

**EXTERIOR CLADDING INSTALLATION
COLLECTIVE AGREEMENT**

B E T W E E N :

**RESIDENTIAL SIDING CONTRACTORS
ASSOCIATION OF GREATER
METROPOLITAN TORONTO**

**(On behalf of it's Affected Member Companies
as listed in Schedule "D")**

(hereinafter called the "Contractor")

- and -

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

(hereinafter called the "Union")

**EFFECTIVE DATES:
SEPTEMBER 1, 2007 TO APRIL 30, 2010**

13744(02)

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in work described in Article 2 of this Agreement.

AND WHEREAS the parties acknowledge that there

NOW THEREFORE it is agreed as follows:

**ARTICLE 1
PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Contractor and its Workers, to provide a means for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory working conditions for all Workers who are subject to its provisions in the exterior cladding industry.

**ARTICLE 2
RECOGNITION**

- 2.01 The Contractor recognizes the Union as the sole and exclusive bargaining agent for all construction Workers of the Contractor engaged in new Residential subdivision Construction (defined as 3 or more units) in residential lowrise buildings (defined as non-elevated housing of not more than 4 storeys in height excluding basement) in the installation of aluminum and vinyl siding, eavestroughing, soffit and fascia, in the Province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, office and clerical staff.

- 2.02 The Union recognizes the Residential Siding Contractors Association of Greater Metropolitan Toronto (RSCA) as sole and exclusive bargaining agent of the members of the RSCA and the union agrees that renewals of this agreement will be negotiated with the RSCA and not with the individual members.
- 2.03 If the Contractor performs work covered by any of the following Collective Agreements to which the Union is a party, such work shall be performed under this Agreement, according to the terms and conditions of the applicable Agreement which shall be deemed to be incorporated by reference herein:
- a) Provincial ICI Agreement between the Carpenters Employer and Employee Bargaining Agencies.
 - b) Residential Sector Agreement (General Carpentry) between the Union and the Toronto & District Carpentry Contractors Association.
 - c) Heavy Construction Agreement between the Heavy Construction Association of Ontario and The Carpenter's District Council Ontario.
 - d) the Union's Residential Sector Resilient Floorworkers Agreement.
 - e) the Union's Residential Sector Shingling Agreement.
 - f) the Union's Exhibit and Display Agreement.
 - g) Provincial Residential Agreement between the Interior Systems Contractors Association of Ontario and Drywall, Acoustic, Lathing and Insulation Local 675, U.B.C.J.A.
 - h) The Residential Steel Framing Agreement between KML Engineered Homes Ltd. and Dry-

wall, Acoustic, Lathing and Insulation Local
675, U.B.C.J.A.

The Union shall provide current copies of the above
agreements to the RSCA.

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 may be remunerated on the basis of production, commonly known as piecework.
- 3.03 In this Collective Agreement, the term pieceworker, installer or worker shall be deemed to be a person who falls within the definition of dependent contractor contained in the Labour Relations Act. By way of example, pieceworkers may include a person who works alone, a person who works with only one assistant or a group of partners and assistants where the number of assistants does not exceed the number of partners.

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 Article 4.06.

- 4.02 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 members 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 wishes to commence 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.
- 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 "G"** and forming part of the collective agreement. 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 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 fi-

financial penalties for failure to meet a bona fide deadline. The Contractor shall provide notice to the Union by facsimile copier 24 hours prior to commencing the work. The Contractor shall pay to the Union the percentages of monies described in Articles 4.07 and 7 in respect of the use of such non-Union persons.

4.07 The Contractor agrees to make the deduction for union dues from the first payment in each calendar month and remit the monies no 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.

4.08 In the event that the Contractor or crew leader engages non-union personnel to perform any work covered by this Collective Agreement, then the Contractor or crew leader shall pay to the Union the sum of \$500.00 per person per day which shall constitute liquidated damages, and not a penalty, as compensation for the harm caused by the breach of the Collective Agreement. It is understood that if it was a crew leader who engaged the non-union personnel, and the Contractor was unaware of the situation, the Contractor may deduct the aforesaid liquidated damages from the Contractor's payments to the crew leader. The Union shall notify the Contractor in respect of such penalty on said crew leader.

ARTICLE 5 SUBCONTRACTING

5.01 The Contractor shall only contract or subcontract work covered by this Agreement to a Contractor who is bound to a Collective Agreement with the Union which covers such work.

