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**ONTARIO GLAZIER AND METAL MECHANIC INSTITUTIONAL  
COMMERCIAL AND INDUSTRIAL AGREEMENT**

**between**

**ARCHITECTURAL GLASS  
AND METAL CONTRACTORS ASSOCIATION**

**and**

**THE INTERNATIONAL BROTHERHOOD OF PAINTERS  
AND ALLIED TRADES  
AND THE ONTARIO COUNCIL OF  
THE INTERNATIONAL BROTHERHOOD OF PAINTERS  
AND ALLIED TRADES**



SEP 26 1995

02745(05)

THIS AGREEMENT IS ENTERED INTO THIS 9th day of June, 1995.

**BETWEEN:**

**ARCHITECTURAL GLASS AND METAL CONTRACTORS ASSOCIATION**

**- and -**

THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES  
AND THE **ONTARIO** COUNCIL OF **THE** INTERNATIONAL BROTHERHOOD OF  
**PAINTERS AND ALLIED TRADES**

It is expressly **agreed** and declared by and between the parties hereto as follows:

**ARTICLE I - PURPOSE AND RELATIONS**

- 1.01 It is the general purpose of this Agreement to promote and improve relations between the Employer and the Union; to assure the continuous, harmonious, **efficient**, economical and profitable operation of the Employer, to prevent strikes and **lockouts**, and other disturbances or **interferences** with production; to **secure** and sustain **high** productivity during the term of **this** Agreement and to obtain the highest level of Employee **efficiency** and **performance**; and to set forth the entire Agreement between the Employer, the Union, and the Employees in the Bargaining Unit concerning rates of pay, hours of work and working conditions of employment. It is therefore agreed that the understanding contained herein **shall** be binding upon both **parties**, either individually or **collectively** by facilitating just and peaceful settlements of disputes and grievances.

**ARTICLE II - BARGAINING UNIT**

- 2.01 **The** association **recognizes** the Union as the exclusive **bargaining** agent for employees of employers engaged in the Industrial, Commercial and Institutional sector of the **Construction** Industry, for whom the Union has bargaining rights.

# GLUIER ONTARIO ICI. AGREEMENT

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**ARTICLE II - BARGAINING UNIT Continued**

- 2.02 An **employee** is defined as a **Journey person Glazier Metal Mechanic, Working Supervisor, Lead Hand or Apprentice** working for any individual **firm**, co-partnership or corporation. **He/she shall** be in good standing **with the Union** and be a **recognized** apprentice or completed **his/her** apprenticeship and passed a required examination as to **his/her** proficiency as a **mechanic** to perform the duties pertaining to a **Glaziers Metal Mechanic** as an employee.
- 2.03 **The Union recognizes** the association as **the** designated Employer Bargaining Agency under **the Ontario Labour Relations Act** and as the **sole** and exclusive **bargaining agent for employers** of employees engaged in the Industrial, **Commercial** and Institutional sector of the **Construction Industry**.
- 2.04 No person **shall** be refused employment or Union membership because of his or her sex, race, **colour**, creed, age or **national** origin. The Union and **the Employer** agree **that** it is the right of every employee to work in an environment free from sexual harassment and discrimination.

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**ARTICLE III - UNION SECURITY**

3.01 It is agreed **that** employees working in **the Travel Zone areas defined** in the **attached** local appendices or on Out of Town Work shall be covered by the **rates** and conditions established in **this Agreement** except that Union members in good standing in **the Local that has jurisdiction where such out of town work is being done must be hired on a fifty/fifty per cent (50/50%) ratio, such ratio to exclude** working Foreman or Lead Hand, and further **that these** out of town members must be paid **the exact rates** in their **respective Local or the rate** for the territorial jurisdiction in **which the work is actually being performed whichever is the greater** (Appendix attached).

In addition to **the Employers** working Foreman or Lead Hand, **the second** employee on the out of town work site **may** be selected from **the Employer's own workforce**. **The third** and fourth employees on site **shall** be from the Local Union with **the third employee being name hired**. Thereafter, **the Employer** may alternate **with the fifth** employee being from **their own workforce, the sixth** from the **Local Union**, and so on.

Local employees are to be given **equal opportunity** to overtime worked on **the site**.

- 3.02 The Employers agree not to employ any persons for **the work defined who** is not a member of **the Local Union** in **good** standing.
- 3.03 **The Local Union** agrees to maintain an unemployed list from **which each Employer** can **select two specified members for** employment who are unemployed **after which** one will be referred from **the unemployed list** by the Union before **each** additional man requested by the Employer,
- 3.04 It is agreed **that** every employee for **the above work** must **present a referral slip** from **the Local Union** before **being hired**. Referral slip must show if **the worker** is a **journey person**, or, if apprentice, state **the percentage of the journey person's rate to be paid**.

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**ARTICLE III - UNION SECURITY Continued**

3.05 **After** all members of the Local Union are employed or not available, a temporary work card must be issued to all **applicants and in all cases they shall receive the rates as defined.**

3.06 The Business Representative is to be given at least **48** hours notice, either in writing or person to person phone **call, when** temporary employees are to be obtained.

3.07 Temporary employees must be laid off **before** Local Union Members are laid off. They shall not act as a Lead Hand or Working Foreman and are not permitted to work overtime unless Local Union Members are unavailable for such work. **It is agreed** that temporary employees must take the Glazier's **Journeyman** test within thirty **(30)** days. Failure to pass **the** test shall result in **withdrawal** of **the** work permit, A copy of the **test** papers shall go to the Toronto Apprenticeship Committee.

3.08 The Employer will deduct from the first pay period of each **month**, Union Dues of all employees coming within **the scope of this Agreement in the amount prescribed by the Local Union under whose jurisdiction the employee normally performs work,** and promptly remit the same, together with a list of names of **the** employees on **whose behalf** deductions are made, **in accordance** with **Article XIII**, Payment of Welfare and **Other** Fund Contributions, Administration and Union Dues.

$\frac{4}{1}$  3.09 For the duration of this **Agreement**, it shall not be a violation of this Agreement for the Union and its members to refuse to cross a legally **constituted** picket line **which has** been **sanctioned** by any Building and **Construction Trades Council.**

**ARTICLE IV - ADMINISTRATIVE DUES CHECK-OFF**

$\frac{2}{1}$  4.01 **Effective June 22, 1995, every Employer covered by this Agreement hereby agrees to check-off from the wages of any employee** employed by such employer during the term of this Agreement, Administrative Dues in the **amount** of three per cent **(3%)** of income on which Vacation and Statutory Holiday pay is computed and remit same in accordance **with Article XIII**, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, together with an **itemized** list of all **employee** names and the amount to be credited for each employee.

4.02 **The amount of Administrative Dues and Monthly Dues may be amended by the Local Union in accordance with their By-Laws** upon giving at least one (1) month's prior notice, The Local Union will make every effort to make such amendment **coincident with** other monetary changes in **the Collective Agreement.**

## **ARTICLE V - NO STRIKES NO LOCKOUTS**

5.01 During the lifetime of this Agreement, the Union agrees that **there** will be no **strikes**, and the employer agrees that **there will** be no lockouts,

## **ARTICLE VI - SCOPE**

6.01 This Agreement covers all work normally performed by the **Glaziers** as has **been** standard practice in Canada in **the** industry represented by the member companies and **further defined** as follows

General glazing shall **include** the setting, cutting preparing, handling or removal of the following:

Art **glass**, leaded prism glass, bevelled glass, protection glass, plate glass, window glass, mirrors of all types, **wired glass, ribbed glass, ground glass, coloured glass, figured glass, and all other types of opaque glass, glass chalkboards,** structural **glass, tempered** and laminated glass, **thiokol**, neoprene, and all **other** types of sealants, all types of **insulating** glass units, all plastics or other similar materials **when** used in **place** of glass, to be set or **glazed** with putty, **moulding**, rubber, lead and all types of mastics in wood, iron, **aluminum** or sheet metal sash, doors, frames, **stone, wallcases, showcases,** sideboards, partition and **fixtures** and bookcases.

The installation of **the** above material on the j&site, **either** temporary or permanent, on or for any building in the course of repair, remodel, and alteration on construction in the **ICI** sector of the construction industry. The installation of **curtainwall,** all **extruded** rolled or fabricated metals or any materials **that will** replace same, metal tubes, mullions, metal **facing materials, muntins, fasciatrim mouldings, porcelain panels, architectural porcelain, plastic panels, corrugated or flat materials aluminum panels, plywood back or any other insulating panels, (corrulux, alsynite panels, resolute) or other where these materials are used** in prepared openings for the purpose of transmitting **light, Kalwall** translucent wag system **skylights, showcase** doors, and relative materials, **including** those in any or **all** types of building relating to storefront and window **entranceways, glass,** metal and/or **screenwall** construction of any size, Automatic **entrances,** electric pneumatic or hydraulic. Installation of weatherstripping, caulking and sealing on the **jobsite** and work in preparation of, or related to, work in connection **therewith.** The installation of **all** Skylight Glazing Systems, including all metal ferrous and non ferrous, plastic, **P.V.C.** plastic, **glass** and **flashing.** This work will also **include** all on site fabrication, layout, and all other related work. The installation of all vapour **and/or air barrier, sealing systems including systems using metal flashing ferrous and non ferrous, and all P.V.C. plastic systems.**

#### **ARTICLE VI - SCOPE (6.01) Continued**

The installation of door and window frames such as patio sliding doors, vented or **fixed** windows, **shower** doors, **bathub enclosures**, storm sash where the glass becomes an integral part of **the** finished product.

#### **ARTICLE VII - JURISDICTION DISPUTES RESOLUTION**

7.01 Any **jurisdictional** dispute between the Union and any **other** Building and Construction Trade Union that **involves** any work **undertaken by an employer will in no way interfere with progress and prosecution of the work and shall be settled in accordance** with the plan pursuant to **the** Labour Relations Ad, Revised Statutes of Ontario, **1970** as amended.

#### **ARTICLE VIII - GRIEVANCE PROCEDURE**

8.01 Any dispute, **difference** or controversy arising out of this **Agreement** shall **first** be **discussed** between the Employee and **the** Employer's representative within ten **(10)** calendar days of **the occurrence** of **the** grievance. Failing settlement the matter will **then** be discussed between **the** Employer and the Local Union Business Representative within the next ten **(10)** calendar days.

8.02 Should the grievance not be resolved within a further ten **(10)** calendar days by the said Business Representative **and the** Employer **then** it shall be submitted to Arbitration **within seven (7)** working days in accordance **with the** Ontario Labour Relations Act.

8.03 **Notwithstanding the grievance procedure set out herein, a party has the right to submit a grievance to arbitration in accordance** with the Ontario Labour Relations Act at any stage following the **occurrence** of the grievance should the party **deem** it **necessary**.

#### **ARTICLE IX - MANAGEMENT GRIEVANCES**

9.01 It is understood that the Employer may bring forward any complaint **with respect** to the conduct of the Union, its officers or **committeeperson(s)**; and that, if **such** complaint by the Employer is not settled to the mutual satisfaction of the **conferring parties** it **may** be treated as a grievance **and** referred to arbitration in the **same** way as the grievance of an **employee**.

#### **ARTICLE X - ARBITRATION**

10.01 Both parties to this Agreement **agree** that any dispute or grievance **which has** been properly carried through all **the** steps **of the grievance** procedure outlined in **Article VIII** above and **which** has not been settled will be referred to a Board of Arbitration **at the** request of either of the parties thereto,



**ARTICLE X - ARBITRATION Continued**

- 10.02 The **Board** of Arbitration shall be composed of one person appointed by the member Employer, one person appointed by **the** Union, and a third person to act as **Chairperson** chosen by the other two members of **the** Board.
- 10.03 **Within** forty-eight (**48**) hours of the quest by either party for a Board., each party shall notify the other of the name **of** its appointee.
- 10.04 Should the person **chosen** by the member Employer to act on **the** Board and the person chosen by the Union fail to **agree** on a **third** person within **seven (7)** days of the notification mentioned in **10.03** above, the Provincial Minister of **Labour** will be asked to nominate a **Chairperson**.
- 10.05 The decision of the Board of Arbitration constituted in **the** above **manner shall** be binding on both parties.
- 10.06 The Board of Arbitration shall not have any power to alter or **change** any of the Provisions of this Agreement or to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions Of this Agreement.
- 10.07 Each of the parties to this **Agreement** will bear the expense of **the** Arbitrator appointed by it and the parties will jointly **bear the** expense, if any, of the **Chairperson**.

**ARTICLE XI - MANAGEMENT RIGHTS**

- 11.01 **The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right** without **restriction**, save and except **such** prerogatives of management as may be specifically modified by the terms and conditions of this Agreement. **Without restricting the** generality of the foregoing paragraph, it is the **exclusive** function **of the** Employer to transfer, him, direct, promote, lay **off**, discipline and discharge employees for cause, provided a **claim** by **the** employee that **he/she** has been **discharged** or disciplined without just cause may be the subject of a grievance and to increase or decrease, or transfer (from job to job) working forces in accordance with **the** terms of **this** Agreement.
- 11.02 To determine the **materials and** methods to be used, design of the products to be handled, facilities and equipment **required**, scheduling of work and locations of equipment,

**ARTICLE XII - INDUSTRY FUND CONTRIBUTIONS**

12.01 Effective June 22, 1995, each Employer covered by this Agreement shall contribute fourteen cents (\$.14) per hour for each hour worked by each employee. Such contributions shall be remitted in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, together with an itemized list of all employees names and the amount to be credited for each employee. Such amounts on receipt shall be immediately paid to the Architectural Glass and Metal Contractors Association as each Employer's contributions to the cost of negotiating and administering this Agreement.

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12.02 The amount of Industry Fund Contributions may be amended by the Board of Directors of AGMCA in accordance with their By-Laws upon giving at least one (1) month's prior notice. The Directors will make every effort to make such amendment coincident with other monetary changes in the Collective Agreement.

