

COLLECTIVE AGREEMENT
BETWEEN
SAINT JOHN CONSTRUCTION ASSOCIATION, INC.
AND
THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
LOCAL NO. 437
2021 - 2026

Defintions of Work Covered by this Collective Agreement

Industrial Work - All work as described in Article 3.01 herein which is required in or performed as part of construction and erection of all heavy industrial developments including but not limited to : oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro water plants, heavy water plants, paper mills, pulp and sulphide mills, oil terminal complexes, LNG terminals, mining complexes, nuclear fuel manufacturing plants, industrial pollution control plants, industrial effluent plants, new saw mills and waste oil refinery recycling plants.

Prior to work commencing at new or existing industries not listed above, the parties to this agreement, through the Labour Management Committee, shall meet and agree to the terms under which the work will be carried out.

Commercial Work - All work as described in Article 3.01 herein which is not covered by under the definition of industrial work including but not limited to installation, service and repair in : apartment houses, churches, schools, hospitals, institutional buildings, commercial buildings, existing saw mills, factories, light industries, stores, shopping centres and buildings which would normally be occupied for domestic, commercial and institutional purposes. **Commercial rates applies to fabrication and shop facilities of signatory employers.**

SHEET METAL WORKERS #437

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ARTICLE 1 - PURPOSE

The general purpose of the Agreement is to establish mutually satisfactory relations between the Employers and their Employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Sheet Metal Workers International Association Local #437 as the sole Collective Bargaining Agent for all Welders, Sheet Metal Workers and their Apprentices employed by the Employer within the Counties of Saint John, Kings, Queens and Charlotte.

2.02 The Union and all its members recognizes the Saint John Construction Association Incorporated as the sole Collective Bargaining Agent for all Member Contractors and/or any other Contractor or Contractors who require the services of Union Members, within the Counties of Saint John, Kings, Queens and Charlotte and Local #437 S.M.W.I.A. agrees that it will not sign any agreement with any contractor who does not become and remain a member of the Saint John Construction Association Incorporated.

2.03 The Employers agree to become signatory to any Agreement that Local #437 has or acquires through certification during the life of this Agreement in the Province of New Brunswick.

ARTICLE 3 - SCOPE

3.01 The Scope of the Trade shall be the following: Fabrication, assembling, handling, erection, installation, dismantling, reconditioning, adjustment, alteration, repairing and servicing of all ferrous and non-ferrous metal work and all other materials used in lieu thereof, namely: Fibreglass, transite and P.V.C. and shall include but not be limited to all airveyer systems and air-handling and air pollution control systems using the above materials including the setting of all equipment and all reinforcements in connection herewith.

3.02 Definitions Pertaining to the Above Articles are as follows:

(1) Fabrication means the making of sheet metal, fibreglass, P.V.C. or transite ductwork fittings, castings, hoods, etc..

(2) Assembling means the assembly of items in (1) above.

(3) Handling means the handling of sheet metal, fibreglass, P.V.C. or transite from the shop storage racks on through to the final installation on the job site; but does not mean the loading or unloading of metal fibreglass, P.V.C. or transite from trucks, trailers, railway cars, etc..

(4) Erection means erection of sheet metal, fibreglass, P.V.C. or transite products, fans, equipment, etc.

(5) Installations mean installation of sheet metal, fibreglass, P.V.C. or transite products, fans, equipment, etc..

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(6) Dismantling means dismantling of sheet metal, fibreglass, P.V.C. or transite products, fans, equipment, etc.

(7) Reconditioning means recondition of sheet metal, fibreglass, P.V.C. or transite products, fans, equipment etc..

(8) Adjustment means adjusting dampers, fans, equipment, etc., but does not mean the balancing of any system by supervising personnel or on site balancing contractor.

(9) Alterations mean the alteration of sheet metal, fibreglass, P.V.C. or transite products, fans, equipment, etc..

(10) Repairing and servicing means the repair and service of sheet metal, fibreglass, P.V.C. or transite products, fans, equipment, etc..

3.03 None but Journeyman sheet metal workers and apprentices shall be employed on said work by the Employers except for Employers and for loading and unloading by the Company truck driver or roofing personnel.

3.04 It is agreed that foremen are not restricted from working with the tools.

3.05 Definitions

(a) Employer means any person (including partnership or corporation) who does any Sheet Metal work and who is signatory to this Agreement.

(b) Local Union #437 means Sheet Metal Workers International Association including Local #437 having jurisdiction inside the geographical area in which the work is being performed in the Counties of Saint John, Kings, Queen and Charlotte.

(c) Employee means the person employed by the Employer in a position covered by this Agreement.

(d) Lead Hand means a certified Sheet Metal Worker of Local #437 employed at supervising other employees as well as working with the tools of the trade.

