

**RESIDENTIAL ROOFING
COLLECTIVE AGREEMENT**

B E T W E E N:

(Hereinafter referred to as “The Contractor”)

and

**CARPENTERS AND ALLIED WORKERS, LOCAL 27, UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA**

(Hereinafter referred to as “The Union”)

Effective Dates: June 15, 2010 to April 30, 2013

INDEX

Article 1 – PURPOSE	4
Article 2 – RECOGNITION	5
Article 3 – DEFINITIONS	6
Article 4 – UNION SECURITY	7
Article 5 – SUBCONTRACTING	10
Article 6 – RATES & METHOD OF PAY	12
Article 7 – CONTRIBUTIONS	14
Article 8 – TOOLS & EQUIPMENT	17
Article 9 – UNION REPRESENTATIVES	17
Article 10 – SAFETY	17
Article 11 – WORKING CONDITIONS	18
Article 12 – GRIEVANCE PROCEDURE & ARBITRATION	18
Article 13 – CONTRACTOR INDUSTRY FUND	21
Article 14 – CONTRACTOR RIGHTS	21
Article 15 – STRIKES OR LOCKOUT	22
Article 16 – SEVERABILITY	22
Article 17 – SUCCESSORS AND ASSIGNS	23
Article 18 – PRODUCTIVITY	23
Article 19 – ENABLING CLAUSE	23
Article 20 – MISCELLANEOUS MATTERS	24
Article 21 – DE NOVO	24
Article 22 – LETTERS OF UNDERSTANDING	25
Article 23 – DURATION, CHANGE & RENEWAL	25
SCHEDULE “A”	27
SCHEDULE “B”	33

SCHEDULE "C"	38
SCHEDULE "D"	39
LETTER OF UNDERSTANDING NO. 1	40
LETTER OF UNDERSTANDING NO. 2	42
LETTER OF UNDERSTANDING NO. 3	43
LETTER OF UNDERSTANDING NO. 4	45
LETTER OF UNDERSTANDING NO. 5	47

WHEREAS the Contractor and the Union wish to enter into a Collective Agreement with respect to certain workers in the residential roofing industry engaged in work described in Article 2 of this Agreement;

AND WHEREAS the parties acknowledge that there exists an economic dependency by the workers on the contractors in the residential roofing industry for the purposes of labour relations; and that workers may work for more than one contractor within short periods of time; and the parties further recognize that the designation of "crew leader", "pieceworker" or "helper" with respect to each worker may change depending upon the project for which the worker is engaged by the Contractor and other contractors in the residential roofing industry and therefore a worker may from time to time fall under one or more of the above noted classifications;

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - PURPOSE

1.01 The parties wish to enter into an agreement the general purpose of which is to establish mutually satisfactory labour relations between the Contractor, crew leaders, pieceworkers and helpers in the residential roofing industry, to provide a means for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions for all workers throughout the residential roofing industry who are subject to its provisions.

ARTICLE 2- RECOGNITION

2.01 The Contractor recognizes the Union as the sole and exclusive bargaining agent of the workers who perform the work described in Schedule "A" as well as the metalmen who perform the work described in Schedule "B" excluding non-working foremen, hourly servicemen, flatroofers, aluminum/vinyl applicators, persons engaged in re-roofing, office, warehouse/shop workers, clerical workers and persons above the rank of foreman, engaged in the application of shingles and other roofing materials in new subdivision work (3 or more units) in residential lowrise buildings (defined as non-elevated housing of not more than four (4) storeys in height excluding basement) in the province of Ontario:

For additional clarity custom homes are excluded.

2.02 Throughout this Agreement the word "Worker(s)" shall mean those persons who install asphalt shingles, louvers (roof vents), eave protection (including drip edge), step flashing, dormer flashing (under siding outside of O.L.R.B. board area 8 only), valleys (metal or asphalt) and ice and water shield corner pans ("shinglers") or who apply counter-flashing, dormer flashing, skylights, chimney pans and bay windows ("metalmen") who are remunerated on a piecework basis.

2.03 The Union recognizes the Contractor as the exclusive bargaining agent for this collective agreement.

ARTICLE 3- DEFINITIONS

- 3.01** The Parties hereto are cognizant of the fact that the terms used in the *Labour Relations Act*, the *Income Tax Act*, and the *Workplace Safety and Insurance Act* and the definition of employment relationships are not always equivalent. The Parties hereto intend all terms used in this Collective Agreement to have the same meaning they have in the *Labour Relations Act*.
- 3.02** All persons performing work which is covered by Article 2 hereof shall be remunerated on the basis of production, commonly known as piecework.
- 3.03** In this Collective Agreement, the term "pieceworker" means a person who falls within the definition of dependent contractor contained in the *Labour Relations Act*. By way of example only, pieceworkers may include a person who works alone, a person who works with only one helper, or a group of partners and helpers where the number of helpers does not exceed the number of partners.
- 3.04** In this Collective Agreement, the term "crew leader" means a person who performs work as defined in Article 2 hereof and who engages more than one worker to perform work as defined in Article 2 hereof, regardless of whether such person falls within the definition of dependent contractor contained in the *Labour Relations Act*.
- 3.05** Helpers are persons who perform the work defined in Article 2

hereof under the direction of a crew leader or pieceworker.

3.06 The term "worker" as used herein means any person performing work as described in Article 2 hereof for the benefit of the contractors and includes pieceworkers, helpers and crew leaders.

ARTICLE 4 - UNION SECURITY

4.01 All workers shall be required to be members of the Union as a condition of performing work covered by this Agreement except as otherwise provided in Articles 4.05 and 4.06.

