

## COLLECTIVE AGREEMENT

This Agreement made this \_\_\_\_\_ day of March, 2012.

BETWEEN:

The Association of Commercial and Industrial Contractors of P.E.I., Sheet Metal Contractors Section, and each of its members as outlined under Appendix "D" hereof, or future members who will authorize such Association to negotiate and conclude a collective agreement on their behalf.

(hereinafter called the Association)

AND:

Sheet Metal Workers' International Association Local 437

(hereinafter called the Union)

Expires February 28, 2015

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## **ARTICLE 1 – PURPOSE**

- 1.1 The purpose of this Collective Agreement is to promote specific rules and regulations to govern employment, wage scales and working conditions of journeyman Sheet Metal Workers' and registered apprentices and other terms and conditions of employment between the Association of Commercial and Industrial Contractors of P.E.I. (hereinafter referred to as Association) and Local 437 of the Sheet Metal Workers' International Association (hereinafter referred to as Union).
- 1.2 The terms of this Agreement are hereby recognized and accepted as binding on both parties hereto and shall apply in the manner and under the conditions specified herein to the manufacture, fabrication, assembling, erecting and/or installing, repairing and servicing of all Sheet Metal and all other work in connection with or incidental thereto included in the jurisdictional claims of the Sheet Metal Workers International Association.

## **ARTICLE 2 – RECOGNITION**

- 2.1 Article of this Agreement made and entered into between the Association of Commercial and Industrial Contractors of P.E.I. hereinafter called the Association and Local 437 of the Sheet Metal Workers' International Association hereinafter called the Union.
- 2.2 The Parties agree that this Agreement is binding upon the Association of Commercial and Industrial Contractors of P.E.I. on behalf of its members who have authorized the Committee to conclude a collective agreement on their behalf with the Local Union 437 and each and every one of its members. For the purpose of this Agreement, the Association is recognized by the Union as the sole agent and authority for bargaining on behalf of its Members. The Union agrees that the Association shall solely represent each and every one of its members in respect of any dispute, grievance, question, negotiation, matter or thing pertaining to or arising out of this Agreement and that no direct bargaining, negotiation or discussion shall take place between individual Association Members and the Union, except at the direction of the Association and except as is provided in this Agreement.
- 2.3 The Union agrees that its members will work only for Association Members who are bound by and to the terms and conditions as set out in this Agreement. The Association recognizes the Union as the exclusive bargaining agent for all Employees bound by and to the terms and conditions as set out in this Agreement.

## **ARTICLE 3 – JURISDICTION OF AGREEMENT**

- 3.1 Both Parties agree that continuity of employment under the conditions peculiar to the Construction Industry require control of the Agreement on an area basis rather than a job or project basis. The Parties agree that this Agreement shall cover the Province of Prince Edward Island.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business, including the right to hire, direct and promote Employees, to discharge Employees for just and sufficient cause, and to determine the materials, sub-trades, and supplies to be used, the design of the product to be handled, the facilities and equipment required, schedule of the work and the location of the equipment. No Employer shall be restricted to the exercise of such rights, save and except as such prerogatives of management may be modified by the terms and conditions of this Agreement and past practice.

## **ARTICLE 5 – JURISDICTIONAL DISPUTES**

- 5.1 The Parties agree that jurisdictional disputes shall not interfere in any way with the orderly, expeditious and economic progress of the work. The Parties agree that every reasonable effort shall be made to immediately resolve such jurisdictional dispute to the satisfaction of all Parties concerned. Where a jurisdictional dispute occurs between or among Building and Construction Trade Unions and employers, Parties to this Agreement and cannot be settled or adjusted to the satisfaction of all parties concerned, such a dispute may be immediately processed submitted to the Labour Relations Board pursuant to Section 38 of the Labour Act of Prince Edward Island. Decisions shall be final, binding and conclusive for both the employers and unions, and the Parties to this Agreement.

## **ARTICLE 6 – UNION SECURITY & HIRING**

- 6.1 It shall be a condition of employment that all Employees of an Employer covered by this Agreement be members of the Union in good standing on the effective date of this Agreement and shall remain in good standing and those who are not

members on the effective date of Agreement shall become and remain members in good standing of the Union.

