

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 northeasterly 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, Mornington, 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 "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-seven cents (\$0.47) per km effective May 1, 2010, forty-eight cents (\$0.48) per km effective May 1, 2011 and forty-nine cents (\$0.49) per km effective May 1, 2012 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-seven cents (\$0.47) per km effective May 1, 2010, forty-eight cents (\$0.48) per km effective May 1, 2011 and forty-nine cents (\$0.49) per km effective May 1, 2012 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-four dollars and twenty-nine cents (\$74.29) 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 42 and 43 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 26.

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.

PROVINCIAL COLLECTIVE AGREEMENT

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

and

ONTARIO SHEET METAL WORKERS'
& ROOFERS' CONFERENCE

of the

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION

on behalf of

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

May 1, 2010 - April 30, 2013

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APPENDICES

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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 37 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. 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) "Roofers #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, mastic or composition decks or floor when laid in pitch, tar, mastic or any other form of bitumen, all performed waterproofing, compressed paper, chemically prepared paper, burlap and substitute waterproofing products.
- d) All slabs of precast concrete, composition, mineral or other panels placed over roofing or waterproofing.
- e) Unloading, handling and hoisting of all tools and materials to be used in connection with the work described above except where cranes or other heavy equipment is required. Employees shall operate their

own job site equipment including but not limited to pumps, kettles, burners, hoists, spray guns, conveyors, mixers and all gasoline, propane or electrically powered equipment used in composition roofing system installations.

- 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 unless reversed by a subsequent ruling of the appeals or a hearing panel set up under the procedures outlined in the plan for the settlement of jurisdictional disputes, the decisions shall be final and binding on all involved.

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

It is understood that the assignment of work shall be by traditional historical trade and area practice and the settlement of jurisdictional disputes with other building trades organizations shall be adjusted in accordance with the procedure established by the Ontario Labour Relations Board.

9. SUBCONTRACTS:

a) Roofing Contract

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

b) Sheet Metal Work in Connection with Roofing

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

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

10. HOURS OF WORK:

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

11. OVERTIME:

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:

a) 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.

b) 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.

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

c) 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.

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.

d) 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.

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

22. APPRENTICESHIP PROGRAM:

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

b) 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.

c) **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.

d) **Roofer Joint Apprentice 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.

e) 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.

23. 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.

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.

b) When hiring or laying off apprentices, the employer shall maintain an

equal distribution of apprentices and maintain the journeyman ratio as prescribed above.

- c) 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.
- d) 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

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

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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)

29. 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 seventy-two (72) 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

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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 36 of the current Agreement.

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

35. 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 36 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.

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

Step Two:

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

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

A 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. GENERAL WORKING CONDITIONS:

- a) It is mutually agreed by both the Employer and the Union that both parties will comply with the current Occupational Health and Safety Act.
- b) All Employees shall provide themselves with and maintain in good repair a safety helmet, safety footwear and safety glasses. On normal contract job sites they shall provide themselves with suitable clothing as required by the Health and Safety Act.
- c) No Employee shall be required to enter or work in an area considered unsafe, or to use apparatus, equipment or machine tools considered unsafe until the area and/or the apparatus, equipment or machine

tools have been examined for safety and approved by a competent authority.

- d) The Employer agrees that no Employee shall be laid off or discharged or suffer any loss of wages for the balance of the day's shift due to the shutdown of a project by the proper authorities for safety reasons directly attributed to the proven negligence of their Employer.
- e) A Safety Committee composed of the Steward and a Representative of the Employer shall be established in every shop. This Committee shall meet in the event of a lost time accident but at least quarterly.
- 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.

42. 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.

The Union agrees to provide the monthly summaries of all remittances and hours to the Ontario Industrial Roofing Contractors' Association for all employers who are bound by the terms and conditions of this Agreement. Any non-payment or alleged non-payment of such monthly remittances shall constitute a violation of this Agreement and the non-payment of such monthly remittances by such employers shall be subject to a grievance and enforceable by the Association under Article 36, Grievance and Arbitration procedure. OIRCA agrees to provide the monthly summaries of all remittances and hours to the Ontario Sheet Metal Workers' & Roofers' Conference for all employers who are bound by the terms and conditions of this Agreement.

43. 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), twenty-two cents (\$0.22) effective December 1, 2010, 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.

44. 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.

45. 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:

46. 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.

47. DURATION, TERMINATION AND CONTINUATION:

This Agreement shall be in effect from May 1, 2010 until April 30, 2013 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 14th day of May, 2010.

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

Don Marks

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

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, 2010, until April 30, 2013:

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.

