union 562 in the amounts set out in the applicable Wage Schedules.

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 four periods of his apprenticeship

unless working with a licensed journeyman who is a member of the Union.

3.2 Night School

All sheet metal apprentices shall registered for, and attend regularly, sheet metal night school classes where designated and available for each period of this apprenticeship. Apprentices attending Community Colleges or their affiliates will not be exempt from attending night school. Any apprentice who fails to register for and attend, regular sheet metal night school classes will appear before the Local Joint Apprenticeship Committee to give reason why he should not be suspended from his apprenticeship.

- 3.3** Employers may start a new apprentice provided that no apprentice indentured to the employer is on lay-off or working for another employer.

No new apprentices will be hired while there are apprentices on the unemployed list.

On lay-off, apprentices not indentured to the employer must be laid off first.

An employer must lay off indentured apprentices in a sequence from lowest year to highest year, that is, first year before second year with fifth year being the last to be laid off.

CLAUSE 4 - STEWARDS

- 4.1** Stewards shall be appointed by agreement between the business manager and the employer representative from the existing work forces. Stewards will not be discharged, permanently transferred, or discriminated against because of the performance of their duties as stewards.
- 4.2** No duly appointed shop steward may be laid off or permanently transferred unless three days written notice is given to the office of the business manager of Local 562. Should a dispute arise which cannot be resolved between the business

- manager and the employer, the matter will be handled under the grievance procedure set out in this Agreement.
- 4.3 Stewards shall report violations of rules and jurisdictional problems to the business manager, and their duties shall pertain only to the particular employer by whom they are employed. Therefore, they shall not interfere with other contractors on the job site.
 - 4.4 The job steward on a project shall have top seniority when four or more employees are employed. For purposes of this clause foremen and working foremen shall not be included.
 - 4.5 When a minimum of eight hours overtime is to be worked, the steward or business manager shall be notified in advance.

CLAUSE 5 - FOREMEN AND SUB-FOREMEN

Refer to Article 7 Body of Agreement

See Clause 15.

CLAUSE 6 - SENIOR JOURNEYMEN

Refer to Article 21.2 Body of Agreement

CLAUSE 7 - HIRING PROCEDURE

Refer to Article 21 Body of Agreement

CLAUSE 8 - LAY-OFF PROCEDURE

- 8.1 When journeymen sheet metal workers and apprentices are laid off, they shall receive two hours' notice and the local union office shall receive four hours' notice. Also, at severance they shall either be paid in full or the employer shall send such wages together with the Record of Employment to the employee's last known address by registered mail within two working days.

CLAUSE 9 - IN-PLANT WORK - MAINTENANCE

See Clause 10.1(c).

CLAUSE 10 - HOURS OF WORK

Refer to Article 24 Body of Agreement

10.1 Site Hours

- (a) The regular working day shall consist of eight consecutive hours of work on the job between 7:00 a.m. and 4:30 p.m. as mutually agreed and the regular work week shall consist of five consecutive days on the job, Monday to Friday inclusive.
- (b) Where the mechanical contractor on a job site is working a 36 hour week, then the sheet metal work week on that site shall be 36 hours.
- (c) The industrial work week shall be as in (a) above.

10.2 Shop Hours

The regular work day and week shall be as in 10.1 (a) above, except Friday which shall consist of six consecutive hours between 7:00 a.m. and 2:30 p.m. as mutually agreed.

- 10.3** By mutual agreement between the individual employer and the local union office, the regular hours of work may be changed to five (5) nine (9) hours per day Monday to Friday inclusive between the hours of 7:00 a.m. to 4:30 p.m. or 5:00 p.m. on any project or in any shop for a period as agreed.

The hours of work under this clause for all employees will be a maximum of four (4) consecutive nine (9) hour days.

- 10.4** Notwithstanding clauses 10.1, 10.2, 10.3, the regular work week shall not exceed forty (40) hours by any employee.
- 10.5** All labour performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement.

- 10.6** The lunch period shall be one hour or half hour period as mutually agreed upon.

