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SOURCE	Assoc.
EFF.	90/05/01
TERM.	92/04/30
No. OF EMPLOYEES	1,000
NOMBRE D'EMPLOYÉS	LW.

between



THE BUILT-UP ROOFERS
DAMP & WATERPROOFERS'
SECTION OF THE
ONTARIO SHEET METAL
WORKERS' CONFERENCE

and



ONTARIO INDUSTRIAL ROOFING
CONTRACTORS' ASSOCIATION



0276004

PROVINCIAL COLLECTIVE AGREEMENT

THE LABOUR RELATIONS SECTION
OF THE
ONTARIO INDUSTRIAL ROOFING
CONTRACTORS' ASSOCIATION

and

ONTARIO SHEET METAL WORKERS'
& ROOFERS' CONFERENCE

of the

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION

on behalf of

THE FOLLOWING AFFILIATED
BARGAINING AGENTS
30, 47, 235, 269, 392, 397, 473, 504, 537, 539, 562
AND
SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION

MAY 1, 1990 — APRIL 30, 1992

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COLLECTIVE AGREEMENT

**BETWEEN: THE LABOUR RELATIONS SECTION OF
THE ONTARIO INDUSTRIAL ROOFING
CONTRACTORS' ASSOCIATION**

(hereinafter called the "Employer")

OF THE FIRST PART

**AND: THE BUILT-UP ROOFERS, DAMP &
WATERPROOFING SECTION OF THE
ONTARIO SHEET METAL WORKERS'
& ROOFERS' CONFERENCE OF THE
SHEET METAL WORKERS' INTERNA-
TIONAL ASSOCIATION ON BEHALF
OF THE FOLLOWING AFFILIATED BAR-
GAINING AGENTS:**

- (A) Local Unions 30, 47, 235, 269, 392,
397, 473, 504, 537, 539 and 562.
- (B) The Sheet Metal Workers' International
Union

(hereinafter called the "Union")

OF THE SECOND PART

1. PURPOSE:

The purpose of this Collective Agreement is to advance the Roofing Industry, improve the standard of efficiency in the Roofing Trade and promote peace and harmony between Employers and Employee; to facilitate the orderly adjustment of all grievances, disputes and/or differences that may arise between the Parties hereto and/or the members of each and to prevent all strikes and lock-outs; to record the provisions respecting the agreed conditions of employment and the privileges and duties of the Contractors and Employer, the Union and the Employees; to prevent waste, avoidable delays and unnecessary expense, so that the cost to the Client may be as low as possible consistent with the fair wages and working conditions set forth herein.

2. CODE OF ETHICS:

All parties hereto mutually agree to cooperate fully in every legal and proper way to establish and maintain in the Roofing Industry and within the territory in which they shall operate, a code of ethics and fair practices which

will ensure compliance with the specific terms of this Article and to direct their efforts individually and collectively as circumstances may warrant and justify to the elimination of unfair competition and destructive practices

Contractors and the Employer are to report to Officials of the union, instances of the contravention of the principle of working only for recognized employer of Union Labour, or Union Members working at Roofing work at night or other than non regular working hours for other than their regular employers.

3. DEFINITIONS:

a) COLLECTIVE AGREEMENT this Collective Agreement shall cover all work to be performed in the Commercial, Industrial and Institutional sectors and new high rise structures in all other sectors, except the work covered in the Collective Agreement of the Electrical Power Systems Construction Association and the Union.

b) Association means the Labour Relations Section of the Ontario Industrial Roofing Contractors' Association and any successor or assignee.

c) Board means the Joint Conference Boards described in Article 35 herein.

d) Employee means a Journeyman Roofer or Assistant Roofer or other roofing personnel recognized by the Union and employed by an Employer

e) "Employer" means any member of the Labour Relations Section of the Association covered by this Agreement and any contractor in the Roofing Industry who is bound by the terms and conditions of this Agreement and any successor or assignee.

f) Foreman means an employee who is elevated by the Employer in view of his skills and abilities to fulfill the duties required of him.

g) Holidays means those days listed in Article 13.

h) Member means Journeyman Roofers, Roofer Assistant or other Roofing Personnel recognized by the Union and employed or eligible to be employed by an Employer.

i) "Union" means The Built-Up Roofers' Damp and Waterproofers Section of the Ontario Sheet Metal Workers' Conference and the Affiliated Bargaining Agents.

4. RECOGNITION BY EMPLOYER:

The Employer recognizes the Union as the exclusive bargaining agent for all of their employees performing work covered by the terms and conditions of this Agreement in the commercial, industrial and institutional sectors and new high rise structures in all other sectors, except the work covered in the Collective Agreement of the Electrical Power Systems Construction Association and the Union, of the construction industry in all geographic areas in the Province of Ontario as described in Appendix "A".

5. RECOGNITION BY UNION:

The Union recognizes the "Employer" as the exclusive bargaining agent for all members for whom it holds bargaining rights as outlined in Appendix "A" and for any other employers from whom the Union obtains bargaining rights during the life of this Agreement.

6. RECOGNITION OF JURISDICTIONS:

This Agreement covers the rate of pay, rules and working conditions of all Employees engaged in but not limited to, the application of roofing, damproofing and waterproofing on any and all types of structure with materials of the following description when used for roofing or in a roofing system, waterproofing and damp-roofing.

- a) Slate, tile, asbestos and asphalt roofing shingles and all cementing, laying of felt, paper, insulation or other underlayment, dressing, punching,, cutting either by hand or by machinery in connection with slate, tile. asbestos and asphalt shingles and any and all substitute materials taking the place of slate, tile, asbestos and asphalt shingles and the removal of slate and tile when the same is to be relaid and the common drip edge to make watertight.
- b) Above deck roof vapour barriers of all kinds, roof insulation of all kinds, composition and built-up roofing of all kinds including hot and cold applied, single ply application, prepared, plastic, fluid applied, sheet applied and mastic roofing, all associated roof surfacing including aggregates, coating, traffic planks, and decorative finishes and the common drip edge to make watertight.
- c) Any and all materials used for damp proofing, water-proofing and/or weatherproofing regardless of location in building system or method of application and all laying of tile, brick, wood block, mastic or composition decks or floor when laid in pitch, tar, mastic or any other form

of bitumen, all performed waterproofing, compressed paper, chemically prepared paper, burlap and substitute waterproofing products.

d) All slabs of precast concrete, composition, mineral or other panels placed over roofing or waterproofing.

e) Unloading, handling and hoisting of all tools and materials to be used in connection with the work described above except where cranes or other heavy equipment is required. Employees shall operate their own job site equipment including but not limited to pumps, kettles, burners, hoists, spray guns, conveyors, mixers and all gasoline, propane or electrically powered equipment used in composition roofing system installations.

7. HIGHER RATE APPLICABLE:

The Employer agrees that any Employees who are employed on work specified in Article 6 who are required to work within the territorial jurisdiction of any other Local Union covered by the terms of the Collective Agreement whose gross wage (i.e. wage rate, welfare and/or pension fund and vacation pay percentage, etc.) are higher than those contained in the Local's schedule, then the higher gross wage of the job site local will apply.

All of the work covered by the terms and conditions of this Collective Agreement shall be performed by qualified Roofing Personnel recognized by the Local Union.

8. JURISDICTIONAL DISPUTES:

Jurisdictional controversies on disputes affecting or involving parties to this Agreement or to members of each of them shall be settled according to the plan for the settlement of jurisdictional disputes in the construction industry. The work shall be awarded according to a previous agreement between trades or decision of record. Such decisions will be accepted and complied with by each of the disputants and unless reversed by a subsequent ruling of the appeals or a hearing panel set up under the procedures outlined in the plan for the settlement of jurisdictional disputes, the decisions shall be final and binding on all involved.

Jurisdictional disputes or differences over work assignment involving or affecting any party to this agreement shall not result in any work stoppage or interfere with the progress of the work.

It is understood that the assignment of work shall be by traditional historical trade and area practice and the settlement of jurisdictional disputes with other building

trades organizations shall be adjusted in accordance with the procedure established by the Ontario Labour Relations Board.

9. SUBCONTRACTS:

a) Roofing Contract

in the event of subletting, the Employer agrees that any and all of the acknowledged work herein contained in Article 6 (Recognition of Jurisdiction) must be sublet to an Employer who has become signatory to this Provincial Agreement.

b) Sheet Metal Work in Connection with Roofing.

It is agreed by the Employer that all Sheet metal work in connection with a Roofing contract shall be performed by Sheet Metal Workers who are members of the Local Union having jurisdiction of the project except in the case of the common drip edge which shall be installed by roofers as in the present practice.

It is further agreed that where the Roofing Contractor has no Sheet Metal Department in connection with his firm, he shall sublet the Sheet Metal work to a company who is signatory to an agreement with and employing members of the Sheet Metal Workers' International Association having jurisdiction of the Project.

10. HOURS OF WORK:

Both parties agree that the hours of work will be as per local agreement and contained in the Local Appendix. When extreme weather conditions prevail the regular starting and quitting times may be altered by mutual agreement between the Union and the Employer. Such agreement will not be unreasonably withheld.

11. OVERTIME:

Both Parties agree that overtime will be as per local agreement and contained in the Local Appendix.

12. WORK BREAK:

Two (2) work breaks will be recognized on all projects during the regular working hours of each day. Each work break will not exceed a ten (10) minute period and shall be held approximately mid morning and mid afternoon.

If the work day is to extend past the regular quitting time by more than two (2) hours, a half hour lunch may be taken on the employees own time. The employer will

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pay a maximum of four (4) dollars per man for the cost of this meal.

If the work break interferes with the progress of work, the break may be staggered so that all men will not be stopped at the same time. Employees will not leave their immediate work areas during these breaks. A junior man will be delegated to collect and distribute refreshments. The work break will not start until these refreshments have been distributed. Under no circumstances will any employees be allowed to leave the project site to which he has been assigned.

Each Local Union will arrange with its respective employees the rules under which these breaks will be taken but whatever these rules, if the actual work area of the members is uncomfortable because of obnoxious working conditions or inclement weather, these breaks will be taken where practicable in a heated shelter or a more comfortable area. On projects of more than ten working days duration, heated shelter will be made available from the first day.

During overtime or irregular hours, the same conditions will apply.

13. HOLIDAYS:

The following days shall be observed as holidays and shall be observed on the calendar date of each unless by mutual consent of the parties or by Government proclamation a different date of observance is agreed to or declared. Excepting only that if Christmas Day, Boxing Day, New Year's Day or Dominion Day falls on a non-working day, the next following work day(s) shall be observed as that holiday and if worked, will be paid for at the applicable premium rate:

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Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day and Good Friday.

If Federal or Provincial legislation is passed during the term of this Agreement establishing an additional statutory holiday, shall be added to and made part of this Agreement. 37, E) 0

On those holidays, the employees shall be paid at double the applicable rate for any work performed.

No employee shall be allowed to work on Labour Day except in extreme emergency.

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14. REPORTING TIME:

Any employee who reports for work at the direction of the Employer and is not placed at work shall be entitled to two (2) hours' pay at his regular rate and expense money where applicable. If the employee is not placed at work only because weather conditions are not right for the work he is employed on and he will be placed at work as soon as the weather is right, he shall be entitled to the two (2) hours' pay unless:

- a) He has been previously instructed not to report or
- b) At the time he is about to leave for the job site, the weather is unsuitable for the type of work on which he is employed or
- c) If reporting time occurs during overtime hours or holidays, the overtime rate shall apply.

15. METHOD OF PAYMENT:

Wages at the established rates specified herein shall be paid by cash before quitting time on Fridays or if by cheque, before quitting time on Thursday each week. If Friday is a holiday payment in cash will be on Thursday and if by cheque, on Wednesday. The Employer will arrange facilities for the cashing of cheques with an area bank.

Each employee shall be given a detailed record of his earnings showing:

- | | |
|-----------------------|------------------------|
| a) Name of Employer | f) Allowances |
| b) Name of Employee | g) Contributions |
| c) Total hours worked | h) Deductions |
| d) Rate of Pay | i) Net Wages |
| e) Gross Wages | j) Dates of Pay Period |

All in accordance with Federal and Provincial Government regulations.

Withholding Wages

Employers may withhold where necessary, a reasonable amount of wages due, not to exceed five (5) working days, to enable them to prepare the payroll.

16. HIRING PROCEDURE:

The employer agrees that he will give the Union all possible notice of his anticipated manpower requirements.

The Union agrees that it will do all in its power to supply the Employer with the required workmen in the numbers and in the categories requested.

When after reasonable notice, (Forty-eight (48) hours) the Union fails to supply qualified and competent workmen requested by the Employer, then the Employer may secure from other sources any additional workmen.

work Permits

Roofing Personnel, whether supplied by the Union Office or secured from other sources must be in possession of a work permit issued by the Union Office before being placed at work. The work permit among other things will specify the classification.

17. UNION SECURITY:

All present members covered by this Agreement shall, as a condition of employment, remain members in good standing of the Union and all new employees hired to perform work covered by this Agreement shall, as a condition of employment, be required to become and remain members of the Union in good standing.

18. CHECK-OFF:

The Company agrees to deduct Union Dues (and an additional fee where applicable) in the amount advised by the Financial Secretary of the Union.

19. HIRING OUTSIDE TERRITORIAL — JURISDICTION OF UNION:

The Union agrees that a maximum of six members sent to perform work within the territorial jurisdiction of another local union party to this agreement shall be permitted to work. Where permitted by the local union, reporting to the union office by telephone will be acceptable. In any case only one union member will be required to report to the local union office with dues receipts for the crew.

If additional members are required they shall be hired, if available, from the local union where the project is located.

Should the local union be unable to supply additional members, then Article 16 shall apply.

20. TOOL REQUIREMENTS:

Each Roofer Foreman and Journeyman Roofer will be responsible to supply and maintain the following tools:

1 Hammer	1 Roofers' Knife
1 Pair Pliers	1 Trowel
1 Pair Snips	1 Tape Measure
1 Pair Gloves	

All tools and equipment owned by the Employer but furnished and supplied to the Employee will be used and maintained as directed. The foreman will be responsible to instruct the Employees as to the correct and safe use of such equipment.

The Employer agrees to provide facilities capable of being locked for Employees to keep their tools in.

21. CLASSIFICATIONS:

ROOFER #1. FOREMAN — is one who has the knowledge required so that with the help of the other Roofing Personnel can both supervise and perform all of the operations required to apply a built-up roof of a quality that will comply with the most rigid specification.

ROOFER #2. POTMAN AND ROOFER — is one who has the knowledge required to perform most of the operations required to apply a built-up roof and with a minimum of instructions from the Foreman can perform or assist in the performance of all the operations.

ROOFER #3. MATERIAL HANDLER — is one with sufficient experience with a Roofing crew to be able to anticipate the requirements of the Foreman and the Roofer and with a minimum of instruction from either will have the material needed placed in the proper location on the roof in the amount and at the time it will be required. When roofer #3 has completed 2,000 hours in this category he will be eligible to apply to take an examination to qualify as a Roofer #2. This examination will be set up jointly at the Provincial level by the Union Conference and the Employer's Association. It will be administered at the local level jointly by the Union and the Employers.

ROOFER #4. MATERIAL HANDLER -SENIOR PROBATIONARY — Who with a minimum of instruction from the more experienced roofer personnel can perform all of the duties of a Material Handler. Senior Probationary Material Handlers may be employed under the terms of this Collective Agreement if the Union cannot supply qualified Material Handlers. In the event of a reduction in Roofing personnel, the Senior Probationary Material Handler will be released before any qualified Material Handlers are released. At the completion of 1000 hours

of employment, the Senior Probationary will be promoted to Material Handler Roofer #3.

ROOFER #5. MATERIAL HANDLER -JUNIOR PROBATIONARY — is one who performs the duties of a Material Handler at the instruction of the more experienced roofing personnel. Junior Probationary Material Handlers may be employed under the terms of the Collective Agreement if the Union cannot supply Material Handlers or Senior Probationary Material Handlers. In the event of a reduction in Roofing Personnel, Junior Probationary Material Handlers will be released before Senior Probationary Material Handlers or qualified Material Handlers are released. At the completion of 800 hours of employment, the Junior Probationary Material Handler shall be promoted to a Senior Probationary Material Handler Roofer #4.

All Roofing personnel who are presently in the classification system as set out in the previous Agreement, shall complete their respective automatic progressions.

Roofing personnel in the classification system of the previous Agreement shall be the first employees hired when available at all times until they have completed all automatic progressions.

SENIOR JOURNEYMEN:

a) Each Employer who employs six or more journeymen from classifications 1 and 2 shall employ, if available at time of hiring, senior journeymen who are capable of performing the work contracted, at the following ratio:

6 to 15 roofers numbers 1 and 2

1 senior journeyman number 1 or 2

16 to 30 roofers numbers 1 and 2

2 senior journeymen numbers 1 or 2

31 to 45 roofers numbers 1 and 2

3 senior journeymen numbers 1 or 2

b) The definition of a senior journeyman is a journeyman who has reached the age of 55 years, and who has the qualifications of a roofer number 1 or a roofer number 2.

