

TABLE OF CONTENTS

Page

<b>MASTER AGREEMENT</b>	1
ARTICLE 1 Recognition	3
ARTICLE 2 Union Security	3
ARTICLE 3 Management Rights	3
ARTICLE 4 No Strike or Lock-outs	4
ARTICLE 5 Grievance Procedure and Arbitration	4
ARTICLE 6 Safety and Compensation	4
ARTICLE 7 Stewards	4
ARTICLE 8 Format of Agreement	4
ARTICLE 9 Enabling Clause	5
ARTICLE 10 Duration and Termination	5
<b>PARTICIPATION AGREEMENT</b>	
<b>APPENDIX "A"</b>	8
ARTICLE 1 Purpose and Relations	8
ARTICLE 2 The Scope of Work	9
ARTICLE 3 Employee Definition and Responsibility	9
ARTICLE 4 Employer Definition and Responsibility	10
ARTICLE 5 Dues Collection	10
ARTICLE 6 Union and Employer Joint Trade Board Committee	11
ARTICLE 7 Access to Jobs	11
ARTICLE 8 Piecework and Moonlighting	11
ARTICLE 9 Union Obligations	12
ARTICLE 10 Rest Periods	12
ARTICLE 11 Standard Hours of Work and Shift Work	12
ARTICLE 12 Wage Rates	12
ARTICLE 13 Overtime Work and Statutory Holidays	13
ARTICLE 14 Travelling Time and Transportation	13
ARTICLE 15 Room and Board Allowance	14
ARTICLE 16 Pension Plan Trust Fund	14
ARTICLE 17 Vacation and Statutory Holiday Pay	14
ARTICLE 18 Industry Fund	15
ARTICLE 19 Training Trust Fund	15
ARTICLE 20 Welfare Trust Fund	16
ARTICLE 21 Method of Payment to Funds and Administration of Funds	16
ARTICLE 22 Overtime Registration Clause	18
ARTICLE 23 Subletting Work or Contract	19
ARTICLE 24 Waiting and Reporting Time	19
ARTICLE 25 Separation and Payment of Wages	19
ARTICLE 26 Local Union Jurisdiction with Out of Town Employees	20
ARTICLE 27 Jurisdictional Disputes	20
ARTICLE 28 Apprentices	21
ARTICLE 29 Clean Up Time	22
ARTICLE 30 Accretion	22
ARTICLE 31 Non-Affiliation	22
ARTICLE 32 Shop Work	22
ARTICLE 33 Appendices	22
ARTICLE 34 Enabling Clause Provisions	24

## PROVINCIAL COLLECTIVE AGREEMENT

## TABLE OF CONTENTS (Continued)

Page

## APPENDIX "A" (Continued)

	DISTRICT COUNCIL 46	25
62	KINGSTON LOCAL 114	28
279	OTTAWA LOCAL 200	30
282	HAMILTON LOCAL 205	33
	NIAGARA REGION LOCAL 407	36
125	WINDSOR LOCAL 1494	39
231	LONDON LOCAL 1590	41
	SARNIA LOCAL 1590	43
110	THUNDER BAY LOCAL 1671	46
132	GRAND VALLEY LOCAL 1824	48
133	OSHAWA LOCAL 1832	52
	SAULT STE. MARIE LOCAL 1904	54
70	SUDBURY LOCAL 1904	57
	HIGH PRESSURE WATER-BLASTING AND WET AND DRY VACUUMING	60

## APPENDIX "B" 61

	ARTICLE 1	Recognition	62
	ARTICLE 2	Scope of Agreement	62
	ARTICLE 3	Trade Jurisdiction	62
	ARTICLE 4	Subcontracting	63
	ARTICLE 5	Payment of Wages	63
1580	ARTICLE 6	Union and Employer Joint Trade Board Committee	64
1600	ARTICLE 7	Joint Apprenticeship Committee	65
1683	ARTICLE 8	Apprentices	65
	ARTICLE 9	Statutory Holidays	66
	ARTICLE 10	Tools	67
	ARTICLE 11	Business Representative	67
	ARTICLE 12	Work Week. Work Day for the Following Territorial Jurisdictions and Geographic Areas: County of Halton, Peel. York. Ontario and Durham (Toronto & Vicinity)	67
	ARTICLE 13	Shift Work - Overtime for the Following Territorial Jurisdictions and Geographic Areas: County of Halton, Peel York. Ontario and Durham (Toronto & Vicinity)	67

TABLE OF CONTENTS (Continued)

