

RESIDENTIAL AGREEMENT

Between

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

- 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.

1.02 The pieceworkers referred to herein shall be dependent contractors hence employees for purposes of the Ontario Labour Relations Act and self-employed persons for taxation purposes and the use of the work "employee" in this Collective Residential Agreement shall not be deemed to create or intended to create any relationship other than that described in this paragraph.

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 or pieceworkers 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 or pieceworkers are represented by the Union and for whom the Union has bargaining rights.

ARTICLE 3 - UNION SECURITY

3.01 The Employer shall only employ or hire 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 or pieceworkers covered herein.

3.06 Each employer shall hire all journeymen and apprentices he requires through the Union and each employee or pieceworker 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 or pieceworkers, 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 or pieceworker within 48 hours of notice by a Business Representative of the Union if the employee or pieceworker is not a member of the Union in good standing.

3.09 Members of the Union employed or hired by employers bound by the terms of this Agreement shall have unrestricted mobility throughout the Province of Ontario.

3.10 Only those members who are in possession of a Certificate of Qualification or Certificate of Apprenticeship or equivalent shall be dispatched from the Union Hall.

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
901-1800 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 or hire as a pieceworker 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 or pieceworker 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.

5.07 Apprenticeship Fund

May 1 st , 2001	\$0.20 per hour
May 1 st , 2002	\$0.20 per hour
May 1 st , 2003	\$0.25 per hour

ARTICLE 6 -WAGES

6.01 Hourly Rate: \$27.81

The hourly rate negotiated in the ICI sector will be applied to this agreement. 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

Boarding – Apartments 8 Feet

May 1 st , 2001	\$165.00 per 1000 sq. feet + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$170.00 per 1000 sq. feet + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	Hourly		

Boarding – Apartments 9 Feet

May 1 st , 2001	\$175.00 per 1000 sq. feet. + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$180.00 per 1000 sq. feet. + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	Hourly		

Boarding – Apartments 10 Feet

May 1 st , 2001	\$185.00 per 1000 sq. feet + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$190.00 per 1000 sq. feet + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	Hourly		

INSULATION

Apartments

May 1 st , 2001	\$150.00 per 1000 square feet + 16% Benefits
May 1 st , 2002	\$153.00 per 1000 square feet + 17% Benefits
May 1 st , 2003	Hourly

BOARDING – WOOD FRAME RESIDENTIAL CONSTRUCTION
Including Single family and Row Town Houses

Boarding – Woodframe Houses 8 Feet

May 1 st , 2001	\$160.00 per 1000 sq. feet + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$165.00 per 1000 sq. feet + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	\$170.00 per 1000 sq. feet + 18%	Corner Beads	\$0.14 per linear foot

Boarding – Woodframe Houses 9 Feet

May 1 st , 2001	\$170.00 per 1000 sq. feet + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$175.00 per 1000 sq. feet + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	\$180.00 per 1000 sq. feet + 18%	Corner Beads	\$0.14 per linear foot

Boarding – Woodframe Houses 10 Feet

May 1 st , 2001	\$200.00 per 1000 sq. feet + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$205.00 per 1000 sq. feet + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	\$210.00 per 1000 sq. feet + 18%	Corner Beads	\$0.14 per linear foot

No backcharges or deductions shall be made for waste material.

A premium rate in excess of the rate herein shall be paid of 5/8 inch board of \$50/1000 square feet for low rise residential houses.

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

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

STEEL FRAMED HOUSES

May 1 st , 2001	\$185.00 per 1000 sq. ft. + 16%	Corner Beads	\$0.12 per linear foot
May 1 st , 2002	\$190.00 per 1000 sq. ft. + 17%	Corner Beads	\$0.12 per linear foot
May 1 st , 2003	\$195.00 per 1000 sq. ft. + 18%	Corner Beads	\$0.14 per linear foot

INSULATION RATES

Houses

May 1 st , 2001	\$147.00 per 1000 square feet + 16%
May 1 st , 2002	\$150.00 per 1000 square feet + 17%
May 1 st , 2003	\$155.00 per 1000 square feet + 18%

STEEL STUD

Apartments

May 1 st , 2001	\$149.00 per 1000 linear feet + 16% Benefits
May 1 st , 2002	\$155.00 per 1000 linear feet + 17% Benefits
May 1 st , 2003	Hourly

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.