- 6.2 The Association will cooperate with the Union providing employment for their members, and the Union agrees to assist the Association by all means in their power to secure and supply skilled and competent craftsmen.
- 6.3 The Union will prepare and submit a list of union members available for work to the Association. The list will be categorized in (2) parts, namely Journeymen and Apprentices.
- 6.4 When an Employer requires workers, it shall contact the Union Business Agent and specify Journeymen, or Apprentices. The Union will name the first choice from the out-of-work lists and the Employer will name the second choice from the out-of-work lists on a continuous basis.
- 6.5 If the Union cannot supply the Employer with qualified and capable men within forty-eight (48) hours, or if the Union fails to maintain the list as described in Article 6.3, the Employer may procure such men elsewhere. Employees hired by the Employer shall have with them, at the time of hiring, a referral slip signed by the Business Agent of the Union.
- 6.6 Employers that have their head office based outside the Province of Prince Edward Island can send the first man on the job-site from outside Prince Edward Island.

The second man on the job-site must be a resident of Prince Edward Island.

The third man on the jobsite can be from outside Prince Edward Island. All other Employees must be residents of Prince Edward Island.

## **ARTICLE 7 – DUES CHECK-OFF**

- 7.1 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 the Employee sign same.
- 7.2 Any Employee who refuses or neglects to sign the appropriate forms or who revokes the authorization or who resigns their membership in the Union will be deemed to have voluntarily separated and their employment will be terminated.
- 7.3 The Employers agree that Union dues will be deducted monthly from every Employee covered by this Agreement the monthly dues; which is \$60.00. Should

the schedule of basic and/or supplementary dues be changed, the Financial Secretary of the Union shall inform the Employer in writing sixty (60) days in advance of such change. Such altered schedule shall become part of the Agreement. The total amount deducted with an itemized statement of same shall be forwarded to the Union Financial Secretary of Local 437, P.O. Box 19, 1216 Sand Cove Road, Saint John, NB E2M 5V8 during the third (3<sup>rd</sup>) week of each month together with a list of names with social insurance numbers of the Employees on whose behalf such deductions have been made.

- 7.4 It is agreed by the Parties to this Agreement that the provisions of the Union security and check-off shall apply to all Employees of the Employer who are working in Prince Edward Island under this Agreement. Regardless of the geographic area of employment, an Employee shall become a member of Local Union 437 within seven (7) calendar days of commencing employment under this Agreement.

## **ARTICLE 8 – LAY-OFF**

- 8.1 Lay-offs shall occur only at 12:00 noon and 4:30 pm (5:00 pm). It is agreed as a condition of hiring that employment can be terminated by the Employee or Employer by a minimum of **two (2) hours notice for employees residing in Prince Edward Island and eight (8) hours notice for employees who are non-residents of Prince Edward Island**. Should the Employer not provide such notice, the Employee shall be given two (2) days pay at the regular hourly rate as a severance pay. In the event of lay-off, the Employee's wages, termination slip and vacation pay shall be available in full within three (3) full working days of the time of lay-off.
- 8.2 The Employer may post by mail to the Employee's residence such items within three (3) full working days of the time of lay-off or dismissal. Where payroll is made up at the jobsite, such items are to be provided on lay-off. If the Employer fails to comply with the provisions hereof and the Employee must return for their wages and book, the Employee shall be paid an additional sum equal to eight (8) hours pay at his regular rate. The Employee shall give the Employer two (2) days notice prior to quitting. Should the Employee not provide such notice, the Employer may retain two (2) days pay at the regular hourly rate.

## **ARTICLE 9 – BUSINESS AGENT**

- 9.1 The Union shall, from time to time, advise the Employer, in writing, of the names of its current Business Agent(s). The Business Agent(s) shall have access to all jobs, sites, and shops after first advising the foreman, superintendent or Association member's representatives.

## **ARTICLE 10 – SHOP AND JOB STEWARDS**

- 10.1 The Union may appoint shop and job stewards from the Employees of each Employer. There will be not more than one (1) steward for each shop and each jobsite. The Union will notify the Employers in writing of the names of the stewards appointed. The Employer recognizes the stewards as the official representatives of the Union and will not discriminate against the stewards because of legitimate activities on behalf of the Union or its membership. Union stewards shall inform their immediate foreman before leaving their work to process a complaint or to attend a pre-arranged meeting. When they are qualified and available, stewards will be given the opportunity to work overtime. The Employers agree to notify the Union in writing, of intended lay-off of stewards, giving reason for lay-off.

