

COLLECTIVE AGREEMENT

Between
G.S. SHEET METAL

and
LOCAL 6, CLAC

DURATION: May 1, 2015 – April 30, 2018

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COLLECTIVE AGREEMENT

Between

687412 ONTARIO LTD. C.O.B. AS

G. S. SHEET METAL

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS, LOCAL 6

affiliated with the

CHRISTIAN LABOUR ASSOCIATION OF CANADA

(hereinafter referred to as "the Union")

DURATION: May 1, 2015 – April 30, 2018

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c. to establish an equitable system for the transfer, layoff and recall of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances;
 - e. to cooperate in the efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship and prevent accidents;
 - f. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.

- 1.03 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act*.

ARTICLE 2 - RECOGNITION

- a. The Employer is recognized as operating as the following;
687412 ONTARIO LTD. C.O.B AS G.S. SHEET METAL
- b. The Employer recognizes the Union as the bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 This agreement covers all construction employees of the Employer working in the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foreman, and any sector or geographic area for which another Union has bargaining rights.
- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of the CLAC, Local 6 are authorized to act on behalf of the Union for the purposes of supervising, administering and

negotiating the terms and conditions of this Agreement and all matters related thereto.

2.05 The Union acknowledges that it is the function of the Employer:

- a. to manage the enterprise, including the scheduling of work and the control of materials, provided this is done in a manner which is consistent with the purpose and terms of this Agreement;
- b. to maintain order, discipline and efficiency and to enforce rules of conduct and procedure for employees that have been jointly drafted by the Employer and the Union. Such rules shall be consistent with the purpose and terms of this Agreement and shall be administered in a fair and reasonable manner;
- c. to hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 The Employer may contract out work where:

- a. he does not possess the necessary facilities or equipment;
- b. he does not have and/or cannot acquire the required manpower;
- c. he cannot complete the job within time and cost factors.

However, work normally performed by members of the bargaining unit will not be contracted out if employees

qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, reclassified or discharged as the result of contracting out of work.

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union has the right to appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances;
- b. Local 6, CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. They are hereinafter referred to as Union Representatives.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Union will pay such Stewards at their regular hourly rates while attending to such matters.

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- 3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the Committee shall be paid by the Employer at their regularly hourly rates for all time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned. Time of meetings shall be set at a mutually agreed upon time.
- 3.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.
- 3.06 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.07 Union Representatives shall have the right to periodically visit job sites.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict

or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

5.01 The Union and the Contractor will cooperate in maintaining a desirable and competent labour force. The Contractor will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Contractor at its discretion may hire employees so listed or from other sources.

5.02 The Employer has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employee(s) on layoff who are qualified to do the work.

5.03

a. New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status unless notified otherwise before the end of the three (3) month period. The Employer shall notify the Union in writing of the name(s), address(es) and classification(s) of any new employee(s) at the time such employee(s) commences employment. The purpose of the probationary period is to determine suitability of the employee to the trade and to the Employer. As such, a lesser standard of just cause may be applied in terminating the employment of an employee during probation.

b. Where mutually agreed, the probation period may be extended for a maximum of three (3) additional months. Conditions for such extension are as follows:

- i. a mid-probationary review meeting with the employee is held (during the initial probationary period).
 - ii. ordinarily a probationary employee will work with several forepersons to permit broad feedback to the Employer during the probation.
 - iii. there is no economic advantage in extending probation by, e.g. delay in implementation of pay rates or remittance of fund, etc.
 - iv. the probation extension meeting is attended by a Union steward, or a staff representative.
 - v. notice of a mutually agreed extension is furnished to the local Union Office.
 - vi. the Employer undertakes to provide monthly progress interviews for each month of the probation extension.
- 5.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.05 The Employer will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 5.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the

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same terms and conditions as are applicable to other members of the Union.

5.07 During probation, all terms and conditions of the Collective Agreement apply, amended as follows:

- a. Rates per Collective Agreement.
- b. Regular hourly contributions for union dues and fees and EAF are remitted upon completion of second month of employment, for all hours retroactive to date of hire by separate cheque.
- c. Regular hourly contributions for pension are remitted on the next regular remittance following completion of three (3) months employment, retroactive to date of hire.
- d. Where regular three (3) months' probation is not met, the Employer will pay out vacation pay directly, remit fees, dues, and EAF from date of hire with the next remittance. Where probation ends before pension become payable (per (b) and (c) above), the Employer is not obligated to pay such amounts.