(e) Foreman means a certified Sheet Metal Worker or Local #437 who has the ability to accept responsibility, to take charge of the Employees engaged in the actual installation of any Sheet metal Work or in laying out of such work and has been appointed Foreman by his Employer.

(f) Journeyman means an Employee who has successfully completed his Sheet Metal Apprenticeship and has been granted a certificate by the Provincial Department of Labour in accordance with the Industrial Training and Certification Act.

(g) Apprentice means an Employee indentured in the Sheet Metal Trade as specified by the Industrial Training and Certification Act.

(h) Business Agent means the official duly appointed by Local Union #437 whose duties are to represent the Union in matters relating to this Agreement.

(i) Steward means an Employee duly appointed under Article 12.01 of the Agreement and authorized by it to represent all the Employees working on a job or at shop which falls within the scope of this Agreement and to speak for them on matters pertaining to this Agreement.

(j) Sheeter means an Employee that has worked at siding or decking for a period of four years or more or is a Certified Journeyman Sheet Metal Worker.

(k) Sheeter Apprentice means an Employee that has worked at siding or decking for less than four years and shall be paid at the apprentice rate of pay.

ARTICLE 4 - WAGE AND TERM

4.01 The minimum wage rate for journeymen Sheet Metal Workers shall be:

<u>Commercial and Shop</u>		<u>Industrial</u>	
Effective Apr 12, 2021	\$ 30.03	Effective Apr 12, 2021	\$ 34.15
Effective Jan 31, 2022	\$ 30.62	Effective Jan 31, 2022	\$ 34.74
Effective Jan 30, 2023	\$ 31.21	Effective Jan 30, 2023	\$ 35.33
Effective Jan 29, 2024	\$ 31.98	Effective Jan 29, 2024	\$ 36.10
Effective Feb 3, 2025	\$ 32.89	Effective Feb 3, 2025	\$ 37.01

4.02 FOREMEN

Any and all Journeymen Sheet Metal Workers placed in charge of work where there are six or more journeymen or Apprentices and held responsible for them shall receive Four Dollars and Fifty Cents (\$4.50) per hour above the Journeymen's rate. Any Employee receiving a higher rate of pay than specified in this Agreement will not suffer any loss of pay due to the signing of this Agreement.

4.03 APPRENTICES

The following percentages shall be based on the Journeyman's rate starting and:

First Hired -----55%

After nine hundred hours worked -----60%

First year of school successfully completed and 1800 hours worked--65%

Second Year of school successfully completed and 3600 hours worked-----75%

Third year of school successfully completed and 5400 hours worked----85%

Fourth year of school successfully completed and 7200 hours worked----90%

Certificate of Qualification successfully completed ----- 100 %

Where an apprentice is hired who has completed a recognized pre-employment course and has been granted credit for the first year of school successfully completed, such apprentice will be hired at 60% of the journeyman Sheet Metal Worker rate and will progress to 65% with an additional 900 hours worked.

When a new apprentice has worked 900 hours at the trade, the employer of the apprentice must decide whether to indenture the apprentice. If the employer decides not to indenture the apprentice, the apprentice shall be removed from the out-of-work list.

4.04 Any apprentice receiving a higher rate of pay than specified in the Agreement will not suffer any loss of pay due to the signing of this Agreement. People not attending apprenticeship training shall not be eligible for their period increase.

4.05 Apprentices attending Trade School must pass their period examination to be eligible for their period increase and Employees to be notified by the Department of Labour of the results of such examination.

All Apprentices will carry progress records signed by the Department of Labour that they have passed each period examination and have worked the required hours.

4.06 All Apprentices shall give their progress book to the Employer when hired. It will be made available to the Apprentice at any time upon his request. The Employer shall give the progress book to the Apprentice when his employment is terminated.

4.07 Lead Hands

Lead Hands shall be appointed by the Employers on working involving three (3) to five (5) men where there is no foreman, and having a duration of Four (4) full days or more on any one particular job, and will be paid Three Dollars and Fifty Cents (\$ 3.50) per hour above the regular hourly rate on the particular job involved for taking the responsibility of the work. This clause does not include work performed in the shop.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 The working hours throughout the area of this Agreement shall be Forty (40) hours per week Monday to Friday inclusive.

The regular work day shall be from 8:00 A.M. to 4:30 P.M., with one-half hour off for lunch from 12:00 Noon to 12:30 P.M..

5.02 All work done in excess of these hours shall be paid at the rate of double time. Double time rates shall also apply Saturdays, Sundays and all legal Holidays.

