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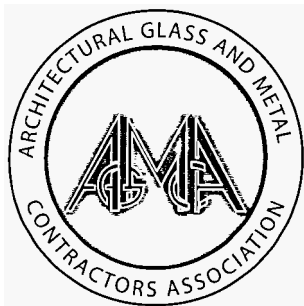
**ONTARIO ARCHITECTURAL GLASS AND METAL TECHNICIAN
INSTITUTIONAL COMMERCIAL AND INDUSTRIAL AGREEMENT**

between

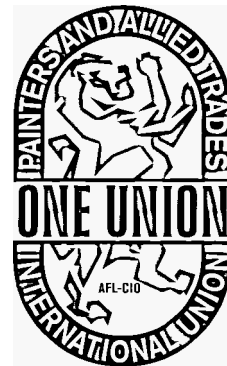
**ARCHITECTURAL GLASS
AND METAL CONTRACTORS ASSOCIATION**

and

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



2010-2013



GLAZIER ONTARIO I.C.I. AGREEMENT

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THIS AGREEMENT IS ENTERED INTO THIS 1st day of June, 2010.

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 Institutional, Commercial and Industrial sector of the Construction Industry, for whom the Union has bargaining rights.
- 2.02 An Employee is defined as a Journeyman Architectural Glass and Metal Technician (also referred to in the Collective Agreement as Glass and Metal Technician and Glazier), 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 Technician to perform the duties pertaining to an Architectural Glass and Metal Technician as an Employee. Any individual owner or partners in a two (2) person firm who actually perform work with the tools of the trade 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 Institutional, Commercial and Industrial 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 Journeyman with Certificate of Qualification, Journeyman without Certificate of Qualification or Apprentice, together with the stated percentage of the Journeyman's rate to be paid. The referral slip will state the Registration Number assigned by the Ministry of Training, Colleges and Universities to the Journeyman with Certificate of Qualification or Apprentice. The Ontario Industrial Finishing & Skills Centre (OIFSC) Administrator shall assemble and maintain a list of Journeymen and Apprentices together with their assigned Registration Number.
- 3.05 Employees reporting for work shall have all required tools to perform work as outlined in the Employee Tool List.
- 3.06 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 per the Collective Agreement.

ARTICLE 3 - UNION SECURITY Continued

3.07 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.

3.08 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 Journey person Architectural Glass and Metal Technician 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 Journey person's wage rate.

3.09 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, Payments to Trust Funds, Administration Dues and Union Dues.

3.10 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.

3.11 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 Employers 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, Payments to Trust Funds, Administration Dues 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 Architectural Glass and Metal Technicians and Architectural Glass and Metal Technician Apprentices as has been standard practice in Canada in the Industry represented by the member companies and further defined as follows:

General exterior and interior 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, bookcases, smoke seal, air seal, and firestop.

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, extruded aluminum siding and composite panels (eg: Shadowform), 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, non-mechanical architectural louvers and louver panels, vented or fixed louver window walls, 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, translucent and opaque wall systems and skylights (eg: Kalwall), showcase doors, and relative materials, including those in any or all types of building relating to storefront and window entrances, 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 and all Contractors 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 twenty-five cents (\$0.25) per hour (includes H.S.T.) for every hour worked by each Employee. Such contributions shall be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues 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 – PAYMENTS TO TRUST FUNDS,
ADMINISTRATION DUES 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.
- (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 – PAYMENTS TO TRUST FUNDS,
ADMINISTRATION DUES AND UNION DUES (Continued)**

- (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;
 - (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;

**ARTICLE 13 – PAYMENTS TO TRUST FUNDS,
ADMINISTRATION DUES AND UNION DUES (Continued)**

(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.

13.11 The Board of Trustees of the International Union of Painters and Allied Trades, Province of Ontario Pension Plan Trust Fund, in accordance with the October 4, 1994 Agreement and Declaration of Trust, as amended, have proposed a resolution to amend the Agreement so as to have that Fund administered by a Board of Trustees composed of sixteen (16) Trustees, half of which will be appointed by the President of the Ontario Council of the International Union of Painters and Allied Trades, two (2) of which will be appointed by the Architectural Glass and Metal Contractors Association and the remainder appointed by the Interior Systems Contractors Association and the Acoustical Association of Ontario. AGMCA supported that resolution. Further, interest has been expressed to likewise amend the Health and Welfare Trust Fund and Vacation Pay Trust Fund October 4, 1994 Agreement and Declaration of Trusts so as to have those Funds administered by a Board of Trustees composed of sixteen (16) Trustees appointed as stated above. Currently, AGMCA is supportive.

13.12 Whereas the Association is the designated Employer Bargaining Agency for all Employers signatory to these Agreements and, a Party to the IUPAT Trust Funds, the Association will be provided with Monthly Employer Contribution Reports by the Benefit Plan Administrator. Such reports will include all information relative to the monthly hours and contributions of funds required by the Collective Agreements.

ARTICLE 14 - PIECE WORK, MOONLIGHTING AND SUB-CONTRACTING

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.

ARTICLE 14 - PIECE WORK, MOONLIGHTING AND SUB-CONTRACTING (Continued)

14.02 Except as provided in the paragraphs which follow, Employers signatory to this Agreement shall only contract, subcontract, 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) Architectural Glass and Metal Technician 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) Architectural Glass and Metal Technician 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. Union provided the following conditions are met:

- (a) The Employer grants the Union a forty-eight (48) hour period in which to supply a list of Employers signatory to this Agreement which can perform the specific work otherwise being sub-contracted.
- (b) The Employer(s) on the list provided by the Union can perform the work otherwise being sub-contracted economically and qualitatively satisfactory to the Employer responsible for the work.
- (c) Employers bound to this agreement may, prior to and following completion of a contract with a sub-contractor who is also bound to this same agreement, request from the Union and/or the Benefit Plan Administrator, written confirmation the sub-contractor is current on its' fund obligations within five (5) working days of receipt of the request.

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 or fixed basis.