ARTICLE 6 - CHECKOFF

6.01 The Employer shall deduct from the pay of all employees covered by this Agreement, on the pay day of each week, an amount of money equal to Union dues and shall remit the same monthly, before but not later than the fifteenth of the following month, to the Union, using a separate cheque marked "union dues."

6.02 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.

ARTICLE 7 - WAGES AND RATES OF PAY

7.01

- a. Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed in the construction, erection, repair, remodelling or alteration of a building or structure, in whole or in part, which shall be or is being used for commercial, industrial or institutional purposes.
- b. Pay will be provided by cash, cheque or automatic bank deposit to the financial institution with the employee's choice, no later than by the end of the workday on Thursdays. Where a statutory holiday falls on a Thursday, pay will be made available the banking day prior to the holiday.

7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for the same shall be subject to negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance Procedure.

7.03 The Employer agrees to pay two (2) hours of wages in the event that an employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control.

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7.04 Where an employee is in charge of a job of a duration of over eighty (80) hours (average of estimated and actual hours) hourly responsibility premium of eight and one-half percent (8.5%) of the journeyperson wage rate.

7.05 A person who is designated as “Lead Hand” at the Employer’s discretion is paid a premium of one dollar (\$1.00) per hour added to the journeyperson rate.

The shop foreman is considered a Lead Hand per the Article.

7.06 The parties agree to grandfather as “Lead Hand”, those employees who were paid a premium prior to the implementation of the responsibility premium in Article 7 (May 2005). Such employees receive the Lead Hand premium as long as the Employer determines that Lead Hand is capable of performing as Lead Hand (subject to the grievance procedure), or until such times as the Lead Hand declines the responsibility for projects. The Lead Hand premium is not paid when a responsibility premium is paid.

7.07 Any employee who is paid above the grid as set out in Schedule “A” will maintain that rate and receive the equivalent yearly scheduled increases added to their wage.

7.08 Shift Premiums

a. A ten percent (10%) shift premium is added to hours worked between 5:00 p.m. and midnight.

b. A fifty percent (50%) shift premium is added to hours worked between midnight and 6:00 a.m.

c. There shall be no pyramiding of shift premium and premiums paid for daily overtime.

- d. Shift premiums are not paid on travel time.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01

- a. The regular work week shall consist of eight and one-half (8½) hours per day, 7:00 a.m. to 4:00 p.m., Monday to Thursday, and on Friday from 7:00 a.m. to 1:30 p.m. Work outside of the regular work week is not mandatory.
- b. Where mutually agreed between the Union and Employer, changes to the regular hours of work shall be implemented on a company wide basis, or may be made due to jobsite requirements on a temporary jobsite basis where implementing the regular hours is outside the Employer's control.

8.02 Work performed in excess of forty-four (44) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

8.03 Work performed on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

8.04 Work, except for extraordinary circumstances, shall not be performed on Sunday. Such work requires the prior consent of the Union and will be paid at the rate of two (2) times the regular hourly rate.

ARTICLE 9 - VACATION AND VACATION PAY

9.01 All employees who are covered under this agreement shall receive as vacation pay in accordance with the schedule under Article 9.04, the appropriate percentage of the

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employee's total earnings exclusive of the Employer's contribution to the Union's Benefit Plan.

- 9.02 When vacations are requested by more employees than can be reasonably scheduled to be away at any one time and still carry on efficient company operations, then the choice of those employees permitted to take their vacation will be insofar as possible based on customer requirements, efficient operation of the Shop, ability of employees to perform available work and length of service of the employees.
- 9.03 The Employer shall post annually during January a sheet on which employees may choose their vacation period. This list shall be completed by the employees no later than May 1. Any employee failing to select vacation time by May 1 will be deemed to have forfeited their privilege based on service credit, at that time, for vacation selection purposes. The Employer shall post the final vacation schedule no later than May 31. Any request for further changes to the final schedule must be made to the Employer giving the Employer at least four (4) weeks' notice. If a Statutory holiday (as listed under Article 10.01) falls during an employee's vacation time, the employee will have the option to take that holiday at the end of the vacation period. This will be scheduled at the time the employee schedules his vacation.
- 9.04 Employees shall receive vacation time if requested in accordance with the provisions outlined below. Generally, two weeks may be taken in June, July and August, but with advance notice (per Article 9.03) and as mutually agreed, more may be taken.