## **ARTICLE 11 – DISPUTES OR GRIEVANCES**

- 11.1 It is desired of all parties to this Agreement that complaints of the Employee or Employer regarding alleged violations of this Agreement shall be adjusted as quickly as possible. Any matter arising out of the interpretation or administration of this Agreement may constitute a grievance and shall be settled in accordance with this Article. Such matter constituting a grievance must be processed as per step No. 2 (excepting Employer grievances which may be directly referred by the Employer to the Business Agent as per step No. 3) herein, within the grievance. If a grievance is not processed within one (1) month it shall be understood settled.
- 11.2 A joint conference board will be formed by three (3) members of the Association and three (3) members of the Union which shall meet every three (3) months or more often if requested by either Party. Two (2) members from each Party shall form a quorum.



- 11.3 Therefore, it is agreed that no complaint or grievance exists until the foreman or senior official of the Employer at the jobsite has had an opportunity to adjust it with the help of the Steward, or the Business Agent where there is no Steward at the jobsite.
- 11.4 If any complaint as to the violation of this Agreement has not been settled within two (2) full working days after the Superintendent has been notified of the complaint, it shall be referred to the Employer and to the Business Agent.
- 11.5 Should the Employer and the Business Agent fail to settle the grievance within five (5) working days, it shall be produced in writing and referred to the Association within five (5) working days.
- 11.6 The grievance shall not be carried further unless within the five (5) working days of the meeting referred to in Clause 5 hereof, a Party notifies the other Party of its intention to submit the grievance to arbitration as provided in Article 12.

## **ARTICLE 12 – ARBITRATION PROCEDURE**

- 12.1 When either Party requests that a complaint as to violation of this Agreement be submitted to arbitration, it shall make such a request in writing addressed to the other Party to this Agreement. The Parties then shall have three (3) working days to agree upon an arbitrator and failing agreement, one may be appointed by the Minister of Labour on the application of either Party.
- 12.2 The arbitrator shall hold a Hearing within four (4) working days, or such greater period as agreed among the Parties and the arbitrator, of submission of the grievance to the arbitrator. The arbitrator's decision shall be provided to the Parties within three (3) working days after the completion of the hearing.
- 12.3 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Agreement or to alter modify, or amend any part of this Agreement, or to recommend alterations, modifications or amendments to any part of this Agreement. However, the arbitrator may alter any discipline imposed by the Employer, including altering a discharge to a suspension, if he deems it just in the circumstances.
- 12.4 The decision of the arbitrator shall be final and binding on the Parties hereto.
- 12.5 Any grievance may be referred directly to the arbitrator without going through the regular grievance procedure, providing both Parties to this Agreement consent to such action.

12.6 Each of the Parties hereto will jointly bear the expense of the Arbitrator.

## **ARTICLE 13 – STRIKES AND LOCKOUTS**

13.1 The Union agrees that there shall be no strike or slowdown, either complete or partial, or other collective action which will stop or interfere with production during the term of this Agreement or while negotiations for renewal of this Agreement are in progress.

13.2 The Employer agrees that there shall be no lockouts during the term of this Agreement or while negotiations for renewal of this Agreement are in progress.

## **ARTICLE 14 – HOLIDAYS**

14.1 The following days shall be considered holidays:

New Years Day	Labour Day
<b>Islander Day</b>	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	Christmas Day

14.2 If any of the holidays mentioned in Article 14.1 fall on a Saturday or Sunday then the holidays shall be observed on the following Monday.

## **ARTICLE 15 – CLOTHING, SHELTER, TOOLS, EQUIPMENT AND SAFETY**

Both parties of this collective agreement agree to adhere to the Occupational Health & Safety Act & Regulations of the Province of Prince Edward Island and in particular, Article 13 of the Occupational Health & Safety Act.

15.1 Shelter  
Adequate quarters, heated when necessary, shall be provided for Employees to change clothing and eat lunch. The Employer will make arrangements for sanitary toilet facilities. An adequate supply of drinking water (pure) shall be

kept on tap or in a clean covered container, used for no other purpose. No tools or equipment shall be stored in the quarters while Employees are on the job.