ARTICLE 15 – HEALTH AND SAFETY

15.01 The Employer will make reasonable provisions for the safety and health of its Employees during working hours and the Union employee 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 It is the responsibility of the Employee to ensure that he/she possesses proof of having successfully completed all current and relevant Health and Safety training requirements in accordance with the Ontario Workplace Safety and Insurance Act (WSIA) (1997) as amended and Ontario Occupational Health and Safety Act (OHSA) (2009) as amended.

15.03 To ensure the Industry has properly trained and documented Health and Safety Training for its' workforce, whenever possible, Health and Safety Training requirements will be provided and/or sanctioned by the Ontario Industrial Finishing and Skills Centre (OIFSC).

ARTICLE 15 – HEALTH AND SAFETY (Continued)

- 15.04 Each Employee is responsible for the registration of all Health and Safety Training Documents, regardless of the actual training provider, with the Ontario Industrial Finishing and Skills Centre at 130 Toro Road, Toronto, ON, M3J 3M9, and the Industrial Finishing and Skills Centre shall maintain a Skills Data Bank for each Employee.
- 15.05 Effective May 1, 2002, the Employer, on behalf of each Employee will make a contribution of two cents (\$0.02) per hour to the De Novo Drug and Treatment Facility. Effective June 1, 2010 contributions on behalf of employees in Appendix A (Ottawa) and Appendix B (Kingston) will be directed to the Member Assistance Program (MAP). Contributions are to be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues and Union Dues.
- 15.06 All Employers are required to have a Health and Safety Policy as per the Occupational Health & Safety Act.

There is an expiry date of three (3) years for all Health and Safety Training needed to enable the Employee to perform his/her job, except for WHIMIS which is required each year.

ARTICLE 16 - CAR ALLOWANCE

- 16.01 Effective June 1, 2010, an Employee using their own car at the Employers request will be paid an allowance of forty-eight cents (\$0.48) per kilometre for the life of this Agreement.

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 (a) Whereby the job length is one (1) day or less and the Employer provides transportation, all Employees will be paid at straight time for all travelling time and meals will be the Employee's responsibility.
- (b) Whereby the job length is one (1) day or less, and the Employee is requested by the Employer to use their own vehicle, the Employee will be paid at straight time for all travelling time and all passengers that travel in an Employees' vehicle, will be paid at straight time for all travelling time. Meals are the responsibility of the Employee.

ARTICLE 19 - OUT OF TOWN WORK Continued

19.03 Where an Employee is required by their Employer, due to the location and duration of the job, to remain overnight out of town, the Employer shall provide for the cost of the room plus meals effective June 1, 2010, broken down as follows:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$20.00

If the travelling time is to be overnight, the Employer will provide a hotel / motel 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.

ARTICLE 23 - SEPARATION AND REPORTING PAY (Continued)

- 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 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 and Record of Employment as required by statute 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.
- 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, 2010 the Employers on behalf of the Employees covered by this Agreement, agree to pay into the International Union of Painters and Allied Trades, Province of Ontario Health and Welfare Trust Fund, contributions in the amount of two dollars and ten cents (\$2.10) per hour for every hour worked. Effective May 1, 2011 the contributions will increase to two dollars and fifteen cents (\$2.15) for every hour worked. Effective May 1, 2012 and for the balance of the life of this Agreement, the contribution rate will be two dollars and thirty cents (\$2.30) for every hour worked.

ARTICLE 26 - WELFARE PLAN Continued

26.02 International Union of Painters and Allied Trades, Province of Ontario Health and Welfare Trust Fund contributions are to be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues 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 June 1, 2010, the Employers, on behalf of the Employees covered by this Agreement, agree to pay into the International Union of Painters and Allied Trades, Province of Ontario Pension Trust Fund, contributions in the amount of three dollars and thirty-five cents (\$3.35) per hour for every hour worked. Effective May 1, 2011, the contribution rate will be three dollars and fifty-five cents (\$3.55) per hour for every hour worked. Effective May 1, 2012, and for the balance of the life of this Agreement, the contribution rate will be three dollars and seventy-five cents (\$3.75) per hour for every hour worked.

27.02 Effective June 1, 2010, 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 one dollar and ten cents (\$1.10) per hour for every hour worked. Effective May 1, 2011 the contribution rate will increase to one dollar and thirty cents (\$1.30) per hour for every hour worked. Effective May 1, 2012 and for the balance of this Agreement, the contribution rate will be one dollar and fifty cents (\$1.50) per hour for every hour worked.

27.03 International Union of Painters and Allied Trades, Province of Ontario Pension Trust Fund and Industry Pension Plan (Canada) contributions are to be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues and Union Dues.

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 For the purpose of this Agreement the following holidays shall be termed as Statutory Holidays and any other regulated Statutory Holiday(s):

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

ARTICLE 29 - VACATION AND STATUTORY HOLIDAY PAY

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.

ARTICLE 29 - VACATION AND STATUTORY HOLIDAY PAY Continued

- 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 in accordance with the policy determined by the Board of Trustees.
- 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 Each Employer shall remit in accordance with Article 13, Payments to Trust Funds, Administration Dues and Union Dues, twenty-seven cents (\$0.27) 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.
- 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 Architectural Glass and Metal Technician Training and Curriculum Standards, to Administer the Glass and Metal Technician Training Program in all its aspects and to provide Administrative, Secretarial and Financial support to related Glass and Metal Technician Committees such as Local Apprenticeship Committees and the Ontario Glazier Apprenticeship and Training Committee (OGATC).
- 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 Architectural Glass and Metal Technician 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.

Due to ever-increasing technological changes in the Glazing/Architectural Metal field, and in the interest of insuring that Glaziers not only maintain but also upgrade their skills at the trade, and because of the need to create safer workplaces, effective January 1, 2011 and for the term of the 14th Collective Agreement, each Journeyperson Glazier shall obtain without compensation, a minimum of eight (8) hours training in each calendar year as established by the OGATC, related to the glazing trade and/or safety training. Continuing education programs shall be accredited or established by the OGATC in co-operation with the OIFSC Training Director.

