

TWELFTH

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

between

**ARCHITECTURAL GLASS
AND METAL CONTRACTORS ASSOCIATION**

and

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

GLAZIER ONTARIO I.C.I. AGREEMENT

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THIS AGREEMENT IS ENTERED INTO THIS 1st day of June, 2004.

BETWEEN:

ARCHITECTURAL GLASS AND METAL CONTRACTORS ASSOCIATION

- and -

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

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

ARTICLE 1 - 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 2 - 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.
- 2.02 An employee is defined as a Journeyperson 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. Any individual owner or partners in a two (2) person firm who actually perform work with the tools of the trade on a regular basis shall be considered 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.

ARTICLE 2 - BARGAINING UNIT Continued

- 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.

ARTICLE 3 - 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). Notwithstanding the fifty/fifty per cent (50/50%) ratio, an Employer may take a maximum three (3) man crew out of town to complete work provided the work is completed in maximum three (3) consecutive working days.

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 member 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. The referral slip must be completed and show that the worker is a Journeyperson with Certificate of Qualification, Journeyperson without Certificate of Qualification or Apprentice, together with the stated percentage of the Journeyperson's rate to be paid. Wherever possible, the referral slip will also state the Registration Number assigned by the Ministry of **Training, Colleges and Universities** to the Journeyperson with Certificate of Qualification or Apprentice. **The Ontario Industrial Finishing & Skills Centre (OIFSC) Administrator** shall assemble and maintain a list of Journeypersons and Apprentices together with their assigned Registration Number.
- 3.05 After all members of the Local Union are employed or not available, a referral slip must be issued to all applicants and in all cases they shall receive the rates as defined.

ARTICLE 3 - UNION SECURITY Continued

- 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 register in the apprenticeship program or, if deemed qualified, write the Glass and Metal Mechanic's Journeyman test within thirty (30) days. Failure to register or pass the test shall result in withdrawal of the referral slip. A copy of the Certificate of Qualification shall be sent to the Apprenticeship and Training Committee and AGMCA by the Ministry of Training, Colleges and Universities.

A Helper classification is recognized to encourage a pool of potential new Apprentices. Any one Employer may hire one (1) Helper employee, so long as there are no Apprentices on the hiring hall out of work list in each geographical area. Helper employees must register through the Local Union at time of hiring and must become a registered Apprentice and member of the Union after forty-five (45) working days of employment. Union Dues and Administration Dues will be payable upon completion of the 45 day period. The rate of pay will be that of 50% of the Journeyman's wage rate.

- 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 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues.
- 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.
- 3.10 The Union Business Representative or International Representative shall have access to outside job sites of out-of-town contractors during regular working hours. Such site visits shall not interfere with the progress of the work and all safety, site and security regulations shall be adhered to.

ARTICLE 4 - ADMINISTRATIVE DUES CHECK-OFF

- 4.01 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 13, 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 5 - 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 6 - 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, solar panels, 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, wall cases, showcases, sideboards, greenhouses, partition and fixtures and bookcases.

The installation of the above material on the jobsite, 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, fascia trim 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 wall 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.

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

ARTICLE 7 - 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 Act, Revised Statutes of Ontario, 1995 as amended.

ARTICLE 8 - 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 9 - 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 committee person(s); and that, if such complaint by the Employer is not settled within thirty (30) days 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 10 - 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 8 above and which has not been settled will be referred to a Board of Arbitration at the request of either of the parties thereto.
- 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 request 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.

ARTICLE 10 - ARBITRATION Continued

- 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 11 - 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, hire, 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.
- 11.03 AGMCA Administration Office may continue to purchase Health Benefits through the International Union of Painters and Allied Trades, Province of Ontario Health and Welfare Trust Fund.

