

RESIDENTIAL AGREEMENT

Between

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO
(herein called the "Association")

SOURCE	Union
EFF.	98 06 23
TER.M.	2001 04 30
No. OF EMPLOYEES	800
D'EMPLOYES	DF

- and -

DRYWALL ACOUSTIC LATHING AND INSULATION LOCAL 675
(herein called the "Union")

The Parties hereto agree as follows:

ARTICLE 1 - PURPOSE AND INTENT

1.01 -WHEREAS the Parties hereto desire:

- To promote the Business of Drywall, Lathing and the Acoustic Ceiling Industry, and related skills;
- To insure a standard of efficiency in the industry for the protection of the public;
- To establish and maintain fair conditions for those engaged in the industry; To settle differences which may arise between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH THE PARTIES HERETO AGREE AS FOLLOWS

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees engaged in the work outlined in the Trade Jurisdiction clause of this Agreement, in the Province of Ontario.
- 2.02** The Union recognizes Interior Systems Contractors Association of Ontario as the sole and exclusive bargaining agent for all employers whose employees are represented by the Union and for whom the Union has bargaining rights.

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ARTICLE 3 - UNION SECURITY

- 3.01** The Employer shall only employ members of the Union who are in good standing, as long as the Union can supply qualified employees in sufficient numbers who are capable of performing the work required.
- 3.02** An employer shall not sub-contract work covered by this Agreement except to an employer who is bound by the provisions of this Agreement.
- 3.03** No member of the Union shall be permitted to undertake or contract any work covered by this Agreement unless, prior to commencement of the work, he agrees to be bound by the provisions of this Agreement.
- 3.04** The Union shall not permit its members to perform any work covered by this Agreement other than for a contractor bound by this Agreement.
- 3.05** No person who is a member of management shall do any work which would normally be performed by employees covered herein.
- 3.06** Each employer shall hire all journeymen and apprentices he requires through the Union and each employee must obtain a referral slip from the Union office before starting work.
- 3.07** If the Union cannot meet the employers work force requirements within two working days, the employer may obtain workmen from whatever source is available to him provided that such employees, before commencing work, apply to the Union and comply with all the applicable Union regulations for Membership therein.
- 3.08** An employer shall discharge an employee within 48 hours of notice by a Business Representative of the Union if the employee is not a member of the Union in good standing.
- 3.09** Members of the Union employed by employers bound by the terms of this Agreement shall have unrestricted mobility throughout the Province of Ontario.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

4.01 There shall be no strike, as defined by the Labour Relations Act by the Union and no lockout, as defined by the Labour Relations Act by the Employer during the term of this Agreement.

ARTICLE 5 - APPRENTICES

5.01 To assure the Industry of an adequate supply of properly trained and skilled mechanics there shall be a Joint Training and Apprenticeship Committee to which the Association and the Union shall each appoint two (2) Trustees.

This Committee shall be responsible for:

- (A)** An apprenticeship Program under which the Local Apprenticeship Standard shall be administered and also co-ordinate with the Trades Qualification & Apprenticeship Act R.S.O. 1990 and Amendments thereto.
- (B)** A Journeyman Training Program under which advanced training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts. This Committee shall meet as required.

5.02 APPRENTICES' WAGE

The minimum rate of wages of apprentices shall be a percentage of the minimum hourly rate for journeymen as follows:

0-900 hours	40% of rate plus benefits
901-1 800 hours	50% of rate plus benefits
1801-2700 hours	60% of rate plus benefits
2701-3600 hours	70% of rate plus benefits
3601-4500 hours	80% of rate plus benefits
4501-5400 hours	90% of rate plus benefits

5.03 Apprentices shall receive the same contributions applicable to the Journeyman as outlined in the schedule of wages and contributions

herein. The training period for the Apprentices shall be for a 5400 hour work period. It shall be the responsibility of the Union to advise contractors employing men in their jurisdictional area, of the status of apprentices, as determined by the Local Apprenticeship Committee. The ratio of apprentices to journeymen shall be in accordance with the existing regulations pursuant to the Trades Qualification & Apprenticeship Act R.S.O.1990 Changes to the ratio of apprentices to journeymen may be recommended by the Joint Apprenticeship Board.

5.04 When hiring, the employer agrees to hire and employ a drywall and acoustic apprentice at the Union's request, but in no event shall the employer be required to employ more than a ratio of one (1) apprentice to four (4) journeymen, unless by mutual consent between the Union and the Employer. The Employer agrees that there shall be at least one apprentice paid on an hourly basis at each project, excluding houses and townhouses.

5.05 A record book showing which employer the apprentice has worked for, the type of work performed, and the amount of hours worked shall at all times be kept by the apprentice and signed by each employer for inspection by any prospective employer.

This clause and the rates contained herein shall be in force as of the effective date of this Agreement, but shall only effect Apprentices who become members after the effective date of this Agreement.