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| LENGTH OF SERVICE BASED ON DATE OF HIRING (as of July 1st of the current year) | Vacation Pay | Vacation Time |
|--|-------------------------|----------------------|
| 0 – 3 Months | 4% | 2 weeks |
| After 3 Months | 10% | 3 weeks |

9.05 The above amounts of vacation pay are remitted to the Union office with the regular monthly remittance.

ARTICLE 10 - HOLIDAYS

10.01 Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day and Thanksgiving Day and any other holiday proclaimed by the provincial or federal government, shall not be regular working days. All work performed on such days shall be overtime and paid for at the rate of one and one half (1½) times the regular hourly rate.

ARTICLE 11 - LABOUR-MANAGEMENT COMMUNICATION

11.01 The parties to this Agreement agree to schedule labour-management meetings as required. The meetings will serve as a forum for discussion and consultation about matters affecting labour-management relations.

ARTICLE 12 - BENEFITS

12.01 Benefits will be made available to all CLAC members in accordance with the current Merit schedule and will reflect the plan during the term of this agreement.

ARTICLE 13 - PENSION PLAN

13.01 The Employer and the Union agree to give full cooperation to the Union Pension Plan registered with the Financial Securities Commission of Ontario as Pension Plan 0398594 for the benefit of all employees covered under this Agreement. The Pension Plan, maintained and administered by the Union and supervised by a Board of Trustees, provides for a certain amount of pension income.

13.02 The Employer agrees to pay the amount specified on Schedule "A" to the Union Pension Plan for each hour worked by each employee covered under this Agreement as an irrevocable contribution to the Union's Pension Plan, upon that employee's completion of his probationary period, and then retroactive to their date of hire.

13.03 The Employer's contribution to the Union's Pension Plan shall be recorded on a remittance sheet supplied by the Union. On these sheets, the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which the remittance is made;
- c. date of hire for new employees only;
- d. date of termination (where applicable);
- e. address for new employee only;
- f. date of birth for new employees only;
- g. telephone number for new employees only.

The Employer will forward two (2) copies of the remittance sheet plus accompanying cheque to the Union **not later than the fifteenth of the following month.**

13.04 The Employer agrees to deduct and remit additional pension contributions of the employee's choice by way of payroll deduction to the Union's Benefit Administration Office as voluntary employee pension contributions over and above the contributions noted in Schedule A. Such amounts shall not exceed the limits established by Canada Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office. A request for such deductions shall be submitted by the employee to the Employer in a format provided by the Union's Benefit Administration Office. A copy of the completed form shall be sent to the Union's Benefit Administration Office by the Employer with the first remittance of such voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions up to twice annually.

ARTICLE 14 - TRANSPORTATION, TRAVELTIME, & ROOM & BOARD

14.01 Travel time and mileage is as follows:

- a. Travel time is paid for one half of the round trip time traveling to and from job sites outside the zone from the shop in Hamilton (or a mutually agreed marshalling area);
- b. Travel time and mileage are not payable when the employee elects to drive directly to the job site from home unless that is the agreed marshalling area;
- c. The same amount of daily travel time is paid to each employee in the crew traveling to the same job site from the same marshalling area.

d. The mileage amount for using own vehicle is fifty cents (50¢) per km.

e. An employee using his own vehicle to transport Employer tools and materials is paid for all distance traveled.

14.02 Travel time and mileage is not paid within the local zone. The local travel zone is as follows:

Bounded by the shore of Lake Ontario, from the Welland Canal on the east, south to the crest of the Niagara Escarpment to Regional Road 24, south to Hwy #20, west to Bismarck, continuing west along Regional Road 65, south on Regional Road 2 to Caisterville following through on the Haldimand/Dunnville town line to Regional Road 20, west on Regional Road 20 to the Haldimand/Nanticoke town line around the town of Hagersville to Haldimand/Brant town line, north to the Hamilton/Wentworth boundary, west along boundary to Hwy #6 at Puslinch, north to Hwy #401, east to Hwy #25, south to Lake Ontario. Where a road is referenced, the centre line of the road shall be the zone limit.

A map highlighting these boundaries is attached to the Collective Agreement as Schedule "B."

14.03 Journeyman sheetmetal workers who are in charge of a job shall be provided with a company truck, the use of which shall include driving to and from jobs from his place of residence. The Employer's vehicles shall not be used for private means by an employee, unless permission has first been obtained from the Employer.

14.04 It shall be the responsibility of the driver to maintain and clean his vehicle. Any repairs that are necessary, damage to

the trucks or preventative maintenance, shall immediately be reported to their supervisor for approval.

14.05 Employees shall not make use of the Employer's vehicles, tools, materials or shop premises for any activity outside of company business without first obtaining permission from the Employer.