	Page
ARTICLE 14 Work Week, Work Day . . . . .	68
ARTICLE 15 Shift Work, Work Day . . . . .	68
ARTICLE 16 Rest Periods . . . . .	69
ARTICLE 17 Travelling Expense – Room and Board . . . . .	69
ARTICLE 17A <b>Basic Wage Rate</b> . . . . .	70
ARTICLE 18 Health, Welfare, Industry Fund, Pension Fund, Administrative Dues Check-Off and Vacation Pay . . . . .	71
ARTICLE 19 Method of Payment . . . . .	73
ARTICLE 20 Pieceworkers – Drywall Tapers Only . . . . .	74
ARTICLE 21 Bond Guarantee by Employer . . . . .	76
ARTICLE 22 Employee Status . . . . .	76
ARTICLE 23 Asbestos Workers . . . . .	78
ARTICLE 24 Exterior Insulated Finishing System, Exterior Stucco and Air/Vapour Barriers . . . . .	79
 <b>APPENDIX "C"</b> . . . . .	 81

## **MASTER AGREEMENT**

This Agreement is made this 22nd day of September, 1992 and covers the period from May 1, 1992 to April 30, 1995

BETWEEN:

**THE ONTARIO PAINTING CONTRACTORS ASSOCIATION**

**ACOUSTICAL ASSOCIATION ONTARIO**

**INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO**

(hereinafter referred to as the "Association of the Employer")

and

**THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES**

and

**THE ONTARIO COUNCIL OF THE INTERNATIONAL BROTHERHOOD  
OF PAINTERS AND ALLIED TRADES**

(hereinafter referred to as the "Union")

**ARTICLE 1****RECOGNITION**

**1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in the work referred to in:

(i) Appendix "A" attached hereto, in all sectors of the construction industry in the Province of Ontario and engaged in any such work of a non-construction nature in the said Province, save and except any work covered by the Collective Agreement between the Ontario Allied Construction Trades Council and The Electrical Power Systems Construction Association: and,

(ii) Appendix "B" attached hereto, the Employer recognizes the Union as the sole and exclusive bargaining agent for its employees engaged in the work outlined in the Scope and Trade Jurisdiction of Work of the Agreement in the Province of Ontario, save and except any work covered by the Collective Agreement between the Ontario Allied Construction Trades Council and The Electrical Power Systems Construction Association.

(iii) Appendix "C" attached hereto, in all sectors of the construction industry in the jurisdictional territory referred to in Appendix "C" and engaged in any such work of a non-construction nature in the said territory, save and except any work covered by the Collective Agreement between the Ontario Allied Construction Trades Council and The Electrical Power Systems Construction Association.

**ARTICLE 2****UNION SECURITY**

**2.01** The Employer agrees to employ only members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ only employees who are members in good standing with the Union. All such employees shall be hired through the appropriate Local Union Office for the Local Union in the area jurisdiction where the work is being performed.

**2.02** The Union agrees to furnish competent available members to the Employer on request but should no members be available, then the Employer shall have the right to hire qualified employees from other sources provided, however, that such employees must first obtain a referral slip from the Local Union Office and must become a member of the Union within thirty (30) days after hiring.

**ARTICLE 3****MANAGEMENT RIGHTS**

**3.01** The Management of the business of the Employer and the directing of its working force, including the right to hire, promote, transfer, discharge or discipline for just cause and to maintain discipline and efficiency amongst its employees is the responsibility of the Employer provided, however, the Union members shall not be discriminated against by reason of such membership.

5

## ARTICLE 4

### NO STRIKE OR LOCK-OUTS

**4.01** As long as this Agreement continues to operate, no employee bound by this Agreement shall strike and no Employer bound by this Agreement shall cause or direct any lock-out of employees.

## ARTICLE 5

### GRIEVANCE PROCEDURE AND ARBITRATION

**5.01** Any dispute, difference or controversy arising out of this Agreement shall first be discussed between the employee and the Employer's representative within 10 calendar days of the occurrence of the grievance. Failing settlement, the matter will then be discussed between the Employer and the Local Union Business Representative within the next 10 calendar days.

**5.02** Should the grievance not be resolved within a further 10 calendar days by the said Business Representative and Employer then it shall be submitted to Arbitration in accordance with the Ontario Labour Relations Act.

## ARTICLE 6

### SAFETY AND COMPENSATION

**6.01** Each Employer shall conform to the regulations laid down by The Construction Safety Act of Ontario and the Workers' Compensation Board of Ontario and all Municipal and Federal regulations.

## ARTICLE 7

### STEWARDS

**7.01** The Union may appoint, at its option, one Shop Steward for each Employer bound by this Agreement and when ~~so~~ doing shall inform each Employer in writing of the appointee.

