

**PROVINCIAL
COLLECTIVE
AGREEMENT**

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

and

**ONTARIO SHEET METALWORKERS
& ROOFERS' CONFERENCE**

of the

**SHEET METALWORKERS'
INTERNATIONAL ASSOCIATION**

on behalf of

**THE FOLLOWING AFFILIATED
BARGAINING AGENTS
30, 47, 235, 269, 397, 473, 504, 537, 539, 562
AND
SHEET METALWORKERS INTERNATIONAL
ASSOCIATION**

May 1, 2007 - April 30, 2010



02760 (10)

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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 AND
WATERPROOFING SECTION OF THE
ONTARIO SHEET METAL WORKERS'
& ROOFERS CONFERENCE OF THE
SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
ON BEHALF OF THE FOLLOWING
AFFILIATED BARGAINING AGENTS:

(A) Local Unions 30, 47, 235, 269, 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) "Association" - means the Labour Relations Section of the Ontario Industrial Roofing Contractors' Association and any successor or assignee.
- b) "Board" - means the Joint Conference Boards described in Article 35 herein.
- c) "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.
- d) "Employee" - means a Journeyman Roofer or Assistant Roofers 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" - is a journeyman 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 roofing of a quality that will comply with the most rigid specification.
- g) "Gender" - in this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine or feminine.
- h) "Holidays" - means those days listed in Article 13.

- i) "Journeyman Roofer" - is one who has the knowledge required to perform most of the operations required to apply roofing and with a minimum of instructions from the Foreman can perform or assist in the performance of all the operations. It is also one who has been grandfathered to the classification of journeyman through the Apprenticeship Program and/or has successfully completed the Apprenticeship Program.
- j) "Member" - means Journeyman Roofer, Roofer Assistant or other Roofing Personnel recognized by the Union and employed or eligible to be employed by an Employer.
- k) "Pre-Apprentice" - is one who will work at the direction of a Material Handler and will perform work of a labourer supplying materials to be laid in a roof system by more experienced Roofing Personnel. In the event of a reduction in Roofing personnel, pre-apprentices will be released before apprentices in order of seniority.
- l) "Red Circling" - a person presently in the Roofing industry recognized by the Local Union will be red circled at his present rate and will receive all applicable increases. There will be company-wide and industry-wide seniority on hiring and lay-off.
- m) "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 Journeyman 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. A Roofer #3 Material Handler is a roofer who has opted to remain in this category and does not wish to progress through the Apprenticeship Program. He shall receive all negotiated wage increases. This category is red circled.
- n) "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 and removal of roofing, re-roofing, damproofing and waterproofing on any and all types of structure with materials of the following description when used for roofing re-roofing or in a roofing system, waterproofing and damproofing.

- 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 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, waterproofing and/or weatherproofing regardless of location in building system or method of application and all laying of tile, brick, wood block, mas-

tic 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.
- f) Any and all materials used in connection with the Environmentally Friendly Green Roofing System, including roofing, damp proofing, waterproofing and weather proofing regardless of location.

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 un-

less 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:

All overtime must be by mutual consent between the union and the employer. Members will be required to have an overtime permit number issued by the **Local Union office**. Consent will not be unreasonably withheld.

12. WORK BREAKS:

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 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:

Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Family 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.

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.

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.
- d) Stand-By Time - Employees will receive a minimum of two (2) hours pay plus applicable board daily when employed on out of town jobs, but are unable to work due to weather or any conditions beyond their control, provided they report to the jobsite.

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. If an employee does not receive his pay by Thursday, he shall **be** given one (1) hour paid leave on Friday to cash his cheque.

Wages may be paid by electronic transfer on Thursday each week. Where the electronic payment is not received by Thursday, a two-hour total wage package penalty per working day shall apply and continue thereafter until the electronic deposit has been made. The penalty shall not be applicable in circumstances beyond the employers' control.

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.

Payroll week be standardized to coincide with the time lines of the Employment Insurance work week (from Sunday to Saturday).

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 workers requested by the Employer, then the Employer may secure, from other sources, any additional workers and they shall be paid at the Pre-Apprentice wage rate.

As permitted in s. 163.5(7) of the *Labour Relations*

Act, S.O. 1995, c.1 as amended by **Bill 69**, the Ontario Sheet Metal Workers' and Roofers' Conference, Sheet Metal Workers' International Association and the Labour Relations Section of the Ontario Industrial Roofing Contractors' Association agree that an Employer bound to the collective agreement may not make the election under s. 163.5(1) of the **Labour Relations Act, S.O. 1995, c.1** as amended by **Bill 69**.

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 a journeyman 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 roofing of a quality that will comply with the most rigid specifications.

ROOFER #2. JOURNEYMAN ROOFER - is one who has the knowledge required to perform most of the operations required to apply roofing and with a minimum of instructions from the Foreman can perform or assist in the performance of all the operations. Is also one who has been grandfathered to the classification of journeyman through the Apprenticeship Program and/or has successfully completed the Apprenticeship Program.

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 Journeyman 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. A Roofer #3 Material Handler is a roofer who has opted to remain in this category and does not wish to progress through the Apprenticeship Program. He shall receive all negotiated wage increases. This category is red circled.

PRE-APPRENTICE - is one who will work at the direction of a Material Handler and will perform work of a labourer supplying materials to be laid in a roof system by more experienced Roofing Personnel.

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

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 progression.

APPRENTICESHIP PROGRAM:

Apprentices shall be indentured to the employer and shall continue in training with such employer as long as possible.

Apprentices should be tested at the conclusion of each school training period. Apprentices must attend in-school training when directed by the employer. The apprentice will advance to the next training period while waiting for the availability of an in-school training program. An apprentice who fails to successfully complete the in-school training program shall be held in the current training period until the employee tries again and successfully passes the test.

Within a company the apprenticeship ratio to journeyman after the first one shall be 1 apprentice to 3 journeymen. (This ratio will be reviewed prior to the end of this Collective Agreement.) The first 90 calendar days of employment shall be considered probationary and will be credited if the apprentice continues.

Crew size may consist of 3 Journeymen (which includes Journeymen Roofers, Foremen and Red Circled #3's) and 3 Apprentices.

Where there is an opening for an apprentice, a pre-apprentice shall be selected in order of seniority.

Employers must have a full quota of apprentices in order to qualify to employ a pre-apprentice:

- 1 apprentice for the first journeyman
- 1 additional apprentice for every 3 journeymen thereafter
- 1 pre-apprentice for every apprentice employed

Should the Local Union be unable to supply additional members, when after reasonable notice, forty-eight (48) hours, the Union fails to supply qualified and competent workers requested by the Employer, then the Employer may secure from other sources any additional workers and they shall be paid at the Pre-Apprentice wage rate.

For the purpose of ascertaining apprenticeship quotas, the following applies:

A Journeyman includes Foremen, Journeymen Roofers (Potmen) and Material Handlers

Current roofer classifications 4 and 5 will become apprentices at the level based on man hours worked and their wages will be red circled if more than the apprenticeship rate.

A current roofer classified at #3 may continue as a Material Handler and the position red circled if they do not wish to progress through the apprenticeship program. These employees will not be classified as apprentices.

A current roofer who is classified as a #3 Roofer and who does not wish to write an examination and has completed 5900 hours of work as a roofer, shall be grandfathered to a journeyman after an additional 2000 hours worked from the date signified by the roofer, provided he has satisfied the Local Joint Apprenticeship Committee that he is capable, qualified and competent to accept the responsibility of a journeyman.

A current roofer classified as a #2 Roofer will be granted Journeyman status at the time the Apprenticeship Program becomes operative.

When hiring or laying off apprentices, the employer shall maintain an equal distribution of apprentices and maintain the journeyman ratio as prescribed above.

Apprentices shall be laid off in indentured seniority with employer.

Red Circling - a person presently in the Roofing industry recognized by the Local Union will be red circled at his present rate and will receive all applicable increases. There will be company-wide and industry-wide seniority on hiring and lay-off.

The union and the employers agree the use of nomenclature is meant to refer to both genders.

Wages and Conditions

Period 1 (1300 hours) – 60% of the negotiated wage increase; add to sub-total; subtract applicable benefits and deductions.

Period 2 (1300 hours) – 70% of the negotiated wage increase; add to sub-total; subtract applicable benefits and deductions.

Period 3 (1300 hours) – 80% of the negotiated wage increase; add to sub-total; subtract applicable benefits and deductions.

Pre-Apprentice – 50% of the negotiated wage increase; add to sub-total; subtract applicable benefits and deductions.

Roofing Joint Apprentices Committees

The local committee shall consist of local union contractors and local union representatives of equal numbers. There will also be a provincial committee formed as above.

RATIO OF ROOFING CATEGORIES ON A PROJECT:

- a) Crew composition 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 Journeymen Roofers - 3 of Material Handlers, Apprentices, Pre-Apprentices; providing the ratio is maintained. Additions to the crew will be made at the proper ratio.

Crew composition 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, Apprentices, Pre-Apprentices may be added or deleted from the crew.

22. 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.

23. FREE ZONE: TRAVELLING AND 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.

24. 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. The premium applies for the entire work day where exposure exists. Does not apply if pitch roof system in the entire roof area has been removed and prepared for new roofing system.

FOREMAN PREMIUM:

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

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.

25. PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUNDS OF THE VARIOUS LOCAL UNIONS:

- (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 Benefit 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.

BILL 162:

Upon written request of a Local Union or the Multi-Employer Benefit Plan, the Ontario Sheet Metal Workers' Conference and the Ontario Industrial Roofing Contractors' Association agree to meet within thirty (30) days with respect to the \$0.03 Bill 162 hourly contributions required in the Wage Schedules.

Where it can be demonstrated that the \$0.03 Bill 162 hourly contribution has not, is not or will not be sufficient for the Multi-Employer Benefit Plan to meet its obligations under Section 25 of the Workplace Safety and Insurance Act, employers required to make the Bill 162 contributions shall increase those contributions to an amount sufficient to cover any existing current or future shortfall.

Any increase to the \$0.03 hourly contribution will be reviewed upon the expiry of the Collective Agreement.