CLAUSE 11 - WORK BREAKS

- 11.1** A work break not exceeding a ten minute work stoppage may be taken by an employee once in each half of the shift and at the commencement of overtime, when time taken off for a meal is not taken. The time of the work break will be established by the employer. The employer will endeavour to arrange the work break in the mid half of each shift.

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** When it is necessary by virtue of the urgent nature of the project or particular working conditions stipulated in a contract for shift work to be arranged, in order to qualify as shift work, shifts must be worked for a minimum of two successive days. Such shifts may be worked between 1:00 a.m. Monday and 8:00 a.m. Saturday of the same week, but no employee shall be permitted to work on more than one shift in any 24 hours unless he is paid overtime hourly rates. This does not apply when an employee changes from one shift to another providing there is eight hours in between shifts. When such a shift system is worked the employees shall be paid the shift work premium in addition to the hourly rate.
- 12.2** When working shifts and 50% or more of the scheduled shift hours worked are before midnight the second shift premium will be paid. When the majority of the scheduled shift hours are worked after midnight the third shift premium will be paid. No shift premium is to be paid on overtime hours.

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** All work in excess of the regular working hours shall be overtime except where stipulated in Clause 12, Shift Work, and in Article 24.2, Irregular Hours. Time and one half shall be paid for all overtime up to 12 midnight Saturdays included. Double time from 12:01 a.m. to 7:00 a.m. on all working days. Sundays and all holidays as set out in Article 23 of this Agreement shall be paid at the hourly rate of double time.
- 13.2** In finishing a job on a regular working day as outlined in this Agreement in existing industrial and commercial buildings only, if to finish will not take more than one hour's time, it shall be done at single time hourly rate.

CLAUSE 14 - SHOW-UP TIME

Refer to Article 26 Body of Agreement

- 14.1** Unless previously notified not to report for work, when an employee, employed on a job or a project reports for work as usual, and for whom no work is available, such employee shall be given three hours pay plus travelling allowance if applicable, for reporting on the job, provided, however, that the employee remains on the job during the three hour period and performs any work requested which, in the opinion or judgement of his employer, can be accomplished.

CLAUSE 15 - WAGES

Refer to Article 27 Body of Agreement

- 15.1** The minimum hourly rate, vacation pay and employers contributions for journeymen sheet metal workers, registered

apprentices, foremen and sub-foremen employed in the shop or on the job to perform any work specified in the trade jurisdiction as provided in this Agreement shall be as set out in the applicable Wage Schedules.

15.2 Foremen and Sub-Foremen

Where there are four or more men on a job the bargaining unit employee directly responsible for the job shall be paid the hourly foreman premium above the hourly rate as set out in the applicable Wage Schedules.

Where there are at least two journeymen and less than four on the job the bargaining unit employee directly responsible for the job shall be paid the hourly premium of sub-foreman, above the hourly rate as set out in the applicable Wage Schedules (not applicable to Appendix "A" - Waterloo-Wellington).

Where there is a foreman on a job, a sub-foreman may be appointed at the discretion of the employer and shall be paid the sub-foreman hourly premium above the hourly rate as set out in the applicable Wage Schedules (not applicable to Appendix "A" - Waterloo-Wellington).

In order to qualify for this premium pay the period for which the premium pay is indicated must be more than one working day.

CLAUSE 16 - VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement.

- 16.1** All employees shall be entitled to, and shall take two weeks vacation in accordance with the regulations for the construction industry as outlined in the Employment Standards Act of the Province of Ontario. Any employee who wishes to take more than two weeks vacation shall arrange with his employer for the additional time he desires.

CLAUSE 17 - TRAVEL AND BOARD

Travel Allowance:

Refer to applicable Wage Schedules.

Zone Allowance:

Refer to applicable Wage Schedules.

Board Allowance:

Refer to applicable Wage Schedules.

17.1 Travel and Zone Allowance

When employed in the shop or on the job, within the limits of Zone 1, sheet metal workers and registered apprentices shall be governed by the regular working hours specified herein, and shall provide for themselves necessary transportation within said limits from home to shop or job at starting time, and shop or job to home at quitting time, and the employer shall provide or pay for all necessary additional transportation during regular working hours.