**7.02** In a lay-off situation the Shop Steward will be the last employee to be laid off by an Employer provided that the Shop Steward is able to perform the work required by such Employer.

## ARTICLE 8

### FORMAT OF AGREEMENT

**8.01** Attached hereto are the following Appendices which are incorporated into and form part of this Agreement, namely:

(i) Appendix "A" being the Painters Appendix covering employees as therein defined, including high pressure water blasting and wet and dry vacuuming.

(ii) Appendix "B" covering all journeymen Drywall Tapers, Plasterers, Fireproofing Applicators, Acoustical Sprayers and Asbestos Removers and their respective apprentices or trainees and working foremen:

(iii) Appendix "C" covering employees engaged in floor laying in the jurisdictional territory therein referred to.

## ARTICLE 9

### ENABLING CLAUSE

**9.01** The terms and conditions of this collective Agreement may be changed or amended by written Agreement between the Association of the Employers and the Union.

**9.02** Any changes or amendments agreed to by the Association of the Employers and the Union shall not be effective unless and until such change or amendment has been reduced in writing and executed by all parties hereto.

## ARTICLE 10

### DURATION AND TERMINATION

**10.01** The Agreement is ~~effective from May 1, 1992 and shall remain in full force until the 30th day of April, 1995~~ and for a further period of one year thereafter, unless within a period of not more than ninety (90) days prior to the expiry day of this Agreement, written notice is given by either party signatory to this Agreement of the desire to amend, alter or cancel any of the provisions of this Agreement.

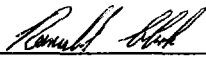

**10.02** Within thirty (30) days of the receipt of any such notice a joint meeting shall be held for the purpose of considering the possible changes.

**10.03** If negotiations are in progress at the time of the expiration of this Agreement, same shall remain in effect until the conclusion of such negotiations.

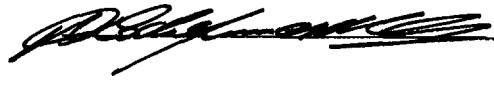
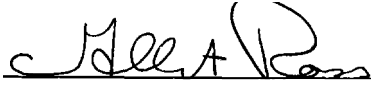
IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the fully authorized officers of each of the parties thereto have affixed their signatures.

DATED AT Toronto this 7 day of APRIL, 1993.

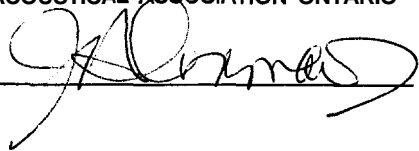
THE ONTARIO PAINTING  
CONTRACTORS ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
M. Marguardt  
\_\_\_\_\_  
\_\_\_\_\_


THE INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES AND  
THE ONTARIO COUNCIL OF THE  
INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

ACOUSTICAL ASSOCIATION ONTARIO

  
\_\_\_\_\_  
\_\_\_\_\_



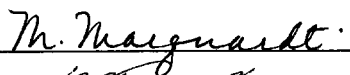

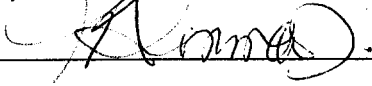
INTERIOR SYSTEMS CONTRACTORS  
ASSOCIATION OF ONTARIO

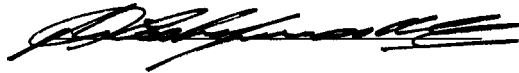
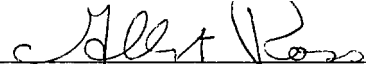
  
\_\_\_\_\_  
\_\_\_\_\_



**PARTICIPATION AGREEMENT**

Pursuant to a Collective Agreement (herein called the "Collective Agreement") between the "ASSOCIATIONS" (herein called the "Associations") of which the Employer is a member, and the International Brotherhood of Painters and Allied Trades (herein called the "Union"), providing for a Welfare Trust Fund, a Pension Plan, a Vacation Pay Trust Fund and an Industry Fund to fund plans of benefits, etc. for employees in the construction industry in the Province of Ontario, and in consideration of the extension of such Plans, to cover employees of the employer, the employer covenants and agrees to pay contributions in respect of such Plans, to the Trustees or as the Trustees may direct, in effect from time to time between the Association and the Union, and the Provisions of the Agreement and Declaration of Trust governing the Welfare Trust Fund as the same may from time to time be amended, supplemented or replaced, and the employee further covenants and agrees to otherwise observe and be bound by the provisions of such Collective Agreement with respect to the Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and the Industry Fund, and the provisions of the Agreement and Declaration of Trust governing the Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and Industry Fund 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 designate.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX "A"**

