

**COLLECTIVE AGREEMENT**

This Agreement made this 15<sup>th</sup> day of June 2021

**BETWEEN:**

The Association of Commercial and Industrial Contractors of PEI, Sheet Metal Contractors Section, and each of its members as outlined under Appendix SD here, 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, 2024

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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 PEI (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:**

- 2.1 Article of this Agreement made and entered into between the Association of Commercial and Industrial Contractors of PEI, 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 PEI 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 recognize 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 recognized 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 handles, 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, and Parties to this Agreement and cannot be settled or adjusted to the satisfaction of all parties concerned, such a dispute may be immediately processed and 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 two (2) parts, namely Journeymen and Apprentices. Up-to-date list to be available within two hours of request.
- 6.4 When an employer requires workers, it shall contact the Union Business Agent and specify Journeymen or Apprentices. The employer will name the first choice from the out-of-work lists and the Union will name the second choice from the out-of-work list 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 jobsite must be a resident of Prince Edward Island. The third man on the job-site 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.
- 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 are sixty (60) dollars. 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, PO 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 It is agreed that Employees who are laid off or whose employment is terminated by the Employer for just cause or otherwise quits will receive their wages on the next regular pay date following their termination either by cheque or direct deposit. Employment Insurance Record of Employment are prepared electronically on the next regular pay date. Failing this, Employees shall be paid working time (in excess of two regular working days) at the current rate of wages applicable to regular working hours. It is agreed that employees who are laid off shall be given twenty-four (24) hours' notice of such lay-off, unless such lay-off occurs at the end of the work week, where the notice shall be two (2) hours.

8.2 The employer may post by mail to the employees' residence such items within the three (3) full working days of the time of lay-off or dismissal. Where payroll is made up at the job-site, 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 members 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 not be more than one (1) steward for each shop and each job-site. 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 (contractors and union reps) shall meet every three (3) months if there are issues to discuss, or more often if requested by either party.
- 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 job-site.
- 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 a period agreed upon by the parties and the arbitrator, of submission of the grievance to the arbitrator. The arbitrators' 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**

- 10.1 The following days shall be considered holidays:
- New Years Day
  - Labour Day
  - Islander Day
  - Thanksgiving Day
  - Good Friday
  - Remembrance Day
  - Victoria Day
  - Canada Day
  - Christmas Day
  - Boxing Day



10.2 If any of the holidays mention in Article 14.1 fall on a Saturday or Sunday, then the holiday shall be observed on the following Monday.

#### **Article 15: CLOTHING, SHELTER, TOOLS, EQUIPMENT AND SAFETY**

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.

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 SB. An employee shall be given sufficient time before quitting time for the purpose of picking up and storing tools.

15.3 Clothing

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, PPE, Safety Glasses, Hearing Protection, Welding Safety Gear, Safety Vests, Hardhats, Lanyard & Harness, Gloves.

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 and employers' 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, buy cheque or by direct deposit in the bank if mutually agreed by the employer and employees.

16.2 An earning 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 the employees' 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 is the amount of deductions for union dues and 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 per week or Monday to Thursday, ten (10) hour days. On a week where there is a statutory holiday on a Monday or a Friday, the max hours worked will be thirty-two (32) hours at four (4) eight (8) hour days. If mutually agreed, the work can remain at four (4) days at ten (10) hours a day at regular time.

17.2 Lunch break – employees shall be provided an unpaid lunch break of one half hour occurring at mid shift.

17.3 (i) Rest periods – 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 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 When circumstances make it necessary to work other than the regular hours (exclusive of overtime and holidays) and additional shifts are needed, rates are as follows: 2<sup>nd</sup> shift premium of 15% above regular rate of pay and 3<sup>rd</sup> shift premium of 18% above regular rate of pay.

#### **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.

**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. If working 5 x 8 days. Or after ten (10) hours work per day or forty (40) hours of work per week if working 4 x 10 days. 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**

22.2 Vacation pay shall be eleven percent (11%) of gross hourly earnings. The vacation pay is to be added weekly showing all deductions on the Employees weekly pay stub and remitted in the weekly pay.

22.3 The employee will be granted two (2) weeks' vacation per year. The employee has the option of a third week with the employers' consent. The vacation period and the time shall be arranged between the employer and employee concerned.