- (b) **Delinquency** - The Employer payment of monies to all funds referred to in Articles 18, 25, 40 and 41 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. Withdrawal of members from employment of delinquent employers under this Article shall not be considered a violation of this Agreement, provided withdrawal is with consent of the Trustees of the Fund affected. The employer and/or associations will not make an application to the Ontario Labour Relations Board for a cease and desist order.

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)

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 EMPLOYERS 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 lay off or dismissal of the Steward, the matter shall be subject to the provision of Article 34 of the current Agreement.

The Business Representative of the Local Union shall have the right to inspect employees' pay stubs on demand.

33. HEALTH AND SAFETY REPRESENTATIVES:

The Employer acknowledges the right of the Union to appoint job Health and Safety Representatives 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 Health and Safety Representative 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 lay off or dismissal of the Health and Safety Representative, the matter shall be subject to the provision of Article 34 of the current Agreement.

If willing to work, the Health and Safety Representative will have preference to work on all overtime.

The above does not apply to Management appointed Health and Safety Representatives.

34. 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 incidence giving rise to the grievance. Any grievance filed within the prescribed time limits shall have a six month maximum limitation period for any and all claims or damage save and accept subcontracting of bargaining unit work wherein limitation shall be twelve months from when the work is completed. This limitation period shall not apply to the period from the date of filing of a grievance and/or when the grievance is finally resolved or determined at the Ontario Labour Relations Board or by arbitration. Notwithstanding the above, there shall be an 18 month maximum limitation period for any employee grievance relating to any difference in the contribution amounts reported by the employers and the contribution amounts shown on the annual plan summaries for the pension and health and welfare plans.
- 4) **Step One:**
An employee having a grievance shall first dis-

cuss 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 policy 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. The grievance will be initiated within thirty days of the Occurrence of the circumstances that have given rise to the grievance.

The Union agrees the Association is not to be a party to any individual 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.

35. 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.

36. 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 126 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.

37. 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.

38. 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 or foreman 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.

39. 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 shut-down 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.
- 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 expense.

- i) The Employer and the Local Union will be promptly notified of all accidents and fatalities that require a Workers' Compensation Board report. The Local Union will be sent a copy of Form 7 immediately.
- j) The Employer agrees to provide sanitary facilities and potable water, including ice water at roof work area, 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 meters from the perimeter of the roof,
AND
- b) Be 1.1 meters 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 meters of the edge of a roof, a guardrail that complies with Section 59 shall be provided at the edge of the roof.

40. ONTARIO INDUSTRIAL ROOFING CONTRACTORS ASSOCIATION:

It is agreed that each Employer will remit the sum of seven cents (\$0.07) for each regular and overtime hour or part thereof 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's Labour Relation Section.

41. 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 twenty-one cents (\$0.21) for each regular and overtime hours 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.

All monies deducted and received in accordance with this Article are the property of the Ontario Sheet Metal Workers' Conference, and shall be used by the Conference in its absolute discretion as directed by representatives of Locals 30, 47, 235, 269, 397, 473, 504, 537, 539 and 562.

42. 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.

43. 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 the 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:

44. 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.

45. DURATION, TERMINATION AND CONTINUATION:

This Agreement shall be in effect from May 1, 2007 until April 30, 2010 and thereafter triennially unless written notice be given 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 23rd day of May, 2007.

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

Don Marks

David Uglow

Bruce Warner

Luis Borges

John McManus

Rob Kucher

George Vassallo

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

Tim Fenton

Paul Graveline

James Jackson

Jose Manso

Paul Leger

LETTER OF UNDERSTANDING

RESOLUTION 78

As provided for in the Memorandum of Settlement dated May 23, 2007, the Ontario Industrial Roofing Contractors' Association and the Built-up Roofers', Damp & Waterproofers' Section of the Ontario Sheet Metal Workers' Conference have agreed to the following Letter of Understanding concerning Resolution 78. This Letter of Understanding forms part of the Collective Agreement between the Ontario Industrial Roofing Contractors' Association and the Built-up Roofers', Damp & Waterproofers' Section of the Ontario Sheet Metal Workers' Conference, effective from May 1, 2007, until April 30, 2010:

The Business Manager of each Local Union is authorized to use Resolution 78 as per the Constitution and Ritual of the Sheet Metal Workers' International Association.

APPENDIX "A"

Geographical Jurisdictions of Locals 30, 47, 235, 269, 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 30:

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 47:

OTTAWA, ONTARIO (including Carleton, Dundas, Glengarry, Grenville, Lanark, Nipissing (south of a line from Mattawa on the Quebec border to the northeast 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 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, Morningson, 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, McKellar, 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**, **Walpole**, **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:

BRANTFORD 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 Breach**, 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:

Up to 10 (10) hours worked shall constitute a day's work to be performed between the hours of 7:00 a.m. to 5:30 p.m., Monday to Friday with one half (½) hour for daily lunch period without pay making a total of forty-four (44) hours per week.

Should Roofers, due to weather conditions, be unable to complete a full forty-four (44) hour week during the regular work week period, Monday to Friday, inclusive, they may be allowed to complete that portion of the forty-four (44) hour week lost, on Saturday at straight time.

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

OVERTIME:

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

Overtime at time and one half (1 ½) shall be paid for work performed after forty-four (44) hours per week.

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 a shift premium of \$3.00 per hour. If a third shift is required it shall be arranged through consultation with the Union Business Representative.

PRE-APPRENTICE:

A new employee hired as a pre-apprentice shall work a maximum of 120 calendar days as a pre-apprentice, and after that 120 calendar days shall become a 1st year apprentice.

It is understood that individuals who are attending school who return to work the following summer for the same employer shall continue to be paid at the pre-apprentice rate. If the individual decides to stay beyond 120 calendar days he or she shall be paid as an apprentice with credit for all hours worked after the first 120 calendar days.

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 a swing point, five (5) concentric circles are swung.

The first circle is swung with a twenty (20) 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 eight dollars (\$8.00) per day per man shall be paid.

The third zone is the area between a twenty and a fifty km radius and for work within this area an allowance of ten dollars (\$10.00) per man per day shall be paid. Effective May 1, 2008, the allowance shall be twelve dollars (\$12.00) per man per day, and effective May 1, 2009, the allowance shall be fourteen dollars (\$14.00) per man per day.

The fourth zone is the area between a fifty and an eighty km radius and for work within this area a travelling allowance of sixteen dollars (\$16.00) per man per day shall be paid. Effective May 1, 2008, the allowance shall be eighteen dollars (\$18.00) per man per day, and effective May 1, 2009, the allowance shall be twenty dollars (\$20.00) per man per day.

The fifth zone will be the area between an eighty

and a ninety-five km radius, including the town of **Barrie**, and for work within this area a travelling allowance of twenty-eight dollars (\$28.00) per man per day shall be paid. Effective May 1, 2008, the allowance shall be thirty-four dollars (\$34.00) per man per day, and effective May 1, 2009, the allowance shall be thirty-eight dollars (\$38.00) per man per day.

A cut-off line shall be created as per current zone map- Burlington-Hamilton- otherwise over Lake Ontario.

- b) Beyond 95 km -When employed on a project that is beyond ninety-five (95) 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 1/07	May 1/08	May 1/09
For 1 Day	85.00	90.00	100.00
For 2 Days	170.00	180.00	200.00
For 3 Days	255.00	270.00	300.00
For 4 Days	340.00	360.00	400.00
For 5 Days	425.00	450.00	500.00
For 6 Days	510.00	540.00	600.00
For 7 Days	595.00	630.00	700.00

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 eighty-five dollars (\$85.00), effective May 1, 2007, ninety dollars (\$90.00), effective May 1, 2008, one hundred dollars (\$100.00), effective May 1, 2009 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 ninety-five (95) 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. 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 (7) days per week when working beyond two hundred and forty (240) road km from Toronto.

- c) Return to Toronto - Roofing Personnel shall be paid under the same conditions and in the same amounts as in Clause "b" 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.
- d) Visits Home - Roofing Personnel shall be paid travelling expenses but not travelling time for trips home hereafter 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.

- e) Method of Travel - Employees may choose their manner of transportation but the Employer is ob-

ligated to pay only railroad costs if train service is available.

- f) 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 fortyeight (**\$0.48**) cents per km effective May 1, 2007, plus ten cents (**\$0.10**) per km per passenger, fifty (**\$0.50**) cents per km effective May 1, 2008, plus ten cents (**\$0.10**) per km per passenger and fifty-two (**\$0.52**) cents per km effective May 1, 2009, plus ten cents (**\$0.10**) per km per passenger.
- g) Discharge or Voluntary Separation while out of town - Other than under circumstances described in Clause "c" 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 Toronto.
- h) Type of Transportation - **All** transportation referred to in this Collective Agreement shall be both sheltered and insured transportation.
- i) Parking - Employees will be reimbursed for parking charges in downtown Toronto.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFITS FUND:

The Benefits outlined in Articles 40 and 41 shall be submitted in a manner agreed to between Local #30 and its signatory contractors.

APPENDIX "B"

LOCAL 30 - TORONTO, ONTARIO — APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	34.80	33.95	32.70	27.02	23.58	20.10	16.65
Foreman Prem.	4.88						
Vac. Pay	3.97	3.40	3.27	2.70	2.36	2.01	1.67
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.75	3.75	3.75	3.44	3.26	3.10	2.93
Pension	2.12	2.12	2.12	1.82	1.67	1.52	1.37
Bereavement	0.04	0.04	0.04	0.04	0.04	0.04	0.04
De Novo	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sub Total	49.78	43.48	42.10	35.24	31.13	26.99	22.88
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	49.85	43.55	42.17	35.31	31.20	27.06	22.95

Foreman's Premium - \$4.88 (calculated in above rates)

Pitch Premium - \$4.00

BEREAVEMENT FUND: The bereavement fund to be funded by four cents (\$0.04) 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, grandmother, grandfather

VACATION PAY - METHOD OF PAYMENT: To be paid weekly

UNION DUES PROMOTION FUND: The employer agrees to deduct the following amounts per hour for each hour worked from the employees wage rate as the Union Dues Promotion Fund effective May 1, 2007 - 1.67% of sub total

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162

†Red Circled

APPENDIX "B"

LOCAL 30 -TORONTO, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	35.41	34.56	33.31	27.50	24.01	20.46	16.95
Foreman Prem.	4.88						
Vac. Pay	4.03	3.46	3.33	2.75	2.40	2.05	1.70
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	4.08	4.08	4.08	3.71	3.49	3.30	3.10
Pension	2.79	2.79	2.79	2.36	2.14	1.92	1.71
Bereavement	0.04	0.04	0.04	0.04	0.04	0.04	0.04
De Novo	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sub Total	51.45	45.15	43.77	36.58	32.30	27.99	23.72
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	51.52	45.22	43.84	36.65	32.37	28.06	23.79

Foreman's Premium. \$4.88 (calculated in above rates)

Pitch Premium- \$4.00

BEREAVEMENT FUND: The bereavement fund to be funded by four cents (\$0.04) 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, grand-mother, grandfather.