15.2 Tools

It is impossible for an Employee to carry out duties properly without a basic kit of tools. It is therefore compulsory for both Sheet Metal Journeymen and Apprentices to purchase and maintain a basic kit of tools as outlined in Appendix "B". An Employee shall be given sufficient time before quitting time for the purpose of picking up and storing tools.

15.3 Clothing

Where conditions on a job make it necessary, all weather clothing will be supplied by the Employer at no charge to the Employees. Such all weather clothing is to be returned to the Employer on termination of each job and the Employee is financially responsible for such clothing, reasonable wear and tear or accidental damage excepted.

15.4 Safety Equipment

An Employer will supply safety equipment to its Employees in accordance with the PEI Occupational Health & Safety Act and the Association.

15.5 Stop Work Orders

If a Stop Work Order is issued pursuant to the Occupational Health & Safety Act and regulations or similar legislation as a result of an Employer's misfeasance, the Employer will assign the affected Employees to other work. Should other work not be available, the Employees shall be paid for the balance of the regular shift.

15.6 When an Employee who is injured on the job must leave to receive additional medical attention, and receives medical advice to take the remainder of the day of injury off, the Employee shall receive the regular hourly rate for regular hours lost from the job on the day the injury occurs. Reasonable proof of medical attention must be provided by the Employee.

## **ARTICLE 16 - WEEKLY PAY**

16.1 The Employer shall pay its Employees weekly in the shop or on the job during regular working hours, in cash, by cheque or by direct deposit in the bank if mutually agreed by the Employer and Employees.

16.2 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 as follows: the number of hours worked at each of the regular, overtime, and other rates of pay; the amount of vacation pay; the amount of Employee's share of premiums for the Health and Welfare Plan; and the amount of contributions deducted for the Pension Plan. Also to be shown on the statement, are the amount of deductions for Union Dues and the any Room and Board and Travel Allowance. The statement shall also show the net pay amount of said Employee.

## **ARTICLE 17 – HOURS OF WORK AND REST PERIODS**

17.1 The regular hours of work for Employees shall be Monday to Friday, eight (8) hours a day, forty (40) hours a week.

### 17.2 Lunch Break

Employees shall be provided an unpaid lunch break of either one (1) hour or one-half (1/2) hour at the Employer's discretion. Where the lunch break is a full hour, the quitting time shall be advanced one-half (1/2) hour.

### 17.3 Rest Periods

(i) There shall be two (2) rest periods, each of ten (10) minutes duration, one (1) in the first four (4) hours of employment and one in the second four (4) hours of employment. The timing of these rest periods shall be left at the discretion of the Employer.

(ii) Notwithstanding the above provisions, when an Employee has lost work time in any one day, and the Employer and the Employee agree, the Employee may work a maximum of two (2) extra hours each day Monday through Friday, and eight (8) hours on Saturday (such work not to exceed the hours of work lost) in order to make up for the said hours, and such hours in this regard will be paid at the Employees regular rate.

### 17.4 Start Time

The hour of commencement of work may be varied by mutual consent of both Parties.

## **ARTICLE 18 – SHIFT WORK**

18.1 If a second shift is initiated by the Employer it must consist of no less than five (5) working days. When it is necessary to initiate a second shift, the Employee

shall be paid eight (8) hours pay for seven (7) hours worked. No Employee shall be required to work more than one shift in a twenty-four (24) hour period.

## **ARTICLE 19 – REPORTING TIME**

- 19.1 Employees who report for work by direction of the Employer and who are not placed at work shall be entitled to three (3) hours pay at their regular rate of pay. In the case of inclement weather, the Employee shall receive one (2) hours pay plus time worked.

## **ARTICLE 20 – CALL BACK AFTER REGULAR HOURS FOR SERVICE WORK**

- 20.1 Employees who report after regular hours for service work by direction of the Employer shall be entitled to two (2) hours pay at the prevailing rates for industrial and commercial work and one (1) hours pay at the prevailing rates for residential work.

## **ARTICLE 21 – OVERTIME**

- 21.1 Overtime will commence after eight (8) hours work per day or forty (40) hours of work per week. Overtime, if authorized by the Employer, shall be at the rate of time and one half the regular rate for the first four (4) hours overtime per day from Monday through Saturday inclusive. All other overtime will be paid at the rate of double the regular rate.