EXTRAS

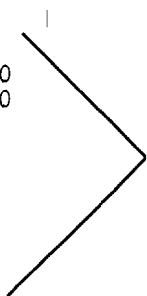
Bull-nose Corner Beads \$0.20 per linear foot

A premium rate for houses where “**OPENTO ABOVE**” area is 8’ x 8’ floor area, and 10 feet in height shall apply. This premium rate shall also apply to Cathedral Ceilings that meet or exceed these dimensions. This premium rate applies per unit.

May 1 st , 2001	\$75.00
May 1 st , 2002	\$100.00
May 1 st , 2003	\$100.00

A premium rate for houses where “**OPEN ROUND TO BASEMENT**” shall apply

Open Round Stairs	May 1 st , 2001	\$30.00
	May 1 st , 2002	\$50.00
	May 1 st , 2003	\$75.00



A premium rate for pot lights shall apply of \$2.00 per pot light for every pot light after five.

Durock	May 1 st , 2001	\$0.25 per square foot
	May 1 st , 2002	\$0.25 per square foot
	May 1 st , 2003	\$0.30 per square foot

The rate for the application of Poly applied to ceilings where blown:

May 1 st , 2001	\$0.01 per square foot
May 1 st , 2002	\$0.02 per square foot
May 1 st , 2003	\$0.02 per square foot

Furring Channel, Resilient Channel to be paid as per Steel Studs Apartments

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 Hourly rated 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 hourly rated 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 hourly rated 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 hourly rated 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 hourly rated 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 pieceworker working on production shall receive from their employer with their remuneration, a statement showing company name, pieceworker 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 with remuneration, gross remuneration and cheque number. Each pieceworker shall deliver to the company a completed worksheet in the form attached at Section 6.09.

6.09 All contractors must complete trade work sheets provided by the Union, or an equivalent document containing the same information, weekly. The employee/pieceworker shall be given one copy. The union shall pick up a copy two business days after the close of the payroll.

***** INSERT TRADE WORKSHEET ******

6.10 The employer shall pay all employees/pieceworkers working on the employer's site.

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 10% above the journeyman'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 week-end.

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 1st.

8.05 This Article shall have no applicability to the pieceworker.

**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 all of whom are pieceworkers. 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 sup-

porting 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 **an amount in accordance with the below schedule** per hour for each hour earned by each employee covered by this Agreement to the Association Fund.

May 1 st , 2001	\$0.20 per hour
May 1 st , 2002	\$0.20 per hour
May 1 st , 2003	\$0.25 per hour

- (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 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 than 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 44 hours per week. The maximum number of working hours per day shall be 9. Monday – Thursday 7:00 a.m. – 4:30 p.m., on Friday the working hours will be 8. 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.

12.06 Article 12 shall not have any applicability to the pieceworkers referred to herein.

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.

17.07 Article 17 shall have no applicability to the pieceworker.

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 or pieceworkers 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. The installation of exterior siding and soffit of cellulose fibre, reinforced cement building boards.

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 enact-

ed 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 *May 1st, 2001* and shall continue in effect until the *30th day of April 2004* 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 2004* or in a like period in any triennial year thereafter.

ARTICLE 23 - GREIVANCE PROCEDURE

23.01 Any dispute between any of the parties hereto or any person upon whom this agreement is binding shall be adjusted under the following provisions.

23.02 Step #1

Any dispute, difference or controversy arising out of this agreement shall first be discussed between the employee and or the local Business Representative and the Employer or the Employers Representative within 28 calendar days of the occurrence of the grievance. For Article 9 Benefit Plans, Health & Welfare, Pension, S.U.B., Apprenticeship Training and Vacation Pay the time limit will be 180 calendar days of the occurrence of the grievance.

23.03 Step #2

Failing settlement in step #1 the grievance shall be communicated in writing by the Senior Business Representative to the Employer stating all particulars of the grievance.

23.04 Step #3

Should the grievance not be resolved within a further 7 calendar days of receipt by the employer the union shall refer the grievance to a mutually accepted Arbitrator.

23.05 The Arbitrator shall conduct a hearing within 7 calendar days. At the conclusion of the hearing the arbitrator shall make such orders, as he deems appropriate and supply a written decision within 30 calendar days. The arbitrator's decision shall be final and binding and enforceable pursuant to the terms related to Arbitrations under the Labour Relations Act.

23.06 Should the Arbitrator determine that an employer has violated the collective agreement the employer shall pay all reasonable costs incurred by the union in prosecuting the grievance including all legal costs. Business Representatives costs and the cost of the Arbitration.

