

AGREEMENT

between

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



– and –

**RESIDENTIAL GAS FITTING
CONTRACTORS ASSOCIATION
OF ONTARIO**

May 1st, 2013 to April 30th, 2016

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

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(no meeting in August)

Location:

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(unless otherwise stated)

**Residential Gas Fitting
Contractors Association
Of Ontario**

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COLLECTIVE AGREEMENT 2013-2016

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION Local Union No. 285

— and —

RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO

TABLE OF CONTENTS

Article	Page
Purpose	1
Code of Ethics	1
1 Definitions	2
2 Scope of Agreement	3
3 Management Rights and Subcontracting	3
4 No Strike - No Lock-out	4
5 Recognition - Union Security	5
6 Union Stewards	6
7 Hiring Procedure	6
8 Lay-Off Procedure	7
9 Joint Conference Board.....	8
10 Grievance Procedure and Arbitration.....	9
11 Hours of Work	9
12 Overtime.....	10
13 Wage Rates	10
14 Shift Work	11
15 Premium Rate.....	12
16 Method of Wage Payment	12
17 No Decrease	12
18 Wages, When Not Placed at Work	12

Article	Page
19 Vacation Pay	13
20 Travel Time	13
21 Room and Board Allowance	13
22 Transportation	13
23 Parking	14
24 Tools	14
25 Registered Apprentices	15
26 Fringe Benefits	15
27 Payment Bond for Default in Benefit Payments ..	18
28 Government Legislation.....	20
29 Trade Jurisdiction	20
30 Bereavement Leave	20
31 Safety-Working Conditions.....	21
32 Industry Fund	21
33 Addendum	22
34 Duration	22
Signatories to Agreements	23
Hourly Rates Sheets	24
Addendum	34
Information Sheet.....	44
Letter of understanding no.1	45
Letter of understanding no.2	46
Local Union By-Laws	47

AGREEMENT

AGREEMENT EFFECTIVE THIS 1st day of May, 2013
BETWEEN:

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

hereinafter referred to as the "Union"

— and —

**RESIDENTIAL GAS FITTING CONTRACTORS
ASSOCIATION OF ONTARIO**

hereinafter referred to as the "Association"

PURPOSE

The purpose of this Collective Agreement is to advance the gas fitting industry, improve the standard of efficiency in the gas fitting 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 Employer, 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 gas fitting industry a code of ethics and fair practices which will ensure compliance with the specific terms of

this agreement. 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 gas fitting work at night or other non regular working hours for other than their regular employers. Employers will advise the Union of any such contravention, which comes to their attention and the Joint board shall be convened as soon as possible to resolve the issue.

ARTICLE 1 – DEFINITIONS

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

1.2 “Employee” means a certified gas fitter recognized by the Union, or a registered gas helper, and employed by an Employer in the shop or on a job site.

1.3 “Member” means a certified gas fitter, or gas helper recognized by the Union who works in a shop or on a job site.

1.4 “Senior Gas Fitter “ means a certified gas fitter who has reached the age of 60 years.

1.5 “Union” means the Sheet Metal Workers’ International Association, Local Union #285.

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

1.7 “Sheet Metal Workers’ Local Union # 285 Employee Benefit Trusts” means the Welfare the Pension, the training, the Check Off and the Industry Fund.

1.8 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.

1.9 Association” means the Residential Gas Fitting Contractors Association of Ontario.

1.10 “Board” means the joint Conference Board as provided for in Article 9 herein.

ARTICLE 2 — SCOPE OF AGREEMENT

This Agreement shall apply to all gas fitters and gas fitters helpers in the Employ of the Employer and to cover all gas piping, venting and service work in the province of Ontario.

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 endeavour, as conditions dictate, that if layoffs are necessary, Senior Gas Fitter with a minimum of 3 years’ service with the employer, will be laid off at a ratio no greater than 1 Senior Gas Fitter to 2 Gas Fitters.
- to determine materials, parts, components and assemblies to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, and the scheduling of work.

3.2 Sub-Contracting

- (a) In the event that the contractor finds it necessary to let or 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, as per Article 29 Trade Jurisdiction 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.

- (b) Any Sheet Metal work shall be performed by a SMWIA Local Union No. 285 member or sublet to a contractor signatory to SMWIA Local Union No. 285.

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, sit-down or stop-page 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 Employer agrees to employ only qualified gas fitters and appropriate gas fitters helpers as recognized by the Union, to perform work set out in Article 2 herein.

5.3 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.

5.4 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.

5.5 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.

5.6 Any Employer who is not a member of the Residential Gas Fitting Contractors Association of Ontario 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.

5.7 In the event a member of management performs any work covered by this Agreement he/they shall first become a member of this local and will maintain membership in good standing as well as obtaining a work permit as per Article 7.1 of this agreement. The employer shall remit all benefits and dues for all hours and/or piecework so worked.

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 Qualified Gas Fitter 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

All unemployed or new members will place their name on the Unions out of work list. The Union representative will supply these members with a list of all signatory gas fitting contractors and all their contact information in order for these unemployed or new members to seek employment.

When placed to work such members shall be issued with a work assignment slip and work permit. The “Work Per-

mit” shall be carried by the members 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.