5.03 Industrial - Where special circumstances make it necessary to work other than the regular hours (exclusive of overtime and holidays) and in the case of two or more shifts being employed, for the second shift, the rate shall be Sixteen percent (16%) above the regular journeyman's rate for Eight (8) hours worked. The third shift, if employed, shall be paid at the rate of Twenty- Five percent (25%) above the regular Journeyman's rate for Eight (8) hours worked.

Commercial - Where special circumstances make it necessary to work other than the regular hours (exclusive of overtime and holidays) or in the case of two or more shifts being employed, the rate shall be Sixteen percent (16%) above the regular journeyman's rate for Eight (8) hours worked.

5.04 For the purpose of this Agreement the starting point at starting time shall be the shelter provided for tools and equipment. All tradesmen and other Employees shall be allowed adequate time to pick up and store tools at quitting time.

5.05 All overtime shall be on a voluntary basis and shall be distributed equally among Employees wishing said overtime.

5.06 Employees required to work more than two (2) hour overtime beyond their regular shift or in the case of shift work shall be given a hot meal at no cost to the employee. The hot meal to be supplied not later than Ten (10) minutes beyond the One (1) hour. Sufficient time not to exceed Twenty (20) minutes shall be granted to the Employees to consume said meal with no loss of pay.

Where any additional overtime shift consists of not less than Six (6) hours, a hot meal shall be supplied every four (4) hours at no cost to the Employee.

In lieu of a hot meal, the Employee shall be given one (1) hour pay at straight time.

5.07 Suitable lunch room will be supplied on Sheet Metal jobs over \$200,000.00. On Sheet Metal jobs between \$100,000.00 and \$200,000.00 lunch rooms will be provided where conditions warrant. In the event of a dispute, the matter to be resolved by the Business Agent and Saint John Construction Association.

ARTICLE 6 - HOLIDAYS AND VACATION PAY

6.01 Legal Holidays shall be as follows:

New Year's Day
Queen's Birthday

Good Friday
Dominion Day

Remembrance Day

Boxing Day

Family Day

Labour Day

Thanksgiving Day

Christmas Day

New Brunswick Day

If any of these days fall on a Saturday or Sunday, the following Monday shall be the Holiday. No member shall be required or permitted to work on Labour Day or Christmas Day. 6.01(A) Vacation Pay shall be as follows:

Vacation Pay shall be paid in accordance with the New Brunswick Vacation Pay Act payable as follows: Commencing on the signing date of this Collective Agreement, ten percent (10%) of gross hourly earnings. The Vacation Pay is to be paid weekly and shown on the Employee's weekly pay stub.

6.01(B) The Employee will be granted two (2) weeks vacation per year. The Employee has the option of a third week with the Employer's consent. The vacation period and the time shall be arranged between the Employer and the Employee concerned.

6.01C The following days shall be classed as paid Holidays-Labour Day and New Brunswick Day - provided the Employee has worked the previous working day and the working day following Labour Day and New Brunswick Day. If an employee is required to work on a paid holiday, he shall receive double time rates, plus the paid holiday.

ARTICLE 7 - WEEKLY

7.01 Payment of wages by cheque, direct deposit or cash at the option of the Employer shall be made once a week during working hours not later than Thursday at 2:30 in the afternoon.

7.02 An earnings statement shall accompany each payment of wages giving the name of the Employer, the name of the Employee, the date of the payment and the work period corresponding to the payment. The statement shall show particulars of the number of hours worked at the regular, overtime premium and other rates such as the gross amount of wages, the amount of Vacation Pay, the amount of Employee's share of the Health and Welfare Plan, the amount of deduction for the Pension Plan.

Also to be shown on the Statement, are the amount of deductions for Union Dues and the amount of Room, Board and Travel Allowances. The Statement shall also show the net pay amount of said Employee.

7.03 It is agreed that where employees covered by this agreement and employed in out-of-town work will have their cheques sent by mail or bus no later than Thursday. Due to the nature of our mail service, the failure of the cheques arriving on Thursday will not be a violation of this clause provided they are postmarked by Tuesday.

7.04 Employees leaving the Employer's service will be paid on the regular pay day for the period during which the Employees leave.

7.05 Where employment is terminated by the Employer, the Employee shall be given 4 hours notice, at the end of which time he shall be paid in full, and given his U.I.C. slip. Laid off Employees shall have his Unemployment Insurance Slip and wages in full forwith, within the 20-mile radius of the Employer's head office. Any Employee outside this radius shall have his Unemployment Insurance Slip and Wages in full sent by registered or certified mail by the

Employer within twenty- four (24) hours (one working day) failing this, the Employee shall be paid waiting time (in excess of 24 hour period) at the current rate of wages applicable to regular working hours.

When an employee is discharged for just cause or quits his employ on his own accord, he shall receive his wages and all other monies owing him, together with his record of employment on the next regular pay following his termination.

