

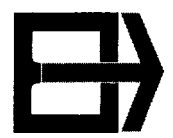
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EMPLOYEES	540		
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AGREEMENT

between

**SHEET METAL WORKERS
INTERNATIONAL
ASSOCIATION
LOCAL UNION NO. 285**

- and -



**TORONTO-RESIDENTIAL
AIR HANDLING
GROUP**

ACQUISITION

JULY 18, 1995 to APRIL 30, 1998

NOV 28 1996

18496(04)

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 285**

OFFICE

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Downsview, Ontario M3K 2A8
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FINANCIAL SECRETARY
LOUIE PETRICCA

BUSINESS REPRESENTATIVE
TEX FARRELL

MEETING NIGHTS
2nd Wednesday of each month
but August
7:30 p.m.
SMWIA Local 285 Union Hall
(unless otherwise stated)

**TORONTO-
RESIDENTIAL
AIR HANDLING
GROUP**

EXECUTIVE SECRETARY
W.H. Gardener

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COLLECTIVE AGREEMENT 1992-1995

**TORONTO-RESIDENTIAL
AIR HANDLING GROUP**

-and-

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
Local Union No. 285**

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AGREEMENT

AGREEMENT DATED THIS 18th OF JULY, 1995
BETWEEN:

TORONTO-RESIDENTIAL
AIR HANDLING GROUP
hereinafter referred to as the "Association"

and-

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
Local Union No. 285
hereinafter referred to as the "Union"

PURPOSE

The purpose of this Collective Agreement is to advance the sheet metal industry, improve the standard of efficiency in the sheet metal trade and promote peace and harmony between employers and employees. To facilitate the orderly adjustment of all grievances, disputes, and/or differences that may arise between the Parties hereto and/or the members of each and to prevent all strikes and lock-outs. To record the provisions respecting the agreed conditions of employment, and the privileges and duties of the employers, the Association, the Union and employees. To 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.

NOW THEREFORE THIS AGREEMENT WITNESSETH the Parties hereto agree as follows:

CODE OF ETHICS

All parties hereto mutually agree to co-operate fully in every legal and proper way to establish and maintain in the sheet metal industry 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, including Union members not working at sheet metal work at night or other nonregular working hours for other than their regular employers. Employers will advise the Union of any such contravention which comes to their attention and the Joint board shall be convened as soon as possible to resolve the issue.

ARTICLE 1 — DEFINITIONS

1.1 “Association” means the Toronto-Residential Air Handling Group

1.2 “Board” means the Joint Conference Board as provided for in Article 9 herein.

1.3 “Employee” means a certified journeyman sheet metal worker recognized by the Union, or a registered apprentice, and employed by an Employer in the shop or on a job site.

1.4 “Employer” means any member of the Association covered by this Agreement and any contractor in the sheet metal industry who is bound by this Agreement, and any successor or assign.

1.5 “Member” means a certified journeyman sheet metal worker, recognized by the Union, who works in a shop or on a job site.

1.6 “Senior Mechanic” means a certified journeyman sheet metal worker who has reached the age of 60 years.

1.7 "Union" means the Sheet Metal Workers' International Association, Local Union #285.

1.8 "Shop Steward" means an employee appointed by the Union to see that rates and conditions of this Agreement are maintained.

1.9 "Welfare Fund" means the Sheet Metal Workers' Local Union #285 Employee Benefit Trust Fund

1.10 This Agreement shall be read and construed as the gender of the party or parties referred to in each case require and as may otherwise be required by the context.

ARTICLE 2 — SCOPE OF AGREEMENT

This Agreement shall apply to all residential sheet metal work in the geographic area of operations of both parties and to include all types of sheet metal and air handling work traditionally practiced by both parties of previous agreements.

ARTICLE 3 — MANAGEMENT RIGHTS AND SUBCONTRACTING

3.1 Management Rights

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.
- it shall be the policy of the Employer to endeavour, as conditions dictate, that if layoffs are necessary, Senior

Mechanics with a minimum of 3 years' service with the employer, will be laid off at a ratio no greater than 1 Senior Mechanic to 2 Journeymen.