The Contractor agrees to deduct from the payments required by Article 6 hereof, such regular monthly union dues and initial assessments as are uniformly applied to all member of the Union. The amount of such dues shall be determined from time to time and the Contractor shall be advised of the amounts thereof in writing.

4.03 Any worker who commences work as described in Article 2 hereof who is not a member of the Union shall be required to become a member of the Union before commencing work, except as set out in Articles 4.05 and 4.06 below.

4.04 All crew leaders shall be required as a condition of performing work for the Contractor to enter into the Crew Leader Participation Agreement attached hereto as Schedule "C". The Union agrees that its consent to such agreement will not be unreasonably withheld.

4.05 Where an invoice is submitted pursuant to Article 6 hereof which contains more than two names, one of the persons listed in the invoice shall be designated a crew leader for the purposes of administering this Collective Agreement. Such persons shall execute the Crew Leader Participation Agreement attached as Schedule "C" hereto. The execution of this Crew Leader Participation Agreement shall not be nor shall it be deemed to be determinative of whether such a person falls within the definition of dependent contractor contained in the *Labour Relations Act*.

4.06 The Contractor may use non-Union persons to perform work covered by this Agreement in cases of emergency when there are no Union workers available to do the work. An emergency is defined as a situation where there is a real probability of water damage or situation in which the Contractor faces financial penalties for failure to meet a bona fide deadline.

The Contractor shall provide notice to the Union by facsimile copier prior to commencing the work. The employer shall pay to the Union the percentages of monies described in Article 4.08 and Article 7 in respect of the use of such non-Union persons.

4.07 Except in cases of emergency and training (which will not exceed four hours) no person who is a member of management shall do any work which would normally be performed by workers under this Agreement. The two majority owners of the company shall have the right to perform work normally

performed by the workers under this Agreement and will be allowed to continue to perform such work notwithstanding the provisions of the Agreement.

4.08 (a) Except as provided for in Articles 4.06 and 4.07, where a crew leader employs a non-union worker or workers on site, the crew leader shall be assessed a fine of five hundred dollars (\$500) per non-union worker, per day, in addition to any other monetary or non-monetary penalty determined appropriate by the Union under the terms of this Collective Agreement. This procedure is in addition to any action otherwise available to the Union.

(b) Any crew leader who knowingly omits workers on book-in forms shall be fined and/or brought up on charges by the Union which may result in suspension or expulsion of that crew leader from the Union. The amount of the fine is to be determined by the Union and shall be in addition to any monies owed to the worker caused by the omission.

(c) The Contractor shall collect the fines issued by the Union provided the Contractor has received written notice of the fine from the Union.

4.09 The Contractor agrees to make the deduction for union dues from the first payment in each calendar month and remit the monies not later than the 15th day of the following month to the Union or its administrators. When remitting such dues the Contractor shall provide the name of the workers and the social insurance numbers for the workers in respect of whom

deductions have been made.

ARTICLE 5 - SUBCONTRACTING

5.01 The Contractor agrees not to contract or subcontract any work covered by this Agreement to a contractor or subcontractor which is not in contractual relations with the Union. The Contractor further agrees not to engage Pieceworkers or Crew Leaders who do not comply with the terms and conditions of this Collective Agreement, including the Crew Leader Participation Agreement.

5.02 Construction Management - Without restricting in any way the application of the subcontracting provision contained in Article 5.01 of this Agreement, a Contractor who undertakes a contract with an owner and/or other contractor to provide construction management services shall be subject to Article 5.01. Without limiting the generality of the foregoing, the Contractor shall ensure that all contracts or subcontracts with respect to the project for which the Contractor has agreed to provide construction management services are only let to a contractor or subcontractor bound to the Union regardless of whether such contracts or subcontracts are entered into directly by the owner and the contractor or subcontractor.

5.03 The Contractor shall not use company servicemen or hourly workers to perform bargaining unit work if the work exceeds two hundred (200) square feet.

5.04 Metalmen shall not apply more than six (6) bundles of shingles per residential unit. The parties agree that the installation of counter-flashing, dormer flashing, skylights, chimney pans and bay windows is the exclusive work of metalmen.

5.05 The Union agrees not to enter into any agreement with any contractor performing work in the Residential Roofing Sector in the Board areas set out in this Agreement at rates or conditions more favourable to such contractor than the rates or conditions as set out in this Agreement.

In the event that the Union does enter into a collective agreement or an amendment to a collective agreement with any contractor with rates or conditions more favourable than those set out in this Agreement, such rates or conditions shall become the rates or conditions under this Agreement in the geographic area referred to in the said agreement from the date they were available to such contractor.

5.06 The terms of 5.01 herein shall also apply to the contracting and subcontracting of eavestroughing, aluminum and vinyl siding work.

ARTICLE 6 - RATES AND METHOD OF PAY

6.01 Pieceworkers rates are set out in Schedules "A" and "B" of this Collective Agreement which form part of this Agreement.

6.02 As new roofing products are introduced into the market, the Parties agree to meet to discuss rates for the installation of same. If they are unable to do so, such rates shall be determined by an arbitrator in accordance with the terms of the *Labour Relations Act*.

6.03 All helpers assisting a Crew Leader or Pieceworker shall be paid at a rate which fairly reflects the value of the assistance provided by the helper. Such rates shall be agreed upon prior to the commencement of work and shall in no event be less than 90% of the bundle rate in respect of that portion of the work attributable to the helper's work for shingling and 80% of the metal rate for metalmens' helpers. The Contractor shall not be responsible for the rate agreed upon under this Article.

6.04 When work covered by this Agreement is performed, the Pieceworker or Crew Leader will present the Contractor with invoices for all completed work. Such invoice shall contain:

- (i) an indication of the work performed;
- (ii) the total amount to be paid to the crew;
- (iii) the names of all workers, including the social insurance number of each worker and union card number;
- (iv) the amount to be paid to each worker; and
- (v) the worker's home address if not previously supplied.