RATIO OF ROOFING CATEGORIES ON A PROJECT:

a) For the purpose of ratio of Roofing categories defined in Clause(b) below, Material Handler applies to Qualified and/or Probationary Material Handlers.

b) Ratio on 50 squares — On new Construction jobs over five thousand (5,000) square feet in roof area consisting of hot built-up roofing.

1 Foreman — 2 Roofers — 3 Material Handlers

Additions to the crew will be made at a maintained ratio of one (1) Roofer #2, one (1) Material Handler.

Ratio on Re-Roofs, single ply, cold process or inverted roofs the same ratio of categories as described above will apply but if the nature of the job warrants it Material Handlers may be added or deleted from the crew.

**22. FREE ZONE:
TRAVELLING & BOARD ALLOWANCE:**

Both Parties agree that the free zone, travelling and board allowance will be as per local agreement and contained in the Local Appendix.

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**23. WAGES:
CONTAINED IN LOCAL APPENDICES:**

An employee will not be required to accept a lesser wage or terms of this Agreement than that of his classification regardless of the nature of work he is required to do, or as a result of the standardization of classifications in this Agreement.

PITCH CLAUSE:

The premium for work on pitch roofs as per local appendices. This will be paid from the start of a job till completed and watertight for all employees.

FOREMAN PREMIUM:

The premium for Foreman (Roofer #1) as per local appendices.

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VACATION PAY:

Vacation and Statutory Holiday Pay periods will be as per local appendices — ten percent (10%) of the basic hourly rate: _____ ..

- six percent (6%) Statutory Holiday Pay (as per Article 13)
- four percent (4%) Vacation Pay

Method of payment as per local appendices.

24. EQUALIZATION PAYMENTS:

Both parties agree that a formula for equalization payments of the local unions will be considered and every

effort will be made to formulate same to be put in effect in the agreement negotiated upon expiration of this Agreement. 70, C, K / 1998 72 76
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25. PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUNDS OF THE VARIOUS LOCAL UNIONS:

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(a) Payment of each of the various funds must be made by the Employer according to the procedures and in the amounts and within the time limit stipulated for contributions to these funds by the Trustee(s) of the Fund(s). Failure to meet the obligations by any Employer will constitute a breach of this Collective Agreement and shall render the delinquent Employer subject to the procedures and/or penalties decided by the Trustee(s) of the Fund(s) of that Local Union and contained in the Appendix of that Local Union attached hereto and thereby made part hereof.

The Employer agrees that all Funds herein referred to in the Local Appendix if discontinued for any reason whatsoever, the hourly wages of the Employee contributions herein agreed to, will then become part of the hourly wages of the Employee on whose behalf they have formerly been contributed (e.g. Vacation Pay, Welfare Plan, Pension Plan, Training Fund, Union Dues, Promotion, S.U.B. Fund, Dues Check-off, and Tool Insurance.)

It is agreed that Local Benefits Plans, if existent, may be varied, provided that such cost variation be taken from negotiated wage packages.

It is further agreed that should a Local Union be desirous of implementing jointly trustee benefit trust Plans, it shall be permitted to do so, provided that such cost shall be taken from the total negotiated wage package.

OIRCA Industry Funds and Union Dues Plans may be implemented and they shall not be part of the negotiated wage packages.

(b) **Delinquency** — The Employer payment of monies to all funds referred to in Articles 18, 25, 39 and 40 shall be remitted not later than the 15th day of the month following that in which the hours were worked. The employer shall pay a minimum of ten percent (10%) compounded weekly for late contributions.

26. EMPLOYEE DOCUMENTS:

When an employee first reports to work with an Employer, he shall give to the Employer or his Representative the following documents:

- a) Social Insurance Number
- b) Referral Slip
- c) Union Check-Off Authorization Form (where applicable)
- d) Ontario Health Insurance Plan (OHIP) 104 Separation Form where applicable.
- e) Log Book

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27. PAY AT TIME OF LAY-OFF:

In the event of lay-off, the Employer agrees to give a minimum of eight (8) hours' notice to the Union Office. No employee shall be laid-off in the first four (4) hours of any working day.

On any lay-off, the employee shall receive his wages in full within twenty-four (24) hours, excluding Saturdays, Sundays and Holidays. If not paid by the next regular pay day, he shall be paid four (4) hours' wages at his regular rate of pay for every working day from the date of lay-off.

In addition to all monies owing him, the employee shall receive the following documents:

- a) Unemployment Insurance Record of Employment
- b) Workcards stating the employee classification, total hours worked and stamped with the Company's name shall be issued to all employees laid-off or discharged.

The Employer agrees that Employees covered by this Agreement shall be laid-off in the following order:

- a) All members and applicants of other Local Unions
- b) All other applicants.

28. QUITTING OR DISCHARGE FOR CAUSE:

When an Employee quits of his own accord or is discharged for just cause, he shall wait until the next regular pay day for his wages and Unemployment Insurance Record of Employment.

29. UNION REPRESENTATION:

Rights of the Business Representative(s)

The Business Representative of each of the Local Unions shall, on reporting, have access to the project where members of a Local Union are employed and in no case, shall the presence of the Business Representative unduly interfere with the progress of work. Should security regulations and/or Owner-Client regulations prevent access to any job or project, the Employer will

assist the Business Representative in obtaining a necessary pass or permission to visit the job or projects.

30. UNION MEMBERSHIP RIGHTS

A Union Member delegated for an official union duty shall be permitted the necessary time off without pay to perform these duties subject to the Employer being notified in advance.

31. TRANSPORTATION OF EMPLOYEES' TOOLS AND/OR MATERIAL:

Roofing Personnel covered by this Agreement shall not be requested to furnish the use of an automobile or other conveyance to transport company tools and/or material from shop to job, job to job or job to shop. Facilities for such transportation are to be provided by the Employer. Roofing Personnel shall not be required, as a condition of employment, to furnish the use of a motor vehicle or other conveyance.

Where required on downtown sites, the Employer agrees to pay parking fees on the first day and last day on jobs.

32. STEWARDS:

The Employer acknowledges the right of the Union to appoint job Stewards and they will not be discriminated against. The Union undertakes to keep the Employer informed of such appointments in writing.

The Employer agrees that under no circumstances will the union steward be dismissed without consultation and approval of the Business Representative of the Local Union.

Should the Business Representative of the local union withhold approval of layoff or dismissal of the Steward the matter shall be subject to the provision of Article 33 of the current Agreement.

33. GRIEVANCE AND ARBITRATION PROCEDURE:

1) A Grievance is a difference arising only from the interpretation, administration, application or alleged violation of this Agreement including any questions as to whether the matter is arbitrable.

2) An employee may lodge a grievance against his employer. The processing of such grievance shall be processed commencing with step one below.

3) A grievance of an employee, to be considered, must be lodged with his employer within two working days following the incident giving rise to the grievance.

4) Step One:

An employee having a grievance shall first discuss the matter with his employer or the employer representative in an effort to have the matter resolved. The Employer shall give his position on the grievance within two working days.

Step Two:

If a satisfactory settlement is not reached at Step One, the grievance shall be reduced to writing and signed by the grievor setting out the nature of the grievance, the Article of this Agreement alleged to have been violated and the remedy sought. The Local Union with the grievor in attendance shall meet with the Employer within three working days of receipt of his answer to Step One in an attempt to settle the difference. The Employer shall give an answer within three working days of this meeting.

If a settlement is not reached the matter shall be brought before the Local Joint Conference Board within three working days of receipt by the Local Union, of the Employer's answer referred to in Step Two above, or such other time as is mutually agreed upon.

A grievance arising between an employer, the Local Trade Association or the Union shall be in writing and signed by the grievor, setting forth particulars of the allegation including the Article of this Agreement alleged to have been violated, the nature of the remedy sought by the grievor and forwarded to the party against whom the grievance is made. A meeting shall be convened with all parties to the dispute within three working days of receipt of the grievance.

If a settlement is not arrived at during this meeting or within such time as the parties mutually agree, the matter shall be forwarded to the Local Joint Conference Board.

The Local Joint Conference Board shall convene within five working days of receipt of a grievance. In matters touching upon the interpretation of this Agreement, the Board shall forward the grievance along with their recommendations to the Provincial Joint Conference Board. On all other matters the Local Board shall endeavour to arrive at a settlement. If no settlement can be reached the matter may be referred to Arbitration.

In order for the Local Joint Conference Board settlement of a grievance to be used by any party as a precedent

in future cases, it must be filed with the Provincial Joint Conference Board for their unanimous concurrence. In the event of failure to obtain such unanimous concurrence a settlement shall be treated as being only applicable to the facts in question.

Any grievance involving the interpretation of this Agreement shall be dealt with only by the Provincial Joint Conference Board, such Board shall convene within five working days of receiving the grievance and shall render a decision. If no settlement can be reached, the matter may be referred to Arbitration.

ARBITRATION:

Any grievance not settled at either the Local Joint Conference Board or the Provincial Conference Board in accordance with the procedure set out above, may within five working days from the date of the decision of such board, be referred to final and binding Arbitration in accordance with Section 37 of the Labour Relations Act.

34. LOCAL JOINT CONFERENCE BOARD:

PURPOSE: A Local Joint Conference Board formed by the Employers and the Local Union for purposes which will improve the Roofing Industry in general shall be formed, and without restricting the generality of the foregoing, for the following specific purposes:

- a) To promote closer cooperation and harmony between the Employers and the Local Union for the betterment of the Roofing Industry as a whole.
- b) To improve the status and conditions of the Roofing Industry within the Construction Industry and also to suggest methods for the improvement of the Construction Industry as a whole.
- c) To investigate and suggest methods to improve trade practices, standards, workmanship, working conditions, efficiency and productivity within the Roofing Industry.
- d) To stop unfair practices to or by the Employers and Employees.
- e) To constantly work for the improvement of Labour Relations in general.

In all of the above purposes, the Joint Conference Board shall not have the power to issue instructions, make special agreements or change ruling(s) without first referring the subject matter back to the body of their respective organization for approval and ratification.

The Joint Conference Board shall attempt to resolve grievances between the Local Union and the Employer as provided in this Agreement and also recommend regulations governing the conduct of their members.

Notice of grievance or dispute shall be given to the Joint Conference Board in writing and the said Board shall convene within five (5) working days to deal with the said grievance.

Decisions of the Board will be by majority vote with each Party casting three (3) votes. Each representative of either Party, present and voting is entitled to cast an equal portion of the three (3) votes allocated to the Party he represents. If the voting on a question brought before the Board for decision results in a deadlock, then either Party may refer to the Provincial Joint Conference Board.

35. PROVINCIAL JOINT CONFERENCE BOARD:

PURPOSE: The Provincial Joint Conference Board will be formed by both Parties hereto for purposes which will improve the Roofing Industry in general and without restricting the generality of the foregoing, for the following specific purposes:

- a) To promote closer cooperation and harmony between the Association and the Union for the betterment of the Roofing Industry as a whole.
- b) To improve the status and conditions of the Roofing Industry within the Construction Industry and also to suggest methods for the improvement of the Construction Industry as a whole.
- c) To investigate and suggest methods to improve trade practices, standards, workmanship, working conditions, efficiency and productivity within the Roofing Industry.
- d) To stop unfair practices to or by Employers and Employees.
- e) To constantly work for the improvement of Labour Relations in general.

In all of the above purposes, the Provincial Joint Conference Board does not have the authority to issue instructions, make agreements or change ruling(s) without first referring the subject matter to the parties for approval and ratification.

FORMATION: The Provincial Joint Conference Board, formed of not less than three (3) members of each party, shall meet as often as necessary and at the meetings, three (3) representatives of each party will form a quorum.

PROCEDURE: Decisions of the Board will be by majority vote with each Party casting three (3) votes. Each representative of either Party present and voting is entitled to cast an equal portion of three (3) votes allocated to the Party he represents. If the voting on questions brought before the Board for decision results in a deadlock and it is decided by either or both parties that the matter is important enough to require a solution, the Representatives will attempt to agree on an Umpire to decide the matter.

If, within five (5) days or a longer period if mutually agreed, no Umpire has been agreed to, then either the Association or the Conference may jointly or unilaterally request the Minister of Labour to appoint an Arbitrator. The decision of the Arbitrator acting within the limits set by this Agreement, shall be final and will bind both parties and members of each.

The Parties agree that this procedure will be followed before Section 124 of the Labour Relations Act or arbitration is implemented. Any grievance arising from a work jurisdiction dispute shall not be dealt with by this Article.

36. NO STRIKES OR LOCK-OUTS:

During the term of this Agreement there shall be no lock-out by the Employer and no strike by the Members,

An Employee of an Employer covered by the terms of this Collective Agreement will not be required to cross and/or work behind a picket line unless the placing or maintaining of that line has been objected to by the appropriate official(s) of the Building and Construction Trades Council having territorial jurisdiction over the work place that is being picketed.

37. MANAGEMENT RIGHTS:

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 as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Employer to:

a) Hire, direct, promote, select, demote, lay-off,, transfer, discipline or discharge any employee and to increase or decrease working forces, provided that a claim for discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined

without just cause may be the subject of a grievance and dealt with as herein provided.

b) Determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.

c) Determine the rules and regulations to be observed by the members, violation of which may be the cause of discipline and may include discharge.

The Employer recognizes that the Employee has recourse through the Grievance Procedure if he feels that the Company has exercised any of the foregoing rights contrary to the terms of this Agreement. The Union has the right to lay a complaint or grievance against the Employer and the Employer has the right to lay a complaint or grievance against the Union.

38. GENERAL WORKING CONDITIONS:

It is mutually agreed by both the Employer and the Union that they will comply with the Health and Safety Act of Ontario 1978 and as amended from time to time.

a) Section 37 of the Act states:

Every person who contravenes or fails to comply with a provision of this Act or the regulations is guilty of an offence and on Summary conviction is liable to a fine of not more than 25,000 dollars or to imprisonment for a term of not more than twelve (12) months or to both.

b) All Employees shall provide themselves with and maintain in good repair a safety helmet, safety footwear and safety glasses. On normal contract job sites they shall provide themselves with suitable clothing as required by the Health and Safety Act.

c) No Employee shall be required to enter or work in an area considered unsafe, or to use apparatus, equipment or machine tools considered unsafe until the area and/or the apparatus equipment or machine tools have been examined for safety and approved by a competent authority.

d) The Employer agrees that no Employee shall be laid-off or discharged or suffer any loss of wages for the balance of the day's shift due to the shutdown of a project by the proper authorities for safety reasons directly attributed to the proven negligence of their Employer.

e) A Safety Committee composed of the Steward and a Representative of the Employer shall be established in every shop. This Committee shall meet in the event of a lost time accident but at least quarterly.

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- f) All unsafe conditions on the job site must be reported immediately to either the Foreman or the Steward. The Employer through his representative on the job, shall take immediate corrective measures concerning same.
- g) The Employer shall provide first aid requirements on the job or project and in the shop as prescribed by the Workers' Compensation Act of Ontario.
- h) Any Employee who has been the victim of an accident at work and is unable to continue his work shall receive his usual pay for that day. If the serious nature of his condition requires him to go for medical attention and should he be accompanied by another person or persons, regular wages shall be paid for any time lost by the escort(s). If transportation expenses are incurred in going for medical attention, they shall be paid by the Employer if the Workers' Compensation Board does not cover the said expenses.
- i) The Employer and the Local Union will be promptly notified of any lost time, accident or fatality that requires a Workers' Compensation Board report.
- j) The Employer agrees to provide sanitary facilities and potable water as required by the Health and Safety Act.
- k) It is agreed to incorporate pitch regulations when such regulations are proclaimed into law.

The following Sections 153 to 156 are the regulations of the Health and Safety Act pertaining to the Roofing Industry.

ROOFING:

Section 153

A mechanical hoist, rigid beam or swing beam hoist or other similar roofer's hoist used in roofing shall,

- a) Be operated only by a competent person;
- AND
- b) Have a guardrail that meets the requirements of Section 58 and 59 installed on both sides of the frame at the edge of the roof.

Section 154

The counterweights on a roofer's hoist shall;

- a) Be suitable for the purpose;
- b) Not consist of roofing or other construction material;
- c) Be securely attached to the hoist;
- AND

- d) Be of such weight that their total weight will provide a factor of safety against overturning of not less than three

Section 155

Where a built-up roof is being constructed, a barrier consisting of portable weighted posts supporting a taut chain, cable or rope shall,

- a) Be placed at least 2 metres from the perimeter of the roof,
AND
- b) Be 1.1 metres high.

Section 156

1— Where hot tar or asphalt is supplied to a roof by means of a pipe, the supply pipe shall,

- a) Be securely fixed;
AND
- b) Be supported where necessary to prevent undue deflection.

2 — Where the supply pipe is discharged to a location within 2 metres of the edge of a roof, a guardrail that complies with Section 59 shall be provided at the edge of the roof.

39. ONTARIO INDUSTRIAL ROOFING CONTRACTORS' ASSOCIATION:

It is agreed that each Employer will remit the sum of nine cents (\$0.09) for each regular and overtime hour or part thereof to the Administrator of the Local Union Benefit Plan, where such plan exists, or directly to the OIRCA office in accordance with the requirements of the standard form of remittance supplied by the OIRCA.