- (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

- (a) The Employer will not assign any gas fitting work to an employee unless the employee has obtained a work assignment slip/work permit from the Union prior to commencing work.
- (b) Beginning February 1st of the last year of this collective agreement and until a new agreement has been ratified the Union reserves the right to limit membership during this period.

7.3 All gas fitting 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 gas fitting personnel required thereafter shall be supplied by the Union Office.

7.4 All apprentices who enter the apprenticeship program after June 30, 2003 who do not take the required Provincial Trade School courses will have their employment status reviewed by the Employer and the Union jointly.

** If an apprenticeship program becomes in place for gas fitters and gas technicians.*

ARTICLE 8 — LAY-OFF PROCEDURE

8.1 Four hours notice shall be given the Union Office or Gas Fitter or Registered gas helper when laid off. Within

48 hours of severance, he must be supplied with his Record of Employment separation certificate and paid in full in accordance with the Act.

8.2 If at 24 hours after severance the Employee has not been given payment and certificate as noted he shall be paid for an additional 4 straight time hours, for the time lost and inconvenience entailed in obtaining them for himself.

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 six 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.

9.5 The Joint Conference Board will oversee the Industry Gas Fitters Seminar Program established under Article 32, and the Union agrees to provide and/or make available its training facilities and related trade equipment as the Joint Conference Board may determine.

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, or Employer's Representative.

10.2 Should the matter not be settled then the matter shall be discussed between the Employer and the Union Representative.

10.3 If no agreement is reached within five working days of the Employer and Union Representative meeting, then the Grievance may be submitted to the Ontario Labour Relation Board, in accordance with section 133 of the Labour Relation 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 up to nine (9) hours labour in the shop or on the job beginning at 7:00 a.m. and finishing at 4:30 p.m. with one half (1/2) hour for eating lunch. The regular working week shall consist of five (5) consecutive nine (9) 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, up to 44 hrs per week before overtime.

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 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 months prior to taking vacation leave.

ARTICLE 12 – OVERTIME

12.2 Time and a half shall be paid for all hours worked on Saturdays and all overtime hours worked during Monday to Friday

12.2 For Helpers and fitters that are working under the Addendum to Agreement no overtime will be paid.

12.3 Double time shall be paid for all hours worked on Sundays and on the following statutory holidays,(includes Ontario’s Civic Holiday) providing the member works the first regular scheduled working day before and after the holiday.

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

ARTICLE 13 – WAGE RATES

13.1 Production and Custom Home Installers

Classification	(A) 0-1800 Hours (40%)	(B) 1800-3600 Hours (60%)	(C) 3600-5400 Hours (80%)	(D) 5400 Hours plus (100%)
G1	-	-	\$30.41/hr	\$36.75/hr
G2	\$19.69/hr	\$23.06/hr	\$28.41/hr	\$34.75/hr
GP	\$18.69/hr	\$22.06/hr	\$27.41/hr	\$33.75/hr
G3	\$15.69/hr	\$20.06/hr	\$24.41/hr	-
Helper	\$14.69/hr	\$19.06/hr	\$22.41/hr	-

For the period of May 1, 2014 to April 30, 2015 there is a \$1.25 increase to the total package, (\$1.14 to wage rate and \$0.11 to vacation pay). There will also be a \$1.25 increase to the total package for the period of May 1, 2015 to April 30, 2016. The above wage rate for these two periods may change if the Union Members allocate a portion of their total package increase to benefits.

All Other Work

Classification	(A) 0-1800 Hours (40%)	(B) 1800-3600 Hours (60%)	(C) 3600-5400 Hours (80%)	(D) 5400 Hours plus (100%)
G1	-	-	\$28.86/hr	\$34.81/hr
G2	\$18.92/hr	\$21.90/hr	\$26.86/hr	\$32.81/hr
GP	\$17.92/hr	\$20.90/hr	\$25.86/hr	\$31.81/hr
G3	\$14.92/hr	\$18.90/hr	\$22.86/hr	-
Helper	\$13.92/hr	\$17.90/hr	\$20.86/hr	-

For the period of May 1, 2014 to April 30, 2015 there is a \$1.25 increase to the total package, (\$1.14 to the wage rate and \$0.11 to vacation pay). There will also be a \$1.25 increase to the total package for the period of May 1, 2015 to April 30, 2016. The above wage rate for these two periods may change if the Union Members allocate a portion of their total package increase to benefits.

*Helpers clause-Government Regulations or TSSA may apply to the ratio of fitters to helpers.

13.2 The parties agree that as of June 30th, 2003, 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 licence gas fitter worker when designated by management as a foreman is:

12% of the hourly rate

ARTICLE 16 — METHOD OF WAGE PAYMENT

Wages may be paid by cash, cheque or direct deposit and shall be provided by no later than 4:00 pm on Thursday and cashed on employees time. If payday falls on a Statutory Holiday or a scheduled shut down, all wages owed will be paid by the last scheduled work day. 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 All gas Fitters and Gas fitters helpers, 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 hourly 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 rate and will be paid in addition to the hourly wage rates. Gross Earnings 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 12.3.