VACATION PAY - METHOD OF PAYMENT To be paid weekly.

UNION DUES PROMOTION FUND: The employer agrees to deduct the following amounts per hour for each hour worked from the employee's wage rate as the Union Dues Promotion Fund effective May 1, 2007 - 1.67% of sub total.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "B"

LOCAL 30 -TORONTO, ONTARIO
— APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	36.02	35.17	33.92	27.98	24.44	20.83	17.25
Foreman Prem.	4.88						
Vac. Pay	4.09	3.52	3.39	2.80	2.44	2.08	1.73
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	4.41	4.41	4.41	3.98	3.72	3.50	3.27
Pension	3.46	3.46	3.46	2.90	2.61	2.32	2.05
Bereavement	0.04	0.04	0.04	0.04	0.04	0.04	0.04
De Novo	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sub Total	53.12	46.82	45.44	37.92	33.47	28.99	24.56
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	53.19	46.89	45.51	37.99	33.54	29.06	24.63

Foreman's Premium. \$4.88 (calculated in above rates)

Pitch Premium. \$4.00

BEREAVEMENT FUND: The bereavement fund to be funded by four cents (~~\$0.04~~) 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, grandmother, grandfather.

VACATION PAY - METHOD OF PAYMENT To be paid weekly.

UNION DUES PROMOTION FUND: The employer agrees to deduct the following amounts per hour for each hour worked from the employee's wage rate as the Union Dues Promotion Fund effective May 1, 2007 - 1.67% of sub total.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "C"

LOCAL 47 - OTTAWA, ONTARIO

HOURS OF WORK

Forty-four (44) hours scheduled Monday to Friday shall constitute a work week.

This clause will 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.

OVERTIME:

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

All work in excess of forty-four (44) 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:

Inner Free Zone 1: (as defined by the concentric circle for this area)

When employees are required to work in the inner free zone circle such as Kanata, Stittsville, Manotick, Carlsbad Springs, Orleans, Carleton Place, Rockland, will not be remunerated for travel or board.

Zone 2: (as defined by the concentric circle for this area)

When employees are required to work beyond zone 1 and up to and including Arnprior, Kemptonville, Chesterville, Casselman, employees shall be remunerated at a flat rate of fifteen dollars and thirty cents (\$15.30) effective May 1, 2007, fifteen dollars and sixty-one cents (\$15.61) effective May 1, 2008 and fifteen dollars and ninety-two cents (\$15.92) effective May 1, 2009 per day for each day worked.

Zone 3: (as defined by the concentric circle for this area)

When employees are required to work beyond zone 2 up to and including Renfrew, Perth, Prescott, Morrisburg, Maxville, Alfred, employees shall be remunerated at forty dollars and eighty cents (\$40.80) effective May 1, 2007, forty-one dollars and sixty-two cents (\$41.62) effective May 1, 2008 and forty-two dollars and forty-five cents (\$42.45) effective May 1, 2009, per day room and board for each day reported for work and shall further be remunerated for travel and time for the first trip up and the last trip back. (All calculations of travel and time shall be calculated from the outer boundaries of zone 1 by the most direct automobile route from this zone to the project.)

Work Beyond Zone 3:

When employees are required to work beyond zone 3, employees shall be remunerated at sixty-six dollars and thirty cents (\$66.30) effective May 1, 2007, sixty-seven dollars and sixty-three cents (\$67.63) effective May 1, 2008 and sixty-eight dollars and ninety-eight cents (\$68.98) effective May 1, 2009, room and board for each day reported for work and shall further be remunerated for time and travel for the first trip up and the last trip back. (All calculations of travel and time shall be calculated from the outer boundaries of zone 1 by the most direct automobile route from this zone to the project.)

Travel allowance shall be calculated and paid at forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008 and forty-nine cents (\$0.49) per km effective May 1, 2009. Travel time within Local Union 47's jurisdiction shall be paid for at the rate of straight time even if the total hours worked that week exceed the normal working hours per week as per Appendix "C".

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUNDS:

The Benefits outlined in Articles 40 and 41 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 seventy-three cents (\$0.73) effective May 1, 2007, seventy-five cents (\$0.75) effective May 1, 2008 and seventy-six cents (\$0.76) effective May 1, 2009 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 seventy-three cents (\$0.73) effective May 1, 2007, seventy-five cents (\$0.75) effective May 1, 2008 and seventy-six cents (\$0.76) effective May 1, 2009 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 been 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 the 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 have been formerly contributed. Information on contribution forms may be obtained from the Business Office of Local 47 upon request.

ROOFER TRAINING FUND

Each employer will contribute to the Local 47 Apprenticeship and Journeyman Training Fund the amount set out in the applicable Wage Schedules for each hour worked by each employee and will remit the said amount to the Joint Trustees or the Administrator as established under the Declaration of Trust Agreement.

The Local Union and the Local Trade Association shall maintain a "Committee of Trustees" to administer the said Local Union 47 Training Fund and such committee shall consist of not less than three trustees appointed or elected by each of the parties.

The Trust Agreement shall establish among other things the duties and responsibilities of the trustees.

In the event that this Training Fund is discontinued for any reason whatsoever, half of the hourly contributions herein agreed will become part of the hourly

wages of the employee on whose behalf they have been formerly contributed.

It is agreed that the employer **will** contribute \$0.05 per hour and the employee **will** contribute \$0.05 per hour from the employee wage package.

APPENDIX "C"

LOCAL 47 - OTTAWA, ONTARIO
— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.
Basic Rate	25.82	25.60	24.73	20.35	17.75	15.10
Foreman Prem.	4.25					
Vac. Pay	3.01	2.56	2.47	2.04	1.77	1.51
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.39	2.39	2.39	2.39	2.35	2.35
Pension	5.21	5.21	5.21	4.42	4.06	3.66
UDPF	0.73	0.73	0.73	0.73	0.73	0.73
Training	0.10	0.10	0.10	0.10	0.10	0.10
Sub Total	41.72	36.80	35.84	30.24	26.97	23.66
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07
Total	41.79	36.87	35.91	30.31	27.04	23.73

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

BEREAVEMENT FUND: This fund will apply upon verification by the union to the immediate family, i.e. wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather. The amount of payment shall be determined by the Executive Board of Local Union 47.

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "C"

**LOCAL 47 - OTTAWA, ONTARIO
— APPRENTICES —**

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.
Basic Rate	27.17	26.95	26.07	21.43	18.68	15.90
Foreman Prem.	4.25					
Vac. Pay	3.14	2.69	2.61	2.14	1.87	1.59
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.39	2.39	2.39	2.39	2.35	2.35
Pension	5.21	5.21	5.21	4.42	4.06	3.66
UDPF	0.75	0.75	0.75	0.75	0.75	0.75
Training	0.10	0.10	0.10	0.10	0.10	0.10
Sub Total	43.22	38.30	37.34	31.44	28.02	24.56
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.29	38.37	37.41	31.51	28.09	24.63

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

BEREAVEMENT FUND: This fund will apply upon verification by the union to the immediate family, i.e. wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather. The amount of payment shall be determined by the Executive Board of Local Union 47.

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "C"

LOCAL 47 - OTTAWA, ONTARIO
— APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.
Basic Rate	28.61	28.39	27.52	22.58	19.69	16.76
Foreman Prem.	4.25					
Vac. Pay	3.29	2.84	2.75	2.26	1.97	1.68
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.39	2.39	2.39	2.39	2.35	2.35
Pension	5.56	5.56	5.56	4.70	4.31	3.87
UDPF	0.76	0.76	0.76	0.76	0.76	0.76
Training	0.10	0.10	0.10	0.10	0.10	0.10
Sub Total	45.17	40.25	39.29	33.00	29.39	25.73
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.24	40.32	39.36	33.07	29.46	25.80

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

RENEWAL FUND: This fund will apply upon verification by the union to the immediate family, i.e. wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather. The amount of payment shall be determined by the Executive Board of Local Union 47.

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.
*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "C"
May 25, 2007

LOCAL 47 - OTTAWA, ONTARIO
PRE-APPRENTICE WAGE SCHEDULE

Hours	Basic Rate	Vac. Pay	OSM UDPF	H & W	Pension	UDPF	Training	Sub-Total	OIRCA	Total
0-299	10.98	1.10	0.21	--	--	0.73	0.10	13.12	0.07	13.19
300-599	11.48	1.15	0.21	--	--	0.73	0.10	13.67	0.07	13.74
600-899	11.98	1.20	0.21	--	--	0.73	0.10	14.22	0.07	14.29
900-1199	12.48	1.25	0.21	--	--	0.73	0.10	14.77	0.07	14.84
1200-1499	12.98	1.30	0.21	1.30	0.50	0.73	0.10	17.12	0.07	17.19
1500-1799	13.48	1.35	0.21	1.30	0.50	0.73	0.10	17.67	0.07	17.74
1800-2099	13.98	1.40	0.21	1.30	0.50	0.73	0.10	18.22	0.07	18.29
2100-2399	14.48	1.45	0.21	1.30	0.50	0.73	0.10	18.77	0.07	18.84
2400-2699	14.98	1.50	0.21	1.30	1.00	0.73	0.10	19.82	0.07	19.89
2700-2999	15.48	1.55	0.21	1.30	1.00	0.73	0.10	20.37	0.07	20.44

Note: Apprentice program applies after 2999 hours.