- 5.02 Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.
- 5.03 Construction Management – Without restricting in any way the application of the subcontracting provision contained in Article 5.01 of this Agreement, a contractor or subcontractor who undertakes a contract with an owner to provide construction management services shall be subject to said Article 5.01, and without limiting the generality of the foregoing, the Contractor shall ensure that all contracts or subcontracts in respect to the project for which the Contractor has agreed to provide construction management services are only let to a contractor or subcontractor bound by this Agreement, irrespective of whether such contracts or subcontracts are entered into directly by the owner and the Contractor or Subcontractor.
- 5.04 The Contractor shall not use company servicemen to perform bargaining unit work. However servicemen shall be allowed to complete up to 75 feet of soffit and fascia and full porches, if the installer is not available to do the work.
- 5.05 The Union agrees not to enter into any agreement with any contractor performing Residential Exterior Cladding work in Board Areas 5,6,7,8,9,10,18,26,27,28, 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** In the event that the Union enters into a collective agreement with a company that is not an Affected Member Company as listed in **Schedule "E"** of this collective agreement and therefore not represented by the RSCA, the Union agrees to send both the first page and signatory page of any such collective agreement to the RSCA.

ARTICLE 6 RATES AND METHOD OF PAY

- 6.01** Pieceworkers rates shall be as set out in Schedules "B", "C" and "D". Hourly rated workers rates shall be as set out in Schedule "A".

The rates set out in Schedules "A", "B", "C" and "D" which are incorporated into and form part of this Agreement shall be effective in Board Areas 5,6,7,8,9,10,18,26,27,28. For all other areas of the Province, the rates shall be negotiated between the Union and the Contractor as may be required from time to time.

- 6.02** As exterior cladding 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** When work covered by this Agreement is performed, the Installer 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;
- (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, as per current practice, but not longer than 14 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. A copy of invoice shall be returned to men.

- 6.04 The Parties acknowledge that Pieceworkers 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 Pieceworker to whom payments have been made under this Agreement.
- 6.05 The Union and the Contractor agree to meet with the Contractor's signatory to this Agreement to develop a standard invoice form to be completed in triplicate and supplied by the Union. Once such form is developed and agreed upon by the parties, it shall be used exclusively.
- 6.06 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. Copies of all remittance forms in respect of contributions

made by all RSCA members shall be forwarded to the RSCA's designated representative(s) by the Trust Fund Administrator.

- 6.07 In the event a Contractor disputes any amount claimed in an invoice submitted by a worker or crew leader, which includes details of the extras, the Contractor shall have ten (10) working days to provide detailed on-site measurements or calculations to justify the stroke, failing which the Contractor shall promptly pay the full amount claimed.
- 6.08 It is understood that the Union may fine any crew leader who fails to include the names of all workers in accordance with Article 6.03.

ARTICLE 7 CONTRIBUTIONS

- 7.01 The Contractor agrees to remit, on behalf of the workers covered by this Agreement, five percent (5%) of its previous monthly payments for work covered by this Agreement. **Effective May 1, 2008 this amount shall increase to six percent (6%). 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 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%) 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%) 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 5.0% per month or part thereof from the date due for any contributions provided that the Contractor received five days written notice to correct any delinquency.
- 7.06 With reasonable cause, the Union may request the Contractor to submit to the Union a certified audited statement of rates paid and contributions required under this Agreement for a period of 1 year prior to the audit taking place or the effective date of this Agreement until the audit takes place, whichever is a shorter period of time. 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 rates of pay and/or 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 only under Article 7.01, or any other similar tax levied on any payments made under this Article 7.01 and other taxes in Article 7 which are applicable to the contractor.

**ARTICLE 8
TOOLS AND EQUIPMENT**

- 8.01 The Contractor agrees to supply the following equipment to all Workers (including production piece-workers): (erected) scaffolding and/or cherry pickers as may be required from time to time.

**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.

Workers covered by this Agreement shall supply themselves with, and wear at all times on the job, an approved safety helmet, safety shoes and safety glasses when required. All other safety devices and equipment shall be supplied by the Contractor.

Crew leaders and workers safety meeting shall be held once per month and a record of each participant shall be maintained (sign in).

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 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.

10.04 The Union and Contractor agree that the Labour Management Health and Safety Committee will develop a workplace safety manual and code of practice.

ARTICLE 11 WORKING CONDITIONS

11.01 The Contractor agrees not to require the worker(s) to perform work on units where site conditions are unfit for the worker(s) to perform his job in a safe manner.

11.02 Garbage emanating from work performed hereunder shall be removed from site by installer and/or be placed in a bin provided by the builder.

11.03 Where a contractor supplies insufficient materials for completion of a job at the time of material pick-up, the contractor shall ensure that sufficient materials are delivered to the job site within a reasonable time frame.

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 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 the 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 6.03, 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 **sum-**monses 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.
- 12.07 The Union shall provide copies of all grievances filed, and settlements of those grievances, which are in respect of members of the RSCA to the RSCA's designated representative(s).