BETWEEN

### **THE ONTARIO PAINTING CONTRACTORS ASSOCIATION**

(hereinafter referred to as the "Employer")

- and -

### **THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES AND THE ONTARIO COUNCIL OF THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES**

(hereinafter referred to as the "Union")

WHEREAS The Ontario Painting Contractors Association is a member of the designated Employers Bargaining Agency;

AND WHEREAS The Ontario Painting Contractors Association is authorized to negotiate Appendix "A" with respect to employees engaged in painting and related fields in all sectors of the construction industry and in all work of a non-construction nature performed by such employees, save and except any work covered by the Collective Agreement between Ontario Allied Construction Trades Council and The Electrical Power Systems Construction Association.

## **ARTICLE 1**

### **PURPOSE AND RELATIONS**

**1.01** It is the general purpose of this Agreement to promote and improve industrial and economic relations between the Employer and the Union: to assure the continuous, harmonious, efficient, economical and profitable operation of the Employer, to prevent strikes and lockouts, and other disturbances or interferences with production; to secure and sustain high productivity during the term of the Agreement and to obtain the highest level of employee efficiency and performance; and to set forth the entire Agreement between the Employer and the Union, and the employees in the Bargaining Unit concerning rates of pay, hours of work and working conditions of employment. It is therefore agreed that the understanding contained herein shall be binding upon all members of both parties, either individually or collectively by facilitating just and peaceful settlements of disputes and grievances.

## ARTICLE 2

### THE SCOPE OF WORK

**2.01** The application and/or removal of protective and/or decorative coatings which might be referred to as paints, which in the general sense are: paints, stains, varnishes, emulsions, bituminous coatings and other organic or inorganic coatings which are applied in the same manner as paints or plastics or mastics, hypalon coatings, fiberglassing and caulking, clear sealer applications, the application of sprayed insulation, application of all seamless floor coatings, sandblasting for decorative purposes and all other types of sandblasting, high pressure water blasting, all markings, stencilling on equipment, machinery, etc., with paint, adhesive stickers or spray bombs, the use of reflective tapes in this field of work and the application of all other material used in the various branches of the Trade, all waterproofing seals, air water barrier seals, all polyurethane spray on foam systems and lead abatement.

The hanging of all wallcovering applied with paste or other adhesives such as papers, cottons, muslins, burlap, grass cloth, vinyl wallcoverings, epoxy combination coverings, resin cambric backed, etc., and all other wallcovering including the application of rubber sheeting for tank lining and the application of gold or silver and all other metal leaf, and the wall and ceiling application of carpeting.

All incidental preparatory work necessary to carry out work outlined above, such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam or other processes to include hydrojet cleaning (high-pressure water), sandblasting, pickling, bleaching buffing, sealing, machinery and manual scraping, flame cleaning, the application of cleaning fluids, rust inhibitors, taping, covering surfaces for their protection from paint, etc., including the use of miscellaneous hand and power driven tools and equipment required for work coming under this jurisdiction, the filling of spray pots and sand pots, the application of all sealers inside or outside, the application of all colour code distinguishing marks and the application of all protective and decorative coatings on all piping, insulated or otherwise, and the vacuuming of tanks, etc.

Building cleaning is defined as the process of removing dirt, stain or discoloration or any unwanted films by use of manually operated scrubbing techniques or by power operated machinery or equipment such as steam blast, water jet blast and/or such other process as will suffice to accomplish the cleaning of buildings, ships, structures, etc.

## ARTICLE 3

### EMPLOYEE DEFINITION & RESPONSIBILITY

**3.01** An employee is defined as either a Qualified Journeyman, an Unqualified Journeyman or an Apprentice painter, paperhanger, fabric hanger, decorator, sandblaster, water blaster, vacuum man, spray applicator, swing stage man, foreman or sub-foreman working for any individual firm, co-partnership or corporation. He shall be in good standing with the Union.

**3.02** It is the responsibility of each employee to provide the appropriate personal equipment.

**3.03** A Qualified Journeyman is the holder of a Certificate of Qualification issued under the Ontario Apprenticeship Act or jointly by the Ontario Council (Union) and the Ontario Painting Contractors Association. New cards will bear the logos of both parties and will be dated July 1, 1993. After this date the cards will only be available to employees certified through the Ontario Labour Relations Board.