## **ARTICLE 22 – WAGE RATE**

- 22.1 The wage rates stated in Appendix “E” are for certified Sheet Metal Journeymen special rates may be established by joint action of the Employer and the Union for Employees who are handicapped for reason of age or physical disability.

## **ARTICLE 23 – VACATION PAY**

- 23.1 Vacation pay shall be ten percent (10%) of gross hourly earnings. The vacation pay is to be deducted weekly showing all deductions on the Employee's weekly pay stub and remitted in the weekly pay.
- 23.2 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.

## **ARTICLE 24 – BEREAVEMENT LEAVE**

- 24.1 In the case of death of the father, mother, spouse, child, sister, brother, mother-in-law, or father-in-law of an Employee, the Employer will compensate such Employee for the time lost up to a maximum of three (3) consecutive working days at the rate of regular wages. If requested by an Employee, a leave of absence of up to five (5) days will be granted. Pay for lost time will be a maximum of three (3) days.

## **ARTICLE 25 – APPRENTICES**

- 25.1 Each Employer shall maintain the ratio as described by the Apprenticeship & Trades Qualification Act of Prince Edward Island. However, when all local journeymen are working, the ratio shall be altered so local apprentices can be hired to supply the Employer's workforce. Also when all local apprentices are working, the ratio shall be altered so local journeymen can be hired to supply the Employer's workforce. The Union shall maintain a ratio of one (1) apprentice to two (2) journeymen in its membership in P.E.I.
- 25.2 Apprentices shall be paid the following percentage of the journeyman rate:

First year apprentice (0 – 1800 hours)	50%
Second year apprentice (1801 – 3600 hours)	65%
Third year apprentice (3601 – 5400 hours)	75%
Fourth year apprentice (5401 – 7200 hours)	85%

**An apprentice who currently has an hourly rate higher than that above shall not have his rate reduced.**

- 25.3 Apprentices shall not be granted incremental increases until the appropriate in-school training modules have been successfully completed. Existing apprentices who have been granted incremental increases, based on “hours of employment”, but who have not successfully completed the prescribed in-school training must complete such training prior to receiving further incremental increases. Should an apprentice be unable or unwilling to successfully pass the training, a request will be made by the Employer and the Union to have the apprenticeship contract terminated.
- 25.4 The Employers recognize the need of the Employee for security of the Benefits under this Agreement, and realize that the temporary nature of the individual jobs is a handicap in this regard. The Employer will recognize work credits done from all Union Sheet Metal Shops for all purposes and benefits under this agreement. Such credits will be based upon hours of work.
- 25.5 For the first two Employees on a job, the ratio can be one (1) Journeyman to one (1) Apprentice. Where additional Employees are hired, the ratio shall be two (2) Journeymen to one (1) Apprentice.

**ARTICLE 26 – DAILY TRAVEL**

- 26.1 When the Employer provides “suitable transportation”, no travel allowance need be paid. “Suitable transportation” shall be defined as a properly equipped passenger vehicle. The rear of pick-up trucks, with or without caps, or vans without properly attached seating are not considered as “suitable transportation”.
- 26.2 A free zone for each Employer shall be established by striking an arc through the Province, the radius of the arc is to be twenty-five (25) kilometers. The radius point from where the arc is swung shall be the City Hall of other designated municipal building in the city or town in which the Employer’s shop is located.
- 26.3 Payment to Employees for travel beyond the established free zone shall be according to the formula below:

0 to 20 km	<b>\$15.00</b> per day
21 to 35 km	<b>\$19.00</b> per day
36 to 50 km	<b>\$21.00</b> per day

On jobsites which are beyond fifty (50) kilometers from the free zone boundary an additional three (3) dollars per day for each additional six (6) kilometers or part thereof shall be paid.

