

ACCESS METAL PRODUCTS LIMITED

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280
(PRODUCTION WORKER SECTION)**

PRODUCTION AGREEMENT

June 1, 2007 – November 30, 2012

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AGREEMENT

This Collective Agreement named for reference the **PRODUCTION AGREEMENT** and dated the **1st day of June 2007**.

BY AND BETWEEN:

PRODUCTION AND SIGNATORY COMPANIES

(Hereinafter referred to as “the Company” or “the Employer”)

PARTY OF THE FIRST PART

AND

**SHEET METAL WORKERS’ INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280 ON BEHALF OF ITS PRODUCTION
WORKERS SECTION**

(Hereinafter referred to as “the Union”)

PARTY OF THE SECOND PART

Establishes by mutual consent the following terms and conditions:

ARTICLE 1 - PREAMBLE

- A. The general purpose of this Agreement is to establish uniform and fair wages, hours and working conditions for all Employees of the Company covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between Employer and Employee and to prevent waste, unnecessary and avoidable delays and expense so that labour or other costs may be as low as possible, consistent with fair wages and working conditions.
- B. This is a multi-purpose Agreement that is applicable in its general form to manufacturers of "production" sheet metal, plastic and related products. Also, it may be applicable to maintenance and other services. It applies only indirectly to the sheet metal trade of the building and construction industry. The Employee-members directly covered shall be termed "Production Workers", shall not do the work of the Sheet Metal Worker or Roofer, and shall not be required to qualify as Sheet Metal Workers or Roofers under the terms of the Apprenticeship and Tradesmen's Qualification Act.

ARTICLE 2 - SCOPE OF AGREEMENT

- A. This Agreement shall apply to all Employees engaged in fabrication, production, servicing and related work in or from the shop or plant of the Employer, excluding Management personnel, office staff and Journeyman Sheet Metal Workers, Roofers and their Apprentices hired in accordance with Sections "C" and "D" of this Article.
- B. A general list of the products fabricated or services rendered with description of the type of plant is contained in Schedule "D", attached to and part of this Agreement. Such products shall be termed "Production" articles.
- C. All fabrication work falling within the regular jurisdiction of the sheet metal trade and coming in direct competition with Employers signatory to the Standard Form of Agreement of Local Union No. 280, (e.g. ventilation and air-conditioning work, kitchen equipment, architectural and general sheet metal work, etc.) shall be paid at the rate and conditions of the Standard Agreement.
- D. All field work coming within the trade jurisdiction of the Sheet Metal Worker or Roofer of the building and construction industry shall be done by Journeymen of Local Union No. 280, at the appropriate rate and conditions.

All Employees required to hold a Sheet Metal Tradesmen's Qualification Certificate under the terms of the Apprenticeship and Tradesmen's Qualification Act shall be Journeymen Members of Local Union No. 280 and shall be employed in accordance with the terms of the Standard Agreement (S.M.) of Local Union No. 280.

ARTICLE 3 - MANAGEMENT RIGHTS UNION RESERVATIONS

- A. Within the framework of this Agreement, the Company reserves the exclusive right to manage the business, to decide the products it will manufacture, the services it will render, the methods by which the work will be done and the general standards of workmanship.
- B. Also, within the framework of this Agreement, the Company reserves the right to engage, discharge, suspend, or discipline Employees for just cause, to promote or transfer Employees from one department to another, to increase or decrease the working force and to make reasonable rules for the safety of the plant and for the guidance and safety of its Employees.
- C. It shall not be considered a violation of this Agreement for members to respect legal picket lines.
- D. The Union reserves the right to render assistance to other labour organizations.

ARTICLE 4 - UNION SECURITY

- A. The Union shall be the sole bargaining authority for all Employees covered by this Agreement and it is agreed that all present and future Employees coming under the scope and provisions of this Agreement shall become members of, and/or maintain membership in the Union.

All new Employees shall be informed of this Section.

Union membership will be available to all on an equal basis without discrimination, subject only to the By-Laws and Constitution of the Union.

- B. The Company agrees to notify the Union when additional Employees are required; it is understood however, that in the event that the Union is unable to supply the requirements of the Company for additional Employees after reasonable notice, forty-eight (48) hours, these additional Employees may be secured from other sources, provided that the Employees so obtained shall first obtain a "clearance" from the Union.

This obtaining of a "clearance" from the Union shall ensure that all Employees are proper members or applicant-members of the Union, have properly signed appropriate dues check-off cards, and have qualified themselves for benefits in due course under the Standard Health Benefit Plan, International Accident Benefits, etc. Where, due to distance involved and where a hardship would be evident for a potential Employee to obtain "clearance" from the Union Office, arrangements may be made for proper "sign-up" by the responsible Shop Steward.