ARTICLE 12 - INDUSTRY FUND CONTRIBUTIONS

- 12.01 Each Employer covered by this Agreement shall contribute eighteen cents (\$0.18) per hour for each hour worked by each employee. **Effective May 1st 2005, the contribution rate will be twenty-four cents (\$0.24) per hour (includes 7% G.S.T.) for every hour worked by each employee.** Such contributions shall be remitted in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues. 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.
- 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 13 - PAYMENT OF WELFARE AND OTHER FUND
CONTRIBUTIONS, ADMINISTRATION AND UNION DUES**

- 13.01 The Employer agrees to remit contributions and deductions in one (1) cheque or cash payment as specified in Articles 3, 4, 12, 15, 26, 27, 29, 30, 33, 34 and 35 of the Master Agreement, 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. All contributions shall be contributed to one Trust Fund called the International Union 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.
- 13.01 (a) Whereas the International Union of Painters and Allied Trades, Province of Ontario Benefit Plan Trust has formed an Executive Committee of the Board of Trustees which meets prior to the Board of Trustees meetings, AGMCA and Glaziers shall have equal voting representation on the Executive Committee with Trustees of other Allied Trade participants in the Benefit Plan Trust. To achieve this, based on current numbers, AGMCA and the Union shall each appoint one (1) Trustee to the Executive Committee.
- 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 Union 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 Union of Painters and Allied Trades Union and Industry Pension Plan (Canada).

**ARTICLE 13 - 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 International Union of Painters and Allied Trades Province of Ontario Benefit Plan Trust and that the Trustees of the International Union 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 International Union of Painters and Allied Trades Province of Ontario Benefit Plan Trust, appointed under Clause 13.10 of this Agreement, 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 Union 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 work **under this Collective Agreement** 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 3, 4, 12, 26, 27, 29, 30 of the Master Agreement 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 Where the Board of Trustees or both Executive Committee 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 Board of Trustees, both Executive Committee Trustees or their appointed representative:
- (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;

**ARTICLE 13 - PAYMENT OF WELFARE AND OTHER FUND
CONTRIBUTIONS, ADMINISTRATION AND UNION DUES Continued**

- 13.08 (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.

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 the said Employer remains delinquent.

13.10 The Union and Association shall have equal representation (three (3) Trustees each) to administer the International Union of Painters and Allied Trades, Province of Ontario Benefit Plan Trust (Health and Welfare, Pension and Vacation Pay Trust Funds). Association Trustees shall be appointed by Architectural Glass and Metal Contractors Association and Glazier Trustees shall be appointed by the International Union of Painters and Allied Trades. Trustees shall be qualified as per the terms of the October 4, 1994 Trust Agreement.

ARTICLE 14 - 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 not more than sixty (60) days, for the purpose of organizing or certification.

14.02 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, registered and in good standing in the Glass and Glazing Work Employer Classification with the Workplace Safety and Insurance Board (WSIB), Ontario (substantiated by a Clearance Certificate on request from the Union), and employing a minimum of one (1) Glass and Metal Mechanic other than the owner. No member of the Union shall engage work as a contractor or subcontractor unless he/she has first become signatory to this Agreement and employs a minimum of one (1) Glass and Metal Mechanic other than himself/herself.

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.L.C. Union provided the following conditions are met:

ARTICLE 14 – PIECE WORK AND MOONLIGHTING Continued

- 14.02 (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.
- 14.03 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.
- 14.04 No member of the Union shall work on a piece work basis.

ARTICLE 15 - 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 Workplace Safety and Insurance Act (1997).
- 15.02 Effective May 1, 2002, the Employer, on behalf of each employee will make a contribution of two cents (\$0.02) per hour to the DeNova Drug and Treatment Facility. Contributions are to be remitted in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues.

ARTICLE 16 - CAR ALLOWANCE

- 16.01 An employee using their own car at the Employer's request will be paid an allowance of **thirty-seven cents (\$0.37)** per kilometre.

ARTICLE 17 - HOURS OF WORK

- 17.01 Normal hours of work shall be scheduled consecutively between the hours of **6:00 a.m.** and **6:00 p.m.** unless otherwise noted within the Local Appendices.

ARTICLE 18 - WAGE RATES

- 18.01 Wage rates shall be as outlined in the attached appendices for each Local by geographic area.
- 18.02 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 19 - 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.

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 1st, 2004**, broken down as follows:

| | |
|-----------|---|
| Breakfast | \$ 7.00 |
| Lunch | 8.00 |
| Dinner | 20.00 |
| Room | <u>10.00</u> or receipted bill if greater |
| | \$45.00 |

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 20 - SHIFT WORK

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 p.m. in accordance with the requirements of the situation. It is agreed that seven (7) hours work shall constitute a shift for which the employee shall receive eight (8) hours pay.