**Article 24: BEREAVEMENT LEAVE**

24.1 In the case of death of the father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grand-parents and grand-children 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 up to five (5) days will be granted. Pay for lost time will be a maximum of three (3) days. The last paid day will be the day of the funeral.

## **Article 25: APPRENTICES**

25.1 Each employer shall maintain the ratio as described by the Apprenticeship & Trades Qualifications Act of Prince Edward Island. However, when the local journeymen are working, the ratio shall be altered so local apprentices can be hired to supply the employers' workforce. Also, when local apprentices are working, the ratio shall be altered so local journeymen can be hired to supply the employers' workforce. The Union shall maintain a ratio of one apprentice to two (2) journeymen in its membership in Prince Edward Island.

25.2 Apprentices shall be paid the following percentage of the journeyman rate:

- First year apprentice (1 – 1800 hours) 55%
- Second year apprentice (1801 – 3600 hours) and first year of school successfully completed 65%
- Third year apprentice (3601 – 5400 hours) and second year of school successfully completed 75%
- Fourth year apprentice (5401 – 7200 hours) and third year of school successfully completed 85%
- Fifth year apprentice (7200 hours) and fourth year of school successfully completed 90%
- Certificate of qualification successfully completed 100%

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 job 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 on 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 and 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-ups with or without caps, or vans without properly attached seating are not considered as suitable transportation.

26.2 A free zone of fifty (50) km from the employees' principle residence to the shop or job site.

26.3 Payment to employees for travel beyond the established free zone shall be according to the formula below:

- 51 – 100 km: \$0.50 cents per km

26.4 Distance to be determined by Google Maps or Map Quest.

26.5 It is expressly understood and agreed that the 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) kms)

26.6 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 twenty (\$20) dollars per meal. Employees are required to present receipts for all meals.

26.7 Employees sent out of the free zone to work from hence they do 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.

26.8 Employees who are non-residents of PEI and are required to live away from home shall be paid one hundred ten (\$110.00) dollars per day on the signing of this Agreement. This allowance will increase as follows:

**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 foreman will receive the following hourly increase over the Journeymans' rate to supervise employees at work:

- \$3.25 per hour

28.2 Shop foreman as defined in Appendix SA shall receive the following hourly increase over the Journeymans' rate of pay when designated as such by the employer:

- \$3.25 per hour

## **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 in to the shop. This clause does not apply to tools broken as a result of misuse.

## **Article 30: TRUST FUND**

30.1 The employer and the Union confirm the establishment of the New Brunswick Sheet Metal Industry Employer Employee 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 the employer in accordance with the Trust Agreement.

30.1.1 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, establish 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.

30.1.2 Non-union employees employed under Article 6 of this Agreement are not entitled to any of the insured benefits or to participate in the Sheet Metal Workers Registered Retirement Savings Plan.

30.1.3 Employees do not have any interest in the trust fund or in monies contributed by them or an employer other than a union members' 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 three dollars and twelve cents (\$3.12) per hour worked under this collective agreement to the trust fund. From the three dollars and twelve cents (\$3.12) the trustees shall pay:
- i. Six cents (\$0.06) to the employer as a contribution to the Association of Commercial & Industrial Contractors of PEI 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 administrating the trust (including the education of the trustees with respect to their obligations as trustees). If further funds are required o maintain the present plan, such costs shall be deducted by the employer from each employees' hourly rate. The trustees shall give a thirty (30) day notice to the employer and employee of such increase in cost.
  - vi. 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 four dollars and ninety-two cents (\$4.92) per hour worked from his or her hourly rate to the trust fund. From the four dollars and ninety-two cents (\$4.92) the trustees shall pay:
- i. Four dollars (\$4.00) 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. Seventy-five cents (\$0.75) 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.
  - v. 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 costs if considered appropriate by the trustees) all contributions made for or on behalf of a member of an affiliated local who is performing work within the jurisdiction of the union and under the provisions of a collective agreement to the



trustees or administration of 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 Health & Wealth  
133 Prince William Street, Suite 605  
Saint John, NB E2K 1J5

and shall provide Belmont Health & Wealth with each employees 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: TERMS OF AGREEMENT**

31.1 This Agreement shall be effective from the date of signing and continues in force until February 28, 2024 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 PEI.