- C. The Company agrees to deduct each month from the earnings of each and every Employee covered by this Agreement, such sum by way of monthly dues as may be fixed by the Union, or such sum as payment or partial payment on an initiation fee as may be fixed by the Union under the provisions of its Constitution.

ARTICLE 4 - UNION SECURITY - continued

The total monthly amount to be deducted shall be deducted from the first pay of the month of each Employee and promptly remitted to the Union by the fifteenth day of the month, together with an itemized list of the names of the Employees to whom said monies are to be credited. Should any Employee have no earnings due him on the first pay of the month, deductions shall be made from the next succeeding pay of the Employee.

ARTICLE 5 - REPRESENTATION

- A. Business Representatives of the Union shall have access to the shop or plant during lunch hours for conducting Union business, but at other times shall first ask permission of the Management.
- B. A Shop Steward shall be recognized and shall not be discriminated against for the performance of his duties within the terms of this Agreement.
- C. The Employees of the Company who are Production Members of the Union shall elect a Shop Committee, consisting of a Chairman and two members, and the Company shall recognize same.
- D. The Chairman of the Committee shall be considered the Shop Steward.
- E. Management-Shop Committee meetings shall be held when so desired by the Shop Committee Chairman and/or Management. These joint meetings shall consist of the Shop Committee members, the Shop Foreman or Superintendent, a responsible Manager or Director of the Company and the Business Representative of the Union if able to attend. Meetings shall be held as necessary on _____, preferably at _____p.m., but not oftener than once a week.
- F. These joint meetings shall handle and process any grievances as outlined in the following Article. Questions of safety, health, etc. shall be proper topics of discussion and settlement by these joint meetings. The joint meeting shall also function as a Production Committee, as both Parties to this Agreement commit themselves to the fullest co-operation with the object of maintaining and uninterrupted production in the plant.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A. "Grievance" shall mean any difference or controversy by and/or between the persons or Parties bound by this Agreement, concerning its terms, interpretation, application, operation or alleged violation thereof. It shall further mean differences concerning alleged violation of existing social or labour legislation.

ARTICLE 6 - GRIEVANCE PROCEDURE - continued

- B. Attempts shall be made in the first instance to settle all grievances by informal discussion between the Parties hereto. Except in the case of wage claims or claims on fund payments, all grievances shall be first presented within thirty (30) days of awareness by the aggrieved, or judged to be abandoned.
- C. Should informal discussion fail to achieve a solution, either Party may invoke a sitting of a Special Joint Committee composed of six (6) persons; three (3) persons to be nominated by each Party. This Joint Committee shall meet within three (3) days of its invocation. If this Joint Committee should fail to effect a settlement, the grievance may be referred to an Arbitration Board by either Party.

ARTICLE 7 - ARBITRATION

- A. When requesting Arbitration of the other Party to a dispute, the requesting Party shall, at the same time and in the same communication, state who its nominee on the Arbitration Board shall be.
- B. Upon receipt of the above communication, the other Party shall, within five (5) days inform the initiating Party of its nominee to the Arbitration Board.
- C. The Labour Relations Board shall be asked to appoint a nominee, if the conditions of Sub-Section "B" above are not met within the required time.
- D. The two nominees or appointees shall, within five (5) days, endeavour to agree upon a Chairman; if they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a Chairman.
- E. The Arbitration Board shall meet and render their decision within ten (10) days of the Chairman's appointment, unless an extension of time is mutually agreed upon.
- F. The question of whether a particular dispute is arbitrable, is itself a matter for the Arbitration Board.
- G. Each Party shall stand the cost and expense of its own nominees to an Arbitration Board and one-half the cost and expense of the Chairman.
- H. The decision of the Arbitration Board shall be final and binding on all Parties.

ARTICLE 8 - WAGE RATES AND CLASSIFICATIONS

- A. Wage rates shall be as shown in Schedule "A", attached and part of this Agreement.
- B. Labour classifications shall be as laid out in Schedule "B", attached to and part of this Agreement.

ARTICLE 8 - WAGE RATES AND CLASSIFICATIONS - continued

- C. Should new classifications be required that do not obviously fit into the attached Schedule of Classification, the Union and the Company shall immediately sit down and negotiate a satisfactory name and wage rate for such new classification. The agreed rate will become part of this Agreement.

ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK

- A. Regular work days shall be from Monday to Friday inclusive and regular work hours shall be from 7:00 a.m. to 5:00 p.m. The regular work week shall be forty (40) hours and the regular work day shall be eight (8) hours.

- B. The first three (3) hours of overtime on a weekday shall be paid at time and one-half and double time thereafter.

The first eight (8) hours worked on a Saturday shall be paid at time and one-half and double time thereafter.

Sundays and Statutory Holidays shall be paid at the double time rate.

- C. When it is found necessary to work what is generally known as a second or third shift, the hours of work and payment thereof shall be as follows:

Seven and one-half (7 1/2) hours shall constitute the second shift for which eight (8) hours wages and "fringes" shall be paid;

Seven (7) hours shall constitute the third shift, for which eight (8) hours wages and "fringes" shall be paid.

If it is found necessary to transfer an Employee from one shift to another, a period of at least one (1) full shift must elapse between shifts worked.

There shall be a period of at least two (2) full shifts elapse for shift transfer of an Employee at the weekend.

- D. It is agreed that all Employees must be at their work at the start of each shift, and must not leave their work without just cause until they have completed their full shift of hours.

ARTICLE 10 - HOLIDAYS AND VACATIONS

A. The recognized "Statutory Holidays" that shall be observed are:

New Year's Day	Heritage Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Thanksgiving Day	B.C. Day
Christmas Day	Labour Day
Boxing Day	Remembrance Day

and any other day declared as such by the Provincial or Federal Governments.

When a Statutory Holiday (s) falls on a Saturday or a Sunday, the following or preceding work day(s) shall be observed.

B. Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three (3) week annual Vacation and six percent (6%) for Statutory Holidays.

C. If an Employee works on a Statutory Holiday, he shall receive double time plus six percent (6%) as stated in the preceding paragraph.

Every worker covered by this Agreement shall be entitled to two (2) additional holidays that shall, with mutual consent not unduly withheld, be observed by giving his Employer one (1) weeks notice of his intentions.

D. The foregoing Holiday and Vacation Pay shall be paid to the Employee on each and every paycheque.

ARTICLE 11 - YEARLY VACATIONS

A. Employees shall receive three (3) weeks Annual Vacation with pay, the payment for which shall be on the basis of six percent (6%) of their gross earnings of the preceding period. The time taken shall be rated, based on the fact that two percent (2%) of an average year's earnings is equal to one (1) week's vacation.

B. It shall be a violation of this Agreement for an Employee to forego his paid vacation or to work for wages during the vacation period.

C. Vacations to be taken at a time mutually agreed upon by Management and Employees.

ARTICLE 12 - STANDARD HEALTH BENEFIT PLAN

A. It is understood by both Parties that payments of all Employees covered under this Agreement will be in accordance with the terms of the Standard Sheet Metal Agreement.

ARTICLE 12 - STANDARD HEALTH BENEFIT PLAN - continued

The Sheet Metal Workers Health Benefit Fund is administered by a Board of Trustees, representative of the sheet metal working industry.

- B. These monies will be remitted to the Trustees by the fifteenth day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.
- C. The Health Benefit Fund will provide benefits to Employees and participating Employers who become eligible on a schedule to be determined by the Trustees.

ARTICLE 13 – RRSP CONTRIBUTION PROGRAM

- A. The employer shall contribute an amount equal to two (2) percent of the employee's rate of pay for all hours worked. The Company will endeavor to initiate the program by December 1, 2002, and shall make an initial contribution greater than the COLA calculation as per schedule "A" of the Agreement for all hours worked after May 31, 2002.
- B. The Company contribution on behalf of employees will be made directly to the Plan Administrator by the fifteenth (15th) day of the month following the month in which they were earned.
- C. The Group RRSP is a single employer plan and is not registered with the Pension Benefits Standards Act.

RRSP advice will be available to all employees at the introduction of the Plan and an advisor will be available on an ongoing basis. All information will be strictly confidential between the advisor and the client.

The employee is deemed to be the client in this arrangement and employees may also make personal contributions if they wish.

- D. The funds will be under the full control of the employees who shall direct the financial institution as to what shall be done with the contributions.

Employees will receive monthly statements on their accounts, and will also be able to check online.

ARTICLE 14 – LOCAL 280 PROMOTION FUND

- (a) Effective November 1, 2002, three cents (\$0.03) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Local Union No. 280

ARTICLE 14 – LOCAL 280 PROMOTION FUND - continued

These monies will only be used for promotion of the unionized sector of the Sheet Metal Industry.