The Contractor must make payment by cash given to each worker or cheque in favour of each worker, available within seven

(7) days of the date of receipt of the invoice. The Contractor shall not be obliged to release a cheque to a worker until it is supplied with that worker's Social Insurance Number.

- 6.05** The Parties acknowledge that workers are not employees for the purpose of the *Income Tax Act*, and the *Workplace Safety and Insurance Act*. In keeping with this understanding, the Contractor shall issue the appropriate forms or statement required annually for each worker to whom payments have been made under this Agreement.
- 6.06** In the event that a Crew Leader or Pieceworker is found to have incorrectly reported the amounts owing to a worker, the Pieceworker/Crew Leader shall be liable to the worker.
- 6.07** The Union and the Contractor agree to meet with other members of the Residential Roofing Contractors' Association to develop a standard invoice form. Once such a form is agreed upon by the parties, it shall be used exclusively. In the interim, the Union shall produce at its own expense, in triplicate, copies of each invoice form currently used by each member Contractor.
- 6.08** The Contractor shall remit such standard reporting form together with all required deductions and contributions to the Union or its designated administrator together with the Contractor Contribution Report by the fifteenth (15th) day of the month following the month in which the payments have been made.

ARTICLE 7 - CONTRIBUTIONS

7.01 The Contractor agrees to remit, on behalf of the workers covered by this Agreement, five percent (5.0 %) of its previous monthly payment for work covered by this Agreement. **Effective May 1, 2008, the Contractor agrees to increase such remittance to six percent (6.0%).** Such monies are exclusively for the purpose of the benefit plan available to all members of the Union and such monies shall be used to provide such benefits as the Union or Trustees appointed by the Union in its or their sole discretion determine.

7.02 The Contractor agrees to remit on behalf of the workers covered by this Agreement a further three percent (3 %) of its previous monthly payments for work covered by this Agreement.

Such monies shall constitute union working dues and shall be used as the Union in its sole discretion determines.

7.03 The Contractor agrees to remit on behalf of the workers covered by this Agreement a further five percent (5.0%) of its previous monthly payments for work covered by this Agreement. Such monies shall be used for the productivity bonus as the Union, or Trustees appointed by the Union, in their sole discretion determine.

7.04 The Contractor agrees to remit on behalf of the workers covered by this Agreement ten percent (10.0%) of its previous monthly payment for work covered by this Agreement in respect of retirement benefits for the workers.
The amount so paid by the Contractor shall be used by the

Union, or Trustees appointed by the Union, for the purpose of creating and maintaining a retirement savings plan for the workers on such terms and conditions as the Union or Trustees see fit.

7.05 In the event that the Contractor fails to remit contributions required to be made in accordance with the terms of this Agreement, the Union may charge interest at the rate of 3.0% per month or part thereof from the date due for any contributions provided that the Contractor has received five days written notice to correct any delinquency.

7.06 With reasonable cause, the Union may request the Contractor to submit to them a certified audited statement of contributions required under this Agreement for a period from the effective date of this Agreement until the audit takes place. This procedure is in addition to any action otherwise available to the Union.

7.07 If the Contractor does not submit the certified audited statement in accordance with the preceding article the Union may appoint an independent chartered accountant to enter upon the Contractor's premises where the records are kept during regular business hours to perform an audit of the Contractor's records only with respect to the Contractor's contributions required to be made in accordance with the terms of this Agreement.

7.08 Where the Union appoints an auditor, the costs of such audit shall be borne by the Contractor if the Contractor is found to have failed in any material fashion to make the payments required otherwise the cost shall be borne by the Union. In

the event that the audit reveals that the Contractor has failed to remit contributions in accordance with the provisions of this Agreement, the Contractor shall within five days after receipt of written notice from the Union submit all outstanding contributions plus any interest along with completed supporting contribution report forms as may be required by the Union.

7.09 Where the Contractor is persistently delinquent in remitting contributions the Union may require the Contractor to post security in the form of a letter of credit or a cash deposit. The letter of credit or cash deposit shall be held by the Union in trust for a period to be determined by them. In the event that the Contractor fails to make any payment otherwise required under this Agreement the Union shall be at liberty to draw against the letter of credit or cash deposition in any amount not to exceed \$25,000.00 to satisfy amounts due.

7.10 If the Contractor has not utilized the services of any worker, it shall submit a "Nil Report".

7.11 The Contractor shall pay all retail sales tax or any other similar tax levied on any payments made under this Article 7 or other articles which taxes are applicable to the Contractor.

ARTICLE 8 - TOOLS AND EQUIPMENT

8.01 The Contractor agrees to supply pumpjacks, scaffolding and ladders 40 feet long or longer.

ARTICLE 9 - UNION REPRESENTATIVES

9.01 Representatives of the Union shall have access to all jobs

during working hours but in no case shall visits unduly interfere with the progress of work. When visiting a job the Union representative will advise representatives of the Contractor in advance.

9.02 A worker shall have the right to request a Union representative be present at any meeting between a worker and the Contractor or its representative which is likely to result in loss of time or work.

ARTICLE 10 - SAFETY

10.01 Every worker covered by this Agreement shall use all safety devices and equipment necessary to comply with the provisions of the *Occupational Health and Safety Act*.

10.02 When a worker is injured and has to leave the job for medical attention and transportation is required, it shall be supplied by the Contractor when possible. If and where possible the worker or otherwise the crew leader will notify the foreman and the site superintendent before the injured worker leaves the site.

10.03 The Union and the Contractor agree to establish a Labour Management Health and Safety Committee in accordance with the *Occupational Health and Safety Act*.