- 26.4 Kilometers traveled for purposes of this Article shall be based on the shortest practical road measurements between the perimeter of the appropriate zone and the jobsite.
- 26.5 It is expressly understood and agreed that reimbursement for travel shall be available only to those Employees who are actually required to travel distances as indicated in the above schedule. (greater than ten (10) kilometers)
- 26.6 Contractors from outside of P.E.I. will use the Charlottetown City Hall as the radius point for their free zone and pay travel expenses for Employees hired by them according to the above schedule. Employees hired by these Contractors who are resident within a ten (10) kilometers radius of the jobsite shall not be entitled to travel expenses.
- 26.7 Employees working on a job for one (1) day or less who are not informed by 9:00 pm the previous evening that they will be working out of town the next day will be allowed a meal allowance of \$20.00 flat rate. Employees required to work in excess of two (2) hours overtime and who have not been given twenty-four (24) hours notice shall be provided with a meal allowance. Thereafter, meals shall be provided every four (4) hours at a maximum allowance of \$20.00 per meal. Employees are required to present receipts for all meals.
- 26.8 Employees sent out of the free zone to work from hence they do not return daily, shall be paid regular rates of wages. Fares to and from out of town work shall be paid by the Employer. Time traveling to and from such work shall be paid at single time up to a maximum of eight (8) hours in any day. In addition, to the above, the room and board of the Employee shall be paid.
- 26.9 Employees who are non-residents of P.E.I. and are required to live away from home shall be paid **eighty (\$80.00)** dollars per day on the signing of this Agreement. This allowance will increase as follows:

**March 1, 2014 - \$85.00/day**

## **ARTICLE 27 – TRANSPORTATION OF MATERIALS**

- 27.1 Employers shall not ask Employees to use their own vehicles and Employees shall never use their own vehicles to transport any material.



## **ARTICLE 28 – JOB FOREMAN**

28.1 Job foremen will receive **the following hourly increase** over the Journeyman’s rate to supervise Employees at work:

<b>On signing</b>	<b>\$2.75/hour</b>
<b>March 1, 2013</b>	<b>\$3.00/hour</b>
<b>March 1, 2014</b>	<b>\$3.25/hour</b>

28.2 Shop foreman as defined in Appendix “A” shall receive **the following hourly increase** over the Journeyman’s rate of pay when designated as such by the Employer:

<b>On signing</b>	<b>\$2.75/hour</b>
<b>March 1, 2013</b>	<b>\$3.00/hour</b>
<b>March 1, 2014</b>	<b>\$3.25/hour</b>

## **ARTICLE 29 – TOOL REPLACEMENT**

29.1 Journeymen and Apprentices are required to purchase their own tools. When tools become worn out, the Employer will replace tools with tools of equal value, if turned into the shop. This clause does not apply to tools broken as a result of misuse.

## **ARTICLE 30 – TRUST FUNDS**

30.1 The Employer and the Union confirm the establishment of the New Brunswick Sheet Metal Industry Employer Employee Trust Fund (the “Trust Fund”) in accordance with a Trust Agreement between the Union and the Employer, 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 Union members to the extent that funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and by the Employer in accordance with the Trust Agreement.

The Trustees may, in their discretion in accordance with the Trust Agreement 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, established self payment programs for retired members of the Union to

participate in one or more of the Insured Benefits, and permit members of another Local of the Sheet Metal Workers' International Association ("Affiliated Locals") to participate in one or more of the Insured Benefits.

Non-union employees employed under Article 6 of this Collective Agreement are not entitled to any of the Insured Benefits or to participate in the Sheet Metal Workers' Registered Retirement Savings Plans.

Employees do not have any interest in the Trust Fund or in monies contributed by them or an Employer other than a Union member's interest in his or her Sheet Metal Workers' Registered Retirement 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.

30.2 Effective the date of signing, the Employer shall pay **two dollars and sixty seven cents (\$2.67)** per hour worked under this collective agreement to the Trust Fund. From the **two dollars and sixty seven cents (\$2.67)**, the Trustees shall pay:

- (i) Six cents (\$0.06) to the Employer as a contribution to the Association of Commercial & Industrial Contractors of P.E.I. Administration Fund;
- (ii) One cent (\$0.01) as a contribution to The Sheet Metal Occupational Health Institute Trust;
- (iii) Seven cents (\$0.07) to the Union as a contribution to the Union Training Fund;
- (iv) Twenty-five cents (\$0.25) to the Union for Safety Training;
- (v) The remaining amount shall be applied to the purchase of insured Benefits for Union members and to the cost of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees). If further funds are required to maintain the present plan, such costs shall be deducted by the Employer from each Employee's hourly rate. The Trustees shall give a thirty (30) day notice to the Employer and Employees of such increase in cost.