7.06 If cheques fail to arrive by Thursday, then sufficient time or suitable arrangement must be provided to cash same by Employee or Employer on Employer's time. 7.07 It is agreed that Employees being absent on Friday without just cause may be disciplined.

ARTICLE 8 - TRANSPORTATION, ROOM AND BOARD

8.01 An eight (8) kilometer radius of the Saint John City Hall shall be a Free Zone.

8.02 For each day worked mileage will be paid at the rate of Forty-seven Cents (.47) per road kilometer (Jan 31, 2022 Forty-eight cents (\$ 0.48); Jan 29, 2024 Fifty Cents (\$ 0.50)) beyond the free zone radius to a maximum of one hundred and sixty (160) road

kilometers total return trip mileage measured from free zone radius. After Eighty-One (81) road kilometers beyond the free zone radius the Employee shall be paid One Hundred and Ten Dollars (\$ 110.00) board allowance per day worked (Jan 31, 2022 One Hundred and Fifteen Dollars(\$ 115.00); Jan 29, 2024 One Hundred and Twenty Dollars(\$120.00)) in lieu of mileage. The employee must provide proof of maintaining a secondary residence to the employer in order to be eligible for tax free board allowance.

8.03 Board allowance as per Clause 8.02 will be paid on days not worked, due to inclement weather to those Employees who qualify and are living away from their permanent residence. Board allowance will also be paid on Legal Holidays that fall on a Tuesday, Wednesday or Thursday for those employees who are living away from the permanent residence.

8.04 In the event of work extending for a prolonged period, transportation (but not travelling time) to and from the job is to be provided on the following basis: jobs over 160 Kilometers, once every month.

8.05 Where men are transported to and from work sites outside the free zone by Employer's vehicles, the Forty-seven cents (\$.47) does not apply. They shall be at the pick-up point fifteen minutes (15) before the start of the shift and shall be returned to the same point or to other arranged points not later than fifteen (15) minutes after the end of the shift.

Failing provisions of such transportation, other transportation will be arranged. All Employees shall be paid travelling time at the straight time hourly rate from the pick-up point on all jobs within Eighty- One (81) road kilometers beyond the free zone. The first Fifteen (15) minutes to the Jobsite and the first fifteen (15) minutes from the Jobsite shall be free of charge.

8.06 Where Employees are requested to use their own vehicle and are moved from one job site to another during the same day the Employee shall be paid mileage for the second or consecutive move.

8.07 When an employer requests an individual to go to work at a jobsite that is outside the counties of Saint John, Kings, Queens and Charlotte, Board Allowance shall be paid as per Article 8.02. If the Union supplies men to a jobsite who are not requested by the Employer, Travel and Board does not apply.

8.08 When an Employer requests an individual who's permanent residence is outside the counties of Saint John, Kings, Queens and Charlotte and is brought into these Counties to work at the employer's request, the Employer will pay board as per Article 8.02. If the Union supplies men to a jobsite who are not requested by the employer, travel and board does not apply.

ARTICLE 9 - WORK AFTER WORKING HOURS

9.01 (A) No Employee shall be permitted to work at the Sheet Metal Trade after his regular working hours for another employer and/or for monetary gain.

9.01 (B) The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of the Employees.

ARTICLE 10 - JURISDICTIONAL DISPUTES

10.01 In the event that a jurisdictional dispute arises as to the assignment of any work on the project the Employer will make an assignment of such work. Should any Union or Unions, parties to this Agreement disagree with the work assignment then the parties hereto agree to settle such jurisdictional disputes in accordance with the procedure as outline in 10.02.

10.02 In the event that any Jurisdictional dispute shall arise between two or more unions, immediate assignment of the work in question shall be made by the Employer Representative base on his opinion of Local area practice. In formulating this opinion, the Employer must take into consideration, past decisions of record and agreements between the Sheet Metal Workers' International Association and other International or National Unions.

In the event such Jurisdictional Disputes cannot be settled on a local basis by the unions involved, such disputes shall be submitted to the International Unions involved for a settlement without permitting it to interfere in any way with the progress of the work at any time.

If the International Unions are unable to resolve the Jurisdictional Dispute, within thirty days of being submitted to them, then the matter shall be referred to the Industrial Relations Board of New Brunswick for a decision.

ARTICLE 11 - BUSINESS AGENT AND SHOP STEWARDS

11.01 The Business Agent of the Union shall have access to all jobs and shops during regular working hours and overtime but in no case shall his visits interfere with the progress of the work. He may discuss with the job steward matters in dispute on that particular job. When visiting a job, he will advise the superintendent or other authorized personnel of the Employer.