5.06 NO APPRENTICE SHALL ACT IN A SUPERVISORY CAPACITY

All apprentices must attend and complete a trade school program for the Drywall and Acoustic trade. The Employer agrees to terminate the employment of any apprentice who does not attend full-time courses at the said school when required or does not complete the said courses upon notification by the Local Apprenticeship Committee. Upon completion of the trade school program the employer for whom the apprentice worked immediately prior to attending school shall re-employ the said apprentice provided that work is available. if no work is available and the apprentice is still unemployed he/she shall be the first employee referred from the Union Hall when the employer is requesting additional manpower.

Any new membership applicant, who is unable to pass an Industry Test as designed by the Local Apprenticeship Committee, and is unable to satisfy the employer and/or Union that he/she has completed an accepted Apprenticeship Training Course, shall be referred to the Local Apprenticeship Committee. The Local Apprenticeship Committee shall make a determination as to the classification of the applicant.

This article will not apply to transfer card members who are journeymen with the United Brotherhood of Carpenters and Joiners of America.

ARTICLE 6 -WAGES

6.01 Hourly Rate, ~~\$26.37~~
The hourly ~~wage rate~~ shall be the same as set out in the Local 675 Appendix to the ICI Provincial Collective Agreement. In the event that the Provincial ICI Collective Agreement wage rate for Local 675 is amended during the course of this agreement, then the wage rate shall be amended accordingly.

6.02 The parties hereto agree that gypsum board drywall applicators may be paid on a remuneration related to production (piece work) basis on residential construction only, in accordance with the following schedules. Rates mentioned herein refer to one thousand square feet of drywall shipped and delivered and substitute for any other monetary clause.

BOARDING - APARTMENT BUILDINGS

Including Senior Citizens and Nursing Homes

June 23, 1998	\$147.00 per 1000 sq. feet + 15%
May 1, 1999	\$158.00 per 1000 sq. feet + 15%
May 1, 2000	\$163.00 per 1000 sq. feet + 15%

BOARDING -WOOD FRAME RESIDENTIAL CONSTRUCTION
Including Single family and RowTown Houses

	8 Feet	9 Feet
June 23, 1998	\$147.00 per 1000 sq. feet + 15%	\$154.00 per 1000 sq. feet + 15%
May 1, 1999	\$155.00 per 1000 sq. feet + 15%	\$160.00 per 1000 sq. feet + 15%
May 1, 2000	\$160.00 per 1000 sq. feet + 15%	\$165.00 per 1000 sq. feet + 15%

No backcharges or deductions shall be made for waste material.

A premium rate in excess of the rate herein shall be paid for 5/8 inch board on ceilings. Ceilings above nine feet in height such as cathedral, curved stairs and the premium shall be negotiated between the employer and the board applicator.

* Skylight premium - 2 x 4 \$40.00 4 x 4 \$85.00

Employees working in the residential (wood frame) housing sector are required to supply screws and nails.

INSULATION RATES

June 23, 1998	\$135.00 per 1000 sq. feet + 15%
May 1, 1999	\$140.00 per 1000 sq. feet + 15%
May 1, 2000	\$145.00 per 1000 sq. feet + 15%

The rate for the application of Poly applied to ceilings where blown or loose fill insulation is to be used, is one cent per square foot. The insulator shall not supply Poly or Staples but is required to sign for material for the purpose of material control only.

STEEL STUDS - Apartments

June 23, 1998	\$133.00 per 1000 sq. feet + 15%
May 1, 1999	\$136.00 per 1000 sq. feet + 15%
May 1, 2000	\$139.00 per 1000 sq. feet + 15%

The piece work rates are limited to light gauge steel studs used in the construction of vertical dividing partitions only. All other metal installation status quo.

- 6.03** All payrolls are to be closed weekly.
- 6.04** Employees to be paid in cash or by cheque at par within 72 hours of closing time of books. Payment of wages to be made weekly.
- 6.05** When an employee is laid off from a job on a scheduled regular lay off, he shall be paid in full on the day of layoff and given possession of all his documents. In the event that the Employer cannot give the documents at that time, he shall forward by registered mail within forty-eight (48) hours all monies owing and documents to the employee's last known address recorded with the Employer. The forty-eight (48) hour period is exclusive of Saturdays and statutory Holidays.

When an employee is laid off, one (1) hours notice is to be given. If the employer fails to give the employee one (1) hours' notice in advance of layoff, the employee shall be paid an additional one (1) hours' pay at straight time rates.

- 6.06** Where an employee is discharged for just cause the employer shall forward his pay to him by registered mail within two (2) working days from time of discharge.
- 6.07** Each employee shall receive a statement or statements which shall indicate:
- (a) The name of the employer and the employee
 - (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 travelling and board allowance.
- 6.08** Every employee working on production (piecework) shall receive from their employer with their pay, a statement showing company name, employee name, date of work performed, job site and location, either lot or suite number, amount paid per square foot, and square footage applied, all extra work paid for and amount, gross wages and cheque number.