It is understood these remittances are not part of the wage package and are to be used for the operation of OIRCA.

40. ROOFERS' DUES PROMOTION FUND:

In addition to the wages and all Local Union Funds, outlined in the Local Appendix, each Employer agrees to deduct the sum of ten cents (\$0.10) for each regular and overtime hour or part thereof and agrees to remit said amount to the Administrator of Local Union in a same manner outlined in the Local Appendix governing the funds.

Delinquencies shall be dealt within the manner and with the penalties applicable to the delinquency to any of the other funds in that Local Union.

41. SAVING CLAUSE:

Should legislation exist or, during the term of this Collective Agreement be enacted that affects the operation of this Collective Agreement in part or in whole, the Parties shall meet promptly to discuss the effect of that legislation and if necessary, make amendments to the Collective Agreement that might be required to make it comply with the law.

During such discussion and until the amendments are agreed and made part of this Collective Agreement, all Articles not made inoperative by the legislation shall continue in full force and effect.

Such Collective Agreement is amended by mutual consent, shall take precedence over this Collective Agreement but will terminate on the date that this Collective Agreement would have terminated.

42. LOCAL APPENDIX EXEMPTION OR AMENDMENT

a) Where a particular clause, article or provision contained within a Local Union Appendix and not within the Body of Agreement, works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Designated Representative may reach a Memorandum of Local Appendix Exemption or Amendment, in writing, to exempt or amend the particular clause(s), article(s), or provision(s) of the Local Union Appendix for the geographic area within the jurisdiction of the Local Union as specified in the Memorandum of Local Appendix Exemption or Amendment, The basis in part to reach this determination is:

CHECK SEMI-ANNUALLY:

- (1) Total Building Permits in each local union area.
- (2) Check local union percentage unemployment level.
- (3) Each contractor to provide: name of project, name of company and estimated man hours for each project lost to non-union contractor.
- (4) Should the local employment level decrease by 25% or more from the previous year, the parties will meet and implement this article.

b) The Local Union shall have exclusive discretion to determine whether in fact a particular clause(s), article(s)

or provision(s) contained within its Local Union Appendix works a hardship on a specific geographic area within the jurisdiction of the Local Union:

- c) Any such Memorandum of Local Appendix Exemption or Amendment shall be submitted to the parties to this Agreement designated by the Minister of Labour for their adoption and endorsement. Any such Memorandum of Local Exemption or Amendment shall have no force or effect unless and until the designated parties to this Agreement adopt and endorse the said Memorandum of Local Exemption or Amendment whereupon it shall be effective and apply only to the geographic area within the jurisdiction of the Local Union as specified therein;
- d) Any such Memorandum of Local Appendix Exemption or Amendment, when adopted and endorsed by the designated parties to this Agreement, shall exempt or amend the specified clause(s), article(s) or Provision(s) of the applicable Local Union Appendix as specified from time to time. Any such Memorandum of Local Appendix Exemption or Amendment shall expire in accordance with its terms or on the expiry date of this Agreement, whichever occurs first, at which time the operative provisions of the Local Union Schedule shall be as originally agreed to between the parties.

43. PAY EQUITY:

The parties agree that as of January 1, 1990, there are no female dominated job classes within the bargaining unit, and, therefore, there are no pay equity adjustments, required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and Employee Bargaining Agency.

44. DURATION, TERMINATION AND CONTINUATION:

This Agreement shall be in effect from May 1, 1990, until April 30, 1992, and thereafter biennially unless written notice be given not more than ninety (90) days and not less than sixty (60) days before expiry date (or its anniversary as the case may be) by the party desirous of change. On receipt of such written notice the parties to this Agreement shall convene a meeting within thirty (30) days or such time mutually agreed to and endeavour "to reach an agreement".

IN WITNESS AND TESTIMONY OF the provisions and terms mutually agreed upon and specified herein, the

duly authorized Officers and/or Representatives of both parties affix their signature on this 21st day of September, 1990.

Signed on behalf of: THE LABOUR RELATIONS SECTION OF THE ONTARIO INDUSTRIAL ROOFING CONTRACTORS' ASSOCIATION

J. M. Minialoff	R. R. Racco
C. D. Whitten	B. Warner
W. McFedries	J. W. Tiefenback
D. R. Quintal	B. G. Dean
A. R. Dafoe	L. Borges

Signed on behalf of: THE BUILT-UP ROOFERS' DAMP & WATERPROOFING SECTION OF THE ONTARIO SHEET METAL WORKERS' & ROOFERS' CONFERENCE OF THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

E. Oliveira	R. Brown
R. Mitchell	J. Ouellette
R. MacIntyre	O. Pettipas
L. LaVallee	L. Dicker
M. English	C. Coffin
R. Taylor	G. Ward

APPENDIX "A"

Geographical Jurisdictions of Locals 30, 47, 235, 269, 392, 397, 473, 504, 537, 539 and 562:

-Local 30: TORONTO, ONTARIO (including Halton County with the exception of the west side of Oakville Creek in Trafalgar Township; Nelson and Nassagawega Townships; Peel County; Erin Township in Wellington County; Dufferin County; Simcoe County; Metropolitan Toronto; York County; County Ontario; The Townships of Cartwright and Darlington in Durham County; District Muskoka and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger and Humphries in the District of Parry Sound).

Local 47: OTTAWA, ONTARIO (including Carleton, Dundas, Glengarry, Grenville, Lanark, Nipissing (south of a line from Mattawa on the Quebec border to the north-east corner of Paxton Township) Prescott, Renfrew, Russell and Stormont Counties, Ontario).

Local 235: WINDSOR, ONTARIO (including Essex and Kent Counties, Ontario).

Local 269: KINGSTON, ONTARIO (including Addington, Amherst Island, Frontenac, Howe Island, Leeds, Lennox, Prince Edward County, the Townships of Sidney, Thurlow and Tyendinaga in Hastings County and Wolfe Island, Ontario).

Local 392: PETERBOROUGH, ONTARIO (all Territories within the boundaries of Peterborough County, Victoria County, Northumberland County and Haliburton County in their entireties the townships of Caven, Manvers, and Hope in the County of Durham, and all that part of the Town of Newcastle east of the southerly continuation of the western border of the Township of Manvers to the shore of Lake Ontario; all of the County of Hastings with the exception of the Townships of Sydney, Thurlow and Tyendinaga.)

Local 397: THUNDER BAY, ONTARIO. The boundary line starts at the southeast corner of Thunder Bay district north-easterly to the 49th parallel, approximately at 45 degrees to Brunswick Lake and then follows the 49th parallel to the Quebec border also the districts of Cochrane, north of the 49th parallel, Kenora, Rainy River and Thunder Bay.

Local 473: LONDON, ONTARIO (including Bruce, Elgin, Huron, Middlesex, Oxford County (with the exception of So. Norwich, No. Norwich, E. Oxford, Blenheim, Blandford and E. Zorra Townships), Perth County (with

the exception of So. Easthope, No. Easthope, Ellice, Morington, Elma and Wallace Townships.)

Local 504: SAULT STE. MARIE, ONTARIO

Southern Boundary — International Boundary line

Northern Boundary — 49th parallel

Western Boundary — The Eastern limits of the Thunder Bay region.

Eastern Boundary — A line running North and South at the Easterly limits of Striker Township.

Local 504: SUDBURY, ONTARIO — A map or written boundary to be supplied by the Union.

Parry Sound with the exception of the Townships of Carling, Ferguson, McDougall, McKellor, Christie, Foley, Conger and Humphrey, Sudbury County; Algoma County, Manitoulin Island. Except the territory within the boundaries of Area 11, Sault Ste. Marie.

Local 537: HAMILTON AND DISTRICT -The Town of Burlington, the Township of Nassagaweya, the Town of Milton, that part of the Town of Oakville being south of the Town of Milton and west of provincial Highway No. 25 to a point where the Oakville Creek crosses Highway No. 25 and that part of the Town of Oakville lying west of the Oakville Creek between Highway No. 25 and Lake Ontario all in the County of Halton; the City of Hamilton, the County of Wentworth, the Townships of Seneca, Oneida, Walpoie, Rainham, North Cayuga, that part of the Township of South Cayuga lying west of County Road No. 36 and No. 9 and that part of the Township of Canborough lying west of County Road 15 all in the County of Haldimand and that part of the Township of West Lincoln lying between the easterly boundary of the County of Wentworth and Lincoln County Road No. 34 as it extends from its intersection with Lincoln County Road No. 17 to the Town of Smithville and Lincoln County Road No. 36 as it extends from Smithville to the Shores of Lake Ontario.

Local 537: BRANTFOR AND DISTRICT — East Zorra, Blandford, Blenheim, East Oxford, North Norwich and South Norwich in Oxford County and the Counties of Brant and Norfolk.

Local 537: NIAGARA — That portion of Lincoln and Haldimand East of line from Grimsby Beach, South on Park Road to Hwy. #8 and then South on Lincoln County Road #36 and #34 to Lincoln County Road #17 then west on #17 to Haldimand County Road #15 then Westerly on #17 to a point in line South Easterly with Haldimand

County Roads #9 and #36 to Lake Erie, Lincoln and Welland Counties to the Niagara River.

Local 539: SARNIA, ONTARIO (including Lambton County, Ontario).

Local 562: KITCHENER, ONTARIO (including the Counties of Waterloo, Wellington, Grey and Perth with the exception of Blanchard, Downie, Fullerton, Hibbert and Logan Townships, including all the municipalities contained therein).

APPENDIX "B"
LOCAL 30 — TORONTO, ONTARIO

HOURS OF WORK:

Regular Work Days — The regular work day shall be eight (8) hours between 8:00 a.m. and 4:30 p.m.

Regular Work Week — The regular work week shall be five (5) days, Monday through Friday, inclusive:

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

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When it is agreed that hours are to be worked on regular work days outside of the hours between 8:00 a.m. and 4:30 p.m. all hours in excess of forty (40) will be overtime hours and will be paid for at the overtime rates.

Wages for overtime hours of work within the territorial jurisdiction of the Union shall be paid at double the regular hourly rate.

Reroofing work on Saturdays is to be paid at time and one-half the hourly rate.

SHIFT WORK:

On jobs of a special nature where work must be done during other than regular hours or in other special cases, a night shift may be worked provided that it is continued for not less than three (3) consecutive working days.

Wages for hours worked on shift work within the territorial jurisdiction of the Union - Work on the second shift shall be paid for at the rate of seven and one-half (~~two~~) hours work for eight (8) hours' pay. If a third shift is required it shall be arranged through consultation with the Union Business Representative. 44/5000Z

TRAVELLING AND BOARD ALLOWANCE:

a) Zones: When employed on a job, the amount of travelling expense payments will be governed by the distance of the job-site from the Toronto City Hall.

Using the Toronto City Hall as swing point, five (5) concentric circles are swung.

The first circle is swung with an eight (8) km radius. The area circumscribed will be the first zone and work within this area will entail no travelling allowance.

The second zone includes only the Toronto Island and for work in this area an allowance of four dollars and thirty-seven cents (\$4.37) effective May 1, 1990, and four dollars

and eighty-one cents (\$4.81) effective May 1, 1991, per day per man shall be paid.

The third zone is the area between a sixteen and twenty-four km radius and for work within this area four dollars and thirty-seven cents (\$4.37) effective May 1, 1990, and four dollars and eighty-one cents (\$4.81) effective May 1, 1991, per man per day shall be paid.

The fourth zone is the area between a twenty-four and a thirty-two km radius and for work within this area a travelling allowance of six dollars and ninety-one cents (\$6.91) effective May 1, 1990, and seven dollars and sixty cents (\$7.60) effective May 1, 1991, per man per day shall be paid.

The fifth zone will be the area between a thirty-two and forty km radius and for work within this area a travelling allowance of eight dollars and seventeen cents (\$8.17) effective May 1, 1990, and eight dollars and ninety-nine cents (\$8.99) effective May 1, 1991, per man per day shall be paid.

b) Within eighty (80) km — When employed on a project that is beyond the fifth zone but within a distance of eighty (80) road km from the Toronto City Hall, Roofing Personnel may choose to commute or to live away from home. Should they choose to live away from home the conditions contained in Clause "c" below will apply. Should they choose to commute they shall be paid travelling time and mileage for the first trip to and the last trip from the job and in addition, they shall be paid weekly as follows:

	May 1, 1990	May 1, 1991
For 1 Day	\$13.20	\$ 14.52
For 2 Days	26.40	29.04
For 3 Days	39.60	43.56
For 4 Days	52.80	58.08
For 5 Days	66.00	72.60
For 6 Days	79.20	87.12
For 7 Days	92.40	101.64

All days listed above shall be working days. Roofing Personnel shall work the regular hours specified in Appendix "B" and shall provide for themselves necessary transportation within this area to bring them from home to job by starting time and from job to home after quitting time.

c) Beyond 80km — When employed on a project that is beyond eighty (80) road km from the Toronto City Hall, Roofing Personnel shall be paid travelling time and travel

expenses for the first trip to and last trip from the job and in addition (unless room and board is provided by the Contractor on an approved campsite maintained to Government Regulations) they shall be paid weekly as follows:

May 1, 1990		May 1, 1991	
	-		\$ 48.00
For 2 Days	\$ 86.00	For 2 Days	96.00
For 3 Days	129.00	For 3 Days	144.00
For 4 Days	172.00	For 4 Days	192.00
For 5 Days	215.00	For 5 Days	240.00
For 6 Days	258.00	For 6 Days	288.00
For 7 Days	301.00	For 7 Days	336.00

All days listed above shall be working days. The above allowance shall be paid to employees for legal holidays provided that they work a full shift on the normal working day before the holiday and a full shift on the normal working day immediately following the holiday.

When employees report for work while employed in this area and are sent home due to job conditions, they shall be paid show-up time and forty-three dollars (\$43.00) May 1, 1990, and forty-eight dollars (\$48.00) effective May 1, 1991, for that day.

If, however, the duration of the job is less than a full week, board and lodging expenses are paid at cost.

When employed on a project that is beyond eighty (80) road km from the Toronto City Hall, while travelling, the Roofing Personnel shall be paid their regular hourly straight time rate of pay for the hours spent travelling up to a maximum of eight (8) hours in any twenty-four (24) hours. If work has been performed for the Employer on the day the Employee is travelling, either before the start or at the end of the journey, the money earned for the hours worked will be in addition to the travelling time. Standard meals while travelling shall be paid for by the Employer and should they be travelling overnight, the Employer shall pay for sleeping accommodation on the train,

Room and Board Allowance shall be based on seven days (7) per week when working beyond two hundred and forty (240) road km from Toronto.

d) Return to Toronto — Roofing Personnel shall be paid under the same conditions and in the same amounts as in Clause "c" above should it be considered necessary by the Employer or his Representative for them to return to Toronto before their work is completed or if they return

of their own volition after sixty (60) or more days of employment in the area.

e) Visits Home — Roofing Personnel shall be paid traveling expenses but not travelling time for trips home here after scheduled.

One Trip home every month when employed over three hundred and twenty (320) km from Toronto.

In addition, Roofing Personnel who desire it, will be paid for one (1) trip home under the same conditions at the Christmas season.

The length of stay at home during these trips shall not exceed five (5) working days unless the Employer agrees to an extension.

When employed on a project that is six hundred and forty (640) or more road km from the Toronto City Hall, each Employee is entitled to make and on presentation of the receipt, the Employer will pay for the cost of one (1) reduced rate, three (3) minute telephone call per week.

f) Method of Travel — Employees may choose their manner of transportation but the Employer is obligated to pay only railroad costs if train service is available.

g) Car Allowance — If an Employee agrees to use his car for transportation from job-site during working hours, in addition to any other remuneration or reimbursement he may be entitled to, he shall be paid thirty (\$0.30) cents per km effective May 1, 1990, and thirty-five (\$0.35) cents effective May 1, 1991, plus ten cents (\$0.10) per km per passenger, effective May 1, 1990.

h) Discharge or Voluntary Separation while out-of-town — Other than under circumstances described in Clause "d" above, should an employee be discharged for cause or quit without cause before the completion of the Employer's portion of an out-of-town project, the Employer is not require to pay travel time or supply or pay for the transportation for the employee's return to the City of Toronto.

i) Type of Transportation — All transportation referred to in this Collective Agreement shall be both sheltered and insured transportation.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFITS FUND:

The Benefits outlined in Articles 39 and 40 shall be submitted in a manner agreed to between Local #30 and its signatory contractors.