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

3.2 Sub-Contracting

In the event that the contractor finds it necessary to sublet any work to another contractor for any reason, it is agreed that such work as is within the jurisdictional claims of the Sheet Metal Workers' International Association shall only be let or sublet to a company or contractor under agreement with a local union affiliated with the Sheet Metal Workers' International Association.

3.3 Management rights expressed herein shall not be exercised in a manner inconsistent with the Purpose of this Agreement.

ARTICLE 4 — NO STRIKE — NO LOCK-OUT

4.1 No Strike — No Lock-Out

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.

4.2 Any grievance arising from an alleged infraction of this Agreement that cannot be adjusted informally shall be handled in accordance with the procedure outlined in Article 10 of this agreement.

4.3 When Not a Lock-Out

No employer bound by this agreement shall lock out an employee. It shall not be deemed a violation of this

Agreement if a job or project is closed down due to action beyond his control.

4.4 Picket Lines

It shall not be considered a violation of this Agreement for the employees to refuse work, or refuse to pass through a picket line on any project that has been declared unfair by the Local Building and Construction Trades Council having jurisdiction on the project.

4.5 Withdrawal of Employees

It shall not be a violation of this Agreement for the Union to withdraw employees from an employer who is late with payments to the Union for union dues or to any funds administered by the Board of Trustees only after sufficient notices have been delivered to the Employer.

ARTICLE 5 — RECOGNITION — UNION SECURITY

5.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer as defined in Article 1 of this Agreement, in the Province of Ontario, save and except those above the rank of working foremen, office and sales staff.

5.2 The Union recognizes the Association as the exclusive bargaining agent for all Employers who are members of the Association and for whose employees the Union has bargaining rights, and any other Employer who has, in writing, appointed the Association as its bargaining agent.

5.3 Any Employer who is not a member of the Toronto-Residential Air Handling Group and who desires to employ members of Local Union #285, shall be required to accept this Agreement and be governed by all of its provisions.

5.4 The Employer agrees to employ only journeymen sheet metal workers and registered apprentices, recognized by the Union, to perform work set out in Article 2 herein.

5.5 The Employer agrees to deduct Union Dues in the amount advised by the Local Union and to forward same to the financial secretary by the fifteenth (15th) day of each month along with a list of all employees and their social insurance number on whose behalf such deductions have been made, stating the month in which the dues have been deducted.

5.6 After prior notice to the Employer or his authorized representative the Business Representative of the Union shall have access to all shops during regular working hours and to all jobs where the Employer is in a position to grant such access without contravening security regulations, and in no case shall these visits unduly interfere with the progress of work.

ARTICLE 6 — UNION STEWARDS

6.1 It is agreed that the Union shall appoint and the Employer will recognize a steward in each shop. It is further agreed that the Union may appoint and the Employer will recognize a steward on each job where four or more members are employed. All Stewards will carry official Union identification.

6.2 A Journeyman Sheet Metal Worker who is appointed to the position of steward shall not be laid off provided he is capable of doing, and is doing, the work available, but in no case may a steward be laid off, transferred or discharged without prior consultation with the Local Union Business Representative.

6.3 The Union agrees to notify the Employer immediately an employee is appointed a steward and any subsequent changes of stewards.

ARTICLE 7 — HIRING PROCEDURE

7.1 Employees Supplied by Union

The Union hereby agrees to furnish at all times to the

Employer, duly qualified journeymen sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under conditions specified in this Agreement.

Such members shall be issued with a work assignment card which is to be carried with them at all times. When changing Employers, the card must also be replaced, so that no member shall have more than one Employer at one time.

7.1(a) The Union hereby agrees it shall discourage an employee from changing Employers if sufficient work is available with the original Employer and no grievance or working condition exists to indicate a change should be made.