**ARTICLE XIII - PAYMENT OF WELFARE AND OTHER FUND CONTRIBUTIONS,  
ADMINISTRATION AND UNION DUES**

13.01 The Employer agrees to remit contributions and deductions in one cheque or cash payment as specified in Articles III, IV, XII, XXVI, XXVII, XXIX, XXX of the Master Agreement and Article VII of Appendix D, postmarked no later than the fifteenth (15th) day of the month following the month in which the hours were earned, or delivered by the twentieth (20th) day of the month following the month in which the hours have been earned to the Administrator designated by the Trustees, together with supporting information entered on a reporting form as designated by the Trustees, At no time shall the contributions and/or deductions be paid directly to the employee. Effective October 1, 1995, all contributions for September and subsequent hours shall be contributed to one Trust Fund called the International Brotherhood of Painters and Allied Trades, Province of Ontario Benefit Plan Trust, subject to the following terms and conditions:

- i) Trustees representing a particular class of beneficiary (i.e. Glaziers) may exercise a veto over any motion made by the Board of Trustees which is deemed to adversely affect that particular class of beneficiary (i.e. Glaziers).
- ii) Quorum to be amended to one Union and one Employer Trustee for each class of beneficiary i.e. Glazier, Painter, etc.

13.02 The Administrator, on behalf of the Trustees of the Trust Funds shall promptly notify the Union of any default made by an Employer in paying contributions to the funds as set out herein.

13.03(a) Contributions under Article 27.02 to the International Brotherhood of Painters and Allied Trades Union and Industry Pension Plan (Canada) shall be remitted in the same cheque and cash payment as other contributions under Article 13.01, but shall be clearly distinguished in the Employer's reporting form, shall remain separate from any other form of contribution or deduction, and shall be received by the Administrator as the exclusive property of the International Brotherhood of Painters and Allied Trades Union and Industry Pension Plan (Canada).

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**ARTICLE XIII - PAYMENT OF WELFARE AND OTHER FUND CONTRIBUTIONS,**  
**ADMINISTRATION AND UNION DUES Continued**

- 13.03(b)** The Union and the Association acknowledge and agree that contributions made under **Article 27.02** shall not become the property of the **Glaziers Pension Trust Fund of Ontario/International Brotherhood of Painters and Allied Trades Province of Ontario Benefit Plan Trust** and that the Trustees of the **Glaziers Pension Trust Fund of Ontario/International Brotherhood of Painters and Allied Trades Province of Ontario Benefit Plan Trust** are not in any way whatsoever responsible for the collection or administration of such contributions. The Union and the Association further agree to indemnify and save harmless every Trustee of the **Glaziers Pension Trust Fund of Ontario/International Brotherhood of Painters and Allied Trades Province of Ontario Benefit Plan Trust, his/her heirs, executors and administrators** against any and all liabilities, charges, expenses and costs related to or arising from the payment of contributions to the International Brotherhood of Painters and Allied Trades Union and Industry Pension Plan (Canada) under **Article 27.02**.
- 13.04** If an Employer who normally files a report does not have any employees in their employ, or has not performed any I.C.I. work in that month, a nil report shall be filed with the Administrator.
- 13.05** Any Employer in default more than fifteen (15) days in remitting contributions and deductions required under clause 13.01 shall pay to the Trustees, as liquidated damages and not as penalty, the amount equal to five per cent (5%) of the arrears for each month or part thereof in which they are in default. In addition, the defaulting Employer shall be liable to pay and agrees to pay interest at the rate of one and a half per cent (1 1/2%) per month on any unpaid arrears including the liquidated damages specified herein.
- 13.06** All money to be contributed according to **Articles III, IV, XII, XXV, XXVI, XXVIII, XXIX** of the Master Agreement and Article MI of Appendix D shall be considered a Trust Fund in the hands of the Employer until the money is paid to the Administrator.
- 13.07** Non-payment in accordance with the foregoing provision shall not relieve the Employer of the obligation to pay and the Employer agrees that the Trustee shall have authority and capacity to take any action required at law to enforce payment of all such sums as may be due and unpaid.
- 13.08** When the Trustees determine that an Employer has failed to remit contributions and deductions in accordance with clause 13.01, or has failed to remit the contributions and deductions within the specified time, such Employer shall forthwith upon written demand from the Trustees:
- (a) make payment of all contributions, deductions, liquidated damages and interest as are determined to be owing;
  - (b) complete and remit all reporting form(s) outstanding;
  - (c) pay an amount equal to all of the legal fees and expenses incurred by or on behalf of the Fund in connection with the collection of contributions, deductions, liquidated damages and interest or attempts thereat;
  - (d) post a Surety Bond in the principal sum of **\$10,000.00** to be held by the Trustees to insure and guarantee the remittance of contributions and deductions in accordance with clause 13.01.

**ARTICLE XIII - PAYMENT OF WELFARE AND OTHER FUND CONTRIBUTIONS,  
ADMINISTRATION AND UNION DUES Continued**

**13.09** It is agreed that failure of the Employer to remit contributions and deductions within the twenty (20) calendar days as specified in Clause 13.01 may result in all employees being removed by the Union from any work being performed by such Employer without this being in violation of the Agreement on the part of the Union.

It is further agreed the Union shall not supply any additional or replacement employees to such Employer so long as he remains delinquent.

**ARTICLE XIV - PIECE WORK AND MOONLIGHTING**

**14.01** All members of the Union expressly agree not to accept employment from any individual firm, co-partnership or corporation unless signatory to this Agreement, and complying with all the requirements of this Agreement, except where pre-authorized or directed by the Union for the purpose of organizing or certification.

**14.02** No member of the Union shall engage work as a contractor or subcontractor unless they have first become signatory to this Agreement.

**14.03** Except as provided in the paragraphs which follow, Employers signatory to this Agreement shall only sublet, assign or transfer work to a firm or corporation signatory to this Agreement, in good standing with the Workers Compensation Board of Ontario (substantiated by a Clearance Certificate on request from the Union), and employing a minimum of one employee other than the owner.

Where the Employer contracts to perform work not traditionally performed by Glaziers, the Employer may sub-contract such work provided it is sub-contracted to an Employer in contractual relations with an A.F.L./C.I.O./C.F.L. Union provided the following conditions are met:

- (a) The Employer grants the Union a forty-eight (48) hour period in which to supply a list of Employers signatory to this Agreement which can perform the specific work otherwise being sub-contracted.
- (b) The Employer(s) on the list provided by the Union can perform the work otherwise being sub-contracted economically and qualitatively satisfactory to the Employer responsible for the work.

**14.04** Any member of the Union violating any of these Clauses shall immediately lose his/her membership in the Union and all rights of Union membership, including his/her rights under any Trust Funds.

**14.05** No member of the Union shall work on a piece work basis.

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**ARTICLE XV - SAFETY AND HEALTH**

- 15.01 **The** Employer will make reasonable provisions for the safety and **health** of its employees during working hours and the Union agrees to co-operate **with the** Employer in maintaining proper observation of **all** safety and **health** rules. The parties **shall** observe **the** provisions **of** Ontario's Bill 70, an Act **respecting** the Occupational **Health and** Occupational Safety of Workers, and the Workers' Compensation Act.
- 15.02 Effective May 1, 1994 each Employer **shall** contribute one (**\$0.01**) cent for **each** hour worked by each employee to **the Health** and Safety Fund of the International Brotherhood of Painters and Allied Trades. Contributions are to be remitted in accordance **with Article XIII**, Payment of Welfare and Other Fund Contributions, Administration and Union Dues.

**ARTICLE XVI - CAR ALLOWANCE**

- 16.01 An employee using **their** own car at the Employer's request will be paid an allowance of **thirty cents (\$0.30)** per kilometre effective June 1, 1990.

**ARTICLE XVII - HOURS OF WORK**

- 17.01 Normal hours of work **shall** be scheduled consecutively between **the** hours of **6:30 a.m.** and **5:30 pm.**

**ARTICLE XVIII - WAGE RATES**

- 18.01 Wage rates shall be as outlined in the **attached** appendices for **each** Local by **geographic** area. 500  
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- 18.02 Journeyperson **with a Certificate** of Qualification outside Toronto will **reach** eighty per cent (**80%**) of the Toronto rate in four equal increments over four (**4**) years commencing May 1, 1981. **This clause** is inoperative for the duration of **this** agreement.
- 18.03 **All employees shall be paid weekly by cheque or bank transfer on Thursday or prior thereto or cash on Friday and such cheque** or wage package shall show clearly **the** number of hours worked and **the** list of all deductions. Overtime if worked, **shall** be **determined** and stipulated by **the** number of **each** overtime hours worked.

**ARTICLE XIX - OUT OF TOWN WORK**

- 19.01 All work performed outside **the** Travelling Zone or outside **the** city limits, whichever is applicable, **shall** be termed out of town work.
- 19.02 **Where** job length is one (**1**) day or less and the Employer provides **the** transportation:
- All employees will be paid at straight time for all travelling time.
  - **Meals** will be the employee's responsibility.

**ARTICLE XIX - OUT OF TOWN WORK Continued**

19.02 Where job length is one (1) day or less and the employee is requested by the Employer to use their own car:

- The employee will be paid at straight time for all travelling time.
- Where passengers travel in an employee's car, they will be paid at straight time for all travelling time.
- Meals will be the employee's responsibility.

19.03 Where an employee is required by their Employer, due to the location and duration of the job, to remain overnight out of town, the Employer shall provide for the cost of the room plus meals effective June 1, 1990, broken down as follows:

Breakfast	\$ 5.00
☺ Lunch	6.00
Dinner	13.00
Room	<u>10.00</u> or receipted bill if greater
	<b>\$34.00</b>

If the travelling time is to be overnight the Employer will provide a sleeping berth and/or hotel room and the employee will be paid at straight time for hours spent in travelling.

**ARTICLE XX - SHIFT WORK**

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20.01 When shift work is required it may be started at any time between the hours of 4:00 p.m. and 6:00 pm. in accordance with the requirements of the situation. It is agreed that seven (7) hours work shall constitute a shift for which the employees shall receive eight (8) hours pay.

20.02 In premises occupied at the time the work is tendered and where the Employer cannot work normal hours of work as set out in Clause 17.01 and Article III - Hours of Work in each Appendix due to job conditions and/or owner, tenant, or contractor requirements, or the area in which the work is to be performed is used for business as usual purposes during the day, a regular work period or periods of eight (8) consecutive hours in any twenty-four hour period may be worked for five (5) consecutive twenty-four hour periods excluding Sundays and Statutory Holidays, Work performed during the above noted five (5) consecutive twenty-four hour periods shall be paid at the regular day shift wage rate. The remaining twenty-four (24) hour period shall be fixed as Saturday and, if worked by the employee, shall be paid at regular overtime rates as if for Saturday work. (Weekly hours of work for Local 1819 employees - Appendix D Toronto Area is 37.5 hours and this Occupied Premises Clause is to be applied accordingly.)

**ARTICLE XXI - UNION OBLIGATION**

21.01 The Union shall not supply its members to any Employer which has not entered into this Agreement with the Union.

**ARTICLE XXII - REST PERIODS**

22.01 Employees will be allowed a rest period of ten (10) minutes **each morning** and ten (10) minutes **each** afternoon.

**ARTICLE XXIII - SEPARATION AND REPORTING PAY**

23.01 Eight (8) working **hours** notice or four (4) **hours** pay will be given to any employee **being** laid off.

$\frac{28}{001}$

23.02 **When employee(s)** report for work and **are** sent home they **shall receive** two (2) **hours pay** if it is caused by **the** Employer's error. **Employees** who report to work at the request of **the** Member Employer and cannot start or **continue** work due to **inclement** weather, or reasons beyond the control of **the** Employer, shall be entitled to a minimum of two (2) hours pay providing **they** remain on the job at the request of the **Supervisor** and perform such work **as** assigned by their Supervisor, providing it does not subject the employee to inclement weather conditions.

$\frac{46}{02}$

$\frac{48c}{1}$

23.03 Employees shall receive all monies owing them by **the following** pay period **when** laid off or discharged.

**ARTICLE XXIV - LOCAL TERMS AND CONDITIONS**

24.01 Local terms and conditions are covered in the attached appendices A to L and by reference become part of **this Collective** Agreement.

**ARTICLE XXV - UNION AND EMPLOYER JOINT TRADE BOARD COMMITTEE**

25.01 **In** consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship **between the** Employer and **the** Union, upon signing of this Agreement a Joint Trade Board Committee shall be established.

$\frac{6}{1}$

25.02 This Committee **shall** be **composed** of three (3) representatives appointed by the Architectural Glass and Metal Contractors Association, maximum of one (1) representative from any one (1) member Employer, and three (3) representatives **appointed** by the Union. One (1) of the members so appointed shall be elected **Chairperson** of the Committee and one (1) person shall **be elected Secretary of the Committee provided that when the Chairperson is from the Employer appointees the Secretary shall** be from the Union appointees and vice **versa**.

25.03 The **Chairperson** and **Secretary** shall rotate annually.

25.04 A **quorum** consists of four (4) representatives; two (2) **being** appointees from the Employers and two (2) from **the** Union.

25.05 This Committee shall meet quarterly or at any time deemed necessary to investigate, assess and recommend solutions to **the** various problems for the betterment of **the** Glass Industry.

**ARTICLE XXVI - WELFARE PLAN**

26.01 Effective June 22, 1995, the Employers on behalf of the employees covered by this Agreement, agree to pay into the Welfare Trust Fund, contributions in the amount of one dollar and five cents (\$1.05) per hour for every hour worked. Effective May 1, 1996 and for the balance of the life of this Agreement, the contribution rate will be one dollar and fifteen cents (\$1.15) per hour for every hour worked

720.12  
954

26.02 Welfare Trust Fund contributions are to be remitted in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, ✓

765  
720.12  
954

26.03 The Union and Association shall have equal representation (three (3) delegates each) to administer this Fund. Employer trustees shall be active employees of member Employers,

**ARTICLE XXVII - PENSION PLAN**

27.01 Effective November 1, 1994, the Employers, on behalf of the employees covered by this Agreement, agree to pay into the Glaziers Pension Trust Fund of Ontario, contributions in the amount of eighty cents (\$.80) per hour for every hour worked. Effective May 1, 1996, and for the balance of the life of this Agreement, the contribution rate will be ninety cents (\$.90) per hour for every hour worked,

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The amount for Local 1819 (Toronto) is outlined in the appendix for that area.

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27.02 Effective May 1, 1993, the Employers, on behalf of the employees covered by this Agreement, agree to pay into the International Brotherhood of Painters and Allied Trades Union and Industry Pension Plan (Canada), contributions in the amount of eighty cents (\$.80) per hour for every hour worked. Effective May 1, 1997, and for the balance of the life of this Agreement, the contribution rate will be ninety cents (\$.90) per hour for every hour worked.

81a,b  
99998

27.03 Glazier Pension Trust Fund of Ontario and Industry Pension Plan (Canada) contributions are to be remitted in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues.

81c,d  
99997

27.04 The Union and Association shall have equal representation (three (3) delegates each) to administer this Fund. Employer trustees shall be active employees of member Employers.

