

# 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”)



**EFFECTIVE:**

**May 13, 2013 – April 30, 2016**

## TABLE OF CONTENTS

Article 1	Purpose and Intent .....	1
Article 2	Recognition .....	2
Article 3	Union Security .....	2
Article 4	No Strike – No Lockout .....	3
Article 5	Apprentices .....	4
Article 6	Wages .....	7
Article 7	Foreman.....	14
Article 8	Holidays and Vacations .....	14
Article 9	Benefit Plans, Health and Welfare, Pensions, SUB, Apprenticeship Training and Vacation Pay .....	15
Article 10	Association Industry Fund .....	18
Article 11	Travel and Board Allowances .....	18
Article 12	Hours of Work .....	19
Article 13	Business Representatives .....	21
Article 14	Union Stewards .....	21
Article 15	General Working Conditions.....	22
Article 16	Safety.....	23
Article 17	Tools .....	24
Article 18	Trade Jurisdiction .....	25
Article 19	Management Rights & Union Obligations.....	26
Article 20	Severability .....	28
Article 21	Successor and Assigns.....	28
Article 22	Duration, Changes and Renewal .....	29
Article 23	Grievance Procedure .....	29
Article 24	Voluntary Agreement .....	31
Article 25	Amending Clause .....	31
Article 26	Security for Payment of Wages & Benefits .....	31
	Arbitration Protocol .....	32
	Schedule “A” – Agreement .....	35
	Schedule “B” – Participation Agreement .....	38
	Schedule “C” – Residential Sector Acknowledgement... ..	39
	Letter of Understanding (Boarding in Apartments) .....	40
	Letter of Understanding (Union Dues Deduction).....	41

**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**

**(a)** All employees and pieceworkers performing any work

covered by this Agreement shall obtain a referral slip in person, by fax or by e-mail from the Union prior to commencing any work covered by this Agreement.

- (b) It is understood that referral slips will only be issued to members in good standing of the Union, and that such membership must, as a condition of employment, be maintained While working in the bargaining unit for the duration of this Agreement.

**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 coordinate 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.

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

<b>0- 900 hours</b>	<b>40% of rate plus benefits</b>
<b>901-1800 hours</b>	<b>50% of rate plus benefits</b>
<b>1801-2700 hours</b>	<b>60% of rate plus benefits</b>
<b>2701-3600 hours</b>	<b>70% of rate plus benefits</b>
<b>3601-4500 hours</b>	<b>80% of rate plus benefits</b>
<b>4501-5400 hours</b>	<b>90% of rate plus benefits</b>

**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 regula-

tions 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 affect 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 13, 2013 – April 30, 2016     3.81%

**5.08** The Union agrees that the Employer may engage students during the school vacation period between May 1<sup>st</sup> and September 30<sup>th</sup> of each year. The student shall be paid at 40% of the journeyman's rate with no remittances, contributions or union deductions. The students must obtain a permit from the Local before performing any bargaining unit work. The issuance of a permit shall be at the sole discretion of the Union.

### **Pre-Apprentice**

#### **5.09**

- (a) The Union agrees that the Employer may engage individuals designated as Pre-Apprentices. These Pre-Apprentices shall be issued permits to work by the Local before performing any bargaining unit work. These work permits shall be valid for a period not exceeding ninety (90) calendar days and are intended to provide the Employer with the opportunity to evaluate the aptitude and attitude of the Pre-Apprentice. To this end, the Employer agrees to use the ninety calendar day evaluation period to objectively examine the performance of the Pre-Apprentice.
- (b) Should the Employer be satisfied with the performance



of the Pre-Apprentice at any time before or at the termination of the ninety calendar day evaluation period, the Employer shall direct the Pre-Apprentice to the Local to enlist as a First Year Apprentice. Should the Employer be dissatisfied with the performance of the Pre-Apprentice at any time before the termination of the ninety calendar day evaluation period, the Employer shall inform the Union of the cancellation of the work permit. The essence of a permit shall be at the sole discretion of the Union.