7.2 Other Sources

Whenever after 48 hours the Union is unable to furnish a sufficient number of duly qualified journeymen sheet metal workers with the required qualifications to meet the necessary requirements of the employer then the Employer may secure from other sources such additional qualified journeymen sheet metal workers as may be necessary, it being understood that such additional qualified journeymen sheet metal workers secured from other sources, shall be eligible and shall comply with the requirements of membership of the Union and thus become covered by this Agreement.

7.3 All sheet metal personnel in the employ of the Employer at the time of signing of the Agreement shall report to the Union Office. shall join the Union and shall be issued a work assignment card before starting to work. Any additional sheet metal personnel required thereafter shall be supplied by the Union Office.

7.4 All apprentices who enter the apprenticeship program after May 1, 1989, who do not take the required Provincial Trade School courses will have their employment status reviewed by the Employer and the Union jointly.

ARTICLE 8 — LAY-OFF PROCEDURE

8.1 Four hours' notice shall be given the Union Office or Journeyman Sheet Metal Worker or Registered Apprentice when laid off. At severance, he must be supplied with his Unemployment Insurance separation certificate and paid in full in accordance with the Act. In all cases of layoff, the Union must be given four (4) hours' notice.

8.2 If at severance the workman has not been given payment and certificate as noted he shall be paid for 4 straight time hours, for the time lost and inconvenience entailed in obtaining them for himself.

8.3 Any dispute arising from the layoff of a senior mechanic shall be brought before the Joint Board.

ARTICLE 9 — JOINT CONFERENCE BOARD

9.1 The object of this Agreement is to establish fair working conditions and regulations for both the Employer and the employee in the construction industry, and to maintain industrial peace in order that these objectives may be maintained and-furthered, and that any differences that may arise between the members of this Agreement, may be settled equitably and rapidly, and also to provide the means for better understanding and cooperation between the parties, a Joint Conference Board shall be established.

9.2 This Joint Conference Board shall have equal representatives from both the Association and the Union, and they shall elect a chairman from among themselves.

9.3 This Board shall meet regularly at least once every two months and more often if need be, to settle urgent matters.

9.4 Their duties shall consist of, but not be limited to, attempting to settle trade disputes or grievances prior to arbitration procedure. To investigate and recommend methods to improve trade practices efficiency, productivity and

standards of workmanship within the industry and to constantly work for improvement.

ARTICLE 10 — GRIEVANCE, PROCEDURE AND ARBITRATION

10.1 Any dispute, difference or controversy arising out of this Agreement shall first be discussed between the employee and the Employer's representative. Failing settlement, the matter will then be discussed between the Employer and the Union Representative.

10.2 Should the matter not be settled then the matter shall be brought before the Joint Conference Board within five working days of such failure to settle the matter, of such other time as is mutually agreed upon.

10.3 If no agreement is reached within five working days of convening of the Joint Conference Board then the grievance may be submitted to the Ontario Labour Relations Board in accordance with Section 126 of the Labour Relations Act by either party.

10.4 The suspension or discharge for proper cause and the right to relieve employees from duty because of lack of work or other legitimate reasons are vested exclusively in the Employer. Any Employee who is arbitrarily dismissed from his employment shall have the right to grieve and claim damages under the procedure outlined above.

ARTICLE 11 — HOURS OF WORK

11.1 The regular working day shall consist of eight (8) hours labour in the shop or on the job beginning at 7:30 a.m. and finishing at 4:00 p.m. with one half (1/2) hour for eating lunch. The regular working week shall consist of five (5) consecutive eight (8) hour days labour in the shop or on the job beginning with Monday and ending with Friday of each week. All full time or part time labour performed during these hours specified herein shall be recog-

nized as regular time, and paid for at the regular hourly rate specified in this Agreement.

11.2 The above starting or finishing time may be changed on an individual or job basis by notifying the Union Office.

11.3 No member or apprentice shall be required to work on Labour Day.

11.4 There shall be a rest period, not to exceed 15 minutes, each morning and afternoon of the regular working day, with times to be established by each shop for all hourly-rated employees.