Future negotiated wage increases for Pre-Apprentices will be limited to 30% of a Journeyman's increase.

RED CIRCLE. Workers who are red circled guarantee that if they are presently making more than the chart allows for, they will be held at their present rate until such time as their hours catch up to their category on the chart, and then they will follow the regular progression.

All existing Pre-Apprentices that are presently being paid lower than the chart (based on hours worked) will immediately advance to the category which reflects hours worked.

APPENDIX "C"
May 1, 2008

LOCAL 47 - OTTAWA, ONTARIO
PRE-APPRENTICE WAGE SCHEDULE

Hours	Basic Rate	Vac. Pay	OSM UDPF	H & W	Pension	UDPF	Training	Sub-Total	OIRCA	Total
0-299	11.31	1.13	0.21	--	--	0.75	0.10	13.50	0.07	13.57
300-599	11.81	1.18	0.21	--	--	0.75	0.10	14.05	0.07	14.12
600-899	12.31	1.23	0.21	--	--	0.75	0.10	14.60	0.07	14.67
900-1199	12.81	1.28	0.21	--	--	0.75	0.10	15.15	0.07	15.22
1200-1499	13.25	1.33	0.21	1.30	0.56	0.75	0.10	17.50	0.07	17.57
1500-1799	13.75	1.38	0.21	1.30	0.56	0.75	0.10	18.05	0.07	18.12
1800-2099	14.25	1.43	0.21	1.30	0.56	0.75	0.10	18.60	0.07	18.67
2100-2399	14.75	1.48	0.21	1.30	0.56	0.75	0.10	19.15	0.07	19.22
2400-2699	15.25	1.53	0.21	1.30	1.06	0.75	0.10	20.20	0.07	20.27
2700-2999	15.62	1.56	0.21	1.45	1.06	0.75	0.10	20.75	0.07	20.82

Note: Apprentice program applies after 2999 hours.

Future negotiated wage increases for **Pre-Apprentices** will be limited to 30% of a Journeyman's increase.

RED CIRCLE. Workers who are red circled guarantee that if they are presently making more than the chart allows for, they will **be** held at their present rate until such time as their hours catch up to their category on the chart, and then they will follow the regular progression.

All existing **Pre-Apprentices** that are presently being paid **lower** than the chart (based on hours worked) will immediately advance to the category which reflects hours worked.

APPENDIX "C"
May 1, 2009

LOCAL 47 - OTTAWA, ONTARIO
PRE-APPRENTICE WAGE SCHEDULE

Hours	Basic Rate	Vac. Pay	OSM UDPF	H & W	Pension	UDPF	Training	Sub-Total	OIRCA	Total
0-299	11.70	1.17	0.21	--	--	0.76	0.10	13.94	0.07	14.01
300-599	12.20	1.22	0.21	--	--	0.76	0.10	14.49	0.07	14.56
600-899	12.70	1.27	0.21	--	--	0.76	0.10	15.04	0.07	15.11
900-1199	13.20	1.32	0.21	--	--	0.76	0.10	15.59	0.07	15.66
1200-1499	13.45	1.34	0.21	1.45	0.63	0.76	0.10	17.94	0.07	18.01
1500-1799	13.95	1.39	0.21	1.45	0.63	0.76	0.10	18.49	0.07	18.56
1800-2099	14.45	1.44	0.21	1.45	0.63	0.76	0.10	19.04	0.07	19.11
2100-2399	14.95	1.49	0.21	1.45	0.63	0.76	0.10	19.59	0.07	19.66
2400-2699	15.45	1.54	0.21	1.45	1.13	0.76	0.10	20.64	0.07	20.71
2700-2999	15.95	1.59	0.21	1.45	1.13	0.76	0.10	21.19	0.07	21.26

Note: Apprentice program applies after 2999 hours.

Future negotiated wage increases for **Pre-Apprentices** will be limited to 30% of a Journeyman's increase.

RED CIRCLE -Workers who are red circled guarantee that if they are presently making more than the chart allows for, they will be held at their present rate until such time as their hours catch up to their category on the chart, and then they will follow the regular progression.

All existing **Pre-Apprentices** that are presently being paid lower than the chart (based on hours worked) will immediately advance to the category which reflects hours worked.

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.

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.

TRAVEL 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 forty-four cents (\$0.44) per km effective May 1, 2007, forty-five cents (\$0.45) per km effective May 1, 2008 and forty-six cents (\$0.46) per km effective May 1, 2009 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 forty-four cents (\$0.44) per km effective May 1, 2007, forty-five cents (\$0.45) per km effective May 1, 2008 and forty-six cents (\$0.46) per km effective May 1, 2009 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 ~~seventy-one~~ seventy-one dollars and forty cents (\$71.40) effective May 1, 2007, seventy-two dollars and eighty-three cents (\$72.83) effective May 1, 2008 and seventy-four dollars and twenty-nine cents (\$74.29) effective May 1, 2009 per day as expenditures for board and lodging for each day they remain outside said County.

f) Employees in receipt of Board Allowance shall be paid this allowance for any Holiday, provided that such Employees 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 Articles 40 and 41 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 24.

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.

UNION DUES PROMOTION FUND:

Each employer agrees to pay for each hour or part thereof worked by all employees covered by this Agreement the amount set out in the applicable Wage Schedule and further agrees to remit said amount to the Administrator of **Local Union 235 Trust Funds** in the same manner as provided for in Clause 25.

The Administrator shall forward immediately the Union Dues Promotion Fund to Local Union 235.

The Local Union shall administer this fund and shall supply the necessary forms to be completed and forwarded to the Administrator by the employer.

Without limiting the generality of the term "Promotion", and without limiting the terms of the said fund, the purpose and intent of this fund shall be to make any and all expenditures necessary to assist members and to promote the Union.

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO
— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.13	28.56	24.70	22.49	19.45	16.41	13.38
Foreman Prem.	4.25						
Vac. Pay	3.34	2.86	2.47	2.25	1.95	1.64	1.34
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.13	3.13	3.13	3.13	3.13	3.13	3.13
Pension	2.70	2.70	2.70	2.51	2.42	2.32	2.23
UDPF	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Sub Total	43.16	37.86	33.61	30.99	27.56	24.11	20.69
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.23	37.93	33.68	31.06	27.63	24.18	20.76

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 an 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.

*includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO
— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.95	29.38	25.52	23.12	19.99	16.85	13.73
Foreman Prem.	4.25						
Vac. Pay	3.42	2.94	2.55	2.31		1.68	1.37
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.28	3.28	3.28	3.28	3.28	3.28	3.28
Pension	2.90	2.90	2.90	2.67	2.56	2.44	2.33
UDPF	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Sub Total	44.41	39.11	34.86	31.99	28.44	24.86	21.32
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.48	39.18	34.93	32.06	28.51	24.93	21.39

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 an 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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO
— APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.95	30.38	26.52	23.89	20.65	17.39	14.16
Foreman Prem.	4.25						
Vac. Pay	3.52	3.04	2.65	2.39	2.07	1.74	1.42
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.43	3.43	3.43	3.43	3.43	3.43	3.43
Pension	3.10	3.10	3.10	2.83	2.70	2.56	2.43
UDPF	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Sub Total	45.86	40.56	36.31	33.15	29.46	25.73	22.05
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.93	40.63	36.38	33.22	29.53	25.80	22.12

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 an 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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

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:

Forty-seventcents (\$0.47) per km, effective May 1, 2007, forty-eight cents (\$0.48) per km, effective May 1, 2008 and forty-nine cents (\$0.49) per km, effective May 1, 2009 to and from the job site, 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:
- Seventy-three dollars and forty-four cents (\$73.44) per day, effective May 1, 2007
 - Seventy-four dollars and ninety-one cents (\$74.91) per day, effective May 1, 2008
 - Seventy-six dollars and forty-one cents (\$76.41) per day, effective May 1, 2009

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

The benefits outlined in Articles 40 and 41 shall be submitted in a manner agreed to between Local 269 and its signatory contractors.

APPENDIX "E"

LOCAL 269 - BELLEVILLE, ONTARIO

— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.08	28.89	27.19	22.12	18.75	15.35	11.98
Foreman Prem.	4.25						
Vac. Pay	3.33	2.89	2.72	2.21	1.88	1.54	1.20
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension"	5.48	5.48	5.48	5.48	5.48	5.48	5.48
Sub Total	42.35	37.47	35.60	30.02	26.32	22.58	18.87
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.42	37.54	35.67	30.09	26.39	22.65	18.94

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "E"

LOCAL 269 - BELLEVILLE, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.21	30.03	28.33	23.03	19.55	16.04	12.55
Foreman Prem.	4.25						
Vac. Pay	3.45	3.00	2.83	2.30	1.96	1.60	1.26
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension*	5.48	5.48	5.48	5.48	5.48	5.48	5.48
Sub Total	43.60	38.72	36.85	31.02	27.20	23.33	19.50
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.67	38.79	36.92	31.09	27.27	23.40	19.57

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "E"

**LOCAL 269 - BELLEVILLE, ONTARIO
— APPRENTICES —**

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	31.53	31.35	29.65	24.08	20.48	16.83	13.22
Foreman Prem.	4.25						
Vac. Pay	3.58	3.13	2.96	2.41	2.05	1.68	1.32
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension"	5.48	5.48	5.48	5.48	5.48	5.48	5.48
Sub Total	45.05	40.17	38.30	32.18	28.22	24.20	20.23
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.12	40.24	38.37	32.25	28.29	24.27	20.30

Foreman's Premium. \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "F"

LOCAL 269 - KINGSTON, ONTARIO

HOURS OF WORK:

Eight (8) hours on the job shall constitute a day's work. Starting and quitting times may be amended on mutual consent of the Business Manager and the Employer. Five (5) days shall constitute a week's work, Monday to Friday inclusive.

OVERTIME:

Doubletime 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 twenty-five (25) 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 - Forty-seven cents (\$0.47) per km to a maximum of seventy-two dollars and forty-two cents (\$72.42) per day effective May 1, 2007; forty-eight cents (\$0.48) per km to a maximum of seventy-three dollars and eighty-seven cents (\$73.87) per day effective May 1, 2008; and forty-nine cents (\$0.49) per km to a

maximum of seventy-five dollars and thirty-five cents (\$75.35) per day, effective May 1, 2009.