ARTICLE 7 - FOREMAN

- 7.01** Each employer shall employ a working foreman on each project, excluding houses and townhouses. The working foreman shall be paid a premium of \$2.00 per hour above the journeymen's rate. The working foreman shall have been a member in good standing with the Union for a period of one year and shall continue his good standing therein.

ARTICLE 8 - HOLIDAYS AND VACATIONS

- 8.01** The following days shall be recognized as statutory Holidays for the purposes of this Collective Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

And any other Holiday proclaimed by the Federal Government. When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the Holiday or holidays shall be observed on the day or days following the weekend.

Any work performed on a holiday shall be paid for at double the regular hourly rate applicable.

- 8.02** Employees shall be paid vacation and statutory holiday pay in the amount of ten per cent (10%). That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standard Act, as amended from time to time, and the balance shall be in lieu of payment for recognized Statutory Holidays.
- 8.03** The Employer shall forward the employee's accumulated Vacation Pay monthly and in accordance with Article 9.00 herein to the designated administrator of the Vacation Pay Trust Fund.
- 8.04** Vacation Pay shall be paid from the Fund twice annually, July 1st. and December 1 st.

**ARTICLE 9 - BENEFIT PLANS, HEALTH AND WELFARE, PENSION,
S.U.B., APPRENTICESHIP TRAINING AND VACATION PAY**

9.01 There shall be an employer contribution to cover fringe benefits, including Welfare, Pension, S.U.B., Apprenticeship Training, Union Dues and Industry Fund in the amount of \$5.46, per hour worked by each employee or 15% of gross earnings for board applicators, insulators and steel stud applicators. The benefit rate shall be same as set out in the Local 675 Appendix to the ICI Provincial Collective Agreement, In the event that the Provincial ICI Collective Agreement benefit rate for Local 675 is amended during the course of this agreement, then the benefit rate shall be amended accordingly.

The allocation of these funds shall be as per the Trust Agreements designated as in Schedule "B" Fringe Benefits and Union Dues payments shall be sent by the employer to the Administrator designated by the Trustees, and made payable to the Trustees of Local 675, Employee Benefit Trust Fund.

9.02 The parties hereto agree that all fringe benefit plans of funds shall be jointly trusted by a number of Trustees appointed by the Association and a like number of Trustees appointed by the Union.

9.03 Contributions and/or deductions shall be forwarded by first class mail, postmarked no later than the 15th day of the month following the month in which the hours have been earned, or delivered by the 20th day of the month following the month in which the hours have been earned together with supporting information entered on a reporting form as designated by the Trustees. At no time shall the contributions and/or deductions be paid directly to the employee.

9.04 In the event that an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.03, the employer shall pay to the Trustees, as liquidated damages and not as penalty, and amount equal to five per cent (5%) of the arrears for each month or part thereof (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears provided the employer has received (5) days prior written notice to correct such delinquency and has not done so.

- 9.05** If a violation is suspected the Trustees shall be empowered to order a full audit by an independent auditor of all financial books, records and documents of an Employer. The Employer shall permit such Auditor to enter upon its premises and to examine all books of account, documents, vouchers, payrolls, records, time sheets or other material which may be relevant to the said audit, inspection or examination and to make inquiries of the Employer or any person employed or otherwise engaged by the Employer, which person shall produce all books of accounts, documents, vouchers, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination in order to ensure the employer has been complying with the terms and conditions of the Agreement and the Collective Agreement, including and without limiting the generality of the foregoing, complying with its obligations to make contributions.
- 9.06** Where the Trustees appoint an auditor, the cost of the audit shall be borne by the appropriate funds or plans but the cost of the audit shall be borne by the employer if the employer is found to be in deliberate violation.
- 9.07** In the event such audit reveals that the employer has failed to forward or deliver contributions in accordance with the provisions of this Agreement, the employer shall, within five (5) days of receipt of written notice from the Trustees, forward or deliver all outstanding contributions plus any penalties along with complete supporting contribution report as required by the fund or plan.
- 9.08** Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions in accordance with the provisions of the Agreement, the penalty provisions as expressed in 9.04 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.
- 9.09** If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 9.03 unless such employer is no longer active in the area and has filed a termination report.
- 9.10** The interest accrued from the monies in the Vacation Pay fund shall be used as follows, and in the following order of priority:

- (1) To defray the cost of administering the Vacation Pay Fund:
- (2) To make good Vacation Pay fund Monies defaulted by any employer in accordance with the provision of the Vacation Pay Trust Agreement.
- (3) To accrue to the benefit of, and be paid to the Association annually, provided that at all time a proper reserve fund be maintained in the Vacation Pay Trust Fund.