ARTICLE 11 -WORKING CONDITIONS

11.01 The Contractor shall deliver shingles, metal valleys and eave protection to the site, trailer or the house where the materials are to be applied.

11.02 The Contractor agrees to request manufacturers to deliver all shingles no further than twenty (20) feet from the residential unit to which they are to be applied.

11.03 Garbage emanating from work performed hereunder shall be placed in two accessible piles in the immediate area of the unit.

11.04 Mansard walls over one storey in height shall not be shingled from a ladder.

11.05 Where the Union and/or worker advises the Contractor of a refusal to work due to unsafe working conditions on a site, the conditions shall be rectified where possible or the Union shall provide further direction to the crew leader and/or Contractor within seventy-two (72) hours. The Contractor shall not forward another crew to the location in question, nor shall another Contractor attempt to take over work at the location in question.

ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

12.01 Any dispute, difference, controversy or grievance affecting or arising out of the interpretation, application or administration of this Agreement shall be adjusted, if possible, by direct negotiations between the Contractor and the Union.

A grievance must be filed within thirty (30) days from the date that the matter came to the attention of the grievor or the Union. Any grievances filed by the Union must be filed within thirty (30) days from the date that the matter came to the attention of the Union.

12.02 Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable, either of the parties may, after exhausting the grievance procedure described above, notify the other party in writing of its desire to submit the difference to arbitration and its nominee to the Board of Arbitration. Such written notice shall also state clearly, the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any, is claimed by the party requesting arbitration. The party receiving such notice shall within five days advise the other party of the name of its nominee to the Arbitration Board.

12.03 The two nominees so selected shall within five days of the appointment of the second of them, appoint a third person who shall act as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit set therein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

12.04 The Arbitration Board shall hear and determine the difference, between the parties and shall issue a decision in writing. Such decision shall be final and binding upon the parties and upon any worker affected. The decision of the majority of the Board shall be the decision of the Board, and if there is no majority, the decision of the Chairman shall govern. The fees and expenses of the Chairman shall be borne one-half by the Union and one half by the Contractor; any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

12.05 All time limits mentioned in the grievance and arbitration procedure may be extended by Agreement between the parties and no grievance shall be invalidated by reason of a failure to comply with time limits mentioned or by reason of any defect of form or by any technical irregularity.

12.06 If a grievance is referred to arbitration, and the Contractor is found, without reasonable justification, to have failed to pay workers in accordance with Article 6.05, or to have failed to make remittances in accordance with Article 7, the Contractor shall be liable to reimburse the Union for all costs associated with the processing of such grievance including investigation costs, legal fees on a solicitor-and-client basis, the Union's share of the cost of a Board of Arbitration, the cost of issuing, processing and serving summonses and all payments to any actual or potential witnesses, and interest on all monies not paid. This clause shall not apply if the violation of the collective agreement is for an insubstantial amount or the nonpayment is as a result of a bona fide bookkeeping error which is corrected immediately upon discovery.

ARTICLE 13 - CONTRACTOR INDUSTRY FUND

13.01 The Contractor shall contribute 0.5% of the gross amount paid to the workers under this Agreement and shall remit same to the administrators of the benefit plan on or before the 15th day of the month following the month for which the contributions were due. Such amounts, on receipt, shall be

forwarded once per month to the Residential Roofing Contractors Association as the Contractor's contribution to the costs of negotiating and administering this Collective Agreement. It is understood that the above amount (Industry Fund Contribution) is in addition to the rates and other conditions as specified in Articles 7.01, 7.02, 7.03, 7.04, and 7.05 of this Agreement. The Contractor agrees to pay the G.S.T. on Contractor Industry Fund contributions.

ARTICLE 14 - CONTRACTOR RIGHTS

14.01 The Union agrees and acknowledges that the Contractor has exclusive right to manage its business. Without restricting the generality of the foregoing, it is the function of the Contractors:

- (a) To conduct and determine the nature of its business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of crews required at any or all operations, to assign work to pieceworkers or crew leaders, to judge the qualifications of the workers and to maintain order, discipline and efficiency on the job site;
- (b) To engage crew leaders or pieceworkers and to set safety and quality standards to be followed by workers on the job site; to set reasonable rules to be observed by workers on the job site.

14.02 It is agreed that these functions shall not be exercised in a manner inconsistent with this Agreement.

ARTICLE 15 - STRIKES & LOCKOUTS

15.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and the Contractor agrees that it will not cause a lockout.

ARTICLE 16 - SEVERABILITY

16.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted provincial or federal legislation, or by a decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining part or provisions hereof, provided, however, that upon such invalidation the parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 17 -SUCCESSORS AND ASSIGNS

17.01 This Agreement shall be binding upon the contractor, its successors and assigns. If the Contractor's business is purchased, assumed and/or continued by any corporation, partnership or proprietorship, then this Agreement shall continue in full force and effect as if it had been originally signed by the successor or assignee.

ARTICLE 18 - PRODUCTIVITY

18.01 The Union and the Contractor recognize the mutual value of improving by all proper and reasonable means the productivity of the individual worker, and both will undertake individually and jointly, to promote such increased productivity.

ARTICLE 19 - ENABLING CLAUSE

19.01 The Union agrees that in order for the Contractor to obtain work and to engage crew leaders, or pieceworkers, the rates as set out in this collective agreement must be competitive with other contractors providing similar services. To this end the Union agrees to meet with the Contractor on an as needed basis to discuss rates and to adjust them if they are not competitive in any area as the parties hereto may agree in writing.

ARTICLE 20 - MISCELLANEOUS MATTERS

20.01 In accordance with current practice, if a crew leader or pieceworker performs deficient work, the contractor may require him to rectify the work within forty-eight hours, except in case of emergency. For six (6) months from the date of completion of the roof, a crew leader is responsible for 100% of the labour required to rectify wind damage.