APPENDIX "B"

LOCAL 30 — TORONTO, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	25.33	24.26	23.01	18.38	16.41
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.66	2.43	2.30	1.84	1.64
OSM Conf.	.10	.10	.10	.10	.10
Bereavement	.02	.02	-.02	-.02	-.02
Sub Total	<u>29.36</u>	<u>26.81</u>	<u>25.43</u>	<u>20.34</u>	<u>18.17</u>
OIRCA	<u>.09</u>	<u>.09</u>	<u>-.09</u>	<u>-.09</u>	<u>.09</u>
Total	29.45	26.90	25.52	20.43	18.26

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

BEREAVEMENT FUND: The bereavement fund to be funded by two cents (\$0.02) per hour employer contribution administered by the union. This plan will apply upon verification by the union to the immediate family, i.e. wife, husband, son, daughter, mother, father, mother-in-law, father-in-law.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "B"

LOCAL 30 — TORONTO, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	27.15	26.09	24.83	19.75	17.77
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.86	2.60	2.48	1.98	1.78
OSM Conf.	.10	.10	.10	.10	.10
Bereavement	.02	.02	.02	.02	.02
Sub Total	31.63	28.81	27.43	21.85	19.67
OIRCA	.09	.09	.09	.09	.09
Total	31.72	28.90	27.52	21.94	19.76

Foreman's Premium — \$1.50 (calculated in above rates)
 Pitch Premium — \$2.00

BEREAVEMENT FUND: The bereavement fund to be funded by two cents (\$0.02) per hour employer contribution administered by the union. This plan will apply upon verification by the union to the immediate family, i.e. wife, husband, son, daughter, mother, father, mother-in-law, father-in-law.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "C"
LOCAL 47 — OTTAWA, ONTARIO

HOURS OF WORK

Forty-two (42) hours scheduled Monday to Friday shall constitute a work week.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

All work in excess of forty-two (42) hours in any one (1) week shall be paid at the rate of one and one-half times (1-1/2) the regular hourly wage of the employee concerned. Where normal conditions prevail, the Employer shall not take discriminatory action against an Employee who refuses to work overtime.

All work performed on Saturdays shall be paid at time and one-half (1-1/2) the regular hourly wages of the employee concerned.

All work performed on Sundays shall be paid at the rate of double the regular hourly wages of the employee concerned.

TRAVEL AND BOARD ALLOWANCE:

a) When Employees are required to work on projects located beyond a zone bounded by South March, Stittsville, Manotick, South Gloucester, Carlsbad Springs and Orleans and when employees are required to travel to such projects from zone boundary the appointed car operator shall be paid an allowance of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, both ways, by the most direct automobile route from the zone to the project.

b) Employees who are requested by the Company to relocate temporarily shall have transportation paid once each way. Actual time spent travelling shall be paid at the regular rate up to a maximum of eight (8) hours in any one (1) day. Board and lodging to be paid to the Employee at the rate of forty-five dollars (\$45.00) per calendar day. Effective May 1, 1991, board allowance will be fifty (\$50.00) dollars per calendar day paid to the employee.

Daily travelling outside the free-zone boundary to and from the job site will be paid at the regular hourly rate but not to exceed the daily board allowance of forty-five dollars (\$45.00) per calendar day. Effective May 1, 1991, fifty (\$50.00) dollars per calendar day.

During the months of October, November, December, January, February, March, April, the employer will have the option of paying all travel and mileage each day outside the free zone boundary or may pay the established room and board allowance.

When required to perform work outside the free zone boundary and if the company supplies transportation, roofers covered by this agreement shall be transported from the company's shop to the job site and back to the shop.

All company supplied transportation shall be sheltered, heated in winter and insured against all risks.

Men working over four hundred and eighty (480) km from free zone boundary will have their fare and board paid to and from the project at least once every forty-two (42) calendar days, and will be paid single time for travel on their first trip to the site and their final trip from the site.

To qualify for room and board allowance, for weekend and legal holidays, the Employee must work a full shift on the normal working day preceding the weekend or holiday and a full shift on the normal working day immediately following the weekend or holiday unless permission has been granted for his absence by his foreman.

When a job site is located outside of the O.L.R.B. geographic area 15, those Roofing Employees on such job site, whose permanent residence is within a twenty-four (24) km radius of the job site, shall not be entitled to the room and board or travel provisions of this agreement.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUNDS:

The Benefits outlined in Articles 39 and 40 shall be in addition to the following:

Union Dues Promotion Trust Fund:

In addition to the wages, travel allowances and all other benefits herein set out, each Employer will pay to each Employee covered by this Collective Agreement an additional thirty (\$0.30) cents effective May 1, 1990, and forty (\$0.40) cents effective May 1, 1991, wages for each regular and overtime hour or part thereof, worked by each such Employee and each Employer further agrees to deduct the said sum of thirty (\$0.30) cents effective May 1, 1990, and forty (\$0.40) cents effective May 1, 1991, for each regular and overtime hour or part thereof, and agrees to remit said sum to the Administrator of "the Local

47 Union Dues Promotion Trust Fund" or such other person appointed under a Trust Agreement to be entered into as soon as possible.

Remittance to the Union Dues Promotion Trust Fund shall be made by each Employer monthly and shall be made prior to the 15th day of the month immediately following that in which the hours are worked and shall be accompanied by a list of all employees on behalf of whom the deductions are made and shall be accompanied by a report indicating the number of hours or part thereof worked by each employee concerned. The Administrator or other person appointed under the said Trust Agreement shall supply the Employer with appropriate reporting forms.

Without limiting the generality of the term Promotion and without limiting the terms of the said Trust Agreement, the purpose and intent of this Trust shall be to make any and all expenditures necessary to promote Local Union 47 Roofing Personnel and any other matters deemed proper by the Trustees in charge of the said Fund.

Local Union 47 has established a "Committee of Trustees" to manage the said Promotion Trust Fund. The Committee consists of two (2) trustees elected or appointed by Local Union 47.

In the event that this Union Dues Promotion Trust Fund is discontinued for any reason whatsoever, the hourly contributions herein agreed will then become part of the hourly wages of the Employee on whose behalf they have formerly contributed.

PENSION TRUST FUND:

In addition to the wages, vacation pay and other benefits set out in this Collective Agreement, each Employer will contribute the sum of pension contribution as stipulated in the wage schedule for all regular and overtime hours worked by each Employee covered by the Collective Agreement to the Trust Fund known as "Local Union 47 Pension Trust Fund". Without limiting the terms of the said Trust Agreement to be entered into, the purpose and intent of such Agreement shall be to purchase Pension and Supplementary Benefits and such other benefits as the said Trustees shall deem advisable, provided however, that all such benefits shall be for the exclusive advantage and benefit of the Employees covered by this Collective Agreement.

The Union and the Association agree to the administration of the Local Union 47 Pension Trust Fund by the established Trustees. The Employer agrees to abide by the terms and conditions established in the Trust Agreement between M.C.A. Ottawa and Local 47 and such amendments as made by the parties to the Trust Agreement from time to time.

Payment to the said Local Union 47 Pension Trust Fund shall be made by the Employers prior to the 15th day of the month immediately following the month in which the said wages were earned and at no time shall the payments be made to any individual employee. Payments to the Local Union 47 Pension Trust Fund shall be accompanied by a completed monthly report on a form to be supplied to the Employers by the Trustees and/or the Administrator appointed by the said Trustees to administer the said Trust Funds.

All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wage

In the event that this Pension Plan is discontinued for any reason whatsoever, the hourly contributions herein agreed will become part of the hourly wages of the employee on whose behalf they have been formerly contributed.

WELFARE PLAN CONTRIBUTIONS:

For the life of this Agreement, the employers agree to pay into the Sheet Metal Workers' Local Union 47 Welfare Plan contributions in the amount and under conditions stipulated in wage schedule.

The payment of employer contributions shall be made monthly by cheque payable to the Trustees of Local Union 47 Welfare Plan and forwarded not later than the 15th day of the following month to the administrators together with the names of all employees for whom contributions have been made, number of weekly hours worked and total contributions on the contribution forms and one such copy is to be forwarded to the Business Representative of the Local Union.

In the event that this plan is discontinued for any reason whatsoever, the hourly contributions herein agreed will then become part of the hourly wages of the employee on whose behalf they had been formerly contributed. Information on contribution forms may be obtained from the Business Office of Local 47 upon request.

APPENDIX "C"

LOCAL 47 — OTTAWA, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	19.86	19.45	18.58	13.92	12.55
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.11	1.94	1.85	1.39	1.26
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.95	.95	.95	.95	.95
Pension	1.15	1.15	1.15	1.15	1.15
UDP	.30	.30	.30	.30	.30
Sub Total	<u>25.72</u>	<u>23.89</u>	<u>22.93</u>	<u>17.81</u>	<u>16.31</u>
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	25.81	23.98	23.02	17.90	16.40

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT

Such payment shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15, and at termination.

APPENDIX "C"

LOCAL 47 — OTTAWA, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	21.00	20.58	19.71	14.72	13.35
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.25	2.06	1.97	1.47	1.34
OSM Conf.	.10	.10	.10	.10	.10
Welfare	1.00	1.00	1.00	1.00	1.00
Pension	1.25	1.25	1.25	1.25	1.25
UDP	.40	.40	.40	.40	.40
Sub Total	27.50	25.39	24.43	18.94	17.44
OIRCA	.09	.09	.09	.09	.09
Total	27.59	25.48	24.52	19.03	17.53

Foreman's Premium — \$1.50 (calculated in above rates)

Pitch Premium — \$2.00

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15, and at termination.

APPENDIX “D”

LOCAL 235 — WINDSOR, ONTARIO

HOURS OF WORK:

It is mutually agreed that the Potman may start work earlier at a maximum of one (1) hour at the discretion of the Company so that the Roofing Crews on arrival at the job may put in a full working day. This will be paid at straight time.

Five (5) days shall constitute a week's work, Monday to Friday inclusive. Employees may work the hours they wish, Monday through Friday at straight time up to forty-four (44) hours.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

Time and one-half shall be paid for all work performed on Saturdays. This clause shall be subject to the following exception: Should Roofers, due to weather conditions, be unable to complete a full forty-four (44) hour week during the regular work week (Monday through Friday) they may be allowed to work the hours on Saturday at straight time until forty-four (44) hours are completed. Saturday work is on an employee voluntary basis. After the forty-four (44) hours have been completed, any further time worked on that Saturday shall be paid for at the rate of time and one-half.

Double time shall be paid for all work performed on Sundays.

When Employees covered by this Agreement are required to work after 6:00 p.m. they shall be allowed one-half (1/2) hour for lunch without loss of pay, and such shall be paid for by the Employer

SHIFT WORK:

On jobs of a special nature where work must be done during other than regular hours or in other special cases, a night shift may be worked provided that it is continued for not less than three (3) consecutive working days.

Wages for hours worked on shift work within the territorial jurisdiction of the Union — work on the second shift shall be paid for at the rate of seven and one-half (7-1/2) hours work for eight (8) hours' pay. If a third shift is required it shall be arranged through consultation with the Union Business Representative.

Shift work on Saturdays and Sundays and Holidays (as outlined in Article 13 of the Provincial Agreement) will be at double the regular hourly rate for eight (8) hours' pay for seven (7) hours' work. On all shift work the Union shall be notified prior to its commencement.

TRAVELLING AND BOARD ALLOWANCE:

a) Essex County:

There shall be a free travel zone extending twenty-four (24) km in any direction from Walker Road and Highway 401. If an employee is required to travel anywhere in or from Essex County outside the twenty-four (24) km free zone he shall be paid twenty-seven cents (\$0.27) per km effective May 1, 1990, and thirty-two cents (\$0.32) per km effective May 1, 1991, from the limits of the free zone to the jobsite and return.

b) Kent County:

There shall be a free travel zone within a twenty-four (24) km area from Chatham City Hall. If an employee is required to travel anywhere outside this free zone he shall be paid twenty-seven cents (\$0.27) per km effective May 1, 1990, and thirty-two cents (\$0.32) per km effective May 1, 1991, from the limits of the free zone to the jobsite and return.

c) Employer Providing Transportation:

When an Employer makes transportation available to a project within Essex and Kent Counties, no travelling allowance will be paid to the Employee. The Employer shall supply transportation to and from the job thus conforming to the Workers' Compensation Board ruling covering Employees in transit.

Transportation facilities when provided by the Employer, are to be in vehicles primarily built or modified for transportation of passengers and the Employee driver to be paid at regular rate of pay.

d) When an Employer transfers any Employee from one job to another and the transfer is made during working hours, the transportation charges and the time during transit (at the prevailing wage rate and travel allowance) shall be paid by the Employer. Notwithstanding when an Employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the Employee's tools from one job to another at the Employer's expense.

e) Board Allowance:

Employees who are sent out of the county in which they reside to do work shall, if required by the Employer to

remain out of the said County, receive ~~forty-three~~ dollars (\$43.00) per day as expenditures for board and lodging for each day they remain outside said County. Effective May 1, 1991, the employee shall receive ~~forty-eight~~ (\$48.00) dollars per day as expenditures for board and lodging for each day they remain outside said County.

9 Employees in receipt of Board Allowance shall be paid this allowance for any Holiday, provided that such Employee work a full scheduled shift, if it can be worked, on the normal working day preceding the holiday and full scheduled, if it can be worked, on the normal working day immediately following the holiday.

g) When Board Allowance applies, travel allowance and travel time per this Agreement will be paid once to Employees by the Employer to and from out of area jurisdiction projects.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE VACATION PAY, WELFARE AND PENSION BENEFITS FUNDS:

LOCAL 235 — WINDSOR:

The benefits outlined in Article 39 and 40 shall be in addition to the following:

In addition to the wages, the following is to be paid for each hour worked, in trust, on behalf of each employee to cover:

- (a) Welfare — as set out in the wage schedule.
- (b) Pension — as set out in the wage schedule.
- (c) Vacation and Statutory Holiday Pay — as per Article 23.

The amounts covering the above shall be forwarded monthly to Local 235, Roofing Section. The above benefit plan to be similar to that currently in effect with the Sheet Metal Workers. Said funds to be submitted by the 15th day of the month that follows the hours worked.

LOCAL UNION DUES PROMOTION FUND:

The Employer agrees to fifteen cents (\$0.15) per hour for each hour worked from the Employee's wage rate as the Local Union Dues Promotion Fund.

This deduction shall be remitted to Local Union 235 and the Union will be the sole administrator of this fund.

The Union agrees that the Employer is held harmless in the administration of this fund.

APPENDIX "D"

LOCAL 235 — WINDSOR, ONTARIO

	#1	#2	#3	#3	#4	#5
	(Foreman)	(Potman & Roofer)	(Material Handler) (Grand-father)	(Material Handler) (New)	(Mat. Hand. Sr. Prob.)	(Mat. Hand Jr. Prob.)
May 1/90						
Basic Rate	20.33	19.59	18.38	15.73	12.89	11.39
Foreman Prem	.75	—	—	—	—	—
Vac. Pay	2.11	1.96	1.84	1.57	1.29	1.14
OSM Conf.	.10	.10	.10	.10	.10	.10
Pension	1.00	1.00	1.00	1.00	1.00	1.00
Welfare	1.25	1.25	1.25	1.25	1.25	1.25
UDP	.15	.15	.15	.15	.15	.15
Sub Total	<u>25.69</u>	<u>24.05</u>	<u>22.72</u>	<u>19.80</u>	<u>16.68</u>	<u>15.03</u>
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	25.78	24.14	22.81	19.89	16.77	15.12

Foreman's Premium — \$0.75 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

Any employee with the current Roofer #3 Title will hold their current rate and receive the wage increase for Local 235 — Windsor, Ontario.

APPENDIX "D"

LOCAL 235 — WINDSOR, ONTARIO

VACATION PAY — METHOD OF PAYMENT:

During each calendar year Employees will take one week's vacation exclusive of Statutory Holidays. The Employer agrees to furnish the Union on the 1st of January of each year a list of his Employees who have not yet had their annual vacation.

Premiums, Jury Duty, Bereavement, Probationaries

The Employer will make the difference in any loss of pay when any Employee is on Jury Duty.

Three (3) days' leave with pay will be granted to an Employee during the death of a member of his immediate family, at the discretion of the Employer.

The Employer agrees that the number of Apprentice Roofers shall not exceed more than twenty-five percent (25%) of the total number of Employees in the employ of the Employer at roofing.

APPENDIX "D"

LOCAL 235 — WINDSOR, ONTARIO

	#1	#2	#3	#3	#4	#5
	(Foreman)	(Potman & Roofer)	(Material Handler) (Grandfather)	(Material Handler) (New)	(Mat. Hand. Sr. Prob.)	(Mat. Hand Jr. Prob.)
May 1/91						
Basic Rate	21.69	20.95	19.75	17.09	13.92	12.42
Foreman Prem	1.00	—	—	—	—	—
Vac. Pay	2.27	2.10	1.97	1.71	1.39	1.24
OSM Conf.	.10	.10	.10	.10	.10	.10
Pension	1.00	1.00	1.00	1.00	1.00	1.00
Welfare	1.25	1.25	1.25	1.25	1.25	1.25
UDP	.15	.15	.15	.15	.15	.15
Sub Total	<u>27.46</u>	<u>25.55</u>	<u>24.22</u>	<u>21.30</u>	<u>17.81</u>	<u>16.16</u>
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	27.55	25.64	24.31	21.39	17.90	16.25

Foreman's Premium — \$1.00 (calculated in above rates)

Pitch Premium — \$2.00

Any employee with the current Roofer #3 Title will hold their current rate and receive the wage increase for Local 235 — Windsor; Ontario.