**NOTE: The amount of two dollars and sixty seven cents (\$2.67) shall increase to two dollars and seventy seven cents (\$2.77) effective March 1, 2013.**

The Employer shall remit the amount paid under this collective agreement in accordance with the terms of this Article.

30.3 Effective the date of signing, it is a condition of employment and compulsory that all Employees pay **three dollars and eighty-two cents (\$3.82)** per hour worked from his or her hourly rate to the Trust Fund. From the **three dollars and eighty-two cents (\$3.82)** the Trustees shall pay:

- (i) **Three dollars (\$3.00)** for each hour worked by a Union member as a contribution to the Sheet Metal Workers' Registered Retirement Savings Plan established for that Union member.
- (ii) Sixty five cents (\$0.65) to the Union as a contribution to the Union Administration Fund.
- (iii) Seven cents (\$0.07) to the Union as a contribution to the Union Training Fund.
- (iv) Ten cents (\$0.10) to the Union as a contribution to the Union Promotion Fund.

**Note: The amount of three dollars referred to in (i) above shall increase to four dollars (\$4.00) effective March 1, 2014.**

The Employer shall remit **the amount paid** in accordance with the terms of this Article.

- 30.4 If directed by the Union, the Trustees shall remit (net of reasonable administrative cost 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 Administration of a benefits plan established by the Affiliated Local of which he or she is a member.
- 30.5 The Employer shall remit all contributions and payments for each month by cheque or other means of payment on or before the fifteenth (15<sup>th</sup>) of the following month to the Union and the New Brunswick Sheet Metal Industry Employer/Employee Trust Fund c/o **Belmont Financial Group, Suite 110 – 580 Main Street, Saint John, N.B. E2K 1J5** and shall provide **Belmont Financial Group** with each Employee's name, Social Insurance Number and total hours worked during the month.

## **ARTICLE 31 – ELEVATION CLAUSE**

- 31.1 For work on temporary staging, scaffolding, tower-like structures and stacks with a direct drop of thirty-five (35) feet or more, it shall not be compulsory for Employees to agree to work on the above mentioned structures and refusal to do so shall not be cause for disciplinary action.

## **ARTICLE 32 – TERM OF AGREEMENT**

32.1 This Agreement shall be effective from the date of signing and continues in force until **February 28, 2015** and thereafter from year to year unless notice in writing is given by either party prior to January 31<sup>st</sup> of every subsequent year.

## **ARTICLE 33 – APPLICATION OF AGREEMENT**

33.1 This Agreement has been finalized between Local Union 437 of the Sheet Metal Workers' International Association and members of the Association of Commercial and Industrial Contractors of P.E.I.

## **ARTICLE 34 – ASSOCIATION MEMBERSHIP**

34.1 All Employers as defined in this Agreement will become members and will maintain membership in the Association.

## **ARTICLE 35 – TRADE PROTECTION**

35.1 The Employers signatory to this Agreement, agree to become signatory to any Agreement the Union has or acquires in the Province of New Brunswick during the life of this Agreement.

## **ARTICLE 36 – ENABLING PROVISION**

36.1 The parties to this Agreement may negotiate changes to the Agreement to allow both the Union and Management to be more competitive on targeted projects. Any agreed upon changes shall be in written form, dated and signed by representatives of each Party.

**ARTICLE 37 – SUB-CONTRACTORS**

37.1 The Employer shall not sub-contract or assign any of the work covered by this Agreement to any person, contractor, or sub-contractor unless said person, contractor or sub-contractor is a party to this Agreement or is under Agreement to another affiliated Local Union of Sheet Metal Workers’ International Association.

**SIGNED AT CHARLOTTETOWN, P.E.I. THIS \_\_\_\_\_ day of March, 2012**

On behalf of the Association  
of Commercial and Industrial  
Contractors of P.E.I.  
Sheet Metal Contractors Section

On behalf of Local 437  
Sheet Metal Workers’  
International Association

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WITNESS

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WITNESS

## APPENDIX "A"

### INTERPRETATION

**"Association"** means the Association of Commercial and Industrial Contractors of P.E.I., Sheet Metal Section.

**"Business Agent"** means the official duly appointed by the Union whose duties are to represent the Union in matters relating to this Agreement.

