

AGREEMENT

between

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



– and –

**RESIDENTIAL HEATING
VENTILATION CONTRACTORS
ASSOCIATION**



May 1st, 2013 to April 30th, 2016

**Sheet Metal Workers'
International Association
Local Union No. 285**

Office

234 Attwell Drive
Etobicoke, Ontario
M9W 5B3

Telephone: 416-630-1160

Fax: 416-630-2846

Business Manager

Financial Secretary
Louie Petricca

Business Representatives

Bob Gougeon
Bruno Mittica

Meeting Nights:

2nd Wednesday of each month at 5:30 p.m.
(no meeting in August)

Location:

SMWIA Local 285 Union Hall
(unless otherwise stated)

Residential Heating Ventilation Contractors Association

Executive Director:
Domenic Di Battista

Office

21 Roysun Road
Unit 14

Woodbridge, Ontario
L4L 8R3

Telephone: (905) 264-9967

Fax: (905) 264-9942

Email: info@rhvca.com

COLLECTIVE AGREEMENT 2013-2016

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION Local Union No. 285

– and –

RESIDENTIAL HEATING VENTILATION CONTRACTORS ASSOCIATION

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AGREEMENT

AGREEMENT DATED THIS 1st day of May 2013

BETWEEN:

RESIDENTIAL HEATING VENTILATION
CONTRACTORS ASSOCIATION
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 Lockouts. 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 Residential Heating Ventilation Contractors Association

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 or registered Apprentice as 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 “Sheet Metal Workers’ Local Union No. 285 Employee Benefit Trusts” means the Welfare the Pension, the training, the Check Off and the Industry 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.

1.11 “The Addendum” is part of this agreement that sets out rates for employees working in the housing sector on the incentive system. (piece work)

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, layoff, 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 endeavor, 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.

The application of Article 3.2 with respect to all perimeter items comprising of, but not limited to:

Pipe, elbows, boots and takeoffs

Will become effective in a time frame established by the parties to this agreement

Local Union No. 285 will provide craft labels for all square ductwork which is contractor manufactured.

See also Letter of Understanding – Subcontracting (Appendix 2)

3.3 Gas Piping

Effective July 1, 2004, all gas piping work included in the contractual responsibilities of sheet metal contractors signatory to a Collective Agreement with SMWIA, Local Union No. 285, for sheet metal work as outlined in Article 31 of the current agreement, shall be performed by Gas Piping Employees who are members of SMWIA, Local Union No. 285.

This language is subject all Gas Piping Contractors when undertaking sheet metal work to utilize sheet metal employees who are members of Local Union No. 285.

3.4 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, sit-down 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

Following written notification by the Union, 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.

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 Residential Heating Ventilation Contractors Association 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, who are members of 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 current month of which the dues have been deducted 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 and registered apprentices 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 slip and a work permit. The “Work Permit” shall be carried by the member at all times. The Work “Assignment Slip” shall be given to the employer prior to commencing work. When changing Employers, the “Work Permit” and the work “Assignment Slip” must 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. The Union further agrees that notification of a change will be given to the current Employer and the Union Representative will discuss the issues or reasons of change with the employer and the employee.

7.2 a) Other Sources

Whenever after 48 hours the Union is unable to furnish a sufficient number of duly qualified journey-

men 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 prior to commencing work.

- b) Notwithstanding “7.2a)” the union reserves the right to refuse membership to former union members.

7.3 New Employers

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

ARTICLE 8 – LAY-OFF PROCEDURE

8.1 In all cases of layoff, four (4) hours’ notice shall be given to the Union Office and Journeymen Sheet Metal Worker or Registered Apprentice. At the time of layoff, he/she must be supplied with his/her Record of Employment (ROE) and paid in full in accordance with this Agreement.

8.2 If at the time of layoff the member has not been given payment and Record of Employment (ROE) as noted, he/she shall be paid for four (4) straight time hours for any inconvenience. Payment and Record of Employment will be sent registered mail within two working days at the Employer’s expense.

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

8.4 In all cases of lay-off the Employer must maintain the ratio stipulated by the Trades Qualification Apprenticeship Act (or any other act that will govern the ratio of journeyman to apprentices for sheet metal).

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 parties to this Agreement, may be settled equitably and rapidly, and also to provide the means for better understanding and co-operation 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, or 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 133 of the Labour Relations Act by either party.

10.4 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 has been suspended or discharged without just cause 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 recognized as regular time, and paid for at the regular hourly rate specified in this Agreement. Save and except if Alternate work hours are agreed upon as per Article 11.6

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 All hourly paid Employees except those working in production shops will be allowed to work the following alternate regular hours. Provided it is agreed upon by all Employees and cleared through the Union Office prior to work beginning on job site or shop. Monday to Thursday, beginning between the hours of 6:30a.m. and 7:30 a.m. and quitting time between 3:30p.m. and 4:30 p.m. with one-half (1/2) hour for lunch, Friday beginning at 7:30 a.m. and finishing at 1:30 p.m. In the event that the employee is requested and agrees to work until 4:00 p.m. on Friday, they will take one-half (1/2) hour for lunch at the normal time and will be paid two (2) hours at one-and-one-half (1½) times the regular hourly rate. Where production requirements permit, craft employees working in production shops will also be allowed to take advantage of the provisions of this article.