- 17.2** In addition to wages, each employee working on jobs in the travel zones will receive the Zone Allowance shown above to cover their expenses caused by the distance of the job from the usual work area.
- 17.3** This allowance covers the driving, use of the car including all the hazards connected with driving a car, regardless of whether they are insured or not. It is understood that the driver is not driving the car at the employer's request, but as a convenience to his fellow workers and it is in his interest to be fully and adequately insured against all risks.
- 17.4** If, in addition to the drive to and from the job or shop, a worker is expressly requested by the employer to drive his car during the working hours, a Travel Allowance as shown above will be paid for such authorized trips except when company transportation is supplied.

- 17.5 Travel Zones are established by concentric circles centred at the Waterloo-Wellington Airport Tower. Travel and Zone Allowance for each journeyman sheet metal worker and registered apprentice shall be paid as shown above.

No journeyman sheet metal worker or registered apprentice shall receive zone allowance while working in city, town, or village of his normal residence.

Note: For Zone 11 the board allowance is paid only when employees are required to stay overnight and provide receipts.

- 17.6 In addition to the above expense, every employee required to work on a job over 97 kilometres distance (from the Waterloo-Wellington Airport Tower) shall be reimbursed at the Travel Allowance shown above for his initial trip to the project, and for the return trip at the completion of a job except when company transportation is supplied. In addition to the above travel expense, all employees in receipt of board allowance will be allowed one round trip after the first month's employment on the project. This trip home per month will be paid on the fifth week's pay, and each four weeks thereafter. If the employee terminates his employment without giving 48 hours notice, or is dismissed for just cause, he shall not receive his travel allowance for the return trip.
- 17.7 Journeymen sheet metal workers and registered apprentices, shall not be requested to furnish the use of an automobile or other conveyance to transport tools, equipment or materials from shop to job, from job to job, or from job to shop, facilities for such transportation to be provided by the employer, and shall not be required as a condition of employment to furnish an automobile or other conveyance to transport men. 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 or job to home at quitting time.

17.8 All employer supplied transportation referred to in this Appendix shall be sheltered insured transportation. If requested to report to the shop before 8:00 a.m., but not before 7:00 a.m. to load truck or deliver materials to any job other than his own, an employee shall be paid at the hourly rate of straight time from the time he was requested to report for work.

When requested to take employer supplied transportation to transport equipment or materials to or from the job on which he is working, zone allowance shall be paid as set out above.

17.9 All sheet metal workers and registered apprentices shall be on the job at the tool lock up or in the shop, in their immediate work area with the approved “Kit of Tools”, in order to commence work at the regular starting time.

17.10 The employee will normally take his tools with him; however, when other arrangements are made for transporting the employee’s tools, it shall be at the employer’s expense and such employee shall not suffer loss of wages because his tools are not available to him.

17.11 On projects over ninety-seven (97) kilometre radius from the Waterloo-Wellington Airport Tower, the applicable travel and board expenses will be paid in advance when requested by the employee.

17.12 Parking

Where members are working on jobs in Local 562’s area and parking is an expense to the member, the respective contractor will reimburse the member for the parking expense upon remittance of a receipt.

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 562 Welfare Fund, Pension Fund, Union Dues Promotion 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 payment of employer's contributions as set out above shall be made in a lump sum monthly by cheque payable to the Trustees of Local 562 Trust Funds and forwarded not later than the 10th day of the following month to the Administrator.

Note: Detailed information on contributions and contribution forms may be obtained from the business office of the Sheet Metal Workers Local 562 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 562 Trust Funds.

18.3 Union Dues Promotion Fund

All employers bound by this Agreement shall contribute the amount set out in the applicable Wage Schedules for every hour worked by each employee covered by this Agreement to a Fund to be known as the Union Dues Promotion Fund.