**ARTICLE XXVIII - STATUTORY HOLIDAYS**

28.01 For the purpose of this Agreement the following holidays shall be termed as Statutory Holidays:

53  
090

New Year's Day  
Good Friday  
Victoria Day

Canada Day  
Civic Holiday  
Labour Day

Thanksgiving Day  
Christmas Day  
Boxing Day





**ARTICLE XXIX - VACATION AND STATUTORY HOLIDAY PLAN**

- 29.01 **Vacation and Statutory Holiday pay for all employees covered by this Agreement shall be paid at the rate of ten per cent (10%) of gross wages earned effective June 23, 1980 and shall be remitted monthly in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, Such remittances shall go into a Fund known as the Vacation Pay Trust Fund Such funds shall be administered by the Trustees to be established with equal representation from the Union and the Association.**
- 29.02 **The Vacation Pay Trust Fund Trustees shall promptly notify the Ontario Council of the International Brotherhood of Painters and Allied Trades of the failure of any Employer covered by this Agreement to pay contributions defined in Clause 29.01 in accordance with Clause 13.01.**
- 29.03 **Employers shall, upon receipt of a statement from the Fund Administrator, remit five dollars (\$5.00) for each late employee vacation pay cheque produced as a result of the Employer being delinquent at the time of vacation payout.**

**ARTICLE XXX - APPRENTICESHIP AND TRAINING FUND**

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- 30.01 (a) **Effective June 22, 1995, each Employer shall remit in accordance with Article XIII, Payment of Welfare and Other Fund contributions, Administration and Union Dues, ten (\$0.10) cents per hour for each hour worked by each employee covered by this Agreement to a fund known as the "Ontario Apprenticeship and Training Fund". Contribution rate to be reviewed by the parties effective May 1, 1997.**
- 30.01 (b) **Effective May 1, 1994, each Employer shall remit in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, two (\$0.02) cents per hour for each hour worked by each employee covered by this Agreement to a fund known as the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund.**
- 30.02 **If in the future Federal or Provincial Apprenticeship Training Funds are curtailed, both parties agree to renegotiate any required joint funding to maintain the apprenticeship training.**
- 30.03 **All registered apprentices in the employ of the Employer shall as a condition of employment attend all scheduled Apprenticeship Schooling in the program, Failure to attend school will result in the Union seeking termination of the apprentice from the Apprenticeship program and the apprentice's union membership.**
- 30.04 **Ratio of Journeypersons to Apprentices shall be no more than one (1) Registered Apprentice for every three (3) Journeypersons.**

**ARTICLE XXXI - DURATION OF AGREEMENT**

- 31.01 **This Agreement shall become effective on the 22th day of June, 1995, and shall continue to remain in effect until the 30th day of April, 1998, and shall continue in force triennially thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within a period not more than ninety (90) days and not less than thirty (30) days before the 30th day of April, 1998, or in a like period in any triennial year thereafter.**

**ARTICLE XXXII - ENABLING PROVISION**

32.01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in a specific Local Union jurisdictional territory the terms and conditions in this Agreement for that Local Union am may be changed or amended by Local Employer Associations and Local Unions subject to the condition that such change or amendment shall not be effective unless and until it has the written agreement of both Architectural Glass and Metal Contractors Association and the Ontario Provincial Council, International Brotherhood of Painters and Allied Trades. Any change or amendment shall only be effective in the geographic area involved.

**ARTICLE XXXIII ONTARIO CONSTRUCTION SECRETARIAT**

33.01 Effective May 1, 1994, each Employer shall contribute to the Ontario Construction Secretariat two (\$0.02) cents for each hour worked by each employee covered by this Agreement. Contributions are to be remitted in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, Such amounts on receipt shall be immediately paid by the Glazier Funds Administrator to the Ontario Construction Secretariat.

**ARTICLE XXXIV - UNION INDUSTRY FUND CONTRIBUTIONS**

34.01 Effective June 22, 1995, each Employer shall contribute ten (\$0.10) cents per hour for each hour worked by each employee covered by this Agreement to a fund known as the Union Industry Fund Contributions are to be remitted in accordance with Article XIII, Payment of Welfare and Other Fund Contributions, Administration and Union Dues. Such amounts on receipt shall be immediately paid to the Ontario Council of the International Brotherhood of Painters and Allied Trades.



**LETTER OF INTENT**

between

**The Architectural Glass and Metal  
Contractors Association**

**and**

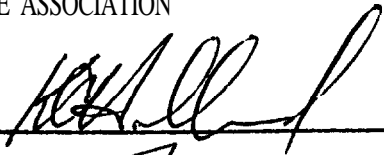
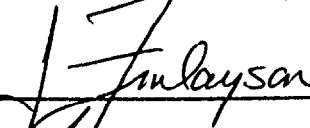
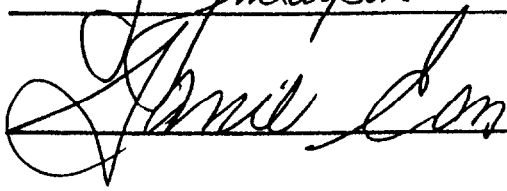
**The International Brotherhood  
of Painters and Allied Trades  
and the Ontario Council of the  
International Brotherhood of  
Painters and Allied Trades**

The interest earned by the investment of monies paid into the Vacation and Statutory Holiday Pay Fund shall be firstly applied against the administration costs of the Vacation and Statutory Holiday Pay Fund.



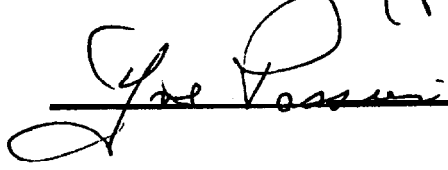

The balance shall be paid to the Architectural Glass and Metal Contractors Association,

SIGNED THIS 9<sup>th</sup> day of August, 1995

FOR THE ASSOCIATION

  
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FOR THE UNION

  
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**LETTER OF INTENT**

**between**

**The Architectural Glass and Metal  
Contractors Association**

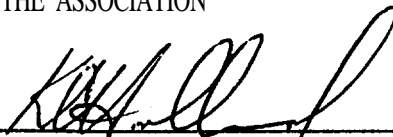
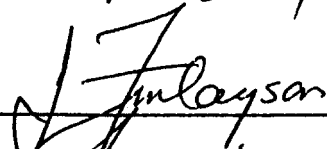
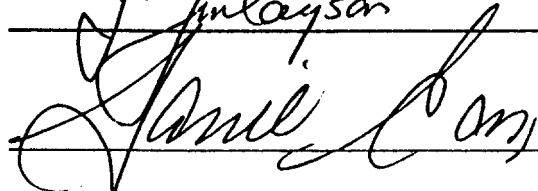
**and**

The International Brotherhood  
of Painters and **Allied Trades**  
**and** the Ontario Council of the  
**International Brotherhood of**  
Printers and Allied Trades

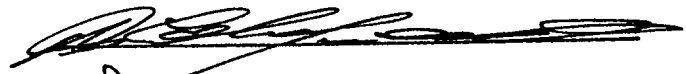
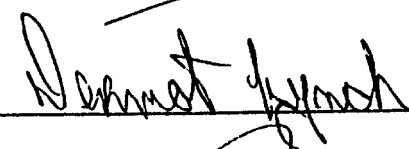
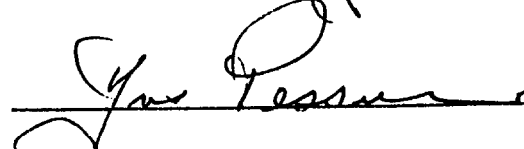
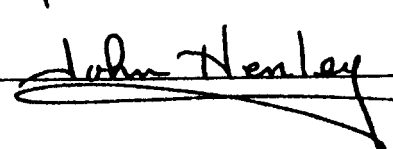
Clause "I" under the General Powers of Trustees in **the** current Trust Agreement for the International Brotherhood of Painters and **Allied Trades, Province of Ontario Benefit Plan Trust** **authorizing** examination of an Employers financial records shall be inoperative **unless** a **similar** Clause is negotiated into this Collective Agreement.

SIGNED THIS 7<sup>th</sup> day of August, 1995.

FOR THE ASSOCIATION

  
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FOR THE UN-ION

  
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LETTER OF CLARIFICATION

between

The **Architectural** Glass and Metal  
Contractors Association

and

The International Brotherhood  
of Painters and Allied Trades  
and the Ontario Council of the  
International Brotherhood **of**  
Painters and Allied Trades

**AGMCA** Administration Office may continue to **purchase Health** Benefits through the International Brotherhood **of Painters and Allied** Trades, Province of Ontario Health and Welfare Trust Fund.

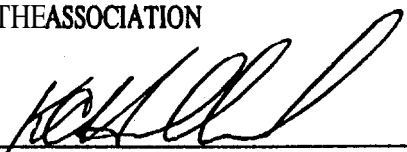
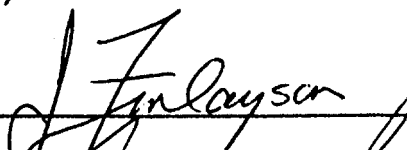
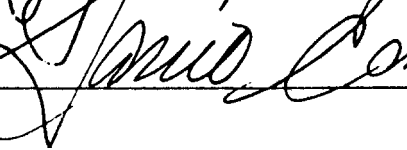
“Non-reversion” under the International Brotherhood of Painters and Allied Trades, Province **of Ontario** Vacation Pay Trust **Fund**, is not applicable to excess interest payable to the Association in accordance with this Collective Agreement.

“Similarity **of** Benefits” provision in the Declaration Of Trust of the International Brotherhood of Painters and Allied Trades, Province of Ontario Benefit Plan Trust Fund will have no material **affect** on Benefits provided Glazier Beneficiaries.

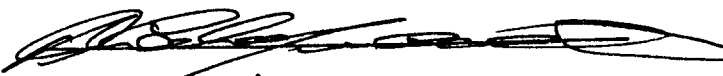
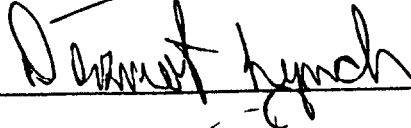
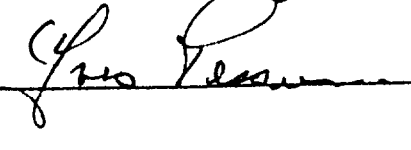

There is no intent at this time to change the Administrator of the Apprenticeship and Training Fund.

SIGNED THIS *9<sup>th</sup>* day of *August*, 19*95*

FOR THE ASSOCIATION

  
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FOR THE UNION

  
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**JOURNEYPERSON TOOL LIST**

THESE ARE TOOLS A JOURNEYPERSON SHOULD HAVE TO DO THE JOB

QUANTITY	DESCRIPTION
<b>1 pair</b>	Eye Goggles <b>with case</b>
<b>1 pair</b>	Hand Rubber Pads
1 set	<b>Allen Keys</b>
1 only	<b>Centre Punch</b>
1 only	Chalk Line
1 only	<b>Chisel - wood</b>
1 only	Chisel - cold
<b>1 pair</b>	<b>Glass Pliers</b>
1 only	Hacksaw Frame
1 only	Hammer-claw
1 only	Hammer - rubber or plastic
1 only	<b>Level - 24-inch spirit</b>
1 only	<b>Measuring Tape</b>
1 only	Nail set
1 only	<b>Paint Brush - 4"</b>
<b>1 pair</b>	Pliers - combination
1 only	Plumb Bob
1 only	Pointing Trowel
1 only	Putty Knife - straight
1 only	Putty Knife - bent
1 only	Razor Blade Scraper
1 only	Screwdriver - Rob. - green
<b>1 only</b>	Screwdriver - Rob. - red
<b>1 only</b>	Screwdriver - Rob. - black
<b>1 only</b>	Screwdriver - <b>Phil. - CP - 1</b>
1 only	Screwdriver - <b>Phil. - CP - 2</b>
1 only	Screwdriver - Phil. - <b>CP - 3</b>
1 only	Screwdriver - Flat - <b>10"</b>
1 only	<b>Screwdriver - Flat - 8"</b>
1 only	Screwdriver - Flat - 6
1 only	Spanner adjustable - <b>8"</b>
1 set	Spanner Open end <b>3/8" to 1"</b>
1 only	scribe
1 only	<b>Square - combination</b>
1 only	square-bevel
2 only	Tap Handles - <b>1/4" + 1/2"</b>
<b>1 pair</b>	<b>Tinsnips</b>
1 only	Tool Box

**EMPLOYER TOOL LIST**

THESE ARE **TOOLS** AN EMPLOYER SHOULD HAVE TO DO THE JOB

QUANTITY	DESCRIPTION
1 only	<b>Electric Hand</b> Drill
1 only	Safety Helmet
<b>1 only</b>	First-Aid Kit for each truck
<b>1 only</b>	<b>Caulking Gun</b>
<b>1 only</b>	<b>C-Clamp</b>
ALL	Extension Cords - 50 feet
1 only	<b>Roll In</b> Too!
1 only	<b>Suction Cups</b> - 3 cup type
1 only	<b>Wrecking Bar</b>
3	DrillBits(H.S.S.)7/64"
3	<b>Drill Bits (H.S.S.)1/8"</b>
3	DrillBits(H.S.S.)7/32"
3	<b>Drill Bits (H.S.S.)9/64"</b>
3	DrillBits(H.S.S.)1/4"
3	<b>Drill Bits (H.S.S.)5/32"</b>
3	<b>Drill Bits (H.S.S.)#7</b>
3	<b>Drill Bits (H.S.S.)#16</b>
3	<b>Drill Bits (H.S.S.)#21</b>
3	<b>Drill Bits (H.S.S.)#25</b>
3	Drill Bits(H.S.S.)#29
3	<b>Drill Bits (H.S.S.)#32</b>
3	Drill Bits(H.S.S.)#40
1	Counter <b>Sink (1/4"shank)1/2"</b> dia.
1	<b>Counter sink (1/4"shank)3/8"</b> dia.
4	<b>12"</b> Hacksaw Blades <b>24</b> point
2	<b>12"</b> Hacksaw Blades <b>32</b> point
1 only	Files - flat <b>12"</b> bastard cut
1 only	<b>Files</b> - flat <b>12"</b> second cut
1 only	<b>Files</b> - flat <b>8"</b> second cut
1 only	<b>Files</b> - half round <b>10"</b> bastard cut
1 only	<b>Files</b> - half round <b>10"</b> second cut
3	<b>Carboloy</b> s-3/16" diameter
3	<b>Carboloy</b> s-1/4" diameter
3	<b>Carboloy</b> s-5/16" diameter
2	<b>Carboloy</b> s - 1/4" - 5" shaft
2	<b>Carboloy</b> s - 5/16" - 5" shaft
2	<b>Glass Cutter</b>
2	<b>(Sets) Taps</b>
<b>1 only</b>	Hole Saw <b>with</b> Arbor



## APPENDIX A

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR OTTAWA, LOCAL 200, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTIES OF RENFREW, LANARK, GLENGARRY, CARLETON, GRENVILLE, PRESCOTT, DUNDAS, STORMONT, RUSSELL.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

**1.01** Work zones shall extend to a radius of **48 kms**, from Carleton University. **This** area will be made up of six **(6)** zones, **each radiating** from Carleton University, and shall be paid for at the **following** rates, regardless of the residence of the **employees**, effective **June 1, 1990**.