No discrimination shall be shown against any shop steward for carrying out his duties. It is agreed that a shop steward may be appointed on all jobs of the Employer by a representative of the Union, who shall notify the foreman and the Employer's office at once before he can be recognized. The shop steward on each job will be responsible for reporting any dispute immediately to the Employer an Union representatives so that they can be taken up in the proper manner without delay.

11.02 It is agreed that one man from each Company will be appointed by the Union as Chief Shop Steward who will receive ten cents (.10) per hour over his regular hourly rate for his classification as per this Agreement. This premium to apply only to those employee that have successfully completed the shop steward's course which will be conducted by the Union.

11.03 The Union has the right to elect or otherwise select job and/or shop steward and the Employer shall be advised their names in writing before he is recognized by the Employer but it is understood that a Steward has the responsibility of performing his work as any other employee. However, job and/or shop stewards will not be discriminated against for expressing the views of the Employees they represent and any steward involved in a lay-off or dismissal situation shall have two (2) full working days and the opportunity of a review of the reasons for his layoff or dismissal in a joint meeting between himself, his business agent, his Employer and the job or shop superintendent. The job steward shall be the second to the last journeyman laid off on the job. If this clause is abused by a steward and does not perform his work in like manner to any other Employee, the Employer shall notify the business agent of the Union who shall replace the steward with another appointed. If the steward, or the Employer is not satisfied with the results of such meeting, the matter may be referred immediately to a Board of Arbitration without further reference to the grievance procedure outlined in this Agreement.

This clause does not apply for the Employer's shops.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

12.01 Any grievance arising out of the interpretation or administration of this agreement shall be settled in accordance with this Article.

12.02 An Employee shall first present his grievance verbally to the Foreman under whose direction he is, or in the case of a dismissal, was working. If he so desires, the Employee may be accompanied by his Shop Steward. The Foreman shall have his answer not later than 8:00 A.M. on the day following presentation of the grievance to him. If the decisions of the foreman is unacceptable the grievance shall be submitted in writing, but not later than two (2) days, to the Superintendent of the Employer concerned, or senior official of such Employer on the project, who shall render his decision not later than 8:00 A.M. on the day following presentation of the grievance to him.

12.03 (A) The Union shall be entitled to submit a grievance in writing directly to the Employer concerned who shall render his decision not later than 8:00 A.M. on the day following presentation of the grievance to him.

(B) The Employer, or his representatives shall be entitled to submit a grievance in writing directly to the Business Agent concerned who shall render his decision not later than 8:00 A.M. on the day following presentation to him.

12.04 Failing settlement of an Employee grievance at stage 12.03 or a Union or Employer grievance at stage 12.03B, the grievance shall be subject to arbitration in accordance with the following rules:

A) The following persons have been agreed upon as arbitrators and have agreed to serve as arbitrators under the terms of this Agreement.

1. George Filliter
2. Robert Breen
3. Douglas Stanley
4. Donald MacLean

B) Within three (3) days of the receipt of the decision under 3 or 3B as the case may be, the party initiating the grievance shall file the grievance under the arbitrator first named above, and if that arbitrator is not available or unable to serve for any reason, the grievance shall be filed with the arbitrator second named above.

The arbitrator shall hold a hearing within Fourteen (14) days after the grievance is submitted to him and shall render his decision to the parties within Seventy-Two (72) hours after the completion of the hearing.

12.05 The arbitrator shall have the jurisdiction and authority to:

(a) Alter any discipline imposed by an Employer including altering a discharge to a suspension.

(b) Make such award, or other direction as the arbitrator considers just and necessary, but may not alter or amend any wages, or terms or conditions of this Agreement.

(c) Award compensation, including damages.

12.06 The cost of each arbitration case shall be borne equally by the parties hereto.

ARTICLE 13 - WORK STOPPAGE

13.01 There shall be no strikes or stoppages of work by the Union and no lockout declared by the Employers during the life of this Agreement. If any work stoppages or lockouts occur as a result of an illegal strike, then this Agreement becomes immediately thereby null and void.

13.02 NO Union members shall be required to cross any legal picket lines.

ARTICLE 14 - TOOLS AND EQUIPMENT

14.01 Tools and equipment supplied by the employer shall be the Employee's responsibility. Company tools, materials and equipment can be unloaded or moved away by the Employer during any strike or work stoppage and the necessary arrangements in the opinion of the Employer made for the protection thereof.