ARTICLE 13
MANAGEMENT CONTRACTOR RIGHTS

- 13.01 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 Contractor:
- (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, to judge the qualification of the workers and to maintain order, discipline and efficiency on the job site;
 - (b) To engage installers 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;
 - (c) The Contractor has the right to ask for from the installer Workers' Compensation clearance slips, GST numbers, etc.
- 13.02 It **is** agreed that these functions shall not be exercised in a manner inconsistent with this Agreement and that workers shall not be disciplined without just cause.

ARTICLE 14
STRIKES & LOCKOUTS

- 14.01 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 15
SEVERABILITY**

- 15.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted municipal, 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 16
SUCCESSORS AND ASSIGNS**

- 16.01 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 17
PRODUCTIVITY**

- 17.01 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.
- 17.02 The RSCA may appoint one member to any apprenticeship committee established to train workers in the exterior cladding and eavestroughing industry.

ARTICLE 18
CONTRACTOR INDUSTRY FUND

18.01 Each contractor bound by this agreement or a like agreement adopting in substance, but not necessarily in form the terms and conditions as set out herein shall contribute an amount set by the members of the Association. The Contractor shall contribute the said amount under this agreement and shall remit the same along with other contributions under Article 7 to the Administrators of the Trust Funds on or before the 15th day of the month for which contributions were due. Such amounts, on receipt, shall be forwarded once per month to the Association as the Contractor's contribution to the costs of negotiating and administering this collective agreement. It is understood that the amount (industry fund contributions) is in addition to the rates specified in Article 7.

The Contractor agrees to pay the Goods and Services Tax (G.S.T.) on the industry fund contributions.

ARTICLE 19
ENABLING CLAUSE

19.01 The Union agrees that in order for the Contractor to obtain work and to engage workers (installers, piece-workers), 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 Contractors and/or the Association of Contractors on an as needed basis to discuss rates and/or other issues and to adjust rates if they are not competitive in any area as the parties hereto may agree in writing.

ARTICLE 20
MISCELLANEOUS CLAUSES

- 20.01 All workers are to receive a copy of book-ins for each pay period.
- 20.02 In the case a dispute over the amount of work performed by a production pieceworker, it is agreed that the actual on-site measurements will govern.

ARTICLE 21
DURATION, CHANGE AND RENEWAL

- 21.01 This Agreement shall become effective on the 1st day of September, 2007 and shall continue in effect until the 30th day of April, 2010, and shall be renewed tri-annually thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than 120 days and not less than 30 days before the 30th day of April, 2010, 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 _____ this ____ day of _____ 2007

FOR THE CONTRACTOR: FOR THE UNION:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

SCHEDULE "A"
HOURLY WORKERS

(The following Schedule shall not apply to production pieceworkers)

ARTICLE 1
HOURS OF WORK AND OVERTIME

- 1.01 (a) The standard hours of work for all workers, other than pieceworkers, shall be based on forty-four (44) hours per week exclusive of traveling time to and from the job.
- (b) All overtime work performed in excess of nine (9) hours per day. Monday to Thursday and eight (8) hours on Friday, and all Saturday work shall be paid at the rate of time and one-half the regular rate. No work shall be assigned on Sunday, save and except in the case of emergencies, in which case the rate payable shall be double time.
- 1.02 In the event of inclement weather during the regular working week. the Contractor may perform work on Saturday at the regular wage rate. Workers have the right to refuse to work on Saturdays and there shall be no reprisals against workers exercising this right.

ARTICLE 2
PAYMENT OF WAGES

- 2.01 Workers shall be paid weekly by cheque or cash at the option of the Contractor, no later than Thursday in any week, and the worker's pay shall be accompanied by a statement or statements which shall indicate:
- (a) The name of the Contractor and the worker
 - (b) the pay period
 - (c) the total hours worked at straight time
 - (d) the total hours worked at overtime

- (e) the hourly rate and applicable premiums
 - (f) the amount of vacation pay and/or statutory holiday pay
 - (g) details of all deductions
 - (h) the amount of traveling and board allowance
- 2.02 In the case of lay-off, all workers shall receive two hours' notice or two hours' pay in lieu thereof in advance of the lay-off.
- 2.03 Whenever Employment Insurance Separation Certificates for hourly rated **employees** and pay cheques and vacation pay monies are not given to the worker at the time of termination, they shall be sent by the Contractor to the **worker** by registered mail to his last known address on file with the Contractor, within seventy-two hours of time of termination.