ARTICLE 12 — OVERTIME

12.1 One-and one-half (1½) times the regular hourly wage rate shall be paid for all hours worked in excess of the regular work days as described in Articles 11.1 and 11.6, and for all hours worked on Saturdays.

12.2 Double the regular hourly wage rate shall be paid for all hours worked on Sundays and the following statutory and civic holidays.

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

12.3 Notwithstanding Article 12.1 and 12.2 no employees will be required or obligated to work overtime.

ARTICLE 13 — WAGE RATES — JOURNEYMEN

13.1

From May 1, 2013 to April 30, 2014	\$ 38.30 per hour
From May 1, 2014 to April 30, 2015	\$ 39.48 per hour
From May 1, 2015 to April 30, 2016	\$ 41.12 per hour

For the period of May 1, 2014 to April 30, 2015, there is a \$1.30 increase to the total package, (\$1.18 to the wage rate and \$.12 to vacation pay) there will also be a \$1.80 increase to the total package for the period May 1, 2015 to April 30, 2016, (\$1.64 to wage rate and \$.16 to vacation pay). The above wage rate for these two periods may change if the Union Members allocate a portion of the package increase to benefits.

13.2 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 morning) 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

The minimum premium rate paid in addition to his/her normal wage rate to a journeyman sheet metal worker when designated by management as a foreman shall be 12% of the base rate plus vacation pay.

ARTICLE 16 — METHOD OF WAGE PAYMENT

16.1 It is agreed that all Employees working on the incentive system shall remit invoicing on the standard form supplied by the Union and the Association no later than 4:00 p.m. Thursday for payment the following week on Thursday. The Employee shall retain a copy of the billing and deliver a copy to the Employer. The Employer shall

forward one copy to the Union and one copy to the Association within 7 days. The use of fax or email to forward a copy of the billing form is acceptable. (this will come into affect when a standard form of billing is agreed to.)

16.2 Wages may be paid by cash, cheque or direct deposit and if by cheque, wages shall be paid before quitting time on Thursday of each week and cashed on employee's time. All above methods of payment will include a pay voucher clearly identifying all hours worked, rate of pay and all deductions.

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 Vacation Pay is 10% of the Employee's wage rates and will be paid in an addition to the hourly wage rates. Gross earning will include the Employee's vacation pay. It shall be understood that the above rate of vacation pay shall include all statutory holidays as in Article 12.2.

19.2 Payment shall be made weekly and identified as vacation pay on the weekly pay voucher.

ARTICLE 20 — TRAVEL TIME AND EXPENSES

20.1 Travel Time and Expenses allowance will be paid to all employees, employed on a job site or in a shop. Travel Time and Expenses to be as follows:(these rate below are not pro-rated for apprentices).

May 1, 2008	\$.50 per hour
May 1, 2009	\$1.50 per hour
	\$2.00 total per hour

20.2 In addition to the above rates outlined in 20.1 should an employee use his /her own vehicle during working hours to travel beyond board Area 8, he/she shall be paid the rate outlined below per kilometer.

\$0.52 per kilometer

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 in safe operating condition and insured. All vehicles must have a proper seat and seat belt for every passenger and driver.

22.2 Personal Vehicle

Employees 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 employee's own decision to use such vehicle or to use such vehicle to carry company hand drills or extension cords.

ARTICLE 23 — PARKING

At any project where parking space is not provided, the Employer shall bear the cost of all Employees' parking expenses that are supported by receipts and to be reimbursed weekly on pay day by cash, separate cheque or as a non-taxable item on their pay cheque. Employees must park at a lot mutually agreed between the Employer and the Employee.

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 toolbox 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	Ball peen Hammer
Battery Drill	

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	Pliers
Screwdriver, small Robertson	Aircraft Snips, RH & LH
Battery Drill	

Second Term

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

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 The Employer will pay to the Tool Insurance Fund \$12.00 per journeyman and registered apprentice employed on May 1st, 2013, May 1st, 2014 and May 1st, 2015.

High-rise contractors to make a one (1) –time payment of \$200.00 towards the purchase of a battery drill to all high-rise employees, employed on the date of ratification. The \$200.00 to be paid within 30 days of ratification.

(The above battery drill payment of \$200.00 excludes shop employees)

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 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 night school training until he has completed six (6) months employment.

26.3 Apprentices will be hired in the ratio stipulated by the Trades Qualification Apprenticeship Act (or any other act that will govern the ratio of journeyman to apprentices for sheet metal) 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 the layoff of an apprentice or if an apprentice quits his employment, the Employer will give the apprentice a letter outlining the apprentice employment period and all hours worked during that period. The Employer will also send the Local Apprenticeship Committee (LAC) a copy of the said letter.

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 — LOCAL 285 APPRENTICESHIP COMMITTEE

27.1 The Local Apprenticeship Committee shall be composed of six members, three members chosen by each of the Parties to this Agreement and all apprentices will be indentured to this committee.

