

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

B E T W E E N:

ONTARIO SHEET METAL CONTRACTORS ASSOCIATION

(the “Association”)

- and -

ONTARIO SHEET METAL WORKERS’ CONFERENCE

(the “Union”)

WHEREAS the parties have engaged in collective bargaining for the renewal of the Provincial Collective Agreement, which expired on April 30, 2025;

AND WHEREAS the parties wish to resolve all of the outstanding issues between the parties;

NOW THEREFORE the parties agree as follows:

1. The term of the renewal collective agreement shall be from May 1, 2025 to April 30, 2028.
2. The Agreed items shall be those items as attached hereto as “**Schedule A - Agreed Items**”.
3. The agreed terms and conditions are effective May 4, 2025. All agreed to items are retroactive in nature to May 4, 2025.
4. Any proposals not specifically referenced in the attached agreed items and this Memorandum of Agreement shall be considered withdrawn and/or abandoned.
5. Unless specifically noted in this Memorandum or the attached “Schedule A - Agreed Items,” all terms and conditions of the Collective Agreement will be unchanged.
6. The Union and the Association irrevocably agree to refer the following remaining matters in dispute between them to an interest arbitration hearing, to be chaired by any of the following (depending on their availability of the arbitrators and counsel) Eli Gedalof; Bernard Fishbein; Lindsay Lawrence or Diane Gee.
 - (a) Article 25.4 – Overtime (Hours Worked v. Hours Earned on Pension and Benefits)
 - (b) Increases to the Total Package on an Hourly Basis

(c) Regional Allowance for Appendix K

7. In addition to the items set out in paragraph 6, the parties agree that they will continue to discuss the Application of the Sheet Metal ICI Collective Agreement to the Residential Sector of the Construction Industry but such discussions will not be referred to interest arbitration.
8. The parties agree that the Arbitrator can act as a Mediator and in doing will retain jurisdiction to act as Arbitrator without any challenge by either of the parties;
9. The parties further agree that all monetary agreements made in either mediation or determined by arbitration will be retroactive to May 4, 2025;
10. The parties agree to establish a timetable (at the very earliest opportunity) to expedite the mediation and interest arbitration (if necessary) once an Arbitrator has agreed to assume jurisdiction under this agreement.
11. The costs of the Interest Arbitration shall be borne equally by the parties.

Signed this 16th day of May, 2025 at Toronto, Ontario.

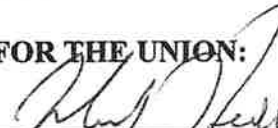
FOR THE EMPLOYER:

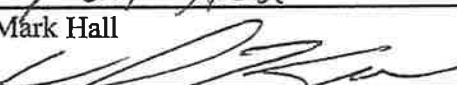



Tony Morganelli

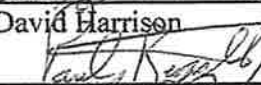

Aimee Eden

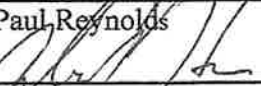
FOR THE UNION:





Mark Hall


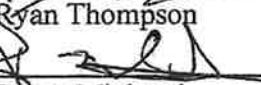
Daniel Krupa


David Harrison


Paul Reynolds


Bill Hunt


Brent James


Ryan Thompson


Roger Michaud

Jason Addison

Rob Weiler

**ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION**

and

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
AND ONTARIO SHEET METAL
WORKERS' CONFERENCE**

for

Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562

MEMORANDUM OF AGREEMENT

May 16, 2025

BODY of AGREEMENT

May 1, 2025 – April 30, 2028

MEMORANDUM OF AGREEMENT

BETWEEN:

ONTARIO SHEET METAL CONTRACTORS ASSOCIATION

("OSMCA")

-and-

**SHEET METAL WORKERS INTERNATIONAL ASSOCIATION AND ONTARIO
SHEET METAL WORKERS' CONFERENCE**

for

Locals 30, 47, 235, 269, 397, 473, 504, 537 and 562

("OSMWRC")

The OSMCA and OSMWRC agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

BODY OF THE AGREEMENT

Miscellaneous.

The Body of Agreement and all appendices shall be amended where applicable to adopt gender neutral language.

Renew Letter of Understanding **Resolution 78.**

Renew Automotive Letter Of Understanding for period of May 1, 2025 to April 30, 2028.

Miscellaneous

Renew all Work Ready Safety Training LOU's.

March 3, 2025 – OSM - to be discussed locally

ARTICLE 1 – STRUCTURE OF COLLECTIVE AGREEMENT

Amend Article 1.1 Add

Appendix “P” – Test and Balance

May 15, 2025 - OSM - Agreed

Article 18 – Apprentices

This is a package proposal for Apprentice Ratio and Wage Percentages. If OSMCA will agree to increase the percentage total package for apprentices as part of a new 18.10, the Union will agree to increase the Journeyman to Apprentice ratio set out below.

Amend 18.5 The ratio of apprentices to journeymen shall be as follows:

Journeypersons	Apprentices
1	1
2	2
3	3
4	3
5	4
6	4
7	5
8	5
9	5
10	6
11	6
12	6
13	7

14	7
15	8
16	8
17	9
18	9

Add NEW 18.10 and Remove Corresponding reference to Apprentice Rates of Compensation in Clause 3 and 15 of the Local Union Appendices except in Appendices that already exceed the percentages set out below.

18.10

Hourly rates for apprentices shall be calculated using the following percentages of the journeyperson's hourly rate:

Classification	
First Year	50%
Second Year	55%
Third Year	60%
Fourth Year	70%
Fifth Year	80%

Add to Article 21.5

For projects that do not exceed 14 calendar days, any three (3) members, one of whom may be a registered apprentice sent by an employer to work on a project in the territorial jurisdiction of another local **union** shall be permitted to work without interference from any local union, providing they comply with the terms and provisions of the local union to whose are they are reporting.

May 8, 2025 – The Union is agreeable to the above non-struck counter proposal (mobility), with the above correction, **AND** under the explicit understanding that the three members sent must come from the Employer's home local.

Article 20 – Tools

20.1 (a) All journeymen sheet metal workers and apprentices shall provide themselves with a lockable toolbox and the full complement of tools as set out below. This does not include probationary apprentices.

[List of tools to remain the same]

(b) All journeymen sheet metal workers and apprentices work shall provide themselves with a lockable toolbox and the full complement of tools as set out in (a) and (b) below when performing architectural sheet metal work. This does not include probationary apprentices.