14.02 Minimum set of tools required by Journeymen:

Tool Box Journeymen

2 pair Snips 18" and Bull Dog

2 Tinnars Hammers

2 Pair Metal Masters

1 Measuring Tape 10'

3 Assorted Screw Drivers (Robertson and slotted)

1 Set Flat Wrenches

1 Crescent Wrench 12"

1 Cold Chisel 12"

1 Hacksaw

2 Drift Pins

1 Centre Punch

1 Chalk Line

1 Plumb Bob

2 Set Allen Wrenches

- 1 3' Rule, Steel folding
- 1 Pair Folding Pliers
- 1 Pair Vice Grips
- 2 Pair Dividers
- 2 Square, Try - 2'
- 1 Scratch Awl & Scriber
- 1 Pair Trammel Points

14.03 Approved Kit - Apprenticeship

First Year (after three months)

- 1 Thinners Hammer
- 2 Pair metal Masters
- 1 Measuring Tape, 10'
- 3 Assorted Screw Drivers (Robertson and slotted)
- 1 Scratch Awl and Scriber
- 1 Pair Snips

Second Year

- 1 Hacksaw
- 1 Pair Vise Grips
- 1 Pair Folding Pliers
- 1 Crescent Wrench 12"
- 1 Pair Snips 18"

Third Year

- 1 Pair Trammel Points
- 2 Squares Set, and 2'
- 2 Pair Dividers
- 1 Rule, 3' or folding
- 1 Centre Punch
- 1 Plumb Bob and Line
- 2 Drift Pins
- 1 Cold Chisel, 12"

Forth Year

- 1 Tinnners Hammer
- 1 Set Allen Wrenches
- 1 Set Flat Wrenches
- 1 Chalk Line

It shall be the responsibility of the Employer in conjunction with the Shop Steward to check the Sheet Metal Workers' tools to be sure they have and maintain the required tools as per the basic tool list. After notification by the shop steward and the Employer, the Employee shall have

a maximum of seven (7) days in which to replace those tools on the above list. This shall be a condition of employment.

ARTICLE 15 - RATIO OF EMPLOYMENT

15.01 (A) The ratio of employment on each job site shall be one apprentice for the first Journeyman and then one apprentice for every three Journeyman thereafter.

The ratio of employment in the Employers shop shall be one apprentice for every three Journeyman employed.

(B) For Residential Work, metal shelving, lockers, toilet partitions and kitchen equipment only, it is also further agreed to a ratio of not more than one (1) Journeyman to one (1) Apprentice.

(C) Residential shall mean all single and multiple family dwellings up to a four (4) unit complex.

15.02 Both parties signatory to this Agreement agree to abide by the rules and regulations laid down in the apprenticeship and tradesmen's Qualification Act.

No Journeyman shall be dispatched from the Union, hired by the Employer or continue to be employed by the Employer, who has not complied with the Provincial Department of Labour Industrial Training and Certification Act, and who cannot show an Exemption or Certificate of Qualifications or who refuses to apply for the Tradesmen's qualifications Exam from the Department of Labour.

ARTICLE 16- UNION EMPLOYEES COVERED BY THIS AGREEMENT

It is mutually agreed by both parties that this Agreement covers any employment of qualified foremen, journeymen, welders and apprentices actually working with the tools of the trade. It specifically excludes superintendents and general foremen.

ARTICLE 17 - UNION SECURITY AND CHECK-OFF

17.01 A) On the request of the signatory Sheet Metal Companies. Local #437 of Sheet Metal Workers International Association will furnish Journeymen, Apprentices and Welders. All workmen so furnished will be recruited from the jurisdiction of the Local Union #437 of Sheet Metal Workers International Association as per Article 2. The Employer shall name hire his first employee from the online out of work list and the Union shall send the second employee from the online out of work list of the membership. This procedure repeats itself continually. The Employer shall contact the Union office with the name(s) so the union can issue the referral slip. If after a period of one full working day (twenty-four hours) from the time the request is made and local Union #437 cannot supply the quantity and/or the skill required, the signatory Sheet Metal Company may procure such men as are available and the Employer shall require the new Employees to register for apprenticeship training.

B) The signatory Sheet Metal Companies agree that Journeymen and Apprentices employed within categories covered by the terms of this Collective Agreement shall be required as a condition of employment and to become and remain members of the Local Union #437 Sheet Metal Workers International Association.

C) Forms authorizing the check-off of Union dues will be supplied by the Local Union #437 of the Sheet Metal Workers International Association to the Employer who in turn will have his

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Employee sign same. The Union recognizes the Employer's right to utilize the Health and Safety Acknowledgement Form (attached) upon referral of a member by the Union.

D) Any Employee who refuses or neglects to sign the appropriate forms or who revokes the authorization or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated.

E) Empowered by the authorization forms signed by each Employee, the signatory Sheet Metal Companies agree to deduct from the first pay period of each month the amount certified by the Union as dues.

F) The amount so deducted shall be remitted by the signatory Sheet Metal Companies to the Union at the address on file, during the third week of the month, together with a list of all Employees on whose behalf such deductions have been made as well as social insurance numbers for new Employees.