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APPENDIX “D”

LOCAL 235 — WINDSOR, ONTARIO

VACATION PAY — METHOD OF PAYMENT:

During each calendar year Employees will take one week's vacation exclusive of Statutory Holidays. The Employer agrees to furnish to the Union on the 1st of January of each year a list of his Employees who have not yet had their annual vacation.

Premiums, Jury Duty, Bereavement, Probationaries

The Employer will make up the difference in any loss of pay when any Employee is on Jury Duty.

Three (3) days' leave with pay will be granted to an Employee during the death of a member of his immediate family, at the discretion of the Employer.

The Employer agrees that the number of Apprentice Roofers shall not exceed more than twenty-five percent (25%) of the total number of Employees in the employ of the Employer at roofing.

APPENDIX "E"

LOCAL 269 — BELLEVILLE, ONTARIO

HOURS OF WORK:

Five (5) days shall constitute a week's work, Monday to Friday inclusive. Employees may work the hours they wish, up until eleven (11) hours in any one (1) day at straight time, up until forty-four (44) hours. Any work performed after eleven (11) hours of work in any one (1) day shall be paid for at time and one-half (1-1/2) for each hour of work.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

Any work performed after eleven (11) hours of work in any one (1) day shall be paid for at time and one-half (1-1/2) for each hour of work.

Double time shall be paid for all work performed on Saturdays and Sundays.

TRAVELLING AND BOARD ALLOWANCE:

a) When employed in shop or on job within the Corporate Limits of the City of Belleville, Employees will work regular hours specified herein and shall provide for themselves necessary transportation within said limits from home to shop or job at starting time and from shop or job to home at quitting time and the Employer shall provide or pay for all necessary additional transportation during regular working hours.

b) Roofing personnel commuting to and from work beyond the Corporate Limits of the City of Belleville shall receive their travelling expenses as follows:

Thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, to and from the jobsite, starting at the City limits, to a maximum of twenty-seven dollars (\$27.00) per day.

c) Employees working outside the Corporate limits of the City of Belleville, within ninety-six (96) km radius, may commute daily. After a ninety-six (96) km radius, board Allowance shall prevail as follows:

Forty-five dollars (\$45.00) per day effective May 1, 1990
Fifty dollars (\$50.00) per day effective May 1, 1991.

**PAYMENT OF EMPLOYER CONTRIBUTIONS
TO THE WELFARE AND BENEFIT
LOCAL 269:**

The benefits outlined in Articles 39 and 40 shall be submitted in a manner agreed to between Local 269 and its signatory contractors.

APPENDIX "E"

LOCAL 269 — BELLEVILLE, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Mat. Hand.)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	21.75	21.39	19.69	15.15	13.92
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.30	2.14	1.97	1.52	1.39
OSM Conf.	.10	.10	.10	.10	.10
Sub Total	<u>25.40</u>	<u>23.63</u>	<u>21.76</u>	<u>16.77</u>	<u>15.41</u>
ORCA	25.409	23.709	<u>21.859</u>	<u>16.869</u>	<u>15.50</u>
Total					

Foreman's Premium — \$1.25 (calculated in above rates)
 Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

This shall be paid in addition to the hourly rate as set out above and shall be paid weekly. Periods of taking vacations shall be mutually agreed to by the Employer and the Employee.

APPENDIX "E"

LOCAL 269 — BELLEVILLE, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	23.11	22.77	21.05	16.18	14.95
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.46	2.26	2.11	1.62	1.49
OSM Conf.	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>
Sub Total	27.17	25.13	23.26	17.90	16.54
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	27.26	25.22	23.35	17.99	16.63

Foreman Premium — \$1.50 (calculated in above rates)
 Pitch Premium — \$2.00

VACATION PAY — METHOD OF PAYMENT:

This shall be paid in addition to the hourly rate as set out above and shall be paid weekly. Periods of taking vacations shall be mutually agreed to by the Employer and the Employee.

APPENDIX "F"
LOCAL 269 — KINGSTON, ONTARIO

HOURS OF WORK:

Eight (8) hours on the job shall constitute a day's work to be performed between the hours of 8:00 a.m. and 5:00 p.m. Five (5) days shall constitute a weeks work, Monday to Friday inclusive.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

Overtime shall be paid at the rate of time and one-half for the first four (4) hours immediately following the regular quitting time and after that; double time. Double time shall be paid for all work done on Saturday afternoon and Sunday. Time and one-half shall be paid for all work done on Saturday morning. This clause shall be subject to the following exceptions. Should Roofers, due to weather conditions, be unable to complete a full forty (40) hour week during the regular work week period, Monday to Friday, inclusive, they may be allowed to complete that portion of the forty (40) hour week lost, on Saturday at straight time.

TRAVELLING AND BOARD ALLOWANCE:

a) Free zone boundary shall be a sixteen (16) km radius from City Hall in Kingston.

b) Employees based in the City of Kingston shall provide their own transportation to the shop or job, within the free zone boundary of Kingston. After the Employee goes outside Kingston free zone, he shall receive an extra remuneration on the following basis:

From City Hall, Kingston — Thirty cents (\$0.30) per km effective May 1, 1990, to a maximum of forty-four dollars (\$44.00) per day; and thirty-five cents (\$0.35) per km effective May 1, 1991, to a maximum of forty-nine dollars (\$49.00) per day.

c) If a Statutory Holiday occurs during the period of their absence, the Board Allowance of forty-four dollars (\$44.00) per day, referred to above will be paid, provided the Employee works the working day previous to and following the Statutory Holiday. Effective May 1, 1991, board allowance shall be forty-nine dollars (\$49.00) per day.

d) Expenses as set out in "c" above shall be indicated on Employees' pay cheque as separate items.

**PAYMENT OF EMPLOYER CONTRIBUTIONS
TO THE WELFARE AND BENEFIT FUND
LOCAL 269**

The benefits outlined in Articles 39 and 40 shall be submitted in a manner agreed to between Local 269 and its signatory contractors.

APPENDIX "F"

LOCAL 269 — KINGSTON, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	21.67	21.41	19.85	15.79	14.02
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.29	2.14	1.98	1.58	1.40
OSM Conf.	---.10	.10	..10	.10	.10
Sub Total	25.31	23.65	21.93	17.47	15.52
OIRCA	.09	.09	.09	.09	.09
Total	25.40	23.74	22.02	17.56	15.61
Foreman's Premium — \$1.25 (calculated in above rates)					
Pitch Premium — \$2.00 (effective May 15, 1990)					

VACATION PAY — METHOD OF PAYMENT:

This shall be paid in addition to the hourly rates set out above and such payments shall be made weekly. Periods for taking vacations shall be mutually agreed to by the Employer and the Union.

APPENDIX "F"

LOCAL 269 — KINGSTON, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	23.03	22.77	21.21	16.82	15.05
Foreman Prem	1.50	—	—	—	—
Vac. Pay	—	—	2.12	1.68	1.50
OSM Conf.	<u>2.10</u>	<u>2.10</u>	<u>1.10</u>	<u>.10</u>	<u>.10</u>
Sub Total	27.08	25.15	23.43	18.60	16.65
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	27.17	25.24	23.52	18.69	16.74

Foreman's Premium — \$1.50 (calculated in above rates)

Pitch Premium — \$2.00

VACATION PAY — METHOD OF PAYMENT:

This shall be paid in addition to the hourly rates set out above and such payment shall be made weekly. Periods for taking vacations shall be mutually agreed to by the Employer and the Union.

APPENDIX "G"

LOCAL 392 — PETERBOROUGH, ONTARIO

HOURS OF WORK:

Five (5) days shall constitute a week's work, Monday to Friday inclusive. Employees may work the hours they wish, Monday through Friday at straight time up to forty-four (44) hours.

OVERTIME:

Double time rates shall be paid for work performed on the Holidays stipulated in Article 13.

Time and one-half shall be paid for all work performed on Saturdays. This clause shall be subject to the following exception: Should Roofers, due to weather conditions, be unable to complete a full forty-four (44) hour week during the regular work week (Monday through Friday) they may be allowed to work the hours on Saturday at straight time until the forty-four (44) hours are completed. After the forty-four (44) hours have been completed any further time worked on that Saturday shall be paid for at the rate of time and one-half.

Double time shall be paid for all work performed on Sundays.

When Employees covered by this Agreement are required to work after 6:00 p.m. they shall be allowed one-half (1/2) hour for lunch without loss of pay, and such shall be paid for by the Employer.

TRAVELLING TIME AND BOARD ALLOWANCE:

When employed in the shop or on jobsite within the corporate limits of the City of Peterborough, Employees shall work the regular hours specified in Hours of Work above of this Agreement and shall provide for themselves necessary transportation from home to shop or jobsite at starting time and from shop or jobsite to home at quitting time.

The Employer shall provide all necessary transportation or pay for same during the regular working day.

Employees working outside the corporate limits of the City of Peterborough shall report at the shop or other designated venue at the regular starting time (such venue to be within the corporate limits of the City of Peterborough) and be returned to the shop or other designated venue at quitting time.

This section shall apply only to work being performed within ninety-six (96) km outside the corporate limits of the City of Peterborough.

When work must be performed at a jobsite more than ninety-six (96) km outside the corporate limits of the City of Peterborough, the following rules for Board and Transportation shall apply.

The full cost of transportation from the city limits to the jobsite at the beginning of employment and from the jobsite to the city limits at the completion of employment and the full cost of meals and accommodation, if travelling overnight, within reason plus an additional eleven dollars and fifty cents (\$11.50) for each Employee per day. Any dispute as to cost of board and/or transportation that should arise shall be decided by the Joint Conference Board.

Employees travelling outside the City limits who are requested to and agree to use their own vehicle shall be paid travelling expenses at the rate of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, starting from the City limits.

**PAYMENTS OF EMPLOYER CONTRIBUTIONS
TO THE WELFARE AND BENEFIT FUND OF
LOCAL 392:**

The benefits outlined in Articles 39 and 40 shall be submitted in a manner agreed between Local #392 and its signatory contractors.

APPENDIX "G"

LOCAL 392 — PETERBOROUGH, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	21.66	21.35	19.65	15.36	13.65
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.29	2.14	1.96	1.54	1.36
OSM Conf.	.10	.10	.10	.10	.10
UDP	.15	.15	.15	.15	.15
Sub Total	<u>25.45</u>	<u>23.74</u>	<u>21.86</u>	<u>17.15</u>	<u>15.26</u>
OIRCA	.09	.09	.09	.09	.09
Total	<u>25.54</u>	<u>23.83</u>	<u>21.95</u>	<u>17.24</u>	<u>15.35</u>

Foreman's Premium — \$1.25 (calculated in above rates)
 Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays in the first week of July, the first week of December and on lay-off.

The above rates are considered as minimum rates and there shall be no restriction upon the payment of higher rates where merit and ability justify such payment.

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APPENDIX "G"

LOCAL 392 — PETERBOROUGH, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	23.02	22.72	21.01	16.39	14.67
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.45	2.27	2.10	1.64	1.47
OSM Conf	.10	.10	.10	.10	.10
UDP	.15	.15	.15	.15	.15
Sub Total	<u>27.22</u>	<u>25.24</u>	<u>23.36</u>	<u>18.28</u>	<u>16.39</u>
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	27.31	25.32	23.45	18.37	16.48
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays in the first week of July, the first week of December and on lay-off.
 The above rates are considered as minimum rates and there shall be no restriction upon the payment of higher rates where merit and ability justify such payment.

APPENDIX “H”

LOCAL 397 — THUNDER BAY, ONTARIO

HOURS OF WORK:

The regular working day shall consist of eight (8) hours of work, exclusive of the meal period and the regular work week shall consist of forty (40) hours of work.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

Hours worked in excess of eight (8) hours in any day during the regular work week will be compensated at the rate of time and one-half (1-1/2) the regular rate of pay.

Work performed on Saturdays will be paid for at the rate of time and one-half (1-1/2).

Work performed on Sundays will be paid for at the rate of double time.

Where two (2) or more shifts are worked in any day, an Employee will receive fifteen cents (\$0.15) per hour over and above his regular rate for the second and third shifts

TRAVELLING TIME AND BOARD ALLOWANCE:

All Employees required to work on jobs out-of-town shall receive transportation from point of hire (except those hired at the job site), meals and travelling time in an amount not to exceed eight (8) hours straight time out of each twenty-four (24) hours travelled, including Saturday, Sunday and Statutory Holidays when travelling during working hours, and a sleeper if night travel is necessary from and to point of hire.

On jobs sixteen (16) km or over from the Employer's main office in Thunder Bay, or in other areas from the local Post Office sheltered transportation to and from the job shall be provided by the Company and travelling time shall be on Company time.

Every Employee covered by this Agreement who is required by the Company to report to a job location more than forty (40) km from the City of Thunder Bay, which requires the employee to live away from his ordinary place of residence, shall be provided with suitable free room and board by the Company.

Return transportation as arranged by the Company will be provided every forty-five (45) days on out-of-town jobs of sufficient duration.

If and when an Employee uses his own vehicle at the direction and for the purposes of the Company, he shall be compensated for same at the rate of thirty cents (\$0.30) for each km travelled effective May 1, 1990, and thirty-five cents (\$0.35) for each km travelled effective May 1, 1991, for each km travelled.

**PAYMENT OF EMPLOYER CONTRIBUTIONS
TO THE WELFARE AND BENEFIT FUND OF
LOCAL 397:**

The benefits outlined in Articles 39 and 40 shall be in addition to the following:

WELFARE AND PENSION BENEFITS:

The Employer shall contribute to an employees' Welfare and Pension Fund for each hour worked the amount as set out in the wage schedule.

Payment to the Local 397 Welfare Fund shall be forwarded to the Local Union Office along with a breakdown on the forms provided by the Union.

APPENDIX "H"

LOCAL 397 — THUNDER BAY, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	20.48	20.00	19.34	15.16	13.34
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.17	2.00	1.93	1.52	1.33
OSM C&f.	.10	.10	.10	.10	.10
Welfare	.55	.55	.55	.55	.55
Pension	1.20	1.20	1.20	1.20	1.20
Sub Total	25.75	23.85	23.12	18.53	16.52
OIRCA	.09	.09	.09	.09	.09
Total	25.84	23.94	23.21	18.62	16.61

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

APPENDIX "H"

LOCAL 397 — THUNDER SAY, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
Sept. 1/90					
Basic Rate	20.25	19.77	19.11	14.94	13.11
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.15	1.98	1.91	1.49	1.31
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.55	.55	.55	.55	.55
Pension	1.45	1.45	1.45	1.45	1.45
Sub Total	25.75	23.85	23.12	18.53	16.52
OIRCA	.09	.09	.09	.09	.09
Total	25.84	23.94	23.21	18.62	16.61
Foreman's Premium — \$1.25 (calculated in above rates)					
Pitch Premium — \$2.00					

APPENDIX "H"

LOCAL 397 — THUNDER BAY, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand Jr. Prob.)
May 1/91					
Basic Rate	21.38	20.91	20.25	15.74	13.91
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.33	2.14	2.07	1.62	1.44
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.55	.55	.55	.55	.55
Pension	1.70	1.70	1.70	1.70	1.70
	<u>27.52</u>	<u>25.09</u>	<u>24.62</u>	<u>19.66</u>	<u>17.65</u>
Sub Total	.09	—	.09	.09	.09
ORCA Total	27.61	25.44	24.71	19.75	17.74
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

APPENDIX "1"
LOCAL 473 — LONDON, ONTARIO

HOURS OF WORK:

Five (5) days shall constitute a week's work, Monday to Friday inclusive. Employees may work the hours they wish, Monday through Friday at straight time up to forty-four (44) hours. All hours worked in excess of 44 hours in the period from Monday through Friday inclusive in any one (1) week shall be paid at double the regular rate of pay.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

Time and one-half shall be paid for all work performed on Saturdays. This clause shall be subject to the following exception: Should Roofers, due to weather conditions, be unable to complete a full forty-four (44) hour week during the regular work week (Monday through Friday) they may be allowed to work the hours on Saturday at straight time until the forty-four (44) hours are completed. After the forty-four (44) hours have been completed any further time worked on that Saturday shall be paid for at the rate of time and one-half. Double time shall be paid for work performed on Sundays.

TRAVELLING TIME AND BOARD ALLOWANCE:

a) Travel expenses shall be paid to all Employees at the rate of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, when supplying their own transportation where travel expense is applicable.

ZONE #1:

Zone number one shall be that area having a radius of forty-eight (48) km measured from the intersection of highways two and four Dundas and Richmond Streets in the City of London.

All Employees working in Zone Number One shall supply their own transportation to and from the project or work site. Regular working hours shall apply. Thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, shall be paid to employees when directed or transferred from job to job or shop to job or to shop in Zone Number One after the initial trip.

ZONE #2:

Zone Number Two shall be that area between the forty-eight (48) and sixty-four (64) km radius. All employees performing work in this Zone shall receive travel expenses at the rate of eight dollars and seventeen cents (\$8.17) effective May 1, 1990, and eight dollars and ninety-nine cents (\$8.99), effective May 1, 1991, per day. Regular working hours shall apply.