14.06 When the employees are requested to stay out of town overnight, reasonable expenses for meals (at the normal hours) and lodging will be paid for by the Employer, provided the employee furnishes the Employer with a proper receipt.

14.07 **Parking Passes** – Where possible, the Employer shall provide parking passes in advance of the job for Foreman who are required to park at the job location.

ARTICLE 15 - REST PERIODS

15.01 There shall be a one-half (½) hour lunch period, not paid.

15.02 There shall be a fifteen (15) minute rest period each half of the shift, at times set by the Employer.

ARTICLE 16 - SAFETY

16.01 The Employer will provide a place of employment which shall be safe for the employees during working hours and shall use necessary or required safety devices and shall adopt and use methods and processes to render it safe and shall do whatever is reasonably necessary to protect the life, health and safety of the employees.

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- 16.02 It is understood and agreed that unsafe equipment shall not be operated. Such equipment shall be reported and repaired or replaced.
- 16.03 The Employer and the employees must comply with the provisions of the *Occupational Health and Safety Act* and must wear safety hats and safety shoes during working hours. Safety shoes must be worn in the shop.
- 16.04 All newly hired employees must provide their own safety shoes prior to commencing work.
- 16.05 The Employer shall provide a safety clothing allowance as per Schedule "A" (non-accountable) for the purposes of the purchase of all necessary safety PPE as required by the Employer, including:
- a. Safety Boots (2 pairs, including winter pair)
 - b. Safety Eyewear
 - c. Safety Gloves
 - d. Hard Hat
 - e. Safety Vests
 - f. Ear Protection
- 16.06 Harnesses are to be purchased by the employee upon hire with fifty per cent (50%) of the cost reimbursed. Replacement costs when worn, or expired are also fifty per cent (50%) reimbursed by the Employer. Replacements when misplaced or lost are at the employee's full cost. Replacements deployed are at the Employer's full cost. Costs for re-certifying a harness are at the Employer's full cost.

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In all cases presentation of a receipt is required and where applicable presentation of the harness needing to be replaced.

- 16.07 Where the existence of a designated substance (acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanates, lead, mercury, silica, vinyl chloride, and any other designated substance for which there is a regulation under the *Occupational Health & Safety Act*) is known and the employee is asked to work in proximity to that substance (i.e. must follow the *Occupational Health & Safety Act* regulation's precautions for working with such substances) the employee will be paid an additional \$2.00/hour). See Letter of Agreement Re: Designated Substance.

ARTICLE 17 - TOOLS

- 17.01 All employees shall have their own set of hand tools so they are able to perform their jobs as described in Schedule "C" but shall include (for Mechanics and registered apprentices 3rd term and above) up to a one hundred and fifty dollar (\$150.00) reimbursement once every three (3) years (term of Agreement) to offset the cost of personal cordless drills and replacement batteries. The allowance is to be payable upon completion of the probationary period for new hires, or upon completion of 2nd term hours for apprentices (and every 3 years thereafter). First and Second year apprentices shall be eligible for the allowance on an individual basis upon recommendation of the foreman (and subject to approval by the Employer).

ARTICLE 18 - LAYOFFS AND RECALLS

- 18.01 In the case of layoffs and recalls, the Employer agrees to give all employees covered under this Agreement as much advance notice as is reasonably possible with the minimum of three (3) days' notice. The Employer or the employee, as the case may be, shall not give less than a 3 days' notice of intention to terminate employment.
- 18.02 When the Employer deems it necessary to reduce or increase the workforce, the Union will be notified. Probationary employees will be laid off first. Layoff and recall of employees will be guided by the following considerations: customer requirements, efficient operation of the shop, ability of employees to perform available work and journeyman/apprentice ratios. For longer term layoffs (greater than a month) when the above factors are equal, employee's length of service will be considered with the employee having more seniority being retained.
- 18.03 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 18.04 Whenever the EI Record of Employment is not given to the employees at the time of termination, they shall be sent by the Employer to the employee by registered mail to his last known address within two (2) working days from the time of termination.