11.5 Employees are required to advise their Employers a minimum of two weeks prior to taking vacation leave.

11.6 For the duration of this Collective Agreement expiring April 30, 1995, all hourly paid employees, except those in production shops, will be allowed to leave their place of work following completion of five and one-half (5-1/2) hours of labour on Friday during the period June 1 to Labour Day. It is agreed that if the Employer requires the employee to stay for up to the full eight (8) hours and gives him notice by quitting time on Thursday, he will continue to work until the end of the normal working day and the worker shall not be paid overtime rates until the completion of eight (8) hours labour on that day. Where production requirements permit, craft employees in production shops will also be allowed to take advantage of the provision of this article.

ARTICLE 12 — OVERTIME

12.1 Time and a half shall be paid for all overtime hours worked on weekdays and Saturdays.

12.2 Double time shall be paid for all overtime hours worked on Sundays and on the following statutory holidays, providing the member or apprentice works the first regular working day before and after the holiday.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

ARTICLE 13 — WAGE RATES -JOURNEYMEN

13.1 Warm Air Home Heating

From July 18, 1995 to April 30, 1996
\$25.18 per hour
From May 1, 1996 to April 30, 1997
\$25.86 per hour
From May 1, 1997 to April 30, 1998
\$26.32 per hour

13.2 All Others

From July 18, 1995 to April 30, 1996
\$25.89 per hour
From May 1, 1996 to April 30, 1997
\$26.57 per hour
From May 1, 1997 to April 30, 1998
\$27.03 per hour

13.3 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.

ARTICLE 14 — SHIFT WORK

An employee who works afternoon shift (normally 4 p.m. to midnight) shall be paid a premium of \$3.00 per hour in addition to his regular straight time hourly rate for each hour worked on that shift and an employee who works on a graveyard shift (normally midnight to 8 a.m. in the morn-

ing) shall be paid a premium of \$3.50 per hour in addition to his regular straight time hourly rate for each hour worked on that shift.

ARTICLE 15 — PREMIUM RATE

15.1 The minimum premium rate paid to journeymen sheet metal workers when designated by management as foreman in charge of four or more journeymen is:

May 1/96
\$1.30/hr

15.2 The minimum premium rate paid to journeymen sheet metal workers when designated by management to be in charge of more than one job/project for all hourly rated employees is:

May 1/96
\$0.90/hr

ARTICLE 16 — METHOD OF WAGE PAYMENT

Wages may be paid by cash or cheque, and if by cheque, wages shall be paid before quitting time on Thursday of each week, and cashed on employee's time.

ARTICLE 17 — NO DECREASE

Any employees who, on the signing of this Agreement, are receiving wages in excess of the rates stipulated shall suffer no decrease on the implementation of this Agreement.

ARTICLE 18 — WAGES, WHEN NOT PLACED AT WORK

18.1 Journeymen Sheet Metal Workers and Registered Apprentices, parties to and recognized under this Agreement, who report for work by direction of the Employer and are not placed at work, shall be paid four hours pay at the established rate.

18.2 It is agreed that the workman should not report for work, if, at the normal time of departure from home, the weather is unsuitable for the type of work on which he is employed. The Employer must be notified by telephone prior to the normal starting time that the workman is unable to report for work. It is understood that the Employer will provide some kind of answering service to receive such calls.

ARTICLE 19 — VACATION PAY

19.1 The “vacation pay” rate shall be 10% of the employee’s gross earnings, less vacation pay, and shall be in addition to the above hourly rates. It shall be understood that two percent shall be in lieu of wages for legal holidays.

19.2 Payment shall be made weekly providing payment is identified as vacation pay on the weekly pay voucher.

ARTICLE 20 — TRAVEL TIME AND EXPENSES

20.1 When employed on a job the amount of travelling expenses will be governed by the distance from the Toronto City Hall to the job site.

20.2 Using the Toronto City Hall as a swing point, three concentric circles will be swung:

The first circle will be swung with a 15 mile radius. Work within the area of the first zone will entail no travelling allowance.