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

ARTICLE 20 — TRAVEL TIME

20.1 Travel Time to be included in regular hours worked.

ARTICLE 21 — ROOM AND BOARD ALLOWANCE

Board allowance on out-of-town jobs will be those necessary expenses as incurred when supported by receipts, with minimum over night expenses established at \$20.00 per day or \$140.00 per week for expenses not including the extra money for a room.

ARTICLE 22 — TRANSPORTATION

22.1 Any Transportation supplied by the Employer shall be sheltered and insured and in safe operating condition with a seat per person.

22.2 Personal Vehicle

Gas Fitters 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 on their weekly pay. Employees must park at a lot designated by the Employer and mutually agreed between the Employer and the Employee.

ARTICLE 24. — TOOLS

24.1 Gas Fitters and Gas Technicians

- | | |
|------------------------|-------------------|
| 1. Metal Snips | 8. Utility Knife |
| 2. Hammer | 9. Hard Hat |
| 3. Measuring Tape | 10. Safety Boots |
| 4. 14 inch pipe wrench | 11. Flaring Tool |
| 5. 18 inch pipe wrench | 12. Copper Cutter |
| 6. Channel locks | 13. Hack Saw |
| 7. Screwdriver | 14. ABS Cutter |

24.2 Apprentices or Helper

- | | |
|-------------------|------------------|
| 1. Metal Snips | 5. Channel Locks |
| 2. Hammer | 6. Utility Knife |
| 3. Measuring Tape | 7. Hard Hat |
| 4. Screwdriver | 8. Safety Boots |

24.3 Tools Supplied By Contractor

- (a)
1. Pipe Threading Machine with Pipe Cutter and Reamer
 2. Min Two Die Heads For Machine ½” to ¾” and 1” to 2”
 3. Stand
- (b)
1. Concrete Core Drill and Bits 1 ½”, 2”, 3” and 4”
 2. Hammer Drill (1/2” Chuck) and Bits
 3. Hole Hawg and Bits 1 ½”, 2”, 3” and 4”
 4. Electrical Cords
 5. Trouble Lights / Work Lights
 6. Dies and Inserts with Maintenance of Machine

ARTICLE 25 — REGISTERED APPRENTICES

25.1 If Government regulates an apprenticeship for gas fitters the following will be implemented. Also Joint Apprenticeship Committee will be put in place.

25.2 Probationary Period notwithstanding the requirements of 25.1 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.

25.3 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 payday for the pay period in which he quits.

25.4 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 26 — FRINGE BENEFITS

26.1 In addition to the hourly rates referred to in Article 13 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	\$0.80 for every hour worked

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.

** Welfare contributions and Benefits will be as per SMWIA local 285 Health and Welfare Plan.*

** When the pension contribution reaches \$2.00 then only the appropriate percentages will be added for G3 and helpers as per classifications and experience under article 13.1 sections (A), (B), and (C) of this agreement.*

26.2(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 #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, which shall clearly indicate the Employer’s pay period ending, and be signed by the appropriate representative of the Employer.

26.2(b) In the event the Employer fails to remit contributions or check off by the 15th day of the month due, the Union may charge interest at a rate of five percent (5%) per month from the due date for any delinquent contribution or check off five (5) days in arrears, provided the Employer receives notice from the Administrator and does not correct such delinquent payment within three (3) working days of receipt of such notice.

26.3 The Administrator shall immediately upon receipt of the same:

- (a) Forward the check off payments to the Financial Secretary of the Union.
- (b) Forward the Industry Fund contribution to the Residential Gas Fitting Contractors Association of Ontario

26.4 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. Provided the Employer receives notice from the Administrator and does not submit such delinquent payment within 5 working days of receipt of such notice.

26.5 Information on contribution procedure and contribution forms may be obtained from the Administrator.

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

Tel. No. (416) 635-6000 Fax No. (416) 635-6464

Or any other administrator appointed by the board of trustees of the Health and Welfare and Pension Plans.

26.6 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.

26.7 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 adhered to. The said Trust Agreement shall provide for annual audited reports of the income and expenditures of the Fund.

26.8 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).

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

26.10 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.

26.11

- (a) Any and all wages applied towards benefits shall be based on the Gas Fitters rate and the benefit remittances to the Sheet Metal Workers' Local Union #285 Employee Benefit Trusts for Gas Fitters Helpers shall be equal to the Gas Fitters remittances.
- (b) 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 increases 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.

ARTICLE 27 — PAYMENT BOND FOR DEFAULT IN BENEFIT PAYMENTS

Formula for payment bond for default in benefit payments:

- (a) All contractors shall post bond on a formula basis, which is the total bond equal to the average monthly payment to the Trust during the previous July to June, minimum bond of \$3,000.00.
- (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) 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 and shall remain in place for a minimum of twenty-four (24) months from date of replacement.
- (i) The Union will bring a grievance against any contractor who does not renew the bond.
- (j) 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 285 Employees Benefit Trusts" in the following amounts:
 - \$4,000.00 for an employer with up to two (2) employees.
 - \$2,000.00 for each additional employeeAt the appropriate time, the existing language (a) for calculation of the bond value will apply.
- (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 28 — GOVERNMENT LEGISLATION

- (a) 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. Including any change implemented by TSSA.
- (b) “It is the responsibility of all the parties to comply with all legislation current and amended.”