ARTICLE 10 - ASSOCIATION INDUSTRY FUND

- 10.01 (A) Each Employer bound by this Agreement shall contribute fifteen cents (\$0.15) per hour for each hour earned by each employee covered by this Agreement to the Association Fund.
 - (B) The Employer shall remit such contributions with the other contributions under Article 9 together with the supporting information as required by the Trustees on the reporting forms.
 - (C) Such contributions shall be immediately distributed to the local or trade association by the administrator of the funds.
 - (D) The Employers agree to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of such contribution.
- 10.02 Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to remit delinquent contributions in accordance with the provisions of this Agreement, the penalty provision as expressed in 9.04 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

ARTICLE 11 -TRAVEL AND BOARD ALLOWANCES

- 11.01 The Employer shall pay employees who are required to travel to and from jobs each day, the travelling allowances as set out in the following table.

Radius from the City Hall or Municipal Building of the Locality wherein the employer's principal business office is established, or the locality of the Union from which the men are requested.

Up to 48 kilometers	Nil
48 kms to 64 kms	\$6.00 per day
64 kms to 96 kms	\$18.00 per day
90 kms to 160 kms	\$24.00 per day
160 kms to 240 kms	\$50.00 per day (room and board for 5 days)
Beyond 240 kms	\$50.00 per day (room and board for 7 days)

- (b) On projects located more that 160 kilometer radius an employee shall be paid in addition to room and board allowance, a travelling allowance of thirty-two cents (\$0.32) at the start and completion of the project or the termination of his employment.

ARTICLE 12 - HOURS OF WORK

- 12.01** For hourly rated employees on high rise residential apartments, senior citizens, and nursing homes the regular hours of work shall be 40 hours per week. The maximum number of working hours per day shall be 8, Monday through Friday, from 7.30 a.m. to 4:00 p.m. Work outside of these hours shall be overtime work save and except the provisions relating to shift work. The regular hours of work per day may be adjusted by mutual consent of the parties and time and one half shall be paid for any time in excess of the regular working day. Notwithstanding the foregoing the board applicators shall be allowed 8 hours per week make up time and shall be exempt from the above scheduling of hours and days.
- 12.02** All work performed on Saturday, Sunday or any of the Holidays listed in Article 8.01 shall be paid for at double the regular rate of pay.
- 12.03** If a second shift is worked by the employer, employees on such shift shall receive eight (8) hours pay for seven (7) hours work.
- 12.04** The rate of pay for occupied premises work outside of the regular working day shall be at straight time rates.

- 12.05** The employer agrees to notify the Union of all scheduled overtime work and the names of the employees who will work the overtime and the job site on which they will be working. In the case of Saturday or Sunday overtime, the employer shall notify the Union before 1:00 p.m. of the preceding Friday.

ARTICLE 13 - BUSINESS REPRESENTATIVES

- 13.01** The Employer will not object to the Business Representative having access to all jobs during working hours, but in no case shall his visit interfere with the progress of the work. When visiting a job he will advise the employer's representative on the job.

ARTICLE 14 - JOB STEWARDS

- 14.01** Where, in the opinion of the Union, a job steward is required, the Business Manager or his representatives shall make such appointment from among the Contractor's regular employees who are qualified journeymen and, if possible, one in possession of a Class A safety certificate from the Construction Safety Association of Ontario.
- 14.02** The steward's first duty is to the work required to be performed by him for the contractor. He shall, however, be responsible for administering this Agreement, safeguarding the interest of the Union on the job site and reporting any infraction thereof to the contractor's foreman and the Union. He shall also report all infractions of government safety regulations to the foreman on the job and to the Business Representative of the Union. He shall be allowed to keep a report of the workers hired, also laid off or discharged. The Steward shall be permitted to carry out his duties during working hours without loss of pay.
- 14.03** The Steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to the hospital or home without loss of time.
- 14.04** The Steward shall be one of the last two (2) journeymen employed on the job provided he has the trade qualifications to perform the work required.

- 14.05** The Steward will not be transferred to another project of the employer unless by mutual consent of the parties involved.
- 14.06** At no time shall the employer discriminate, harass or intimidate any member of the Union who is appointed as a Job Steward.

ARTICLE 15 - GENERAL WORKING CONDITIONS

- 15.01** All apprentices must work under the supervision of a journeyman.
- 15.02** The employer will permit a refreshment break at the employee's place of work once in the morning and once in the afternoon. The time will be scheduled by the employer so as not to interfere with the orderly progress of the job and shall not exceed ten (10) minutes.
- 15.03** A tool lock-up shall be provided by the employer on all jobs, sufficient to hold all employee's tools, An employer failing to provide a satisfactory lock-up for tools of the members shall be held financially responsible for their replacement in the event of theft.
- 15.04** Sanitary drinking facilities shall be provided by the employer.
- 15.05** Whenever any employee is directed by the employer to report to any project to work, and the job is not ready through causes over which the employee has no control, and if the employer has no other work for the employee on that day, then such employee shall be paid as reporting time, two (2) hours for the day and shall stay at the job for two (2) hours for which they are being paid.
- 15.06** The Union agrees that if any Union member is found to work on a piece-work basis "in the I.C.I., Construction sector:' the member will be fined to the maximum penalty provided for, in the Union Constitution and the Trade By-Laws.