27.2 The Local Apprenticeship 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.

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.

27.6 Upon completion of the full term and conditions of the sheet metal apprenticeship, an apprentice will be given three (3) months in which to write and pass the examination for a Certificate of Qualification (C of Q). At the end of the three (3) -month exemption periods, work permits and assignment slips may be withdrawn or may not be issued for such apprentices.

***Apprentices — please note**

If an apprentice is absent from Local 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 meeting appointed by the Local Apprentice Committee which will have the authority to add any further disciplinary measures.

27.7 The Local Apprenticeship Committee will maintain a current and updated list of the apprentices on an ongoing basis indicating their status as they progress thru their schooling until they obtain their C of Q.

27.8 The LAC shall terminate the apprenticeship contract of any apprentice who does not fulfill his/her Apprenticeship obligation.

ARTICLE 28 — FRINGE BENEFITS

28.1 In addition to the hourly rates referred to in Article 13 and 26 of this Collective Agreement, the Employer shall also remit to the Sheet Metal Workers' Local Union 285 Employee Benefit Trusts the following contributions:

May 1st, 2013

Welfare	\$2.44 for every hour worked
Pension	\$5.87 for every hour worked
Check Off	\$1.43 for every hour worked
Training Fund	\$0.35 for every hour worked
Industry Fund	\$0.50 for every hour worked

The amount of these contributions, excluding Industry Fund, may be amended from time to time in the sole discretion of the Union, but the total amount of any increase in contributions to the Sheet Metal Workers' Local Union 285 Employee Benefit Trusts, excluding Industry Fund, in any year shall not exceed fifty percent (50%) of the scheduled increase in wage rate in the same year.

The above contributions shall be distributed by the Administrator as directed by the trustees of the Sheet Metal Workers' Local Union 285 Employee Benefit Trusts and in accordance with past practices.

Note: Association Industry Fund — \$0.50/hour

28.2(a) 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 No. 285 Employee Benefit Trusts" and forwarded monthly as directed by the Administrator. Together with the payment, the Employer shall provide a fully completed remittance and contribution form signed by the appropriate representative of the Employer. Failure to fully complete the form or have it signed is the same as a late payment and will be considered as such until a properly completed and signed form is received.

28.2(b) Employers who are delinquent in contributions or check off shall pay any reasonable collection cost incurred by the Union, the trustees of the plan or administrator of the plan acting on behalf of the trustees of the plan.

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 or any other administrator appointed by the board of trustees of the Health and Welfare and pension Plans:

Global Benefit Plan Consultants Inc.
88 St.Regis Crescent South
Toronto, Ontario
M3J 1Y8

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.

28.11 Any and all wages applied toward benefits shall be based on the journeyman's rate and the benefit remittances to the Sheet Metal Workers' Local Union No. 285 Employee Benefit Trusts for registered apprentices, except for apprentices registered with the Union after April 30, 2004, shall be equal to the journeyman's remittance. The pension benefit remittance for apprentices registered with the Union after April 30, 2004 will be commensurate with their wage percentage of the journeyman's wage rate (Article 26.3). Welfare, Check-Off, Training Fund and Industry Fund contributions for apprentices registered after April 30, 2004 shall be equal to the journeyman's remittance.

ARTICLE 29 — PAYMENT BOND FOR DEFAULT IN BENEFIT PAYMENTS

Formula for payment bond for default in benefit payments:

- (a) all contractors shall post a 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 \$4,000.00.

- (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 Sheet Metal Workers' Local Union 285 Employees Benefit Trusts" and to be irrevocable for the term of the bond.
- (f) if the payments are not received by the date the welfare payments are due in the Administrators office, the bond of any Employer who is in default will be called.
- (g) 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 and shall remain in place for a minimum of twenty-four (24) months from date of replacement.
- (h) the Union will bring a grievance against any contractor who does not renew the bond.
- (i) At the time the Union obtains bargaining rights for the Employees of an Employer such Employer will post a bond or certified cheque made out to the "Trustees of Sheet Metal Workers' Local Union No. 285 Employee Benefit Trusts" in the following amounts:
 - \$4,000.00 for an employer with up to two (2) employees
 - \$2,000.00 for each additional employee
 - At the appropriate time, the existing language (a) for the calculation of the Bond value will apply

- (j) no journeyman or apprentice will be assigned to a newly signed Employer until the employer has met all bonding requirements.

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 manufacture, 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

33.1 When an employee refuses to wear proper protective clothing, hard hat, safety boots, ear protection, safety glasses or other approved equipment, or conducts himself/herself in an unsafe or dangerous manner, it shall not be

considered a breach of this Agreement to institute procedures as required by the Occupational Health and Safety Act and Regulations for Construction Projects provided that the Employer has acted in accordance with the Act and Regulations.

With the exception of hard hats and safety boots, the employer will provide all safety equipment and training as required by the Occupational Health and Safety Act and Regulations for Construction Projects.