ARTICLE 29 — TRADE JURISDICTION

29.1 The trade jurisdiction of the Union shall be the installation of new gas piping systems and related equipment, the maintenance and repair of all gas piping systems and related equipment, and the removal and/or relocation of all gas piping systems and related equipment for the purpose of renovation, retrofit, reconstruction, replacement or relocation. To include the servicing of all gas fired equipment and appliances.

29.2 Also 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 30 — 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. Time off is not paid.

ARTICLE 31 — SAFETY WORKING CONDITIONS

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 type 2 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 time spent by members on safety training will be paid for as Article 13.1 Wage Rates of this Collective Agreement.

ARTICLE 32 — INDUSTRY FUND

- (a) Each Employer bound by this Agreement or a like agreement adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute \$0.80 for each hour earned by each employee covered by this Agreement.

The Employer shall remit such contributions along with other contributions as set out in the Agreement to the Administrator on or before the 15th day of the month for which the contributions were due.

- (b) The Industry Fund contribution amount may be revised on notice from the Residential Gas Fitting Contractors Association from time to time.
- (c) The Industry Fund contribution amount excludes any applicable taxes and the Employer agrees to pay all applicable taxes.
- (d) It is understood that 75% (\$0.60) of the Industry Fund contribution shall be designated to operate and fund the Industry Gas Fitters Seminar Program. The Industry Gas Fitters Seminar Program will be

overseen by the Joint Conference Board under Article 9, and the program will provide opportunity for the gas fitters to review industry practice, procedures and/or policy as may apply under the TSSA.

ARTICLE 33 – ADDENDUM

The attached Addendum covers Low-Rise Housing and forms part of this Collective Agreement. Any work or any questions not specifically covered by the Addendum is covered by the Main Portion of this Collective Agreement.

ARTICLE 34 – 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.

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 Vaughan THIS 24th day of April 2013.

FOR THE ASSOCIATION

Terry Lochhead

James Quattrociocchi

John Succo

Loreto Rodorigo

FOR THE UNION

Louie Petricca

Bob Gougeon

Frank Verconich

Tex Farrell

Gino Furtado

Kevin Haggit

Bruno Mittica

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO**

AND

**SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

WAGE RATES G-1

Production and Custom Home Installers

May 1, 2013

	Foreman Rate	(d) 5400 plus hrs. 100%	(c) 3600-5400 hrs. 80 % of Increase	
Hourly Rate	\$36.75	\$36.75	\$30.41	
Foremans Rate 12%	\$ 4.41	—	—	
Vacation Pay 10%	\$ 4.12	\$ 3.68	\$ 3.04	
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44	
Pension	\$ 5.87	\$ 5.87	\$ 5.87	
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35	
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43	
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80	
Total Package	\$56.17	\$51.32	\$44.34	

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES G-2
Production and Custom Home Installers**

May 1, 2013

	Foreman Rate	(d) 5400 plus hrs. 100%	(c) 3600-5400 hrs. 80% of Increase	(b) 1800-3600 hrs, 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$34.75	\$34.75	\$28.41	\$23.06	\$19.69
Foremans Rate 12%	\$ 4.17	—	—	—	—
Vacation Pay 10%	\$ 3.89	\$ 3.48	\$ 2.84	\$ 2.31	\$ 1.97
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
Pension	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80
Total Package	\$53.70	\$49.12	\$42.14	\$36.26	\$32.55

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO**

AND

**SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

WAGE RATES GP

Production and Custom Home Installers

May 1, 2013

	Foreman Rate	(d) 5400 plus hrs. 100%	(c) 3600-5400 hrs. 80% of increase	(b) 1800-3600 hrs, 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$33.75	\$33.75	\$27.41	\$22.06	\$18.69
Foremans Rate 12%	\$ 4.05	—	—	—	—
Vacation Pay 10%	\$ 3.78	\$ 3.38	\$ 2.74	\$ 2.21	\$ 1.87
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
Pension	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80
Total Package	\$52.47	\$48.02	\$41.04	\$35.16	\$31.45

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES G-3
Production and Custom Home Installers**

May 1, 2013

	(c) 3600-5400 hrs. 80% of Increase	(b) 1800-3600 hrs 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$24.41	\$20.06	\$15.69
Vacation Pay 10%	\$ 2.44	\$ 2.01	\$ 1.57
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44
Pension	\$ 5.09	\$ 4.33	\$ 3.54
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80
Total Package	\$36.96	\$31.42	\$25.82

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO**

AND

**SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES HELPER
Production and Custom Home Installers**

May 1, 2013

	(c) 3600-5400 hrs. 80% of Increase	(b) 1800-3600 hrs 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$22.41	\$19.06	\$14.69
Vacation Pay 10%	\$ 2.24	\$ 1.91	\$ 1.47
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44
Pension	\$ 5.09	\$ 4.33	\$ 3.54
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80
Total Package	\$34.76	\$30.32	\$24.72