The purpose of the Union Dues Promotion Fund will be to improve and promote the sheet metal industry in general at the sole discretion of the Sheet Metal Workers' Union Local 562.

The contributions to the Union Dues Promotion Fund shall be shown separately on the remittance form.

18.4 Stabilization Fund

The Local Union 562 Stabilization Trust Fund shall be composed of a Board of Trustees appointed by the Union in accordance with the terms of a Memorandum of Agreement providing for the establishment of a Stabilization Trust Fund dated July 8, 1987, that has been negotiated between the Association and the Union, as amended January 15, 2007.

CLAUSE 19 - TRADE JURISDICTION

Refer to Article 29 Body of Agreement

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 excepting:

- the handling for transportation of materials and equipment in and from the shop and/or warehouse and into designated storage place. The distribution of this material throughout the building shall be carried out by Local Union 562 members.

CLAUSE 20 - DUES DEDUCTIONS

Not applicable.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "L"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562**

June 13, 2016

WAGE RATES

	Journeyman	1st yr	2nd yr	- Apprentices -		
		3rd yr	4th yr	5th yr		
Hourly Rate	39.39	14.75	18.90	22.96	27.10	31.17
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	2.60	2.60	2.60	2.60	2.60	2.60
Pension	6.88	2.75	3.44	4.13	4.82	5.50
Local Training	0.02	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>0.80</u>	<u>1.00</u>	<u>1.20</u>	<u>1.40</u>	<u>1.60</u>
Total Package	54.95	22.52	27.97	33.33	38.77	44.13
Ind. Fund	0.25	0.25	0.25	0.25	0.25	0.25
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12	0.12
Local Training	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	55.46	23.03	28.48	33.84	39.28	44.64

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "L"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562**

December 1, 2016

WAGE RATES

	Journeyman	1st yr	2nd yr	- Apprentices -		
		3rd yr	4th yr	5th yr		
Hourly Rate	39.27	14.64	18.78	22.85	26.98	31.05
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	2.73	2.73	2.73	2.73	2.73	2.73
Pension	6.88	2.75	3.44	4.13	4.82	5.50
Local Training	0.02	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>0.80</u>	<u>1.00</u>	<u>1.20</u>	<u>1.40</u>	<u>1.60</u>
Total Package	54.95	22.52	27.97	33.33	38.77	44.13
Ind. Fund	0.25	0.25	0.25	0.25	0.25	0.25
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12	0.12
Local Training	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	55.46	23.03	28.48	33.84	39.28	44.64

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "L"

WATERLOO-WELLINGTON AREA

LOCAL UNION 562

May 1, 2017

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	39.27	14.50	18.66	22.75	26.92	31.01
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	2.98	2.98	2.98	2.98	2.98	2.98
Pension	7.23	2.89	3.62	4.34	5.06	5.78
Local Training	0.02	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.25</u>	<u>0.90</u>	<u>1.13</u>	<u>1.35</u>	<u>1.58</u>	<u>1.80</u>
Total Package	55.80	22.86	28.40	33.84	39.37	44.81
Ind. Fund	0.28	0.28	0.28	0.28	0.28	0.28
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12	0.12
Local Training	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	56.34	23.40	28.94	34.38	39.91	45.35

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "L"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562**

May 1, 2018

	Journeyman	WAGE RATES					
		1st yr	2nd yr	- Apprentices -			
				3rd yr	4th yr	5th yr	
Hourly Rate	39.27	14.36	18.55	22.66	26.85	30.96	
Vac. Pay	10%	10%	10%	10%	10%	10%	
H & W *	3.23	3.23	3.23	3.23	3.23	3.23	
Pension	7.73	3.09	3.87	4.64	5.41	6.18	
Local Training	0.02	0.02	0.02	0.02	0.02	0.02	
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12	
Stabil. Fund	2.50	1.00	1.25	1.50	1.75	2.00	
Total Package	56.80	23.26	28.90	34.44	40.07	45.61	
Ind. Fund	0.28	0.28	0.28	0.28	0.28	0.28	
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12	
Safety Training	0.12	0.12	0.12	0.12	0.12	0.12	
Local Training	0.02	0.02	0.02	0.02	0.02	0.02	
Total	57.34	23.80	29.44	34.98	40.61	46.15	