May 5, 2025 – proposed language amendment

Name	Term of Apprenticeship					Journey person	
	1	2	3	4	5	JP	OSMWRC Response
1 – Utility knife	x	x	x	x	x	x	YES
1 – Claw hammer	x	x	x	x	x	x	YES
1 – 12" to 16" ruler	x	x	x	x	x	x	YES
1 – Set square	x	x	x	x	x	x	YES
1 – Plastic or nylon hammer		x	x	x	x	x	YES
1 – 90 degree tongs			x	x	x	x	YES
1 – Large straight snips	x	x	x	x	x	x	YES
1 – Blue Bar/ Pry Bar		x	x	x	x	x	YES
1 – Small flat bar	x	x	x	x	x	x	YES
1 – Stubai Deep-throat Seaming pliers			x	x	x	x	NO
1 – Needle nose pliers or Stubai lap joint rounded nose pliers			x	x	x	x	YES

Article 30 – LOST TIME DUE TO INJURY


Amend – housekeeping

Delete the words “Worker’s Compensation Board” in **Article 30.2** and replace with the words
“Workplace Safety & Insurance Board”

Delete the words “Workers’ Compensation Commission” in **Article 30.3** and replace with the words
“Workplace Safety & Insurance Board”

16TH 
DATED at MISSISSAUGA this 15th day of May, 2025

For OSMWRC



Mark Hall, Business Manager

For OSMCA



Tony Morganelli, Executive Director

**ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION**

and

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
AND ONTARIO SHEET METAL
WORKERS' CONFERENCE**

for

Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562

MEMORANDUM OF AGREEMENT

May 16, 2025

APPENDIX "A"
ARCHITECTURAL PANELS, SHEETING / DECKING

May 1, 2025 – April 30, 2028

MEMORANDUM OF AGREEMENT

ONTARIO SHEET METAL WORKERS AND ROOFERS' CONFERENCE AND SHEET
METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNIONS 30, 47, 235, 269,
397, 473, 504, 537 and 562

(the "Union")

-and-

ONTARIO SHEET METAL CONTRACTORS' ASSOCIATION

("OSMCA")

OSMCA and the Union agree to the following for amendments and renewal to Appendix "A" of the Sheet Metal ICI Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "A"

TITLE

Appendix "A" - "Architectural Panels, Sheeting/Decking"

CLAUSE 3 – TRAINING AND CLASSIFICATIONS

Amend as follows:

3.2.1 PROBATIONARY EMPLOYEE

A worker with no previous experience to the completion of the first 1800 hours of employment, shall be classified a Probationary Employee.

At the conclusion of the probationary period the employee shall become a Material Handler #1 or **their** employment **will** be terminated.

3.2.2 MATERIAL HANDLER #1

A worker who has worked as a Probationary Employee. Except as set out below a Material Handler #1 shall be restricted to the handling of material, on the ground or on a roof. When being trained to advance to the classification of Material Handler #2, a Material Handler #1 can be assigned work on swing stages, scaffolding or from structural framework only when working with and under the direct supervision of a Sheeter/Decker or Sheeter/Decker Assistant. At the completion of 1200 hours of employment, they shall be classified as a Material Handler #2.

3.2.3 SHEETER/DECKER ASSISTANT

A worker who has progressed through the above classifications who is capable and willing to work from swing stages, scaffolding and from structural framework.

Remove parentheses (or lower classifications from the 2016-2019 Collective Agreement).

3.2.4 SHEETER/DECKER

A worker who has progressed through the above classifications who is capable of performing the duties required of him.

Remove parentheses (or lower classifications from the 2016-2019 Collective Agreement).

Amend

CLAUSE 7.4 – HIRING PROCEDURE

7.4 As permitted under Section 8, s. 163.5(7) of the Labour Relations Act, S.O. 1995, c.1 as amended by Bill 69, the Ontario Sheet Metal Workers' and Roofers' Conference, Sheet Metal Workers' International Association and the Ontario Sheet Metal Contractors Association agree that an employer bound to the collective agreement may not make the election under s. 163.5(1) of the Labour Relations Act, S.O. 1995, c.1 as amended by Bill 69. Notwithstanding Articles 7.1 to 7.3 inclusive, a maximum of eight (8) duly qualified members (from any local union bound to this collective agreement) sent by an employer to work on a project in the territorial jurisdiction of another local union shall be permitted to work without interference from any local union, for such period as the employer may require them to do so providing they comply with the terms and provisions of the local union to whose area they are reporting. It is agreed that one of these three members sent will be classified as a foreman. The fourth member may only be sent after the hiring of

one (1) local union member. The fifth member may only be sent after the hiring of a 2nd local union member. The sixth member may only be sent after the hiring of a 3rd local union member. The seventh member may only be sent after the hiring of a 4th local union member. The eighth member may only be sent after the hiring of a 5th local union member. No employer shall subcontract work within its contract so as to increase the number of qualified members working on a project in the territorial jurisdiction of another local union.

CLAUSE 15

Revise 15.5 & 15.6 to delete reference to TORONTO AREA

~~15.5 TORONTO AREA:~~

Regional Allowance:

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Regional allowance does not attract vacation pay. For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, regional allowance shall be considered part of the gross wage/total package rate.

~~15.6 TORONTO AREA:~~

Work Ready Allowance:

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Work Ready Allowance does not attract vacation pay. For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, work ready allowance shall be considered part of the gross wage/total package rate.

All other Proposals to the SCHEDULE OF MONETARY CONDITIONS in Appendices "B", "C", "D", "E", "G", "H&I", "J", "K", "L", "M" shall apply to Appendix "A".

15.2 The Sheeter/Decker Assistants, Material Handlers and Probationary Employees will have their total package remuneration determined by adding to their total package remuneration in effect at the expiry of the previous Agreement a percentage of the amount of increase in the total package for the Sheeter/Decker.

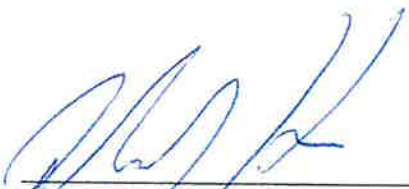
APPENDIX	SHEETER/ DECKER ASSISTANT	MATERIAL HANDLER #2	MATERIAL HANDLER #1	PROBATIONARY EMPLOYEE
"B" HAMILTON) BRANTFORD) NIAGARA)	93.66%	70%	55%	40%
"C" KINGSTON	80%	70%	55%	40%
"D" LONDON	80%	70%	55%	40%
"E" OTTAWA	80%	70%	55%	40%
"G" SARNIA	80%	70%	55%	40%
"H" SAULT STE. MARIE	87.77%	70%	55%	40%
"I" SUDBURY	87.84%	70%	55%	40%
"J" THUNDER BAY	91.62%	70%	55%	40%
"K" TORONTO (Including Barrie Area and Peterborough Area)	88.52%	70%	55%	40%
"L" WATERLOO WELLINGTON	80%	70%	55%	40%
"M" WINDSOR	92.92%	70%	55%	40%
CHATHAM	80%	70%	55%	40%

CLAUSE 21 – TOOLS

Tool	QTY	Probi	MH#1	MH#2	S/D Assistant	Sheeter/Decker
Standard Pilers	1		x	x	x	x
Slotted Screw Driver	1		x	x	x	x
Hammer	1		x	x	x	x
Vice Grip	1		x	x	x	x
Vice Grip "C" clamps	1		x	x	x	x
Robertson Screw Driver - Green	1				x	x
Robertson Screw Driver – Red	1				x	x
Robertson Screw Driver - Black	1				x	x
Aircraft Snips R.H.	1		x	x	x	x
Aircraft Snips L.H.	1		x	x	x	x
Folding tongs	1				x	x
12" Divider	1				x	x
Chalkline	1				x	x
Hacksaw Frame	1				x	x
50 Foot Tape	1				x	x
Combination Square	1				x	x
Torpedo Level	1				x	x
Olfa Knife	1	x	x	x	x	x
Rubber Mallet	1				x	x
25' Tape (metric/imperial)	1	x	x	x	x	x
6" Needle Nose locking pliers	1				x	x
Glazing Bar	1		x	x	x	x

DATED at MISSISSAUGA MAY 5, 2025

For OSMWRC



Mark Hall, Business Manager

For OSMCA



Tony Morganelli, Executive Director

LETTER OF UNDERSTANDING

BETWEEN:

Ontario Sheet Metal Workers' And Roofers' Conference
(The "Union")

-AND-

Ontario Sheet Metal Contractors' Association
(The "Employers")

APPENDIX "A" SHEETING AND DECKING

Training Development and Delivery

WHEREAS the Union and the Employer previously agreed to developing Training Delivery for workers employed under the terms and conditions of Appendix "A".