ARTICLE 16 - SAFETY

- 16.01** Foremen, Journeymen and apprentices 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 employer.

- 16.02** When an employee is injured and leaves the job for medical attention and when decided by the doctor he is unable to return to the job because of the injury, he shall be paid for the full day. Transportation shall be supplied by the employer when necessary to a doctors' office or a hospital.
- 16.03** The employer shall supply adequate scaffolding for employees to safely install all work to be performed, as required by the Occupational Health and Safety Act and Regulations for Construction Projects.
- 16.04** The Union agrees to take an active roll in the education of its members in Workmen's Compensation matters.

ARTICLE 17 -TOOLS

- 17.01** The employee shall supply himself with the following kit of tools:
- 1 -Tool Box; **1-50 Ft** Tape Measure; 1 pair of **Wiss Snips**;
 - 1 - Chalk Line; 1 - **1-1/2** lb. Hammer; 1 - Adjustable Hacksaw;
 - 1 - Hand Deck Punch; 1 - Gypsum Knife; 1 - Hand Saw;
 - 1 - Key/Hold Saw; 1 - Pair Nippers; 1 - Plumb Bob; 1 - **24"** Spirit Level; 1 - Magnetic Punch;
 - 1 - **Gyproc** Axe; 1 - Screw Gun; 1 - **12 Foot Tape** and 1 - **100** foot extension cord.
- 17.02** All other tools and equipment are to be supplied by the employer. In case of a breakdown of the employee's screwgun the employer shall make available a temporary replacement for one (1) week only.
- 17.03** Apprentices will be required to supply their own screw gun after one (1) year of apprenticeship.
- 17.04** If the employee reports to the project for work without the proper tools to perform the work he shall not be entitled to a reporting allowance.

- 17.05** Where the employer supplies any tools, the employee will sign for same and be responsible for its return, failing which the employee will compensate the employer for same.
- 17.06** The Employer shall supply heavy duty screwguns which are required in the installation of light weight exterior component systems, and the installation of metal studs or track 20 gauge or heavier.

ARTICLE 18 -TRADE JURISDICTION

- 18.01** The employer recognizes the trade jurisdiction of the Union and agrees to assign the work of such jurisdiction to the employees covered by this Agreement.
- 18.02** The installation of all materials and component parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum board, all integrated ceiling heat panels, all radiant ceiling heat fill, all main tees, splines, splays, wall and ceilings angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation; all work in connection with the installation erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracing, fire-blocking, resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, mouldings, base, and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and thermal insulation materials; the installation of fixture attachments including all lay out work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, tying and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels, backing board,

installation of any material used as a base for thin coat plaster, acoustical material of mineral or fibre; the installation of lead baffles, insulation material, bead board and rigid insulation, metal and/or plastic compositions, including monolithic adhesives or any material attached to the above described metal construction . The installation of all pre-built, either on-site or off site, light weight exterior component systems, such as but not limited to Outsulation and Drivit system including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work.

- 18.03** No limitation shall be placed on the work covered by this trade jurisdiction by reason of the surface or texture or purpose for which the material described herein is used, designed or intended.
- 18.04** The trade jurisdiction includes the handling and clean up of all materials listed in the Sections of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction.
- 18.05** "Demolition work and dismantling of all reusable material pertaining to acoustic and drywall work jurisdiction shall be performed by employees covered by this Agreement".

ARTICLE 19 - MANAGEMENT RIGHTS & UNION OBLIGATIONS

- 19.01** The Union agrees and acknowledges that the Employer has exclusive rights to manage the business and to exercise such rights without restriction, save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing it is the exclusive function of the Employer:
 - (a) to transfer, hire, direct, promote, demote, lay-off, discipline and discharge for just cause employees and to increase or decrease the working forces in accordance with the terms of this Agreement.
 - (b) to determine the materials and methods to be used, design of the products to be handled, facilities and equipment required.