- (c) At no time shall a work permit be extended beyond the ninety calendar day evaluation period.

### **ARTICLE 6 – WAGES**

**6.01** The parties hereto agree that gypsum board drywall applicators, insulation installers and steel stud installers, 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 13, 2013	\$233.00 per 1000 square feet + 22%
Corner beads	\$0.186 per linear foot
May 5, 2014	\$238.00 per 1000 square feet + 23%
Corner beads	\$0.189 per linear foot
May 4, 2015	\$245.00 per 1000 square feet + 23.5%
Corner beads	\$0.194 per linear foot

**Boarding – Apartments 9 feet**

May 13, 2013	\$247.00 per 1000 square feet + 22%
Corner beads	\$0.186 per linear foot
May 5, 2014	\$252.00 per 1000 square feet + 23%
Corner beads	\$0.189 per linear foot
May 4, 2015	\$259.00 per 1000 square feet + 23.5%
Corner beads	\$0.194 per linear foot

**Boarding – Apartments 10 feet**

May 13, 2013	\$260.00 per 1000 square feet + 22%
Corner beads	\$0.186 per linear foot
May 5, 2014	\$265.00 per 1000 square feet + 23%
Corner beads	\$0.189 per linear foot
May 4, 2015	\$273.00 per 1000 square feet + 23.5%
Corner beads	\$0.194 per linear foot

**BOARDING – WOOD FRAME RESIDENTIAL**  
**(Including Single Family & Row Town Houses**

**Boarding – Wood-frame Houses 8 feet**

May 13, 2013 \$226.00 per 1000 square feet + 22%  
Corner beads \$0.186 per linear foot

May 5, 2014 \$231.00 per 1000 square feet + 23%  
Corner beads \$0.189 per linear foot

May 4, 2015 \$238.00 per 1000 square feet + 23.5%  
Corner beads \$0.194 per linear foot

**Boarding – Wood-frame Houses 9 feet**

May 13, 2013 \$241.00 per 1000 square feet + 22%  
Corner beads \$0.186 per linear foot

May 5, 2014 \$245.00 per 1000 square feet + 23%  
Corner beads \$0.189 per linear foot

May 4, 2015 \$253.00 per 1000 square feet + 23.5%  
Corner beads \$0.194 per linear foot

**Boarding – Wood-frame Houses 10 feet**

May 13, 2013 \$280.00 per 1000 square feet + 22%  
Corner beads \$0.186 per linear foot

May 5, 2014 \$286.00 per 1000 square feet + 23%  
Corner beads \$0.189 per linear foot

May 4, 2015 \$294.00 per 1000 square feet + 23.5%  
Corner beads \$0.194 per linear foot

**A premium rate in excess of the rate herein shall be paid of 5/8 and 1/2 inch Fire Code Type “C” for low-rise and high-rise construction**

May 13, 2013	\$67.00
May 5, 2014	\$68.00
May 4, 2015	\$70.00

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

**Skylight Premium – 2x4**

May 13, 2013	\$53.00
May 5, 2014	\$54.00
May 4, 2015	\$55.00

**Skylight Premium – 4x4**

May 13, 2013	\$114.00
May 5, 2014	\$116.00
May 4, 2014	\$119.00

**STEEL FRAMED HOUSES**

May 13, 2013	\$260.00 per 1000 square feet + 22%	Corner beads	\$0.186 per linear foot
May 5, 2014	\$265.00 per 1000 square feet + 23%	Corner beads	\$0.189 per linear foot
May 4, 2015	\$273.00 per 1000 square feet + 23.5%	Corner beads	\$0.194 per linear foot

**INSULATION RATES**

**Houses and Apartments**

May 13, 2013	\$206.00 per 1000 square feet + 22%
May 5, 2014	\$210.00 per 1000 square feet + 23%
May 4, 2015	\$216.00 per 1000 square feet + 23.5%