The second zone will be the area between 15 and 20 mile radius and for work in this area the following travelling allowance shall be paid:

\$4.25 per day per man

The third zone will be an area between a 20 and 25 mile radius and for work in this area the following travelling allowance shall be paid:

\$5.75 per day per man

Should an employee use his own car during working hours, or beyond Zone 3, he shall be paid the rate outlined below per kilometre. To jobs beyond Zone 3, travelling time will be paid plus the current Zone 3 rate.

30¢ per kilometre

ARTICLE 21 — BOARD ALLOWANCE

Board allowance on out-of-town jobs will be those necessary expenses as incurred when supported by receipts, with minimum expenses established at \$20.00 per day or \$140.00 per week.

ARTICLE 22 — TRANSPORTATION

22.1 Any Transportation supplied by the Employer shall be sheltered and insured.

22.2 Personal Vehicle

Journeyman Sheet Metal Workers shall not be required to furnish the use of an automobile or other conveyance to transport men, company tools, equipment or material to the job.

This provision shall not restrict the use of such conveyances at the employees own decision to use such vehicle or to use such vehicle to carry company hand drills or extension cords.

ARTICLE 23 — PARKING

At Metro Toronto projects where parking space is not provided, the Employer shall bear the cost of parking to an amount not exceeding \$7.00 per day from August 31, 1992 until April 30, 1993 and an amount not exceeding \$7.60 per

day for the period May 1, 1993, until April 30, 1994, and an amount not exceeding \$8.35 per day from May 1, 1994. All claims must be supported by receipts.

ARTICLE 24 — TOOLS

24.1 Journeymen and 5th Term Apprentices

Employees who are journeymen sheet metal workers or fifth term registered apprentices shall provide for themselves a lockable tool box and the following hand tools:

Tinners hammer	Lock & Keys
Crescent wrench, 10"	Level
Measuring tape, 10 ft.	Bulldog snips
Aircraft snips, RH & LH	Folding tongs
Screwdriver, large slotted	Pliers
Screwdriver, small slotted	Scratch awl
Screwdriver, Robertson	Chalk line
Plumb bob & line	Pair vice grips
Hacksaw frame	

Journeymen and fifth term apprentices when working in the shop shall provide the following additional tools:

1-Scriber	1-12" Divider
1-6" Divider	1-Set Trammel Points

24.2 Apprentices

Each first term registered apprentice shall supply in good condition the following hand tools to be added to at the beginning of each subsequent term of apprenticeship so that at the beginning of the fifth term his kit of hand tools will be the same as that of a journeyman sheet metal worker. The tools shall be acquired in the following order:

First Term (after three months)

Tool Box (to be made under supervision of Employer)

Tinners Hammer	Lock & Keys
Measuring Tape, 10 ft.	Scratch awl
Screwdriver, small slotted	Folding pliers
Screwdriver, small Robertson	Aircraft snips, RH & LH

Second Term

Crescent wrench, 10"	Hacksaw frame
Plumb bob & line	Pair vice grips
Ball peen hammer	Bulldog snips
Chalk line	Level

24.3 Report to Work

Any employee who, at the time of initial employment, reports for work as directed and who is not in possession of the hand tools specified may be declared ineligible and the Employer has the right to refuse employment and shall not be required to pay "show-up" time.

24.4 During Employment

If at any time during employment, an employee is found to be without the tools specified herein, the Employer shall have the right to discharge him if the deficiency is not corrected within two (2) working days after notification to the Union office from the time of its discovery.

ARTICLE 25 — TOOLS INSURANCE

25.1 If the fund falls below \$10,000 by May 1, 1997, the Employer will pay \$6.00 per journeyman sheet metal worker and registered apprentice employed by the Employer on May 1, 1997.

25.2 The Union agrees to use these funds to establish a self-administered tool insurance program.

25.3 Tool Lock-up

The employer shall provide a job-box with lock for storage of company and employee tools and equipment on job sites where mutually determined to be necessary.