ZONE #3:

Zone Number Three shall be that area between the sixty-four (64) and eighty (80) km radius. All employees performing work in this Zone shall receive travel expense at the rate of thirteen dollars and twenty-cents (\$13.20) effective May 1, 1990, and fourteen dollars and fifty-two cents (\$14.52) effective May 1, 1991, per day. Regular working hours shall apply.

ZONE #4:

- 1) Zone Number Four shall be that area between the eighty (80) and ninety-six (96) km radius. Zone Number Four shall exclude that area within the City Limits of the Corporation of the City of Sarnia. All employees performing work in this Zone shall receive travel expense at the rate of seventeen dollars and sixty cents (\$17.60) effective May 1, 1990, and nineteen dollars and thirty-six cents (\$19.36) effective May 1, 1991, per day. Regular working hours shall apply.
- 2) All Employees who report for work at the beginning of any work shift outside the forty-eight (48) km radius and are transferred to another work site shall be paid travel expense at the rate of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, travelled between work sites in addition to the zone travel expense. Travel time shall be at the regular rate of pay.
- 3) In all cases where travel expense is paid the most direct route shall be used in calculating the mileage.
- 4) All employees performing work beyond the Zone Number Four that is ninety-six (96) km or more radius from the intersection of Highways #Two and #Four (2 and 4), Dundas and Richmond Streets in the City of London shall receive Board Allowance at the rate of forty-five dollars (\$45.00) per day, plus travel expense at the rate of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, from Dundas and Richmond Streets in the City of London, to

the project or work site for the initial trip and the same travel expense at the end of their work on such project or work site.

Effective May 1, 1991, board allowance increase to fifty dollars (\$50.00).

ZONE #5:

a) All employees performing work within the city limits of the Corporation of the City of Sarnia shall receive travel allowance at the rate of forty dollars and fifty cents (\$40.50) effective May 1, 1990, and forty-five dollars and fifty cents (\$45.50) effective May 1, 1991, per day.

b) All employees sent to a project or work site beyond ninety-six (96) km radius shall leave Dundas and Richmond Streets in the City of London at 8:00 a.m. on the initial trip.

When returning they shall leave the project or work site in time to arrive back at Dundas and Richmond Streets in the city of London by 4:30 p.m. on the final trip. Travel time for such travel shall be at the regular rate of pay.

c) If a Statutory (legal) Holiday falls during the normal work week, Board Allowance shall be paid for that day providing the Employee is available for work the day prior to the holiday and the day after the holiday. Board Allowance shall also be paid to all employees when they are unable to work due to job conditions, shortage of material, weather conditions, providing they have shown up available for work.

d) In the event the project or work site is ninety-six (96) km or more from Dundas and Richmond Streets in the City of London, all Employees shall receive return trip every four (4) weeks calculated at thirty (\$0.30) cents per km effective May 1, 1990, and thirty-five (\$0.35) cents per km effective May 1, 1991.

e) It is agreed and understood that if an Employee voluntarily terminates his employment while working on a project or work site beyond the ninety-six (96) km radius from Dundas and Richmond Streets in the City of London, then the Employer shall not be required to pay return travel expense or travel time to such an Employee.

**PAYMENT OF EMPLOYER CONTRIBUTIONS
TO THE WELFARE AND BENEFIT FUND
LOCAL 473:**

The benefits outlined in Articles 39 and 40 shall be in addition to the following:

The Employer agrees to contribute to Local 473, S.M.W.I.A. Welfare Plan a total contribution (as per attached wage schedule) for every hour worked by members of Local 473, Roofing Foreman, Roofers, Roofing applicants and from the first day of employment of new Roofing Applicants. This contribution shall be paid in addition to the regular rates of pay shown in this Agreement.

This contribution per hour shall be for Local 473 Welfare Plan premiums, It is further agreed that should Local 473 Welfare Plan premiums increase during the term of this Agreement the contribution amount per hour per member will be adjusted to balance the increase in premiums by reducing the hourly wage rate and increasing the hourly contribution proportionately.

The contribution shall be paid to the Authorized Collector (Administrator) for the Plan as designated by the Trustees of the Plan not later than the fifteenth (15th) day of the month in which work was performed.

APPENDIX "I"

LOCAL 473 — LONDON, ONTARIO

May 1/90	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
Basic Rate	21.90	21.39	20.19	16.02	14.19
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.31	2.14	2.02	1.60	1.42
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.70	.70	.70	.70	.70
UPF	.15	.15	.15	.15	.15
Sub Total	<u>26.09</u>	<u>24.09</u>	<u>23.09</u>	<u>18.09</u>	<u>16.09</u>
OIRCA Total	26.50	24.57	23.25	18.66	16.65

Foreman's Premium — \$1.25 (calculated in above rates)
 Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

Vacation Pay and Statutory (Legal) Holiday Pay shall be paid to all Employees monthly along with the last regular pay of each month by separate cheque. Where an Employer pays wages by cash, the Vacation pay and Statutory (Legal) Holiday Pay would be paid by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

APPENDIX "I"

LOCAL 473 — LONDON, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	(M & a I Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	23.25	22.76	21.56	17.05	15.21
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.48	2.27	2.15	1.70	1.53
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.70	.70	.70	.70	.70
UPF	.15	.15	.15	.15	.15
Sub Total	28.18	25.98	24.66	19.70	17.69
OIRCA	.09	.09	.09	.09	.09
Total	28.27	26.07	24.75	19.79	17.78

Foreman's Premium — \$1.50 (calculated in above rates)
 Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

Vacation Pay and Statutory (Legal) Holiday Pay shall be paid to all Employees monthly along with the last regular pay of each month by separate cheque. Where an Employer pays wages by cash, the Vacation pay and Statutory (Legal) Holiday Pay would be paid by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

APPENDIX "J"
LOCAL 504 — SUDBURY, ONTARIO

HOURS OF WORK:

The regular work day shall be eight (8) hours between 8:00 a.m. and 5:00 p.m. The regular work week shall be five (5) days, Monday until Friday inclusive.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

When it is agreed that hours are to be worked outside of the regular work hours and/or regular days, unless they qualify as shift work, such hours shall be overtime hours.

All Saturdays and Sundays shall be recognized as Holidays as well the legal and/or declared holidays stipulated in Article 13 of the Provincial Agreement.

Wages for overtime hours of work within the territorial jurisdiction of the Union shall be paid at double the regular shift.

SHIFT WORK:

On jobs of a special nature where work must be done during other than regular hours or in other special cases, a night shift may be worked provided that it is continued for not less than three (3) consecutive working days.

Wages for hours worked on shift work within the Territorial Jurisdiction of Union — Work on the second shift shall be paid at the rate of seven and one-half (7-1/2) hours' pay. If a third shift is required, it shall be arranged through consultation with the Union Business Representative.

TRAVELLING TIME AND BOARD ALLOWANCE:

a) When employed on a job, the amount of travelling expense payments will be governed by the distance that the job site is from the Sudbury City Hall.

The area between a twenty-four and a thirty-two km radius and for work within this area a travelling allowance of six dollars and ninety-one cents (\$6.91) effective May 1, 1990, and seven dollars and sixty cents (\$7.60) effective May 1, 1991, per day per man shall be paid.

The area between a thirty-two and forty (32 and 40) km radius and for work within this area a travelling allowance of eight dollars and seventeen cents (\$8.17)

effective May 1, 1990, and eight dollars and ninety-nine cents (\$8.99) effective May 1, 1991, per day per man shall be paid.

WITHIN EIGHTY (80) KILOMETERS:

b) When employed on a project that is within a distance of eighty (80) road km from the Sudbury City Hall, Roofing Personnel may choose to commute or to live away from home. Should they choose to live away from home the conditions contained in Clause "c" below will apply. Should they choose to commute they shall be paid travelling time and mileage for the first trip to and the last trip from the job and in addition, they shall be paid weekly as follows:

May 1, 1990

For 1 Day	\$ 15.95
For 2 Days	31.90
For 3, 4 or 5 Days	79.75
For 6 Days	95.70
For 7 Days	111.65

May 1, 1991

For 1 Day	\$ 17.55
For 2 Days	35.10
For 3, 4 or 5 Days	87.75
For 6 Days	105.30
For 7 Days	122.85

All days listed above shall be working days. Roofing Personnel shall work the regular hours specified in Appendix "J" and shall provide for themselves necessary transportation within this area to bring them from job to home after quitting time.

BEYOND EIGHTY (80) KILOMETERS:

c) When employed on a project that is beyond eighty (80) road km from the Sudbury City Hall, Roofing Personnel shall be paid travelling time and travel expenses for the first trip to and the last trip from the job and in addition (unless room and board is provided by the Contractor on approved campsite maintained to Government Regulation) and they shall be paid weekly as follows:

May 1, 1990

For 1 Day	\$ 40.50
For 2 Days	81.00
For 3, 4 or 5 Days	202.50
For 6 Days	243.00
For 7 Days	383.50

May 1, 1991

For 1 Day	\$ 45.50
For 2 Days	91.00
For 3, 4 or 5 Days	227.50
For 6 Days	273.00
For 7 Days	318.50

All days listed above shall be working days. The above allowance shall be paid to employees for legal holidays provided that they work a full shift on the normal working day before the holiday and a full shift on the normal working day immediately following the holiday.

When Employees report for work while employed in this area, and are sent home due to job conditions, they shall be paid show-up time and forty dollars and fifty cents (\$40.50) for that day. Effective May 1, 1991, increase to forty-five dollars and fifty cents (\$45.50) for that day.

If, however, the duration of the job is less than a full week, board and lodging expenses are paid at cost.

When employed on a project that is beyond eighty (80) road km from Sudbury City Hall while travelling, the Roofing Personnel shall be paid their regular hourly straight time rate of pay for the hours spent travelling, up to a maximum of eight (8) hours in any twenty-four (24) hours. If work has been performed for the Employer on the day the Employee is travelling, either before the start or at the end of the journey the money earned for the hours worked will be in addition to the travelling time. Standard meals while travelling shall be paid by the Employer and should they be travelling overnight, the Employer shall pay for sleeping accommodation on the train.

RETURN TO SUDBURY:

d) Roofing Personnel shall be paid under the same conditions and in the same amounts as in Clause 'c' above, should it be considered necessary by the Employer or his Representative for them to return to Sudbury before their work is completed or if they return of their own volition after sixty (60) or more days of employment in the area.

VISITS HOME:

Roofing Personnel shall be paid travelling expenses but not travelling time for trips home as hereafter scheduled.

e) One (1) trip home every two (2) months when employed over three hundred and twenty (320) km but fewer than six hundred and forty (640) km from Sudbury.

One (1) trip home every six (6) months when employed over six hundred and forty (640) km from Sudbury.

In addition, Roofing Personnel who desire it will be paid for one (1) trip home under the same conditions at the Christmas Season.

The length of stay at home during these trips shall not exceed five (5) working days unless the Employer agrees to an extension. When employed on a project that is six hundred and forty (640) or more road km from the Sudbury City Hall each Employee is entitled to make and on presentation of the receipt the Employer will pay for the cost of one (1) reduced rate three (3) minute telephone call per week.

METHOD OF TRAVEL:

f) Employees may choose their manner of transportation but the Employer is obligated to pay only railroad costs if train service is available.

CAR ALLOWANCE:

g) If an employee agrees to use his car for transportation from job site to job site during working hours in addition to any other remuneration or reimbursement he may be entitled to, he shall be paid thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, plus ten cents (\$0.10) per km per passenger, effective May 1, 1990.

DISCHARGE OR VOLUNTARY SEPARATION WHILE OUT-OF-TOWN:

h) Other than under circumstances described in Clause "d" should an Employee be discharged for cause or quit without cause before the completion of the Employer's portion of an-out-of-town project, the Employer is not required to pay travel time or supply or pay for the transportation for the Employee's return to the City of Sudbury.

TYPE OF TRANSPORTATION:

i) All transportation referred to in this Collective Agreement shall be both sheltered and insured transportation.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUND LOCAL 504:

The benefits outlined in Articles 39 and 40 shall be in addition to the following:

The Employer will contribute for each employee for every hour worked contributions in the amount set out in the wage schedule. These contributions will be paid to Local 504 Welfare Fund. Cheques are to be made payable to the Sheet Metal Workers' International Association, Local Union 504, 30 Durham Street North, Room 211, Sudbury and mailed not later than the 15th of the following month of said contributions.

UNION DUES PROMOTION FUND:

The Employer agrees to deduct and pay into the Union Dues Promotion Fund the amount as set out in the wage schedule.

This deduction shall be remitted to Local Union 504 and the Union will be the sole administrator of this fund. The Union agrees that the Employer is held harmless in the Administration of this fund.

APPENDIX "J"

LOCAL 504 — SUDBURY, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	20.58	20.02	18.98	14.61	13.18
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.18	2.00	1.90	1.46	1.32
OSM Conf.	.10	.10	.10	.10	.10
Welfare	1.40	1.40	1.40	1.40	1.40
Union Prom.	.10	.10	.10	.10	.10
Sub Total	<u>25.61</u>	<u>23.62</u>	<u>22.48</u>	<u>17.67</u>	<u>16.10</u>
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	25.70	23.71	22.57	17.76	16.19

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

Such payments shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "J"

LOCAL 504 — SUDBURY, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	21.94	21.38	20.35	15.64	14.21
Vac. Pay rem	1.50	—	—	—	—
OSM Conf	2.34	2.14	2.03	1.56	1.42
Welfare	.10	.10	.10	.10	.10
Union Prom.	1.40	1.40	1.40	1.40	1.40
	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>
Sub Total	27.38	25.12	23.98	18.80	17.23
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	27.47	25.21	24.07	18.89	17.32
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "K"

LOCAL 504 — SAULT STE. MARIE, ONTARIO

HOURS OF WORK:

The regular work day shall be eight (8) hours between 8:00 a.m. and 5:00 p.m. The regular work week shall be five (5) days, Monday until Friday inclusive.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

When it is agreed that hours are to be worked outside of the regular work hours and days, unless they qualify as shift work, such hours shall be overtime hours.

All Saturdays and Sundays shall be recognized as Holidays as well the legal and/or declared holidays stipulated in Article 13 of the Provincial Agreement.

Wages for overtime hours of work within the territorial jurisdiction of the Union shall be paid at double the regular rate.

SHIFT WORK:

On jobs of a special nature where work must be done during other than regular hours or in other special cases, a night shift may be worked provided that it is continued for not less than three (3) consecutive working days.

Wages for hours worked on shift work within the Territorial Jurisdiction of Union work on the second shift shall be paid at the rate of seven and one-half (7-1/2) hours' pay. If a third shift is required, it shall be arranged through consultation with the Union Business Representative.

TRAVELLING TIME AND BOARD ALLOWANCE:

a) When employed on a job, the amount of travelling expense payments will be governed by the distance that the jobsite is from Sault Ste. Marie City Hall.

The area between a twenty-four (24) and a thirty-two (32) km radius and for work within this area a travelling allowance of six dollars and ninety-one cents (\$6.91) effective May 1, 1990, and seven dollars and sixty cents (\$7.60) effective May 1, 1991, per day per man shall be paid.

The area between a thirty-two (32) and forty (40) km radius for work within this area a travelling allowance of eight dollars and seventeen cents (\$8.17) effective May

1, 1990, and eight dollars and ninety-nine cents (**\$8.99**) effective May 1, 1991, per day per man shall be paid.

WITHIN EIGHTY KILOMETERS:

b) When employed on a project that is within a distance of eighty (80) road km from the Sault Ste. Marie City Hall, Roofing Personnel may choose to commute or to live away from home. Should they choose to live away from home, the conditions contained in Clause "c" below will apply. Should they choose to commute they shall be paid travelling time and mileage for the first trip and the last trip from the job and in addition, they shall be paid weekly as follows:

May 1, 1990	
For 1 Day	\$ 15.95
For 2 Days	31.90
For 3, 4 or 5 Days	79.75
For 6 Days	95.70
For 7 Days	111.65

May 1, 1991	
For 1 Day	\$ 17.55
For 2 Days	35.10
For 3, 4 or 5 Days	87.75
For 6 Days	105.30
For 7 Days	122.85

All days listed above shall be working days. Roofing Personnel shall work the regular hours specified in Appendix "K", Hours of work, and shall provide for themselves necessary transportation within this area to bring them from job to home after quitting time.

BEYOND EIGHTY KILOMETERS:

c) When employed on a project that is beyond eighty (80) road km from the Sault Ste. Marie City Hall, Roofing Personnel shall be paid travelling time and travel expenses for the first trip to and the last trip from the job and in addition (unless room and board is provided by the Contractor on an approved campsite maintained to Government Regulations) they shall be paid weekly as follows:

May 1, 1990	
For 1 Day	\$ 40.50
For 2 Days	81.00
For 3, 4 or 5 Days	202.50
For 6 Days	243.00
For 7 Days	283.50

May 1, 1991

For 1 Day	\$ 45.50
For 2 Days	91.00
For 3, 4 or 5 Days	227.50
For 6 Days	273.00
For 7 Days	318.50

All days listed above shall be working days. The above allowance shall be paid to Employees for legal holidays provided that they work a full shift on the normal working day before the holiday and a full shift on the normal working day immediately following the holiday.