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES G-1
All Other Work**

May 1, 2013

	Foreman Rate	(d) 5400 plus hrs. 100%	(c) 3600-5400 hrs. 80 % of Increase	
Hourly Rate	\$34.81	\$34.81	\$28.86	
Foremans Rate 12%	\$ 4.18	-	-	
Vacation Pay 10%	\$ 3.90	\$ 3.48	\$ 2.89	
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44	
Pension	\$ 5.87	\$ 5.87	\$ 5.87	
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35	
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43	
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80	
Total Package	\$53.78	\$49.18	\$42.64	

**EFFECTICE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTICE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO**

AND

**SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30, 2016**

**WAGE RATES G-2
All Other Work**

May 1, 2013

	Foreman Rate	(d) 5400 plus hrs. 100%	(c) 3600-5400 hrs. 80% of Increase	(b) 1800-3600 hrs. 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$32.81	\$32.81	\$26.86	\$21.90	\$18.92
Foremans Rate 12%	\$ 3.94	-	-	-	-
Vacation Pay 10%	\$ 3.68	\$ 3.28	\$ 2.69	\$ 2.19	\$ 1.89
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
Pension	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80
Total Package	\$51.32	\$46.98	\$40.44	\$34.98	\$31.70

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES GP
All Other Work**

May 1, 2013

	Foreman Rate	(d) 5400 plus hrs. 100%	(c) 3600-5400 hrs. 80% of increase	(b) 1800-3600 hrs. 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$31.81	\$31.81	\$25.86	\$20.90	\$17.92
Foremans Rate 12%	\$ 3.82	-	-	-	-
Vacation Pay 10%	\$ 3.56	\$ 3.18	\$ 2.59	\$ 2.09	\$ 1.79
Health & Welfare	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
Pension	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87	\$ 5.87
Training Fund	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Check -Off	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43
Industry Fund	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80
Total Package	\$50.08	\$45.88	\$39.34	\$33.88	\$30.60

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO**

AND

**SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES G-3
All Other Work**

May 1, 2013

	(c) 3600-5400 hrs. 80% of Increase	(b) 1800-3600 hrs 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$22.86	\$18.90	\$14.92
Vacation Pay 10%	\$2.29	\$1.89	\$1.49
Health & Welfare	\$2.44	\$2.44	\$2.44
Pension	\$5.09	\$4.33	\$3.54
Training Fund	\$0.35	\$0.35	\$0.35
Check -Off	\$1.43	\$1.43	\$1.43
Industry Fund	\$0.80	\$0.80	\$0.80
Total Package	\$35.26	\$30.14	\$24.97

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**SUMMARY OF HOURLY RATES TO THE COLLECTIVE AGREEMENT
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO
AND
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 285
MAY 1st, 2013 - APRIL 30TH, 2016**

**WAGE RATES HELPER
All Other Work**

May 1, 2013

	(c) 3600-5400 hrs. 80% of Increase	(b) 1800-3600 hrs 60% of Increase	(a) 0-1800 hrs. 40% of Increase
Hourly Rate	\$20.86	\$17.90	\$13.92
Vacation Pay 10%	\$2.09	\$1.79	\$1.39
Health & Welfare	\$2.44	\$2.44	\$2.44
Pension	\$5.09	\$4.33	\$3.54
Training Fund	\$0.35	\$0.35	\$0.35
Check -Off	\$1.43	\$1.43	\$1.43
Industry Fund	\$0.80	\$0.80	\$0.80
Total Package	\$33.06	\$29.04	\$23.87

**EFFECTIVE MAY 1ST, 2014 \$1.25 TOTAL PACKAGE INCREASE
EFFECTIVE MAY 1ST, 2015 \$1.25 TOTAL PACKAGE INCREASE**

**ADDENDUM TO THE AGREEMENT
BETWEEN
RESIDENTIAL GAS FITTING CONTRACTORS ASSOCIATION OF ONTARIO
AND
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 285**

MAY 1, 2013 - APRIL 30, 2016

The terms and conditions set out in the Collective Agreement attached hereto shall apply to all work covered by this Addendum except as expressly modified by this Addendum

1. PURPOSE:

- a) To stabilize conditions in the gas fitting home-heating sector, both Parties agree to standardize incentive systems in this part of the industry. Minimum standards shall be as follows. On new construction only.
- INFORMATION SHEET (applies to all items in the Addendum where applicable. See Information sheet attached)**
- b) An assigned installer or crew leader shall complete Information Sheet (where applicable) and return to Employer. Information Sheet shall include images as required by Employer (maximum 12). Each assigned installer or crew leader shall receive a device allowance of \$70.00 annually on May 1st of each year.

THE FOLLOWING RATES INCLUDE VACATION PAY AS PER ARTICLE 19 OF THE AGREEMENT

2. STANDARD HOUSE:

	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
a) Includes all gas piping from outlet of gas meter to one furnace and one hot water tank up to 1 inch as required by proper pipe sizing method. All single pipe venting to one furnace and one hot water tank up to 2 inch vent pipe. Assembly of condensate drains. Including caulking on exterior penetration done by gas fitter.	\$215.00	\$225.00	\$235.00	\$250.00