ARTICLE 26 — REGISTERED APPRENTICES

26.1 The indenture, training and wage scale of apprentices in the certified trade of Sheet Metal Worker is regulated by current Apprenticeship's Legislation and shall apply. No apprentice shall execute any work outside the shop during the first four periods of apprenticeship unless working with a journeyman.

26.2 Probationary Period notwithstanding the requirements of 26.1 a new entry apprentice shall be considered as being on probation for a period of three (3) months following hiring and such apprentice shall not be eligible for additional night school training until he has completed six (6) months employment.

26.3 Apprentices will be hired in the ratio stipulated by the Ontario Apprenticeship Act and the rate of wages shall be:

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

of the current rate of wages of a Journeyman Sheet Metal Worker plus vacation pay at the rate stipulated in this agreement.

26.4 Upon layoff of an apprentice, the Employer agrees to give a certification of hours completed to the apprentice. An apprentice who quits will be provided with a certification of hours completed on the pay day for the pay period in which he quits.

26.5 Apprentices

If the Employer lays off an apprentice prior to the expiry of his contract and requires a replacement within seven (7) working days of the lay-off, then the Employer shall only rehire a replacement with similar or more hours (when available) than the apprentice previously laid off.

**ARTICLE 27 — JOINT APPRENTICESHIP
COMMITTEE**

27.1 The Joint Apprenticeship Committee shall be composed of six members, three members chosen by each of the Parties to this Agreement.

27.2 This Joint Committee shall be responsible for the administration of local apprenticeship standards and for coordinating those standards with the current Ontario Apprenticeship Legislation.

27.3 The purpose of the Committee will be to establish an efficient apprentice training program designed to meet the increasing skills required by the expanding sheet metal industry, including the establishment of night school courses for apprentices of various levels of experience.

27.4 Any registered apprentices absent from night school without reasonable justification shall be suspended from work:

- on the first absence, for one full day without pay;
- on the second absence, for two full days without pay;
- on the third absence, for three full days without pay and in addition a recommendation may be made to the Ministry of Skills Development for the cancellation of the apprentice's contract.

Completion of these courses is mandatory to become a Union member within the scope of this Agreement.

27.5 Night School

The apprentice total hour requirement is also reduced by the night school classes, e.g. 20 nights x 3 hours = 60 hour reduction.

***Apprentices — please note**

If an apprentice is absent from Joint Apprentice Committee

night classes without reasonable justification, his school allowance hours will be reduced by three (3) hours for every hour he is absent. The apprentice will also be required to attend a disciplinary committee appointed by the Joint Apprentice Committee which will have the authority to add any further disciplinary measures,

ARTICLE 28 — FRINGE BENEFITS

28.1 In addition to the hourly rate referred to in Articles 13 and 26 of this Agreement, the Employer agrees to remit to the Sheet Metal Workers' Local Union #285 Employee Benefit Trust fund, the Health and Welfare, the Pension, the Check Off and the Industry Fund, contributions in the amount of and under conditions stipulated below.

Effective July 18, 1995, \$3.26 per hour for every hour worked for every journeyman sheet metal worker and registered apprentice.

Effective May 1, 1996, \$3.01 per hour for every hour worked for every journeyman sheet metal worker and registered apprentice.

Effective May 7, 1997, \$3.01 per hour for every hour worked for every journeyman sheet metal worker and registered apprentice.

The above contribution shall be distributed by the Administrator as directed by the trustees of the Fund and in accordance with past procedures.

Note: Association Industry Fund — \$0.12/hour

28.2 The payment of Employer contributions and check off shall be made monthly by cheque, by the 15th day of the month, payable to "The Sheet Metal Workers' Local Union #285 Employee Benefit Trust" and forwarded monthly as directed by the Administrator.

28.3 The Administrator shall immediately upon receipt of the same:

- (a) forward the Industry Fund payments to the Association as each Employer's contribution for the general purposes of the Association.
- (b) forward the check off payments to the Financial Secretary of the Union.