- c) If a Statutory Holiday occurs during the period of their absence, the Board Allowance of **seventy-two** dollars and forty-two cents (\$72.42) per day effective May 1, 2007, seventy-three dollars and eighty-seven cents (\$73.87) per day effective May 1, 2008 and seventy-five dollars and **thirty-five** cents (\$75.35) per day, effective May 1, 2009, referred to above will be paid, provided the Employee works the working day previous to and following the Statutory Holiday.
- 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 FUNDS, LOCAL 269

The benefits outlined in Articles 40 and 41 shall be submitted in a manner agreed to between Local 269 and its signatory contractors.

APPENDIX "F"

**LOCAL 269 - KINGSTON, ONTARIO
— APPRENTICES —**

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.00	28.91	27.35	22.14	18.76	15.36	11.99
Foreman Prem.	4.25						
Vac. Pay	3.32	2.89	2.73	2.21	1.88	1.54	1.20
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension*	5.48	5.48	5.48	5.48	5.48	5.48	5.48
Sub Total	42.26	37.49	35.77	30.04	26.33	22.59	18.88
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.33	37.56	35.84	30.11	26.40	22.66	18.95

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "F"

LOCAL 269 - KINGSTON, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.13	30.05	28.48	23.05	19.56	16.05	12.56
Foreman Prem.	4.25						
Vac. Pay	3.44	3.00	2.85	2.30	1.96	1.60	1.26
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension*	5.48	5.48	5.48	5.48	5.48	5.48	5.48
Sub Total	43.51	38.74	37.02	31.04	27.21	23.34	19.51
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.58	38.81	37.09	31.11	27.28	23.41	19.58

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "F"

LOCAL 269 - KINGSTON, ONTARIO — APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	31.45	31.36	29.80	24.10	20.49	16.84	13.23
Foreman Prem.	4.25						
Vac. Pay	3.57	3.14	2.98	2.41	2.05	1.68	1.32
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension"	5.48	5.48	5.48	5.48	5.48	5.48	5.48
Sub Total	44.96	40.19	38.47	32.20	28.23	24.21	20.24
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.03	40.26	38.54	32.27	28.30	24.28	20.31

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

"Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162

†Red Circled

APPENDIX "G"

LOCAL 30 - 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:

Doubletime 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 job site at starting time and from shop or job site 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 job site 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 job site at the beginning of employment and from the job site 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 nineteen dollars and thirty-eight cents (\$19.38) effective May 1, 2007, nineteen dollars and seventy-seven cents (\$19.77) effective May 1, 2008 and twenty dollars and seventeen cents (\$20.17) effective May 1, 2009 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 expense at the rate of forty-seven cents (\$0.47) per km, effective May 1, 2007, forty-eight cents (\$0.48) per km, effective May 1, 2008 and forty-nine cents (\$0.49) per km, effective May 1, 2009 starting from the City limits.

PAYMENT OF EMPLOYER CONTRIBUTIONS TO THE WELFARE AND BENEFIT FUND OF LOCAL 30:

The benefits outlined in Articles 40 and 41 shall be submitted in a manner agreed to between Local 30 and its signatory contractors.

APPENDIX "G"

**LOCAL 30 - PETERBOROUGH, ONTARIO
— APPRENTICES —**

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.32	29.18	27.48	22.89	19.75	16.57	13.45
Foreman Prem.	4.25						
Vac. Pay	3.36	2.92	2.75	2.29	1.98	1.66	1.34
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.13	3.13	3.13	2.92	2.82	2.72	2.62
Pension	2.12	2.12	2.12	1.82	1.67	1.52	1.37
Bereavement	0.04	0.04	0.04	0.04	0.04	0.04	0.04
De Novo	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sub Total	42.44	37.61	35.74	30.18	26.48	22.73	19.04
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.51	37.68	35.81	30.25	26.55	22.80	19.11

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

BEREAVEMENT FUND: The bereavement fund to be funded by four cents (\$0.04) 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, grand-mother, grandfather.

VACATION PAY -METHOD OF PAYMENT To be paid weekly.

UNION DUES PROMOTION FUND: The employer agrees to deduct the following amounts per hour for each hour worked from the employee's wage rate as the Union Dues Promotion Fund effective May 1, 2007 - 1.67% of sub total.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "G"

LOCAL 30 - PETERBOROUGH, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.78	29.64	27.94	23.25	20.07	16.85	13.64
Foreman Prem.	4.25						
Vac. Pay	3.40	2.96	2.79	2.33	2.01	1.68	1.36
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.38	3.38	3.38	3.12	3.00	2.87	2.79
Pension	2.62	2.62	2.62	2.22	2.02	1.82	1.62
Bereavement	0.04	0.04	0.04	0.04	0.04	0.04	0.04
De Novo	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sub Total	43.69	38.86	36.99	31.18	27.36	23.48	19.67
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.76	38.93	37.06	31.25	27.43	23.55	19.74

Foreman's Premium. \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

BEREAVEMENT FUND: The bereavement fund to be funded by four cents (~~\$0.04~~) 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, grand-mother, grandfather.

VACATION PAY - METHOD OF PAYMENT To be paid weekly.

UNION DUES PROMOTION FUND: The employer agrees to deduct the following amounts per hour for each hour worked from the employee's wage rate as the Union Dues Promotion Fund effective May 1, 2007 - 1.67% of sub total.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "G"

LOCAL 30 - PETERBOROUGH, ONTARIO — APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.30	30.16	28.46	23.67	20.45	17.16	13.90
Foreman Prem.	4.25						
Vac. Pay	3.46	3.02	2.85	2.37	2.04	1.72	1.39
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.67	3.67	3.67	3.35	3.20	3.04	2.94
Pension	3.20	3.20	3.20	2.69	2.43	2.17	1.91
Bereavement	0.04	0.04	0.04	0.04	0.04	0.04	0.04
De Novo	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sub Total	45.14	40.31	38.44	32.34	28.38	24.35	20.40
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.21	40.38	38.51	32.41	28.45	24.42	20.47

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

BEREAVEMENT FUND: The bereavement fund to be funded by four cents (\$0.04) 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, grand-mother, grandfather.

VACATION PAY - METHOD OF PAYMENT To be paid weekly.

UNION DUES PROMOTION FUND: The employer agrees to deduct the following amounts per hour for each hour worked from the employee's wage rate as the Union Dues Promotion Fund effective May 1, 2007 - 1.67% of sub total.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

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, Monday to Friday. Five (5) days shall constitute a work week Monday to Friday inclusive. Employees may work a maximum of ten (10) hours per day, forty (40) a week with the consent of the Employer, the Business Manager and the Employees. The consent of the Business Manager will not be unreasonably withheld.

OVERTIME:

Doubletime 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.

Where the consent of the Employer, the Business Manager and the Employees has been obtained for Employees to work a maximum of ten (10) hours per day, 40 hours per week, hours worked in excess of ten (10) hours in any day or 40 hours during the 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.

An Employer that opts to provide rooms for employees will pay a meal allowance of fifty-five dollars and eight cents (\$55.08) effective May 1, 2007, fifty-six dollars and eighteen cents (\$56.18) effective May 1, 2008 and fifty-seven dollars and thirty cents (\$57.30) effective May 1, 2009 for each day an employee is away from home.

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 forty-seven cents (\$0.47) for each km effective May 1, 2007, forty-eight cents (\$0.48) for each km effective May 1, 2008, and forty-nine cents (\$0.49) for each km effective May 1, 2009 travelled.

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

The benefits outlined in Articles 40 and 41 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.

UNION DUES PROMOTION FUND:

Each employer shall deduct for each hour or part thereof worked by all employees covered by this Agreement the amount set out in the wage schedule and shall remit said amount, on the forms provided by the Local Union, to the Local 397 Welfare Trust Fund. All remittances shall be made by the fifteenth day of the month following the month in which such deductions were made.

Without limiting the generality of the term "Promotion", and without limiting the terms of the Fund, the purpose and intent of this Fund shall be to make any and all expenditures necessary to improve, promote and assist members in the roofing industry. This shall be at the sole discretion of Local Union 397.

APPENDIX "H"

LOCAL 397 - THUNDER BAY, ONTARIO

— APPRENTICES —

July 1, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	27.96	27.65	26.99	21.36	18.25	15.08	11.95
Foreman Prem.	4.25						
Vac. Pay	3.22	2.77	2.70	2.14	1.82	1.51	1.20
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.53	2.53	2.53	2.53	2.53	2.53	2.53
Pension	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Sub Total	42.67	37.66	36.93	30.74	27.31	23.83	20.39
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.74	37.73	37.00	30.81	27.38	23.90	20.46

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

UNION DUES PROMOTION FUND: The Employer agrees to deduct \$0.54 per hour for each hour worked effective July 1, 2007 from the employee's wage rate as the Union Dues Promotion Fund.

This deduction shall be remitted to Local Union 397 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.

*includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "H"

LOCAL 397 - THUNDER BAY, ONTARIO

May 1, 2008	— APPRENTICES —						
	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.10	28.79	28.13	22.27	19.05	15.76	12.53
Foreman Prem.	4.25						
Vac. Pay	3.33	2.88	2.81	2.23	1.90	1.58	1.25
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.53	2.53	2.53	2.53	2.53	2.53	2.53
Pension	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Sub Total	43.92	38.91	38.18	31.74	28.19	24.58	21.02
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.99	38.98	38.25	31.81	28.26	24.65	21.09

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

UNION DUES PROMOTION FUND: The Employer agrees to deduct \$0.54 per hour for each hour worked effective July 1, 2007 from the employee's wage rate as the Union Dues Promotion Fund

This deduction shall be remitted to Local Union 397 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.

* Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162

† Red Circled

APPENDIX "H"

LOCAL 397 - THUNDER BAY, ONTARIO

— APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.41	30.11	29.45	23.33	19.97	16.55	13.19
Foreman Prem.	4.25						
Vac. Pay	3.47	3.01	2.94	2.33	2.00	1.66	1.32
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.53	2.53	2.53	2.53	2.53	2.53	2.53
Pension	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Sub Total	45.37	40.36	39.63	32.90	29.21	25.45	21.75
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.44	40.43	39.70	32.97	29.28	25.52	21.82

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

UNION DUES PROMOTION FUND: The Employer agrees to deduct \$0.54 per hour for each hour worked effective July 1, 2007 from the employee's wage rate as the Union Dues Promotion Fund.

This deduction shall be remitted to Local Union 397 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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

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 forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008, and forty-nine cents (\$0.49) per km effective May 1, 2009, 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. Forty-seven cents (~~\$0.47~~) per km effective May 1, 2007, forty-eight cents (~~\$0.48~~) per km effective May 1, 2008, and forty-nine cents (~~\$0.49~~) per km effective May 1, 2009 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 twelve dollars and fourteen cents (~~\$12.14~~) effective May 1, 2007, twelve dollars and thirty-eight cents (~~\$12.38~~) effective May 1, 2008 and twelve dollars and sixty-three cents (~~\$12.63~~) effective May 1, 2009 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 nineteen dollars and sixty-one cents (~~\$19.61~~) effective May 1, 2007, twenty dollars (~~\$20.00~~) effective May 1, 2008 and twenty dollars and forty cents (~~\$20.40~~) effective May 1, 2009 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 twenty-six dollars and fourteen cents (~~\$26.14~~) effective May 1, 2007, twenty-six dollars and sixty-six cents (~~\$26.66~~) effective May 1, 2008 and twenty-seven dollars and nineteen cents (~~\$27.19~~) effective May 1, 2009 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 forty-seven cents (~~(\$0.47)~~per km effective May 1, 2007, forty-eight cents (~~(\$0.48)~~ per km effective May 1, 2008, and forty-nine cents (~~(\$0.49)~~per km effective May 1, 2009 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 seventy-four dollars and ninety-seven cents (~~(\$74.97)~~ effective May 1, 2007, seventy-six dollars and forty-seven cents (~~(\$76.47)~~ effective May 1, 2008, seventy-eight dollars (\$78.00) effective May 1, 2009 per day plus travel expense at the rate of forty-seven cents (~~(\$0.47)~~per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008, and forty-nine cents (~~(\$0.49)~~per km effective May 1, 2009 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.

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 sixty-four dollars and twenty-six cents (~~(\$64.26)~~ effective May 1, 2007, sixty-five dollars and fifty-five cents (~~(\$65.55)~~ effective May 1, 2008, sixty-six dollars and eighty-six cents (~~(\$66.86)~~ effective May 1, 2009 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 forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008, and forty-nine cents (\$0.49) per km effective May 1, 2009.
- 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, 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 40 and 41 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.

UNION DUES PROMOTION FUND:

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

This deduction shall be remitted to Local Union 473 and the Union will be the sole administrator of this fund.

APPENDIX "I"

LOCAL 473 - LONDON, ONTARIO

— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.62	29.29	28.09	22.56	20.07	16.70	13.35
Foreman Prem.	4.25						
Vac. Pay	3.39	2.93	2.81	2.26	2.01	1.67	1.33
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.46	2.46	2.46	2.46	2.46	2.46	2.46
UDPF	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Pension	3.00	3.00	3.00	3.00	2.05	2.05	2.05
Sub Total	43.33	38.29	36.97	30.89	27.20	23.49	19.80
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.40	38.36	37.04	30.96	27.27	23.56	19.87

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "I"

LOCAL 473 - LONDON, ONTARIO
— APPRENTICES —

January 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	29.61	29.28	28.08	22.55	20.06	16.69	13.34
Foreman Prem.	4.25						
Vac. Pay	3.39	2.93	2.81	2.26	2.01	1.67	1.33
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.46	2.46	2.46	2.46	2.46	2.46	2.46
UDPF	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Pension	3.00	3.00	3.00	3.00	2.05	2.05	2.05
Sub Total	43.33	38.29	36.97	30.89	27.20	23.49	19.80
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.40	38.36	37.04	30.96	27.27	23.56	19.87

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "I"

LOCAL 473 - LONDON, ONTARIO
— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.63	30.30	29.10	23.35	20.80	17.31	13.85
Foreman Prem.	4.25						
Vac. Pay	3.49	3.03	2.91	2.33	2.08	1.73	1.36
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.46	2.46	2.46	2.46	2.46	2.46	2.46
UDPF	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Pension	3.13	3.13	3.13	3.13	2.12	2.12	2.12
Sub Total	44.58	39.54	38.22	31.89	28.08	24.24	20.43
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.65	39.61	38.29	31.96	28.15	24.31	20.50

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "I"

LOCAL 473 - LONDON, ONTARIO
— APPRENTICES —

January 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.62	30.29	29.09	23.34	20.79	17.30	13.84
Foreman Prem.	4.25						
Vac. Pay	3.49	3.03	2.91	2.33	2.08	1.73	1.38
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.46	2.46	2.46	2.46	2.46	2.46	2.46
UDPF	0.42	0.42	0.42	0.42	0.42	0.42	0.42
Pension	3.13	3.13	3.13	3.13	2.12	2.12	2.12
Sub Total	44.58	39.54	38.22	31.89	28.08	24.24	20.43
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.65	39.61	38.29	31.96	28.15	24.31	20.50

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "I"

LOCAL 473 - LONDON, ONTARIO

— APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	31.80	31.47	30.27	24.25	21.65	18.02	14.43
Foreman Prem.	4.25						
Vac. Pay	3.61	3.15	3.03	2.43	2.16	1.80	1.44
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.46	2.46	2.46	2.46	2.46	2.46	2.46
UDPF	0.42	0.42	0.42	0.42	0.42	0.42	0.42
Pension	3.28	3.28	3.28	3.28	2.20	2.20	2.20
Sub Total	46.03	40.99	39.67	33.05	29.10	25.11	21.16
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	46.10	41.06	39.74	33.12	29.17	25.18	21.23

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 by cheque each month. The Employer requests that all Employees take two (2) weeks vacation per calendar year.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX “J”

LOCAL 504 - SUDBURY & SAULT STE. MARIE, ONTARIO

HOURS OF WORK:

The regular scheduled work week shall be forty-eight **(48)** hours Monday to Friday inclusive.

Make up for lost time due to inclement weather may be worked on Saturdays upon verification of company records. Make up time will not exceed the weekly maximum hours.

OVERTIME:

All hours worked in excess of 48 hours in a week shall be paid at time and one half. 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 week, unless they qualify as shift work. such hours shall be overtime hours.

SHIFTWORK

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.

SAFETY:

The employer shall supply one (1) pair of suitable gloves after one hundred & twenty (120) hours of work.

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 - 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 eight dollars and fifty-six cents (\$8.56) effective May 1, 2007, eight dollars and seventy-three cents (\$8.73) effective May 1, 2008 and eight dollars and ninety-one cents (\$8.91) effective May 1, 2009, per day per man shall be paid.

The area between a thirty-two (32) and forty (40) km radius and for work within this area a travelling allowance of ten dollars and twelve cents (\$10.12) effective May 1, 2007, ten dollars and thirty-two cents (\$10.32) effective May 1, 2008 and ten dollars and fifty-three cents (\$10.53) effective May 1, 2009, per day per man shall be paid.

WITHIN EIGHTY (80) KILOMETRES:

- b) When employed on a project that is within a distance of eighty (80) road km from the Sudbury - 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 to and the last trip from the job and in addition, they shall be paid \$30.60 per day effective May 1, 2007, \$31.21 per day effective May 1, 2008 and \$31.84 per day effective May 1, 2009.

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) KILOMETRES:

- c) When employed on a project that is beyond eighty (80) road km from the Sudbury - Sault Ste. Marie

City Hall, Roofing Personnel shall be paid traveling time and travel allowances 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 as follows: \$85.00 per day effective May 1, 2007, \$90.00 per day effective May 1, 2008 and \$95.00 per day effective May 1, 2009.

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 eighty-five dollars (\$85.00) effective May 1, 2007, ninety dollars (\$90.00) effective May 1, 2008 and ninety-five dollars (\$95.00) effective May 1, 2009.

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 - 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, and in addition they shall be paid travel allowance. 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- 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 Sudbury - 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 travel allowance and travel time for trips home as hereafter scheduled.

One (1) return 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 - Sault Ste. Marie.

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

TRAVEL ALLOWANCE:

- f) 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 forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008 and forty-nine cents (\$0.49) per km effective May 1, 2009, plus ten cents (\$0.10) per km per passenger.

CAR ALLOWANCE:

- g) When an Employee is transferred at the request of the Employer during working hours and provides his own transportation, he shall be paid his applicable wages while travelling from job to job, plus travel allowances as shown above.

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 - 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 40 and 41 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, Suite 309, 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 twenty-seven cents (\$0.27) effective May 1, 2007, thirty cents (\$0.30) effective May 1, 2008 and thirty-three cents (\$0.33) effective May 1, 2009 per hour for each hour worked from the employees' wage rate as the Union Dues Promotion Fund.

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

— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	26.90	26.51	25.47	20.62	17.80	14.85	13.46
Foreman Prem.	4.25						
Vac. Pay	3.11	2.65	2.55	2.06	1.78	1.49	1.35
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.81	2.81	2.81	2.81	2.81	2.81	2.81
Pension	5.28	5.28	5.28	4.60	4.13	3.79	1.75
Sub Total	42.56	37.46	36.32	30.30	26.73	23.15	19.58
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.63	37.53	36.39	30.37	26.80	23.22	19.65

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

UNION DUES PROMOTION FUND: Effective May 1, 2007, the Employer agrees to deduct twenty-seven cents (\$0.27) per hour, thirty cents (\$0.30) per hour effective May 1, 2008 and thirty-three cents (\$0.33) per hour effective May 1, 2009 for each hour worked from the employee's wage rate as the Union Dues Promotion Fund.

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162 (increase to \$0.06 effective October 1, 2004).