20.02 Notwithstanding Clause 17.01 and Article 3 - Hours of Work in each Appendix, it is agreed that in occupied premises, the normal hours of work shall be up to and inclusive of ten (10) hours per day to a maximum of forty (40) hours per week Monday through Saturday. Overtime shall be paid after forty (40) hours worked in a week at the rate in the applicable Appendix.

ARTICLE 21 - 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 22 - REST PERIODS

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

ARTICLE 23 - 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.

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.

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

ARTICLE 24 - 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 25 - 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.

25.02 This Committee shall be composed of three (3) representatives appointed by the Architectural Glass and Metal Contractors Association 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.

ARTICLE 25 - UNION AND EMPLOYER JOINT TRADE BOARD COMMITTEE Continued

- 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 within thirty (30) days of a written request of either the Union or the Association, but not more frequently than once per calendar quarter, (unless mutually agreed by the parties) to investigate, assess and recommend solutions to the various problems or violations to this Collective Agreement for the betterment of the Glass Industry.

ARTICLE 26 - WELFARE PLAN

- 26.01 Effective **June 1, 2004** 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 sixty cents (\$1.60)** per hour for every hour worked. Effective **May 1, 2005** and for the balance of the life of this Agreement, the contribution rate will be **one dollar and seventy cents (\$1.70)** per hour for every hour worked.
- 26.02 Welfare Trust Fund contributions are to be remitted in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues. Effective May 1, 1998, the Fund assumes the role of Provincial Sales Tax payer and relieves Employers of that obligation.

ARTICLE 27 - PENSION PLAN

- 27.01 Effective July 3, 2001, 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 one dollar and sixty-seven cents (\$1.67) per hour for every hour worked. Effective May 1, 2002, the contribution rate will be one dollar and eight cents (\$1.80) per hour for every hour worked. Effective May 1, 2003, and for the balance of the life of this Agreement, the contribution rate will be two dollars (\$2.00) per hour for every hour worked.
- 27.02 Effective May 1, 1997, the Employers, on behalf of the employees covered by this Agreement, agree to pay into the International Union of Painters and Allied Trades Union and Industry Pension Plan (Canada), contributions in the amount of ninety cents (\$0.90) per hour for every hour worked. Effective May 1, 2002, and for the balance of the life of this Agreement, the contribution rate will be one dollar (\$1.00) per hour for every hour worked.
- 27.03 Glazier Pension Trust Fund of Ontario and Industry Pension Plan (Canada) contributions are to be remitted in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues.

ARTICLE 28 - STATUTORY HOLIDAYS

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

| | | |
|----------------|---------------|------------------|
| New Year's Day | Canada Day | Thanksgiving Day |
| Good Friday | Civic Holiday | Christmas Day |
| Victoria Day | Labour Day | Boxing Day |

ARTICLE 29 - 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 and shall be remitted monthly in accordance with Article 13, 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.

29.02 The Vacation Pay Trust Fund Trustees shall promptly notify the Ontario Council of the International Union 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.

29.04 Vacation Pay shall only be paid out to members once each year, during the month of December.

29.05 The interest earned by the investment of monies paid into the Vacation and Statutory Holiday Pay Fund shall first be applied against the administration costs of the Vacation and Statutory Holiday Pay Fund. The balance shall be divided equally between the Association and the Union and paid in full annually following receipt of the Funds audited income statement.

ARTICLE 30 - ONTARIO GLAZIERS APPRENTICESHIP AND TRAINING COMMITTEE

30.01 Effective July 3, 2001, each Employer shall remit in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement on their behalf, to the Ontario Industrial Finishing and Skills Centre (OIFSC) Trust Fund. Effective May 1, 2002, and for the balance of the life of this Agreement, the contribution rate will be twenty-seven (\$0.27) per hour for every hour worked.

30.02 The purpose of the Fund is to facilitate the cost of providing Apprenticeship Training and the Upgrading of the skills of Glazier employees as qualified by Ontario's Glazier and Metal Mechanic Apprenticeship Training and Curriculum Standards, to Administer the Glazier and Metal Mechanic Training Program in all its aspects and to provide Administrative, Secretarial and Financial support to related Glazier and Metal Mechanic Committees such as Local Apprenticeship Committees and the Ontario Glazier Apprenticeship and Training Committee (OGATC).