WHEREAS the Union and the Employers both agree that a training program for work performed under Appendix "A" should be developed at the earliest opportunity.

AND WHEREAS the Union and the Employers agree that the Classifications set out in Clause 3 of Appendix "A" should be supported in a recognized training program.

AND WHEREAS the Union's parent union SMART and the Ontario Sheet Metal Workers' Training Centre have developed building envelope training programs that can be implemented throughout Ontario for workers employed under the terms and conditions of Appendix "A".

AND WHEREAS an Ontario provincial training program will need to be developed with the assistance and agreement of the Trustees of the Sheet Metal Provincial Training Trust Fund (the "PTTF") and cannot be finalized without the agreement of the PTTF.

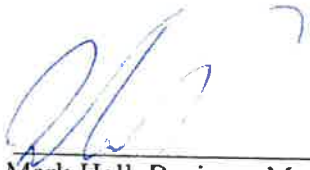
AND WHEREAS Clause 3 of Appendix "A" states that training will be carried out on the job by the Employers. The Union and the Employers agree as follows:

1. A joint committee made up of representatives of the Employers and the Union will be formed no later than July 1, 2025. At least one representative for the Employers and one representative of the Union will be employed in the siding and decking construction industry;
2. Ongoing training programs for classifications under Appendix "A" will be developed.
3. The committee will ensure that all training programs can be delivered throughout Ontario and that all programs to train newly hired and probationary employees can be delivered in the geographic jurisdictions of the Local Unions;

4. Programs developed shall be managed and delivered by a Local Joint Sheeting and Decking Committee (LJSDC). The LJSDC shall be comprised of employer representatives and local union representative and the committee shall operate consistent to Article 16 of the Body of the Agreement.
5. Sheeting and Decking classifications shall complete all programs mandated by the LJSDC and adhere to the obligations to attend training in accordance with Articles 18.2, 18.3 and 18.4.
6. Prior to August 1, 2025, the committee will meet with the Trustees / representatives of the PTTF to propose an agreement to develop an ongoing training program. This agreement will propose that the PTTF undertake to assist with the development of and implement the committee's proposed training program;
7. By no later than January 1, 2026, the committee will meet to finalize a draft training program that will be implemented across the province by May 1, 2026.
8. As necessary, Local Unions will establish a Local Union Training Committee for Probationary Employees. All training organized by the Local Union Training Committee will be in addition to training carried out on the job by the employer as set out in Clause 3.1 of this Appendix.

DATED at MISSISSAUGA MAY 5, 2025

For OSMWRC



Mark Hall, Business Manager

For OSMCA



Tony Morganelli, Executive Director

LETTER OF UNDERSTANDING

BETWEEN:

Ontario Sheet Metal Workers' And Roofers' Conference

(The "Union")

-AND-

Ontario Sheet Metal Contractors' Association

(The "Employers")

APPENDIX "A"

Evaluation and Promotion of Material Handler #2 to Sheeter/ Decker Assistant

WHEREAS the Union and the Employers signed a Letter of Understanding, dated March 29, 2022 regarding the authorization of a joint committee of Employer and Union representatives to establish a training program for members of the Union employed under the terms and conditions of Appendix "A";

AND WHEREAS the Union and the Employers both agree that a process needs to be established as part of the training program to evaluate the progression and promotion of employees from the Material Handler# 2 classification to the Sheeter/Decker Assistant classification.

The Union and the Employer agree as follows:

1. The joint committee established and authorized under the Letter of Understanding dated March 29, 2022 to develop a recognized training program for members of the Union working under the terms and conditions of Appendix "A" will also establish a program for the evaluation and promotion of Material Handler #2 employees to Sheeter/Decker Assistant.
2. It is agreed that the program that will be established for the evaluation and promotion of Material Handler #2 to Sheet/Decker Assistant will include the requirement that no more than 1200 hours of employment will be necessary to be considered as part of the promotion process.

3. It is further understood and agreed that the completion of 1200 hours of employment as Material Handler #2 will not guarantee the promotion to Sheeter/Decker Assistant but will be a necessary consideration as part of the evaluation and promotion process that the joint committee will utilize when making its determinations.

DATED at TORONTO, May 5, 2025.

For OSMWRC



Mark Hall, Business Manager

For OSMCA



Tony Morganelli, Executive Director

**ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION**

and

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
AND ONTARIO SHEET METAL
WORKERS' CONFERENCE**

for

Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562

MEMORANDUM OF AGREEMENT

May 16, 2025

**APPENDIX "P"
TEST and BALANCE**

May 1, 2025 – April 30, 2028

MEMORANDUM OF AGREEMENT

ONTARIO SHEET METAL WORKERS AND ROOFERS' CONFERENCE AND
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNIONS
30, 47, 235, 269, 397, 473, 504, 537 and 562

(the "Union")

-and-

ONTARIO SHEET METAL CONTRACTORS' ASSOCIATION

("OSMCA")

OSMCA and the Union agree to the following for inclusion as Appendix "P" of the Sheet Metal ICI
Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "P" – TEST AND BALANCE

BODY OF AGREEMENT

Add the following as one of the appendices in the Index:

"P Test and Balance"

ARTICLE 1 – STRUCTURE OF COLLECTIVE AGREEMENT

Add "Appendix "P" – Test and Balance" to the list of appendices in Article 1.1

Add the words "and the terms and conditions of Appendix "P", Test and Balance" directly
after the words "Sheeting and Decking" in Article 1.3

APPENDIX "P" – TEST AND BALANCE

Preamble

This Appendix applies to test and balance (TAB) technicians who are not certified journeypersons or registered apprentices. Nothing in this Appendix applies to journeypersons and apprentices who perform test and balance work in the course of their daily duties as sheet metal workers. Any employee who at the time of the adoption of this Appendix performs test and balance work who is not a certified journeyperson or registered apprentice shall be grandfathered at their current wages (including the rate of trust fund contributions remitted on their behalf) at a minimum, plus all negotiated wage increases, and shall not suffer any loss of wages or any loss of total compensation received from an employer as a result of the adoption of this Appendix. Within ninety (90) days of the adoption of this Appendix any such employee shall be assigned a TAB Technician classification by the Local Joint Test and Balance Committee based on their level of experience, hours worked and skills set, and they shall thereafter progress in classification, if applicable, per Clause 3.3 below. Thereafter, the Local Joint Test and Balance Committee shall serve as a forum for discussing issues related to the test and balance industry and shall meet as often as practicable for such purpose.