- (c) It is agreed that the rights mentioned in Section 01 above shall not be exercised in a manner contrary to the provisions of this Agreement.
- 19.02** The Union agrees that in all instances where it is advised by the Association of the existence of an employer employing employees engaged in the work outlined in the Trade Jurisdiction clause of this Agreement in the Province of Ontario in competition to any employer covered by the provisions of this Agreement, the Union will use its best efforts to forthwith ascertain if any such employer wishes to be represented for Collective Bargaining purposes by the Union and in such event to take such steps as may be reasonably appropriate to obtain Bargaining Rights for such employees.
- 19.03** The Union agrees that upon being advised by the Association of any Union member leaving the employment of any employer covered by this Agreement for work with a competing contractor not covered by the provisions of the Agreement, it will take appropriate steps to discipline such Union member, or alternatively The Joint Labour Management Committee may direct the Welfare Administrator, Trustees or the Union to refuse said members the privilege of pay direct contributions until "such time as the matters are rectified."
- 19.04** The Union agrees that it will apply the Provisions of this Agreement in an even handed and fair manner as regards to each of the employers covered by the provisions of this Agreement.
- 19.05** The Union agrees that it will advise the Association within three (3) days of the execution of any Collective Agreement with respect to any employers engaged in the work outlined in the Trade Jurisdiction clause of this Agreement in the Province of Ontario of the name, address and other pertinent particulars of the employer covered by such Agreement. The Association agrees that it will advise the Union of any applications received by it for membership in the Association.
- 19.06** In the event that the Union or any employer is in default in performing any of their obligations under this Agreement, said matters will be referred by either party to the Joint Labour Management Committee before proceeding to any other tribunal. The Committee shall meet within the time limitations set upon it, and deliberate upon the matter

giving rise to the complaint. Thereafter the Committee shall direct the offending party to rectify the matter or alternatively give a directive to the Welfare Benefit Plan Trustees and/or the Fund Administrator to take whatever reasonable actions that may be required.

ARTICLE 20 - SEVERABILITY

- 20.01** Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of existing or subsequently enacted Provincial or Federal Legislation or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

ARTICLE 21 - SUCCESSOR AND ASSIGNS

- 21.01** This Agreement shall be binding upon the employer and heirs, successors and assigns, if the employer's business is purchased, assumed and/or continued by any corporation, partnership or single proprietorship, then this Agreement shall continue in full force and effect as if it had been originally signed by the successor or assignee, and the contractor must give the Union written notification prior to any change of company status.
- 21.02** The Union hereby agrees that it will not sign any agreement with any contractor or employer which contains any more favorable clauses, terms or working conditions, than those set out in this Agreement and will not supply men to non-signatories.

ARTICLE 22 - DURATION, CHANGES AND RENEWAL

- 22.01** This Agreement shall become effective June 23, 1998 and shall continue in effect until the 30th day of April 2001 and shall be renewed triennially thereafter unless either party shall furnished the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days before the 30th day of April 2001 or in a like period in any triennial year thereafter.

ARTICLE 23 - JOINT LABOUR MANAGEMENT COMMITTEE

- 23.01** There shall be established forthwith a Joint Labour Management Committee ("Committee"). The Committee shall be comprised of two representatives of ISCA, and two representatives of the Union. Decisions of the Committee shall be by a simple majority. The Committee shall, in exercising its powers, in no way supersede the powers, duties and responsibilities of the Trustees of the Local 675 Members Benefit Trust Funds.
- 23.02** Any dispute, difference, controversy or grievance in relation to any monetary clause of the Collective Agreement (which shall include any complaint that an employer is employing non-union labour) will be referred in the first instance to the Committee.
- 23.03** The Committee will meet to discuss any such dispute or grievance within three days of the first notice in writing of such dispute or claim of the alleged violation, and shall reach a decision within five days of receiving first notification.
- 23.04** The Committee shall review at such meeting, any documentation and hear such representations by the Employer and the union in relation to the alleged violation. In circumstances where the Committee has determined that there is a deliberate violation of the Agreement, the Committee shall determine on what basis and upon what terms the matter may be settled. Where the parties all agree with the Committee's decision, Minutes of Settlement shall be entered into and the decision and the Minutes of Settlement shall be entered into and the decision and the Minutes of Settlement shall be final and binding upon all the parties.
- 23.05** In the event the Committee is unable to agree, or in the event that either the Employer or the union wishes the matter to be referred to an Arbitrator for determination, the matter shall be referred to the Arbitrator or his alternate as a sole arbitrator.
- 23.06** On receiving a Notice to Arbitrate, the Arbitrator shall convene a hearing within five working days. The Notice to Arbitrate shall contain a statement of the alleged breach of the Collective Agreement, including

the Articles breached and relief requested. The Notice to Arbitrate shall also contain particulars of the alleged breach.