All employees' who attend safety training shall be paid in accordance with this collective agreement

33.1a) the Union and the Association shall implement a fund in order to pay for a joint Health and Safety Training program.

This fund will be equally funded by both the Union and the Association. It will pay for the use of SMWIA Local 285 training center, program instructors and materials used to train all SMWIA Local 285 members in WHMIS core training, WHMIS updates, fall protection and chain saw training as required by the employer in accordance with the Ontario Occupational Health and Safety Act.

All employees who attend the aforementioned safety training shall be paid by his/her employer in accordance with the rates outlined in this collective agreement for all hours spent in the above training.

33.2 Job Accommodation for Hi-Rise Project

Adequately heated accommodation shall be provided by the employer on each project when necessary. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation.

ARTICLE 34 — ADDENDUM

The attached Addendum covers Low-Rise Housing and forms part of this collective Agreement. Any work or any

question not specifically covered by the Addendum is governed by the Main Portion of this Collective Agreement.

ARTICLE 35— DURATION

This Agreement shall be effective from May 1, 2013 and shall remain in effect until the 30th day of April, 2016 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.

POINTS OF CLARIFICATION

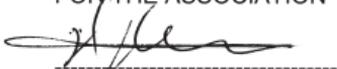
- 1.) Where references in this Agreement are made to Employee Benefit Trust Fund should reflect to say Sheet Metal Workers' Local #285 Employee Benefit Trusts.
- 2.) Where references in this Agreement are made to the Labour Relation Act, the section number of the Act should reflect the current number.
- 3.) Hi-Velocity and Energy Star current Letter of Understanding (revised date of implementation November 30,2010) If not completed by November 30,2010 the letter of understanding will be null and void and removed from 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 23th day of April 2013

FOR THE ASSOCIATION



Domenic Di Battista



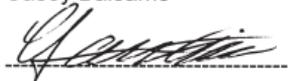
Mike Martino



Frank Quattroicchi



Casey Balsamo



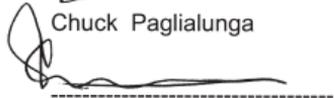
Len Fantin



Paul Sheridan



Chuck Paglialunga

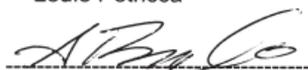


Peter Olierook

FOR THE UNION



Louie Petricca



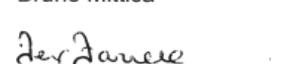
Angelo Bozzato



Bob Gougeon



Bruno Mittica



Tex Farrell



Bryan Farr



Micheal Beaudion



Dale Norton



Adriano Petricca

LETTER OF UNDERSTANDING
APPENDIX – 2

The Parties to the Collective Agreement:

SMWIA, LOCAL UNION NO. 285

and

TORONTO–RESIDENTIAL AIR HANDLING GROUP

Agree as follows:

SUBCONTRACTING

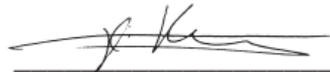
The effective date, September 1, 2005 for the implementation of perimeter items under Article 3.2, will become null and void if three (3) of the following five (5) companies manufacturing perimeter items are not certified by a SMWIA Local Union by August 31, 2011. If these timeframe requirements are not met by August 31, 2011, the parties will meet to establish new timeframe requirements.

Deflecto
Don Park
Imperial Manufacturing
Trent Metals/Summer Air
Victorian Sheet Metal

Signed at Toronto on this 27th day of April, 2004.



L. Petricca
Business Manager and
Financial Secretary
SMWIA, Local Union
No. 285



D. DiBattista
President
Toronto–Residential
Air Handling Group

**SUMMARY OF AMENDMENTS TO THE COLLECTIVE AGREEMENT
BETWEEN
RESIDENTIAL HEATING VENTILATION CONTRACTORS ASSOCIATION
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO.285
MAY 1ST, 2013 - APRIL 30TH, 2016**

**WAGE RATES
May 1, 2013**

- Apprentices registered with the Union prior to May 1st, 2004 -

	Foremans Rate	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	\$38.30	\$38.30	\$15.32	\$19.15	\$22.98	\$26.81	\$30.64
Foremans Rate 12%	\$4.60	\$-	\$-	\$-	\$-	\$-	\$-
Vacation Pay 10%	\$4.29	\$3.83	\$1.53	\$1.92	\$2.30	\$2.68	\$3.06
Travel Time & Expenses	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Health & Welfare	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44
Pension	\$5.87	\$5.87	\$5.87	\$5.87	\$5.87	\$5.87	\$5.87
Training Fund	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Check -Off	\$1.43	\$1.43	\$1.43	\$1.43	\$1.43	\$1.43	\$1.43
Industry Fund	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Total Package	\$59.78	\$54.72	\$29.44	\$33.66	\$37.87	\$42.08	\$46.29

**EFFECTIVE MAY 1st, 2014 \$1.30 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1st, 2015 \$1.80 TOTAL PACKAGE INCREASE**

**SUMMARY OF AMENDMENTS TO THE COLLECTIVE AGREEMENT
BETWEEN
RESIDENTIAL HEATING VENTILATION CONTRACTORS ASSOCIATION
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO.285
MAY 1ST, 2013 - APRIL 30TH, 2016**