ZONE 1	0 - 8 km	Free
ZONE 2	9 - 16 km	\$2.00 daily
ZONE 3	17 - 24 km	\$3.00 daily
ZONE 4	25 - 32 km	\$4.00 daily
ZONE 5	33 - 40 km	\$5.00 daily
ZONE 6	41 - 48 km	\$6.00 daily

The Employer will pay for **the** first and last day of **parking** on the job provided parking receipt is submitted.

**1.02** Zone Allowance will **only** apply when employees go **direct** to work and start at **recognized** starting time and stay on **the** job until the **recognized** quitting time, except when the Employer requires **him/her** to do otherwise.

**1.03** Wherever employees travel to jobs other **than** in the Employer's transportation the zone **allowance will** apply. **When employees** have to return to the shop from **the** job site after **normal** working hours, **they will be** paid for travelling time at **straight** time. A maximum of one **(1)** passenger, and **all** necessary **tools per** car is permitted.

**1.04** Where an employee uses their own car for such **purpose they will be** paid at overtime rates **where** overtime is applicable. **Zone allowance will not be** paid for **in-shop** work,

**1.05** For multiple journeys within **the** zones where an employee uses **their** own car at **the** Employer's request **they will** be paid a car **allowance**. However, employees shall not be paid when reporting directly to in-town job sites and their return at **the** end of the **shift**.

**ARTICLE II - WAGES**

2.01 Journey person Glazier Metal Mechanic with Certificate of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$22.05	\$22.35	\$22.55	\$23.00

2.02 Swing Stage work shall be paid a premium of one dollar (\$1.00) per hour.

2.03 Charge hands shall receive one dollar (\$1.00) hourly premium, and on any job where there are five (5) or more employees employed, the Employer must designate a Journey person or Lead Hand as Chargehand,

2.04 Lead Hand to be paid additional fifty cents (\$.50) an hour, where four (4) employees are on the job.

**ARTICLE III - HOURS OF WORK**

3.01 The regular working week & all normally consist of forty (40) hours per week and eight (8) hours per day.

3.02 The regular hours of work are herein specified and are intended only to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

**ARTICLE IV - OVERTIME**

4.01 For the first two (2) hours of work performed on construction work in excess of the normal working day, the rate of pay shall be one and one-half (1-1/2) the regular hourly rates. For additional hours of work performed on construction work in excess of the normal working day, the rate of pay shall be double the regular hourly rates. On all other work, overtime shall be paid at time and one-half (1-1/2) the regular hourly rates except that double time shall be paid for all work performed on Saturday, Sunday and Statutory Holidays.

4.02 In order for the employee to qualify for overtime rates for work performed, they must have worked every other regular working day of the week in which the overtime occurred unless they were prevented in so doing by certified sickness or because of one of the statutory holidays falling within that week, or otherwise excused by Management. This would not apply if there is a layoff and work is not available for the entire week. In such a contingency, the overtime rate over eight (8) hours per day will be in effect.

P. 29

**ARTICLE V - WORK TOOLS**

5.01 All present Journey persons must have all necessary hand tools. Replacement will be the responsibility of the employee. All new Journey person employees will be required to provide their own hand tools, as per the tool list in the Master Agreement.

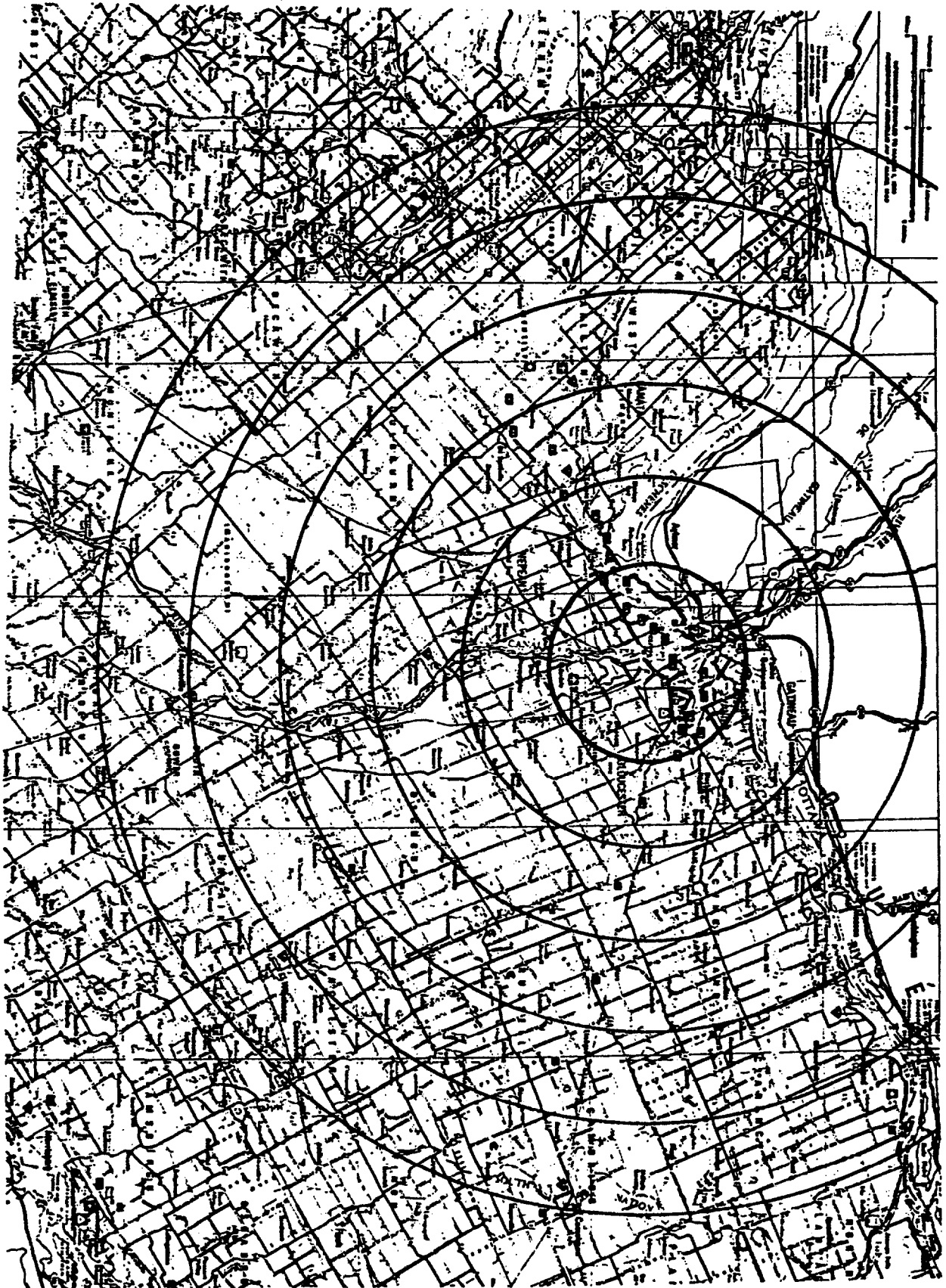
5.02 Every effort will be made to provide a heated area during the winter months for lunch purposes.

**ARTICLE VI - APPRENTICES**

6.01 The rates of pay for apprentices enrolled subsequent to June 23, 1980 shall be the following percentages of the Journey person's rate:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th .	1,000 hours	.....	95%

*OTTA WA ZONE - LOCAL 200*



**APPENDIX B**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C. SECTOR OF THE CONSTRUCTION INDUSTRY FOR THE KINGSTON, BELLEVILLE AND PETERBOROUGH LOCAL 114, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTIES OF HASTINGS, FRONTENAC, LEEDS, LENNOX, ADDINGTON, NORTHUMBERLAND, VICTORIA, PETERBOROUGH, HALIBURTON, PRINCE EDWARD.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Work performed outside the city **limits shall** be termed Out-of-Town Work.

**ARTICLE II - WAGES**

2.01 Journeyperson **Glaziers Metal Mechanic** with Certificate of **Qualification**.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$19.09	\$19.39	\$19.59	\$20.04

2.02 Swing Stage work **shall** be paid for at a premium of one **dollar (\$1.00)** per hour.

2.03 Chargehands **shall** receive one **dollar (\$1.00)** hourly premium, and on any job where there are **five (5)** or more **employees** employed, the Employer must designate a **Journeyperson** or Lead Hand as **Chargehand**.

2.04 **Lead Hand shall be a qualified** Journeyperson who is required to be responsible for the quality and production of work **They shall** be so designated by the Employer as **Lead Hand** and **shall** receive a premium of **fifty cents (\$.50)** per hour above **the** regular hourly **Journeyperson** rates for the duration of their assignment unless **otherwise** performing Chargehand duties for **which they shall** receive **Chargehand** rates.

**ARTICLE III - HOURS OF WORK**

3.01 The following **paragraphs** and sections are intended to **define** the normal hours of work and **shall** not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

3.02 The **normal** work week for **all employees shall** consist of forty **(40)** hours, consisting of five **(5)** eight **(8)** hour days, Monday to Friday inclusive, between the hours of **6:30 a.m.** and **5:30 p.m.**

**ARTICLE IV - OVERTIME**

- 4.01 All time worked over **eight (8)** hours in any one **(1)** day shall be paid at overtime rates.
- 4.02 In case of absenteeism of an **employee**, said employee shall be **entitled** to overtime rates only **after** forty **(40)** hours in any one **(1)** week, unless they can **establish** to the satisfaction of **the** Employer **the** merits of their absenteeism. **If there** is a holiday or **reduction** in regular work hours in any one **(1)** week, the **number** of hours **involved** shall be deducted **from** the forty **(40)** hours for **the** purpose of present **paragraph**.
- 4.03 **Overtime** shall be paid at the rate of time and one-half of **the** **hourly** rate. Overtime on Sunday **only** will be at **double time**.
- 4.04 There **will** be no overtime paid when overtime required results from the **negligent** act of any employee.
- 4.05 If an employee performs work on any of the Statutory Holidays **they** shall receive payment at **time** and one-half of their regular hourly rate for the time actually worked.

**ARTICLE V - WORK TOOLS**

- 5.01 All present **Journeypersons** must **have** all necessary **hand** tools. Replacement **will** be the responsibility of the employee. All new Journeyman employees will be required to provide their own **hand** tools, as per the tool list in **the** Master Agreement.

**ARTICLE VI - APPRENTICES**

- 6.01 **The** rates of pay for apprentices enrolled subsequent to June **23, 1980** shall be the following percentages of the Journeyman's rate:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%

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## APPENDIX C

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR OSHAWA, LOCAL 1832, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTIES OF DURHAM AND THAT PORTION OF ONTARIO NOT INCLUDED UNDER TORONTO LOCAL 1819 TERRITORIAL JURISDICTION.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

- 1.01 The Employer shall provide transportation to and from the job. When employees have to return to the shop from the job **site** after normal working hours, they will be paid for **travelling** time at straight time.
- 1.02 **Where an employee uses their own car for transportation and returns to the shop from the job site after normal working hours,** they will **be** paid overtime rates where overtime is applicable.
- 1.03 For multiple journeys **within the city** where an employee uses their own **car** at the Employer's request they **will** be paid car allowance.

**ARTICLE II - WAGES**

- 2.01 Journeyperson Glazier Metal Mechanic with **Certificate** of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$23.16	\$23.46	\$23.66	\$24.11

- 2.02 Swing Stage work **shall** be paid for at a premium of one dollar (**\$1.00**) per hour.
- 2.03 **Chargehands shall** receive one dollar (**\$1.00**) hourly premium, and on any job where there are five (**5**) or more **employees** employed, **the Employer** must designate a Journeyperson or Lead Hand as **Chargehand**.
- 2.04 **Lead** Hand shall be a **qualified** Journeyperson who is **required** to be responsible for the quality and production of work **They** shall **be** so designated by the Employer as **Lead** Hand and shall receive a premium of **fifty** cents (**\$.50**) per hour above **the** regular hourly **Journeyperson** rates for the duration of **this** Agreement unless otherwise performing Chargehand duties for **whichtheyshall** receive **Chargehand** rates,

**ARTICLE III - HOURS OF WORK**

- 3.01 The normal hours work shall be eight (8) hours daily between the hours of 6:30 a.m. and 5:30 p.m., Monday through Friday.
- 3.02 Employees will only be paid for time on the job and deductions will be made for late starting or early quitting.

**ARTICLE IV - OVERTIME**

- 4.01 For all work performed on construction work in excess of the normal working day and on Statutory Holidays the rate of pay shall be double the regular hourly rate.

**ARTICLE V - WORK TOOLS**

- 5.01 AU present Journeypersons must have all necessary hand tools. Replacement will be the responsibility of the employee. All new Journeyperson employees will be required to provide their own hand tools, as per the tool list in the Master Agreement.