ARTICLE 30 - ONTARIO GLAZIERS APPRENTICESHIP AND TRAINING COMMITTEE Continued

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 Glazing 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, drop out, or be suspended from the in-school training sessions, 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.

30.08 Rates of pay will be frozen and will not exceed the percentages of the Local Area Journey person'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%

ARTICLE 30 - ONTARIO GLAZIERS APPRENTICESHIP AND TRAINING COMMITTEE Continued

30.09 The rate of pay for all Registered Apprentices shall be the following percentages of the Local Union Journeyperson's;

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%

All Apprentices who were registered before the Regulation changes of July 5, 2007 and are currently receiving a rate of pay in excess of the new maximum hourly rate of pay that is equivalent to eighty five percent (85%) of the Local Area Journeyperson's rate, as outlined above, will remain frozen at their current wage rate until those Registered Apprentices have obtained their Ontario Certificate of Qualification as an Architectural Glass and Metal Technician.

30.10 The Apprenticeship program in the jurisdictions of Local 1832 Appendix C, Local 1819 Appendix D, Local 1795 Appendix E and Local 1824 Appendix F will be administered and regulated in all its' aspects by the Local Apprenticeship Committee (LAC).

The Local Apprenticeship Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by AGMCA.

30.11 Ratio of Journeypersons to Apprentices shall be no more than one (1) Registered Apprentice for every two (2) Journeypersons unless otherwise amended by updated Provincial Trade Regulations under the "Tradespersons Qualifications Apprenticeship Act" (TQAA).

30.12 Each Employer shall remit in accordance with Article 13, Payments to Trust Funds, Administration Dues 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 Finishing Trades Institute. Effective May 1, 2012 and for the balance of the life of this Agreement, the contribution rate will be ten cents (\$0.10) per hour for every hour worked.

30.13 It is agreed an Apprenticeship Education Fund (AEF) shall be established for the purpose of assisting apprentices with expenses incurred while attending training school. Effective May 01, 2007 the Employer shall deduct one dollar (\$1.00) per hour from each new apprentice registered in the Architectural Glass and Metal Technician Apprenticeship Program. The Employer shall remit this amount on the approved form, together with a list of the names and Social Insurance Numbers of each Apprentice on whose behalf the deductions are made to the Ontario Industrial Finishing Skills Centre (OIFSC), 130 C Toro Road, Toronto, Ontario M3J 3M9.

All existing apprentices interested in participating in the AEF shall contact either the Local Union Business Representative or the OIFSC and request the AEF Participation Form. Upon completion and return of the participation form to the Local Union office, the Business Representative will inform the apprentice's Employer of the obligation to deduct and remit on behalf of the apprentice to the AEF.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall become effective on the 1st day of June, 2010 and shall continue to remain in effect until the 30th day of April, 2013, 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, 2013, 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, Payments to Trust Funds, Administration Dues 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 June 1, 2010, each Employer shall contribute forty cents (\$0.40) 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, 2011 the contribution rate will be fifty cents (\$0.50) per hour for every hour worked. Effective May 1, 2012, and for the balance of the life of this Agreement, the contribution rate will be sixty cents (\$0.60) per hour for every hour worked. Contributions are to be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues 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 - LABOUR MANAGEMENT COOPERATION INITIATIVE (LMCI)

35.01 Effective July 3, 2001, each Employer shall contribute to the Labour Management Cooperation Initiative (LMCI), five cents (\$0.05) for each hour worked by each Employee covered by this Agreement. Effective May 1, 2012 and for the balance of the life of this Agreement, the contribution rate will be ten cents (\$0.10) per hour for every hour worked. Contributions are to be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues and Union Dues. Such amounts on receipt shall be immediately paid to the International Union of Painters and Allied Trades Labour Management Cooperation Initiative (LMCI).

SIGNED THIS 25th day of August, 2010.

FOR THE ASSOCIATION

~~_____~~
Joe Buck
~~_____~~

FOR THE UNION

~~_____~~
Dennis Lynch
~~_____~~

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

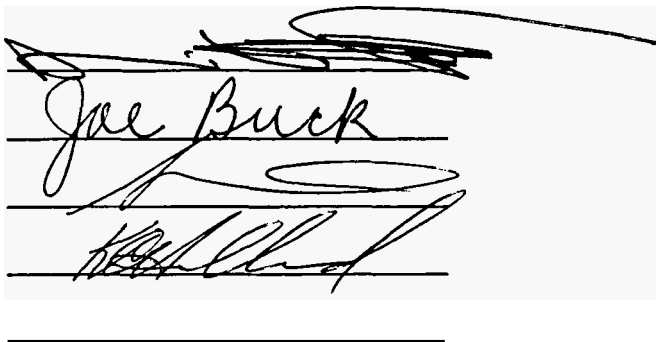
and

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

Clause "I" under the General Powers of Trustees in the current Trust Agreement for the International Union 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.

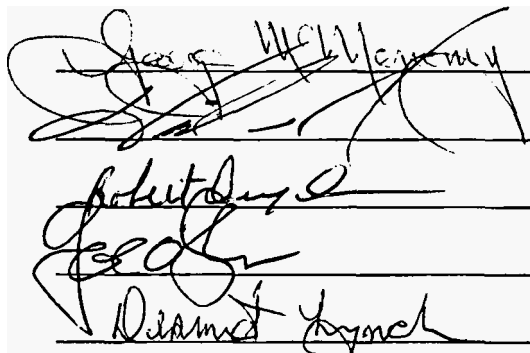
SIGNED THIS 25th day of August, 2010.

FOR THE ASSOCIATION



Handwritten signature of Joe Buck on a set of horizontal lines. The signature is written in cursive and is the only legible name in this section.

FOR THE UNION



Handwritten signatures for the Union on a set of horizontal lines. The signatures are written in cursive and include the name "Diana Lynch" at the bottom.