G) The signatory Sheet Metal Companies shall not discriminate against any Employee by reason of his membership in the Union and/or his participation in the Union activities.

H) It is agreed by both parties that if Local #437 is unable to supply Journeymen Sheet Metal Workers, Apprentices and Welders, then the signatory Sheet Metal Companies can secure such workmen as are available. All men so hired shall be cleared through the Shop Steward, as to Union membership before employment commences and shall become members of the Local Union #437 within seven (7) calendar days.

I) It is agreed by both parties that the Employer may rehire any Employee previously employed by him within a period of Forty-five (45) days from the date of the Employee's layoff for Industrial work and a period of Thirty (30) days from the date of the Employee's layoff for Commercial work . The Union shall not discriminate nor prevent their members from accepting employment with any of the signatory Sheet Metal Companies.

J) It is agreed by both parties to this Agreement that the provisions of the Union security and check-off Article 17 B, C, D, E, F & G shall apply to all Employees of the Employer, regardless to the geographic area of employment and shall become a member of Local Union #437 within seven (7) calendar days.

ARTICLE 18 - ENABLING CLAUSE

This clause enable both parties to the Agreement to negotiate changes to the Collective Agreement to allow both the union and Management to be more competitive on targeted projects.

ARTICLE 19 - SAFETY

On all projects, provisions of the New Brunswick Occupational Health and Safety Act will be adhered to.

ARTICLE 20 - HEALTH, WELFARE, PENSION AND TRAINING FUND

20.1 The Employer and the Union confirm the establishment of the New Brunswick Sheet Metal Industry Employer Employee Trust Fund (Fund) in accordance with a Trust Agreement between the Union and the Saint John Construction Association Inc. and their designated Trustees. The purpose of the Trust Fund is to provide Health and other insurance benefits the Trustees, in their sole discretion, determine (the Insured Benefits) for the Union members to the extent that the

(13)

funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and the Saint John Construction Association Inc. In accordance with the Trust Agreement.

The Trustees may, in their discretion in accordance with the Trust Agreement, (i) establish programs to permit employees of the Union and employees of an employer (including the Association) to participate in one or more of the Insured Benefits, (ii) establish self payment programs for retired members of the Union to participate in one or more of the Insured Benefits, and (iii) permit members of another Local of the Sheet Metal Workers International Association (affiliated Locals) to participate in one or more of the Insured Benefits.

Employees, including Union members, do not have any interest in the Trust Fund or in the monies contributed by them or an Employer other than a Union member's interest in his or her New Brunswick Sheet Metal Registered Savings Plan. Union members are only entitled to the Insured Benefits for which they are eligible in accordance with the plan or plans purchased by the Trustees to provide the Insured Benefits and are not entitled to a refund or payment of any amount from the trust Fund at any time or for any reason.

Non-union employees employed under Article 17 of this collective agreement are not entitled to any insured benefits or to participate in the Sheet Metal Workers Registered Retirement Savings Plan.

20.2 The Employer shall pay Seven Dollars and Seventy-six Cents (\$ 7.76) for each straight time hour worked under this collective agreement to the Trust Fund.

From the Seven Dollars and Seventy-six Cents (\$ 7.76); the Trustees shall pay:

- (a) Thirteen Cents (\$ 0.13) to the Saint John Construction Association, as a contribution to the Saint John Construction Association Industrial Relation and Education Trust Fund;
- (b) Four Dollars and Sixty-five Cents (\$ 4.65) for each hour worked under this collective agreement to the Trust Fund for the purchase of Pension Benefits. Nine Dollars and Thirty Cents (\$ 9.30) for each overtime hour worked;
- (c) Twenty-five Cents (\$ 0.25) shall be contributed to the jointly monitored Safety Training Fund for the purposes of supplying all Union members with WHMIS, Safety Orientation, Falls Protection, Confined Space, First Aid Training, Forklift Training, Manlift Training and additional safety training courses as required as recognized by the NBCSA;
- (d) and the remaining amount shall be applied to the purchase of Insured Benefits for the Union members and to cover the cost of administrating the trust (including the education of the Trustees with respect to their obligations as Trustees).

20.3 It is a condition of employment and compulsory for Sheet Metal Workers and apprentices to pay One Dollar (\$ 1.00) per hour worked from his or her hourly rate to the Trust Fund which shall be remitted to the New Brunswick Sheet Metal Registered Savings Plan established for that Sheet Metal Workers or apprentice. The Employer shall deduct the One Dollar (\$ 1.00) per hour worked from each Sheet Metal Worker's and Apprentice's hourly rate and remit in accordance

with the terms of this Article.