ARTICLE 3 WAGES AND CLASSIFICATION

- 3.01 The hourly wage rates and classifications and other hourly **worker** provisions of this Article shall only apply to hourly workers mutually designated by the Union and the affected contractor who are not performing service work.
- 3.02 For the duration of this Agreement, the hourly wage rates and other individual worker conditions will be in effect:

Effective Date	Wage Rate	Vacation & Stat Holiday Pay	Health & Welfare	Pension	Total Package
Sept. 1 2007	31.00	3.13	1.50	3.00	38.63
May 1 2008	32.00	3.20	1.75	3.22	40.17
May 1 2009	33.00	3.33	1.80	3.25	41.38

SCHEDULE "B"
NEW CONSTRUCTION
INSTALLATION PRICE LIST

SIDING	Sept. 1, 2007	May 1, 2008	May 1, 2009
SIDING HORIZONTAL	\$54.11 per square	\$55.73 per square	\$57.40 per square
VERTICAL	\$61.68 per square	\$63.53 per square	\$65.43 per square
BOARD AND BATON	\$62.76 per square	\$64.64 per square	\$66.58 per square
SIDING – 3 STOREYS	\$57.35 per square	\$59.07 per square	\$60.84 per square
SIDING FISH SCALES INCLUDES SHAKES	\$129.00 per square	\$129.00 per square	\$129.00 per square
SIDING UPPER GABLES ONLY ALL BRICK UNITS	\$22.73 extra per end	\$23.41 extra per end	\$24.12 extra per end
ROOF SPLITS ALL BRICK	\$22.73 extra per split	\$23.41 extra per split	\$24.12 extra per split
SIDING ON DORMERS	\$32.96 extra per dormer	\$33.95 extra per dormer	\$34.97 extra per dormer
SOFFIT AND FASCIA			
UNDER 24" OVERHANG	\$1.41 per linear foot	\$1.45 per linear foot	\$1.50 per linear foot
3 STOREY	\$.31 extra per linear foot	\$.33 extra per linear foot	\$.35 extra per linear foot
STEEL FRAME HOUSES	\$.31 extra per linear foot	\$.33 extra per linear foot	\$.35 extra per linear foot
PORCHES (VERANDAS) INCL. FINISHED TRIM	\$.85 per square foot	\$.85 per square foot	\$.85 per square foot
BEAMS	\$1.40 per linear foot	\$1.41 per linear foot	\$1.44 per linear foot
MITRED CORNERS	NOT APPLICABLE	\$1.00 per comer	\$2.00 per comer

Contributions of 5% for productivity bonus, 5% for Health & Welfare Benefits (to increase to 6% effective May 1, 2008), 3% for Union Dues and 10% for RRSP's are payments by the Contractor in addition to the rates.

SPECIAL TRIM	Sept. 1, 2007	May 1, 2008	May 1, 2009
WINDOW HEADERS	\$6.05 each per opening	\$6.07 each per opening	\$6.07 each per opening
(INSTALL) FRIEZE BOARD (wood only)	\$.62 per linear foot	\$.64 per linear foot	\$.66 per linear foot
(COVER) FRIEZE BOARD (wood only) TO FORM AND INSTALL	\$.81 per linear foot	\$.84 per linear foot	\$.86 per linear foot
DENTIL BOARD ORNAMENTAL FRIEZE BOARD	\$1.23 per linear foot	\$1.24 per linear foot	\$1.24 per linear foot
BRICK CAP	\$.79 per linear foot	\$.79 per linear foot	\$.80 per linear foot
WINDOW, SPECIAL CLADDING (Other than frieze board) TO FORM AND INSTALL	\$.84 per linear foot	\$.87 per linear foot	\$.90 per linear foot
PIGEON CAP / CORNER BOX (PER UNIT)	\$5.25 per cap	\$5.46 per cap	\$5.70 per cap
WALKOUTS 2 STOREY HOUSES - SOFFIT & FASCIA Includes side walls, front or rear	Rate + \$.30 per linear foot	Rate + \$.31 per linear foot	Rate + \$.32 per linear foot
SIDING UNIT + RATE ONLY	\$30.90 per unit + rate	\$31.83 per unit + rate	\$32.78 per unit + rate
TOWNHOUSES UNIT + RATE ONLY	\$17.31 per unit + rate	\$17.83 per unit + rate	\$18.37 per unit + rate
BAY WINDOWS (NO TOPS)	\$35.00 per section	\$35.71 per section	\$36.70 per section
BOX WINDOW WITH SIDING ALL BRICK	\$27.00	\$27.78	\$28.77
POT LIGHTS	\$5.95 per light	\$5.95 per light	\$6.00 per light
HOURLY SERVICE RATE	\$30.00 per hour per man	\$30.75 per hour per man	\$31.74 per hour per man

Contributions of 5% for productivity bonus, 5% for Health & Welfare benefits (to increase to 6% effective May 1, 2008), 3% for Union Dues and 0% for RRSP's are payments by the Contractor in addition to the rates.