**ARTICLE VI - APPRENTICES**

- 6.01 The apprenticeship program will be administered and regulated in all its aspects by the Local Apprenticeship Committee Of Toronto. This Committee shall consist of equal representation of members appointed from both Union and the Employers.
- 6.02 The rates of pay for apprentices enrolled subsequent to June 23, 1980 shall be the following percentages of the Journeyperson's rate:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%

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**APPENDIX D**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE CONSTRUCTION INDUSTRY FOR THE TORONTO LOCAL 1819, TERRITORIAL JURISDICTION AS FOLLOWS IN HAL-ION (R.M.); THAT PORTION EAST OF THE EIGHTH LINE AND SOUTH OF HIGHWAY #401; PEEL (R.M.); YORK (R.M.); METROPOLITAN TORONTO; COUNTY OF SIMCOE EXCEPT THE TOWNSHIPS OF RAMA AND MARA; DISTRICT OF MUSKOKA; AND IN DURHAM (R.M.) THE TOWNSHIP OF UXBRIDGE AND THE TOWNS OF AJAX, PICKERING AND WHITBY.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Effective January 1, 1993, work zones shall extend to a radius of 48 kms. from Lawrence Avenue and Yonge Street. This area will be made up of five (5) zones, each radiating from Lawrence Avenue and Yonge Street, and shall be paid for at the following rates, regardless of the residence of the employees:

<b>ZONE 1</b>	<b>0 - 12 km . . . . .</b>	<b>\$2.00 daily</b>
<b>ZONE 2</b>	<b>13 - 24 km . . . . .</b>	<b>\$2.50 daily</b>
<b>ZONE 3</b>	<b>25 - 32 km . . . . .</b>	<b>\$3.50 daily</b>
<b>ZONE 4</b>	<b>33 - 40 km . . . . .</b>	<b>\$4.50 daily</b>
<b>ZONE 5</b>	<b>41 - 48 Km a. . . . .</b>	<b>\$5.50 daily</b>

In the area 0 - 8 km. radiating from Lawrence Avenue and Yonge Street, employees will continue to be paid for parking the first day and last day on the job, provided a parking receipt is submitted.

1.02 Zone allowance will only apply when employees go direct to work and start at recognized starting time and stay on the job until the recognized quitting time, except when the Employer requires them to do otherwise,

1.03 Wherever employees travel to jobs other than in the Employer's transportation the zone allowance will apply. When employees have to return to the shop from the job site after normal working hours, they will be paid for travelling time at straight time. A maximum of one (1) passenger, and all necessary tools per car is permitted.

1.04 Where an employee uses their own car for such purpose they will be paid at straight time, Zone allowance will not be paid for in-shop work.

1.05 For multiple journeys within the zones where an employee uses their own car at the Employer's request they will be paid Car Allowance.

**ARTICLE II - WAGES**

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 22, 1995

N o v e m b e r May 1, 1996

May 1, 1997

\$26.09

\$26.39

\$26.59

~~\$27.04~~ 26.99

2.02 Swing Stage work shall be paid for at a premium of one dollar (\$1.00) per hour.

2.03 Chargehands shall receive one dollar (\$1.00) hourly premium, and on any job where there are five (5) or more employees employed, the Employer must designate a Journeyperson or Lead Hand as Chargehand.

2.04 Lead Hand shall be a qualified Journeyperson who is required to be responsible for the quality and production of work. They shall be so designated by the Employer as Lead Hand and shall receive a premium of fifty cents (\$.50) per hour above the regular hourly Journeyperson rates for the duration of their assignment unless otherwise performing Chargehand duties for which they shall receive Chargehand rates,

**ARTICLE III - HOURS OF WORK**

3.01 The normal hours of work shall be eight (8) hours daily between the hours of 6:30 a.m. and 5:30 p.m., Monday through Thursday, Friday shall be five and one-half (5 1/2) hours.

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3730

3.02 Employees will only be paid for time on the job and deductions will be made for late starting or early quitting.

3.03 When emergency calls are made after the regular working day for outside repair jobs, the employee shall be paid at the overtime rates, from the time he leaves home until they return thereto. The minimum payment for such work shall equal not less than four (4) hours pay at the regular rates, whichever is greater,

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**ARTICLE IV - OVERTIME**

4.01 For all work performed on construction work in excess of the normal working day the rate of pay shall be double the regular hourly rates. On all other work, overtime shall be paid at time and one-half the regular hourly rates except that double time shall be paid for all work performed on Saturday, Sunday and Statutory Holidays.

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**ARTICLE V - WORK TOOLS**

- 5.01 All present Journeypersons must have all necessary hand tools. Replacement **will** be the responsibility of the employee. All new Journeyperson employees **will** be required to provide their own hand tools, as per the tool list in the Master Agreement.
- 5.02 Every effort will be made to provide a heated **area** during the winter months for lunch purposes.

**ARTICLE VI - APPRENTICES**

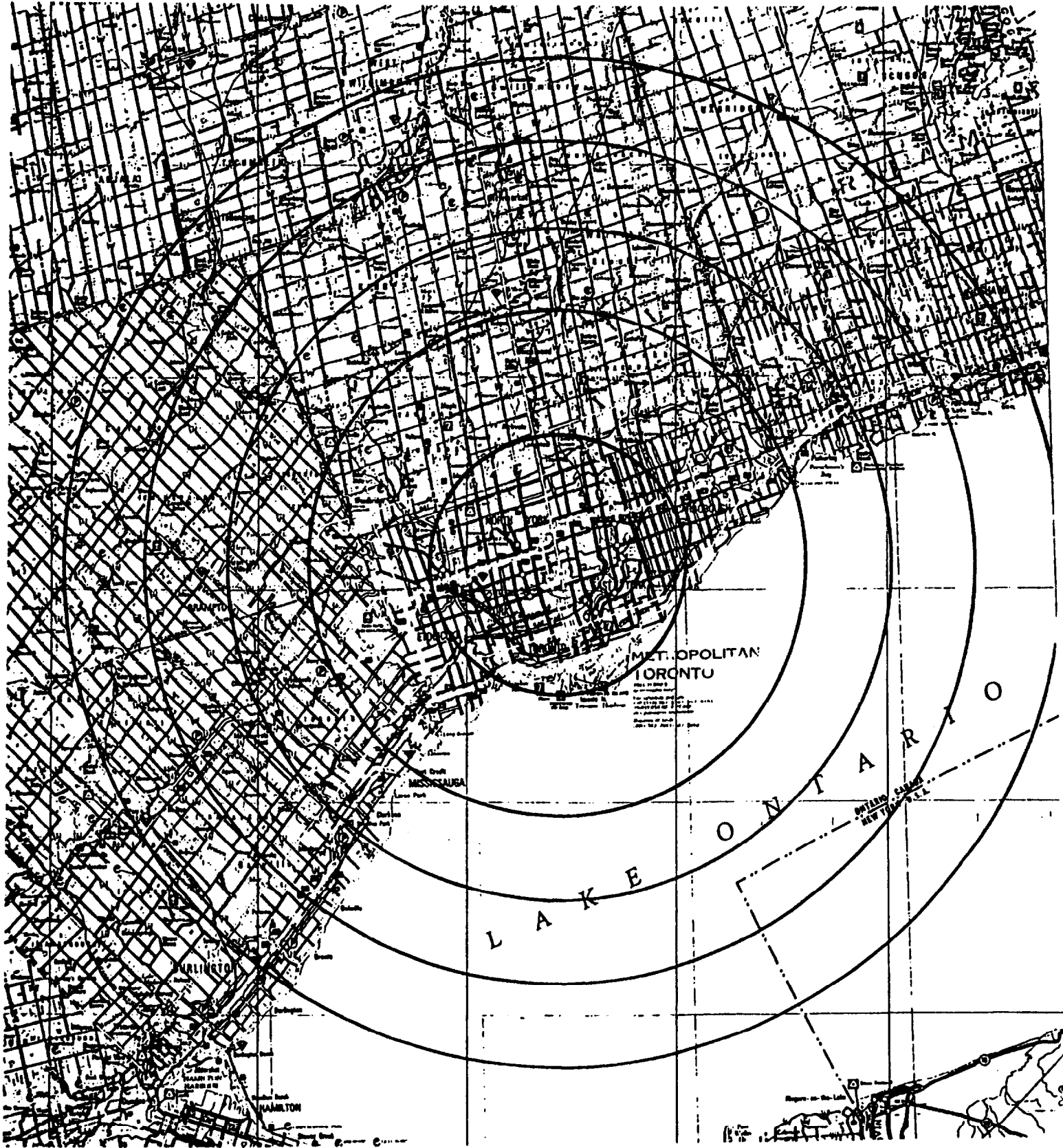
- 6.01 **The apprenticeship program will be administered and regulated in all its aspects by the Local Apprenticeship Committee.**The Committee shall consist of four **(4)** members appointed by the Union and four **(4)** members appointed by the Association.
- 6.02 The rates of pay for apprentices enrolled subsequent to June **23, 1980** shall be the following **percentages** of the **Journeyperson's rate**:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%

**ARTICLE VII - PENSION**

- 7.01 Effective May 1, 1994, Employers, on **behalf** of employees covered by the Agreement, agree to pay into the Glazier-s Pension Trust Fund of Ontario contributions in the amount of one dollar and twenty cents **(\$1.20)** per hour for every hour worked. **Effective May 1, 1996, and for the balance of the life of this Agreement, the contribution rate will be one dollar and thirty cents (\$1.30)** per hour for every hour worked. ✓
- 7.02 Pension Plan Fund contributions are to be remitted in accordance with **Article XIII**, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, in the Master Agreement.

TORONTO ZONE - LOCAL 1819



## APPENDIX E

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR HAMILTON AND NIAGARA PENINSULA LOCAL 1795, TERRITORIAL JURISDICTION AS FOLLOWS, COUNTIES OF HALTON, WENTWORTH, HALDIMAND, WELLAND, LINCOLN, NIAGARA.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

**1.01** Hamilton work zones shall extend to a radius of **48 kms.** from Main and Sherman, Hamilton. Work zones in St. Catharines, Welland and Niagara Falls shall extend to a radius of **48 kms.** from the City Hall of each City. The **48 km.** radius will be made up of **five (5)** zones from each centre and shall be paid for at the following rates, effective June 1, 1988, regardless of the residence of the employee but based on the location of the Employer's shop:

<b>ZONE 1</b>	<b>0 - 16 km</b>	<b>Free</b>
		Employees shall be paid for parking the first day and the last day on job, provided that parking receipt is submitted.
<b>ZONE 2</b>	<b>17 - 24 km</b>	<b>\$2.20 daily</b>
<b>ZONE 3</b>	<b>25 - 32 km</b>	<b>\$3.34 daily</b>
<b>ZONE 4</b>	<b>33 - 40 km</b>	<b>\$4.47 daily</b>
<b>ZONE 5</b>	<b>41 - 48 km</b>	<b>\$5.50 daily</b>

**1.02** Zone allowance will only apply when employees go direct to work and start at recognized starting time and stay on the job until the recognized quitting time, except when the Employer requires them to do otherwise.

**1.03** Wherever employees travel to jobs other than in the Employer's transportation the zone allowance will apply. When employees have to return to the shop from the job site after normal working hours, they will be paid for travelling time at straight time. A maximum of one (1) passenger, and all necessary tools per car is permitted.

**1.04** Where an employee uses their own car for such purpose they will be paid at overtime rates where overtime is applicable. Zone allowance will not be paid for in-shop work.

**1.05** For multiple journeys within the zones where an employee uses their own car at the Employer's request they will be paid Car Allowance, in lieu of zone allowance.

**ARTICLE II - WAGES**

2.01 **Journey**person Glazier Metal Mechanic with **Certificate of Qualification**.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$23.66	\$23.96	\$24.16	\$24.61

2.02 For the purpose of determining which employees must be paid Journey person rates, the following definition **shall apply**:

- (a) All employees holding a **Certificate** of Qualification as a Glazier and Metal Mechanic from the Industrial Training Branch of the Ontario Department of Labour.
- (b) It is further agreed that all employees engaged in installations shall be required to take the **official Glazier & Metal Mechanical Trade** Test under the supervision of the Industrial Training Branch of the Ontario Department of Labour. It is further agreed that the result of each employee's test shall be the method used to compute their appropriate rates of pay on a percentage basis against the rates of **Journey person** in 3.01 and to also place the employee in the proper training and instruction equivalent as outlined in Ontario Regulation 309/70, sub-paragraph 6 Regulations, pertaining to Glazier and Metal **Mechanic** and any future progression will be determined in accordance with these Regulations,

2.03 Swing Stage work shall be paid for at a premium of one dollar (**\$1.00**) per hour.

2.04 Chargehands shall receive one dollar (**\$1.00**) hourly premium, and on any job where there **are** five (**5**) or more employees employed, the Employer must designate a Journey person or Lead Hand as Chargehand.

2.05 Lead Hand shall be a **qualified Journey person** who is required to be responsible for the quality and production of work. **Employees** shall **be** so designated by the Employer as Lead Hand and shall receive a premium of **fifty** cents (**\$.50**) per hour above the regular hourly **Journey person** rates for the duration of their assignment unless otherwise performing **Chargehand** duties for which **they** shall receive **Chargehand** rates.

**ARTICLE III - HOURS OF WORK**

- 3.01 The normal hours of work for employees shall be eight **(8)** hours daily between the hours of **6:30 a.m.** and **5:30 pm.**, Monday through Friday.
- 3.02 **Employees will** only be paid for time on the job and deductions **will** be made for late starting or early quitting,

**ARTICLE IV - OVERTIME**

- 4.01 For all work performed on construction work in excess of the normal working day the rate of pay **shall** be double the regular hourly rate. On **all** other work, overtime shall be paid at time and one-half the regular hourly rates except that double time **shall be** paid for **all** work performed on Saturday, Sunday and Statutory Holidays.
- 4.02 When **emergency calls** are made the employee **shall** be paid at the overtime rates from the time they leaves home until they return thereto. The minimum payment for such work **shall** equal no less than four **(4)** hours **time at** the regular rates, whichever is the greatest.

**ARTICLE V - WORK TOOLS**

- 5.01 All present Journeypersons must have all necessary hand tools. Replacement **will** be the responsibility of the employee. All new **Journeyperson** employees will be required to provide their own hand tools, as per the tool list in the Master Agreement.

**ARTICLE VI - APPRENTICES**

- 6.01 **The Local 1795 Apprenticeship program will be administered by the Local Apprenticeship Committee of Toronto.** **The Local** Apprenticeship Committee will have equal representation from both **the** Union and the Employers from the jurisdiction of the Hamilton-Niagara area.
- 6.02 When the Employers hire a new employee to become an Apprentice, the setting of their rate of pay **will** be done by the Local Apprenticeship Committee of Toronto, **based** on the Apprenticeship Act and the past practice of the Local Apprenticeship committee.