ARTICLE 19 - TRAINING, EDUCATION, and INDUSTRY FUND

- 19.01 In order to achieve the highest standard of service, the Employer and the Union urge the employees to take whatever educational classes are available to upgrade their knowledge in their respective trades. The Employer will pay an employee his regular rate of pay for any internal company education classes.
- 19.02 The Employer shall contribute to the Education Fund the amount indicated in Schedule 'A' for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union's Benefit Administration Office.
- 19.03 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in labour relations.
- 19.04 The Employer will pay \$200.00 for completion of a first aid certificate. This shall include new and renewal certificates which are in effect for at least 24 months. Where such training is mandatory, the Employer will pay employees their regular rate of pay for all hours attending such training and not the \$200.00. Mandatory training shall be scheduled during the regular work week, and preferably on Fridays.
- 19.05 **Industry Fund**
- a. The Employer shall contribute and remit such contributions to the Union's Industry Fund as specified in Schedule "A" for each hour worked by each employee covered by this agreement.

- b. The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.

The total amount owing shall be remitted monthly to the Union by the 15th of the month following the month for which the contributions were made. Contributions shall be recorded electronically and itemized separately.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 The parties to this Agreement recognize the Stewards and the Union Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 20.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of the Agreement.
- 20.03 A “Group Grievance” is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance

Procedure commencing with Step 1. The grievors will be listed on the grievance form.

20.04 A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of the Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward, a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

20.05 **Step 1**

Any employee having a grievance will, accompanied by a Steward or a Union Representative, submit the same to his immediate supervisor within five (5) work days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third work day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a Union Representative may within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) work days following the said meeting.

ARTICLE 21 - ARBITRATION

- 21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure the grievance may be referred to arbitration under the following procedure.
- 21.02 The party requiring the arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 21.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) day of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 21.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 21.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 21.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 21.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may

commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 21.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

- 21.08 It is agreed that the Arbitration Board shall have the jurisdiction power and authority to give relief for default in complying with the time limits set out in Articles 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of service credit and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 21.10 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which is, in its opinion, just and equitable.
- 21.11 Each of the parties hereto, will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING

- 22.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the area Union office. Letters of Warning or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue.
- 22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 23 - JURY DUTY

- 23.01 The Employer shall pay the regular daily wages of an employee while serving as a juror, for up to five days provided the employee:
- a. notifies the Employer immediately that he is required to attend court for jury selection; and
 - b. presents proof of service requiring the employee's attendance.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.01 In the case of a death in the family of an employee, the Employer will grant a leave of absence from work for the

purpose of grieving, making arrangements for the funeral and attending the funeral.

24.02 Paid time for such leave is limited to five (5) working days in the death of a member of the immediate family. Immediate family is defined as spouse, parent, child, spouse's parents, and spouse's children. Paid leave is limited to the period beginning the date of death and ending seven (7) calendar days later. In the event of an internment or memorial held after one (1) week, up to two (2) days may be taken at that time. Paid leave applies to days that the employee would have worked.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective on the first (1st) day of May, two thousand and fifteen (2015) shall remain in effect until the thirtieth (30th) day of April, two thousand and eighteen (2018) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to amend, change or delete any of the provisions contained herein, within the period of ninety (90) prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at _____, ON, this _____ day of _____, 20____

Signed on behalf of **G. S. SHEET METAL**

Per _____

Per _____

Signed on behalf of **LOCAL 6, CLAC**

Per _____

Per _____

**SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES**

| | May 1, 2015 | May 1, 2016 | May 1, 2017 |
|----------------------------------|--------------------|--------------------|--------------------|
| Journeyman Wage | 32.95 | 33.67 | 34.43 |
| Vacation Pay | 3.30 | 3.36 | 3.44 |
| Pension | 2.28 | 2.28 | 2.58 |
| Benefits | 1.60 | 1.65 | 1.75 |
| E&A Fund | 0.12 | 0.12 | 0.14 |
| Industry Fund | 0.19 | 0.20 | 0.21 |
| Safety Clothing Allowance | 0.30 | 0.30 | 0.33 |
| Total | 38.95 | 39.73 | 42.88 |

Notes:

1. New Journeymen will be paid the full rate beginning three months from the start of their employment.
2. A Journeyman who has spent at minimum 36 months of apprenticeship with the Employer shall be paid the Journeyman rate.
3. The minimum rate paid to apprentices shall be at the applicable percentage of the regular Journeyman rate.
4. Vacation Pay varies from 8% to 15% based on years of employment as described in Article 9.04.
5. Should any government legislation or regulation increase the above rates, these rates shall automatically conform.