23.07 Within 12 months of the award if the contractor is found to be in violation of the collective agreement the arbitrator shall also order as punitive damages \$2000 for the first occurrence. For each subsequent violations the arbitrator shall also order \$5000 punitive for each occurrence.

23.08 The association shall be notified in writing of all grievances referred to arbitration, the arbitrator's interim orders and the arbitrator's written decisions.

ARTICLE 24 -VOLUNTARY AGREEMENT

24.01 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 25 - AMENDING CLAUSE

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

ARTICLE 26 - SECURITY FOR PAYMENT OF WAGES & BENEFITS

26.01 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.

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 1st day of May, 2001 and expiring on the 30th day of April, 2004 ("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.

IN WITNESS THEREOF the parties through their duly authorized officers have executed this Agreement this 1st day of May, 2001.

**INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION OF ONTARIO**

**DRYWALL, ACOUSTIC, LATHING AND
INSULATION, LOCAL 675**

of the

**UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**

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.

SCHEDULE "C"

RESIDENTIAL SECTOR ACKNOWLEDGEMENT

I, the undersigned, advise that for income tax purposes I consider myself to be self-employed in the residential sector of the construction industry. Therefore I understand that * ("**") will not deduct Income Tax, Canada Pension Plan Contributions from any amounts that are paid to me for work performed. I understand that I am responsible to pay the applicable Income Tax and Canada Pension Plan Contributions on my revenue (including amounts received from *) and to remit Goods and Services Tax ("GST") (if applicable). Furthermore, I understand that I will not be eligible for unemployment insurance benefits. My GST registration number is _____ of if not provided, I confirm that my annual sales are less than \$30,000.00 and I am not registered for GST. I further acknowledge that for Labour Relations purposes, I am considered a dependent contractor and hence, an employee as defined in the *Ontario Labour Relations Act*.

DATED this _____ day of _____, _____

Witness

Signature

Print Name

APPENDIX 1

KML AGREEMENT

RESIDENTIAL AGREEMENT

BETWEEN:

DRYWALL ACOUSTIC LATHING AND INSULATION OCAI 675, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(hereinafter referred to as the "Union")

-and-

(hereinafter referred to as "THE EMPLOYER")

WHEREAS the Employer and the Union wish to make a Collective Agreement with respect to certain workers of the Employer engaged in on-site construction, more particularly described in Article 1 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement.

NOW THEREFORE it is agreed as follows:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and hours of work for all employees who are subject to its provisions.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the sole exclusive bargaining agent for all its on site construction employees, including without limitation, all carpenters, carpenters' apprentices, helpers, labourers, welders, construction mechanics and/or technicians, and any other trades persons performing construction work in the Residential sector in the construction industry in the Province of Ontario.

1.02 Without limiting the foregoing, the work covered by this Agreement shall cover all work in connection with all phases of the on-site fabrication, erection, assembly, construction and finishing of all different types of pre-engineered panels; including the assembly, erection, steel members, including the handling and off loading, the application of any form of interior finish to such structures including drywall, gypsum wall board, gypsum lath, metal lath, corner bead, insulation, poly film, vapour barrier and any gaskets, z-bar studs or other form of fastening system; the fabrication and installation of all base structural materials including floors, ceilings and roof sheathing affixed directly to the steel frame whether such material be of steel, plywood, particle board, or any other material used in substitution therefore, and all sealant and vapour barrier systems associated with them; the handling, erection and installation of all boxing, exterior cladding and covering masonry or stucco coverings; all exterior finishing trim of whatever material, soffit, fascia, louvers, decorative panels, brackets and any form of fastening systems associated therewith; all doors, door frames, windows, window frames and any blocking necessary for their installation; and all clean-up work.

ARTICLE 2 – UNION SECURITY AND CHECK-OFF UNION DUES

2.01 All employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required, as a condition of employment, to be a member of the union and obtain a clearance slip from the Union within seven days of commencing work, and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.

2.02 Each Employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked-off and the Union agrees to duly inform the Employer of the amounts of each union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the same month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

2.03 The Employer agrees not to contract, to sub-contract any work covered by this Collective Agreement to contractors other than those who are in contractual relations with Drywall Acoustic Lathing & Insulation Local 675.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer to manage his enterprise and without limiting the generality of the foregoing.