- 23.07** The Arbitrator shall conduct a hearing at the offices of ISCA at a time to be determined by him and shall make such order(s) as he deems appropriate at the conclusion of the hearing and shall supply written reason within thirty days unless the parties agree that he do so. The Arbitrator's decision shall be final and binding and enforceable pursuant to the terms related to Arbitration's under the Labour *Relations Act*.
- 23.08** In circumstances where no Minutes of Settlement have been entered into, and in which the matter is referred to an Arbitrator, the Committee, with reasonable cause, which shall include those situations where the Committee has decided that there is a deliberate violation of the Agreement, may request that an independent accountant perform an audit of the payroll records of the Employer. Such direction shall include a specified period of time to review not to exceed six months from referral to the Committee as well as specific job or job sites within the specified period of time.
- 23.09** In the event an Employer is found in deliberate violation of this Agreement, the Arbitrator shall order such Employer to pay an amount equal to the full costs of the Arbitrator, in addition to any damages for which the Employer is liable. Such monies shall be paid into a jointly administered fund called the Joint Labour Management Grievance and Administration fund as described hereafter.
- 23.10** The Arbitrator shall order that the Employer shall immediately be required to pay the full amount owing. The Employer shall, within 48 hours, post a cash bond for an amount equal to the full amount found owing. Any Employer found in deliberate violation of the Agreement by the Arbitrator a second time, shall forfeit the said cash bond to the fund, and shall immediately have its membership revoked. Furthermore, the Employer shall be required to deposit cash or an irrevocable letter of credit with the Union in an amount equal to \$5,000.00 per employee, based on the highest number of employees reported on its payroll in the preceding four months prior to the violation. If the Employer requires a number of employees greater than the highest number of employees on its payroll in the preceding four month period, it shall deposit with the Union an additional \$5,000.00 per employee, required in the form

of cash or irrevocable letter of credit. After 12 months from the award, the former member may apply for membership as a new member and be required to pay the new membership initiation fee and, if accepted, its cash or irrevocable letter of credit shall be returned to it by the Union.

- 23.11** The Union shall be responsible for collecting the full amount of the award of the Committee and/or Arbitrator from the delinquent Employer and the Employer shall be responsible for payment of same,
- 23.12** The Union shall notify the Association of all grievances under the Agreement which its files against any Employer. The Association shall immediately notify the Union of any Employer whose membership is revoked or who, for whatever reason, withdraws its membership from the appropriate Association.
- 23.13** The Union shall not settle any of its grievances for delinquency including improper payment of wages which has been referred to the Committee, without first obtaining the approval of the Committee, which approval shall not be unreasonably withheld.
- 23.14** Any of the parties to this Agreement, being ISCA or Local Union 675 shall have the right to revoke this Article in its entirety by giving 10 days written notice of its intention to revoke the said Article to the other party.
- 23.15** The Committee will also meet on a regular basis to deal with matters of common interest and concern to the Drywall and Acoustic Industry within Local 675 geographical jurisdiction. It will meet within three days of either party requesting such a meeting.
- 23.16** The Committee will also receive requests from Employers and make decisions in relation to those requests on matters relating to labour sensitive projects. Any decision in this regard rendered by the Committee, shall be forwarded in writing forthwith by the Committee to ISCA and the Union and shall be binding on all parties. Such decisions of the Committee shall be made by a simple majority.

**ARTICLE 24 - JOINT LABOUR MANAGEMENT AND GRIEVANCE
ADMINISTRATION FUND**

- 24.01** There shall be established forthwith a Joint Labour Management Grievance and Administration Fund ("fund"). The fund shall be administered by two Trustees of ISCA and two Trustees of the union. Any decision of the Trustees of the fund shall be by a simple majority. The Trustees of the fund shall in no way exercise their power to supersede the powers, duties and responsibilities of the Trustees of the Drywall Acoustic Lathing and Insulation Local 675 members Benefits Trust Fund. The fund is to be comprised of the amount received pursuant to a decision of the Committee or an Arbitrator's award but shall not include those amounts which constitute benefits, contributions and/or deductions.
- 24.02** The Trustees of the fund shall distribute the monies in the fund firstly to fully compensate by way of amounts owing for wages to employees who have brought allegations of violation of the Agreement to the Union and if any amount are remaining to pay for the expenses incurred by the Committee which are approved by the Trustees.
- 24.03** Any employee who has not voluntarily provided information of allegations of violations of the Agreement to the Union will not receive compensation for the difference in his wages. Furthermore, any employee who has not voluntarily come forth with evidence of a violation of the Agreement shall not be permitted by the Union to work for the Employer for who he was working, for a period of up to six months and shall not be given referral slip to that Employer by the Union, for a period of time as determined by the union that he shall not work for that Employer. In the event that such an employee subsequently refuses or fails to provide information of allegations in violation of the Agreement to the Union, he may be suspended by the Union for a period to be determined by the Union and he shall not be referred to an employer covered by the terms of this collective agreement for such period. Any employee who has not been paid wages in accordance with the terms of this Collective Agreement must notify the union within 28 days of his knowledge of the underpayment. If an employee does not do so, he will not be entitled to receive any compensation therefore, and any funds recovered shall be to the credit of the Joint Labour Management

and Grievance Administration Fund. In relation to benefits the 28 day period shall be extended to 90 days.