When Employees report for work while employed in this area, and are sent home due to job conditions, they shall be paid show-up time and forty dollars and fifty cents (\$40.50) for that day. Effective May 1, 1991, increase to forty-five dollars and fifty cents (\$45.50) for that day.

If, however, the duration of the job is less than a full week board and lodging expenses are paid at cost.

When employed on a project that is beyond eighty (80) road km from Sault Ste. Marie City Hall, while travelling, the Roofing Personnel shall be paid their regular hourly straight time rate of pay for the hours spent travelling, up to a maximum of eight (8) hours in any twenty-four (24) hours. If work has been performed for the Employer on the day the Employee is travelling, either before the start of or at the end of the journey, the money earned for the hours worked will be in addition to the travelling time. Standard meals while travelling shall be paid by the Employer and should they be travelling overnight, the Employer shall pay for sleeping accommodation on the train. .

RETURN TO SAULT STE. MARIE:

d) Roofing Personnel shall be paid under the same conditions and in the same amounts as in Clause "c" above should it be considered necessary by the Employer or his Representative for them to return to Sault Ste. Marie before their work is completed or if they return of their own volition after sixty (60) or more days of employment in the area.

VISITS HOME:

e) Roofing Personnel shall be paid travelling expenses but not travelling time for trips home as hereafter scheduled.

One trip home every two (2) months when employed over three hundred and twenty (320) km but fewer than six hundred and forty (640) km from Sault Ste. Marie.

One (1) trip home every six (6) months over six hundred and forty (640) km from Sault Ste. Marie.

In addition, Roofing Personnel who desire it, will be paid for one (1) trip home under the same conditions at the Christmas Season.

The length of stay at home during these trips shall not exceed five (5) working days unless the Employer agrees to an extension.

When employed on a project that is six hundred and forty (640) road km from the Sault Ste. Marie City Hall each Employee is entitled to make and on presentation of the receipt the Employer will pay for, the cost of one (1) reduced rate three (3) minute telephone call per week.

METHOD OF TRAVEL:

9 Employees may choose their manner of transportation but the Employer is obligated to pay only railroad costs if train service is available.

CAR ALLOWANCE:

g) If an Employee agrees to use his car for transportation from jobsite to jobsite during working hours in addition to any other remuneration or reimbursement he may be entitled to, he shall be paid thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, plus ten cents (\$0.10) per km per passenger, effective May 1, 1990.

DISCHARGE OR VOLUNTARY SEPARATION WHILE OUT-OF-TOWN:

h) Other than under circumstances described in Clause "d" above, should an Employee be discharged for cause or quit without cause before the completion of the Employer's portion of an out-of-town project, the Employer is not required to pay travel time or supply or pay for the transportation for the Employee's return to the City of Sault Ste. Marie.

TYPE OF TRANSPORTATION:

i) All transportation referred to in this Collective Agreement shall be both sheltered and insured transportation.

**PAYMENT OF EMPLOYER CONTRIBUTIONS
TO THE WELFARE AND BENEFIT FUND
LOCAL 504:**

The benefits outlined in Articles 39 and 40 shall be in addition to the following:

The Employer will contribute for each employee for every hour worked contributions in the amount set out in the wage schedule. These contributions will be paid to Local 504 Welfare Fund. Cheques are to be made payable to the Sheet Metal Workers' International Association, Local 504, 30 Durham Street North, Room 211, Sudbury, P3C 5E4 and mailed not later than the 15th of the following month of said contributions.

UNION DUES PROMOTION FUND:

The Employer agrees to deduct and pay into the Union Dues Promotion Fund the amount as set out in the wage schedule.

This deduction shall be remitted to Local Union 504 and the Union will be the sole administrator of this fund. The Union agrees that the Employer is held harmless in the Administration of this fund.

APPENDIX "K"

LOCAL 504 — SAULT STE. MARIE, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	19.40	18.88	18.38	14.02	13.89
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.06	1.88	1.83	1.40	1.39
OSM Conf.	.10	.10	.10	.10	.10
I Welfare	1.40	1.40	1.40	1.40	—
I Sub Total	24.21	22.26	21.71	16.92	15.38
I OIRCA	.09	.09	.09	.09	.09
Total	24.30	22.35	21.80	17.01	15.47

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays at least on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "K"

LOCAL 504 — SAULT STE. MARIE, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	20.75	20.24	19.74	15.05	14.92
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.23	2.02	1.97	1.50	1.49
OSM Conf.	.10	.10	.10	.10	.10
Welfare	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>
Sub Total	25.98	23.76	23.21	18.05	16.51
OIRCA	.09	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.09</u>
Total	26.07	23.85	23.30	18.14	16.60
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

VACTION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays at least on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "L"
LOCAL 537 — HAMILTON, BRANTFORD
AND NIAGARA, ONTARIO

HOURS OF WORK:

Nine (9) hours' labour in the shop or on the job shall constitute a day's work to be performed between the hours of 7:30 a.m. and 5:00 p.m., Monday to Thursday and eight (8) hours between 7:30 a.m. and 4:00 p.m. on Friday with one-half (1/2) hour daily lunch period without pay, making a total of forty-four (44) hours per week.

The starting and quitting time may be moved forward by mutual agreement between the employer and the Union. Such agreements shall not be reasonably withheld.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

All overtime shall be paid at the rate of double time on all working days and for Saturdays and Sundays.

SHIFT WORK:

When it is necessary to work two or three shifts daily on any particular job, such shifts of not more than nine (9) hours each may be worked between 1:00 a.m. Monday and 8:00 a.m. Saturday of the same week, but no Employee except the Foreman shall be permitted to work more than one (1) shift in any twenty-four (24) hours. When such shift systems is worked, the rate of wages shall be:

Day Shift — Regular straight time
Second or Third Shift — Time and one-seventh

TRAVELLING TIME AND BOARD ALLOWANCE:

a) There shall be an area known as the "free area" inside the limits of which no travelling time shall be paid. The limits of said "free area" shall be a sixteen (16) km radius from the Hamilton City Hall.

The second zone will be an area between the "free area" and a twenty-four (24) km radius from the Hamilton City Hall, and for work in this area a travelling allowance of six dollars and ninety-one cents (\$6.91) effective May 1, 1990, and seven dollars and sixty cents (\$7.60) effective May 1, 1991, per day per man will be paid.

APPENDIX “L”
LOCAL 537 — HAMILTON, BRANTFORD
AND NIAGARA, ONTARIO

HOURS OF WORK:

Nine (9) hours' labour in the shop or on the job shall constitute a day's work to be performed between the hours of 7:30 a.m. and 5:00 p.m., Monday to Thursday and eight (8) hours between 7:30 a.m. and 4:00 p.m. on Friday with one-half (1/2) hour daily lunch period without pay, making a total of forty-four (44) hours per week.

The starting and quitting time may be moved forward by mutual agreement between the employer and the Union. Such agreements shall not be reasonably withheld.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

All overtime shall be paid at the rate of double time on all working days and for Saturdays and Sundays.

SHIFT WORK:

When it is necessary to work two or three shifts daily on any particular job, such shifts of not more than nine (9) hours each may be worked between 1:00 a.m. Monday and 8:00 a.m. Saturday of the same week, but no Employee except the Foreman shall be permitted to work more than one (1) shift in any twenty-four (24) hours. When such shift systems is worked, the rate of wages shall be:

Day Shift — Regular straight time
Second or Third Shift — Time and one-seventh

TRAVELLING TIME AND BOARD ALLOWANCE:

a) There shall be an area known as the “free area” inside the limits of which no travelling time shall be paid. The limits of said “free area” shall be a sixteen (16) km radius from the Hamilton City Hall.

The second zone will be an area between the “free area” and a twenty-four (24) km radius from the Hamilton City Hall, and for work in this area a travelling allowance of six dollars and ninety-one cents (\$6.91) effective May 1, 1990, and seven dollars and sixty cents (\$7.60) effective May 1, 1991, per day per man will be paid.



The third zone will be an area between a twenty-four (24) km and thirty-two (32) km radius from the Hamilton City Hall and for work in this area a travelling allowance of eight dollars and eighty-one cents (\$8.81) effective May 1, 1990, and nine dollars and sixty-nine cents (\$9.69) effective May 1, 1991, per day per man will be paid.

The fourth zone will be an area between a thirty-two (32) km and a forty (40) km radius from the Hamilton City Hall and for work in this area, a travelling allowance of eleven dollars and thirty-five cents (\$11.35) effective May 1, 1990, and twelve dollars and forty-nine cents (\$12.49) effective May 1, 1991, per day per man will be paid.

On all jobs beyond the fourth zone room and board shall be paid at the following rates:

In an area between a forty (40) km and a eighty (80) km radius from Hamilton City Hall, a board allowance of twenty-nine dollars and seventy cents (\$29.70) effective May 1, 1990, and thirty-two dollars and sixty-seven cents (\$32.67) effective May 1, 1991, per day worked.

On all jobs outside a radius of eighty (80) km from the Hamilton City Hall, a board allowance of forty-five dollars (\$45.00) per day worked. Effective May 1, 1991, increase board allowance to fifty dollars (\$50.00) per day worked.

In the area beyond the eighty (80) km radius, board allowance will be paid for any Holiday listed in Article 13 of the Provincial Agreement falling on a week day.

b) When sent by the Employer to supervise or perform work specified in Article 6 of the Provincial Agreement, the Party of the Second part, parties to and recognized under this Agreement, shall be paid all necessary transportation, travelling time and board allowance as outlined in Clause "a" above. When travelling in the daytime, workmen shall be paid at the regular rate, not to exceed nine (9) hours. Should they be travelling at night, they are to be provided with a Pullman berth. They shall not be paid for night or Sunday travelling time. They shall also be paid under the same conditions if it is considered necessary by their Employer or Foreman in the interest of the Company for them to return to the city before their work is completed. In addition to the above-wages, suitable transportation shall be supplied and arranged by the Employer or, in lieu thereof, each Employee shall receive mileage at the negotiated rate. The travelling allowance is thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991.

Where public transportation is provided, waiting time shall be considered travel time and paid for under the same conditions,

It is however understood that if an Employee quits without cause, or is discharged for cause, before the completion of the out-of-town job, the Company will not be compelled to furnish transportation to the city or pay travelling time. All transportation referred to in this Agreement shall be sheltered, insured transportation.

When employed outside of the "free area" and within the jurisdiction of the Union, the Party of the Second Part, parties to and **recognized** under this Agreement shall be governed by the regular working day which shall consist of nine **(9)** hours' labour on the job between 7:30 a.m. and 5:00 p.m. Monday to Thursday and eight **(8)** hours' labour on the job between 7:30 a.m. and 4:00 p.m., on Friday and the regular work week shall consist of **forty-four (44)** hours each week.

All full time or part time. labour performed during the hours specified herein shall be **recognized** as regular time and paid for at the regular hourly rates specified in this Agreement.

The Employer shall provide or pay for all necessary additional transportation during the regular working hours at thirty cents **(\$0.30)** per km effective May 1, 1990, and thirty-five cents **(\$0.35)** per km effective May 1, 1991.

APPENDIX "L"

LOCAL 537 — HAMILTON, BRANTFORD & NIAGARA, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	24.20	23.64	21.85	17.29	15.43
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.55	2.36	2.18	1.73	1.54
OSM Conf.	.10	.10	.10	.10	.10
Sub Total	<u>28.10</u>	<u>26.10</u>	<u>24.13</u>	<u>19.12</u>	<u>17.07</u>
OIRCA	.09	.09	.09	.09	.09
Total	28.19	26.19	24.22	19.21	17.16

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

It is further agreed that a Roofing Potman will be paid for his half-hour lunch period providing it is necessary to perform any duties that he normally does during his regular day's work.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays in the first week of July, the first week of December and on lay-off.

APPENDIX "L"

LOCAL 537 — HAMILTON, BRANTFORD & NIAGARA, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	25.57	25.00	23.21	18.32	16.45
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.71	2.50	2.32	1.83	1.65
OSM Conf.	.10	.10	.10	.10	.10
Sub Total	29.88	27.60	25.63	20.25	18.20
QIRCA	.09	.09	.09	.09	.09
Total	29.97	27.69	25.72	20.34	18.29

Foreman's Premium — \$1.50 (calculated in above rates)

Pitch Premium — \$2.00

It is further agreed that a Roofing Potman will be paid for his half hour lunch period providing it is necessary to perform any duties that he normally does during his regular day's work.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays in the first week of July, the first week in December and on lay-off.

APPENDIX “M”

LOCAL 539 — SARNIA, ONTARIO

HOURS OF WORK:

The regular work week shall consist of eight (8) hours per day Monday to Friday each week. However, if a full day is lost through the week due to inclement weather, Saturday will be considered to be a regular work day for that week only. If a Roofer starts to work on a Saturday and is forced to stop due to weather, he shall receive a minimum of four (4) hours' pay for that day. No Roofer shall be required to work two (2) consecutive Saturdays.

If a Company is unable to complete eight (8) hours' work in a day due to adverse weather conditions, they will be allowed to work up to ten (10) hours per day the following days of that week in order to make up the forty (40) hour week Monday to Friday. After 10 hours' work on a make-up time day, the Employee shall be paid the applicable overtime rate, and provided with a hot meal at no cost to the Employee if work continues beyond the 10 hours noted herein, and meal to be taken within the proximity of the work site where practical.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

The minimum rate of wages for all overtime work, that is after the regular quitting time on Saturdays and Sundays shall be rated at double time.

SPECIAL JOBS:

On jobs where work must be done after regular hours, or in other special cases, a night shift may be worked at straight time only if it continues for three (3) consecutive working days or more, and shall be paid at the rate of eight (8) hours per day for seven (7) hours' work. In the event that a third shift is necessary it shall be arranged with the Business Agent of the Union.

TRAVELLING TIME AND BOARD ALLOWANCE:

All necessary transportation at the start and finish of a job up to eight (8) hours per day at the Roofers established wage, including travelling expenses plus transportation fare from job to home and return (optional) every sixty (60) days by train, bus or its equivalent if travelling by car plus forty-three dollars (\$43.00) per scheduled work day for board and expenses will be paid by the Contractor

while employed in the jurisdiction of any other affiliated Local Union. The Union agrees that no member will be entitled to transportation fare if not used at the end of specified sixty (60) days. Effective May 1, 1991, increase board allowance to forty-eight dollars (\$48.00) per scheduled work day.

Any Roofer working outside of the Travel Zone wishing to commute daily to the jobsite will receive thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991. Prior to commencement of job, workers to decide whether to commute or remain on job. All workers to agree to either commute or remain. If remaining at the job and receiving board allowance, workers to be available for the eight (8) hour period to resume work.

TRAVELLING TO JOBS WITHIN THE VICINITY OF SARNIA:

Men working out of Local Union 539 shall receive the following Travel Allowance, unless transportation is supplied by Employer on the Employer's time.

FREE ZONE is defined as the City of Sarnia and Point Edward east of the St. Clair River, south to the north side of the first Sombra Township Road south of Canadian Industries Ltd., then easterly to Highway #21 and north on Highway #21 to the junction of Highways #402 and #21 then north to Lake Huron on Plympton Sideroad #15 including any job or project with direct access off Highway #21 or Plympton Sideroad #15.

ZONE A is the remainder of Lambton County, nine dollars and thirteen cents (\$9.13) effective May 1, 1990, and ten dollars and four cents (\$10.04) effective May 1, 1991, per day for work in this zone.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUND OF LOCAL 539:

The benefits outlined in Articles 39 and 40 shall be submitted in a manner agreed to between Local #539 and its signatory contractors.

APPENDIX "M"

LOCAL 539 — SARNIA, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	23.57	22.83	21.17	17.68	15.63
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.49	2.28	2.12	1.76	1.56
OSM Conf.	.10	.10	.10	.10	.10
Sub Total	27.41	25.21	23.39	19.54	17.29
OIRCA	.09	.09	.09	.09	.09
Total	27.50	25.30	23.48	19.63	17.38

Foreman's Premium — \$1.25 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

Premium pay for work on steep roof or steeples shall be negotiated before the job.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays in the first week of July, the first week of December and on lay-off.

APPENDIX "M"

LOCAL 539 — SARNIA, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	24.94	24.19	22.54	18.70	16.65
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.64	2.42	2.25	1.87	1.67
OSM Conf.	.10	.10	.10	.10	.10
Sub Total	29.18	26.71	24.89	20.67	18.42
OIRCA	.09	.09	.09	.09	.09
Total	29.27	26.80	24.98	20.76	18.51

Foreman's Premium — \$1.50 (calculated in above rates)

Pitch Premium — \$2.00

Premium pay for work on steep roof or steeples shall be negotiated before the job.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays in the first week of July, the first week of December and on lay-off.

APPENDIX "N"
LOCAL 562 — KITCHENER, ONTARIO

HOURS OF WORK:

- a) The regular work week shall consist of forty (40) hours on the job site Monday to Friday inclusive.
- b) The regular work day shall consist of eight (8) hours on the jobsite between the hours of 7:00 a.m. to 5:30 p.m.
- c) When required to drive company vehicles to transport materials or roofing personnel to and from the job-site straight time rates will apply.
- d) The potman will start one (1) hour before the regular starting time, when required by the company, at straight time rates.
- e) When required to work in an area where board is required, the work day will consist of nine (9) hours to a maximum of forty-two (42) hours per week.
- f) When an employee starts work his wages will be paid continuously until quitting time except for time allotted for meals.