2. STANDARD HOUSE (continued...)	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
<p>b) Includes all gas piping from outlet of gas meter to one furnace and rough in of hot water tank up to 1 inch as required by proper pipe sizing method. All single piping venting to one furnace and rough-in to one hot water tank. Assembly of condensate drains. Including caulking on exterior penetration done by gas fitter. Venting and gas piping to be within 5 ft. radius of hot water tank at ceiling height. Includes vent hole.</p>	\$176.00	\$184.50	\$192.70	\$205.00
<p>c) Gas Piping only</p>	\$107.50	\$112.50	\$117.50	\$125.00
<p>Venting only (Furnace and HWT)</p>	\$107.50	\$112.50	\$117.50	\$125.00
<p>d) Going back to hook up HWT (if meets above standards 'b')</p>	\$ 39.00	\$ 40.50	\$ 42.30	\$ 45.00
<p>e) If not same installer doing hookup and this house does not meet the above standards 'b'</p>	\$ 55.00	\$ 57.56	\$ 60.11	\$ 63.95
<p>f) Single System Is a system in a house that has up to 1" main gas line with a single gas fired heating unit (HWT, or Furnace only) with a single 2" vent. Will pay equal to 75% of a STANDARD HOUSE</p>	\$161.25	\$168.75	\$176.25	\$187.50
<p>g) 1. Hanging of Wall Hung Boiler or Tankless Water Heater Boiler or Tankless Water Heater in Lieu of Hot Water Tank (above standard house #2 (a) - (f)</p>	\$ 26.59	\$ 27.80	*	*

2. STANDARD HOUSE (continued...)		MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
Single Wall Plastic			Normal venting rates apply		
Single Wall metal per appliance -above Single Wall Plastic		\$ 26.59	\$ 40.00	*	*
Concentric up to 6" outside diameter up to 10 feet		\$ 26.59	\$ 40.00	*	*
Concentric up to 6" outside diameter over 10 feet		\$ 79.78	\$110.00	*	*
g) 2. Picking up tankless water heater from site storage area and deliver for installation			\$ 5.00	\$ 5.00	\$ 5.00
3. EXTRAS:					
When an employee or crew is assigned and directed by employer to do any Extras on a separate trip, the total work assigned to the employee/crew on this separate trip shall be equal to a minimum of one employee's 4 hour pay at the G2 (D) rate. Where the total work assigned on this separate trip to the employee/crew is less than one employee's 4 hour pay at the G2(D) rate, the Extra(s) will be paid plus payment for the difference between the total of the Extra(s) and one employee's 4 hour pay at the G2 (D) rate.					
a) Double Vent		\$ 42.55	\$ 45.00	*	*
b) Upgrade any venting line from 2" to 3" (per line)		\$ 26.29	\$ 27.48	*	*
c) Upgrade any vent line to 4" (per line)		\$ 49.30	\$ 51.54	*	*

3. EXTRAS (continued...)	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
d) 1 inch gas ready (includes two tees in furnace room)	\$ 13.15	\$ 13.75	*	*
e) i: fireplace Gasline including Connection (final hook up included)	\$ 51.49	\$ 60.00	*	*
ii: not including final hook up	\$ 38.34	\$ 40.00	*	*
iii: fireplace final hook up - separate trip	\$ 21.91	\$ 23.00	*	*
f) Extra Appliances (Rough-in only)				
Stove	\$ 55.00	\$ 60.00	*	*
Dryer	\$ 55.00	\$ 60.00	*	*
BBQ	\$ 55.00	\$ 65.00	*	*
Above appliance final hook up - at same time	\$ 13.15	\$ 15.00	*	*
(excluding HWT) - separate trip	\$ 32.87	\$ 40.00	*	*
g) If increased from 1/2 inch copper to 5/8" copper for each appliance or fireplace (as instructed by Employer)	\$ 8.76	\$ 9.16	*	*
h) 2nd floor Appliance or Fireplace Rough-in	\$ 36.15	\$ 40.00	*	*
3rd floor Appliance or Fireplace Rough-in	\$ 62.45	\$ 65.00	*	*
4th floor Appliance or Fireplace Rough-in	\$ 76.69	\$ 80.00	*	*
2nd floor Appliance or Fireplace Hook up	\$ 51.49	\$ 53.83	*	*

3. EXTRAS (continued...)	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
3rd floor Appliance or Fireplace Hook up	\$ 51.49	\$ 53.83	*	*
4th floor Appliance or Fireplace Hook up (fireplace gasline including connection -- final hook up included)	\$ 51.49	\$ 53.83	*	*
i) Break into line/adding a tee in furnace room	\$ 8.76	\$ 9.16	*	*
j) i. Gas piping through garage of single home	\$ 43.82	\$ 45.81	*	*
ii. Gas piping through garage multiple homes-pays (i) above-plus rate per each additional home, includes all drilling	\$ 21.27	\$ 22.24	*	*
iii. Gas piping through multiple homes pays per gas line, per house on the same level. Includes all drilling and fire caulking.		\$ 25.00	*	*
k) Finished basement (already framed)	\$ 21.91	\$ 25.00	*	*
l) Metal frame houses	\$ 13.15	\$ 13.75	*	*
m) Rate for 10 ft ceiling or higher in basement	\$ 27.39	\$ 28.63	*	*
n) Re-do Gas Pipe to larger size within first length (10.5 feet) in the house to include 1 tee, but no appliance	\$ 65.74	\$ 68.72	*	*
o) Same as 'n' above and also to include rough-in of one appliance	\$ 90.93	\$ 95.06	*	*
p) Re-do Gas Pipe to larger size to furnace room and install one tee no appliance	\$105.18	\$109.96	*	*