ARTICLE 30 - ONTARIO GLAZIERS APPRENTICESHIP AND TRAINING COMMITTEE Continued

30.03 To ensure the Industry of an adequate supply of properly trained and skilled Journeypersons, Apprentice and Journeyperson training shall be under the direction of the Ontario Glazier Apprenticeship and Training Committee (OGATC), comprised of three (3) representatives appointed by the Employer Association (AGMCA) and three (3) Glazier representatives appointed by the Ontario Council of Painters (OCP). Two (2) representatives of each party shall constitute a quorum and at any properly constituted meeting, each of the parties shall have an equal number of votes.

30.04 The OGATC, on behalf of AGMCA and OCP, will monitor and approve Apprenticeship Training and priority Journeyperson Upgrading Programs in compliance with the Trades Qualification Act, for the Trade of Glazier and Metal Mechanic and within limitations imposed by the contributions collected under Clause 30.01 and any Government funding which might be obtained with the approval of the OGATC.

30.05 The OIFSC Trust Fund shall report at least the following to the OGATC not less frequently than each calendar quarter;

- i) Opening balance of Contributions under 30.01 plus any Glazier Government funding to the OIFSC Trust Fund.
- ii) Contributions under 30.01 in the quarter and any Glazier Government funding in the quarter to the OIFSC Trust Fund.
- iii) Disbursements in the quarter for Apprenticeship Training, Skills Upgrading, Administration and Overhead in concurrence with OGATC, and Secretarial and Financial support to OGATC and related committees.
- iv) Closing balance.

30.06 All Registered Apprentices shall, as a condition of employment, attend all scheduled Apprentice schooling levels. Failure to attend school will result in the Union seeking termination of the Apprentice from the Apprenticeship Program and the Apprentice's Union Membership.

However, if duly qualified at the time of application by reason of proven and accepted prior experience, the Applicant, with the approval of the OIFSC Training Director or the Local Apprenticeship Committee, may write an exemption examination for any or all Apprenticeship schooling.

30.07 An Apprentice scheduled to attend an OIFSC Glazier Apprenticeship Program may, upon written request of the Employer or Apprentice, be rescheduled one (1) time only, subject to reason satisfactory to the OIFSC.

Where an Apprentice leaves the employment of an Employer to attend Apprenticeship schooling, and the Employer requires an Apprentice with equivalent skills and abilities, the Union will make every effort to supply a replacement from the unemployed list.

Where an Apprentice completes Apprenticeship schooling, his/her Employer immediately prior to the schooling will make every effort to re-employ him/her subject to the work available.

ARTICLE 30 - ONTARIO GLAZIERS APPRENTICESHIP AND TRAINING COMMITTEE Continued

30.08 Irrespective of hours and rate schedules outlined in the attached Appendices for each local geographic area, rates of pay will be frozen and will not exceed the percentages of the local Union's Journeyman's rate shown below until notification has been received in writing from the OIFSC Training Director of the successful completion of the level of Apprenticeship Training (Level 1 – Basic, Level 2 – Intermediate or Level 3 – Advanced);

| | | |
|----|-----------------------------|-----|
| 1) | Level 1 – Basic..... | 60% |
| 2) | Level 2 – Intermediate..... | 70% |
| 3) | Level 3 – Advanced..... | 85% |

30.09 The rates of pay for Registered Apprentices enrolled prior to May 1, 2001 shall be the following percentages of the Local Union Journeyman's rate;

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

30.10 The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union Journeyman's rate;

| | | |
|-----------------|--------------------|-----|
| 1 st | - 1,000 hours..... | 50% |
| 2 nd | - 1,000 hours..... | 55% |
| 3 rd | - 1,000 hours..... | 60% |
| 4 th | - 1,000 hours..... | 65% |
| 5 th | - 1,000 hours..... | 70% |
| 6 th | - 1,000 hours..... | 75% |
| 7 th | - 1,000 hours..... | 80% |
| 8 th | - 1,000 hours..... | 85% |

30.11 Ratio of Journeymen to Apprentices shall be no more than one (1) Registered Apprentice for every three (3) Journeymen..

30.12 Effective July 3, 2001, each Employer shall remit in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues, five cents (\$0.05) 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**.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall become effective on the **1st day of June, 2004**, and shall continue to remain in effect until the 30th day of April, **2007**, 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, **2007**, or in a like period in any triennial year thereafter.