**Premium on R24**

May 13, 2013	\$35.00 per 1000 square feet + 22%
May 5, 2014	\$36.00 per 1000 square feet + 23%
May 4, 2015	\$37.00 per 1000 square feet + 23.5%

**Premium paid on Roxul**

May 13, 2013	\$45.00 per 1000 square feet + 22%
May 5, 2014	\$46.00 per 1000 square feet + 23%
May 4, 2015	\$47.00 per 1000 square feet + 23.5%

***\*\*Premium paid on Roxul for High Rise Residential effective May 5, 2014***

**Premium on Energy Star Homes**

May 13, 2013	\$45.00 per 1000 square feet + 22%
May 5, 2014	\$46.00 per 1000 square feet + 23%
May 4, 2015	\$47.00 per 1000 square feet + 23.5%

**METAL STUDS – HIGH RISE 8 Feet and Under**

May 13, 2013	\$221.00 per 1000 linear feet + 22%
May 5, 2014	\$226.00 per 1000 linear feet + 23%
May 4, 2015	\$232.00 per 1000 linear feet + 23.5%

**METAL STUDS – HIGH RISE 8-9 Feet**

May 13, 2013	\$233.00 per 1000 linear feet + 22%
May 5, 2014	\$238.00 per 1000 linear feet + 23%
May 4, 2015	\$245.00 per 1000 linear feet + 23.5%

**METAL STUDS – HIGH RISE 9-10 Feet**

May 13, 2013	\$247.00 per 1000 linear feet + 22%
May 5, 2014	\$252.00 per 1000 linear feet + 23 %
May 4, 2015	\$259.00 per 1000 linear feet + 23.5%

Furring Channel, Resilient Channel and J. Mould to be paid as per light guage steel studs.

**Extras – Bull-nose Corner Beads**

May 13, 2013	\$0.284 per linear foot
May 5, 2014	\$0.29 per linear foot
May 4, 2015	\$0.30 per linear foot

A premium rate for houses where “OPEN TO ABOVE” area is 64 square feet floor area, and 10 feet in height shall apply. This premium rate shall also apply to Cathedral Ceilings that meet or exceed those dimensions. The premium rate applies per opening.

May 13, 2013	\$138.00
May 5, 2014	\$141.00
May 4, 2015	\$145.00

A premium rate for houses where OPEN ROUND STAIRS TO BASEMENT shall apply

May 13, 2013	\$103.00
May 5, 2014	\$105.00
May 4, 2015	\$108.00

**Pot Lights After Five**

**Durock**

May 13, 2013	\$2.70	May 13, 2013	\$0.39 per square foot
May 5, 2014	\$2.80	May 5, 2014	\$0.39 per square foot
May 4, 2015	\$2.90	May 4, 2015	\$0.41 per square foot

**The rate for the application of Poly applied to ceiling where blown insulation includes 30% overlap to area covered.**

May 13, 2013	\$0.036 per square foot
May 5, 2014	\$0.036 per square foot
May 4, 2015	\$0.037 per square foot

**6.02** The rates in Article 6.01 are set rates for Board Area 8, 9, 10 and 18. The parties acknowledge that this is a province-wide agreement and those rates may apply outside of Board Areas 8, 9, 10 and 18 however, the Parties agree to meet during the life of this agreement to negotiate appropriate wage rates and benefits for the Board Areas outside of 8, 9, 10 and 18.

**6.03** All payrolls are to be closed weekly.

**6.04** Hourly rated employees/pieceworkers to be paid in cash, cheque or automatic deposit 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.

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

**6.11** The pieceworker shall be required to correct any deficiencies in workmanship after inspection by the contractor. If the pieceworker is requested to repair damages not caused by the pieceworker the appropriate rate shall apply.