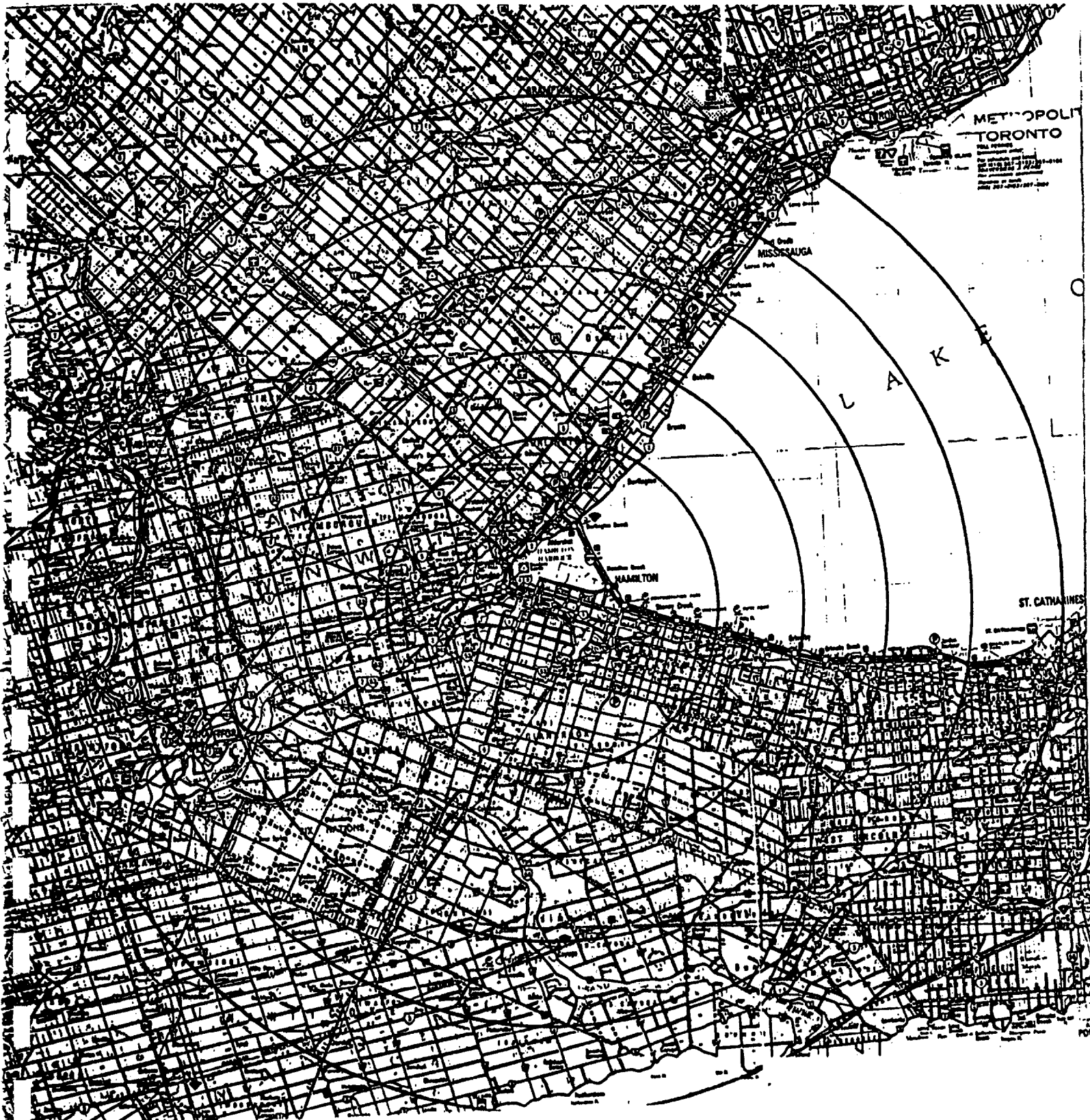
**ARTICLE VI - APPRENTICES Continued**

**6.03** The rates of pay for apprentices enrolled subsequent to June 23, 1980 shall be the following percentages of the Journey person's rate:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%



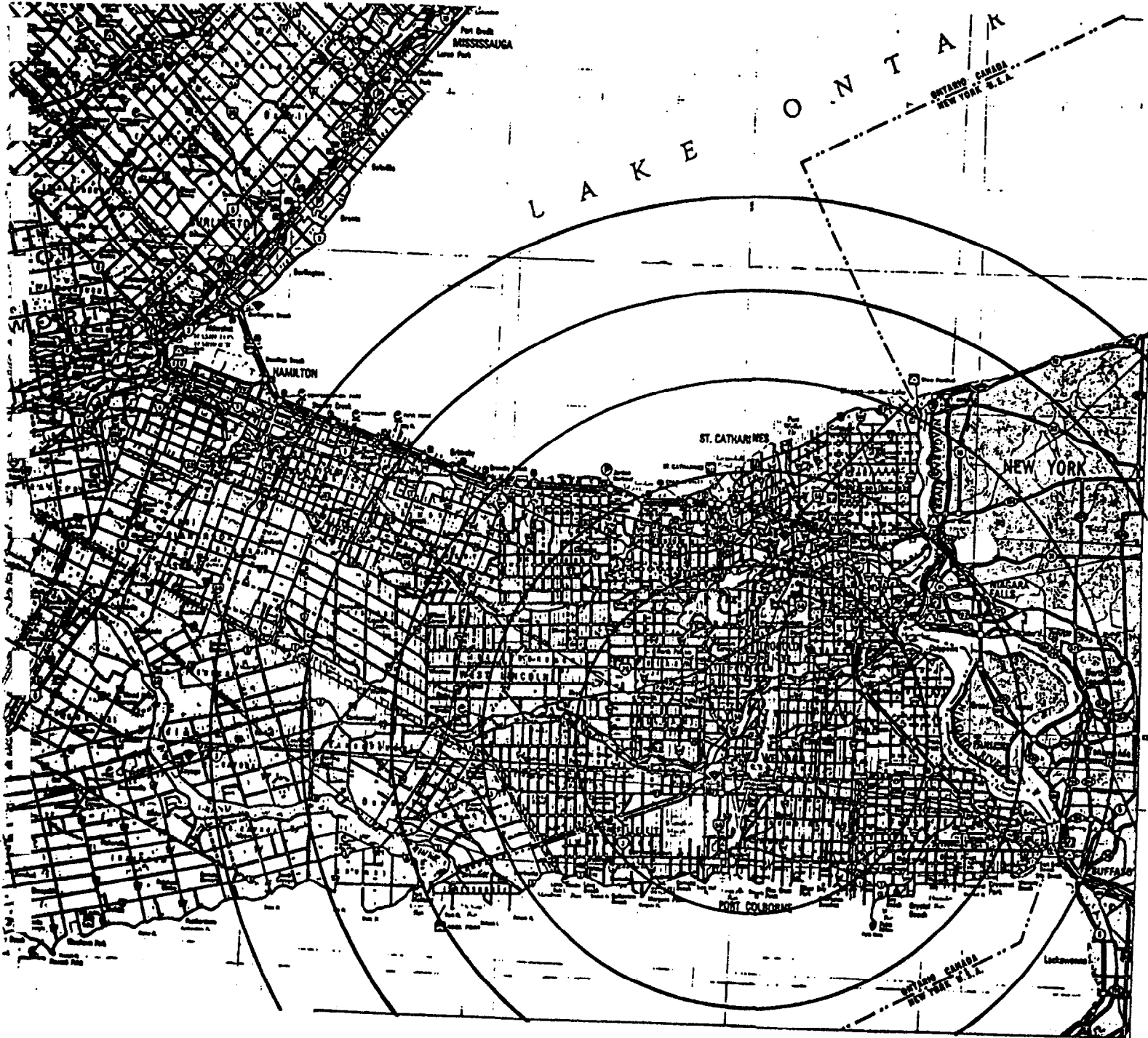
*HAMILTON ZONE - LOCAL 1795*



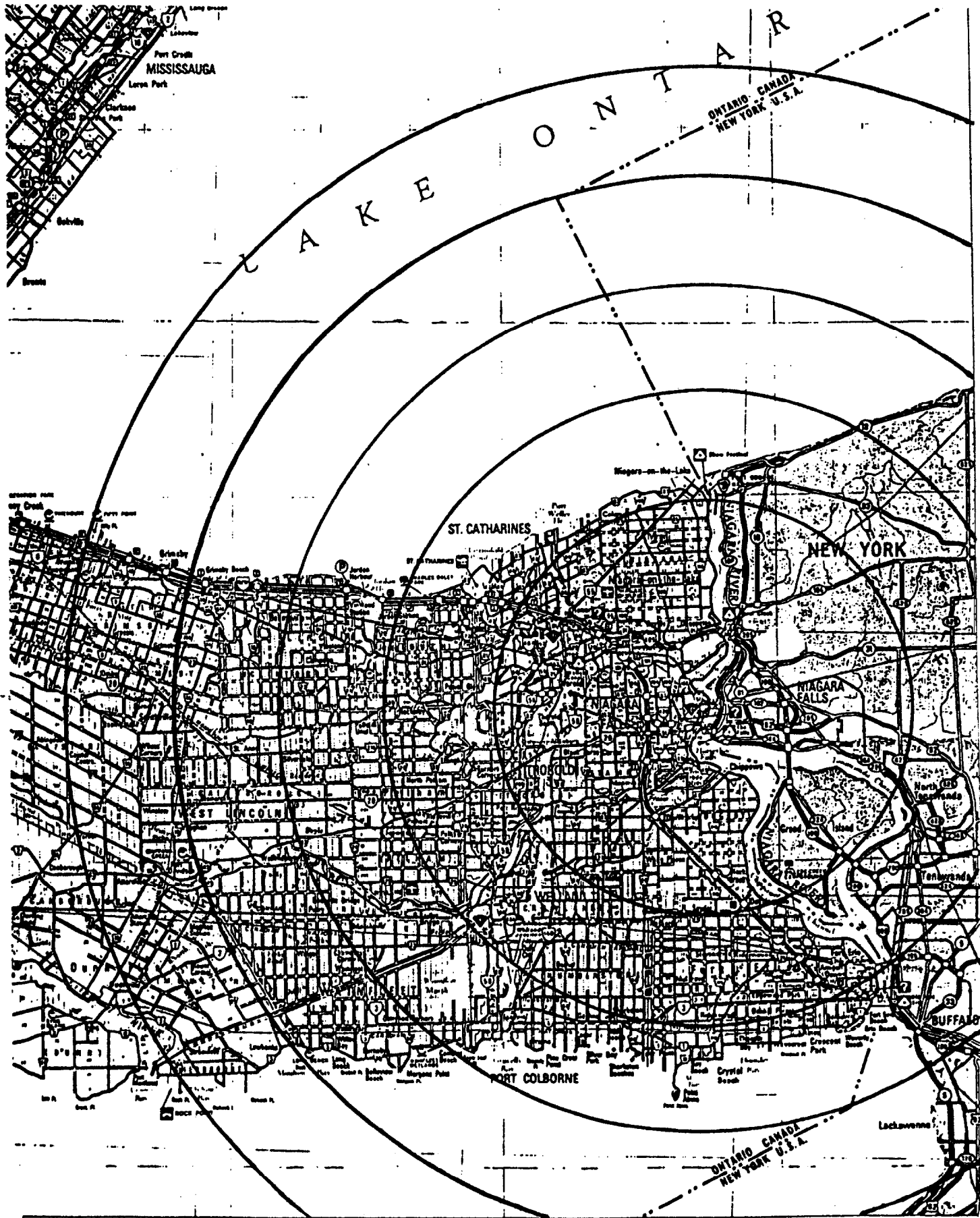
*ST. CATHARINES ZONE - LOCAL 1795*



WELLAND ZONE - LOCAL 1795



NIAGARA FALLS ZONE - LOCAL 1795



**APPENDIX F**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR THE KITCHENER LOCAL 1824, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTIES OF NORFOLK, WELLINGTON, DUFFERIN, BRANT, WATERLOO, GREY.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

**1.01** **Kitchener** - Waterloo work zones shall extend to a radius of **60 km** from King Street & Union Street **Kitchener**. **Guelph** work zones shall extend to a radius of **60 km** from intersection of **Wyndham, Woolwich** and **Eramosa** Streets **Guelph**. **Cambridge** work zones shall extend to a radius of **60 km** from the intersection of Highways **8 & 24**.

The **60 km** radius will be made up of five (**5**) zones from **each** centre and shall be paid for at the following rates **effective** January **1, 1993**, regardless of the residence of the employee, but **based** on the location of the Employer's shop.

**Travel Zones for Kitchener - Waterloo, Guelph, Cambridge.**

<b>ZONE 1</b>	<b>0 - 20 km</b> . . . . .	<b>Free</b>
<b>ZONE 2</b>	<b>21 - 30 km</b> . . . . .	<b>\$2.50 daily</b>
<b>ZONE 3</b>	<b>31 - 40 km</b> . . . . .	<b>\$3.50 daily</b>
<b>ZONE 4</b>	<b>41 - 50 km</b> . . . . .	<b>\$4.50 daily</b>
<b>ZONE 5</b>	<b>51 - 60 km</b> . . . . .	<b>\$5.50 daily</b>

**1.02** Zone allowance will only apply when employees go **direct** to work and start at **recognized** starting time and stay on the job until the **recognized** quitting time, except when the Employer requires them to do **otherwise**.

**1.03** Wherever employees travel to jobs other than in the Employer's transportation the zone allowance will apply. When employees have to return to the shop from the job site after normal working hours, they will be paid for **travelling** time at straight time. A maximum of one (**1**) passenger, **and** all necessary tools per car is permitted.

**1.04** Where an employee uses their own car for **such purpose** they **will** be paid at overtime rates where **overtime** is applicable. Zone allowance will not be paid for in-shop work.

**1.05** For multiple journeys within the zones where an employee uses their own car at the Employer's request, they will be paid Car Allowance, in lieu of zone allowance.

**ARTICLE II - WAGES**

2.01 Journeyperson Glazier Metal Mechanic with Certificate of **Qualification**.

June 22, 1995

November 1, 1995

May 1, 1996

May 1, 1997

\$21.20

\$21.50

\$21.70

\$22.15

2.02 **Swing** Stage work shall be paid for at a premium of one dollar **(\$1.00)** per hour.

2.03 A Chargehand shall be appointed by the Employer on jobs where more than five **(5)** employees are employed on a construction site. A premium of one dollar **(\$1.00)** per hour shall be paid to a **Journeyperson** or Lead Hand appointed Chargehand.

2.04 Lead Hand shall be a qualified **Journeyperson** who is required to be responsible for the quality and production of work. **They** shall be so designated by the Employer as Lead Hand and shall receive a **premium** of **fifty** cents **(\$.50)** per hour above the regular hourly Journeyperson rates for the duration of their assignment unless otherwise performing Chargeband duties for which they shall receive Chargehand rates.