CLAUSE 1 – GEOGRAPHIC SCOPE

The geographic scope of this appendix is: The Province of Ontario

CLAUSE 2 – APPRENTICESHIP COMMITTEE – LOCAL

Not applicable

CLAUSE 3 – TRAINING AND CLASSIFICATIONS

3.1 Training will be carried out on the job by the employer.

3.2 TAB Technicians shall attend in-class training as prescribed by the Ontario Sheet Metal Contractors Association Air Balance Council. Local Joint Test and Balance Committees shall also be established in each local geographic area. Each such committee shall be composed of equal numbers of representatives from area test and balance employers and representatives from the local union. The purpose and function of the Local Joint Test and Balance Committees shall be as set out in the preamble to this Appendix.

3.3 CLASSIFICATIONS

There shall be five classifications of test and balance technicians.

TAB Technician I

A person with no previous testing and balancing experience to the completion of 2000 hours of on-the-job and/or in-class training shall be classified as a TAB Technician I.

TAB Technician II

A test and balance technician who has completed the on-the-job and/or in-class training of a TAB Technician I. A TAB Technician II shall complete a combined total of 2000 hours of on-the-job and in-class training and pass the Ontario Sheet Metal Contractors Association Air Balance Council Test and Balance Basic Test before being promoted to a TAB Technician III.

TAB Technician III

A test and balance technician who has completed the on-the-job and/or in-class training of a TAB Technician II. A TAB Technician III shall complete a combined total of 2000 hours of on-the-job and in-class training and pass the Ontario Sheet Metal Contractors Association Air Balance Council Test and Balance Intermediate Test before being promoted to a TAB Technician IV.

TAB Technician IV

A test and balance technician who has completed the on-the-job and/or in-class training of a TAB Technician III. A TAB Technician IV shall complete a combined total of 2000 hours of on-the-job and in-class training and pass the Ontario Sheet Metal Contractors Association Air Balance Council Test and Balance Advanced Test before being promoted to a TAB Technician V.

TAB Technician V

A test and balance technician who has completed the training and testing requirements of a TAB Technician IV. This classification shall also include an employee who at the time of the inclusion of this Appendix was receiving an hourly wage rate that was equal to or more than 85% of the journeyperson hourly rate of pay.

CLAUSE 4 – STEWARDS

- 4.1** The local union may appoint a steward for each employer. To be appointed steward an employee must be either a TAB Technician IV or a TAB Technician V and must also have completed a minimum of 21 calendar days' service with

the employer immediately prior to such appointment, unless by mutual consent either or both of these conditions are waived.

- 4.2 When required, the steward will assist in adjusting differences which arise out of the interpretation or application of the provisions of this Agreement.
- 4.3 The steward shall not unduly absent himself or herself from their regular work to investigate any complaints or alleged violations of this Agreement.
- 4.4 The steward shall be given the same consideration as any other employee with respect to being laid off, transferred or discharged, provided that the lay off, transfer or discharge is not the result of executing their duties and responsibilities as steward, and in no case may a steward be laid off, transferred or discharged without prior notification to the business manager or business representative of the local union.

CLAUSE 5 – FOREMEN

- 5.1 The employer has the exclusive right to appoint a foreman to the premium rate set out in the wage schedule and revert a foreman to their TAB Technician classification hourly rate, at the employer's sole discretion.
- 5.2 A foreman is required to be appointed when six (6) or more employees are employed on the same job site.

CLAUSE 6 – SENIOR JOURNEYMEN

Not Applicable

CLAUSE 7 – HIRING PROCEDURE

- 7.1 Whenever after reasonable notice (48 hours) excluding Saturdays, Sundays and Holidays, the local union is unable to furnish a sufficient number of such duly qualified test and balance members to meet the requirements of the employer, then the employer may secure such additional qualified test and balance technician classifications from other sources as may be necessary, it being understood that they shall comply with the requirements of the Union and thus become covered by the terms of this Agreement.

7.2 When an employee first reports to work with an employer, he or she shall give to the employer or his representative the following documents:

- Social Insurance Number
- Referral Slip
- Union Check-off (Dues Deductions)
- Authorization Form (where applicable)

7.3 The Union agrees to supply qualified Test and Balance members only to employers who are covered by this Agreement.

7.4 As permitted under Section 8, s. 163.5(7) of the Labour Relations Act, S.O. 1995, c.1 as amended by Bill 69, the Ontario Sheet Metal Workers' and Roofers' Conference, Sheet Metal Workers' International Association and the Ontario Sheet Metal Contractors Association agree that an employer bound to the collective agreement may not make the election under s. 163.5(1) of the Labour Relations Act, S.O. 1995, c.1 as amended by Bill 69. Notwithstanding Clause 7.1 above, a maximum of eight (8) duly qualified members (from any local union bound to this collective agreement) sent by an employer to work on a project in the territorial jurisdiction of another local union shall be permitted to work without interference from any local union, for such period as the employer may require them to do so providing they comply with the terms and provisions of the local union to whose area they are reporting. No employer shall subcontract work within its contract so as to increase the number of qualified members working on a project in the territorial jurisdiction of another local union. The maximum number of duly qualified members sent to work on a project in the territorial jurisdiction of another local union may be exceeded only to the extent that the local union in whose area the work is being performed is unable to supply duly qualified members for the project within 48 hours.

CLAUSE 8 – LAY-OFF PROCEDURE

Refer to Article 22 Body of Agreement and Clause 8 applicable Local Appendix.

CLAUSE 9 – IN-PLANT WORK – MAINTENANCE

Refer to Clause 9 applicable Local Appendix.

CLAUSE 10 – HOURS OF WORK

Refer to Article 24 Body of Agreement.

10.1 The regular work week shall consist of not more than the hours agreed for the various areas as follows:

Area	L.U.	Hours
Hamilton, Brantford and Niagara 8 hours per day Monday to Friday	537	40
Kingston 8 hours per day Monday to Thursday and 4 hours on Friday or 9 hours per day Monday to Thursday	269	36
London 9 hours per day Monday to Thursday or 9 hours per day Tuesday to Friday Refer to Clause 10.2 of Appendix D	473	36
Ottawa 8 hours per day Monday to Thursday and 4 hours on Friday or 9 hours per day Monday to Thursday	47	36
Sarnia 8 hours per day Monday to Thursday and 4 hours on Friday or 9 hours per day Monday to Thursday or 9 hours per day Tuesday to Friday	235	36

Area	L.U.	Hours
Sault St. Marie 8 hours per day Monday to Friday	504	40
Sudbury 8 hours per day Monday to Thursday and 4 hours on Friday or 9 hours per day Monday to Thursday or 9 hours per day Tuesday to Friday	504	36
Thunder Bay 8 hours per day Monday to Friday Refer to Clause 10.6 of Appendix J	397	40
Toronto, including Barrie/Peterborough 8 hours per day Monday to Thursday and 5.5 hours on Friday or 9.5 hours per day Monday to Wednesday and 9 hours on Thursday	30	37.5
Waterloo-Wellington 8 hours per day Monday to Friday	562	40
Windsor, including Chatham 8 hours per day Monday to Friday Refer to Clause 10.4 of Appendix M	235	40

- 10.2** The regular starting and quitting times shall be between 6:30 am and 5:30 pm. These regular starting and quitting times or regular weekly hours set out in Clause 10.1 above may be changed to a period mutually agreed to by the employer and the local union office where job location and/or circumstances require scheduling of different starting and end of day times. All full-time or part-time labour performed during these hours shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement.