These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 15 – LOCAL 280 COUNCIL FUND

Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Local 280 Council Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form. None of these monies in direct control of Local 280 will be used for political or anti-Employer activities.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- A. Coveralls - All Employees after thirty (30) working days, shall be provided with Coveralls and the cleaning of same by the Employer.
- B. The Union will post a list of basic tools that the members will be expected to possess for use, in good condition, at their own expense. This list will be revised as needed with a reasonable time allowed for the members to supply tools.

ARTICLE 17 - REST PERIODS

- A. Employees shall be entitled to two (2) ten minute rest periods each day; one (1) period before and one (1) period after lunch break.

ARTICLE 18 - SAFETY AND HEALTH

- A. All Parties agree to accept, promote, and conform to the Accident Prevention Regulations of the Workers' Compensation Board.
- B. It is agreed that clean and adequate lunchroom and toilet facilities shall be available to work force.
- C. The Company will ensure that there is a First Aid Attendant available who will be paid an additional forty cents (\$0.40) per hour.

ARTICLE 19 - TERMINATION

A. Temporary Layoff

All regular (i.e.: permanent) Employees subject to layoff for seasonal or lack of work conditions, but also subject to recall shall receive one-half (1/2) days notice.

B. Permanent Layoff

All Employees with three (3) or more years experience subject to permanent layoff shall receive one (1) weeks written notice or one (1) weeks regular salary in lieu of notice. This notice shall not coincide with an Employee's annual vacation.

C. Discharge and Termination

(1) It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the Employee with a statement, in writing, if requested, clearly establishing the reasons for such discharge, with a copy to the Union at the time of discharge.

(2) If an Employee quits without giving one (1) weeks written notice, such Employee shall forfeit any severance benefits.

ARTICLE 20 - ACCIDENT

A. Where a man is injured during the first half of a shift, he shall be paid a minimum of four (4) hours for that shift. Where he is injured in the second half of a shift, he shall be paid a minimum of eight (8) hours for that shift.

ARTICLE 21 - BULLETIN BOARD

A. A Bulletin Board shall be made available by the Company for the exclusive use of the Union and for the posting of this Agreement and other Union notices.

ARTICLE 22 - UNION LABEL

A. During compliance with all the provisions of this Agreement, the Company may by arrangement with the Union display the Union Label of the Sheet Metal Workers' International Association on any or all items produced exclusively under the terms of this Agreement.

ARTICLE 22 - UNION LABEL - continued

- B. The Company agrees that all Union Labels shall be the property of the Union and said permission to display the Union Label may be revoked by the Union for causes the Union deems adequate.
- C. The blue Union Label shall be used on "Production" articles. The yellow Label shall only be used on "Trade" articles fabricated in accordance with Article 2, Section "C".

ARTICLE 23 - AMENDMENTS

- A. By mutual agreement between the Parties to this Agreement, any Article or Section thereof may be amended, revised or deleted, or new Articles or Sections added during the life of this Agreement.
- B. For convenience, any such amendments, deletions or additions will be put in the form of a duly signed Schedule "F", which will be attached to and become part of this Agreement.

ARTICLE 24 - SAVINGS AND DEPOSITION

- A. It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should it later be proven that it would be a violation of any legally effective order or statute to comply with any provision or provisions of this Agreement, both Parties agree to promptly renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes and the other provisions of this Agreement shall not be affected thereby.
- B. Copies of this Agreement shall be deposited with the Minister of Labour and with the Labour Relations Board.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- A. In view of the possible impact on manpower and conditions of employment resulting from technological changes and automation, it is agreed that the Parties hereto utilize to the best advantage of the Company and the Employees all scientific improvements and establish a committee to be known as the Committee on Automation, consisting of equal representation by the Employer and the Unions.

ARTICLE 25 - TECHNOLOGICAL CHANGE - continued

The Committee's duties shall be to investigate and submit recommendations on all aspects of automation, mechanization and new methods, and to include the following:

training and retraining
alternate employment opportunities within the Company.

- B. In addition, the Company will, if possible, inform the Committee six (6) months prior to the introduction of any new equipment which will require extensive retraining or will result in loss of employment.
- C. In addition, the Company will co-operate with the Unions and the Government in matters of training and retraining.
- D. Both Parties further agree to any further requirements stated in the Labour Relations Code on Technological Change.