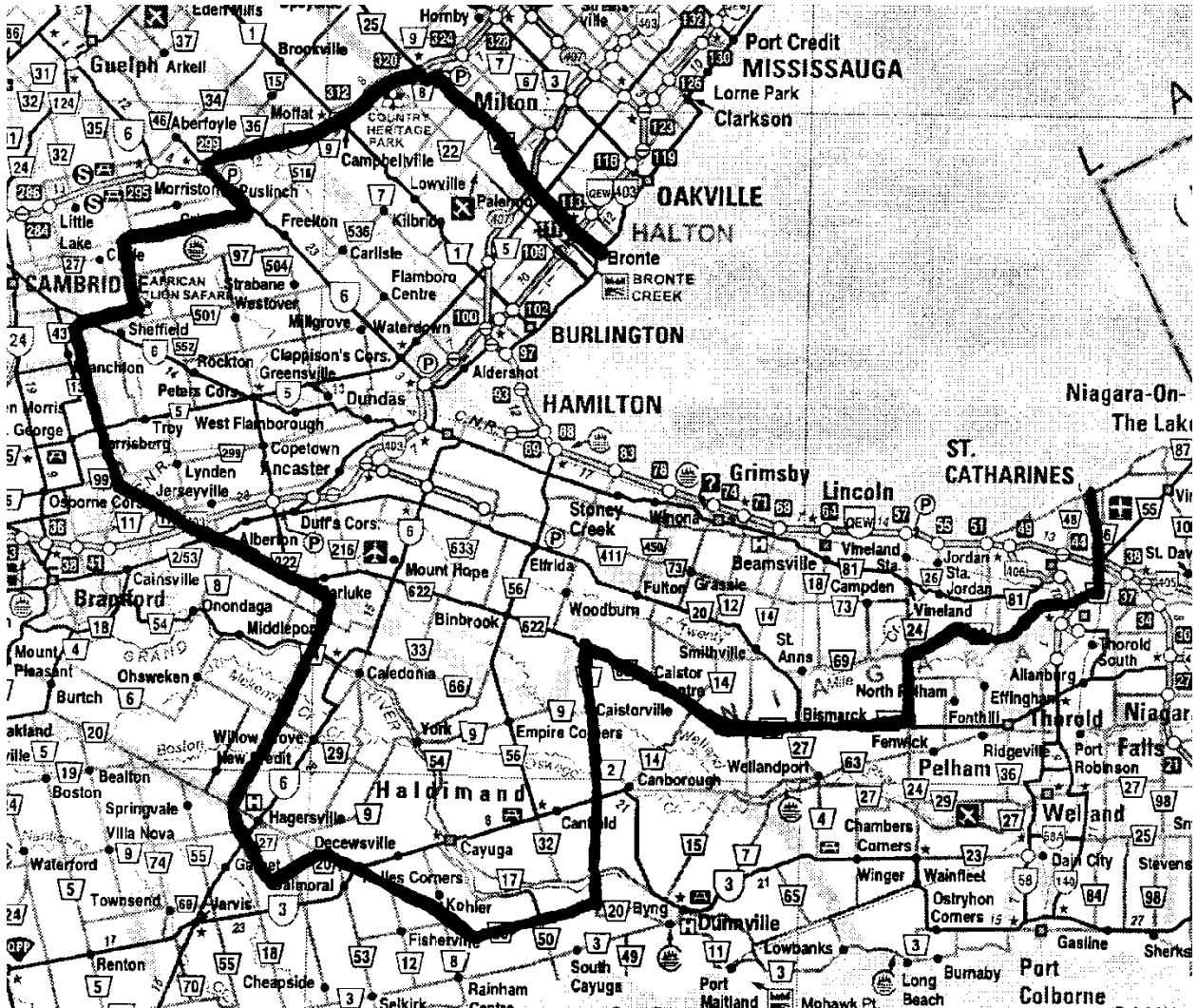
G. S. SHEET METAL

COLLECTIVE AGREEMENT: May 1, 2015 – April 30, 2018

6. The classifications of shop worker and delivery person, and their terms of employment are as outlined in Letter of Understanding #2.
7. Apprentices/Labourers/Truck Driver: The hourly rate (and increases), vacation pay and pension contributions shall be scaled according to their applicable apprentice period/wage rate. Benefit contributions, E&A contributions and safety allowance shall be paid the same as a Journeyperson (see Schedule "A" grid).
8. Apprentices – After twelve (12) months of service employees will be given a review. At the review the employer will make it clear to the employee if they are eligible for an apprenticeship. The apprenticeship will be dependent on the employers need as a well as apprenticeship ratios. If an apprenticeship is granted the employee will receive a minimum of 900 hours towards their apprentice hours dependant on OCOT (Ontario College of Trades) regulations.