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

and

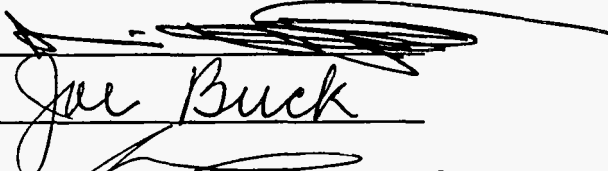
**The International Union
of Painters and Allied Trades
and the Ontario Council of the
International Union of
Painters and Allied Trades**

"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 25th day of August, 2010.

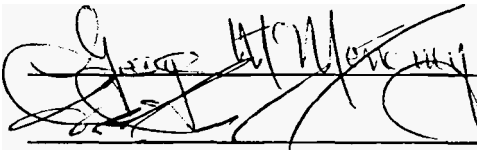
FOR THE ASSOCIATION




Joe Buck



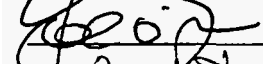
FOR THE UNION




George Atkinson



Robert Ayres



Geoff



Deanne Lynch

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

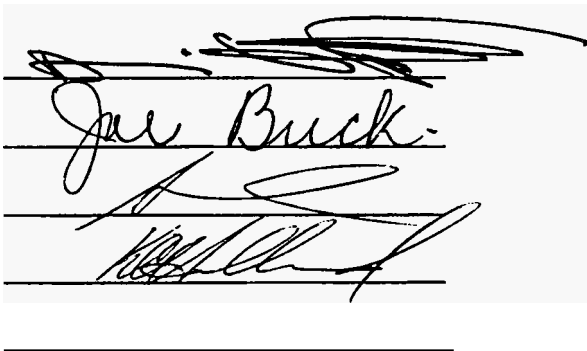
and

**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.

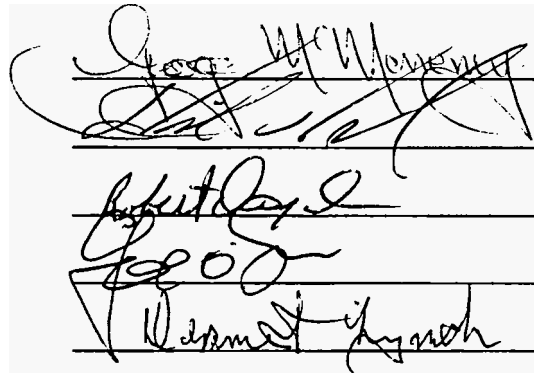
SIGNED THIS 25th day of August, 2010.

FOR THE ASSOCIATION



Joe Buck

FOR THE UNION



Joe W. McNamee

25

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**

- (A) Union Security – Valid Drivers License**
- (B) Union Security – Safety Training**

- (A) Where, due to the nature of the work, the Employer/Contractor requests members with a valid Drivers License, only members possessing this qualification will be name hired and/or referred. The Union agrees to take all reasonable due diligence to only refer members with a valid Drivers License to the Employers/Contractors. Where members are referred by the Union to an Employer/Contractor for employment and they do not possess a valid Drivers License, the Employers/Contractor can immediately send that member(s) back to the Union hire hall. It is also agreed that, as a condition of continued employment, where an Employer/Contractor determines a valid Drivers License is a necessary requirement of the job, members will maintain a valid Drivers License. It is agreed that the Employer/Contractor may ask members to produce a valid Drivers License, if they have a just or reasonable reason to believe the member(s) does not possess a valid Drivers License.

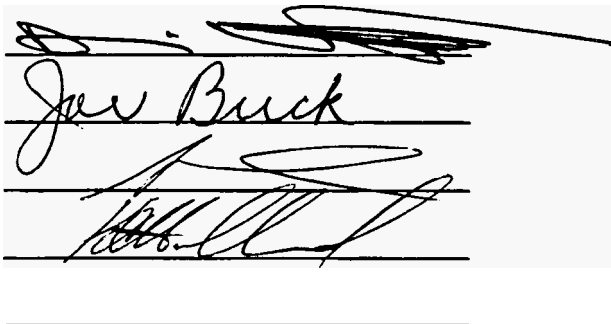
- (B) Where, due to the nature of the Health and Safety requirements of all construction projects in the Province of Ontario, an Employer/Contractor requests members with current and relevant Health and Safety Training, the Union agrees to use due diligence to only refer members who have the required current Health and Safety Training. It is agreed that all members will remain current with all Health and Safety Training as required by the Ministry of Labour. It is also agreed that the Employers/Contractors, where they have just or reasonable cause to believe members are not current in their Health and Safety Training, may request to produce proof of the required Health and Safety Training.

SIGNED THIS 25th day of August

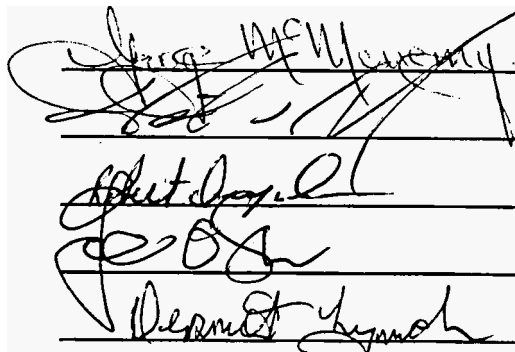
2010.

FOR THE ASSOCIATION

FOR THE UNION



Joe Buck



George McManis
Dennis Lynch

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

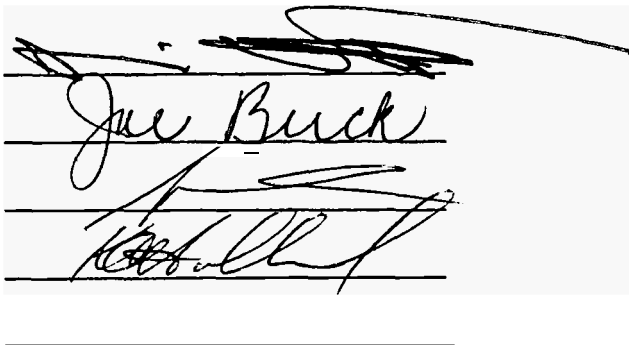
and

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

- a) If any member working for an Employer is terminated for cause, his/her union hiring hall referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for a cause a second time by any contractor bound to this Agreement within a twenty-four (24) month period, his/her union hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time by any contractor bound to this agreement within the same twenty-four (24) hour period, his/her union hiring hall referral privileges shall be suspended indefinitely.
- b) A termination shall not be considered as "for cause" for purpose of this provision if the member or the Union have filed a grievance challenging the propriety of the member's termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Ontario Labour Relations Board, another Tribunal or Court or an Arbitrator shall be binding.