10.3 Sudbury Only

When working on a nine-hour day schedule and a statutory holiday as set out in this agreement occurs during that schedule, the work week shall be changed to allow for a four-day work week.

- 10.4** No employee shall work more than 12 hours in one twenty-four hour period except on work of an emergency nature.

CLAUSE 11 – WORK BREAKS

Refer to Clause 11 applicable Local Appendix.

CLAUSE 12 – SHIFT WORK

Refer to Clause 12 applicable Local Appendix.

- 12.1** The hourly premium for shift work shall be as set out in the applicable Wage Schedules.

- 12.2** Refer to Clause 15.2 when the shift work premium is stipulated to be paid at the appropriate percentage for test and balance classifications.

- 12.3** For all other terms and conditions refer to Clause 12 of applicable local appendix. For the purpose of interpreting and applying the provisions of Clause 12 of any local appendix, the regular hours of work shall be deemed to be as set out in Clause 10 above.

CLAUSE 13 – OVERTIME

Refer to Article 25 Body of Agreement and Clause 13 applicable Local Appendix.

CLAUSE 14 – SHOW-UP TIME

- 14.1** Employees directed by the employer, or by the local union at the request of the employer, to report for work and are not placed at work shall be paid for three hours at that employee's established hourly rate plus any applicable payments including travelling and/or board allowance.

- 14.2** If reporting time occurs during Saturdays, Sundays, Holidays or overtime hours, then the overtime hourly rates shall apply. When show up time is paid, the employees may be required to remain at the job site to do whatever work may be available for the period paid.

CLAUSE 15 – WAGES

Refer to Article 27 Body of the Agreement and Clause 15 applicable Local Appendix.

- 15.1** Wage Schedules for the various classifications and the various geographic areas covered by this Agreement are attached to this and form a part hereof.
- 15.2** The applicable percentages for the various classifications and geographic areas shall be the following percentages of a journeyperson's total package rate in the applicable local union appendices' wage schedules:

ALL AREAS effective May 1, 2025

<u>TAB</u> <u>TECHNICIAN V</u>	<u>TAB</u> <u>TECHNICIAN IV</u>	<u>TAB</u> <u>TECHNICIAN</u> <u>III</u>	<u>TAB</u> <u>TECHNICIAN</u> <u>II</u>	<u>TAB</u> <u>TECHNICIAN I</u>
<u>85%</u>	<u>70%</u>	<u>65%</u>	<u>60%</u>	<u>50%</u>

15.3 TAB Technicians shall receive wages and any applicable travel and board paid by the employer for in-class training pertaining to Clause 3.2.

15.4 Should the established benefits change after the signing of this agreement, then an adjustment will be made to the hourly rate. The total wage package will not be changed.

15.5 TORONTO (including Barrie/Peterborough) and OTTAWA AREAS:

Regional Allowance:

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Regional Allowance does not attract vacation pay.

For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, regional allowance shall be considered part of the gross wage/total package rate.

15.6 BRANTFORD-HAMILTON-NIAGARA, LONDON, OTTAWA, THUNDER BAY, TORONTO (including Barrie/Peterborough), and WATERLOO-WELLINGTON AREAS:

Safety/Work Ready Allowance:

Paid on hours worked to all classifications as set out in the applicable schedule of Monetary Conditions. Work Ready Allowance does not attract vacation pay.

For the purposes of determining higher gross wages or total package rates as it relates to Article 28 only, work ready allowance shall be considered part of the gross wage/total package rate.

CLAUSE 16 – VACATION AND HOLIDAY PAY

Refer to Article 31 Body of Agreement and Clause 16 applicable Local Appendix

CLAUSE 17 – TRAVEL AND BOARD

Refer to Clause 17 applicable Local Appendix.

- 17.1** Notwithstanding anything to the contrary in any local appendix, the Employer may request that an employee transport instruments, company tools and balancing equipment in an employee's personal vehicle. In such case, an employee shall be paid Travel Allowance per kilometre (CRA maximum) for such use during the working day, as well as from home to job at starting time and from job to home at quitting time.
- 17.2** All other terms and conditions regarding Travel and Board shall be as set out in Clause 17 of the applicable Local Appendix. For clarity, and without limiting any other entitlements as set out in Clause 17 of the various local appendices, it is understood that an employee is entitled to their hourly wages for travelling during the working day.

CLAUSE 18 – TRUST FUNDS

Refer to Articles 33, 34, and 35 Body of Agreement and Clause 18 of applicable Local Appendix.

CLAUSE 19 – TRADE JURISDICTION

Refer to Article 29 Body of Agreement

- 19.1** The provisions of this Appendix shall apply to employees who are not certified journeypersons or registered apprentices and who are engaged in testing and balancing of air distribution systems, testing and balancing of hydronic systems, verifying control systems, sound testing, vibration testing, drilling holes in ductwork and installing test port covers, adjusting and installing sheaves and pulleys and belts, the taking of amperage and voltage on motors and pumps, verification of air and hydronic systems.

CLAUSE 20 – DUES DEDUCTIONS

Refer to Clause 20 applicable Local Appendix.

CLAUSE 21 – TOOLS

21.1 Employees shall provide themselves with and have in their possession on the job a lockable toolbox and the following hand tools:

- 1 25 foot tape (combination imperial/metric)
- 1 Large, medium and small slot screwdrivers
- 1 Regular Phillips screwdriver - #2
- 1 Robertson screwdrivers - #1, #2, #3
- 1 Set of Small Controls Screwdrivers
- 1 Small and large locking pliers (Vice Grip)
- 1 12" Channel Locks
- 1 Calipers
- 1 10" and 6" crescent wrenches
- 1 Set of Nut Drivers 1/4, 5/16, 3/8, 7/16, 1/2"
- 1 Drive and Socket set SAE 1/4" to 1" and Metric 5mm to 25mm
- 1 Set of open-ended wrenches – 1/4 to 1"
- 1 Set on Allen Keys (SAE & Metric)
- 1 Brass Hammer or rubber mallet
- 1 Utility Knife
- 1 Flashlight
- 1 Mirror
- 1 Mechanical Pencil
- 1 Calculator

Notwithstanding the above, a TAB Technician I shall only be required to provide a 25-foot Tape Measure, Flashlight, Mechanical Pencil and Calculator.