ARTICLE 32 - 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 area 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 Union of Painters and Allied Trades. Any change or amendment shall only be effective in the geographic area involved.

ARTICLE 33 - ONTARIO CONSTRUCTION SECRETARIAT

33.01 Each Employer shall contribute to the Ontario Construction Secretariat two cents (\$0.02) for each hour worked by each employee covered by this Agreement. Contributions are to be remitted in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues. Such amounts on receipt shall be immediately paid by the Funds Administrator to the Ontario Construction Secretariat.

ARTICLE 34 - UNION INDUSTRY FUND CONTRIBUTIONS

34.01 Effective July 3, 2001, each Employer shall contribute twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement to a fund known as the Union Industry Fund. Effective May 1, 2003, and for the balance of the life of this Agreement, the contribution rate will be thirty cents (\$0.30) per hour for every hour worked. Contributions are to be remitted in accordance with Article 13, 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 Union of Painters and Allied Trades.

ARTICLE 35 - IUPAT-LABOUR MANAGEMENT COOPERATION INITIATIVE (LMCI)

35.01 Effective July 3, 2001, each Employer shall contribute to the IUPAT-Labour Management Cooperation **Initiative (LMCI)**, five cents (\$0.05) for each hour worked by each employee covered by this Agreement. Contributions are to be remitted in accordance with Article 13, Payment of Welfare and Other Fund Contributions, Administration and Union Dues. Such amounts on receipt shall be immediately paid to the International Union of Painters and Allied Trades Union-Labour Management Cooperation **Initiative (LMCI)**.

SIGNED THIS day of , 2004.

FOR THE ASSOCIATION

FOR THE UNION

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**

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 day of , 2004.

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

and

**The International Union
of Painters and Allied Trades
and the Ontario Council of the
International union of
Painters and Allied Trades**

"Non-reversion" under the International Union of Painters and Allied Trades, Province of Ontario Vacation Pay Trust Fund is not applicable to the Association and the Union in accordance with this Collective Agreement.

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

SIGNED THIS day of , 2004.

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

and

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

Whereas the proposed merger of the Glaziers Pension Trust Fund of Ontario into the International Union of Painters and Allied Trades Province of Ontario Benefit Trust has not been granted required regulatory approvals, it is understood that whenever International Union of Painters and Allied Trades Province of Ontario Benefit Trust appears in this Collective Agreement, in the context of Pension, it shall also mean and include Glazier Pension Trust Fund of Ontario.

SIGNED THIS day of , 2004.

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

and

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

Union Security – Valid Drivers License

Where, due to the nature of the work, an Employer requests members with a valid Drivers License, only members possessing this qualification will be name hired and/or referred.

SIGNED THIS day of , 2004.

FOR THE ASSOCIATION

FOR THE UNION

JOURNEYPERSON TOOL LIST

THESE ARE TOOLS A JOURNEYPERSON SHOULD HAVE TO DO THE JOB

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|------------------------|------------------------------|
| 1 pair | Eye Goggles with case |
| 1 pair | Hand Rubber Pads |
| 1 set | Allen Keys |
| 1 only | Centre Punch |
| 1 only | Chalk Line |
| 1 only | Chisel - wood |
| 1 only | Chisel - cold |
| 1 pair | Glass Pliers |
| 1 only | Hacksaw Frame |
| 1 only | Hammer - claw |
| 1 only | Hammer - rubber or plastic |
| 1 only | Level - 24-inch spirit |
| 1 only | Measuring Tape |
| 1 only | Nail set |
| 1 only | Paint Brush - 4" |
| 1 pair | 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 |
| 1 only | Screwdriver - Rob. - red |
| 1 only | Screwdriver - Rob. - black |
| 1 only | Screwdriver - Phil. - CP - 1 |
| 1 only | Screwdriver - Phil. - CP - 2 |
| 1 only | Screwdriver - Phil. - CP - 3 |
| 1 only | Screwdriver - Flat - 10" |
| 1 only | Screwdriver - Flat - 8" |
| 1 only | Screwdriver - Flat - 6" |
| 1 only | Spanner adjustable - 8" |
| 1 set | Spanner Open end 3/8" to 1" |
| 1 only | Scribe |
| 1 only | Square - combination |
| 1 only | Square - bevel |
| 2 only | Tap Handles - 1/4" + 1/2" |
| 1 pair | Tin Snips |
| 1 only | Tool Box |