†Red Circled

APPENDIX "J"

LOCAL 504 - SUDBURY, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	27.69	27.30	26.26	21.25	18.51	15.45	13.95
Foreman Prem.	4.25						
Vac. Pay	3.19	2.73	2.63	2.13	1.85	1.54	1.39
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.91	2.91	2.91	2.91	2.91	2.91	2.91
Pension	5.56	5.56	5.56	4.80	4.13	3.79	1.75
Sub Total	43.81	38.71	37.57	31.30	27.61	23.90	20.21
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	43.88	38.78	37.64	31.37	27.68	23.97	20.28

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

UNION DUES PROMOTION FUND: Effective May 1, 2007, the Employer agrees to deduct twenty-seven cents (\$0.27) per hour, thirty cents (\$0.30) per hour effective May 1, 2008 and thirty-three cents (\$0.33) per hour effective May 1, 2009 for each hour worked from the employee's wage rate as the Union Dues Promotion Fund.

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.

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†Red Circled

APPENDIX "J"

LOCAL 504 - SUDBURY, ONTARIO

— APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	28.70	28.31	27.27	22.04	19.35	16.15	14.52
Foreman Prem.	4.25						
Vac. Pay	3.29	2.83	2.73	2.20	1.93	1.61	1.45
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.01	3.01	3.01	3.01	3.01	3.01	3.01
Pension	5.80	5.80	5.80	5.00	4.13	3.79	1.75
Sub Total	45.26	40.16	39.02	32.46	28.63	24.77	20.94
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.33	40.23	39.09	32.53	28.70	24.84	21.01

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

UNION DUES PROMOTION FUND: Effective May 1, 2007, the Employer agrees to deduct twenty-seven cents (\$0.27) per hour, thirty cents (\$0.30) per hour effective May 1, 2008 and thirty-three cents (\$0.33) per hour effective May 1, 2009 for each hour worked from the employee's wage rate as the Union Dues Promotion Fund.

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162 (increase to \$0.06 effective October 1, 2004)

†Red Circled

APPENDIX "J"

LOCAL 504 - SAULT STE. MARIE, ONTARIO

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	— APPRENTICES —			
				3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	25.71	25.36	24.86	19.71	17.00	14.16	12.89
Foreman Prem.	4.25						
Vac. Pay	3.00	2.54	2.49	1.97	1.70	1.42	1.29
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.81	2.81	2.81	2.81	2.81	2.81	2.81
Pension	5.28	5.28	5.28	4.60	4.13	3.79	1.75
Sub Total	41.26	36.20	35.65	29.30	25.85	22.39	18.95
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	41.33	36.27	35.72	29.37	25.92	22.46	19.02

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

UNION DUES PROMOTION FUND: Effective May 1, 2007, the Employer agrees to deduct twenty-seven cents (\$0.27) per hour, thirty cents (\$0.30) per hour effective May 1, 2008 and thirty-three cents (\$0.33) per hour effective May 1, 2009 for each hour worked from the employee's wage rate as the Union Dues Promotion Fund.

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.

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†Red Circled

APPENDIX "J"

LOCAL 504 - SAULT STE. MARIE, ONTARIO

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	— APPRENTICES —			
				3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	26.50	26.15	25.65	20.35	17.71	14.75	13.37
Foreman Prem.	4.25						
Vac. Pay	3.08	2.62	2.57	2.03	1.77	1.48	1.34
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	2.91	2.91	2.91	2.91	2.91	2.91	2.91
Pension	5.56	5.56	5.56	4.80	4.13	3.79	1.75
Sub Total	42.51	37.45	36.90	30.30	26.73	23.14	19.58
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.58	37.52	36.97	30.37	26.80	23.21	19.65

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

UNION DUES PROMOTION FUND: Effective May 1, 2007, the Employer agrees to deduct twenty-seven cents (\$0.27) per hour, thirty cents (\$0.30) per hour effective May 1, 2008 and thirty-three cents (\$0.33) per hour effective May 1, 2009 for each hour worked from the employee's wage rate as the Union Dues Promotion Fund.

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162 (increase to \$0.06 effective October 1, 2004).

†Red Circled

APPENDIX "J"

LOCAL 504 - SAULT STE. MARIE, ONTARIO

May 1, 2009	— APPRENTICES —						
	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	27.51	27.16	26.66	21.13	18.55	15.45	13.95
Foreman Prem.	4.25						
Vac. Pay	3.18	2.72	2.67	2.11	1.85	1.55	1.39
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.01	3.01	3.01	3.01	3.01	3.01	3.01
Pension	5.80	5.80	5.80	5.00	4.13	3.79	1.75
Sub Total	43.96	38.90	38.35	31.46	27.75	24.01	20.31
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.03	38.97	38.42	31.53	27.82	24.08	20.38

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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.

UNION DUES PROMOTION FUND: Effective May 1, 2007, the Employer agrees to deduct **twenty-seven cents** (\$0.27) per hour, thirty cents (\$0.30) per hour effective May 1, 2008 and thirty-three cents (\$0.33) per hour effective May 1, 2009 for each hour worked from the employee's wage rate as the Union **Dues** Promotion Fund.

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.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162 (increase to \$0.06 effective October 1, 2004).

†Red Circled

APPENDIX "K"

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 unreasonably withheld.

MAKE-UPTIME - see Letter of Understanding dated May 23, 2007 attached.

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 system 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 twenty-four (24) km radius from the Hamilton City Hall.

The second zone will be an area between the "free area" and a thirty-two (32) km radius from the Hamilton City Hall, and for work in this area a travelling allowance of ten dollars and ninety-one cents (\$10.91) effective May 1, 2007, eleven dollars and thirteen cents (\$11.13) effective May 1, 2008 and eleven dollars and thirty-five cents (\$11.35) effective May 1, 2009 per day per man will be paid.

The third zone will be an area between a thirty-two (32) km and forty (40) km radius from the Hamilton City Hall and for work in this area a travelling allowance of fourteen dollars and six cents (\$14.06) effective May 1, 2007, fourteen dollars and thirty-four cents (\$14.34) effective May 1, 2008 and fourteen dollars and sixty-three (\$14.63) effective May 1, 2009 per day per man will be paid.

The fourth zone will be an area between a forty (40) km and an eighty (80) km radius from the Hamilton City Hall and for work in this area, a travelling allowance of thirty-six dollars and seventy-seven cents (\$36.77) effective May 1, 2007 and thirty-seven dollars and fifty-one cents (\$37.51) effective May 1, 2008 and thirty-eight dollars and twenty-six cents (\$38.26) effective May 1, 2009 per day per man will be paid.

Fifth zone - see Letter of Understanding dated May 23, 2007 attached. Effective May 1, 2008 - thirty dollars and sixty cents (\$30.60) and thirty-one dollars and twenty-one cents (\$31.21) effective May 1, 2009.

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

On all jobs outside a radius of eighty (80) km from the Hamilton City Hall, a board allowance of seventy-three dollars and forty-four cents (\$73.44) effective May 1, 2007, seventy-four dollars and ninety-one cents (\$74.91) effective May 1, 2008 and seventy-six dollars and forty-one cents (\$76.41) effective May 1, 2009 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 forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008, and forty-nine cents (\$0.49) per km effective May 1, 2009.

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 forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008, and forty-nine cents (\$0.49) per km effective May 1, 2009.

ROOFING APPRENTICESHIP PROGRAM

It is agreed that all existing #4 and #5 Roofers in Local Union 537 must be employed before pre-apprentices may be hired.

LETTER OF UNDERSTANDING- APPENDIX "K"

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION,
LOCAL 537

- and -

ONTARIO INDUSTRIAL ROOFING
CONTRACTORS' ASSOCIATION

In an attempt to gain additional work for both parties, it is agreed a sixth zone (Niagara Zone) be established.

This zone will be that portion of Niagara East of a straight line following Regional Highway 24 from Lake Ontario to Lake Erie and for work in this area, a travelling allowance of thirty dollars (\$30.00) per day per man will be paid effective May 1, 2007, plus the provincial increase for May 1, 2008 and May 1, 2009.

This letter is for a period from May 1, 2007 - April 30, 2010, and will have to be renewed and agreed to for any period beyond the above dates.

DATED this 23rd day of May, 2007.

For Sheet Metal
Workers' International
Association, Local 537

For Ontario Industrial
Roofing Contractors'
Association

Paul Leger

Don Marks

Tim Fenton

LETTER OF UNDERSTANDING- APPENDIX "K"

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION,
LOCAL 537

- and -

ONTARIO INDUSTRIAL ROOFING
CONTRACTORS ASSOCIATION

Re - Make-up Time

1. This letter is for a period from May 1, 2007 - April 30, 2010, and will have to be renewed and agreed to for any period beyond the above dates.
2. When employees are not able to complete a regular working day due to weather conditions, it is agreed that the daily time limit may be exceeded on any of the remaining working days Monday to Friday, providing the weekly 44 hour limit is not exceeded thereby, but in no case shall the daily limit be exceeded by more than two hours without the consent of the Business Manager. Pay for such extended hours shall be at the regular hourly rate.
3. When employees are not able to complete a regular 44 hour work week, voluntary make-up time may be worked on Saturdays at straight time rates to a maximum of forty-four (44) hours with the balance of other hours worked on Saturday to be paid at double time, including all regularly scheduled Saturday work.