21.2 Additional conditions regarding tools shall be as set out in Article 20, Body of Agreement.

CLAUSE 22 – POLICY STATEMENTS

Local 30 Area only. Refer to Clause 21 Appendix K.

NOTE ON WAGE SCHEDULES

Wages Schedules (Schedules of Monetary Conditions) for each local union shall be formatted in a manner similar to the pre-existing Wage Schedules applicable to the various local union appendices. These Wage Schedules shall incorporate the applicable percentages agreed upon in Clause 15, as well as the trust fund contributions, dues, allowances, premiums and other relevant amounts applicable to the various local union appendices (negotiated wage increases shall also be incorporated).

DATED at TORONTO, ^{MAY 15, 2025} ~~May 6, 2025~~ 

For OSMWRC

For OSMCA



Mark Hall, Business Manager



Tony Morganelli, Executive Director

LETTER OF UNDERSTANDING

Between:

Ontario Sheet Metal Contractors Association ("Association")

- and -

Ontario Sheet Metal Workers' and Roofers' Conference ("Conference")

APPENDIX "P" - CLASSIFICATIONS

WHEREAS, the Association and the Conference intend to incorporate Appendix "P" into the Provincial ICI Sheet Metal Collective Agreement;

AND WHEREAS, the Preamble of Appendix "P" states that employees who perform test and balance work at the time of the adoption of Appendix "P" who are not certified journeypersons or registered apprentices shall be grandfathered at their current wages (including the rate of trust fund contributions remitted on their behalf), at a minimum, plus all negotiated wage increases;

AND WHEREAS, the Preamble of Appendix "P" also states that such grandfathered employees will be assigned TAB Technician classifications by the Local Joint Test and Balance Committee within 90 days of the adoption of Appendix "P" based on their level of experience, hours worked and skill sets;

AND WHEREAS, the Association and the Conference recognize that the process of assigning classifications should be carried out as efficiently as possible;

NOW THEREFORE, the Association and the Conference agree, with each other, as follows:

1. Subject to paragraph 2 below, at the effective date of Appendix "P" the following TAB Technician classifications shall be assigned to grandfathered employees in respect of those geographic areas that have utilized the Appendix "A" classifications for such employees:

All Areas

Appendix "A" Classification

Sheeter/Decker
Sheeter/Decker Assistant
Material Handler #3
Material Handler #2
Material Handler #1
Probationary Employee

Appendix "P" Classification

TAB Technician V
TAB Technician V
TAB Technician V
TAB Technician IV
TAB Technician I
TAB Technician I

2. It is understood that the classification assignments set out in paragraph 1 above are minimum assignments, and thus do not prevent a grandfathered employee from being classified in a higher classification if, in the view of the Local Joint Test and Balance Committee, a higher classification is warranted based on that grandfathered employee's level of experience, hours worked and skill set.
3. This Letter of Understanding shall form part of the Provincial ICI Sheet Metal Collective Agreement.

Dated at Mississauga this 15 day of May, 2025.

For OSMWRC

For OSMCA



Mark Hall, Business Manager



Tony Morganelli, Executive Director

LETTER OF UNDERSTANDING

Between:

Ontario Sheet Metal Contractors Association ("Association")

- and -

Ontario Sheet Metal Workers' and Roofers' Conference ("Conference")

APPENDIX "P" – PROMOTIONS

WHEREAS, the Association and the Conference intend to incorporate Appendix "P" into the Provincial ICI Sheet Metal Collective Agreement;

AND WHEREAS, Clause 3 of Appendix "P" sets out the terms for employees to earn promotion from one classification to another on the basis of hours worked, in-class training and the completion of testing requirements;

AND WHEREAS, per Clause 3 of Appendix "P" the Ontario Sheet Metal Contractors Association is responsible through its Air Balance Council to establish and maintain the in-class training and testing requirements that form part of the basis for earning promotion from one classification to another;

AND WHEREAS, the Association and the Conference agree that transitional measures are required to ensure that employees are not prejudiced in their promotion from one classification to another due to the unavailability of in-class training and testing requirements;

NOW THEREFORE, the Association and the Conference agree, with each other, as follows:

1. Following the effective date of Appendix "P" and until such time as the Ontario Sheet Metal Contractors Association Air Balance Council has developed and fully implemented the in-class training and testing requirements referenced in Clause 3 of Appendix "P", employees shall earn promotion from one classification to another solely on the basis of the completion of hours worked.

2. This Letter of Understanding shall form part of the Provincial ICI Sheet Metal Collective Agreement.

Dated at MISSISSAUGA this 15 day of May, 2025.

For OSMWRC

For OSMCA



Mark Hall, Business Manager



Tony Morganelli, Executive Director

**ONTARIO SHEET METAL
CONTRACTORS ASSOCIATION**

and

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
AND ONTARIO SHEET METAL
WORKERS' CONFERENCE**

for

Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562

MEMORANDUM OF AGREEMENT

May 16, 2025

APPENDIX "K"

TORONTO AREA (including BARRIE and PETERBOROUGH AREAS)

May 1, 2025 – April 30, 2028

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

CLAUSE 16 – VACATION AND HOLIDAY PAY

Delete references to "National Day for Truth and Reconciliation" in Clauses 16.1 and 16.2 and add the following:

16.3 Subclauses 16.1 and 16.2 above do not apply to the National Day for Truth and Reconciliation

DATED at Toronto this 16 day of April, 2025.

For the Local Association



Aimee Eden
Please print name

For the Local Union



Jason Addison
Please print name

For OSMCA



ANTONIO MORGANTE
Please print name

For OSMWC



MARK HALL
Please print name

* The above agreement is housekeeping

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

CLAUSE 18 - TRUST FUNDS

Delete the words "Work Ready Safety Training Fund" from Clause 18.1.

Delete Clause 18.14

WAGE SCHEDULE

Delete reference to "Worker Readiness Training Fund".

Delete Note 7 and replace with the following:

- 7 Effective December 31, 2023, the Work Ready Safety Training (WRST) contribution is reduced from \$0.03 per hour to \$0.00 per hour. Fund reserves will be used for delivery of WRST until depleted. The existing WRST contribution of \$0.03 per hour, including an increase of \$0.05 per hour, total of \$0.08, is contributed to the Industry Fund. The Industry Fund contribution has increased from \$0.34 per hour to \$0.43 per hour, inclusive of \$0.01 per hour SMACNA Assessment and the \$0.08 per hour apportioned for delivery of WRST once the existing Work Ready Safety Training Fund has been depleted.

DATED at Toronto this 16 day of APRIL, 2025.

For the Local Association



Amiee Eden

Please print name

For the Local Union



Jason Addison

Please print name

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

CLAUSE 21 - POLICY STATEMENTS

Add the following to Clause 21:

21.5 It is understood and agreed that employees will not be required, pursuant to any electronic monitoring policy or otherwise, to submit to the Employer a photograph/image of themselves as part of a timekeeping system or as a means of recording or managing their attendance at work.