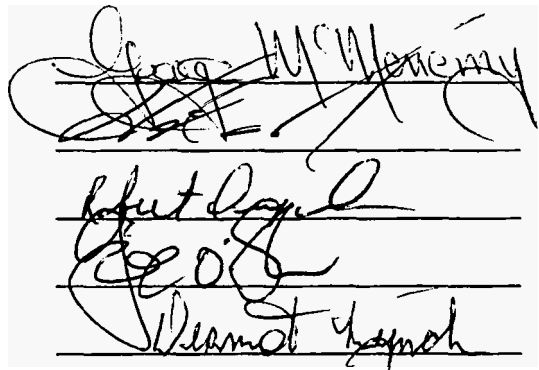
SIGNED THIS 25th day of August, 2010.

FOR THE ASSOCIATION



Joe Buck

FOR THE UNION



George McNamara
Robert Quinn
Donald Yarnoch

- PAGE 20 (e) -
LETTER OF INTENT
Appendices A, B, & D

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 parties negotiated and agreed to the Fourteenth Ontario Glazier and Metal Mechanic Industrial, Commercial and Institutional Collective Agreement at Conciliation;

AND WHEREAS the Collective Agreement has been ratified by both parties;

AND WHEREAS the Union initially proposed Appendix A and B Employers pay daily parking to a maximum of \$15 and \$5 respectively and proposed Appendix D Employers pay all daily parking relative to work sites in the area 0 – 8 kilometres from Lawrence Avenue and Yonge Street;

AND WHEREAS the Union subsequently amended their proposal whereby the Employer will acknowledge by signature to a Form T2200, supplied by the Employee, for eligible Canada Revenue Agency parking expenses supported by valid receipts for income tax purposes;

AND WHEREAS the Association agreed in principle, subject to review;

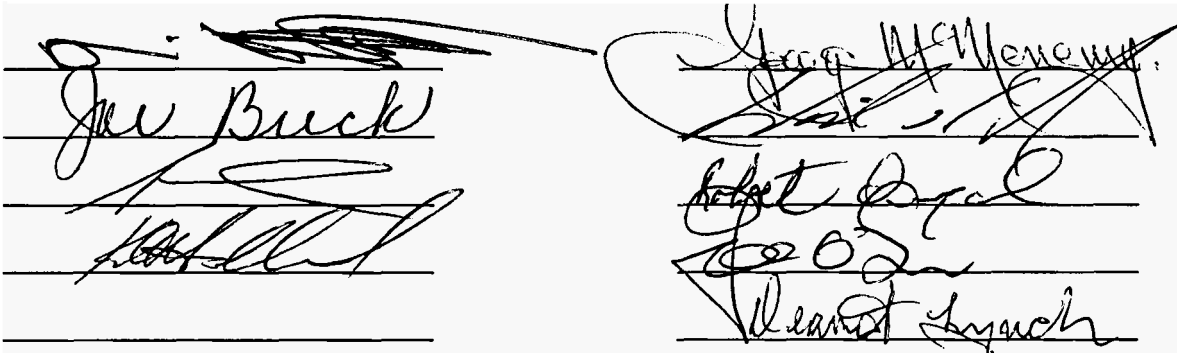
AND WHEREAS the review acknowledged an appreciation for what the parties were trying to do, it pointed out serious practicalities which had been overlooked;

AND WHEREAS the parties met August 12, 2010 and discussed the results of that review;

NOW THEREFORE the parties agree to harmoniously seek a resolve of the parking issue during the term of the Fourteenth Collective Agreement.

SIGNED THIS 25th day of August
FOR THE ASSOCIATION

, 2010.
FOR THE UNION

The image shows two columns of handwritten signatures on lined paper. The left column contains three signatures for the Association, with the first being 'Joe Buck'. The right column contains three signatures for the Union, with the first being 'James McMenamy'. The signatures are written in black ink.

EMPLOYEE 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 - 114" + 112"
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 Architectural Glass and Metal Technician with Certificate of Qualification.

June 1, 2010

May 1, 2011

May 1, 2012

\$30.34

\$30.84

\$31.52

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 two dollars (~~\$2.00~~) 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 4 – OVERTIME (Continued)

- 4.02 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the hours of work prescribed in Article 3 above have been completed; unless the Employee can establish to the satisfaction of the Employer the merits to the absence. Any overtime hours worked prior to the absenteeism, overtime rates shall be paid. If a holiday occurs in the work week, or a reduction of hours not by fault of the Employee, the total hours involved shall be deducted from the hours of work in Article 3 above.

ARTICLE 5 -WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.
- 5.02 Every effort will be made to provide a heated area during the winter months for lunch purposes.