28.4 If an Employer becomes delinquent in his contributions and check off it shall not be considered a violation of this Agreement for the Union to withdraw employees from said delinquent Employer.

28.5 Information on contribution procedure and contribution forms may be obtained from the Administrator:

Global Benefit Plan Consultants Inc.
2300 Yonge Street, 27th Floor
P.O. Box 2467, Toronto, Ontario M4P1E4

28.6 Except as hereinafter provided, the Benefit contribution of the Employer shall be used to provide benefits to eligible employees and their families, in such form and amount as the Trustees of the Benefit Fund may determine. Details of the benefits will be contained in an employee benefit handbook to be published by the Trustees of the Benefit Fund.

28.7 The said Benefit Fund shall be administered jointly by an equal number of representatives of Employers and of the Union, in agreement with any laws governing this type of fund in the Province of Ontario and the Dominion of Canada. A copy of Agreements and Declarations of Trust, together with any amendments thereto shall be attached to this Agreement and considered to be part thereof. The said Trust Agreement shall provide for annual audited reports of the income and expenditures of the Fund.

28.8 It is agreed:

- (a) that no part of such funds will be paid to a Labour Organization or employees except in the form of agreed benefits.

- (b) that no part of such contributions may revert to the Employer, with the exception of the Industry Fund.
- (c) in the event that these plans are discontinued for any reason whatsoever, the hourly contributions herein agreed with 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 and check off).

28.9 The Employer agrees to furnish the Trustees with such information as may be required for proper and efficient administration.

28.10 The Employer hereby agrees to accept as Employer Representatives of the respective Board of Trustees, the persons designated by the Association. Those Employer Representatives designated shall upon the acceptance of Trusteeship, together with their successors, represent the undersigned Employer and other Employers in the Administration of the respective funds.

**ARTICLE 29 — PAYMENT BOND FOR DEFAULT
IN BENEFIT PAYMENTS**

Formula for payment bond for default in benefit payments:

- (a) all contractors to post bond on a formula basis, that is the total bond equal to the average monthly payment to the Trust during the previous July to June, minimum bond of \$2,000.00.
- (b) all bonds to be drawn on a recognized Canadian bank, trust, or insurance company.
- (c) all bonds to be renewed on September 1st each year with 30 days' notice for renewal to be given by Administrator.
- (d) bond to have automatic renewal clause, subject to the surety's policy.

- (e) bond to be in favour of the "Trustees of Local 285 Employees Benefit Trust" and to be irrevocable for the term of the bond.
- (f) the Administrator is to notify any Employer who is in default, by registered letter, not later than seven (7) days after the due date.
- (g) if the payments are not received within fifteen (15) days after the date the welfare payments are due in the Administrator's office, the bond of any Employer who is in default will automatically be called.
- (h) if bond is called, the contractor will be required to replace it with a bond equal to twice the amount of the bond that was called.
- (i) the Union will bring a grievance against any contractor who does not renew the bond.
- (j) at the time of signing a new contractor, the Union will obtain from the contractor a bond or a certified cheque made out to the "Trustees of Local 285 Employees Benefit Trust" in an amount sufficient to cover the potential liability, with a minimum requirement of \$2,000.00.
- (k) no journeyman will be assigned to a newly signed-up Employer until the Employer gives the Union the certified cheque, or the bond is in place.

ARTICLE 30 — GOVERNMENT LEGISLATION

Any Federal, Provincial or Municipal legislation in effect or hereinafter enacted will supersede any relevant Article or Section in this Agreement without nullifying the remainder of this Agreement.

ARTICLE 31 — TRADE JURISDICTION

The trade jurisdiction of the Union shall be the manufac-

ture, fabrication, assembling, handling, erection, installation, dismantling, reconditioning, adjustment, alteration, repairing and servicing of all sheet metal work of number 10 U.S., its equivalent or lighter gauge, and all other materials used in lieu thereof and all other work in connection with or incidental thereto 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, excepting only the handling for transportation of all materials and equipment in and from the shop and/or warehouse and to a designated storage area.