MISCELLANEOUS WAGE MATTERS

- a) Dryer vents installation and cutting of concrete will not be completed by the installers.
- b) Installers will not acquire P.O.'s unless prearranged.
- c) For clarity purposes, in Schedules "B", "C" and "D", onsite measurements refers to outside measurements.
- d) For clarity purposes, Schedule "F" contains diagrams depicting some of the above items.

SCHEDULE "C" EAVESTROUGHING

ITEM	Sept. 1, 2007	May 1, 2008	May 1, 2009
4" AND 5" EAVESTROUGH	\$0.68 per linear foot all pitches	\$0.70 per linear foot all pitches	\$0.72 per linear foot all pitches
3 STOREYS AND OVER NO PREMIUM	\$1.07 per linear foot	\$1.10 per linear foot	\$1.14 per linear foot
WALK OUTS - 2 STOREY HOUSES 2 SIDES, FRONT OR NO PREMIUM	\$1.07 per linear foot	\$1.10 per linear foot	\$1.14 per linear foot
CHERRY PICKER OVER 2 STOREYS			
DOWNPIPE			
SPLASHGUARDS			
FUNNEL, PIPE CONNECTION			
BRACKETS	supplied	supplied	supplied
BRACKETS	\$.11 extra per linear foot	\$.11 extra per linear foot	\$.12 extra per linear foot
METAL FASCIA (BRACKETS EXTRA) SELF TAPING SCREWS SUPPLIED			
MARLEY, SLATE, CEDAR, 6" TROUGH	\$1.19 per linear foot + pitch premium	\$1.20 per linear foot + pitch premium	\$1.20 per linear foot + pitch premium
SERVICE per man	\$29.75 per hour per man	\$29.75 per hour per man	\$30.00 per hour per man

* Contributions of 5% for productivity bonus, 5% for Health & Welfare Benefits (to increase to 6% effective May 1, 2008), 3% for Union Dues and 10% for RRRSP's are payments by the Contractor in addition to the rates.

SCHEDULE "D"
HARDIE BOARD (CEMENT COMPOSITE BOARD)
INSTALLATION RATES

TYPE	Sept. 1, 2007	May 1, 2008	May 1, 2009
PANEL (ALL SIZES) per sheet	\$30.90	\$31.83	\$32.78
per square foot	.77	.80	.82
PLANK (ALL SIZES) per square foot	1.24	1.27	1.31
TRIM (7/16) per linear foot	.67	.69	.71
TRIM (1 x 3 ½, 5 ½, 7 ½) per linear foot	.88	.90	.93
TRIM (1" x 12") per linear foot	1.13	1.17	1.20
LABOUR per hour	26.78	27.58	28.41
SHINGLES per square foot	2.58	2.65	2.73
SHINGLE PANELS per square foot	2.06	2.12	2.19

SCHEDULE "E"

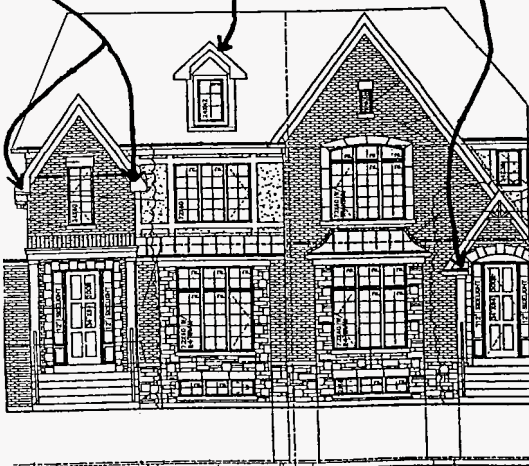
ADC Aluminum & Steel Contracting Limited
468458 Ontario Inc. o/a Canadian Star Aluminum
Canco Aluminum Inc.
Chouinard Bros. Roofing
CRO Aluminum Inc.
Dominion Sheet Metal & Roofing Works
Donia Aluminum & Roofing Ltd.
Eastern Eavestroughing Inc.
Giancola Aluminum Contractors Ltd.
GM Exterior Inc.
Klondike Vinyl Building Products Ltd.
March Aluminum (In Board Area 18 Only)
Promark Aluminum Ltd.
Trudel & Sons Roofing
Unic Sheet Metal & Eavestroughing Ontario Ltd.