### **Article 34: ASSOCIATION MEMBERSHIP**

34.1 All employers as defined in this Agreement will become members and will maintain membership of 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**

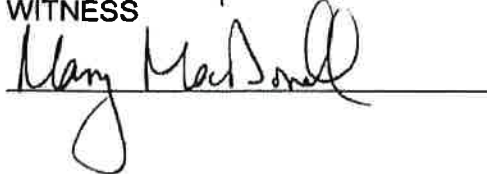
37.1 The employer shall not sub-contract or assign any of the work covered by this Agreement to any person, contractor or sub-contractor unless said person, contractor or sub-contractor is a party to this Agreement or is under Agreement to another affiliated local union of Sheet Metal Workers International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

**SIGNED AT CHARLOTTETOWN, PEI THIS 23 day of June 2021**

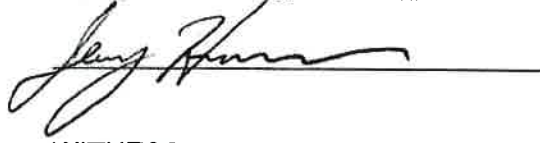
On behalf of the Association of  
Commercial & Industrial Contractors of  
PEI Sheet Metal Contractors Section

  
\_\_\_\_\_

WITNESS

  
\_\_\_\_\_

On behalf of Local 437 Sheet Metal  
Workers International Association

  
\_\_\_\_\_

WITNESS

\_\_\_\_\_

## **APPENDIX A**

### **INTERPRETATION**

**Association** means the Association of Commercial and Industrial Contractors of PEI 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 of the Sheet Metal Workers International Association.

## APPENDIX B

### TOOLS

Journeyman Sheet Metal Workers, parties to and recognized under this Agreement shall provide for themselves a toolbox and the following hand tools:

- 2 pair snips 18" and bull dog
- 2 tinner hammers
- 2 pair metal masters right and left
- 1 measuring tape 25'
- 3 assorted screw drivers (Robertson and Slotted)
- 1 crescent wrench 12"
- 1 cold chisel 12"
- 2 drift pints
- 1 center punch
- 2 sets allen wrenches
- 1 pair folding pliers
- 2 pair vice grips
- 1 scratch awl & scriber
- 1 set flat wrenches standard and metric
- 1 sheet metal hammer
- Drywall say
- Crimper
- Level
- Pliers
- Side cutters
- Socket set
- Utility knife
- Tool box or bag

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

- Steel tape pliers
- Tinnens hammers scriber
- Snips chisel
- Right & left hand aircraft snips vice grip pliers
- Screwdrivers, small, medium, large hacksaw
- Cresecent or adjustable wrench ear defenders (ear covers)

## **APPENDIX C**

### **ROOFING WORK**

#### **BETWEEN:**

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

Hereinafter call the Association

#### **AND**

Sheet Metal Workers International Association Local 437

Hereinafter call 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: June 23, 2021

To: Feb 28, 2022, Feb 28, 2023, Feb 28, 2024

- Rate per hour: \$31.93
- Vacation pay: 11% \$3.51
- Health & Welfare \$2.73
- Training Fund \$0.07
- Safety Training \$0.25
- Occupational Health & Institute \$0.01
- ACIC \$0.06
- Employee RPP February 28, 2022 \$0.80
- February 28, 2023 \$1.60

Total package on signing \$38.56  
February 28, 2022 \$39.36  
February 28, 2023 \$40.16

NOTE: The following is a summary of deductions that the employer will deduct from the employees' earnings for each hour worked.

From date of signing June 23, 2021 to Feb 28, 2022  
To Feb 28, 2023 to Feb 28, 2024

|                                     |        |        |
|-------------------------------------|--------|--------|
| Training \$0.07                     | \$0.07 | \$0.07 |
| Pension \$4.00                      |        |        |
| Union Administration Fund \$0.75    | \$0.75 | \$0.75 |
| Union Promotion Fund \$0.10         | \$0.10 | \$0.10 |
| Total of Employee Deductions \$4.92 | \$4.92 | \$4.92 |