Note: Stabilization Fund payable on hours earned

APPENDIX "L" Waterloo-Wellington Area (cont'd)

Revised 12/01/16
 Revised 03/24/17

Foreman Premium:

\$3.85 per hour - May 1, 2015

Sub-Foreman Premium:

\$2.50 per hour - May 1, 2015

Shift Work Premium:

Journeyman: 2nd shift: \$2.64 per hour
 3rd shift: \$4.82 per hour

Apprentices: at appropriate percentage

Irregular Hours Premium:

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

Travel Allowance:

\$0.54 per km - May 1, 2015

Zone Allowance per day:

Zone	Kms	May 1/15
1	0-24	free zone
2	24-32	\$7.36
3	32-40	\$11.35
4	40-48	\$13.68
5	48-56	\$16.84
6	56-64	\$20.52
7	64-72	\$23.68
8	72-80	\$26.87
9	80-89	\$29.99
10	89-97	\$33.13
11	97-161	\$39.45

Board Allowance per day worked:

▲ Board \$89.90 - May 1, 2015 per day worked
12 over 161 by mutual agreement

▲ Paid only when employee required to stay overnight and provides receipts.

Parking: Where members are working on jobs in Local 562's area and parking is an expense to the member, the respective contractor will reimburse the member for the parking expense upon remittance of a receipt.

Overtime Pay:

X1 1/2 until 12:00 midnight (Saturday incl.)

X2 from 12:01 a.m. to 7:00 a.m.

X2 on Sundays and Holidays

Work Week:

Site: 40 hours (36 hours if specified)

Shop: 38 hours

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$1.57 effective May 16, 2016, \$1.24 effective December 1, 2016 and \$1.25 effective May 1, 2017 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 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562**

June 13, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.39	31.55	28.85	19.00	14.75
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.60	2.60	2.60	2.60	2.60
Pension	6.88	5.56	5.23	3.44	2.75
Local Training	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.62</u>	<u>1.52</u>	<u>1.00</u>	<u>0.80</u>
Total Package	54.95	44.63	41.22	28.08	22.52
Ind. Fund	0.25	0.25	0.25	0.25	0.25
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12
Local Training	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	55.46	45.14	41.73	28.59	23.03

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562**

December 1, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.27	31.44	28.73	18.88	14.64
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.73	2.73	2.73	2.73	2.73
Pension	6.88	5.56	5.23	3.44	2.75
Local Training	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.62</u>	<u>1.52</u>	<u>1.00</u>	<u>0.80</u>
Total Package	54.95	44.63	41.22	28.08	22.52
Ind. Fund	0.25	0.25	0.25	0.25	0.25
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12
Local Training	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	55.46	45.14	41.73	28.59	23.03

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562
Revised 03/24/17
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.27	31.40	28.67	18.76	14.50
Vac. Pay	10%	10%	10%	10%	10%
H & W *	2.98	2.98	2.98	2.98	2.98
Pension	7.23	5.84	5.50	3.62	2.89
Local Training	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.25</u>	<u>1.82</u>	<u>1.71</u>	<u>1.13</u>	<u>0.90</u>
Total Package	55.80	45.32	41.87	28.51	22.86
Ind. Fund	0.28	0.28	0.28	0.28	0.28
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12
Local Training	0.02	0.02	0.02	0.02	0.02
Total	<u>56.34</u>	<u>45.86</u>	<u>42.41</u>	<u>29.05</u>	<u>23.40</u>