DATED this 23rd day of May, 2007

For Sheet Metal
Workers' International
Association, Local 537

For Ontario Industrial
Roofing
Contractors' Association

Paul Leger

Don Marks

Tim Fenton

APPENDIX "K"

LOCAL 537 - HAMILTON, ONTARIO

May 25, 2007	— APPRENTICES —						
	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	32.06	31.65	29.86	24.90	22.43	19.04	15.67
Foreman Prem.	4.25						
Vac. Pay	3.63	3.17	2.99	2.49	2.24	1.90	1.57
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension *	4.53	4.53	4.53	4.03	2.78	2.53	2.28
UDPF	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Sub Total	45.03	39.91	37.94	31.98	28.01	24.03	20.08
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.10	39.98	38.01	32.05	28.08	24.10	20.15

Foreman's Premium. \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 layoff.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "K"

LOCAL 537 - HAMILTON, ONTARIO

May 1, 2008	— APPRENTICES —						
	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	33.20	32.79	31.00	25.81	23.23	19.72	16.25
Foreman Prem.	4.25						
Vac. Pay	3.74	3.28	3.10	2.58	2.32	1.97	1.62
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension *	4.53	4.53	4.53	4.03	2.78	2.53	2.28
UDPF	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Sub Total	46.28	41.16	39.19	32.98	28.89	24.78	20.71
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	46.35	41.23	39.26	33.05	28.96	24.85	20.78

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 layoff.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "K"

**LOCAL 537 - HAMILTON, ONTARIO
— APPRENTICES —**

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	34.51	34.11	32.32	26.86	24.15	20.51	16.91
Foreman Prem.	4.25						
Vac. Pay	3.88	3.41	3.23	2.69	2.42	2.05	1.69
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Pension *	4.53	4.53	4.53	4.03	2.78	2.53	2.28
UDPF	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Sub Total	47.73	42.61	40.64	34.14	29.91	25.65	21.44
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	47.80	42.68	40.71	34.21	29.98	25.72	21.51

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 layoff.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "L"

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 seventy-one dollars and forty cents (\$71.40) effective May 1, 2007, seventy-two dollars and eighty-three cents (\$72.83) effective May 1, 2008 and seventy-four dollars and twenty-nine cents (\$74.29) effective May 1, 2009, 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.

Any Roofer working outside of the Travel Zone wishing to commute daily to the job site will receive forty-seven cents (\$0.47) per km effective May 1, 2007, forty-eight cents (\$0.48) per km effective May 1, 2008 and forty-nine cents (\$0.49) per km effective May 1, 2009. 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, eleven dollars and thirty cents (\$11.30) effective May 1, 2007, eleven dollars and fifty-three cents (\$11.53) effective May 1, 2008 and eleven dollars and seventy-

six cents (\$11.76) effective May 1, 2009, 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 40 and 41 shall be submitted in a manner agreed to between Local 539 and its signatory contractors.

APPENDIX "L"

LOCAL 539 - SARNIA, ONTARIO
— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	35.86	35.28	33.63	28.23	24.71	21.17	17.65
Foreman Prem.	4.25						
Vac. Pay	4.01	3.53	3.36	2.82	2.47	2.12	1.77
OSMUDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Sub Total	44.33	39.02	37.20	31.26	27.39	23.50	19.63
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.40	39.09	37.27	31.33	27.46	23.57	19.70

Foreman's Premium. \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 layoff.

†Red Circled

APPENDIX "L"

LOCAL 539 - SARNIA, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	37.00	36.42	34.76	29.14	25.51	21.85	18.23
Foreman Prem.	4.25						
Vac. Pay	4.12	3.64	3.48	2.91	2.55	2.19	1.82
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Sub Total	45.58	40.27	38.45	32.26	28.27	24.25	20.26
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.65	40.34	38.52	32.33	28.34	24.32	20.33

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium. \$4.00

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

VACATION PAY - METHOD OF PAYMENT Such payments shall include pay for vacation and holidays in the first week of July, the first week of December

and on layoff

†Red Circled

APPENDIX "L"

LOCAL 539 - SARNIA, ONTARIO — APPRENTICES —

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	38.31	37.74	36.08	30.19	26.44	22.65	18.89
Foreman Prem.	4.25						
Vac. Pay	4.26	3.77	3.61	3.02	2.64	2.26	1.89
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Sub Total	47.03	41.72	39.90	33.42	29.29	25.12	20.99
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	47.10	41.79	39.97	33.49	29.36	25.19	21.06

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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

VACATION PAY - METHOD OF PAYMENT: Such payments shall include pay for vacation and holidays in the first week of July, the first week of December and on layoff.

†Red Circled

APPENDIX "M"

LOCAL 562 - KITCHENER, ONTARIO

HOURS OF WORK:

- a) The regular work week will consist of 48 hours on the jobsite Monday to Friday inclusive and may be extended to Saturday by mutual consent of the employer and employees to make up for lost time due to weather conditions.
- b) The regular work day will normally consist of 10 hours on the jobsite with flexible starting and quitting times. The regular work day may be extended by mutual consent of the employer and the employees to make up for lost time due to weather conditions or for completing a job.
- c) When required to drive company vehicles to transport materials or roofing personnel to and from the job site, zone allowance 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 ten (10) hours to a maximum of forty-eight (48) hours per week.
- f) When an employee starts work his wages will be paid continuously until quitting time except for time allotted for meals.
- g) The hours of work as stipulated above will pertain to Local 562's geographic jurisdiction only.

OVERTIME:

- a) Double time will be paid for work on Sundays and the statutory holidays in Article 13 of this Agreement.
- b) Time and one half will be paid for all work after 48 hours per week.
- c) Time and one half will be paid for all work in excess of ten (10) hours per day Monday to Friday inclusive.

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) All company supplied transportations shall be sheltered, heated in winter and insured against all risks.
- b) Employees requested during working hours to use other than company supplied transportation shall be paid forty-six cents (\$0.46) per km effective May 1, 2007, forty-seven cents (\$0.47) per km effective May 1, 2008 and forty-eight cents (\$0.48) per km effective May 1, 2009.

ZONES:

- a) Radius from Waterloo Region International Airport Tower:

ZONE	RADIUS-KM	DAILY ALLOWANCE
1	0 to 20	\$ 0.00
2	20 to 50	\$ 15.00
3	50 to 80	\$ 20.00
4	80 to 100	\$ 35.00

BOARD:

- a) The area beyond the one hundred (100) km radius from the Waterloo Region International Airport Tower shall be considered as a board area. A board allowance of seventy-five dollars & forty-eight cents (\$75.48) effective May 1, 2007, seventy-six dollars & ninety-nine cents (\$76.99) effective May 1, 2008 and seventy-eight dollars & fifty-three cents (\$78.53) effective May 1, 2009 per day worked will be paid.
- b) When working beyond the one hundred (100) km radius from the Waterloo Region International 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 employ-

ers request. This also applies to the driver of the vehicle.

- c) Employees may return to and from the job on weekends and holidays. Employees will be paid at straight time rates for travel time exceeding two (2) hours.

PAYMENT OF CONTRIBUTIONS:

The benefits outlined in Articles 40 and 41 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 trustee'd welfare program: cheque to be made in the name of Local 562 Roofers Benefit Plan and deposited in the Bank of Nova Scotia, 64 King Street West, Kitchener, N2G 1A3 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 the amount set out in the wage schedule 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.

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 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 the detriment of the Union. The Grand Valley Construction Association shall deposit these monies promptly into the Grand Valley Roofers' Fund Account in accordance with written instructions.

APPENDIX "M"

LOCAL 562 - KITCHENER, ONTARIO

— APPRENTICES —

May 25, 2007	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	30.92	30.51	29.97	24.24	21.12	17.97	14.85
Foreman Prem.	4.25						
Vac. Pay	3.52	3.05	3.00	2.42	2.11	1.80	1.48
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	1.63	1.63	1.63	1.63	1.63	1.63	1.63
Pension	1.70	1.70	1.70	1.70	1.70	1.70	1.70
UDPF	0.63	0.63	0.63	0.63	0.63	0.63	0.63
Sub Total	42.86	37.73	37.14	30.83	27.40	23.94	20.50
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	42.93	37.80	37.21	30.90	27.47	24.01	20.57

Foreman's Premium \$4.25 (calculated in above rates)

Pitch Premium \$4.00

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 UDPF, Welfare, UDPF in one cheque on the forms supplied by Local 562 Send OIRCA Fund on the forms supplied by OIRCA

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162

†Red Circled

APPENDIX "M"

LOCAL 562 - KITCHENER, ONTARIO

— APPRENTICES —

May 1, 2008	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	31.44	31.03	30.49	24.53	21.30	18.04	14.80
Foreman Prem.	4.25						
Vac. Pay	3.57	3.10	3.05	2.45	2.13	1.80	1.48
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	1.88	1.88	1.88	1.88	1.88	1.88	1.88
Pension	2.10	2.10	2.10	2.10	2.10	2.10	2.10
UDPF	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Sub Total	44.11	38.98	38.39	31.83	28.28	24.69	21.13
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.18	39.05	38.46	31.90	28.35	24.76	21.20

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 UDPF, Welfare, UDPF in one cheque on the forms supplied by Local 562. Send OIRCA Fund on the forms supplied by OIRCA.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "M"

LOCAL 562 - KITCHENER, ONTARIO

— APPRENTICES —

January 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	31.43	31.02	30.48	24.52	21.29	18.03	14.79
Foreman Prem.	4.25						
Vac. Pay	3.57	3.10	3.05	2.45	2.13	1.80	1.48
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	1.88	1.88	1.88	1.88	1.88	1.88	1.88
Pension	2.10	2.10	2.10	2.10	2.10	2.10	2.10
UDPF	0.67	0.67	0.67	0.67	0.67	0.67	0.67
Sub Total	44.11	38.98	38.39	31.83	28.28	24.69	21.13
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	44.18	39.05	38.46	31.90	28.35	24.76	21.20

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium - \$4.00

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 UDPF, Welfare, UDPF in one cheque on the forms supplied by Local 562. Send **OIRCA** Fund on the forms supplied by **OIRCA**.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled

APPENDIX "M"

**LOCAL 562 - KITCHENER, ONTARIO
— APPRENTICES —**

May 1, 2009	Foreman	Journeyman	Mat. Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	32.75	32.34	31.80	25.57	22.22	18.82	15.45
Foreman Prem.	4.25						
Vac. Pay	3.70	3.23	3.18	2.56	2.22	1.88	1.55
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	1.88	1.88	1.88	1.88	1.88	1.88	1.88
Pension	2.10	2.10	2.10	2.10	2.10	2.10	2.10
UDPF	0.67	0.67	0.67	0.67	0.67	0.67	0.67
Sub Total	45.56	40.43	39.84	32.99	29.30	25.56	21.86
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	45.63	40.50	39.91	33.06	29.37	25.63	21.93

Foreman's Premium - \$4.25 (calculated in above rates)

Pitch Premium. \$4.00

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 UDPF, Welfare, UDPF in one cheque on the forms supplied by Local 562. Send OIRCA Fund on the forms supplied by OIRCA.

*Includes \$0.03 to be used to comply with the requirements of WCB, Bill 162.

†Red Circled



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