SCHEDULE "B"

The local travel zone (as described in Article 14.02) is as follows:



Bounded by the shore of Lake Ontario, from the Welland Canal on the east, south to the crest of the Niagara Escarpment to Regional Road 24, south to Hwy #20, west to Bismarck, continuing west along Regional Road 65, south on Regional Road 2 to Caisterville following through on the Haldimand/Dunnville town line to Regional Road 20, west on Regional Road 20 to the Haldimand/Nanticoke town line

G. S. SHEET METAL

COLLECTIVE AGREEMENT: May 1, 2015 – April 30, 2018

around the town of Hagersville to Haldimand/Brant town line, north to the Hamilton/Wentworth boundary, west along boundary to Hwy #6 at Puslinch, north to Hwy #401, east to Hwy #25, south to Lake Ontario. Where a road is referenced, the centre line of the road shall be the zone limit.

G. S. SHEET METAL**COLLECTIVE AGREEMENT: May 1, 2015 – April 30, 2018****SCHEDULE "C"****TOOL LIST**

| | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | Journey person |
|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|---------------------------|
| Bull Dog Snips (Shop) | | | X | X | X | X |
| Pattern Snips | | X | X | X | X | X |
| Left Aviation Snips | X | X | X | X | X | X |
| Right Aviation Snips | X | X | X | X | X | X |
| Scratch Awl | X | X | X | X | X | X |
| Folding Pliers or Vise Grip Tongs | X | X | X | X | X | X |
| 8" Vise Grips | X | X | X | X | X | X |
| 8" Adjustable Wrench | X | X | X | X | X | X |
| Needle Nose Pliers c/w Side Cutters | X | X | X | X | X | X |
| Sheet Metal Hammer | X | X | X | X | X | X |
| Claw Hammer (Shop) | X | X | X | X | X | X |
| 8" Slot Screwdriver | X | X | X | X | X | X |
| 8" Red Screwdriver #2 | X | X | X | X | X | X |
| 8" Phillips Screwdriver | X | X | X | X | X | X |
| 25 ft. Tape Measure | X | X | X | X | X | X |
| Hacksaw | | | X | X | X | X |
| Pipe Crimpers | | | X | X | X | X |
| 10" Dividers | | | X | X | X | X |
| 10" Cold Chisel | | X | X | X | X | X |
| 12" Cold Chisel | X | X | X | X | X | X |
| 18" Bar Folder | X | X | X | X | X | X |
| Sledge Hammer 1½ - 2 Lb. | | | X | X | X | X |
| Complete Open/Closed End Wrenches | | | X | X | X | X |

G. S. SHEET METAL

COLLECTIVE AGREEMENT: May 1, 2015 – April 30, 2018

| | | | | | | |
|--|-----|-----|---|---|---|---|
| Complete Set of Socket Wrenches | | | X | X | X | X |
| Utility Knife | X | X | X | X | X | X |
| Small Level | | | X | X | X | X |
| Duct Stretcher | | | X | X | X | X |
| Trammel Points (Shop) | | | X | X | X | X |
| Caulk Line | | | X | X | X | X |
| Cordless Drill | *** | *** | X | X | X | X |
| Pop Rivet Gun (Shop) | | | X | X | X | X |
| Safety Harness | X | X | X | X | X | X |
| *** As required on individual basis upon recommendation of the Foreman (subject to approval by the Employer) | | | | | | |

LETTER OF UNDERSTANDING #1

Between

687412 ONTARIO LTD. C.O.B. AS
G. S. SHEET METAL

and

CONSTRUCTION WORKERS, LOCAL 6
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

LABOURER CLASSIFICATION

Whereas the parties agree that their mutual interests may be furthered by the addition of a labourer classification, they agree as follows:

1. A labourer may be used to complement the workforce, and shall not detract from the intent of the parties to train apprentices in the sheet metal trade. The content of this Letter of Agreement, its application and interpretation shall be subjected to this guiding principle foremost.
2. Except as amended herein, all other Collective Agreement provisions are applicable.
3. A labourer is to work with and under the supervision of a licensed journeyman, and works primarily in and out of the shop.
4. Acceptable duties include: form and assemble fillings; cut, notch and form duct; cut cleats, cut and form angle, hanger strap and channel inventory, clean shop and other general