**ARTICLE III - HOURS OF WORK**

3.01 The standard working day shall be between **6:30** am. and **5:30** pm., Monday through Friday, inclusive with the maximum of forty **(40)** hours per week. All other hours worked will be considered overtime.

3.02 The hours of work herein **specified** are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

**ARTICLE IV - OVERTIME**

4.01 Overtime shall be paid at the rate of time and one-half of the hourly rate for all work in excess of eight **(8)** hours daily from Monday through Saturday and double time on Sundays,

4.02 In case of absenteeism of an employee, said employee shall be entitled to overtime rates only after forty **(40)** hours in any one **(1)** week, unless they can establish to the satisfaction of the Employers the merits of their absenteeism. If there is a holiday in any one **(1)** week, or a reduction in hours, the total hours involved shall be deducted from the forty **(40)** hours for the purpose of present paragraph,

4.03 **The rate of pay for work performed on a Statutory Holiday shall be time and one-half of the regular rate of pay of the employee** for all work actually performed.

4.04 There will be no overtime paid to an employee when overtime is the result of a negligent act of such employee.

**ARTICLE V - WORK TOOLS**

5.01 AU present Journeypersons must have all **necessary** hand tools. Replacement **will** be the responsibility of the employee. **All** new Journeyperson employees will be required to provide **their** own hand tools, as per the tool **list** in the **Master Agreement**.

**ARTICLE VI - APPRENTICES**

6.01 **The Local 1824 Apprenticeship program will be administered by the Local Apprenticeship Committee of Toronto. The Local Apprenticeship Committee will have equal representation from both the Union and the Employers from the jurisdiction of the Kitchener area.**

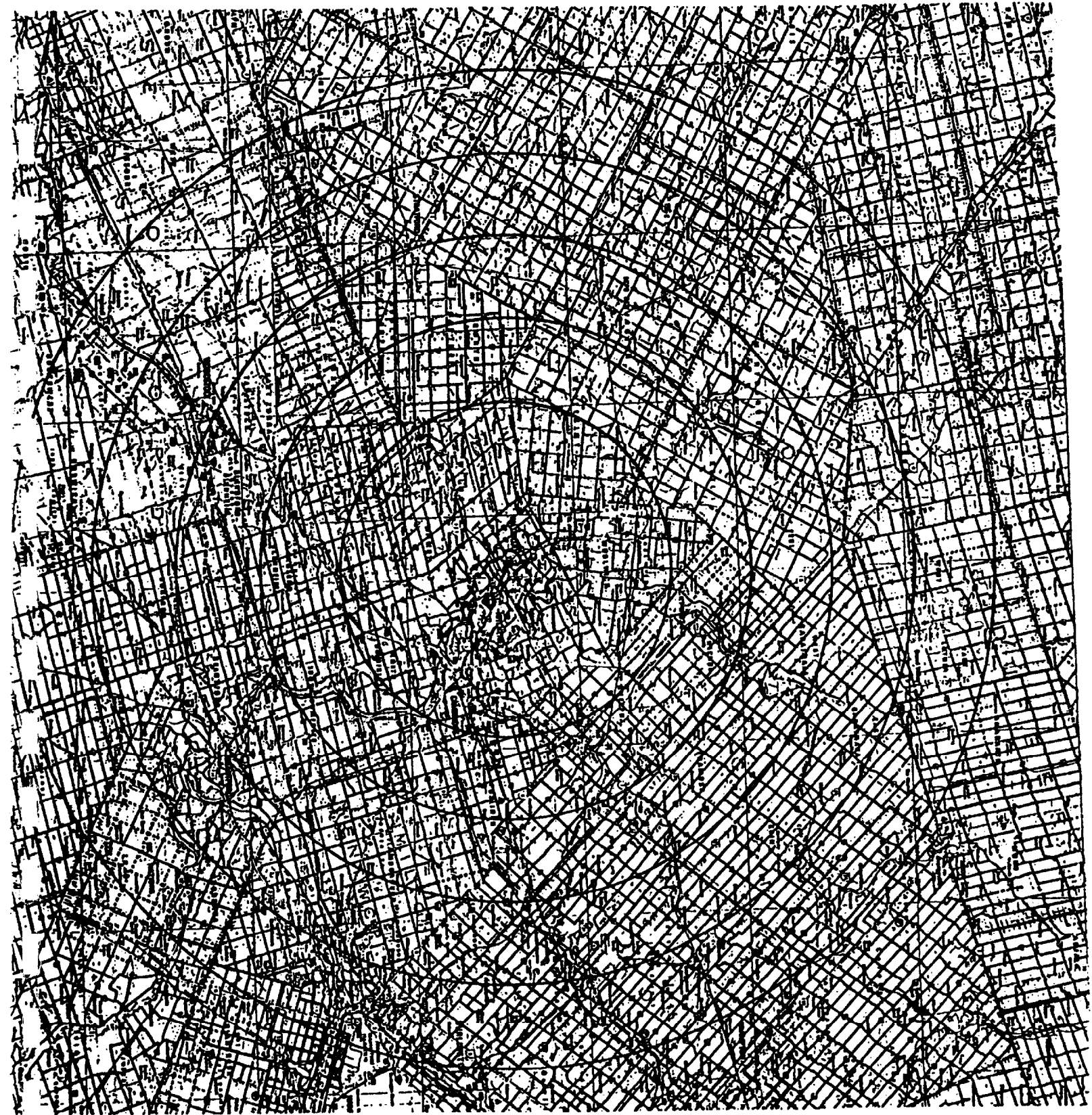
6.02 When the Employers **hire** a new employee to become an Apprentice, the setting of their rate of pay will be **done** by the **Local Apprenticeship Committee of Toronto**, based on the Apprenticeship Act and the past **practice** of the **Local Apprenticeship committee**.

6.03 The rates of pay for apprentices enrolled subsequent to June **23, 1980 shall be** the following percentages of the **Journeyperson's rate**:

1st - 1,000 hours . . . . .	50%
2nd - 1,000 hours . . . . .	55%
3rd - 1,000 hours . . . . .	60%
4th - 1,000 hours . . . . .	65%
5th - 1,000 hours . . . . .	75%
6th - 1,000 hours . . . . .	80%
7th - 1,000 hours . . . . .	90%
8th - 1,000 hours . . . . .	95%

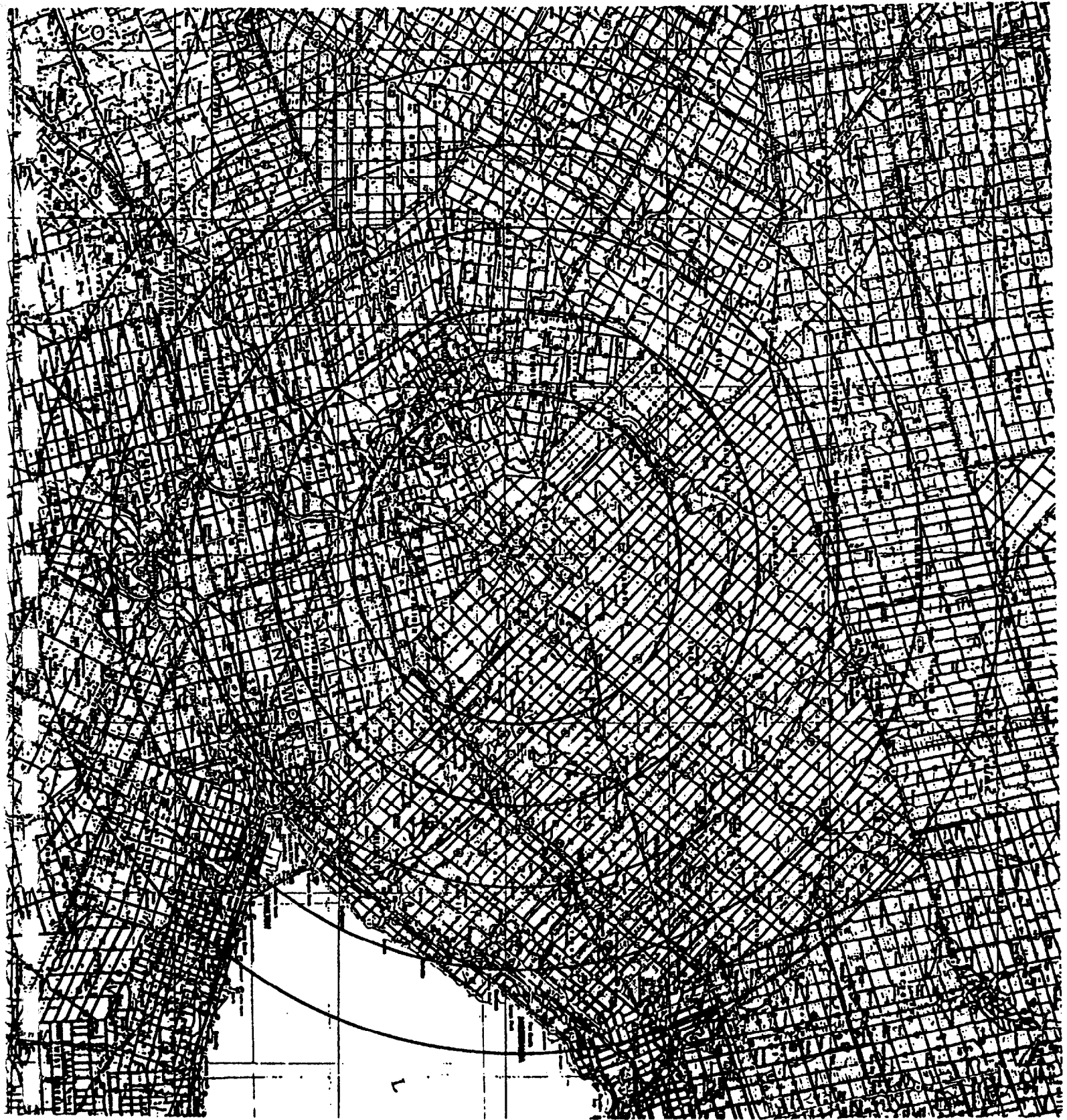


*KITCHENER - WATERLOO ZONES - LOCAL 1824*

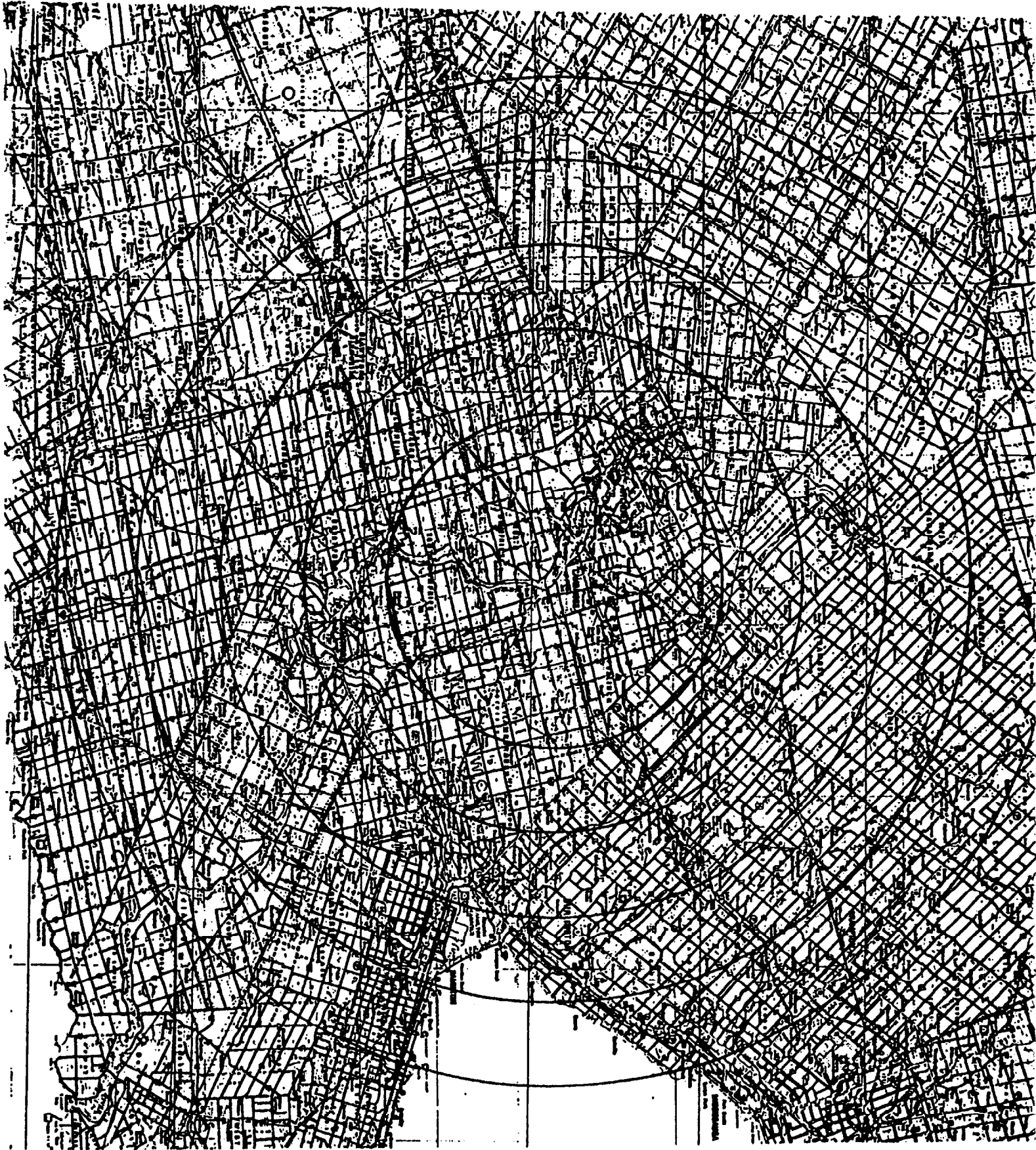




*GUELPH ZONE - LOCAL 1824*



CAMBRIDGE ZONE - LOCAL 1824



**APPENDIX G**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE C.L. SECTOR OF THE CONSTRUCTION INDUSTRY FOR CHATHAM, ONTARIO. (LOCAL 1494)**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Work performed outside the city limits shall be termed Out-of-Town Work.

**ARTICLE II - WAGES**

2.01 Journey person Glazier Metal Mechanic with Certificate of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$19.63	\$19.93	\$20.13	\$20.58

2.02 A premium of one dollar (\$1.00) per hour will be paid for all swing stage work

2.03 Chargehands shall receive one dollar (\$1.00) hourly premium and on any job where there are five (5) or more employees employed, the Employer must designate a Journey person or Lead Hand as Chargehand.