### **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 15% 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:

<b>New Year's Day</b>	<b>Civic Holiday</b>
<b>Family Day</b>	<b>Labour Day</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Victoria Day</b>	<b>Christmas Day</b>
<b>Canada Day</b>	<b>Boxing Day</b>

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 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 to be determined by the applicable rate in the ICI drywall Local 675 schedule or the applicable percentage found in Article 6 of the Residential Rates.

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, an 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 mutual benefit of, and be paid to both the Association and to the Union, in the amount of fifty percent (50%) each annually, provided that at all times a proper reserve fund be maintained in the Vacation Pay Trust Fund.

**9.11** Where the Trustees deem an employer to be a repeated delinquent in forwarding or delivering contributions and/or deductions, the employer shall post a bond or certified cheque in an amount to be determined by the Trustees and not to exceed the amount of fifty thousand dollars (\$50,000) for each trust fund and/or plan to which the employer is required to make con-

tributions, deductions or payment, such sums to be held in trust by the Trustees for a period to be determined by the Trustees.

## **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 13, 2013    \$0.30 per hour

May 5, 2014    \$0.30 per hour

May 4, 2015    \$0.30 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	\$75.00 per day (room and board for 5 days)
Beyond 240 kms	\$75.00 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** The hourly rate in the ICI Provincial Collective Agreement, Local 675 Drywall Schedule, shall be applied to the hourly work found in this Agreement. The regular hours of work for hourly employees shall be 40 hours per week. The maximum hours of work per day shall be 8 hours Monday through Friday, 7:30 a.m. to 4:00 p.m. Overtime shall be paid for work above and outside these hours. 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 work day.

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Funds	Pension	SUB	Total
6-May-2013	\$37.32	\$3.73	\$2.42	\$3.43	\$5.70	\$0.15	\$52.75
5-May-2014	\$38.23	\$3.82	\$2.47	\$3.43	\$6.05	\$0.15	\$54.15
4-May-2015	\$39.14	\$3.91	\$2.57	\$3.43	\$6.40	\$0.15	\$55.60

Foreman's Rate	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Funds	Pension	SUB	Total
6-May-2013	\$42.92	\$4.29	\$2.42	\$3.43	\$5.70	\$0.15	\$58.91
5-May-2014	\$43.96	\$4.40	\$2.47	\$3.43	\$6.05	\$0.15	\$60.46
4-May-2015	\$45.01	\$4.50	\$2.57	\$3.43	\$6.40	\$0.15	\$62.06

Apprentices:			May 6 2013	May 5 2014	May 4 2015
1- 900 hours	40% of Journeyperson rate		\$17.78	\$18.32	\$18.86
901-1800 hours	50% of Journeyperson rate		\$21.51	\$22.15	\$22.77
1801-2700 hours	60% of Journeyperson rate		\$22.39	\$22.94	\$23.48
2701-3600 hours	70% of Journeyperson rate		\$26.12	\$26.76	\$27.40
3601-4500 hours	80% of Journeyperson rate		\$29.86	\$30.58	\$31.31
4501-5400 hours	90% of Journeyperson rate		\$33.59	\$34.41	\$35.23
*No pension contributions will be made for the first 1800 hours for first year apprentices.					

**12.02** On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working up to eight hours on Saturday at straight time rates up to the total hours of time lost to a maximum of forty hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer. Should the employer violate this provision a second time, the Union shall have the right, in addition to any damages it may claim, to withdraw from the violating employer the right to utilize this provision on any further projects for the currency of this Agreement.

**12.03** 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.

**12.04** If a second shift is worked by the employer, employees on such shift shall receive eight (8) hours pay for seven (7) hours work.

**12.05** The rate of pay for occupied premises work outside of the regular working day shall be at straight time rates.

**12.06** 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.

**12.07** Article 12 shall not have any applicability to the piece-workers 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 – UNION 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 employees' 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**

- (a) 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.
- (b) Should the Employer be found, by the Labour Board or an Arbitrator, to have used pieceworkers “in the I.C.I. Construction sector,” the Employer will pay the correct ICI wages to the member and the correct benefits to the Union and also pay liquidated damages to the Union in the amount of \$2000.00 for each month worked for each pieceworker used in the ICI sector.