3. EXTRAS (continued...)	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
q) Re-do Gas Pipe to larger size to furnace room and install one appliance rough-in	\$131.47	\$137.44	*	*
r) All piping on outside of house in excess of 5 ft (for each House)	\$ 37.25	\$ 38.94	*	*
s) Rough-in Pool Heaters - running gas pipe in basement, up to 1" pipe to outside house and capped	\$ 76.69	\$ 80.17	*	*
t) i. Venting under a deck including insulation price per vent	\$ 19.72	\$ 20.62	*	*
ii. Venting through a garage including insulation if required. If Furnace and/or HWT is located in Basement (excluding slab on grade houses)	\$ 38.34	\$ 40.08	*	*
u) Drill vent or Gas line holes through brick or concrete for slab on grade construction and walkouts if over 6 ft above grade. (single vent furnace and HWT) price per house	\$ 15.34	\$ 18.00	*	*
v) Same as 'u' above except Double Furnace and Single HWT	\$ 23.00	\$ 24.04	*	*
w) Gas Piping or Venting in crawl space 4 feet and under (not including landings)	\$ 16.43	\$ 17.18	*	*
x) Gas Piping or Venting through cold cellar (includes drilling of 2 holes per line)	\$ 15.34	\$ 16.04	*	*
y) Connection from gas meter to temporary construction heater (Hose Supplied) with turn-on/start up (not including furnace)	\$ 21.91	\$ 22.90	*	*
z) 1¼ inch pipe in standard production house	\$ 31.91	\$ 33.36	*	*

3. EXTRAS (continued...)	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
aa) Going back to connect gas meter if installed by others		\$ 10.00	\$ 10.00	\$ 10.00
Picking up gas meter(s) and or assembly (per house)		\$ 5.00	\$ 15.00	\$ 20.00
Sleeving for gas pipe (per house)		\$ 10.00	\$ 10.00	\$ 10.00
Sleeve with gas pipe (per house)		\$ 20.00	\$ 20.00	\$ 20.00
4. ITEMS TO BE DONE BY THE HOUR:				
P.O. work				
Gas Piping to Pool Heater (outside of house only)				
5. TRAVEL: (see No. 7 General)				
6. BENEFITS:				
a) Payments to the Sheet Metal Workers' Local Union No. 285 Employee Benefit Trust, shall be submitted by the contractors, on behalf of those Employees in the incentive program and covered by the Addendum, in addition to the rates listed above, as follows:				
Benefits	MAY 1/12	MAY 1/13	MAY 1/14	MAY 1/15
Health & Welfare	\$2.35	\$2.44		
Pension	\$5.53	\$5.87		
Training Fund	\$0.35	\$0.35		
Industry Fund	\$0.20	\$0.80		
Check-off	\$1.52	\$1.43		
TOTAL	\$9.95	\$10.89		

6. BENEFITS (continued...)

- b) For the purpose of Article 26 of the Collective Agreement, the number of Hours for which contributions are remitted to the Sheet Metal Workers' Local Union No. 285 Employee Benefit Trusts on behalf of all Gas Fitters and gas helpers on the incentive program shall be calculated as follows:

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

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 Gas Fitters and Gas Helper working on the incentive program shall be considered employees of the Employer and shall be paid by the Employer for all work done on the incentive program. The number of hours for which contributions will be remitted, shall be recorded by the Employer on the pay stub, for each Gas Fitter and Gas Helper on the incentive program.

For G1, G2, and GP working under these Addendum rates, for rate per hour to be used as per Article 13 of the Collective Agreement Classification (D) G2 to be used.

For G3 and Helpers appropriate rate as per Article 13 Classification and Experience of hours to be used.

- 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.

<p>7. GENERAL:</p>	<p>a) All Employees working on the Incentive program and covered by this Addendum shall have the following supplied and paid for by the Employer: A company vehicle with complete tools as per Article 24 Section 24.3 of the Collective Agreement as well as gas and repairs for all tools and vehicle. Employee will not be allowed to take home company vehicle.</p>
<p>b) All gas fitters working on the incentive program shall insure that all installations comply with the "Ontario Natural Gas and Propane Utilization code CAW/SCA.B149.1-00" and the "Manufacturers Installation Instruction". Any rejected work because of non-compliance of the above codes or installation manual will be rectified by the installing gas fitter.</p>	<p>c) If Employees are required to provide any of the following items then these rates will prevail, including after hours use of the company vehicle. The Category that the Employee will be working under as agreed to by Employer and Employee must be agreed upon before commencing work with notification sent to the Union Office.</p>
<p style="text-align: center;">Effective May 1st, 2013 CATEGORY</p> <ol style="list-style-type: none"> 1. Providing gas for company vehicle then an additional 5.5% will be added to fitters or crew leaders bill. 2. Providing gas for company vehicle and tools as listed under section 24.3 (B) of the Collective Agreement, then an additional 8.5% will be added to the fitters or crew leaders bill. 3. Providing gas for company vehicle and tools as listed under section 24.3(B) of the Collective Agreement and minor repairs and maintenance to vehicle then an additional 10.5% will be added to fitters or crew leaders bill. 4. Providing gas for company vehicle and minor repairs and maintenance to vehicle then an additional 8.5% will be added to fitters or crew leaders bill. 	