**WAGE RATES
May 1, 2013**

	- Apprentices registered with the Union after May 1st, 2004 -						
	Foreman Rate	Journeyman	1st yr	2nd yr	3rd yr	4th yr	5th yr
Hourly Rate	\$38.30	\$38.30	\$15.32	\$19.15	\$22.98	\$26.81	\$30.64
Foremans Rate 12%	\$4.60	\$-	\$-	\$-	\$-	\$-	\$-
Vacation Pay 10%	\$4.29	\$3.83	\$1.53	\$1.92	\$2.30	\$2.68	\$3.06
Travel Time & Expenses	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Health & Welfare	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44	\$2.44
Pension	\$5.87	\$5.87	\$2.35	\$2.94	\$3.52	\$4.11	\$4.70
Training Fund	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Check - Off	\$1.43	\$1.43	\$1.43	\$1.43	\$1.43	\$1.43	\$1.43
Industry Fund	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Total Package	\$59.78	\$54.72	\$25.92	\$30.73	\$35.52	\$40.32	\$45.12
EFFECTIVE MAY 1st, 2014 \$1.30 TOTAL PACKAGE INCREASE							
EFFECTIVE MAY 1st, 2015 \$1.80 TOTAL PACKAGE INCREASE							

**ADDENDUM TO THE AGREEMENT
BETWEEN
RESIDENTIAL HEATING VENTILATION CONTRACTORS ASSOCIATION
AND
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 285
2013 – 2016**

1. PURPOSE:

To stabilize conditions in the home-heating sector, both Parties agree to standardize incentive systems in this part of the industry. Minimum standards shall be set as follows.

	May 1/12	May 1/13	May 1/14	May 1/15
2. ROUGHING IN				
Chimney:				
“A” Vent One Storey	\$50.40	\$51.63	*	*
Two Storey	\$66.24	\$67.85	*	*
“B” Vent One Storey	\$44.17	\$45.24	*	*
Two Storey	\$53.50	\$54.80	*	*

2. ROUGHING IN (con't)	May 1/12	May 1/13	May 1/14	May 1/15
House with a roof pitch of 10/12 and over	\$13.24	\$13.56	*	*
Return Air:				
First Floor	\$12.55	\$12.86	*	*
Second Floor	\$18.92	\$19.38	*	
Third Floor	\$37.84	\$38.76	*	*
High Walls	\$2.42	\$2.48	*	*
2nd floor single R/A in excess of one joist space	\$37.84	\$38.76	*	*
3rd floor single R/A in excess of one joist space	\$75.66	\$77.50		
Web joists extra	1 1/2 times per R/A per level.			
To install metal straps on both sides of R/A at floor level for single or double R/A openings. Payment for each R/A per level	\$2.18	\$2.23	*	*
To close window in T.J.I. JOISTS. Shall pay each opening.	\$1.09	\$1.12	*	*

2. ROUGHING IN (con't)	May 1/12	May 1/13	May 1/14	May 1/15
Ducted Return Air:				
To install return air ducts, upto 7" round. Pays same as standard stack per level per R/A.	\$21.97	\$22.50	*	*
8" to 10" round R/A duct.	1 1/2 times standard stack per level per R/A.			
Rectangular R/A Duct Payment for horizontal (run)	\$21.76	\$22.29	*	*
Payment for vertical stack per level	\$27.21	\$27.87	*	*
Each R/A connected to vertical stack or horizontal run will pay equivalent to a basement run.	\$19.60	\$20.08	*	*
Vents:				
Payment per Vent per level (including insulation up to 7" round)	\$14.95	\$15.31	*	*
Vents over 7" dia.	will pay 1 1/2 times vent per level.			
Covering floor holes	\$6.53	\$6.69	*	*
Supply Air:				
Holes	\$3.52	\$3.61	*	*

2. ROUGHING IN (con't)	May 1/12	May 1/13	May 1/14	May 1/15
Standard Stack (per level)	\$21.97	\$22.50	*	*
Garage Stack c/w taping :Shall pay each	\$28.97	\$29.67	*	*
Garage Ducts:				
If joist lining is required in garage	\$18.22	\$18.66	*	*
One Off House: Not model home or track housing	One and one-half (1 1/2) times the regular rough-in rate(not custom rate)			
Rough-in over 9 feet (measured from floor to underside of ceiling joists) for a total of 10% for the total rough-in labour costs only In a house with 8 ft. ceilings, any sunken floor areas of the house and/or garage stacks shall not be used to determine the above premium rate.	10%	10%	10%	10%
H.R.V. SYSTEMS ROUGH INS				
H.R.V.- Stack- 1st floor (c/w taping)	\$20.40	\$22.00	*	*
H.R.V.- Stack- 2nd floor (c/w taping)	\$24.27	\$27.00	*	*