20.4 It is a condition of employment and compulsory that all Sheet Metal Workers and Apprentices pay Ninety-nine Cents (\$ 0.99) per hour worked from his or her hourly rate to the Trust Fund. From this Ninety-nine Cents (\$ 0.99), the Trustees shall pay:

- (i) Fourteen Cents (\$ 0.14) to the Sheet Metal Workers Training Fund;
- (ii) Seventy-five Cents (\$ 0.75) to the Union as a contribution to the Union Administration Fund;
- (iii) Ten Cents (\$ 0.10) to the Union Promotion Fund;
- (iv) the remaining amount, if any, shall be applied to the purchase of Insured Benefits for the Union members

20.5 If directed by the Union, the Trustees shall remit (net of reasonable administrative costs if considered appropriate by the Trustees) all contributions made for or on behalf a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of a collective agreement to the Trustees or administrator of a benefits plan established by the Affiliated Local of which he or she is a member.

20.6 The Employer shall remit all contributions and payments for each month by cheque or other means of payment on or before the fifteen (15th) of the following month to the Union and the New Brunswick Sheet Metal Industry Employer Employee Trust Fund c/o Belmont Financial Group, 133 Prince William Street, Suite 605, Saint John, New Brunswick, E2L 2B5.

ARTICLE 21 - DISCRIMINATION

The Employer and the Union agree there will be no discrimination, restriction or coercion exercised or practised with respect to any Employee by reason of race colour political or religious affiliation or membership in a trade Union.

ARTICLE 22 - MUTUAL CO-OPERATION

It is mutually agreed that the Officers of Local #437 and the Employers would hold regular bi-monthly meetings during the life of this Agreement to discuss problems applicable to the Sheet Metal Industry, such meeting to be held the first Thursday of each month.

ARTICLE 23 - GENERAL

23.01 A) CALL OUT AFTER REGULAR HOURS: An Employee called out after regular working hours shall be paid at the applicable hourly rate within a minimum of three (3) hours pay.

B) Report Time: Employees who report to the job site or shop without having been told in advance not to report, shall be given work or pay equivalent to two (2) hours pay at regular rates except where work is unavailable due to circumstances such as strikes or work stoppages.

C) The Employer agrees to provide insurance for fire and theft of Employees' tools to a maximum of \$500.00 less a \$10.00 deductible. The Employee must supply a list of tools to be eligible.

It is understood that this coverage applies only to tools that are stored in locked premises and

does not cover individual tools lost or stolen on the job site or shop.

D) It is agreed by both parties that employees shall have one ten (10) minute rest break each half shift as close as possible to midway point of said half shift. It is agreed that the Union or Employer, or both shall discipline Employees abusing or violating this clause. If coffee is taken then it will be drunk at place of work and one (1) man shall be designated to deliver same.

E) When an Employee covered by this Agreement is injured in the shop or on the job and is sent to a doctor or to a hospital by his Employer or Foreman, he shall be paid for the remainder of the day on which he was injured. A Medical Certificate shall be required if the Employee is unable to return to work.

F) SUB-CONTRACTORS CLAUSE

In the event that work covered by this Agreement is subject for fabrication or installation to a subsidiary company of the Employer, such work shall be done under the terms and conditions of this Agreement.


G) Bereavement Pay - Two (2) days bereavement pay shall be paid a married or co-habiting employee who has lost time from work due to the death of any member of his immediate family, which includes spouse, children, mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren. Two (2) days bereavement pay shall be paid to a single employee who has lost time from work due the death of any member of his immediate family, which includes the following: mother, father, sister or brother, grand parents or grandchildren.

ARTICLE 24 - DURATION

This Agreement is to become effective April 12, 2021 and is to continue in force until January 31, 2026, and is to continue thereafter from year to year unless notice in writing is given by either party prior to January 31st of every subsequent year.

SIGNED AT SAINT JOHN, NEW BRUNSWICK THIS 12 TH DAY OF APRIL, 2021
A.D.

SAINT JOHN CONSTRUCTION ASSOCIATION, INC.


Executive Director

Witness

NORTHERN INDUSTRIES LTD.

BAIE CHALEUR ERECTION LTD.

J.E. WILSON ROOFING CO. LTD.

EASTERN ERECTION LTD.

FUNDY VENTILATION LTD.

GENERAL SHEET METAL LTD.

STEEN MECHANICAL CONTRS. LTD.

W.J. BEAIRSTO CO. LTD.

ROBERT J. FUDGE LTD.

CONCORD ERECTION LTD.

D & F VENTILATION LTD.

ATLANTIC AIRCARE LTD.

LLOYD R. MAWHINNEY LTD.

FIRST CHOICE VENTILATION

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL NO. 437



- PRESIDENT

- FIN. SEC.



- BUSINESS MANAGER