- (a) to conduct and determine the nature of his business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work to determine the kinds and location of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been disciplined or discharged without just cause, shall be subject to the provisions of the grievance procedure;
- (c) to make, alter from time to time and enforce reasonable rules of conduct and procedure to be reserved by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4.02 An employee who has a grievance shall discuss the matter with his foreman.

4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Employer in writing by the aggrieved employee, and the parties shall meet within five (5) working days in an endeavor to settle the grievance, if it is satisfactory settlement is not reached within five (5) days of this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 5 below, at any time within ten (10) days thereafter.

4.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, travelling expenses, welfare, pension and dues, or where the

griever's inclusion in the bargaining unit is in dispute, shall be brought forward within thirty (30) days of such alleged violation.

4.05 Should any of the time limits set out in this article not be complied with then the grievances shall be deemed to have been abandoned.

ARTICLE 5 – ARBITRATION

5.01 The parties to this Agreement agree that any grievance concerning the interpretation of alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above and which has not been settled, will be referred to a single Arbitrator at the request of either of the parties thereto.

5.02 Within five (5) working days of the request of either party for an Arbitrator, the parties shall confer to agree upon the name of the Arbitrator.

5.03 Should the Employer and the Union fail to agree on a Arbitrator within five (5) days of the notification mentioned in 5.02 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial personal to act as Arbitrator.

5.04 The decision of the Arbitrator shall be binding upon the employees, the Union and the Employer.

5.05 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

5.06 Each of the parties of this Agreement will bear the expense of the Arbitrator jointly.

- (a) The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance.
- (b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall not be excluded, any time limits may be extended by agreement in writing.

5.07 Should any of the time limits set out in this article not be complied with then the grievances shall be deemed to have been abandoned.

ARTICLE 6 – MANAGEMENT AND UNION GRIEVANCES

6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties con-

cerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.

6.02 A Union grievance which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought in accordance with Article 4 – Grievance Procedure, and if it is not settled, it may be referred an Arbitrator in the same manner as a grievance of an employee.

ARTICLE 7 – BUSINESS REPRESENTATIVE

7.01 The Business Representative of the Union shall have access to all construction sites on which the Employer is working during working hours, but in no case shall his visits interfere with the progress of the work. While visiting a job, he will first advise the superintendent, foreman or other supervisory personnel of the Employer.

ARTICLE 8 – NO STRIKES– NO LOCKOUTS

8.01 During the lifetime of this Agreement, the Union agrees that there will be not strike, slowdown or picketing, and The Employer agrees that it will not clause a lockout.

ARTICLE 9 – SAFE WORKING CONDITIONS

9.01 In co-operation with the Employer's overall program of Accident Control and Prevention, any employee will report to the foreman any unsafe conditions, unsafe acts or violations of safety regulations he finds on the project.

9.02 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.

9.03 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of the duties.

9.04 The Employer shall, at his own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician.

9.05 An employee who is injured in a compensable accident during working hours and is required to leave for treatment, or is sent home for such

injury, shall receive payment for the remainder of the shift at his regular rate of pay.

9.06 The Employer shall be responsible for maintaining a safe and proper work site, and shall comply with the Occupational Health and Safety Act and its Regulations. The Employer agrees it will not be a violation of this Agreement if employees covered by this Agreement refuse to work due to unsafe conditions.

ARTICLE 10 – GOVERNMENT LEGISLATION

10.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable federal and provincial law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

ARTICLE 11 – HOURLY WAGE

11.01 HOURLY WAGE

1 st Term Apprentice	60%	Based on \$1200.00
2 nd Term Apprentice	70%	Based on \$1200.00
3 rd Term Apprentice	80%	Based on \$1200.00
Journey person	100%	Based on \$1200.00
Trained Forklift Driver**	85%	Based on \$1200.00

** Note: Must have CSAO Fork Lift Training and Rigging and Hoisting Training

11.02 PIECEWORK RATE

Two Storey Homes	\$1.90 Square Foot
Bungalows	\$2.50 Square Foot

7/12 - 7 7/8/12	\$100.00
8/12 - 8 7/8/12	\$120.00
9/12 - 9 7/8/12	\$130.00
10/12- 10 7/8/12	\$140.00
11/12- 11 7/8/12	\$150.00

11.03 INTERIOR LIGHT GAUGE METAL RATES

Bungalows:	\$0.22 Per Linear Foot
Two Storey:	\$0.22 per Linear Foot

"Extras" mean any items for which Extra Prices are specified in this Article, and any additional items, which are not included as Basic Contract items.