2. ROUGHING IN (con't)	May 1/12	May 1/13	May 1/14	May 1/15
The cutting of inlet and outlet per hole with chain saw and installing sleeves. This applies only to H.R.V. installations at time of rough in.	\$6.53 per hole	\$6.69 per hole	* per hole	* per hole
3. BASEMENT (DUCT) INSTALLATIONS:				
Warm-air Runs	\$19.60	\$20.08	*	*
Return Air	\$19.60	\$20.08	*	*
Smoke Pipe	\$19.60	\$20.08	*	*
Return Air (30 x 8 with 2 joist spaces)	2-times Warm Air Rate			
a) Offsets to split-level shall be considered extra runs.	\$19.60	\$20.08	*	*
b) Installation of any stack elbows or combination of duct (per trunk line) and joist lining in main trunk duct, both supply and return, to change levels in split level basement will be considered as one (1) extra run for each trunk line				
c) Installation of cooling coil in plenum per coil.	\$41.44	\$42.45	*	*

3. BASEMENT (DUCT) INSTALLATIONS (con't)	May 1/12	May 1/13	May 1/14	May 1/15
d) Removing scrap from basement at the request of employer and leaving it on site.	\$10.61	\$10.87	*	*
e) Where an employee is requested by the Employer to install duct before the furnace is delivered and the employee must return to the house at a later date to tie-in the installed duct to the furnace.	\$48.50	\$49.68	*	*
f) Installation of air cleaner cabinet considered one (1) additional run per cabinet.				
g) Installation of plenum in pre-installed cooling coil considered one (1) run.				
h) Installation of high efficiency furnace with canvas connections considered one (1) run.				
i) Jumper box, maximum two (2) per house considered one (1) run per jumper box				
j) Payment for basement duct installation shall be made on the basis of the higher of the actual number of outlets or:				

3. BASEMENT (DUCT) INSTALLATIONS (con't)				
	May 1/12	May 1/13	May 1/14	May 1/15
• Townhouse	12 Runs			
	under 1,400 sq. ft.		1,400 sq. ft. and over	
• Single houses	14 runs		16 runs	
• Semi-detached joined by a common wall	12 runs		14 runs	
k) Furnace Set Up (includes all S/A and R/A main trunk lines)	\$80.00	\$81.94	*	*
l) Custom House	\$21.60	\$22.13	*	*
1. A house with two (2) or more furnaces. Payment per run	\$21.60	\$22.13	*	*
2. A two-storey house having in excess of 3200Sq. ft. Payment per run	\$21.60	\$22.13	*	*
3. Any split-level or bungalow will have payment based on the actual number of runs. Payment per run.	\$21.60	\$22.13	*	*
4. A house of steel or concrete special construction.	\$21.60	\$22.13	*	*

3. BASEMENT (DUCT) INSTALLATIONS (con't)	May 1/12	May 1/13	May 1/14	May 1/15
5. A house having a basement height of 9 ft. to underside of floor joists.	\$21.60	\$22.13	*	*
The calculation of square footage will exclude the basement area.				
m) One Off House: Not model home or track housing	One and one-half (1-1/2) times the custom rate			
n) When a basement installer has to assemble fittings on the job, only snap lock or button.	\$11.89 Per fitting	\$12.18 Per fitting	*	* Per fitting
o) Basement low wall return air and basement low wall supplies	Will pay an additional 1/2 run			
p) Cover floor holes	\$4.35	\$4.46	*	*
q) The return air in the basement of the house constructed with web joists.	Will pay an additional 1/2 run			
r) To close window in T.J.I. joists. Shall pay each opening	\$1.09	\$1.12	*	*
s) To install plenum extension as a result of the plenum being sent to the job to short. Shall pay same as fitting assembly	\$11.89 Per fitting	\$12.18 Per fitting	*	* Per fitting

3. BASEMENT (DUCT) INSTALLATIONS (con't)	May 1/12	May 1/13	May 1/14	May 1/15
t) Connecting R/A and S/A stacks in basement having more than one run connected to it.	One(1) run with 1/2 run for each additional run connected to it.			
u) In basement duct installation supply runs in excess of 6" Dia. that connect to a single supply air stack or supply air boot will pay 2 times the warm air rate				
H.R.V. BASEMENT				
Hanging H.R.V. Box	\$32.63	\$35.00	*	*
Delivery of H.R.V. Box	\$17.56	\$20.00	*	*
Each H.R.V. inlet and outlet,when using insulated flex pipe shall pay each	\$19.60	\$21.60	*	*
Each HRV inlet and outlet when using rigid pipe c/w insulation shall pay each.		\$21.60	*	*
When connecting a semi or fully ducted system to an HRV each stack connected to the HRV will pay each		\$21.60	*	*

3. BASEMENT (DUCT) INSTALLATIONS (con't)	May 1/12	May 1/13	May 1/14	May 1/15
If holes need to be cut at time of HRV installation.	\$31.97 per hole	\$32.75 per hole	* per hole	* per hole
4. TRAVEL	\$8.22	\$8.42	*	*
Employees who lives in Mississauga or Oakville and is requested to do basement duct installation in Pickering or Ajax, and an employee who lives in Pickering or Ajax and is required to do basement duct installation in Mississauga or Oakville, will be paid the following amounts for each day of travel:				
5. DELIVERY				
Employees who are using their own vehicle for delivering materials shall be paid the following minimum rates. (The consideration of these rates does not place the onus on the employees to provide their own vehicles).				
To deliver duct with own vehicle-no furnace	\$35.65	\$36.52	*	*
To deliver furnace with own vehicle-no duct	\$35.65	\$36.52	*	*