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WATERLOO-WELLINGTON AREA
LOCAL UNION 562
Revised 03/24/17
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.27	31.35	28.62	18.65	14.36
Vac. Pay	10%	10%	10%	10%	10%
H & W *	3.23	3.23	3.23	3.23	3.23
Pension	7.73	6.25	5.88	3.87	3.09
Local Training	0.02	0.02	0.02	0.02	0.02
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.50</u>	<u>2.02</u>	<u>1.90</u>	<u>1.25</u>	<u>1.00</u>
Total Package	56.80	46.13	42.63	29.01	23.26
Ind. Fund	0.28	0.28	0.28	0.28	0.28
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.12	0.12	0.12	0.12	0.12
Local Training	0.02	0.02	0.02	0.02	0.02
Total	<u>57.34</u>	<u>46.67</u>	<u>43.17</u>	<u>29.55</u>	<u>23.80</u>

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Waterloo-Wellington Area (cont'd)

Revised 12/01/16
 Revised 03/24/16

Foreman Premium: \$3.85 per hour - May 1, 2015

Sub-Foreman Premium: \$2.50 per hour - May 1, 2015

Shift Work Premium: Journeyman: 2nd shift \$2.64 per hour
 3rd shift \$4.82 per hour

Other classifications: at appropriate percentage

Journeyman: \$3.00 per hour

Other classifications: at appropriate percentage

\$0.54 per km - May 1, 2015

Zone	Kms	May 1/15
1	0-24	free zone
2	24-32	\$7.36
3	32-40	\$11.35
4	40-48	\$13.68
5	48-56	\$16.84
6	56-64	\$20.52
7	64-72	\$23.68
8	72-80	\$26.87
9	80-89	\$29.99
10	89-97	\$33.13
11	97-161	\$39.45

Irregular Hours Premium:

Travel Allowance:

Zone Allowance per day:

Board Allowance per day worked:

▲Board \$89.90 - May 1, 2015 per day worked
12 over 161 by mutual agreement

▲Paid only when employee required to stay overnight and provides receipts.

Parking: Where members are working on jobs in Local 562's area and parking is an expense to the member, the respective contractor will reimburse the member for the parking expense upon remittance of a receipt.

Overtime Pay: X1 1/2 until 12:00 midnight (Saturday incl.)

X2 from 12:01 a.m. to 7:00 a.m.

X2 on Sundays and Holidays

40 hours

3 hours

2 hours inclement weather

2 hours notice

Yes

Union Dues Deduction:

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$1.57 effective May 16, 2016, \$1.24 effective December 1, 2016 and \$1.25 effective May 1, 2017 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

2016 - 2019

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 Mechanical Contractors
Association - Sheet Metal Division**

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

2016 - 2019

APPENDIX “M”

Local Trade Association:

Windsor Mechanical Contractors’ Association - Sheet Metal
Division

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 Municipality of Chatham-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** All prospective apprentices shall be obtained through the Local 235 Joint Apprenticeship Committee, they shall be members of Local 235 and have a signed referral slip issued from the local union office before being placed to work.
- 3.2** 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 235.
- 3.3** The Windsor Mechanical Contractors Association - Sheet Metal Division and the Sheet Metal Contractors Association of Sarnia agree to the training program of all apprentices set

up by the Local 235 Joint 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. In the event that the Employer is required to file the Record of Employment electronically with Service Canada then the employee will only be provided a copy of the Record of Employment if it is requested.
- 8.2 In the event the employee is not paid and/or the Record of Employment is not filed with Service Canada, waiting time during working time at the regular hourly rate shall be charged until payments are made and Record of Employment is filed with Service Canada.
- 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 Record of

Employment 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. In the event that the Employer is required to file the Record of Employment electronically with Service Canada then the Record of Employment will only be provided if it is requested.

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 Municipality of Chatham-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 Mechanical Contractors' Association - Sheet Metal Division 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 Local 235 Joint 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 Mechanical Contractors' Association - Sheet Metal Division. 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.