**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.

**16.05** All employees to have available at all times the 'Personal health and Safety Record' booklet provided to all employees by the union and such booklet shall be maintained and updated, including stilts training, for viewing by the employer.

### **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 – Gypsum Knife; 1 – Hand Saw;**
- 1 – Key/Hold Saw; 1 – Pair Nippers; 1 – Plumb Bob;**
- 1 – 24" Spirit Level;**
- 1 – Gyproc Axe; 1 – Screw Gun; 1 – 12 Foot Tape and**
- 1 – 100 foot extension cord;**
- 1 – Palm Laser.**

**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 ceiling 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 ther-

mal 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 outline 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, partner-

ship 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 30, 2013* and shall continue in effect until the *30th day of April 2016* 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 2016* or in a like period in any triennial year thereafter.

## **ARTICLE 23 – GRIEVANCE 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, the Union may refer the grievance pursuant to the expedited arbitration protocol or by way of a referral to the Ontario Labour Relations Board.

**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 costs incurred by the Union in prosecuting the grievance including all legal costs, the costs of Business Representative(s) time, all costs of the arbitration including filing and hearing fees, travel, meal and accommodation costs of all witnesses, conduct money, costs incurred in serving a summons and any other reasonable costs.

**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 violation 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.

## ARBITRATION PROTOCOL

**Between:** The Interior Systems Contractors Association of Ontario (ISCA)

&

Drywall Acoustic Lathing & Insulation Local 675 (Union)

Pursuant to Article 23 of the Residential Agreement the parties have agreed to the following protocol for the conduct of arbitrations under the Collective Agreement (“the Protocol”). This Protocol shall form part of the Collective Agreement, and be enforceable as part of Article 23 thereof.

- 23.04.1 The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time, and location shall be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.
- 23.04.2 The party referring the grievance to arbitration shall serve the employer with a Notice of the referral to arbitration, by personal service, facsimile, or by overnight courier or mail, or their equivalent, and shall copy the Arbitrator and the Interior Systems Contractors Association with the Notice.
- 23.04.3 Service shall be effective upon receipt, if personal service, facsimile or courier is used or shall be deemed to have occurred on the second day after mailing if overnight mail is used.
- 23.04.4 Either at the time of making the referral or after, where a party requests a pre-hearing order from the Arbitrator, it shall serve the other party with its request at the same time that it serves the Arbitrator with the request. Service of the request shall be by one of the methods described in Article 23.04.2 and the provisions of Ar-

article 23.04.3 apply to such service. The party of which the request is made shall have until 5:00 p.m. of the next business day after service of the request to file any response to the request with the Arbitrator and the referring party. The referring party is not entitled to any opportunity to reply to responses filed with the Arbitrator.

- 23.04.5 Counsel, if retained by a party, must be able to accommodate the hearing schedule set by the Arbitrator.
- 23.06.1 The Arbitrator shall have the power to make the Arbitrator's costs (fees and costs, such as service, administrative, rental of hearing venue etc.) an Award or part of an Award, to be payable of the union by the employer, in trust for the Arbitrator, and to be payable accordingly by the union to the Arbitrator.
- 23.09 Arbitrators for purposes of this arbitration process shall be the persons listed in Schedule "A" hereto. If one or both of these arbitrators is unable or unwilling to act, the parties shall meet and agree on other arbitrators in substitution for them.
- 23.10 The Arbitrator shall have all the powers of an arbitrator under the *Labour Relations Act* and under the collective agreement, including but not limited to the power to require records and / or documents to be produced prior to and/or at a hearing, and the power to issue summons to witnesses and thereby compel attendance. The decision of the Arbitrator is final and binding with respect to all matters remitted to the arbitrator. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the *Labour Relations Act* as amended, and is enforceable as such. The arbitrator shall also award liquidated damages

equal to one hundred percent of any amount found to be due and owing and such award is to also be deemed to be a decision of the arbitrator pursuant to the Labour Relations Act, as amended, and is enforceable as such. The liquidated damages shall be paid to the joint ISCA / Union Trust Fund.