5. DELIVERY (con't)	May 1/12	May 1/13	May 1/14	May 1/15
To deliver duct and furnace with vehicle	\$47.55	\$48.71	*	*
To Deliver rough-ins	\$18.12	\$20.00	*	*
When furnace and duct are delivered to the job site but not to the basement, extra will be paid to bring those to furnace room.	\$17.07	\$17.48	*	*
If only one or the other (furnace or duct) is to be taken to the basement extra shall be paid:				
Furnace	\$9.46	\$9.69	*	*
Duct	\$7.56	\$7.74	*	*

THE BENEFITS LISTED BELOW WILL STAY IN EFFECT UNTIL DECEMBER 31, 2013

6. BENEFITS

a) Payments to the Sheet Metal Workers' Local Union No. 285 Employee Benefit Trust shall be submitted by contractors on behalf of those participating in the incentive system, in addition to the rates listed above, as follows:

	May 1/12	May 1/13	May 1/14	May 1/15
Benefits:				
Health and Welfare	\$2.35	\$2.44		
Pension	\$5.87	\$5.87		
Training Fund	\$0.35	\$0.35		
Maximum contribution for the above 220 hours monthly, 176 hours (4- week month)				
Check-off - Max. 44 hours per week	\$1.52	\$1.43		
Industry Fund- Max 44 hours per week	\$0.50	\$0.50		
TOTAL	\$10.59	\$10.59		

6. BENEFITS (con't)

b) For the purpose of Article 28 of the Collective Agreement, the number of hours for which contributions are remitted to the Sheet Metal Workers' Local Union No. 285 Benefit Trusts on behalf of all journeymen and apprentices on the incentive system shall be calculated as follows:

$$\text{INDIVIDUAL'S GROSS EARNINGS} = \text{BENEFIT HOURS} \\ \text{RATE PER HOUR + VACATION PAY} \quad \text{TO BE REMITTED}$$

Benefits are subject to the following cap:

Maximum of 176 hours in a 4 - week month

Maximum of 220 hours in a 5 - week month

All journeymen and apprentices working on the incentive system shall be considered employees of the Employer and shall be paid by the employer for all work done on the incentive system. The number of hours of which contributions are remitted shall be recorded by the Employer on the pay of each journeyman and apprentice on the incentive system.

Rate per hour:

Journemen, Article 13.1 of the Collective Agreement
Apprentices, Article 26.3 of the Collective Agreement

c) Other Benefits shall be included in the rates listed above. Without limiting the generality of the foregoing, the rates in this addendum are deemed to include any vacation or statutory holiday pay, overtime or shift premiums under the Collective Agreement, but no Employer may compel an employee to work on any statutory holidays or any hours (or amount of hours) for which any such payments would be required under the Collective Agreement.

THE FOLLOWING BENEFIT CHANGES WILL TAKE EFFECT JANUARY 1ST, 2014

Effective January 1st, 2014

6. BENEFITS

a) Payments to Sheet Metal Workers' Local No.285 Employee Benefit Trusts shall be remitted by the employer for all journeyman and apprentices in his/her employ working on the incentive system in addition to the rates listed above, as follows:

Benefits:	May 1/13	May 1/14	May 1/15
Health and Welfare	\$ 2.44		
Pension	\$ 5.87		
Training Fund	\$ 0.35		
Check-off	\$ 1.43		
Industry Fund	\$ 0.50		
TOTAL	\$10.59		
Maximum contribution for the above 220 hours monthly, 176 hours (4- week month)			

6. BENEFITS (con't)

b) For the purpose of Article 28 of the Collective Agreement, the number of hours for which contributions are remitted to the Sheet Metal Workers' Local Union No. 285 Benefit Trusts on behalf of all journeymen and apprentices on the incentive system shall be calculated as follows:

$$\text{INDIVIDUAL'S GROSS EARNINGS} = \text{BENEFIT HOURS} \\ \text{RATE PER HOUR + VACATION PAY} \quad \text{TO BE REMITTED}$$

For the purpose of determining a 4 or 5 week month. Thursday will be the day used for this determination.
Months with 4 Thursdays = 4 week months
Months with 5 Thursdays = 5 week months

All journeymen and apprentices working on the incentive system shall be considered employees of the Employer and shall be paid by the employer for all work done on the incentive system. The number of hours of which contributions are remitted shall be recorded by the Employer on the pay of each journeyman and apprentice on the incentive system.

Rate per hour:
Journeymen, Article 13.1 of the Collective Agreement
Apprentices, Article 26.3 of the Collective Agreement

c) Other Benefits shall be included in the rates listed above. Without limiting the generality of the foregoing, the rates in this addendum are deemed to include any vacation or statutory holiday pay, overtime or shift premiums under the Collective Agreement, but no Employer may compel an employee to work on any statutory holidays or any hours (or amount of hours) for which any such payments would be required under the Collective Agreement.