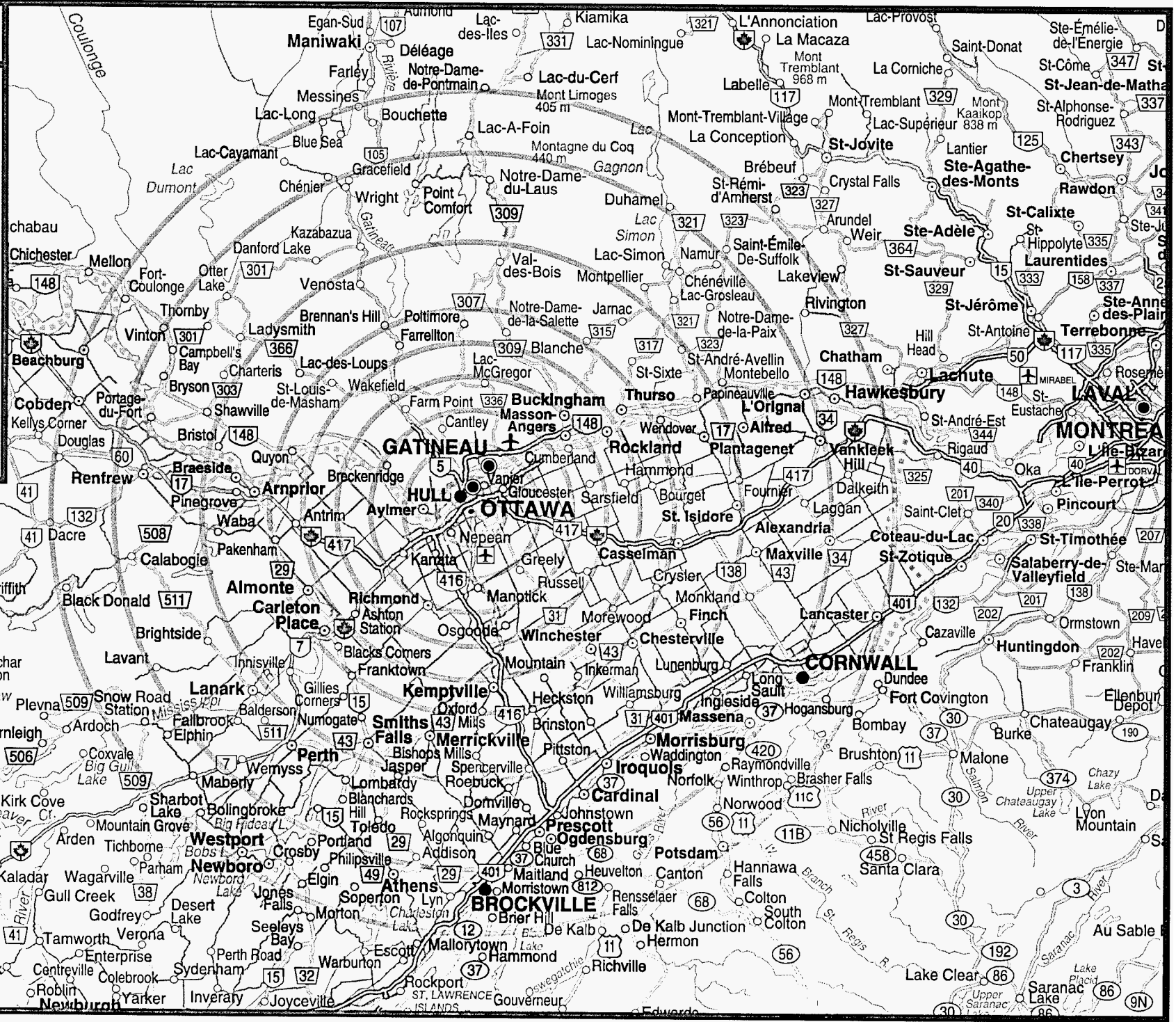
ARTICLE 6 – ENABLING PROVISION

- 6.01 During the period of this Agreement, the Union agrees to enable the hours of as per Article 32 – Enabling Provisions on projects that primarily have non-union trades. Under these circumstances 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.

Ottawa

FROM Carleton University

- 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



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 Architectural Glass and Metal Technician with Certificate of Qualification.

<u>June 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
\$27.03	\$27.44	\$27.76

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 two dollars (~~\$2.00~~) 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 Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Architectural Glass and Metal Technician with Certificate of Qualification.

June 1, 2010

May 1, 2011

May 1, 2012

\$30.63

\$31.04

\$31.36

- 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 two dollars (\$2.00) 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.

ARTICLE 3 - HOURS OF WORK Continued

- 3.02 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 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 3.02.
- 4.02 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the hours of work prescribed in Article 3 above have been completed; unless the Employee can establish to the satisfaction of the Employer the merits to the absence. Any overtime hours worked prior to the absenteeism, overtime rates shall be paid. If a holiday occurs in the work week, or a reduction of hours not by fault of the Employee, the total hours involved shall be deducted from the hours of work in Article 3 above.

ARTICLE 5 -WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Architectural Glass and Metal Technician with Certificate of Qualification.
- | | <u>June 1, 2010</u> | <u>May 1, 2011</u> | <u>May 1, 2012</u> |
|--|---------------------|--------------------|--------------------|
| | \$34.14 | \$34.64 | \$35.09 |
- 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 two dollars (\$2.00) 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 4 – OVERTIME Continued