**SCHEDULE “A”  
A G R E E M E N T**

**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 13<sup>th</sup> day of May, 2013 and expiring on the 30<sup>th</sup> day of April, 2016 (“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 13<sup>th</sup> day of May, 2013.

**INTERIOR SYSTEMS CONTRACTORS  
ASSOCIATION OF ONTARIO**



---

**Hugh Laird**

---

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



---

**Tony Iannuzzi**

---

## **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

## **LETTER OF UNDERSTANDING**

**Between**

**Drywall Acoustic Lathing & Insulation Local 675**

**and**

**Interior Systems Contractors Association of Ontario**

- a) The Employer shall pay the appropriate rate for the installation of Boarding in Apartment Buildings where the height falls between 8'6" and 8'11" (acknowledging that the appropriate rate will be more than the 8 foot rate but less than the 9 foot rate) and where the height falls between 9'6" and 9'11" (acknowledging that the appropriate rate will be more than the 9 foot rate but less than the 10 foot rate).
- b) The Union and the Employer shall agree to the appropriate rate prior to the commencement of the project.

This letter of understanding shall expire on April 30, 2016.

## **LETTER OF UNDERSTANDING**

**Between**

**Drywall Acoustic Lathing & Insulation Local 675**

**and**

**Interior Systems Contractors Association of Ontario**

Effective May 13, 2013, the employer will deduct from every first invoice of each month union dues of all workers coming within the scope of this Agreement in the amount prescribed by the union and remit same with a list of the names on whose behalf deductions are made.

The employer will deduct from the first pay period of each month union dues of all employees coming within the scope of this Agreement in the amount prescribed by the Union and remit same with a list of the name of whose behalf deductions are made.

This letter of understanding shall expire on April 30, 2016.

# 2013

<p><b>JANUARY</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	<p><b>FEBRUARY</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28</p>	<p><b>MARCH</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>
<p><b>APRIL</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>	<p><b>MAY</b></p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p><b>JUNE</b></p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30</p>
<p><b>JULY</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30 31</p>	<p><b>AUGUST</b></p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	<p><b>SEPTEMBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30</p>
<p><b>OCTOBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	<p><b>NOVEMBER</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p>	<p><b>DECEMBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p>

# 2014

<p style="text-align: center;"><b>JANUARY</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p style="text-align: center;"><b>FEBRUARY</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28</p>	<p style="text-align: center;"><b>MARCH</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>
<p style="text-align: center;"><b>APRIL</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p>	<p style="text-align: center;"><b>MAY</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	<p style="text-align: center;"><b>JUNE</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30</p>
<p style="text-align: center;"><b>JULY</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	<p style="text-align: center;"><b>AUGUST</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>	<p style="text-align: center;"><b>SEPTEMBER</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>
<p style="text-align: center;"><b>OCTOBER</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p style="text-align: center;"><b>NOVEMBER</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30</p>	<p style="text-align: center;"><b>DECEMBER</b></p> <p>S M T W T F S</p> <p style="text-align: center;">1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30 31</p>

# 2015

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

  

APRIL							MAY							JUNE											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
				1	2	3							1	2						1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13					
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20					
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27					
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30									
							31																		

  

JULY							AUGUST							SEPTEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
				1	2	3							1							1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12				
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19				
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26				
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30							
							30	31																

  

OCTOBER							NOVEMBER							DECEMBER											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
					1	2							1								1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12					
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19					
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26					
25	26	27	28	29	30	31	29	30						27	28	29	30	31							

# 2016

<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31



35 Mobile Drive, Toronto, Ontario  
M4A 2P6