**ROOFERS PROVINCIAL COLLECTIVE AGREEMENT
2010 - 2013**

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO

May 1, 2010

	Foreman	Journeyman	Mat. Hand.†	- Apprentices -			PreAppr.
				3rd yr.	2nd yr.	1st yr.	
Basic Rate	31.55	30.99	27.13	24.36	21.06	17.73	14.44
Foreman Prem.	4.40						
Vac. Pay	3.59	3.10	2.71	2.44	2.11	1.77	1.44
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	0.48	0.48	0.48	0.48	0.48	0.48	0.48
 Sub Total	 46.76	 41.31	 37.06	 33.75	 29.99	 26.18	 22.43
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
 Total	 46.83	 41.38	 37.13	 33.82	 30.06	 26.25	 22.50

Foreman's Premium - \$4.40 (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

**ROOFERS PROVINCIAL COLLECTIVE AGREEMENT
2010 - 2013**

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO

July 3, 2010

	Mat. Foreman	- A p p r e n t i c e s Journeyman	Hand.†	3rd yr.	- 2nd yr.	1st yr.	PreAppr.
Basic Rate	31.12	30.56	26.70	24.01	20.75	17.45	14.19
Foreman Prem.	4.40						
Vac. Pay	3.55	3.06	2.67	2.40	2.07	1.74	1.42
OSM UDPF	0.21	0.21	0.21	0.21	0.21	0.21	0.21
H & W *	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Pension	3.50	3.50	3.50	3.15	2.98	2.80	2.63
UDPF	0.48	0.48	0.48	0.48	0.48	0.48	0.48
Sub Total	46.76	41.31	37.06	33.75	29.99	26.18	22.43
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	46.83	41.38	37.13	33.82	30.06	26.25	22.50

Foreman's Premium - \$4.40 (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

**ROOFERS PROVINCIAL COLLECTIVE AGREEMENT
2010 - 2013**

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO
Revised 10/1/10

December 1, 2010

	Mat. Foreman	- Apprentices			-		
		Journeyman	Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	31.11	30.55	26.69	24.00	20.74	17.44	14.18
Foreman Prem.	4.40						
Vac. Pay	3.55	3.06	2.67	2.40	2.07	1.74	1.42
OSM UDPF	0.22	0.22	0.22	0.22	0.22	0.22	0.22
H & W *	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Pension	3.50	3.50	3.50	3.15	2.98	2.80	2.63
UDPF	0.48	0.48	0.48	0.48	0.48	0.48	0.48
Sub Total	46.76	41.31	37.06	33.75	29.99	26.18	22.43
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	46.83	41.38	37.13	33.82	30.06	26.25	22.50

Foreman's Premium - \$4.40 (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

**ROOFERS PROVINCIAL COLLECTIVE AGREEMENT
2010 - 2013**

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO

May 1, 2011

	Mat. Foreman	- A p p r e n t i c e s -			2nd yr.	1st yr.	PreAppr.
		Journeyman	Hand.†	3rd yr.			
Basic Rate	31.43	30.89	27.03	24.23	20.91	17.55	14.25
Foreman Prem.	4.55						
Vac. Pay	3.60	3.09	2.70	2.42	2.09	1.76	1.42
OSM UDPF	0.22	0.22	0.22	0.22	0.22	0.22	0.22
H & W *	3.70	3.70	3.70	3.70	3.70	3.70	3.70
Pension	4.00	4.00	4.00	3.55	3.33	3.10	2.88
UDPF	0.51	0.51	0.51	0.51	0.51	0.51	0.51
Sub Total	48.01	42.41	38.16	34.63	30.76	26.84	22.98
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	48.08	42.48	38.23	34.70	30.83	26.91	23.05

Foreman's Premium - \$4.55 (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

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†Red Circled

**ROOFERS PROVINCIAL COLLECTIVE AGREEMENT
 2010 - 2013**

APPENDIX "D"

LOCAL 235 - WINDSOR, ONTARIO

May 1, 2012

	Mat. Foreman	- A p p r e n t i c e s -					
		Journeyman	Hand.†	3rd yr.	2nd yr.	1st yr.	PreAppr.
Basic Rate	32.05	31.52	27.65	24.67	21.26	17.82	14.42
Foreman Prem.	4.70						
Vac. Pay	3.67	3.15	2.77	2.47	2.13	1.78	1.44
OSM UDPF	0.22	0.22	0.22	0.22	0.22	0.22	0.22
H & W *	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Pension	4.50	4.50	4.50	3.95	3.68	3.40	3.13
UDPF	0.52	0.52	0.52	0.52	0.52	0.52	0.52
Sub Total	49.66	43.91	39.66	35.83	31.81	27.74	23.73
OIRCA	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Total	49.73	43.98	39.73	35.90	31.88	27.81	23.80

Foreman's Premium - \$4.70 (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.

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