ARTICLE 32 — BEREAVEMENT LEAVE

It shall not be considered an unauthorized leave for an employee to be absent for bereavement in the employee's immediate family. Immediate family shall consist of wife, husband, sons, daughters, mother, father, grandparents and parents of spouse. Such leave shall be for a maximum of three (3) working days.

ARTICLE 33 — SAFETY WORKING CONDITIONS

If after repeated warnings, and consultation with the Union, an employee refuses to wear proper protective clothing, hard hat, safety boots, ear protection, safety glasses or other approved equipment or continues to conduct himself in an unsafe or dangerous manner it shall not be considered a breach of this agreement to institute proper notification procedure as required by the Construction Safety Act.

ARTICLE 34 — DURATION

This Agreement shall be effective from July 18, 1995, and shall remain in effect until the 30th day of April, 1998 and shall continue in force and effect from year to year thereafter unless in any year not more than 90 days and not less

than 60 days before the date of its termination either party shall furnish the other with written notice of their desire to terminate or amend this Agreement.

SIGNATORIES TO AGREEMENT.

IN WITNESS WHEREOF EACH of the parties hereto have caused this Agreement to be signed by their authorized representatives.

DULY EXECUTED AT TORONTO THIS 29th day of May, 1996.

FOR THE ASSOCIATION

Mike Martino
John Watson
Domenic Di Battista
Gord Jenkins
Bob O'Brian

FOR THE UNION

Lorne Holley
Louie Petricca
Tex Farrell
Bruno Mittica
Rolf Keller
Mike Troyan

LOCAL UNION NO. 285 BY-LAWS

1. The established list system shall be adhered to at all times. Unemployed members shall report to the Union Office when they become unemployed. Their names shall be placed on a list in the Office in the order that they report.
2. Permits must be obtained from Local Union #285 office by the members or applicants **for all overtime.**
3. No permits for overtime on new construction shall be issued while good standing members are unemployed unless sanctioned by two officers of Local Union #285.
4. No member or foreman of any shop or job shall employ or work with any person who has not first obtained a work permit from the Local Union Office.
5. No member shall go to work or change jobs without first clearing through the Local Union Office and obtaining a permit.
6. A transfer from employer to employer either permanently or on loan is absolutely forbidden without minuted sanction from the Executive Board.
7. A Steward is the Union Representative on a job or in the shop with a function to perform. Any person obstructing the Steward in the performance of his duty must be reported to the Business Representative by the Steward and will be dealt with as directed by the Executive Board.
8. Any good standing member whose earning capacity is affected by old age, sickness or accident may make application to the Executive Board for a special rating. If the rating is recommended by the Executive Board and approved at a membership meeting, the member will be permitted to work for a reduced rate down to, but never less than that which is paid a fifth period apprentice.

9. All journeymen and apprentice-members shall be governed by the provisions of the Constitution and Ritual of our **International** Association, the terms of our current contract and by-laws. It is the responsibility of the individual to become and remain familiar with the terms of each. Ignorance of them cannot be accepted as an excuse.
10. A member who wilfully violates any of the provisions or requirements of the Constitution of the Sheet Metal Workers' International Association, the established working rules and conditions or the by-laws of Local Union #285, shall be subject to charges, cited for trial, and if found **guilty may** be fined, suspended or expelled as **circumstances** and facts may warrant, all in accordance with the Constitution of the Sheet Metal Workers' International Association.
11. All Members shall have available, upon request by a full time Union Officer, time sheets and pay stubs and/or work records of jobs completed (invoices) and pay stubs for the previous **(4)** four weeks or more.
Hourly employees shall include: number of hours worked and rate of pay. Incentive employees shall include: builder's name, lot number, location of site, model of house, plan or phase number and amount invoiced.
Failure to provide this information upon request will result in a fine set at **\$250.00**.