EMPLOYER TOOL LIST

THESE ARE TOOLS AN EMPLOYER SHOULD HAVE TO DO THE JOB

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

1.01 Work zones shall extend to a radius of **100** kms. from Carleton University. This area will be made up of **nine (9)** zones, each radiating from Carleton University, and shall be paid for at the following rates, regardless of the residence of the employees, effective **June 1st, 2004**.

| | | |
|---------------|--------------------|----------------------|
| ZONE 1 | 0 - 8 km..... | Free |
| ZONE 2 | 9 - 16 km..... | \$2.50 daily |
| ZONE 3 | 17 - 24 km..... | \$3.50 daily |
| ZONE 4 | 25 - 32 km..... | \$4.50 daily |
| ZONE 5 | 33 - 40 km..... | \$5.50 daily |
| ZONE 6 | 41 - 48 km..... | \$6.50 daily |
| ZONE 7 | 49 – 64 km | \$13.00 daily |
| ZONE 8 | 65 – 85 km | \$20.00 daily |
| ZONE 9 | 86 – 100 km | \$28.00 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 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$25.80

\$26.66

\$27.66

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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

ARTICLE 3 - HOURS OF WORK

3.01 **The normal hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum thirty-seven and one-half (37.5) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of thirty-seven and one-half (37.5) hours.

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 4 - OVERTIME

4.01 For the first two (2) hours of work performed on construction work in excess of the normal **daily hours of work**, the rate of pay shall be one and one-half (**1.5**) the regular hourly rates. For additional hours of work performed on construction work in excess of the normal **hours of work**, the rate of pay shall be double the regular hourly rates. On all other work, overtime shall be paid at time and one-half (**1.5**) the regular hourly rates except that double time shall be paid for all work performed on Sunday and Statutory Holidays **and on Saturdays except for those worked under Clause 3.01..**

ARTICLE 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

APPENDIX B

APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. 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 1 - TRAVELLING ZONE EXPENSES

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

ARTICLE 2 - WAGES

2.01 Journeyperson Glaziers Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$23.04

\$23.90

\$24.90

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

- 4.01 All time worked over **the normal hours of work** of eight (8) **or ten (10)** 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 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

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 1 - 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 2 - WAGES

- 2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$26.64

\$27.50

\$28.50

- 2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**
- 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 which they shall receive Chargehand rates.

ARTICLE 3 - HOURS OF WORK

- 3.01 The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

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

ARTICLE 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

APPENDIX D

APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR THE TORONTO LOCAL 1819, TERRITORIAL JURISDICTION AS FOLLOWS: IN HALTON (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 1 - TRAVELLING ZONE EXPENSES

1.01 Effective **June 1st, 2004**, work zones shall extend to a radius of **100** kms. from Lawrence Avenue and Yonge Street. This area will be made up of **eight (8)** zones, each radiating from Lawrence Avenue and Yonge Street, and shall be paid for at the following rates, regardless of the residence of the employee:

| | | |
|---------------|--------------------|----------------------|
| ZONE 1 | 0 - 12 km..... | \$2.50 daily |
| ZONE 2 | 13 - 24 km..... | \$3.00 daily |
| ZONE 3 | 25 - 32 km..... | \$4.00 daily |
| ZONE 4 | 33 - 40 km..... | \$5.00 daily |
| ZONE 5 | 41 - 48 km..... | \$6.00 daily |
| ZONE 6 | 49 – 64 km | \$13.00 daily |
| ZONE 7 | 65 – 85 km | \$20.00 daily |
| ZONE 8 | 86 – 100 km | \$28.00 daily |

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 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$29.97

\$30.83

\$31.83

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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 3 - HOURS OF WORK

3.01 **The normal hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum thirty-seven and a half (37.5) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of thirty-seven and a half (37.5) hours..

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.