G. S. SHEET METAL

COLLECTIVE AGREEMENT: May 1, 2015 – April 30, 2018

- duties as directed by the shop foreperson; load and unload materials or equipment at the shop or, from time to time, at the job site; occasionally make deliveries to the job site; assist in the moving and locating of product or equipment on the job site as may be needed from time to time on jobsites; perform cutting and patching of walls, ceilings, floors, etc. (but not of duct work and related materials) as may be directed by jobsite forepersons; and other similar duties.
5. Duties not included or intended in this letter (such duties are examples rather than an exhaustive list) are: layout and cut fittings in shop or on job site; any installation of duct, equipment, or related material on job site; direction or supervision of another employee (although in rare circumstances one labourer may provide direction to another or to a new apprentice); and any other duties inconsistent with the guiding principle described above, or inconsistent with the content of this Letter, with the Collective Agreement or with the relevant legislation.
 6. The apprentice tool requirement does not apply to labourers.
 7. Where it is desirable to offer an apprenticeship to a labourer, the Employer may exercise discretion regarding the specific arrangements, and advise the Union immediately of such change in status.
 8. The hourly wage rates are based on the journeyperson rates, and at minimum, shall be:

| | |
|----------------------|-----|
| 1 st Year | 40% |
| 2 nd Year | 45% |
| 3 rd Year | 50% |
| 4 th Year | 55% |

G. S. SHEET METAL

COLLECTIVE AGREEMENT: May 1, 2015 – April 30, 2018

5th Year 60%

The parties agree that no current labourers will have their wage decreased, but a new schedule will be adopted for new hires and year-over-year increases for current labourers.

9. In case of a need to reduce the workforce, labourers normally shall be laid off prior to journeypersons and apprentices, provided the journeyperson and apprentice has served his probation period. In case of a recall, laid off journeypersons and apprentices who have served their probation period normally shall be recalled before labourers. In all cases labourers will be laid off before journeymen and apprentices whose date of hire is earlier, and in all cases journeymen and apprentices will be recalled from layoff prior to labourers whose date of hire is later.

LETTER OF UNDERSTANDING #2

Between

687412 ONTARIO LTD. C.O.B. AS
G. S. SHEET METAL

and

CONSTRUCTION WORKERS, LOCAL 6
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

TRUCK DRIVER CLASSIFICATION

Whereas the parties agree that their mutual interests may be furthered by the addition of a truck driver classification, they agree as follows:

1. The terms and conditions for truck driver are as described in the collective agreement between the parties at Letter of Understanding #1 Re: Labourer Classification, except where amended as follows:

#8 - The hourly wage rates are based on the journeyperson rates, and at minimum, shall be:

| | |
|------|-----|
| Rate | 40% |
|------|-----|

LETTER OF UNDERSTANDING #3

Between

687412 ONTARIO LTD. C.O.B. AS
G. S. SHEET METAL

and

CONSTRUCTION WORKERS, LOCAL 6
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

ARTICLE 14 – TRAVEL TIME

The parties agree for the term of this Collective Agreement that travel time as outlined in Article 14 is paid for one-half of the round trip time traveling to and from job sites outside the zone from the edge of the zone (or a mutually agreed marshalling area).

This Letter of Understanding is effective for all new jobs started after May 1, 2015 and expires April 30, 2018.

LETTER OF UNDERSTANDING #4

Between

687412 ONTARIO LTD. C.O.B. AS

G. S. SHEET METAL

and

CONSTRUCTION WORKERS, LOCAL 6

affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

ARTICLE 16.07 – DESIGNATED SUBSTANCE

The parties agree for the term of this Collective Agreement that all work that triggers the designated substance premium as outlined in Article 16.07 may include, but is not limited to, hangar work, demo work, breach repair, drop locations, and capping of duct work (specifically at MUMC).

The parties agree to meet within two (2) months of the renewal of this Agreement to come to a mutually satisfactory agreement of the application of the premium as outlined in Article 16.07. Furthermore, the parties agree to meet upon one (1) calendar year of the renewal of this Agreement with the purpose to review the application and effectiveness of the language as it is outlined in Article 16.07.

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between
687412 ONTARIO LTD. C.O.B. AS
G. S. SHEET METAL

and
CONSTRUCTION WORKERS, LOCAL 6
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

The parties agree to abide by the four (4) Letters of Understanding contained herein.

DATED at _____, ON, this _____ day of _____, 20____

Signed on behalf of **G. S. SHEET METAL**

Per _____

Per _____

Signed on behalf of **LOCAL 6**

Per _____

Per _____

WE'RE COMMITTED TO YOU



Positive Work-Life

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



Champions of You

We make your voice heard. We lead positive change. And through it all, we keep you working.



Everyday Greatness

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

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CLAC BENEFITS

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