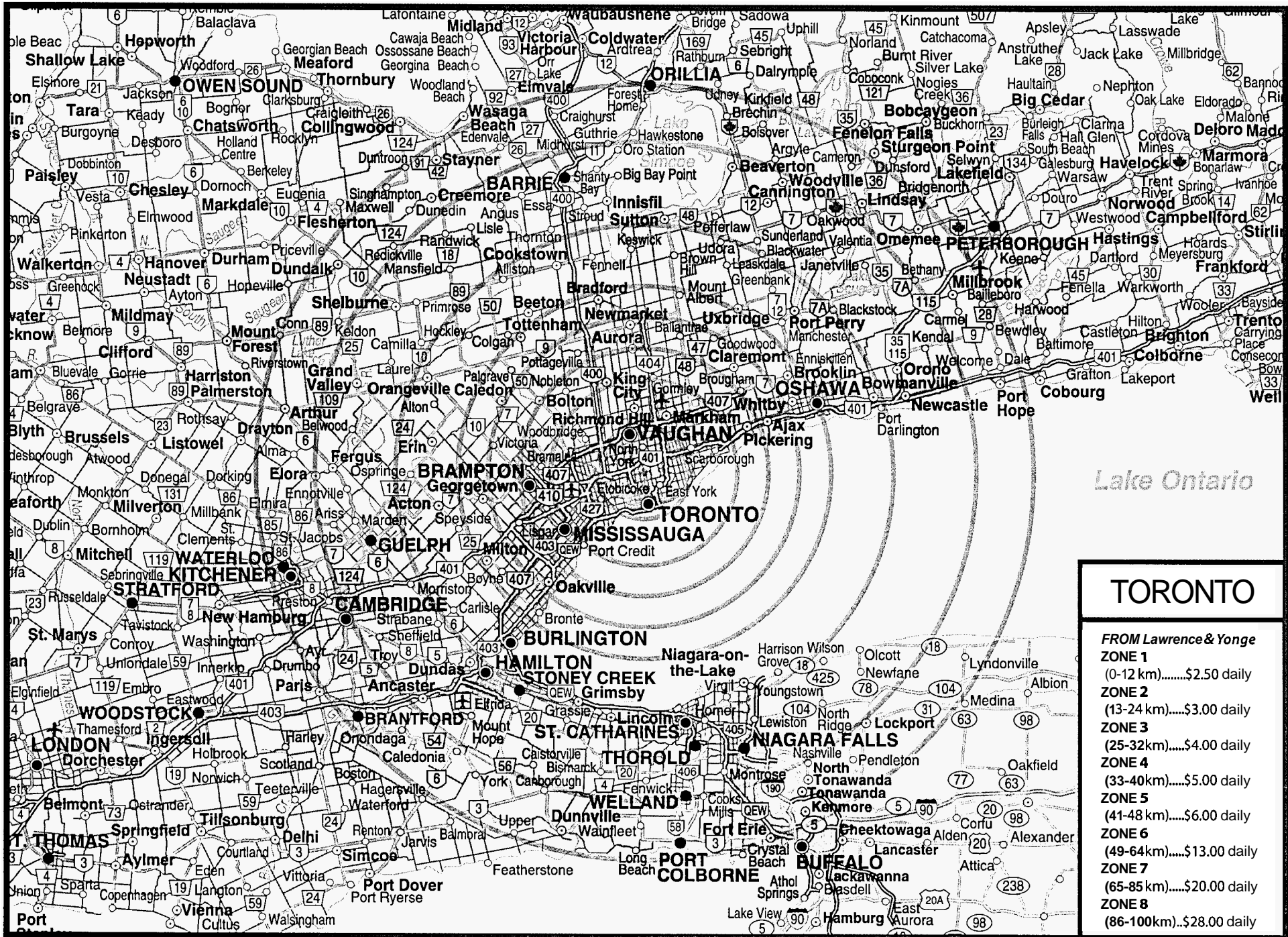
- 4.02 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the hours of work prescribed in Article 3 above have been completed; unless the Employee can establish to the satisfaction of the Employer the merits to the absence. Any overtime hours worked prior to the absenteeism, overtime rates shall be paid. If a holiday occurs in the work week, or a reduction of hours not by fault of the Employee, the total hours involved shall be deducted from the hours of work in Article 3 above.

ARTICLE 5 -WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.
- 5.02 Every effort will be made to provide a heated area during the winter months for lunch purposes.

ARTICLE 6 – ENABLING PROVISION

- 6.01 During the period of this Agreement, the Union agrees to enable the hours of work as per Article 32 – Enabling Provisions on projects that primarily have non-union trades. Under these circumstances 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.



Lake Ontario

TORONTO

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

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 Journeyman Architectural Glass and Metal Technician with Certificate of Qualification.

<u>June 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
\$31.13	\$31.63	\$32.08

ARTICLE 2 – WAGES Continued

- 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 an Architectural Glass and Metal Technician (formally “Glazier & Metal Mechanic”) from the Ministry of Training, Colleges and Universities.
 - (b) It is further agreed that all Employees engaged in installations shall be required to take the official Architectural Glass and Metal Technician Trade Test under the supervision of the Ministry of Training, Colleges and Universities. 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 Article 2.01
- 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 two dollars (\$2.00) 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 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 3.02.
- 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.
- 4.03 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.