7. GENERAL

- a) Smoke pipe may be installed by sheet metal worker if properly licenced and if he is prepared to accept responsibility under the Energy Act.
- b) Breaking of block walls to be done only with prior approval of Employer. Rate of pay for this work to be determined at the time the Employer approval.
- c) Payment of the incentive system will be for runs shown on the drawings issued by the employer only. Charges for additional supply or return runs will not be paid unless prior approval is obtained from the Employer or an approved extra is obtained from the builder.
- d) A committee of representatives from each shop shall be selected to check on the operation of this plan. They will meet regularly to ensure the proper implementation of the system and to make recommendations, where necessary, on its operation. This committee shall meet a minimum of every second month.
- e) Rough-in and Basement crews shall discuss with their employer any condition, which could be considered dangerous or unsafe, such as a too steep roof pitch or a basement in excess of 10 ft. high, and if the question remains unresolved, the provisions of Article 9 - Joint Conference Board will be followed.
- f) With the exception of "Rough-In Vents" and "HRV inlets and outlets" no installer shall be required to insulate any duct or pipe.
- g) The employer will be responsible for fair and equitable distribution of all the jobs that are assigned to each installer.
- h) There will be a three part billing form. To be implemented within 90 days of ratification.
- i) The terms of the addendum shall become effective on May 1, 2013. Its duration shall be bound by the conditions set out under Article 34 of the Collective Agreement to which it is an addendum, unless both mutually agree to reopen discussion and readjust rates outlined above.

8. TAPING

Taping requirements for residential ductwork installations form part of this collective agreement and shall become effective on May 1st, 2013 or on ratification. (2 pages of Taping Requirements and 2 pages of colour charts to be attached)

*** Indicates per centage increase to be added as per the agreed dates**

**RESIDENTIAL HEATING VENTILATION
CONTRACTORS ASSOCIATION TAPING
REQUIREMENTS FOR RESIDENTIAL
DUCTWORK INSTALLATIONS
(Excluding High-Velocity Systems)**

Colours below as per attached drawing

Basement Duct Installation

1) Green

Supply Air:

To tape all supply air “S & D” cleat connections, block ends, take off’s, plenum connections to furnace and crimped (beaded joint) connections on perimeter pipe.

Return Air:

To tape all joist lining connections to joist and ductwork, “S & D” cleat connections, all block ends, fish lock connections, filter connections to furnace & R/A boot up to 2 meters diameter from furnace plenum.

Shall pay \$4.00 per warm air run and per return air equal to the total number of basement runs being paid.

2) Yellow

Return Air:

To tape all joist lining connections to joist and ductwork, “S & D” cleat connections, all block ends, fish lock connections, filter connections to furnace and return air boot (beyond 2 meters).

Shall pay in addition to item #1, \$1.00 per warm air run and per return air equal to the total number of basement runs being paid.

3) Pink

To tape all manufactured longitudinal seams on ductwork fittings, round pipe and gores on elbows.

Shall pay in addition to items #1 and #2 \$3.00 per warm air run and per return air equal to the total number of basement runs being paid.

Note:

- 1) All “S & D” cleat connections shall be taped with 3” wide foil tape.
- 2) If “S & D” cleat connections are to be taped with 2-inch wide foil tape, it shall pay 1 ½ times the normal run rate.

Duct Sealant:

If duct sealant is required, the contractor shall supply protective apparel and all safety equipment as required. Duct sealant shall pay 1 ½ times above the corresponding taping rates.

Rough In

4) Orange

To tape supply air (standard stack) and return air stacks crimped (beaded joint) connections on perimeter pipe (excludes garage stacks as they are covered by the addendum in the Collective Agreement).

Shall pay \$2.00 per stack per level.

5) Blue

To tape all “S & D” cleat connections, block ends, take off’s and joist lining connection to joist and ductwork.

Shall pay, in addition to item #4, \$2.75 per run connected to ductwork.

6) Pink

- (a) To tape all manufactured seams on ductwork and fittings.

Shall pay, in addition to item #5, \$2.00 per run connected to ductwork.

- (b) To tape all round pipe seams and gores on elbows.

Shall pay, in addition to items #4 and #5 above, \$2.00 per run.

Note:

- 1) All “S & D” cleat connections shall be taped with 3-inch wide foil tape.
- 2) If “S & D” cleat connections are to be taped with 2-inch wide foil tape, or any other type of tape thinner than 3” wide, shall pay 1 ½ times the normal run rate.
- 3) The above taping rates for rough-in (numbers 4, 5 & 6) not subject to the 10% premium rate as per section No.2 of the addendum.

Duct Sealant:

If duct sealant is required, the contractor shall supply protective apparel and all safety equipment as required. Duct sealant shall pay 1 ½ times above the corresponding tape rates.

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 willfully 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, plans or phase number and amount invoiced.

Failure to provide this information upon request will result in a fine set at \$250.00.

NOTES

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