20.02 The Contractor shall hold back fifteen hundred dollars (\$1500) per crew leader for a crew of up to ten men (including crew leader) and twenty five hundred dollars (\$2500) per crew leader for a crew of more than ten men. No

deductions will be made from helpers. Payment of the holdback shall occur three months after the crew terminates. The Union and Contractor agree to "red circle" those crews currently working for the Contractor who have proven to be accountable.

ARTICLE 21 - DENOVO

21.01 The Contractor will contribute to the Denovo substance abuse program. The amount of contribution by the Contractor shall not exceed \$40.00 per worker per year. The union will match the contributions. The contributions to the substance abuse program will be forwarded along with other contributions under Article 7.

21.02 The union shall provide information regarding the substance abuse program, including but not limited to, funding and rehabilitative programs available to workers, to the RRCA members on a yearly basis, or as otherwise agreed to between the parties.

ARTICLE 22 - LETTERS OF UNDERSTANDING

22.01 The Contractor has read through the Letters of Understanding, attached to and forming part of this collective agreement, and understands and acknowledges that the terms and conditions contained therein are as applicable and enforceable as the master portion of the collective agreement.

ARTICLE 23 - DURATION, CHANGE AND RENEWAL

23.01 This Agreement shall become effective on the 15th day of June 2010, and shall continue in effect until the 30th day of April, 2013, and shall be renewed tri-annually thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within 120 days and not less than 30 days before the 30th day of April, 2013, or like period in any tri-annual year thereafter.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED AT Toronto THIS _____ DAY OF _____ 2010

ON BEHALF OF THE CONTRACTOR:

ON BEHALF OF THE UNION:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Print Name

SCHEDULE "A"

ROOFING ACCESSORY RATES*				
		JUNE 15, 2010	May 1, 2011	May 1, 2012
A.	Step Flashing	.25 each	.26 each	.26 each
B.	Louver (vent)	1.57 each	1.59 each	1.64 each
C.	Asphalt Valley (top layer) including closed valleys	.40 per foot	.41 per foot	.42 per foot
D.	Drip Edge	.40 per foot	.41 per foot	.42 per foot
E.	Metal Valley including closed valleys	.56 per foot	.57 per foot	.58 per foot

* Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.

Note: If a worker returns to complete plumbing and/or heating stack work, a fine of \$500 will be levied by the Union. The Contractor shall collect such fine upon written notice from the Union.

Note: Plumbing, heating and other stacks that are in before the roof is shingled = no charge.

***SELF SEALING COMPOSITE MEMBRANE/
ICE AND WATER SHIELD INSTALLATION**

JUNE 15, 2010 Linear feet			MAY 1, 2011 Linear feet		MAY 1, 2012 Linear feet	
Pitch		Helper		Helper		Helper
4/12 to 5.9/12	.80	.72	.81	.73	.84	.76
6/12 to 7.9/12	.95	.86	.97	.87	.99	.89
8/12 to 9.9/12	1.59	1.43	1.61	1.45	1.66	1.49
10/12 to 12/12	2.37	2.13	2.41	2.17	2.49	2.24
JUNE 15, 2010 Square feet			MAY 1, 2011 Square feet		MAY 1, 2012 Square feet	
Pitch		Helper		Helper		Helper
4/12 to 5.9/12	.29	.26	.30	.27	.31	.28
6/12 to 7.9/12	.40	.36	.41	.37	.42	.39
8/12 to 9.9/12	.53	.48	.53	.48	.55	.50
10/12 to 12/12	.80	.72	.81	.73	.84	.76

* Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.

*FIBREGLASS BASE SHEET EAVE PROTECTION RATES (per linear foot)						
Pitch	JUNE 15, 2010		MAY 1, 2011		MAY 1, 2012	
4/12 to 5.9/12	.40		.41		.42	
6/12 to 7.9/12	.48		.49		.51	
8/12 to 9.9/12	.64		.65		.67	
10/12 to 12/12	1.20		1.22		1.26	
15 POUND FELT PAPER FOR ENTIRE ROOF						
	JUNE 15, 2010		MAY 1, 2011		MAY 1, 2012	
		HELPER		HELPER		HELPER
4/12 to 7.9/12 (per linear foot)	.23	.21	.24	.22	.24	.22
8/12 and over (per linear foot)	.47	.42	.48	.43	.50	.45

THREE-STOREY AND UP RATES
3-storey rates - \$1.00 per bundle + bundle rate
4-storey rates - \$2.00 per bundle + bundle rate
5-storey rates - \$3.00 per bundle + bundle rate

* Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.

\$1.00 per bundle extra per each additional floor + bundle rate

Note: If shingles are delivered to 3 a storey (side of house), a premium shall be paid. The crew leader shall notify the Contractor prior to hoisting.

***3 TAB METRIC GLASS – ALL MAKES**

Pitch	JUNE 15, 2010		MAY 1, 2011		MAY 1, 2012	
		HELPER		HELPER		HELPER
4 – 5.9/12	9.42	8.48	9.59	8.63	9.88	8.89
6 – 7/12	11.79	10.61	11.99	10.79	12.35	11.12
7.1 – 9/12	16.16	14.54	16.44	14.80	16.94	15.25
9.1 – 10.9/12	18.40	16.56	18.72	16.85	19.29	17.36
11-12/12	20.03	18.03	20.38	18.34	20.99	18.89
Over 12/12 is Mansard Rate	23.17	20.85	23.57	21.21	24.28	21.85

***ADDITIONAL BUNDLE INSTALLATION RATE**

30 YEAR ORGANIC 3 –TAB e.g. CROWN 30		
JUNE 15, 2010	MAY 1, 2011	MAY 1, 2012
Rate + 1.05 per bundle	Rate + 1.05 per bundle	Rate + 1.05 per bundle

CUSTOM HOME INSTALLATION RATES

For the duration of this agreement if a contractor employs workers to work on custom homes, the workers shall be paid 15% more than the rates stipulated in this collective agreement. The employer is not obliged to pay benefits as defined in Article 7.

*** Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.**

PREMIUM SHINGLE RATES

Rates for the installation of premium shingles per bundle	JUNE 15,, 2010 31	MAY 1, 2011	MAY 1, 2012
Independence, Chateau, Signature, Eclipse, Dynasty, Horizon	Rate + \$2.00	Rate + \$2.00	Rate + \$2.00
Regular Organic-Imperial-sized shingles	Rate + \$1.50	Rate + \$1.50	Rate + \$1.50
Premium Imperial-sized shingles	Rate + \$3.50	Rate + \$3.50	Rate + \$3.50
Renaissance XL, Cambridge, Timberline, Biltmore Landmark, Harmony, Everest (Priced By Pitch)	JUNE 15, 2010	MAY 1, 2011	MAY 1, 2012
4.0 – 5.9/12	2.00 + rate	2.00 + rate	2.00 + rate
6.0 – 7.0/12	2.50 + rate	2.50 + rate	2.50 + rate
7.1 – 9.0/12	2.75 + rate	2.75 + rate	2.75 + rate
9.1 – 10.9/12	3.00 + rate	3.00 + rate	3.00 + rate
11.0 – 12.0/12	3.25 + rate	3.25 + rate	3.25 + rate
Over 12/12 is mansard rate	3.25 + rate	3.25 + rate	3.25 + rate
PIGEON CAPS (each + applicable rate)	N/A	5.00	5.00

* **ADDITIONAL MONETARY MATTERS**

- (a) The present practice in respect of reimbursement for the cost nails and/or other materials shall continue;
- (b) Effective June 15, 2010, roof top delivery shall be charged at one dollar and eighteen cents (\$1.18) per bundle if unassisted and thirty cents (\$0.30) per bundle if assisted. Hoisting of material using a power ladder shall be performed only by members of the Union.
- (c) Shinglers can put dormer flashing on skirts and catwalks only where it is being covered by aluminum siding outside the following areas: **Burlington to the west; Barrie to the north; Bowmanville to the east; and Lake Ontario to the south. Such dormer flashing shall be installed at the full metalman rate.**
- (d) Skirts (shelves) are to be paid at the mansard rate, regardless of pitch.^a

***SCHEDULE "B"**

METALMEN INSTALLATION RATES (per foot)			
(ALL METAL PRICES BASED ON 3x8 SHEETS)			
	JUNE 15, 2010	MAY 1, 2011	MAY 1, 2012
COUNTER FLASHING	1.90	1.93	1.99
Galvanized/Prepainted Steel up to 28 gauge Aluminum on Masonry			
Heavier than 28 gauge Pre-painted Steel	2.07	2.11	2.17
DORMER FLASHING	1.68	1.71	1.76
Galvanized/Prepainted Steel up to 28 gauge			
Heavier Gauge Prepainted Steel	2.09	2.13	2.19
BAY WINDOWS	61.40	62.46	64.34
Under one sheet			
1 to 1 and 1/3 sheets	79.24	80.63	83.05
1 1/3 to 2 sheets	87.15	88.68	91.34
Over 2 sheets (rate plus an additional \$31.50 per sheet minimum)	110.95 (minimum)	112.89 (minimum)	116.28 (minimum)

* Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.

-BOW WINDOWS	JUNE 15, 2010	MAY 1, 2011	MAY 1, 2012
1 to 1 and 1/3 sheets	158.47	161.24	166.08
1 and 1/3 to 2 sheets	182.26	185.45	191.02
Over 2 sheets (rate plus \$51.07 per sheet)	182.26	185.45	191.02
BELL CAST BAY WINDOWS			
1 to 1 and 1/3 sheets	118.47	120.93	124.55
1 and 1/3 to 2 sheets	158.35	161.12	165.95
Over 2 sheets (rate plus minimum)	63.41 (plus rate)	64.52 (plus rate)	66.45 (plus rate)
CORNER PANS Up to 30 inches	15.86	16.13	16.62
COPPING (per foot) Measure, make up & install up to 40 feet.	4.13	4.20	4.33
Measure, makeup & install Over 40 feet	2.94	2.99	3.08
Measure and install up to 40 feet	3.58	3.64	3.75
Measure and install over 40 feet	2.38	2.42	2.50
Install only up to 40 feet	3.36	3.42	3.52
Install only over 40 feet	2.17	2.21	2.28

* Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.

-Velux Skylights (normal installation)	JUNE 15, 2010	MAY 1, 2011	MAY 1, 2012
2X2	47.55	48.38	49.83
2X4	63.41	64.52	66.45
4X4	112.03	114.09	117.52
Velux Windows (with self flashing kits)			
2X2	59.81	60.86	62.68
2X4	74.76	76.09	78.35
4X4	111.88	113.84	117.25
SKYLIGHTS			
2X2	47.55	48.38	49.83
2X4	63.41	64.52	66.45
4X4	82.22	83.66	86.17
Vaulted, Eyebrow or Barrel Windows (Includes I&W, 1st sheet and up to 2 bundles)	128.92	131.17	135.11
Additional sheets (not including any extra bundles required)	84.75	86.23	88.82
CHIMNEYS (single flue)	39.61	40.31	41.51
Double flue	47.43	48.26	49.71
2 flue & saddle (1 bundle included)	71.32	72.56	74.74
Over 2 flue & saddle (2 bundles included)	126.80	129.01	132.88
CHIMNEY CAPS			
Small	71.32	72.56	74.74
Medium	79.24	80.63	83.05
Large	103.01	104.81	107.96