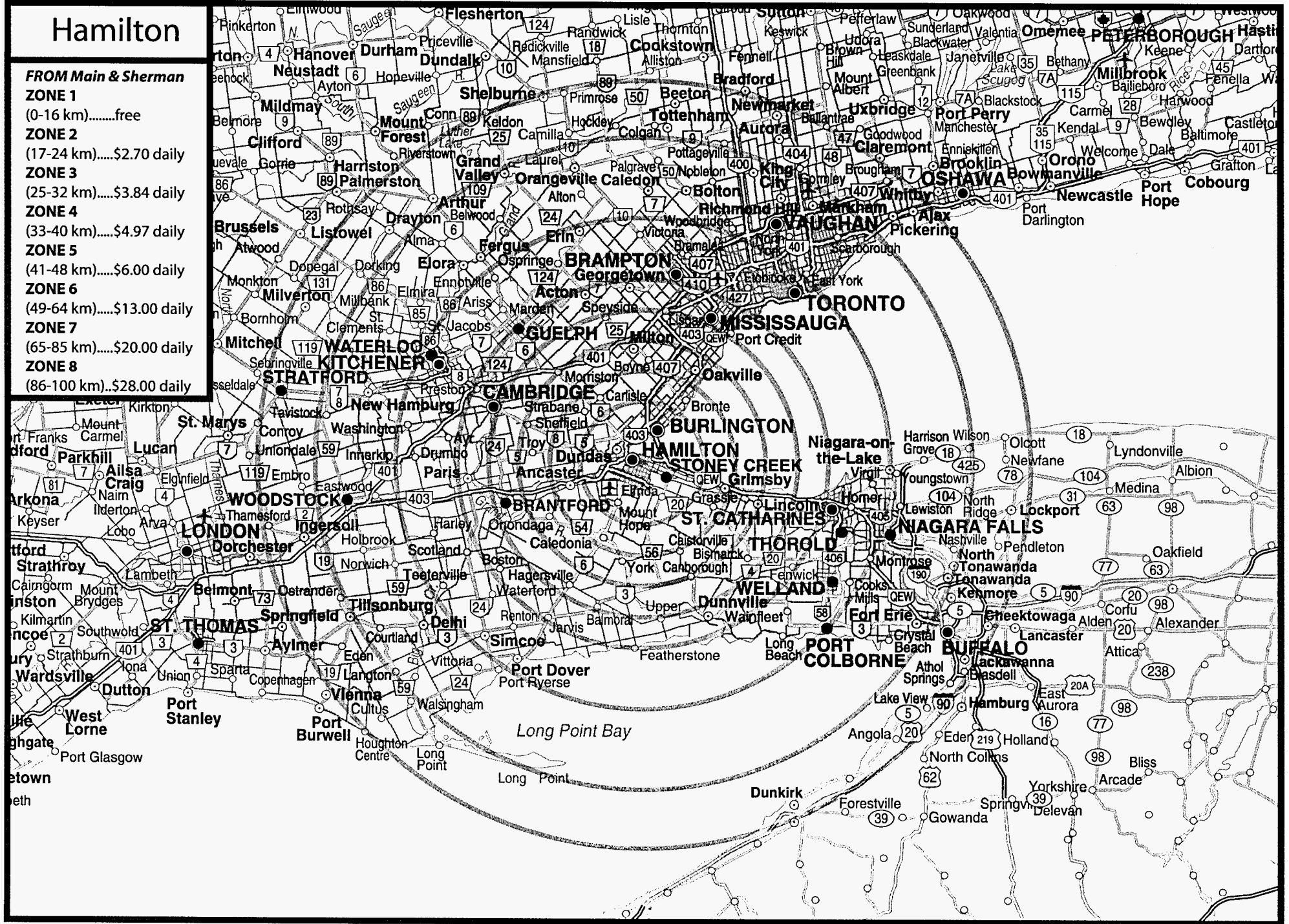
ARTICLE 5 -WORK TOOLS

- 5.01 **All** Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

Hamilton

FROM Main & Sherman

- ZONE 1**
(0-16 km).....free
- 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



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 Architectural Glass and Metal Technician with Certificate of Qualification.

<u>June 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
\$28.67	\$29.08	\$29.40

ARTICLE 2 – WAGES Continued

- 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 two dollars (\$2.00) per hour shall be paid to a Journeyman or Lead Hand appointed Chargehand.
- 2.04 Lead Hand shall be a qualified Journeyman 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 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 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 double time 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 Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Journeyperson Architectural Glass and Metal Technician with Certificate of Qualification.

June 1, 2010

May 1, 2011

May 1, 2012

\$29.19

\$29.60

\$29.92

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 two dollars (\$2.00) 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 qualified Journeypersons 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 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 the rate of time and one-half of the hourly rate.

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ARTICLE 4 – OVERTIME Continued

- 4.03 There will be no overtime paid when overtime required is the result of a negligent act of an Employee.
- 4.04 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.

ARTICLE 5 -WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Architectural Glass and Metal Technician with Certificate of Qualification.

<u>June 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
\$29.58	\$29.99	\$30.31

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 two dollars (~~\$2.00~~) 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.
- 4.04 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.

ARTICLE 5 - WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Architectural Glass and Metal Technician with Certificate of Qualification.

June 1, 2010

May 1, 2011

May 1, 2012

\$27.03

\$27.44

\$27.76

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 two dollars (\$2.00) 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.

2.05 If driving time is to be prior to or after the regular work day or overnight, the Employer will provide a hotel/motel room, if required, and the Employee(s) will be paid straight time for all hours spent driving to and from the jobsite. Each Employee(s) will be compensated at their hourly rate of pay for their actual driving time.

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.
- 4.02 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the thirty-seven and one half (37.5) 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 a reduction in regular work hours in any one (1) week, the number of hours involved shall be deducted from the thirty-seven and one half (37.5) hours for the purpose of the present paragraph.

ARTICLE 5 - WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

ARTICLE 6 – ENABLING PROVISION

- 6.01 During the period of this Agreement, the Union agrees to enable the hours of work as per Article 32 – Enabling Provisions on projects that primarily have non-union trades. Under these circumstances 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.

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 Architectural Glass and Metal Technician with Certificate of Qualification.

June 1, 2010

May 1, 2011

May 1, 2012

\$27.03

\$27.44

\$27.76

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 two dollars (\$2.00) 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.

2.05 If driving time is to be prior to or after the regular work day or overnight, the Employer will provide a hotel/motel room, if required, and the Employee(s) will be paid straight time for all hours spent driving to and from the jobsite. Each Employee(s) will be compensated at their hourly rate of pay for their actual driving time.

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.
- 4.05 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the 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 a 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 the present paragraph.

ARTICLE 5 -WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Architectural Glass and Metal Technician with Certificate of Qualification.

June 1, 2010

May 1, 2011

May 1, 2012

\$28.66

\$29.07

\$29.39

- 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 two dollars (\$2.00) 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.
- 2.05 If driving time is to be prior to or after the regular work day or overnight, the Employer will provide a hotel/motel room, if required, and the Employee(s) will be paid straight time for all hours spent driving to and from the jobsite. Each Employee(s) will be compensated at their hourly rate of pay for their actual driving time.

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.

ARTICLE 3 - HOURS OF WORK (Continued)

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 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 3.02.

4.02 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the 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 a 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 the present paragraph.

ARTICLE 5 -WORK TOOLS

5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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 Architectural Glass and Metal Technician with Certificate of Qualification.

<u>June 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
\$29.19	\$29.60	\$29.92

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 - two dollars (\$2.00) 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 4 – OVERTIME Continued

- 4.02 In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after the 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 a 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 the present paragraph.

ARTICLE 5 -WORK TOOLS

- 5.01 All Employees must have all the necessary hand tools listed in the Master Agreement (Employee Tool List). Replacement will be the responsibility of the Employee.

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