- 24.04** The Union shall post an irrevocable letter to the benefit of the Association in the sum of \$25,000.00. If in the opinion of the majority of the Joint Labour Management Committee the union has failed to enforce the Collective Agreement or failed to expeditiously proceed on information provided to it by the parties, or refused to do so, or in any other way failed to meet its obligations under the terms of this Collective Agreement, the Association may call upon the irrevocable Letter of Credit and the Union shall replace the said Letter of Credit within 48 hours.

ARTICLE 25 -VOLUNTARY AGREEMENT

- 25.01** Voluntary recognition of the Union by an employer shall be confirmed by signing the voluntary recognition agreement, a copy of which is attached hereto as Schedule "A".

ARTICLE 26 -AMENDING CLAUSE

- 26.01** The terms and conditions of this agreement may be amended by written agreement between the Association and the Union.

ARTICLE 27 - SECURITY FOR PAYMENT OF WAGES & BENEFITS

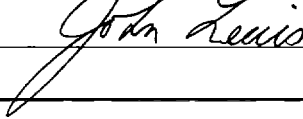
- 27.01** It is agreed that the Union and I.S.C.A. will continue to meet together where necessary, to endeavor to agree a new article for security for payment of wages and benefits.

IN WITNESSTHEREOF the parties through their duly **authorized** officers
have executed this Agreement this **23rd** day of June, **1998**.

**INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION OF ONTARIO**



**DRYWALL, ACOUSTIC, LATHING AND
INSULATION, LOCAL 675**
of the
**UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**



SCHEDULE "A"

AGREEMENT

Between:

**DRYWALL, ACOUSTIC LATHING AND
INSULATION LOCAL 675 OF THE
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

(hereinafter referred to as "the Union")

- and -

**INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION OF ONTARIO**

(hereinafter referred to as "The Employer")

WHEREAS the Union has entered into a collective agreement effective as of the 23rd day of June, 1998 and expiring on the 30th day of April, 2001 ("the Collective Agreement") with the Interior Systems Contractors Association of Ontario ("ISCA"), the accredited employer's organization for carpenters and carpenters' apprentices, in the Province of Ontario, performing certain work within the residential sector of the construction industry;

AND WHEREAS the Union has demonstrated to the Employer that it has, as its members, a majority of the employees in the employ of the Employer engaged in work of carpenters and carpenters' apprentices, in the Province of Ontario, and the date hereof and is, therefore, entitled to represent such employees:

NOW, THEREFORE, THIS AGREEMENT WINNESSETH that the Union and Employer have agreed as follows:

- 1 The parties acknowledge that the recitals herein are true in substance and in fact, without limiting the generality of the foregoing, the Employer acknowledges that it has satisfied itself that the Union represents a majority of carpenters and carpenters' apprentices in its employ, as of the date hereof.

- 2 The Employer recognizes the Union as the sole and exclusive bargaining agent of all journeymen and apprentice carpenters, other than millwrights, employed by the Employer, in the Province of Ontario, and engaged in the residential sector of the construction industry.
- 3 The Employer and the Union further agree and acknowledge that this Agreement shall constitute a Voluntary Recognition Agreement within the meaning of the Ontario Labour Relations Act.
- 4 The Employer shall be bound by the Collective Agreement in respect of work coming within the scope of the Collective Agreement, in the Province of Ontario, and hereby acknowledges and agrees to recognize, observe and be bound by all of the terms, conditions and provisions of the Collective Agreement and any amendments or renewals thereof. The Employer further acknowledges that it is in possession of the Collective Agreement and has familiarized itself with all of the terms, conditions and revision therein.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SCHEDULE "B"

PARTICIPATION AGREEMENT

PURSUANT TO A Collective Agreement (Hereinafter called the "Collective Agreement") between the Interior Systems Contractors Association of Ontario (Hereinafter called the "Association"), and the Drywall Acoustic Lathing and Insulation Local 675 of the United Brotherhood of Carpenters and Joiners of America (Hereinafter called the "Union") providing for a Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and an Industry and Promotion Fund to fund a plan of Benefits (Hereinafter called the "Benefit Plan") for the employees in the construction industry, in the Province of Ontario, and in consideration of the extension of such Benefit Plan, to cover employees of Employer, the Employer covenants and agrees to pay contributions in respect of such Benefit Plan, to the Trustees or as the Trustees may direct, in accordance with the provision of the Collective Agreement, in effect from time to time between the Association and the Union, and the Provisions of the Agreement and Declaration of Trust governing the Benefit Plan as the same may from time to time be amended, supplemented or replaced, and the Employer further covenants and agrees to otherwise observe and be bound by the provisions of such Collective Agreement with respect to the Benefit Plan and the Provisions of the Agreement and Declaration of Trust governing the Benefit Plan as the same may be amended, supplemented or replaced, and to provide to the Trustees or as they may direct such information respecting names of covered employees employed, hours worked and other relevant data as the Trustees may from time to time require in such form or forms as the Trustees may from time to time designate.