Clarity Note: In Appendix "A" this provision will be Clause 23.2 and noted as "Local 30 Area Only"

DATED at Toronto this 16th day of May, 2025.

For the Local Association


Aimee Eden

For the Local Union


Jason Addison

For OSMCA


Antonio Morganelli

For OSMWC


Mark Hall

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

All changes agreed to for Appendix "K" where applicable apply to Appendix "A"

DATED at Toronto this 16 day of April, 2025.

For the Local Association



Aimee Eden

Please print name

For the Local Union



Jason Addison

Please print name

For OSMCA



ANTONIO MORGANTI

Please print name

For OSMWC



MARN HALL

Please print name

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

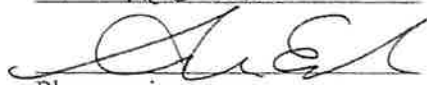
APPENDIX "K"


Foreman Premium Increases:	May 4, 2025	\$0.30 per hour
	May 3, 2026	\$0.30 per hour
	May 2, 2027	\$0.30 per hour

DATED at Toronto this 2nd day of May, 2025.

For the Local Association


For the Local Union


Aimee Eden

Please print name

Jason Addison

Please print name

For OSMCA

For OSMWC

TONY MORGANELLI

Please print name

MARK HAYL

Please print name

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

Sub-Foreman Premium Increases:	May 4, 2025	\$0.20 per hour
	May 3, 2026	\$0.20 per hour
	May 2, 2027	\$0.20 per hour


DATED at Toronto this 2nd day of May, 2025.


For the Local Association

For the Local Union

Aimee Eden

Susan Addison


Please print name

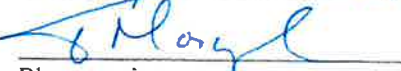

Please print name

For OSMCA

For OSMWC

TONY MORGAN

Mark Hall


Please print name


Please print name

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

Amend Letter of Understanding dated July 2, 2008 ("LOU") to increase the \$3.50 per hour premium as follows:

May 4, 2025	\$0.50 per hour
May 3, 2026	\$0.50 per hour
May 2, 2027	\$0.50 per hour

To preserve the integrity of the original LOU, these increases will be included at the bottom of the LOU as a "note", in bold print, as follows:

NOTE: Effective May 4, 2025, the \$3.50 per hour premium shall increase to \$4.00 per hour. Effective May 3, 2026, it shall increase to \$4.50 per hour. Effective May 2, 2027, it shall increase to \$5.00 per hour.

The Local Association and the Local Union further agree that the document dated March 29, 2007 at page K-31 of the Collective Agreement effective from May 1, 2022 to April 30, 2025 was included in that agreement in error and that the original Memorandum of Agreement dated March 29, 2007 (see Collective Agreement effective May 1, 2019 to April 30, 2022 at page K-33) will be reinserted in its place. Despite the premium increases referred to above, the original Memorandum of Agreement dated March 29, 2007 will remain unchanged for historical purposes.

DATED at Toronto this 5 day of MAY, 2025.

For the Local Association



Aimee Eden

Please print name

For the Local Union



Jason Addison

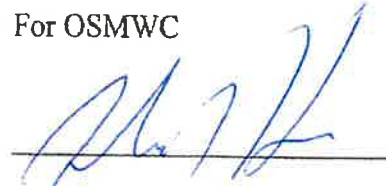
Please print name

For OSMCA

A handwritten signature in blue ink, appearing to read 'amorganello', written over a horizontal line.

ANTONIO MORGANELLO
Please print name

For OSMWC

A handwritten signature in blue ink, appearing to read 'Mark Hall', written over a horizontal line.

MARK HALL
Please print name

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:

APPENDIX "K"

Board Allowance:	May 4, 2025	\$150.00 per day
	May 3, 2026	\$160.00 per day
Work Ready Allowance Increases:	May 4, 2025	\$0.01 per hour
	May 3, 2026	\$0.01 per hour
	May 2, 2027	\$0.01 per hour

DATED at Toronto this 5th day of May, 2025.

For the Local Association



Aimee Eden

For the Local Union




Jason Addison

For OSMCA



Antonio Morganelli

For OSMWC



Mark Hall

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

The Local Association and the Local Union agree to the following for the Collective Agreement effective from May 1, 2025 until April 30, 2028:


APPENDIX "K"


Zone Allowance Increases (Zone 1):	May 4, 2025	\$2.00 per day
	May 3, 2026	\$2.00 per day
	May 2, 2027	\$2.00 per day
Zone Allowance Increases (Zone 2):	May 4, 2025	\$1.00 per day
	May 3, 2026	\$1.00 per day
	May 2, 2027	\$1.00 per day

DATED at Toronto this 2nd day of May, 2025.

For the Local Association

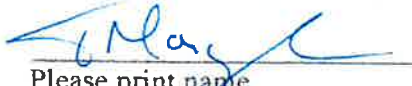
For the Local Union

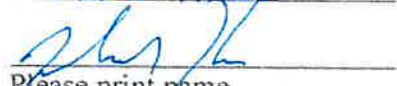
Aimee Eden

Please print name

Jason Addison

Please print name

For OSMCA

For OSMWC

Tony MORGANALI

Please print name

Mark Haly

Please print name

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

RENEWAL OF LETTERS OF UNDERSTANDING

The Local Association and the Local Union agree to renew the following Letters of Understanding:

Dated April 16, 2013 – relating to Peterborough Transportation Allowance (now "Regional Allowance") and other Terms & Conditions

Dated April 16, 2013 – relating to Barrie Transportation Allowance (now "Regional Allowance")


DATED at Toronto this 16 day of April, 2025.

For the Local Association



Aimee Eden
Please print name

For the Local Union



Jason Addison
Please print name

For OSMCA



ANTONIO MORGANELLO
Please print name

For OSMWC



MARK HALL
Please print name

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

RENEWAL OF LETTER OF UNDERSTANDING

The Local Association and the Local Union agree to renew the following Letter of Understanding:

Dated April 18, 2013 – relating to Apprenticeship Ratios

DATED at Toronto this 16 day of April, 2025.

For the Local Association



Aimee Eden
Please print name

For the Local Union




Jason Addison
Please print name

For OSMCA



ANTONIO MORGANTI
Please print name

For OSMWC



MARK HALL
Please print name

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

RENEWAL OF LETTER OF UNDERSTANDING

The Local Association and the Local Union agree to renew the Letter of Understanding dated November 4, 2016, relating to Work Ready Safety Training, with amendments as incorporated below:

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO SHEET METAL CONTRACTORS ASSOCIATION
("Local Association")

- and -

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30
("Local Union")

Work Ready Safety Training

WHEREAS, the Local Association and the Local Union agree that employers are obligated under the Collective Agreement to provide proper safety training to all employees;

AND WHEREAS, Local Association and the Local Union agree that it would be advantageous for certain safety training to be delivered through the Local Union with funding from employers;

NOW THEREFORE, the Local Association and the Local Union agree, with each other, as follows:

1. It is agreed that the Local Union and the Local Association shall form a joint committee of equal members of the Local Union and the Local Association called the Work Ready Safety Training Committee ("Committee") to promote and ensure the safety of the workforce falling under Appendices "K and "A" in its geographical region. The Committee shall have the authority to establish rules with respect to the administration of safety training under this Letter of Understanding, provided that such rules are reasonable and do not conflict with the terms of the collective agreement. Decisions of the Committee shall be by

majority vote and representatives of the Local Union and the Local Association shall be entitled to cast votes to a total of the number of representatives each have on the Committee.