ARTICLE 4 - OVERTIME

4.01 **For the first two (2) hours of work performed on construction work in excess of the normal daily hours of work, the rate of pay shall be one and one-half (1.5) the regular hourly rates. For additional hours of work performed on construction work in excess of the normal hours of work, the rate of pay shall be double the regular hourly rates. On all other work, overtime shall be paid at time and one-half (1.5) the regular hourly rates except that double time shall be paid for all work performed on Sunday and Statutory Holidays and on Saturdays except for those worked under Clause 3.01.**

ARTICLE 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

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 1 - TRAVELLING ZONE EXPENSES

- 1.01 Hamilton work zones shall extend to a radius of **100** kms. from Main and Sherman, Hamilton. Work zones in St. Catharines, Welland and Niagara Falls shall extend to a radius of **100** kms. from the City Hall of each City. The **100** km. radius will be made up of **eight (8)** zones from each centre and shall be paid for at the following rates, effective **June 1st, 2004**, regardless of the residence of the employee but based on the location of the Employer's shop:

| | | |
|--|--------------------|----------------------|
| ZONE 1 | 0 - 16 km..... | Free |
| Employees shall be paid for parking the first day and the last day on job, provided that parking receipt is submitted. | | |
| ZONE 2 | 17 - 24 km..... | \$ 2.70 daily |
| ZONE 3 | 25 - 32 km..... | \$ 3.84 daily |
| ZONE 4 | 33 - 40 km..... | \$ 4.97 daily |
| ZONE 5 | 41 - 48 km..... | \$ 6.00 daily |
| ZONE 6 | 49 – 64 km | \$13.00 daily |
| ZONE 7 | 65 – 85 km | \$20.00 daily |
| ZONE 8 | 86 – 100 km | \$28.00 daily |

- 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 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$27.14

\$28.00

\$29.00

2.02 For the purpose of determining which employees must be paid Journeyperson 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 Journeyperson in 3.01 and to also place the employee in the proper training and instruction equivalent as outlined in Ontario Regulation 309/70, subparagraph 6 Regulations, pertaining to Glazier and Metal Mechanic and any future progression will be determined in accordance with these Regulations.

2.03 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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 Journeyperson or Lead Hand as Chargehand.

2.05 Lead Hand shall be a qualified Journeyperson 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 Journeyperson rates for the duration of their assignment unless otherwise performing Chargehand duties for which they shall receive Chargehand rates.

ARTICLE 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

4.01 For all work performed on construction work in excess of the normal **daily hours of work** 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 Sunday and Statutory Holidays **and on Saturdays except those worked under Clause 3.02.**

ARTICLE 4 – OVERTIME Continued

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 5 - 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 6 - 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.

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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

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 1 - TRAVELLING ZONE EXPENSES

1.01 Kitchener - Waterloo work zones shall extend to a radius of **100** km from King Street & Union Street Kitchener. Guelph work zones shall extend to a radius of **100** 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 **100** km radius will be made up of **seven (7)** zones from each centre and shall be paid for at the following rates effective **June 1st, 2004**, regardless of the residence of the employee, but based on the location of the Employer's shop.

Travel Zones for Kitchener - Waterloo, Guelph, Cambridge.

| | | |
|---------------|--------------------|----------------------|
| ZONE 1 | 0 - 20 km..... | Free |
| ZONE 2 | 21 - 30 km..... | \$3.00 daily |
| ZONE 3 | 31 - 40 km..... | \$4.00 daily |
| ZONE 4 | 41 - 50 km..... | \$5.00 daily |
| ZONE 5 | 51 - 60 km..... | \$6.00 daily |
| ZONE 6 | 61 – 75 km | \$13.00 daily |
| ZONE 7 | 76 – 100 km | \$20.00 daily |

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 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$24.68

\$25.54

\$26.54

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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 Chargehand duties for which they shall receive Chargehand rates.

ARTICLE 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - 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 normal hours of work of eight (8) or ten (10) 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 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

APPENDIX G

APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. SECTOR OF THE CONSTRUCTION INDUSTRY FOR CHATHAM, ONTARIO. (LOCAL 1684)

ARTICLE 1 - TRAVELLING ZONE EXPENSES

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

ARTICLE 2 - WAGES

2.01 Journeyman Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$23.11

\$23.97

\$24.97

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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 Journeyman or Lead Hand as Chargehand.

2.04 Lead Hands shall be qualified Journeymen 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 Journeyman rates for the duration of their assignment unless otherwise performing Chargehand duties for which they shall receive Chargehand rates.