**"Employee"** means a Journeyman or Apprentice working as a Sheet Metal Worker for an Employer on any job in the area as defined in this Agreement.

**"Employer"** means an individual Sheet Metal Contractor who is party to this Agreement.

**"Handling"** means the handling of sheet metal, fiberglass, pvc or transit from the shop storage racks on through to the final installation on the job site.

**"Job"** means an individual construction project or operation or Sheet Metal Shop requiring the services of Sheet Metal Workers.

**"Job Foreman"** means the duly appointed official of the Employer who has on-the-job authority for the progress of the work.

**"Shop Foreman"** means a duly appointed journeyman responsible for layout fabrication and/or supervision of other Employees of the Employer in the shop.

**"Union"** means Local Union 437 of the Sheet Metal Workers' International Association.

## APPENDIX "B"

### TOOLS

Journeymen Sheet Metal Workers, parties to and recognized under this Agreement, shall provide for themselves a tool box and the following hand tools;

Tinner Hammer – 16 oz	Chalk Line
Bulldog Snips	Solid Punch 4/16"
Right & Left Hand Aircraft Snips	Plumb Bob
Screwdrivers, Small, Medium, Large	Chisels
Pliers	Level
Rule	Comb. or Tri Square
Scribers	Vice Grip Pliers
Centre Punches	3 ½" Wide Pliers
Trammel Points	(Roofing Sheet Metal Workers Only)
Dividers – 6"-12"	1 Set Allen Wrenches
Hacksaw Frame	Crescent and Adjustable Wrench

At the beginning of the second six (6) month period, the Apprentices shall be required to have the following tools;

Steel Tape	Pliers
Tinners Hammers	Scriber
Snips	Chisel
Right & Left Hand Aircraft Snips	Vice Grip Pliers
Screwdrivers, Small, Medium, Large	Hacksaw
Crescent or Adjustable Wrench	Ear Defenders (ear covers)

## **APPENDIX “C”**

### **APPENDIX RE: ROOFING WORK**

Between:

Association of Commercial and Industrial Contractors of Prince Edward Island Inc. Sheet Metal Contractors Section and each of its members.

Hereinafter called the Association –

AND:

Sheet Metal Workers International Association Local 437

Hereinafter called the Union –

It is recognized that there exists a relationship between the Union and the Roofers in the Construction trade; however, it is further recognized that none of the Employers party to this Agreement are presently engaged in the roofing trade. However, if an Employer becomes engaged in the roofing trade, it is agreed that discussions will be held regarding the implementing of a roofing agreement between the Employer and the Union with rates to be negotiated for the roofing trade.



## **APPENDIX “D”**

### **SHEET METAL TRADE DIVISION**

BSM Services Ltd.

Halifax Heating & Air Conditioning Co. Ltd.

Aztex Metals Limited Concord

Timberlake Construction Ltd.

Sayers & Associates Limited

Atlantica Mechanical Contractors Ltd.

**Brunswick Sheet Metal Ltd.**

## APPENDIX "E"

### Summary of Employer Wage & Benefit Contributions Per Hour Worked

	From Date of Signing to February 28, 2013	March 1, 2013 to February 28, 2014	March 1, 2014 to February 28, 2015
Rate per Hour	\$28.10	\$28.92	\$29.83
Vacation Pay: 10%	\$2.81	\$2.89	\$2.98
Health & Welfare	\$2.28	\$2.38	\$2.38
Training Fund	\$0.07	\$0.07	\$0.07
Safety Training	\$0.25	\$0.25	\$0.25
Occupational Health & Institute	\$0.01	\$0.01	\$0.01
ACIC	\$0.06	\$0.06	\$0.06
	<b>\$33.58</b>	<b>\$34.58</b>	<b>\$35.58</b>

**NOTE: The following is a summary of deductions that the Employer will deduct from the Employee's earnings for each hour worked.**

	From Date of Signing to February 28, 2013	March 1, 2013 to February 28, 2014	March 1, 2014 to February 28, 2015
Training	\$0.07	\$0.07	\$0.07
Pension	\$3.00	\$3.00	\$4.00
Union Administration Fund	\$0.65	\$0.65	\$0.65
Union Promotion Fund	\$0.10	\$0.10	\$0.10
Total of Employee Deductions	<b>\$3.82</b>	<b>\$3.82</b>	<b>\$4.82</b>