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "M"

**WINDSOR/CHATHAM AREA
LOCAL UNION 235**

May 16, 2016

WAGE RATES

	Journeyman	1st yr	2nd yr	- Apprentices -		
		3rd yr	4th yr	5th yr		
Hourly Rate	38.50	13.69	17.97	22.25	26.47	30.75
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00	4.00
Pension	7.50	2.71	3.38	4.00	4.71	5.33
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	2.00	0.50	0.75	1.00	1.26	1.50
Total Package	55.97	22.39	28.02	33.60	39.21	44.78
Ind. Fund	0.42	0.42	0.42	0.42	0.42	0.42
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Apprentice Fund	0.00	0.40	0.40	0.40	0.40	0.40
Safety Training	0.15	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	0.02	0.02	0.02	0.02	0.02	0.02
Total	56.68	23.50	29.13	34.71	40.32	45.89

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "M"

**WINDSOR/CHATHAM AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2017	WAGE RATES				
	Journeyman	1st yr	2nd yr	- Apprentices -	
		3rd yr	4th yr	5th yr	
Hourly Rate	39.05	13.91	18.25	22.58	31.19
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	7.75	2.81	3.51	4.15	4.89
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>0.50</u>	<u>0.75</u>	<u>1.00</u>	<u>1.50</u>
Total Package	56.82	22.73	28.45	34.11	39.81
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12
Apprentice Fund	0.00	0.40	0.40	0.40	0.40
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	57.56	23.87	29.59	35.25	40.95

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "M"

**WINDSOR/CHATHAM AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2018

WAGE RATES

- Apprentices -

	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	39.73	14.18	18.58	22.99	27.33	31.74
Vac. Pay	10%	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00	4.00
Pension	8.00	2.91	3.64	4.30	5.07	5.73
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	2.00	0.50	0.75	1.00	1.26	1.50
Total Package	57.82	23.13	28.95	34.71	40.51	46.26
Ind. Fund	0.45	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12	0.12
Apprentice Fund	0.00	0.40	0.40	0.40	0.40	0.40
Safety Training	0.15	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	0.02	0.02	0.02	0.02	0.02	0.02
Total	58.56	24.27	30.09	35.85	41.65	47.40

Note: Stabilization Fund payable on hours earned

APPENDIX “M” Windsor/Chatham Area (cont’d)

Foreman Premium:

\$3.85 per hour – May 1, 2015

Shift Work Premium:

Journeyman: 2nd shift: \$4.525 per hour

3rd shift: \$9.05 per hour

Apprentices: at appropriate percentage

Journeyman: \$3.00 per hour

Apprentices: at appropriate percentage

\$0.54 per km – May 1, 2015

For details refer to Local Appendix

Zone Allowance per day:

Windsor – Essex County

Free Zone – 24 kilometres from Windsor City Limits. Starting from 24 kilometres beyond City Limits applicable allowance per km.

Kent County per day worked:

\$32.89 – May 1, 2015

Chatham – Kent County

Free Zone – Chatham City Limits

Outside City Limits applicable allowance per km

Essex County per day worked:

\$32.89 – May 1, 2015

Board Allowance per day:

\$93.50 per day worked – May 1, 2015

Overtime Pay:

Windsor	x2
Chatham	x1 ½ first 4 hours beyond reg. shift x2 thereafter x1 ½ Saturdays first 8 hours x2 thereafter x2 Sundays and Holidays

Work Week:

40 hours

Show-up Time:

3 hours

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015 and **Union Dues Promotion Fund** of \$1.30 effective May 16, 2016 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 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WINDSOR AREA
LOCAL UNION 235**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.50	35.47	31.26	16.99	13.69
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	7.50	7.10	6.60	4.10	2.71
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.85</u>	<u>1.67</u>	<u>1.00</u>	<u>0.50</u>
Total Package	55.97	52.09	46.78	27.91	22.39
Ind. Fund	0.42	0.42	0.42	0.42	0.42
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	56.68	52.80	47.49	28.62	23.10

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WINDSOR AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.05	35.98	31.72	17.26	13.91
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	7.75	7.33	6.81	4.23	2.81
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.85</u>	<u>1.67</u>	<u>1.00</u>	<u>0.50</u>
Total Package	56.82	52.88	47.49	28.34	22.73
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	57.56	53.62	48.23	29.08	23.47