2. Employers shall contribute monthly for Work Ready Safety Training ("WRST") the amount set out in the applicable wage schedules (included in the Industry Fund) for each hour worked by employees. These contributions shall be remitted in the same manner as other local funds per Clause 18 of Appendix "K" of the Collective Agreement. These contributions shall not be considered part of the employees' wage package, and the Local Association shall bear the costs of collecting the contributions. The Local Association shall be responsible for receipts and disbursements incurred for the WRST.
3. The rate of contributions to the WRST may be changed upon approval of the Local Union and the Local Association, but at all times the rate of contributions shall be sufficient to cover the costs, at a minimum, of the training and training administration of all safety programs defined by the Committee as inclusive of Work Ready Safety Training. It is understood that it shall be a condition of the provision of Work Ready Safety Training under this Letter of Understanding that both the rate of contributions be sufficient to cover these costs, and that regular disbursements be maintained to cover the costs of the training and training administration on an ongoing basis. Further, in the event that the Local Union substantiates that the rate of contributions is insufficient to cover the costs of the training and training administration, or that regular disbursements are not being maintained to cover these costs on an ongoing basis, if the Local Union substantiates that either deficiency is not corrected within 6 months from the giving of written notice to the Local Association of such deficiency, then the Local Union shall have the option of terminating this Letter of Understanding, in which case the same consequences that flow from a termination at the option of the Local Association, as set out in paragraph 10 below, shall apply. Training shall begin under this Letter of Understanding when sufficient funds have been disbursed by the Local Association to deliver the training. The costs for the training and training administration of the Work Ready Safety Training shall be reasonable and fully accounted for. The Committee shall meet at minimum every 2 months. At these meetings, the Committee shall receive from the Local Union; training schedule updates, summary of membership training status, an accounting of the training provided and administration fees. The Committee shall also receive reporting of deposits to and disbursements from the Local Association.
4. All active Local Union members shall be required to attend all safety training that is mandated by the Committee. Members shall attend training as scheduled by the Committee on their own time and with no additional cost to contributing employers (beyond the Work Ready Allowance). The Local Union shall provide and maintain a training schedule for review and approval of the Committee. The Committee shall make sufficient provision to give members the opportunity to attend the required safety training, and employers shall cooperate with any training schedules set by the Committee. The Committee shall not schedule training of employed members during regular work days when feasible.
5. The safety training covered by this Letter of Understanding consists of Working at Heights, Awareness in 4 Steps, and WHMIS. A member shall be considered "work ready" in regard to this Work Ready Safety Training if that member has completed the required training and has the necessary documentation to be permitted to start work without delay (note: site-specific safety training is not included and will be provided by the employer).

6. Future government-mandated safety training will be considered by the Committee. In the event that new safety legislation requires a worker to have non-site specific safety training prior to entering a site, the Committee will review the requirements and implement the government-mandated safety training standard in a timely manner, provided that sufficient funds can be allocated to cover the costs of this additional training. The Committee may also consider delivery of additional safety training programs not mandated to be inclusive of Work Ready Safety Training provided that sufficient funds can be allocated to cover the costs of the training. It is agreed that the provision of any safety training under this Letter of Understanding that goes beyond that specifically set out in paragraph 5 above may require a proportionate increase to the Work Ready Allowance.
7. The Local Union will facilitate and coordinate the required applicable safety training to achieve "work ready" status for its members on an ongoing basis. The Committee, after review of the training schedule, will establish a compliance date after which an employer is not required to accept the referral of a member who has not achieved "work ready" status.
8. For clarity, it is understood that the terms of this Letter of Understanding in no way diminish or affect the obligation of employers to provide safety training to employees pursuant to the Collective Agreement and/or the applicable legislation.
9. Any disputes relating to this Letter of Understanding may be referred to the Local Joint Conference Board for resolution.
10. The accepted standard and cost of training programs shall be comparable to that provided through the Infrastructure Health and Safety Association (IHSA). Alternative training providers such as the Workers' Health and Safety Centre will be deemed acceptable provided that the training is of equal or greater standard and the cost is comparable to the IHSA program. In the event that the Local Association substantiates that the delivery of Work Ready Safety Training is deficient in the execution and quality of the training, or record keeping, or if the costs of the training and training administration are excessive, then the Local Association shall provide the Local Union with at least six-months' written notice of any deficiencies. If the Local Association substantiates that those deficiencies have not been corrected during the six-month period of notice, then the Local Association has the option to terminate this Letter of Understanding, in which case the Local Union's obligation to provide Worker Ready Safety Training will cease and all outstanding costs for training and training administration shall be paid by the Local Association. In addition, the employer's obligation to pay the Work Ready Allowance and the Work Ready Safety Training (Worker Readiness Training) amount shall cease and all references to Work Ready Allowance and the Work Ready Safety Training (Worker Readiness Training) amount in the collective agreement shall cease to operate.
11. Notwithstanding anything to the contrary in this Letter of Understanding, it is understood and agreed that the Local Union shall not be required to provide any Work Ready Safety Training to any members until after the government's compliance date for the Working at Heights standard (currently April 1, 2017). Employers shall continue to be obligated to provide such training to employees employed as of the date of this Letter of Understanding and at any time thereafter until the government's compliance date, and all employers shall provide to the Local Union written proof that each of their employees has completed such training by that compliance date. Employers shall update the Local Union with any

ongoing certifications of completed training until the government's compliance date. In the event that an employer fails to provide any such training to an employee by the government's compliance date, then that employer shall continue to be obligated to provide such training to that employee, or former employee, as the case may be, beyond the government's compliance date until such time as the training is completed.

12. Article 33.4 of the Body of the Collective Agreement and Appendix "K" - Clauses 18.5 & 18.6 are not applicable to the Work Ready Safety Training Fund. After December 31, 2023, the Work Ready Safety Training fund (WRSTF) reserves will be used for delivery of Work Ready Safety Training until depleted, following which the WRSTF is to be wound up, terminated and all trustees released.

13. This Letter of Understanding shall be effective from December 31, 2023, provided that the Memorandum of Agreement dated APRIL 16/25 relating to Work Ready Safety Training is ratified and the changes therein form part of the renewal collective agreement between the Ontario Sheet Metal Contractors Association and Sheet Metal Workers' International Association and Ontario Sheet Metal Workers' Conference.

Dated at TORONTO this 16TH day of APRIL, 2025.

For the Local Association

Aime Eden

Aime Eden

Please print name

For the Local Union

J. S.

Jason Addison

Please print name

For OSMA

Anthony Morganelli

ANTONIO MORGANELLI

PLATE PRESIDENT

For OSAMC

Mark Hall

MARK HALL

PLATE PRESIDENT