NOTE: WHEN LOCKS ARE SUPPLIED FOR COPPING, THEY ARE TO BE USED

*** Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.**

	JUNE 15, 2010	MAY 1, 2011	MAY 1, 2012
COUNTER FLASHING Over steps, on stucco (flat stock with lip)	1.12	1.14	1.17
STRAIGHT COUNTER OVER BRICK	1.56	1.58	1.63
METAL CANOPIES (Regular)	64.06	65.18	67.14
METAL CANOPIES (Bell Cast)	92.55	94.17	96.99
FIREWALLS (Per side)	1.00	1.02	1.05
FIREWALL CAP Max. 8" sides + return	1.59	1.61	1.66
Measure and install	1.89	1.92	1.98
Measure, makeup and install	2.37	2.42	2.49
One piece firewall (install only)	3.49	3.56	3.66
Measure and install	3.79	3.85	3.97
PIGEON CAP (per cap + rate)	5.00	5.00	5.00

* Effective June 15, 2010 through April 30 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.

ADDITIONAL MONETARY MATTERS

- 1) All above rates are up to a 7.9/12 pitch, 8/12 and over add an additional 20%.
- 2) If walls are to be grouted by the metalmen, the hourly rate shall apply.
- 3) **Hourly rate \$44.97 per hour plus benefits for June 15, 2010, \$45.76 per hour plus benefits for May 1, 2011, \$47.13 per hour plus benefits for May 1, 2012.**
- 4) Counter and dormer ladder work to be paid at steep prices (8/12 and over) always.
- 5) These prices are installation on labour only. There shall be a minimum charge of \$15.86 per housing unit for any metal installation June 15, (2010), \$16.13 May 1, (2011), \$16.62 May 1, (2012).
- 6) All work requiring a 40' ladder pays the rate x 2.
- 7) Metalmen to supply plastic cement. Any superior product to be supplied by the Contractor.
- 8) All special equipment required to meet safety standards are to be supplied by the company i.e. cherry pickers, erected scaffold, etc.
- 9) Where a cherry picker is supplied by the Contractor either the shingler or the metalman can do both shingling and metal on the work requiring the cherry picker.
- 10) Contractor to confirm strokes/scratches from the book-in sheet provided by crews within ten (10) working days or Contractor must reimburse crew the full amount booked-in.

*** All items not covered shall be negotiated by both parties and failing agreement in respect of price, the matter shall be referred to an arbitrator for determination.

*** Effective June 15, 2010 through April 30, 2013, contributions of 5% for productivity bonus, 6% for Health and Welfare Benefits, 3% for Union dues and 10% for RRSP's are payments by the contractor in addition to the rates.**

SCHEDULE "C"

CREW LEADER PARTICIPATION AGREEMENT

WHEREAS the Union is a party to a Collective Agreement with certain Contractors carrying on business as roofing contractors; and

WHEREAS said Collective Agreement requires the roofing contractors to utilize only crew leaders and pieceworkers who will engage Union members to perform piecework covered by the Agreement; and

WHEREAS the undersigned crew leader and the Union wish to provide for the orderly settlement of any disputes that may arise concerning pieceworkers or helpers;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The undersigned acknowledges he is bound by said agreement and that any allegations that a crew leader has failed to compensate members of his crew in accordance with the Agreement may be referred to arbitration as provided for in the Agreement and the crew leader and the Union agree to be bound by the arbitrator's determination for all purposes, including enforcement as provided for in the Labour Relations Act.

DATED at this day of , 2010

FOR THE CREW LEADER:

FOR THE UNION:

LETTER OF UNDERSTANDING No. 1

Attached to and forming part of the Collective Agreement

WHEREAS the Parties to this Collective Agreement wish to ensure that all persons performing work as described herein are covered by the ***Workplace Safety and Insurance Act***;

AND WHEREAS the Parties agree and acknowledge that it is in their interests and in the interests of the industry as a whole that all payments which are owing to the ***Workplace Safety and Insurance Act*** are made in a correct, timely and accurate fashion to ensure worker coverage and proper funding of benefits;

AND WHEREAS the Parties recognize that the proper enforcement of these obligations is more difficult as the number of persons responsible for remitting payments increases;

NOW THEREFORE the Parties agree as follows:

- 1 All Pieceworkers who engage helpers and all Crew Leaders shall obtain a Workers' Compensation number within 30 days of the execution of the Collective Agreement and thereafter prior to commencing work.
- 2 The Contractor shall, as agent for the Pieceworker or Crew Leader remit all monies required to be paid in accordance with the ***Workplace Safety and Insurance Act***, along with all other information required under the *Act* or regulations or policies thereunder. Such remittances shall be in addition to all payments required under the Collective Agreement. If any Pieceworker or Crew Leader makes any payment to the ***Workplace Safety and Insurance Act***, he

shall be reimbursed by the Contractor forthwith upon presentation of proof of payment in respect of work performed by the Contractor.

3 The Contractor shall, assist the Piecworker or Crew Leader in the filing of applications, and keeping of records for matters of administration relating to Workers Compensation including but not limited to correspondence, documents, completion of forms and supplying of information to the **Workplace Safety and Insurance Act**.

4 If any Piecworker or Crew Leader requires any form of clearance certificate for any purpose, the Contractor shall make all reasonable efforts to assist him in doing so.