**SCHEDULE "F"
DIAGRAMS FOR CLARIFICATION OF
ITEMS IN SCHEDULE "B" PRICING**

**EXAMPLE OF SIDING
ON DORMER**

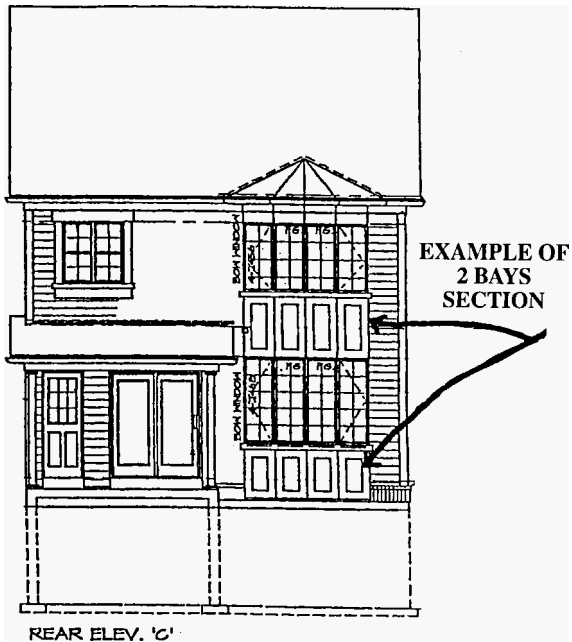
CORNER BOXES

ROOF RETURNS

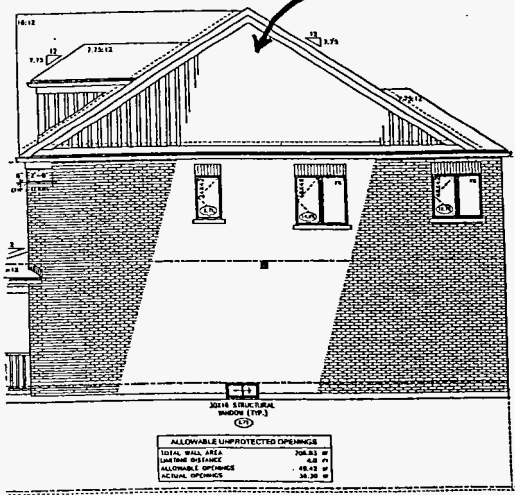


**FRONT ELEVATION 'A'
LOT 40 - BLOCK 164**

**FRONT ELEVATION 'B' (REV.)
LOT 41 - BLOCK 164**



GABLE ONLY

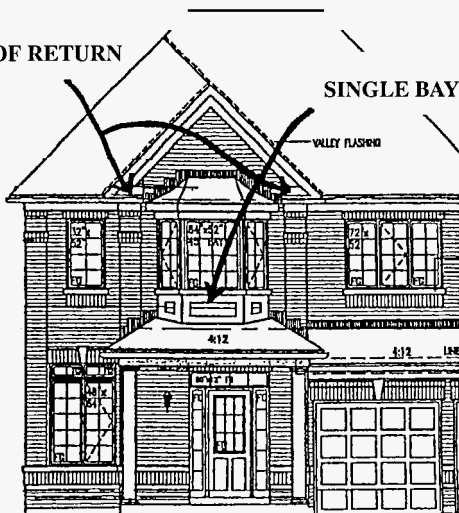


SIDE ELEVATION 'A'

ROOF RETURN

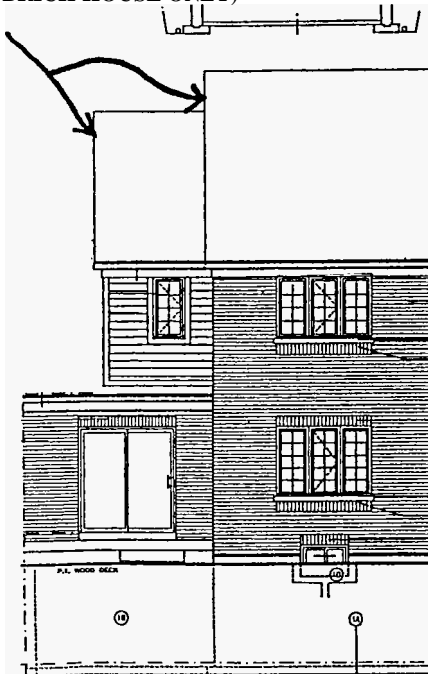
SINGLE BAY

VALLEY FLASHING

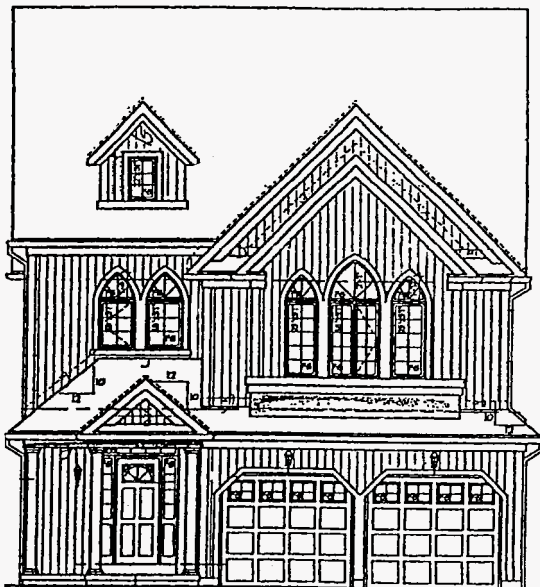


FRONT ELEVATION 'A'