7. GENERAL (continued...)

5. Providing their own vehicle, gas and tools as well as repairs to all equipment and vehicle then an additional 25.5% will be added to fitters or crew leaders bill.

The following percentage rates will be added to all percentage rates listed in 1-5 above.

Totalling 1.5% increase by May 1st,2015

MAY 1/14 plus .5%	MAY 1/15 plus .5%
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- for minor repairs and maintenance to vehicle see list attached

Employees are responsible for all vehicle maintenance that is not covered under the new vehicle warranty. This applies to any vehicle that the Employer supplies regardless of age. The Employer must approve the mechanic that will service the vehicle. All service or repair bills to be submitted to Employer as proof of service.

d) Any stack housing done piecework the price is to be determined by, Employer, Worker and Union.

e) CUSTOM HOUSES: The following to have an additional 30% added to total bill of house.

1. Is any house that has a main gas line larger than 1 1/4"

2. A house with 2 or more furnaces

3. A single contract House. (a one off House)

f) No Decrease (Article 17) of the collective Agreement. 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.

*** Indicates percentage increases to be added as per the agreed dates**

INFORMATION SHEET*

COMPANY NAME: _____

Installer: _____ Date: _____
 Builder: _____ Site: _____ Lot #: _____

Must be completed for each lot and provided to Employer.

Furnace Make + Model: _____ Serial No. _____

Exhaust vent total length incl. fittings: _____ Vent type + size: _____

Intake vent total length incl. fittings: _____ Vent type + size: _____

HWT Make or wall hung boiler + Model: _____ Serial No. _____

Exhaust vent total length incl. fittings: _____ Vent type + size: _____

Intake vent total length incl. fittings: _____ Vent type + size: _____

	Size and type of Gasline	Total Length
Main Line to Mechanical Room	_____	_____
Longest Run	_____	_____
Furnace Drop Size	_____	_____
HWT/Wall hung boiler - Drop Size	_____	_____

Sample Standard Checklist (to be completed by installer):

YES	NO	N/A		If answer is no, give reason:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas meter connected	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas meter painted	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas meter hole caulked	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace termination completed as per manufacturer specification	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was a neutralizer installed	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gaslines pressure tested	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace termination caulked	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HWT termination completed as per manufacturer specification	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HWT termination caulked	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HWT is installed level	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does HWT have clearance from combustibles	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appliance termination are a min. of 12" above grade.	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appliance vents are supported as per manufacturer.	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was the manual reviewed	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were images taken	_____

IMAGES TAKEN:
 HWT connection - gas and vent
 Furnace connection - gas and vent
 Pressure test tag
 Meter connection
 Vent termination
 Appliance extras
 Drains

Check:

*May be amended from time to time as the Joint Conference Board may determine.

LETTER OF UNDERSTANDING NO.1

Between:

**RESIDENTIAL GAS FITTING CONTRACTORS
ASSOCIATION OF ONTARIO
(the "Association")**

- AND -

**SHEET METAL WORKERS' INTERNATIONAL AS-
SOCIATION LOCAL UNION NO. 285
(the "Union")**


RE: NO INFERIOR AGREEMENTS

The parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a collective agreement and/or any agreement with the Union, then the Union agrees that the specific and individual terms and conditions of that collective agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the collective agreement and any agreement with the Association.


The parties agree that this Letter of Understanding forms part of this Collective Agreement and may be enforced as such.

Signed at Toronto, Ontario this 20th Day of April 2007.


On Behalf of the Association On behalf of the Union




TERRY LOUGHEED
Print name



B. VAUDECOMP
Print name



J. PERRIN
Print name



BOB GOUBEAU
Print name

LETTER OF UNDERSTANDING NO.2

Parties agree that this Letter of Understanding forms part of the Collective Agreement.

Between:

**RESIDENTIAL GAS FITTING CONTRACTORS
ASSOCIATION OF ONTARIO
(the "Association")**

- AND -

**SHEET METAL WORKERS' INTERNATIONAL AS-
SOCIATION LOCAL UNION NO. 285
(the "Union")**

WHEREAS the Association and the Union have entered into a Collective Agreement which is effective May 1, 2007 through April 30, 2010.

NOW THEREFORE the parties agree as follows:

The parties will review industry practice, procedures and/or policy as it applies to:

1. The installation of fireplaces and boilers,
2. Venting through the roof in bungalows, two and three storey homes,
3. Hooking up gas meter in meter box (flex pipe),
4. Industry safety training as may be required under the OH&SA,
5. Application of industry standards as may apply under TSSA.


In addition to the above, the parties concur to review any other issue(s) as may arise as a result of the implementation of terms and conditions of the Collective Agreement.


The parties to determine and establish such committees as required from time to time.


Signed at Toronto, Ontario this 20th Day of April 2007.


On Behalf of the Association

On behalf of the Union


JERRY LOTHIAN
Print name


Bob Gourdon
Print name


B. VAUBERT
Print name


Bob Gourdon
Print name

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.

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