ARTICLE 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

- 4.01 All time worked over **the normal hours of work of eight (8) or ten (10) hours** in any one (1) day shall be paid at the rate of time and one-half of the hourly rate.
- 4.02 **Overtime rates of wages shall be paid for all work performed on Sundays and on Saturday afternoons except those worked under Clause 3.02. Where an employee performs any work on Statutory Holidays, they shall receive pay at time and one-half the regular rate.**
- 4.03 There will be no overtime paid when overtime required is the result of a negligent act of an employee.

ARTICLE 5 - WORK TOOLS

- 5.01 All present Journeyperson 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

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 1 - TRAVELLING ZONE EXPENSES

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

ARTICLE 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

| <u>June 1, 2004</u> | <u>May 1, 2005</u> | <u>May 1, 2006</u> |
|---------------------|--------------------|--------------------|
| \$25.59 | \$26.45 | \$27.45 |

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

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 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 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

- 4.01 All time worked over the **normal hours of work of eight (8) or ten (10) 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 p.m. **except those worked under Clause 3.02.**
- 4.02 All 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 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

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 1 - TRAVELLING ZONE EXPENSES

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

ARTICLE 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$23.04

\$23.90

\$24.90

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

2.03 Chargehands shall receive one dollar (\$1.00) hourly premium and on any job where there are five (5) or more employed, the Employer must designate a Journeyperson 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 3 - 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 normal hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum thirty-seven and one-half (37.5) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of thirty-seven and one-half (37.5) hours.

ARTICLE 4 - 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 **the normal hours of work of eight (8) or ten (10) 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 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

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 1 - TRAVELLING ZONE EXPENSES

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

ARTICLE 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$23.04

\$23.90

\$24.90

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) 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 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

- 4.01 All time worked over **the normal hours of work of eight (8) or ten (10) 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 Sundays **and on Saturdays except those worked under Clause 3.02.** 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 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

APPENDIX K

APPENDIX TO THE ONTARIO PROVINCIAL AGREEMENT OF THE I.C.I. 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 COCHRANE NORTH OF 49TH PARALLEL.

ARTICLE 1 - 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 2 - WAGES

- 2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$24.67

\$25.53

\$26.53

- 2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**
- 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 (\$.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 3 - HOURS OF WORK

- 3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - OVERTIME

4.01 All hours worked before or after **the normal daily hours of work** 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; Sundays and Holidays shall be at the double time rate of such employee; **Saturdays shall be at the double time rate of such employees except those worked under Clause 3.02.**

ARTICLE 5 - 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 6 - APPRENTICES

6.01 It is understood and agreed that indentured apprentices starting work in this trade shall be given full opportunity for gaining 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 - 1,000 hours..... | 75% |
| 6th - 1,000 hours..... | 80% |
| 7th - 1,000 hours..... | 90% |
| 8th - 1,000 hours..... | 95% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |

APPENDIX L

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

ARTICLE 1 - TRAVELLING ZONE EXPENSES

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

ARTICLE 2 - WAGES

2.01 Journeyperson Glazier Metal Mechanic with Certificate of Qualification.

June 1, 2004

May 1, 2005

May 1, 2006

\$25.20

\$26.06

\$27.06

2.02 **Height Pay Premium of one dollar and fifty cents (\$1.50) per hour over regular rates will be paid for work performed from a Swing Stage or Bosun Chair.**

2.03 Working Supervisor - one dollar (\$1.00) per hour. The Employer must designate a Journeyperson 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 3 - HOURS OF WORK

3.01 **The normal hours of work are herein specified and are intended only to define the normal daily 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 hours of work shall be eight (8) or ten (10) hours daily, Monday through Thursday or Friday, maximum forty (40) hours in a week.**

Where the Employer cannot start or continue work due to inclement weather, the Employer may request and with the agreement of the employee(s) and the Union, work on the Saturday at the regular hourly rate of pay to conclude a normal work week of forty (40) hours.

ARTICLE 4 - 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 5 - 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 6 - 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% |

The rates of pay for Registered Apprentices enrolled subsequent to April 30, 2001 shall be the following percentages of the Local Union 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..... | 70% |
| 6th - 1,000 hours..... | 75% |
| 7th - 1,000 hours..... | 80% |
| 8th - 1,000 hours..... | 85% |