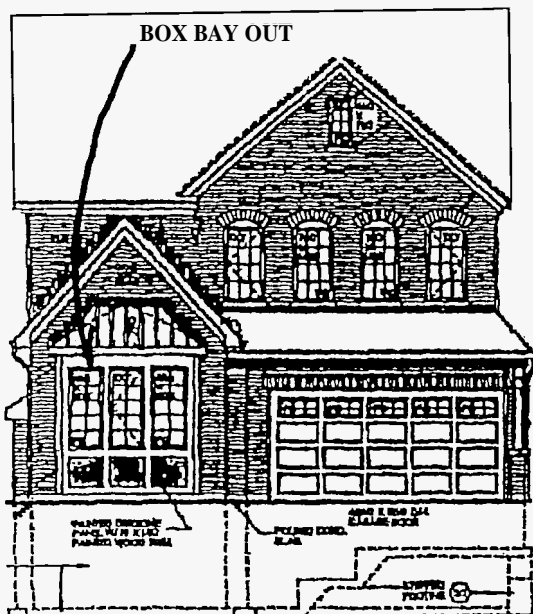
**ROOF SPLIT
(ALL BRICK HOUSE ONLY)**



FULL SIDING VERTICAL

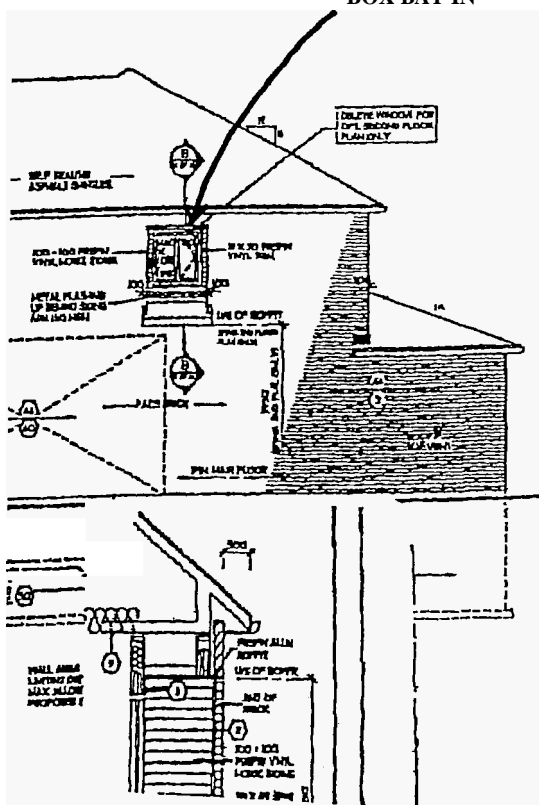


FRONT ELEVATION "B"



FRONT ELEVATION 'E'

BOX BAY IN



SCHEDULE "G"
CREW LEADER PARTICIPATION AGREEMENT

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

WHEREAS said Collective Agreement requires the exterior cladding 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 _____ 2007

Company Name: _____

For The Crew Leader:

For The Union:

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 1

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- and -

CARPENTERS AND ALLIED WORKERS
LOCAL UNION 27 OF THE
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
(hereinafter referred to as the "Union")

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 Board 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 one or more than one oth-

er worker 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 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 makes any payment to the Workplace Safety and Insurance Board, 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 Pieceworker in the filing of applications, and keeping of records for matters of administration relating to Workplace Safety and Insurance Board including but not limited to correspondence, documents, completion of forms and supplying of information to the Workplace Safety and Insurance Board.
4. If any Pieceworker 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 Board as agent for the Pieceworker all penalties, fines, CAD, or other extraordinary payment, provided however that if a worker is injured and a Pieceworker is convicted of an offence under the *Occupational Health and Safety Act*, the Contractor shall be responsible only for 66 2/3 % of such extraordinary payment.
6. The Contractor may refuse to engage or continue to

engage a Piecworker and may dismiss a Piecworker who is consistently responsible for unsafe working conditions.

DATED at _____ this ____ day of _____ 2007

For The Contractor:

For The Union:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 2

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- and -

CARPENTERS AND ALLIED WORKERS
LOCAL UNION 27 OF THE
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
(hereinafter referred to as the "Union")

WHEREAS the Parties wish to ensure timely and accurate payment of Goods and Services Tax (GST) 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 installers/pieceworkers/worker who has gross annual earnings equal to or more than \$30,000 shall obtain a G.S.T. Account number within 30 days of the execution of the Collective Agreement and thereafter prior to commencing work.
2. The installers/pieceworkers/worker shall invoice the Contractor of G.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 installer/pieceworkers/worker, all re-

documents in respect of the payment of such tax.