OVERTIME:

- a) Overtime will be paid for work outside of the regular starting and quitting time.
- b) Double time will be paid for work on Sundays and the statutory holidays in Article 13 of this Agreement.
- c) Time and one-half will be paid for on site work after eight (8) hours per day or forty (40) hours per week except for conditions in clause "e" under hours of work, then time and one-half will be paid after nine (9) hours per day or forty-two (42) hours per week.

SHIFT WORK:

- a) Shift work will be paid at the rate of time and one-eighth (1-1/8).

— FREE ZONE, TRAVEL AND BOARD

TRAVEL:

- a) When required to perform work outside the company premises, roofers covered by this Agreement shall be transported from the company's shop to the jobsite and return in company-supplied transportation.
- b) All company supplied transportation shall be sheltered, heated in winter and insured against all risks.

c) Employees required to use other than company-supplied transportation shall be paid thirty cents (~~\$0.30~~) per km effective May 1, 1990, and thirty-five cents (~~\$0.35~~) per km effective May 1, 1991.

ZONES:

a) Employees shall be paid the following daily allowance as compensation for time consumed to travel back and forth in company-supplied transportation. The driver of the vehicle shall be paid straight time rates for loading and driving the vehicle in lieu of zone rates.

b) Radius from Waterloo Wellington Airport tower:

May 1, 1990

ZONE	RADIUS	DAILY ALLOWANCE
1		—
2	00 to 32	\$ 4.13
3		
4	00 to 48	5.78
5		
7	00 to 64	7.98
8	00 to 80	19.08
9	0 to 88	11.28

May 1, 1991

ZONE	RADIUS	DAILY ALLOWANCE
1	0 to 24	—
2		
3	00 to 40	4.55.75
4		
5	00 to 56	7.57
7	0 to 64	8.78
8	00 to 72	19.99
9	0 to 88	12.41

BOARD:

a) The area beyond the eighty-eight (88) km radius from the W. W. Airport Tower shall be considered as a board area. All employees required to work in that area shall be paid twenty-four dollars (\$24.00) effective May 1, 1990, and twenty-seven dollars (\$27.00) effective May 1, 1991, per day for meals for each day away from the company premises. The company will be responsible for the cost of suitable accommodation.

b) If due to unforeseeable circumstances or at the company's request, employees cannot return home daily and must stay overnight, then the conditions that apply in area beyond eighty-eight (88) km radius will apply regardless of the zone.

c) When working beyond the eighty-eight (88) km radius from the W. W. Airport Tower, employees will be paid at straight time rates for his initial trip to the project and return trip at the completion of the project or at the employers request. This also applies to the driver of the vehicle.

d) Employees may return to and from the job on weekends and holidays in company supplied transportation at the employer's expense, to be paid at straight time rates for travelling time exceeding two (2) hours.

PAYMENT OF CONTRIBUTIONS:

The benefits outlined in Articles 39 and 40 shall be in addition to the following:

WELFARE:

The company agrees to deduct the amount set out in the wage schedule per hour for every hour's pay for all employees covered by this agreement to the established and jointly trusteeed welfare program: cheque to be made in the name of Local 562 Roofers Benefit Plan and deposited in Canada Trust, 305 King Street West, Kitchener N2G 1B8 by the 15th day of each month for the previous month with forms supplied by the Union.

PENSION:

The employers shall contribute to Local Union 562 Pension Fund the amount set out in the wage schedule for every hour worked by each employee covered by this agreement.

It is agreed that should the Local 562 Pension Plan premiums increase during the term of this agreement, the contribution per hour per employee will be adjusted to balance the increase in premiums by reducing the hourly rate and increasing the hourly contributions proportionately.

In the event that these funds are discontinued for any reason whatsoever, the hourly contributions herein agreed will then become part of the hourly wages of the employee on whose behalf they have been formerly contributed.

UNION DUES PROMOTION FUND:

The company agrees to deduct twenty (\$0.20) cents per hour for every hour pay for all employees covered by this agreement to Local 562 Union Promotion Fund and added to the welfare contribution in one cheque. The purpose of the union promotion fund will be to improve and promote the roofing industry in general and will be administered at the sole discretion of Local 562. Effective May 1, 1991, union dues promotion increases to twenty-five (\$0.25) cents per hour.

INDUSTRY FUND:

Employers covered by this Agreement shall contribute one cent (\$0.01) per hour for each paid hour for their Employees to an Industry Fund known as the "The Grand Valley Roofer's Fund".

This contribution shall be made by the 15th of each month for the previous month and remitted to the Grand Valley Construction Association on the approved form. This fund shall be used exclusively for the benefit of the Roofing Industry but not to be detriment of the Union. The Grand Valley Construction Association shall deposit these monies promptly into the Grand Valley Roofer's Fund Account in accordance with written instructions.

APPENDIX "N"

LOCAL 562 — KITCHENER, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/90					
Basic Rate	20.83	20.25	19.71	15.95	13.59
Foreman Prem	1.25	—	—	—	—
Vac. Pay	2.21	2.02	1.97	1.59	1.36
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.75	.75	.75	.75	.75
Pension	.25	.25	.25	.25	.25
UDP	.20	.20	.20	-.20	.20
Sub Total	25.59	23.57	22.98	18.84	16.25
OIRCA	.09	.09	.09	-.09	.09
Total	25.68	23.66	23.07	18.93	16.34
Foreman's Premium — \$1.25 (calculated in above rates)					
Pitch Premium — \$2.00 (effective May 15, 1990)					

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APPENDIX “N”

LOCAL 562 — KITCHENER, ONTARIO

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis for the quarters ending March 31, June 30, September 30 and December 15 and shall be paid on the regular pay day for which wages are paid for the termination date of that quarter.

Note: Send OSM Conf., Welfare, UP Fund in one cheque on the forms supplied by Local 562 — Total \$0.90.
Send OIRCA Fund on the forms supplied by OIRCA.

APPENDIX "N"

LOCAL 562 — KITCHENER, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	21.92	21.34	20.80	16.70	14.35
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.34	2.13	2.08	1.67	1.43
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.75	.75	.75	.75	.75
Pension	.50	.50	.50	.50	.50
UDP	.25	<u>.25</u>	.25	--- .25	L 25
Sub Total	27.36	25.07	24.48	19.97	17.38
OIRCA	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
Total	27.45	25.16	24.57	20.06	17.47
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

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APPENDIX “N”

LOCAL 562 — KITCHENER, ONTARIO

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis for the quarters ending March 31, June 30, September 30 and December 15 and shall be paid on the regular pay day for which wages are paid for the termination date of that quarter.

Note: Send OSMConf., Welfare, UP Fund in one cheque on the forms supplied by Local 562 — Total \$0.95. Send OIRCA Fund on the forms supplied by OIRCA.

NOTES

NOTES

**Please replace and insert the
attached pages to the
Collective Agreement.**

MAY 27 1991

REV. 5/1981

County Roads #9 and #36 to Lake Erie, Lincoln and Welland Counties to the Niagara River

Local **539:** SARNIA, ONTARIO (including Lambton County, Ontario).

Local **562:** KITCHENER, ONTARIO (including the Counties of Waterloo, Wellington, Grey and Perth with the exception of Blanchard, Downie, Fullerton, Hibbert and Logan Townships, including all the municipalities contained therein).

APPENDIX "B"

LOCAL 30 — TORONTO, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	27.15	26.09	24.83	19.75	17.77
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.86	2.60	2.48	1.98	1.78
OSM Conf.	.10	.10	.10	.10	.10
Bereavement	.02	.02	.02	.02	.02
Sub Total	31.63	28.81	27.43	21.85	19.67
OIRCA	.09	.09	.09	.09	.09
Total	31.72	28.90	27.52	21.94	19.76

Foreman's Premium — \$1.50 (calculated in above rates)

Pitch Premium — \$2.00

BEREAVEMENT FUND: The bereavement fund to be funded by two cents (\$0.02) per hour employer contribution administered by the union, This plan will apply upon verification by the union to the immediate family, i.e. wife, husband, son, daughter, mother, father, mother-in-law, father-in-law.

VACATION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX "I"
LOCAL 473 — LONDON, ONTARIO

HOURS OF WORK:

Five (5) days shall constitute a week's work, Monday to Friday inclusive. Employees may work the hours they wish, Monday through Friday at straight time up to forty-four (44) hours. All hours worked in excess of 44 hours in the period from Monday through Friday inclusive in any one (1) week shall be paid at double the regular rate of pay.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

Time and one-half shall be paid for all work performed on Saturdays. This clause shall be subject to the following exception: Should Roofers, due to weather conditions, be unable to complete a full forty-four (44) hour week during the regular work week (Monday through Friday) they may be allowed to work the hours on Saturday at straight time until the forty-four (44) hours are completed. After the forty-four (44) hours have been completed any further time worked on that Saturday shall be paid for at the rate of time and one-half. Double time shall be paid for work performed on Sundays.

TRAVELLING TIME AND BOARD ALLOWANCE:

a) Travel expenses shall be paid to all Employees at the rate of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, when supplying their own transportation where travel expense is applicable.

ZONE #1:

Zone number one shall be that area having a radius of forty-eight (48) km measured from the intersection of highways two and four Dundas and Richmond Streets in-the City of London

All Employees working in Zone Number One shall supply their own transportation to and from the project or work site. Regular working hours shall apply. Thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, shall be paid to employees when directed or transferred from job to job or shop to job or to shop in Zone Number One after the initial trip.

APPENDIX "K"

LOCAL 504 — SAULT STE. MARIE, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	20.75	20.24	19.74	15.05	14.92
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.23	2.02	1.97	1.50	1.49
OSM Conf.	.10	.10	.10	.10	.10
Welfare	1.40	1.40	1.40	1.40	—
8 Sub Total	25.98	23.76	23.21	18.05	16.51
OIRCA	.09	.09	~.09	~.09	.09
Total	26.07	23.85	23.30	18.14	16.60
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

VACTION PAY — METHOD OF PAYMENT:

Such payment shall include pay for vacation and holidays at least on a quarterly basis on the nearest pay day to March 31, June 30, September 30 and December 15.

APPENDIX “B”

LOCAL 30 — TORONTO, ONTARIO

HOURS OF WORK:

Regular Work Days — The regular work day shall be eight (8) hours between 8:00 a.m. and 4:30 p.m.

Regular Work Week — The regular work week shall be five (5) days, Monday through Friday, inclusive.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

When it is agreed that hours are to be worked on regular work days outside of the hours between 8:00 a.m. and 4:30 p.m. all hours in excess of forty (40) will be overtime hours and will be paid for at the overtime rates.

Wages for overtime hours of work within the territorial jurisdiction of the Union shall be paid at double the regular hourly rate.

Reroofing work on Saturdays is to be paid at time and one-half the hourly rate.

SHIFT WORK:

On jobs of a special nature where work must be done during other than regular hours or in other special cases, a night shift may be worked provided that it is continued for not less than three (3) consecutive working days.

Wages for hours worked on shift work within the territorial jurisdiction of the Union -Work on the second shift shall be paid for at the rate of seven and one-half (7½) hours work for eight (8) hours' pay. If a third shift is required it shall be arranged through consultation with the Union Business Representative.

TRAVELLING AND BOARD ALLOWANCE:

a) Zones: When employed on a job, the amount of travelling expense payments will be governed by the distance of the job-site from the Toronto City Hall.

Using the Toronto City Hall as swing point, five (5) concentric circles are swung.

The first circle is swung with an eight (8) km radius. The area circumscribed will be the first zone and work within this area will entail no travelling allowance.

The second zone includes only the Toronto Island and for work in this area an allowance of four dollars and thirty-seven cents (\$4.37) effective May 1, 1990, and four dollars

APPENDIX "C"

LOCAL 47 — OTTAWA, ONTARIO

HOURS OF WORK

Forty-two (42) hours scheduled Monday to Friday shall constitute a work week.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

All work in excess of forty-two (42) hours in any one (1) week shall be paid at the rate of one and one-half times (1-1/2) the regular hourly wage of the employee concerned. Where normal conditions prevail, the Employer shall not take discriminatory action against an Employee who refuses to work overtime.

All work performed on Saturdays shall be paid at time and one-half (1-1/2) the regular hourly wages of the employee concerned.

All work performed on Sundays shall be paid at the rate of double the regular hourly wages of the employee concerned.

TRAVEL AND BOARD ALLOWANCE:

a) When Employees are required to work on projects located beyond a zone bounded by South March, Stittsville, Manotick, South Gloucester, Carlsbad Springs and Orleans and when employees are required to travel to such projects from zone boundary the appointed car operator shall be paid an allowance of thirty cents (\$0.30) per km effective May 1, 1990, and thirty-five cents (\$0.35) per km effective May 1, 1991, both ways, by the most direct automobile route from the zone to the project.

b) Employees who are requested by the Company to relocate temporarily shall have transportation paid once each way. Actual time spent travelling shall be paid at the regular rate up to a maximum of eight (8) hours in any one (1) day. Board and lodging to be paid to the Employee at the rate of forty-five dollars (\$45.00) per calendar day. Effective May 1, 1991, board allowance will be fifty (\$50.00) dollars per calendar day paid to the employee.

Daily travelling outside the free-zone boundary to and from the job site will be paid at the regular hourly rate but not to exceed the daily board allowance of forty-five dollars (\$45.00) per calendar day. Effective May 1, 1991, fifty (\$50.00) dollars per calendar day.

APPENDIX "J"
LOCAL 504 — SUDBURY, ONTARIO

HOURS OF WORK:

The regular work day shall be eight (8) hours between 8:00 a.m. and 5:00 p.m. The regular work week shall be five (5) days, Monday until Friday inclusive.

OVERTIME:

Double time rates shall be paid for work performed on the holidays stipulated in Article 13.

When it is agreed that hours are to be worked outside of the regular work hours and/or regular days, unless they qualify as shift work, such hours shall be overtime hours.

All Saturdays and Sundays shall be recognized as Holidays as well the legal and/or declared holidays stipulated in Article 13 of the Provincial Agreement.

Wages for overtime hours of work within the territorial jurisdiction of the Union shall be paid at double the regular shift.

SHIFT WORK:

On jobs of a special nature where work must be done during other than regular hours or in other special cases, a night shift may be worked provided that it is continued for not less than three (3) consecutive working days.

Wages for hours worked on shift work within the Territorial Jurisdiction of Union — Work on the second shift shall be paid at the rate of seven and one-half (7-1/2) hours' pay. If a third shift is required, it shall be arranged through consultation with the Union Business Representative.

TRAVELLING TIME AND BOARD ALLOWANCE:

a) When employed on a job, the amount of travelling expense payments will be governed by the distance that the job site is from the Sudbury City Hall.

The area between a twenty-four and a thirty-two km radius and for work within this area a travelling allowance of six dollars and ninety-one cents (\$6.91) effective May 1, 1990, and seven dollars and sixty cents (\$7.60) effective May 1, 1991, per day per man shall be paid.

The area between a thirty-two and forty (32 and 40) km radius and for work within this area a travelling allowance of eight dollars and seventeen cents (\$8.17)

APPENDIX "H"

LOCAL 397 — THUNDER BAY, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofer)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand Jr. Prob.)
May 1/91					
Basic Rate	21.38	20.91	20.25	15.74	13.91
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.33	2.14	2.07	1.62	1.44
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.55	.55	.55	.55	.55
Pension	1.70	1.70	1.70	1.70	1.70
Sub Total	27.52	25.35	24.62	19.66	17.65
OIRCA	~.09	~.09	.09	~.09	.09
Total	27.61	25.44	24.71	19.75	17.74
Foreman's Premium — \$1.50 (calculated in above rates)					
Pitch Premium — \$2.00					

APPENDIX "I"

LOCAL 473 — LONDON, ONTARIO

	#1 (Foreman)	#2 (Potman & Roofers)	#3 (Material Handler)	#4 (Mat. Hand. Sr. Prob.)	#5 (Mat. Hand. Jr. Prob.)
May 1/91					
Basic Rate	23.25	22.76	21.56	17.05	15.21
Foreman Prem	1.50	—	—	—	—
Vac. Pay	2.48	2.27	2.15	1.70	1.53
OSM Conf.	.10	.10	.10	.10	.10
Welfare	.70	.70	.70	.70	.70
UPF	.15	.15	.15	.15	.15
Sub Total	28.18	25.98	24.66	19.70	17.69
OIRCA	.09	.09	.09	.09	.09
Total	28.27	26.07	24.75	19.79	17.78

Foreman's Premium — \$1.50 (calculated in above rates)

Pitch Premium — \$2.00 (effective May 15, 1990)

VACATION PAY — METHOD OF PAYMENT:

Vacation Pay and Statutory (Legal) Holiday Pay shall be paid to all Employees monthly along with the last regular pay of each month by separate cheque. Where an Employer pays wages by cash, the Vacation pay and Statutory (Legal) Holiday Pay would be paid by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

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