2.04 Lead Hands shall be qualified Journey persons who are required to be responsible for the quality and production of work. They shall be so designated by the Employer and the Lead Hand shall receive a premium of fifty cents (\$.50) per hour above the regular hourly Journey person rates for the duration of their assignment unless otherwise performing Chargehand duties for which they shall receive Chargehand rates,

**ARTICLE III - HOURS OF WORK**

3.01 The regular working week shall normally consist of forty (40) hours per week and eight (8) hours per day between the hours of 6:30 a.m. and 5:30 pm. Monday through Friday.

3.02 The provisions of this Article provide for the normal hours of work and shall not be construed as a guarantee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to request any employee to work any specified number of hours either per day or per week.

**ARTICLE IV - OVERTIME**

- 4.01 All time worked over eight **(8)** hours in any one **(1)** day shall be paid at the rate of time and one-half of the hourly rate.
- 4.02 **Overtime shall** be-paid at the rate of time **and** one-half of the hourly rate.
- 4.03 **Overtime** rates of wages shall be paid for **all** work performed on Saturday afternoons and Sundays. Where **an employee** performs any work on Statutory Holidays, they **shall** receive pay at time and one-half the regular rate.
- 4.04 **There** will be no overtime paid when overtime required is the **result** of a negligent act of an employee.

**ARTICLE V - WORK TOOLS**

- 5.01 All present **Journeyman must** have all necessary hand tools. Replacement will be the responsibility of the employee. All new **Journeyman** employees will be required to provide their own hand tools, as per the tool **list** in the Master Agreement.

**ARTICLE VI - APPRENTICES**

- 6.01 The rates of pay for apprentices enrolled subsequent to June 23, 1980 **shall** be the following percentages of the **Journeyman's rate**:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%

**APPENDIX H**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR THE LONDON/SARNIA LOCAL 1590, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTIES OF BRUCE, HURON, PERTH, OXFORD, ELGIN, MIDDLESEX, LAMBTON.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Work performed outside the city limits shall be termed Out-of-Town Work.

**ARTICLE II - WAGES**

2.01 Journeyperson Glazier Metal Mechanic with **Certificate** of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$22.11	\$22.41	\$22.61	\$23.06

2.02 **Swing** Stage work shall be paid for at a premium of one dollar (**\$1.00**) per hour.

2.03 Chargehands **shall** receive one dollar (**\$1.00**) hourly premium, and on any job where there are live (**5**) or more **employees** employed, the Employer must designate a Journeyperson or Lead Hand as Chargehand.

2.04 Lead Hands shall be a qualified Journeypersons who are required to be responsible for **the** quality and production of work. They shall be so designated by the Employer as Lead Hand and shall receive a premium of **fifty** cents (**\$.50**) per hour above the regular hourly Journeyperson rates for the duration of their assignment unless otherwise performing Chargehand **duties** for which they shall receive Chargehand rates.

**ARTICLE III - HOURS OF WORK**

3.01 The regular hours of employment will be **6:30 a.m. to 5:30 p.m.**, Monday through Friday **inclusive** with one (**1**) hour for lunch, except where the lunch period is curtailed.

**ARTICLE IV - OVERTIME**

- 4.01 All time worked over eight (8) hours in any one (1) day shall **be** paid at one and one-half times the regular rate of pay. This **will** also **include** all work on Saturday, until 5:00 pm
- 4.02 AU work performed on Sunday **shall** be at double time the **regular** rate of pay.
- 4.03 Where an employee performs any work on Statutory Holidays, they shall receive pay at time and one-half for all work actually **performed** on such days.

**ARTICLE V - WORK TOOLS**

- 5.01 All present Journeypersons must have all **necessary** hand tools. Replacement will be the responsibility of the employee. All new Journeyperson **employees** will be required to provide their own hand tools, as per **the** tool list in the Master Agreement.

**ARTICLE VI - APPRENTICES**

- 6.01 The rates of pay for apprentices enrolled subsequent to June 23, 1980 shall be the following percentages of the Journeyperson's rate:

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000 hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%

## APPENDIX I

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR SUDBURY, LOCAL 1904, TERRITORIAL JURISDICTION AS FOLLOWS COUNTIES OF SUDBURY, MANITOULIN, PARRY SOUND, NIPPISSING, TIMISKAMING, AND DISTRICT OF COCHRANE SOUTH OF 49TH PARALLEL.**

### **ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Work performed outside the city limits **shall** be termed Out-of-Town Work.

### **ARTICLE II - WAGES**

2.01 **Journeyman** Glazier Metal Mechanic with Certificate of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$19.56	\$19.86	\$20.06	\$20.51

2.02 Swing Stage work shall be paid for a premium of one dollar **(\$1.00)** per hour including **Bosun** Chair.

2.03 **Chargehands** shall receive one dollar **(\$1.00)** hourly premium and on any job where there are live **(5)** or more employed, the Employer must designate a Journeyman or Lead Hand as Chargehand.

2.04 Lead Hands shall receive **fifty cents (\$ .50)** premium when in **charge** of over four **(4)** employees, unless otherwise performing Chargehand duties for **which** they shall receive Chargehand rates.

### **ARTICLE III - HOURS OF WORK**

3.01 The following paragraph is intended to **define** the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

3.02 The standard working day shall **consist** of eight **(8)** hours, to be worked between **6:30** a.m. and **5:30** p.m., Monday **through** Friday inclusive. Lunch period is to be provided for,

**ARTICLE IV - OVERTIME**

4.01 Overtime at the rate of time and one-half of the employee's basic rate shall be paid for **all** work performed over eight **(8)** hours per **day**. Overtime on contract work done through the Builders Exchange shall be paid at double time. All other overtime will be paid at time and one-half. Double time will be paid for all work on Sundays, **If an** employee works on a Statutory Holiday they will **receive** payment at time and one-half the regular rate for the time actually worked by them.

**ARTICLE V - WORK TOOLS**

5.01 All present Journeypersons must have all **necessary** hand tools. Replacement will be **the** responsibility of the **employee**. All new **Journeyperson** employees will be required to provide **their** own hand tools, as per the tool list in the **Master Agreement**.

**ARTICLE VI - APPRENTICES**

6.01 The rates of pay for apprentices **enrolled** subsequent to June **23, 1980** shall be the following percentages of the **Journeyperson's** rate:

1st - 1,000 hours	.....	50%
2nd - 1,000hours	.....	55%
3rd - 1,000 hours	.....	60%
4th - 1,000 hours	.....	65%
5th - 1,000hours	.....	75%
6th - 1,000 hours	.....	80%
7th - 1,000 hours	.....	90%
8th - 1,000hours	.....	95%



**APPENDIX J**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR SAULT STE. MARIE, LOCAL 1904, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTY OF ALGOMA.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Work performed outside the city limits shall be termed Gut-of-Town Work.

**ARTICLE II - WAGES**

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$18.81	\$19.11	\$19.31	\$19.76

2.02 Height Pay **Premium** of one dollar (**\$1.00**) per hour over regular rates will be paid for work performed from a Swing Stage or **Bosun Chair**.

2.03 Working Supervisor with **five (5)** employees or more on a job shall be paid a premium of one dollar (**\$1.00**) per hour over their regular rate. Where there are **five (5)** or more employees employed on a job, the Employer must designate a **Journeyperson** or Lead Hand as Working Supervisor.

2.04 Lead Hand shall be a qualified **Journeyperson** who is required to be responsible for the quality and production of work. They shall be so designated by the Employer as Lead Hand and shall receive a premium of **fifty cents (\$ .50)** per hour above the **regular hourly Journeyperson rates** for the duration of **their** assignment unless otherwise performing Working **Foreman** duties for which they shall receive Working Supervisor rates.

**ARTICLE III - HOURS OF WORK**

3.01 The maximum hours of work Monday to Friday **inclusive** shall normally be eight (**8**) hours per day between the hours of **6:30 a.m.** and **5:30 pm.**, with one (**1**) hour for lunch period **except** when mutually agreed between the Employer and employees, **one-half (1/2)** hour for lunch may be taken. Total working hours per week - forty (**40**).

**ARTICLE III - HOURS OF WORK Continued**

3.02 The provisions of this **Article** provide for the normal hours of work and **shall** not be construed as a guarantee of **any specified** number of hours of work either per day or per week or as **limiting** the right of the Employer to request any employee to work any specified number of hours either per day or per week.

**ARTICLE IV - OVERTIME**

4.01 All time worked over eight **(8)** hours in any one **(1)** day shall be paid at the overtime rate.

4.02 Overtime shall be paid at the rate of time and one-half of the hourly rate.

4.03 Overtime rates of wages shall be paid for **all** work performed on Saturdays and Sundays. Where an employee performs any work on Statutory Holidays, they shall receive pay at time and one-half the regular rate.

4.04 There will be no overtime paid when the overtime required is a **result** of a negligent act of an employee.

**ARTICLE V - WORK TOOLS**

5.01 AU present Journeypersons must have all necessary hand tools, Replacement **will be** the responsibility of the employee. **All** new Journeyperson employees **will** be required to provide their own hand tools, as per the tool list in the **Master Agreement**.

**ARTICLE VI - APPRENTICES**

6.01 The rates of pay for apprentices **enrolled** subsequent to June **23, 1980** shall be the following percentages of the **Journeyperson's** rate:

1st -	1,000 hours . . . . .	50%
2nd -	1,000 hours . . . . .	55%
3rd -	1,000 hours . . . . .	60%
4th -	1,000 hours . . . . .	65%
5th -	1,000 hours . . . . .	75%
6th -	1,000 hours . . . . .	80%
7th -	1,000 hours . . . . .	90%
8th -	1,000 hours . . . . .	95%

**APPENDIX K**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C. SECTOR OF THE CONSTRUCTION INDUSTRY FOR THE THUNDER BAY LOCAL 1671, TERRITORIAL JURISDICTION AS FOLLOWS: DISTRICTS OF KENORA (INCLUDING PATRICIA PORTION) RAINY RIVER, THUNDER BAY (INCLUDING WHITE RIVER) DISTRICT OF COCHRAN NORTH OF 49TH PARALLEL.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 The **Employer** shall provide transportation to all jobs inside the city limits and shall pay for the time spent travelling. **Work** performed outside the city limits shall be termed Out-of-Town Work,

**ARTICLE II - WAGES**

2.01 Journeyperson Glazier Metal Mechanic with **Certificate of Qualification**.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$21.19	\$21.49	\$21.69	\$22.14

2.02 Swing Stage work shall be paid for a premium of one dollar (**\$1.00**) per hour.

2.03 **Working Supervisor** shall receive one dollar (**\$1.00**) hourly premium, and on any job where there are five (5) or more employees employed, the **Employer** must designate a **Journeyperson** or Lead Hand as Working **Supervisor**.

2.04 Lead Hands shall be **qualified** Journeyperson who are required to be responsible for the quality and production of work **They** shall be so designated by the Employer as **Lead Hand** and shall receive a premium of **fifty cents (\$0.50)** per hour above the regular **hourly** Journeyperson rates for the duration of their assignment unless otherwise performing Working Foreman duties for which **they** shall receive Working Supervisor rates.

**ARTICLE III - HOURS OF WORK**

3.01 The standard working day shall be eight (**8**) hours between **6:30** am. to **5:30** p.m., Monday to Friday inclusive **with the** maximum of forty (**40**) hours per week. All other hours worked will be considered overtime.

**ARTICLE IV - OVERTIME**

4.01 All hours worked before or **after** the standard working day **shall** be paid at overtime rates as **follows**: first overtime hour **shall** be paid at time and one-half, **thereafter** at double time rate for such employee; Saturdays, Sundays and Holidays shall **be** at the double time rate of such employee.

**ARTICLE V - WORK TOOLS**

5.01 AU present Journeypersons must have all **necessary** hand tools, Replacement will be the **responsibility** of the **employee**. All new **Journeyperson** employees **will be required** to provide their own hand tools, as per **the** tool list in the Master **Agreement**.

**ARTICLE VI - APPRENTICES**

6.01 It is understood and **agreed** that indentured apprentice-s starting work in this trade **shall** be given full opportunity for gaming varied and all encompassing experience; advancing to the status of **Journeyperson**, and the following progressive scale of wages **shall** apply for apprentices enrolled subsequent to June **23, 1980**.

1st -	1,000 hours	.....	50%
2nd -	1,000 hours	.....	55%
3rd -	1,000 hours	.....	60%
4th -	1,000 hours	.....	65%
5th -	1,000hours	.....	75%
6th -	1,000 hours	.....	80%
7th -	1,000 hours	.....	90%
8th -	1,000 hours	.....	95%

**APPENDIX L**

**APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR THE WINDSOR LOCAL 1494, TERRITORIAL JURISDICTION AS FOLLOWS: COUNTIES OF RENT, ESSEX.**

**ARTICLE I - TRAVELLING ZONE EXPENSES**

1.01 Work performed outside the city limits shall be termed Out-of-Town Work.

**ARTICLE II - WAGES**

2.01 Journeyman Glazier Metal Mechanic with Certificate of Qualification.

<u>June 22, 1995</u>	<u>November 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$21.72	\$22.02	\$22.22	\$22.67

2.02 Swing Stage - one dollar (\$1.00) per hour.

2.03 Working Supervisor - one dollar (\$1.00) per hour. The Employer must designate a Journeyman or Lead Hand as Working Foreman where there are five (5) or more employees on a job.

2.04 Lead Hands - fifty cents (\$.50) per hour.

**ARTICLE III - HOURS OF WORK**

3.01 Eight (8) hours per day; forty (40) hours per week.

**ARTICLE IV - OVERTIME**

4.01 One and one-half times the rate except on Sunday and Statutory Holidays when work performed will be paid for at double time.

**ARTICLE V - WORK TOOLS**

5.01 All present Journeymen must have all necessary hand tools. Replacement will be the responsibility of the employee. All new Journeyman employees will be required to provide their own hand tools, as per the tool list in the Master Agreement.

**ARTICLE VI - APPRENTICES**

6.01 The rates of pay for apprentices **enrolled** subsequent to June 23, 1980 shall be the following percentages of the **Journey person's** rate:

1st -	1,000 hours . . . . .	50%
2nd -	1,000 hours . . . . .	55%
3rd -	1,000 hours . . . . .	60%
4th -	1,000 hours . . . . .	65%
5th -	1,000 hours . . . . .	75%
6th -	1,000 hours . . . . .	80%
7th -	1,000 hours . . . . .	90%
8th -	1,000 hours . . . . .	95%