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**WINDSOR AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.73	36.62	32.28	17.60	14.18
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	8.00	7.56	7.02	4.36	2.91
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.85</u>	<u>1.67</u>	<u>1.00</u>	<u>0.50</u>
Total Package	57.82	53.81	48.32	28.84	23.13
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	58.56	54.55	49.06	29.58	23.87

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Windsor Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

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:

\$0.54 per km - May 1, 2015

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 \$31.58 per day worked - May 1, 2015

For details refer to Local Appendix

Board Allowance per day:

\$93.50 per day worked - May 1, 2015

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

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$1.30 effective May 16, 2016, 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 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**CHATHAM AREA
LOCAL UNION 235**

May 16, 2016

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	38.50	29.84	23.35	16.91	13.69
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	7.50	6.52	5.78	4.19	2.71
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.60</u>	<u>1.31</u>	<u>1.00</u>	<u>0.50</u>
Total Package	55.97	45.06	36.90	27.91	22.39
Ind. Fund	0.42	0.42	0.42	0.42	0.42
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	56.68	45.77	37.61	28.62	23.10

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**CHATHAM AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2017

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.05	30.27	23.71	17.18	13.91
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	7.75	6.72	5.94	4.32	2.81
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.60</u>	<u>1.31</u>	<u>1.00</u>	<u>0.50</u>
Total Package	56.82	45.74	37.45	28.34	22.73
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	57.56	46.48	38.19	29.08	23.47

Note: Stabilization Fund payable on hours earned

**PROVINCIAL COLLECTIVE AGREEMENT 2016 - 2019
SCHEDULE OF MONETARY CONDITIONS**

APPENDIX "A"

**CHATHAM AREA
LOCAL UNION 235
Revised 04/06/17**

May 1, 2018

WAGE RATES

	Sheeter/ Decker	Sheeter/ Decker Assistant	Material Handler	Prob. Material Handler	Probationary Employee
Hourly Rate	39.73	30.82	24.15	17.52	14.18
Vac. Pay	10%	10%	10%	10%	10%
H & W *	4.00	4.00	4.00	4.00	4.00
Pension	8.00	6.92	6.10	4.45	2.91
Prov. Training	0.12	0.12	0.12	0.12	0.12
Stabil. Fund	<u>2.00</u>	<u>1.60</u>	<u>1.31</u>	<u>1.00</u>	<u>0.50</u>
Total Package	57.82	46.54	38.10	28.84	23.13
Ind. Fund	0.45	0.45	0.45	0.45	0.45
Prov. Training	0.12	0.12	0.12	0.12	0.12
Safety Training	0.15	0.15	0.15	0.15	0.15
Bereavement Fund	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total	58.56	47.28	38.84	29.58	23.87

Note: Stabilization Fund payable on hours earned

APPENDIX "A" Chatham Area (cont'd)

Foreman Premium:

\$3.85 per hour - May 1, 2015

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:

\$0.54 per km - May 1, 2015

Zone Allowance per day:

Kent County

Free Zone: Chatham City Limits

Outside City Limits applicable allowance per km.

Essex County \$31.58 per day worked - May 1, 2015

For details refer to Local Appendix

Board Allowance per day worked:

\$93.50 per day worked - May 1, 2015

Overtime Pay:

X1 ½ first 4 hours beyond regular shift

X2 thereafter

X1 ½ Saturdays first 8 hours

X2 thereafter

X2 Sundays and Holidays

40 hours

Work Week:

Show-up Time:

3 hours

2 hours inclement weather

Lay-off:

2 hours notice

Union Dues Deduction:

Yes

Notes:

1. **Conference Dues Promotion Trust Fund** of \$0.24 effective December 1, 2015, and **Union Dues Promotion Fund** of \$1.30 effective May 16, 2016, 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.

2016

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2017

JANUARY

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FEBRUARY

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SEPTEMBER

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OCTOBER

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DECEMBER

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2018

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FEBRUARY

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JULY

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OCTOBER

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NOVEMBER

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DECEMBER

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2019

JANUARY

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FEBRUARY

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MARCH

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2020

JANUARY

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FEBRUARY

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MARCH

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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