BENEFITS FOR PIECEWORKERS

Pension: 4%
Health & Welfare: 4%
Union Dues: (Training) 2%

The following days shall be recognized as statutory holidays for the purpose of this Collective Agreement.

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

11.04 BENEFITS FOR PIECE WORKERS

10% of Gross Monthly Wages

11.05 The piecework rate for KML Erector's will include: Roofs up to 6 7/8/12 pitch, attached garages (single and double), all engineered connections, landings were required, installing all-steel column's. All other work will be considered as extra.

11.06 The square footage of the house shall be taken from the plan's living space with no deductions for stair openings and/or ceiling areas.

11.07 When the assigned work is complete the contractor and/or the pieceworker will issue an invoice for the unit to KML. KML will inspect the work assigned within two (2) working days of receipt of the invoice and issue the contractor and pieceworker with an inspection slip. Following the issuance of an inspection slip, the pieceworker will repair all necessary deficiencies.

11.08 The pieceworker's invoice will include the names and Social Insurance Number of all workers engaged by the pieceworker on that unit the name of the builder or project, location of job site and date of completion.

11.09 In the event that the Contractor fails to pay a person performing work under this Collective Agreement, including a dependent and independent pieceworker, the full piecework or other rates and/or fails to make payments and contributions required under this Collective Agreement on behalf of the person, Contractor shall pay to the Union a sum equivalent to the contributions, and in addition, Contractor shall pay to the Union all reasonable collection costs including legal fees, accountants' fees, arbitrators' fees and all other expenses associated with the cost of collecting the amounts owing.

ARTICLE 12 – PRODUCTIVITY

12.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual work person, and both will undertake individually and jointly, to promote such increased productivity provided that the cost of any such promotion to the Employer is covered by the Training Fund contribution contained in this Collective Agreement.

ARTICLE 13 – TRAINING AND UPGRADING

13.01 The Union acknowledges that certain manufacturers require for warranty purposes, approval or certification of construction installers. The Union agrees and undertakes to use its best efforts whether through the design of training programs or otherwise, to assist the Employer in obtaining such approval or certification. The training programs may be joint training programs or may be programs instituted by the one or the other of the parties to this Agreement. The costs of these programs shall be paid out of the Training Fund.

ARTICLE 14 – BENEFIT PLANS

14.01 During the lifetime of this Agreement, the Union shall have the right at any time to require the Employer to change the amount of contributions to any employee benefit fund by transferring any portion of the contribution required to be made to any particular employee benefit fund to any other employee benefit fund, provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

14.02 Deemed Assignment of Compensation under the *Employment Standards Act*.

The trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf promptly notify the Union of the failure by Employer to pay any employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Employee Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the *Employment Standard Act*, in relation to the Employee Wage Protection Program.

14.03 In the event the pieceworker does not have enough earnings to stay in benefits or there is a shortage of work, the pieceworker will have the option of self paying their own benefits with the authorization of Local 675.

**ARTICLE 15 – INDUSTRY APPRENTICESHIP AND TRAINING
COMMITTEE**

15.01 The parties agree to establish a joint apprenticeship and training committee consisting of representatives of the Union and the Employer.

ARTICLE 16 – OTHER AGREEMENTS

16.01 The Employer agrees that it will not negotiate terms and conditions of employment directly with any employee or group of employees. Any such agreement shall be null and void. Any amendment or alteration to **this** Collective Agreement shall not be effective unless it is made in writing and executed both the Employer and the Union.

16.02 Except as set out herein, the Union agrees that it will not execute a Collective Agreement in the residential sector of the construction industry in the Province of Ontario which contains conditions more favorable to the employer party to such Agreement than are contained in this Collective Agreement. If the Union does execute such an Agreement, all of the terms and conditions in such other Agreement. If the Union does execute such an Agreement, all of the terms and conditions in such other Agreement shall, at the option of the Employer become incorporated into his Collective Agreement an amendment to this Collective Agreement, for the geographic area and time period set out in such agreement.

ARTICLE 17 – DURATION OF AGREEMENT

17.01 This Agreement shall be effective on the 1st day of May 2001 and shall remain in effect until the 30th day of April 2004.

Should the Union or the Employer desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the termination of this Agreement.

On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavor to reach an Agreement. If no such notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

IN WITNESS WHEREOF the parties have caused there duly authorized representatives to affix their signatures this ____ day of _____, ____.

Signed on Behalf of The Employer

Owner of Company

Signed on Behalf of the Union

Business Manager

Business Representative

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