ARTICLE 26 - DURATION OF AGREEMENT

- A. All provisions of this Agreement shall be effective as from **June 1, 2007** and for the period ending **November 30, 2012** and shall continue in force and effect from year to year thereafter, unless either Party shall desire within a period of four (4) months prior to **May 31st** in any year, and the established wage scales and conditions specified herein shall continue in force and effect pending negotiations and settlement of any proposed changes suggested by either Party.
- B. It is mutually agreed that if the term of this Agreement should be for more than one (1) year, that the provisions of Section 50, Sub-section 2 of the Labour Code of British Columbia Act shall be excluded from the operation of this Agreement.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized Officers and/or Representatives of both Parties hereby affix their signatures.

Access Metal Products
Name of Company

**Sheet Metal Workers'
International Association
Local Union No. 280**
Name of Union

Manager

Business Manager

President

PARTY OF THE FIRST PART

**PARTY OF THE SECOND
PART**

Witness

Date

Seal

Seal



STANDARD PRODUCTION

SCHEDULE "A"

Wage Rates

<u>CLASSIFICATION</u>	<u>June 1, 2007</u>
A. Inexperienced Helper	\$10.48
B. Experienced Helper	13.97
C. Improver	19.25
D. Production Worker	21.33
E. Foreman	22.92
F. Welder	20.86
G. Painter	20.86

Initialed: _____

COST OF LIVING ADJUSTMENT

Pay increases negotiated in 2007 shall be equal to the Consumer Price Index changes calculated by Statistics Canada for the Vancouver area. Changes will be posted on the Bulletin Board and a copy to the Union 2 weeks prior to the wage adjustment dates of June 1 and December 1 of each year.

SCHEDULE "B"

Classification Definition

Apprentice

Apprentices shall be employed under the rules and regulations at the rates as set out by the Provincial Apprenticeship Committee, and the procedure as set forth in the Standard Form of Agreement of Local 280.

Inexperienced Help

Employees who have had less than two thousand (2,000) hours experience in the metal working industry.

Experienced Help

Employees with more than two thousand (2,000) hours experience but less than four thousand (4,000) hours experience in this or a compatible plant operation.

Improver

Employees with more than four thousand (4,000) hours experience but less than six thousand (6,000) hours of experience.

Production Worker

Must be able to work any machine required in his class of work and be able to produce at a rate of output which is satisfactory to shop requirements. Should be able to read and work from all but the most difficult blueprints and have an adequate knowledge of shop practice. He shall be required to possess the hand tools necessary for him to adequately fulfill the job he would be called upon to perform in this classification.

Foreman

Capable of overseeing all production work and production personnel.

Welder

One who is competent of welding all articles made in the shop, without supervision.

Painter

One who is capable at both brush and spray painting.

SCHEDULE "B"

Classification Definition (continued)

Employees in the category of Inexperienced Help shall move up to the category of Experienced Help after two thousand (2,000) hours service. Only four (4) Employees to be recognized as Inexperienced Help at any one time.

It is agreed by both Parties that no Employee of the Company employed prior to the effective date of this Agreement shall suffer a reduction in wages as a result of its implementation, and it is further agreed to by both Parties that no one now employed or employed in the future, shall be transferred, assigned new duties, or rehired at a lower rate of pay than he is now receiving unless specific authorization is granted by the Union.

Initialed _____

SCHEDULE "D"

Plant Description, "Production" Articles, or Services

The Production shop of the Employer is engaged in the manufacture and fabrication of production items for resale as listed below. Also, the custom power shearing and braking of metal items not directly related to the sheet metal trade of the building and construction industry.

- Standard Access Doors
- Automatic Dampers (Control, etc.)
- Grills
- Ventilators (Gravity and Powered)
- Standard Hollow Metal Doors and Frames
- Machine Guards, when supplied to machinery manufacturing only
- Raceway Channels and Elbows
- Lay-in Duct Electrical
- Electrical Support Channel - Brackets
- Kick Plates and Corner Guards
- Pipe Saddles and Hangers (but not for Duct Work)
- Pipe Clamps and Supports (as above)
- Gas and Water Tanks
- Racks and Shelves
- Hand Rails and Cat Walks
- Standard Lockers
- Standard Manufactured Eavestrough and Downpipe
- Electrical Enclosures
- Process Control Cabinets and Consoles (Electrical)
- Sound Attenuators
- Custom Shearing and Forming -
(not to include work falling within the jurisdiction of Local 280)
- Steam Cleaning
- Louvres
- Dampers (Balancing or Fire)
- Cab Pattern Work
- Boat Tanks
- Convactor Covers
- Coils and Convectors (Fin Tube Type)
- Penthouse- Louvered
- Painting
- Air Diffusers - Grills - Registers
- Radiator and Air Conditioning (Enclosures)
- Dust Collecting System (Bag Houses)

Initialed: _____