4. If the installer/pieceworker/worker wishes to file returns and pay G.S.T. directly he/she may collect the monies

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 3

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- 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: DEFICIENT WORK

RE: TROUGHER'S BENEFITS REMITTANCES

1. 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 (48) hours.
2. The Contractor shall be responsible for forwarding all necessary remittances, including Health & Welfare, RRSP, Working Dues and Productivity Bonus, for eavestrough companies conducting business with less than four **(4)trucks**.

DATED at _____ this _____ day of _____ 2007

For The Contractor:

For The Union:

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 4

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- 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: REVIEW OF INDUSTRY PRACTICE
INVOLVING TROUGHERS

RE: COPIES OF "BOOK-IN" INVOICES

WHEREAS the Union and the Contractor have entered into a Collective Agreement, which is effective from September 1, 2007 through April 30, 2010;

AND WHEREAS this Letter of Understanding forms part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

1. The Union and Contractor agree that the Contractor shall review the industry practice as it applies to troughers who own their own vehicle and/or machinery used in their employment and report the results of this review to the Union within six (6) months of the execution of this Agreement.

2. The Union and Contractor agree that the Contractor shall provide to the Union, via its members, a copy of each members' "book-in" invoice form, in order for the Parties to develop an industry standard invoice as agreed to in Article 6.05 of this Collective Agreement.

DATED at _____ this — day of _____ 2007

For The Contractor:

For The Union:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name



LETTER OF UNDERSTANDING NO. 5

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- 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: COPIES OF BENEFIT REMITTANCE FORMS

WHEREAS the Union and the Contractor have entered into a Collective Agreement, which is effective from September 1, 2007 through April 30, 2010;

AND WHEREAS this Letter of Understanding forms part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

1. The Contractor 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 Contractor and the Union agree that the Union shall

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

3. The Contractor and the Union agree that the Union shall, as per Article 6.06, provide copies of the benefit remittance forms to the Contractor.

DATED at _____ this ____ day of _____ 2007

For The Contractor:

For The Union:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 6

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- 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: APPRENTICESHIP TRAINING PROGRAM

WHEREAS the Union and the Contractor have entered into a Collective Agreement, which is effective from September 1, 2007 through April 30, 2010;

AND WHEREAS this Letter of Understanding forms part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

1. The Parties agree to discuss the implementation of an Apprenticeship Training Program, associated productivity standards and potential wage rates for apprentices.

DATED at _____ this _____ day of _____ 2007

For The Contractor:

For The Union:

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 7

Attached to and forming part of
the Collective Agreement

BETWEEN:

RESIDENTIAL SIDING
CONTRACTORS ASSOCIATION
OF GREATER METROPOLITAN TORONTO
(on Behalf of its Affected Member Companies
as Listed in Schedule "E")
(hereinafter referred to as the "Contractor")

- 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: CHERRY PICKER OPERATION
& MAINTENANCE

WHEREAS the Union and the Contractor have entered into a Collective Agreement, which is effective from September 1, 2007 through April 30, 2010;

AND WHEREAS this Letter of Understanding forms part of the aforementioned Collective Agreement;

NOW THEREFORE the Parties agree as follows:

- I. The parties agree to meet to negotiate specific language regarding the proper maintenance and standard of care to be used by workers using cherry pickers provided by the contractors on construction sites.
2. Should the parties be unable to negotiate such terms and language, the matter shall be referred to Jules B. Bloch for binding arbitration.

DATED at _____ this — day of _____ 2007

For The Contractor:

For The Union:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

NOTES

NOTES
RECORD OF MONTHLY PAY

2007	1st Week	2nd Week	3rd Week	4th Week	5th Week	TOTAL
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

NOTES
RECORD OF MONTHLY PAY

2008	1st Week	2nd Week	3rd Week	4th Week	5th Week	TOTAL
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						

**NOTES
RECORD OF MONTHLY PAY**

2008	1st Week	2nd Week	3rd Week	4th Week	5th Week	TOTAL
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

NOTES
RECORD OF MONTHLY PAY

2009	1st Week	2nd Week	3rd Week	4th Week	5th Week	TOTAL
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						

- P -

NOTES
RECORD OF MONTHLY PAY

2009	1st Week	2nd Week	3rd Week	4th Week	5th Week	TOTAL
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

- 2 -

NOTES
RECORD OF MONTHLY PAY

2010	1st Week	2nd Week	3rd Week	4th Week	5th Week	TOTAL
JANUARY						
FEBRUARY						
MARCH						
APRIL						

- 56 -
59