5 The Contractor shall also be responsible, in addition to all payments under paragraph 2 hereof and all payments required under the Collective Agreement, to remit to the **Workplace Safety and Insurance Act** as agent for the Piecworker or Crew Leader all penalties, fines, CAD, or other extraordinary payment, provided however that if a worker is injured and a Piecworker or Crew Leader is convicted of an offence under the *Occupational Health and Safety Act*, the Contractor shall be responsible only for 662/3% of such extraordinary payment.

6 The Contractor may refuse to engage or continue to engage a Crew Leader and may require a Piecworker or Crew Leader to dismiss a worker who is consistently responsible for unsafe working conditions.

DATE: _____, 2010

FOR THE CONTRACTOR:

FOR THE UNION:

LETTER OF UNDERSTANDING No. 2
Attached to and forming part of the Collective Agreement

WHEREAS the Parties wish to ensure timely and accurate payment of the Harmonized Sales Tax to avoid disputes about who is liable to collect and remit such taxes and to ensure uniform practices in the industry.

NOW THEREFORE the Parties agree as follows:

1. All pieceworkers and Crew Leaders shall obtain a H.S.T. account number within 30 days of the execution of the Collective Agreement and thereafter prior to commencing work.
2. The pieceworker and Crew Leader shall invoice the Contractor for H.S.T. The Contractor shall, as agent for the pieceworker or crew leader, remit all monies required to be paid under Part IX of the *Excise Tax Act*.
3. The Contractor shall prepare, and if necessary prepare on behalf of the pieceworkers and crew leaders, all records, applications, correspondence, forms and other document in respect of the payment of such tax.
4. If a crew leader or pieceworker wishes to file returns and pay H.S.T. directly he or she may collect the monies invoiced to the Contractor, provided that the Contractor may require satisfactory proof from the crew leader or pieceworker that the tax has been or will be remitted properly.

DATE _____, 2010

FOR THE CONTRACTOR:

FOR THE UNION:

LETTER OF UNDERSTANDING No. 3

BETWEEN:

**RESIDENTIAL ROOFING CONTRACTORS ASSOCIATION OF GREATER
METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies as Listed in Schedule “D”)**

(hereinafter referred to as the “Association”)

-and-

**CARPENTERS AND ALLIED WORKERS LOCAL UNION 27
OF THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

(hereinafter referred to as the “Union”)

RE: LIST OF SIGNATORIES

RE: BENEFIT PLAN INFORMATION

RE: CREW LEADER PARTICIPATION AGREEMENT

RE: ROOFING INDUSTRY SAFETY MANUAL

WHEREAS the Union and the Association have entered into a Collective Agreement, which is effective from June 15, 2010 through April 30, 2013;

AND WHEREAS this Letter of Understanding and the attached Memorandum of Agreement form part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

1. The Association and the Union agree that the Union shall provide a list of all companies currently signatory to this Collective Agreement and shall promptly provide updated information when new companies are signed to same.
2. The Association and the Union agree that the Union shall provide benefit plan

information to the Association and promptly inform the Association of any changes, additions or amendments to the benefits plan.

3. The Association and the Union agree that the Union shall provide a copy of the Crew Leader Participation Agreement to the Association. The Association, through its member companies, shall arrange an adequate time and location for Crew Leaders to sign said Participation Agreement.
4. The Union agrees to participate with the Association in the formation and implementation of a roofing industry safety manual.

DATED AT _____ this _____ day of _____, 2010

FOR THE ASSOCIATION

FOR THE UNION

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

LETTER OF UNDERSTANDING No. 4

BETWEEN:

**RESIDENTIAL ROOFING CONTRACTORS ASSOCIATION OF GREATER
METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies as Listed in Schedule "D")**

(hereinafter referred to as the "Association")

-and-

**CARPENTERS AND ALLIED WORKERS LOCAL UNION 27
OF THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

(hereinafter referred to as the "Union")

RE: BACKCHARGES DUE TO THEFT

WHEREAS the Union and the Association have entered into a Collective Agreement, which is effective from June 15, 2010 through April 30, 2013;

AND WHEREAS this Letter of Understanding and the attached Memorandum of Agreement form part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

1. All shingles must be boosted/hoisted daily, providing they are delivered by or before 12:00 noon. No partial skids are to be left on the ground for lower roofs.
2. (a) Exceptions to the above will only apply in the following circumstances:
 - (i) Weather related activity (rain, snow, ice etc.) prohibits hoisting;
 - (ii) Vehicle breakdown; and
 - (iii) Other safety concerns, including but not limited to zero access, incomplete plywood and the sheathing not being nailed.

(b) If any of the above exceptions apply, members are to notify the foreman or office within 2 hours.

3. No worker shall be asked to travel after 12:00 noon another location and boost shingles and/or be responsible for materials.

DATED AT _____ THIS _____ DAY OF _____, 2010

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF UNDERSTANDING No. 5

BETWEEN:

RESIDENTIAL ROOFING CONTRACTORS ASSOCIATION OF GREATER METROPOLITAN TORONTO (on Behalf of its Affected Member Companies as Listed in Schedule "D")

(hereinafter referred to as the "Association")

-and-

CARPENTERS AND ALLIED WORKERS LOCAL UNION 27 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(hereinafter referred to as the "Union")

RE: PREMIUM SHINGLE RATES

WHEREAS the Union and the Association have entered into a Collective Agreement, which is effective from June 15, 2010 through April 30, 2013;

AND WHEREAS this Letter of Understanding and the attached Memorandum of Agreement form part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

- 1. The Parties agree to meet and review the list of premium shingles. Any final agreement regarding the applicable rate for premium shingles shall not penalize the Contractor for any work in progress or undertaken as of the time of the agreement.

DATED AT _____ THIS _____ DAY OF _____, 2010

FOR THE ASSOCIATION

FOR THE UNION

45