**3.04** An Unqualified Journeyman is an employee who does not hold a Certificate of Qualification issued under the Ontario Apprenticeship Act. These Unqualified Journeymen will not be allowed to work alone, nor to work overtime until all qualified Journeymen and Apprentices are on overtime. Unqualified Journeymen may be replaced by any available Qualified Journeyman or Apprentice at the request of the Union representative after **48** hours' notice or the following Monday. Rates of pay for Unqualified Journeymen will be 20% per hour ~~less~~ than the Qualified Journeyman rate.

**3.05** It is agreed that any violation of the Unqualified Journeyman conditions will result in a Joint Trade Board Hearing against that firm.

**3.06** An Apprentice is an employee in training who has been registered with the Ministry of Skills Development, Apprenticeship Branch through the Union.

## ARTICLE 4

### EMPLOYER DEFINITION AND RESPONSIBILITY

**4.01** The Employer shall register his name and address with the Local Union office in the area jurisdiction where he performs work or carries on business.


**4.02** The Employer shall carry Workers' Compensation, Unemployment Insurance and comply with all other Federal, Provincial and Municipal laws pertaining to the Painting Industry.

**4.03** This Agreement shall be binding on the parties hereto, their successors, administrators, executors and assignees. In the event the business or any part thereof presently operated by the Employer party to this Agreement is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings by any successor, such successor shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

**4.04** Any Employer who does any work as defined under Article 2, Scope of Work, shall be a member of the Union and shall make all contributions to the various funds (Welfare, Pension, Vacation Pay, Industry Fund, Ontario Painters & Decorators Training Trust Fund, including administrative dues payments).

## ARTICLE 5

### DUES COLLECTION

 **5.01** 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 Local Union under whose jurisdiction the Employer is performing work and promptly remit the same, together with a list of the names of the employees on whose behalf deductions are made in accordance with Article 21.

**ARTICLE 6**

## UNION AND EMPLOYER JOINT TRADE BOARD COMMITTEE

**6.01** The parties hereto agree that a Committee shall be established upon the signing of this Agreement known as the Union and the Employer Joint Trade Board Committee. This Committee shall be composed of three representatives appointed by the Employer and three representatives appointed by the Union. One of the members so appointed shall be elected Chairman of the Committee and one person shall be elected Secretary of the Committee provided that when the Chairman is from the Employer nominees the Secretary shall be from the Union nominees and vice versa.

The Chairman and Secretary shall rotate annually.

A quorum consists of four representatives, two being nominees from the Employers and two from the Union.

**6.02** The Committee shall meet monthly. It shall be the duty of this Committee, in keeping with the intent of harmonious relations:

- (a) to administer and enforce this Agreement;
- (b) to act in an advisory capacity to the Painting and Decorating Industry and deal with problems which arise from time to time.
- (c) When dealing with grievances, a unanimous decision of the Committee shall be binding on the parties to the grievance. Notices of meetings shall be sent to all interested parties, including the Employer Bargaining Agencies at least ten days before the scheduled meeting. Such notices shall be by fax or registered mail.
- (d) If, in a grievance matter, no unanimous decision is reached, then any of the parties may pursue any other available remedy.

Please refer to Article 25 of this Appendix re Payment of Wages.

**ARTICLE 7**

## ACCESS TO JOBS

**7.01** The Business Representatives and International Representative shall have access to all jobs during working hours but at no time shall interfere with the job progress. Security Regulations on any job must be adhered to.

**ARTICLE 8**

## PIECEWORK AND MOONLIGHTING

**8.01** No employee shall work on a piecework basis.

**8.02** No member of the Union shall engage as a contractor unless he has first become bound to this Collective Agreement. If an employee does engage as a contractor without first becoming so bound, he shall immediately lose his membership in the union together with all rights of union membership, including the rights under any Trust Agreement to self-pay any benefits.

## **ARTICLE 9**

### **UNION OBLIGATIONS**

**9.01** The Union shall not supply its members to any Employer which has not entered into this Agreement with the Union.

**9.02** No member of the Union shall accept employment with an Employer who does not comply with all the requirements of this Agreement.

**9.03** The Union shall not enter into an Agreement with any Employer unless such Employer is acceptable to the appropriate Employers' organization save and except in the case of Collective Agreements between the Union and such Municipal or other governmental bodies which employ Union members.

## **ARTICLE 10**

### **REST PERIODS**

**10.01** All employees working during the regular working day shall be given, with pay, a ten minute rest period during the morning and also during the afternoon, which shall be in addition to any time allowed for meals.

**10.02** All employees engaged in overtime work following their normal shift, shall be given, with pay:

- (a) A ten minute rest period after each two hours of overtime worked; and
- (b) A twenty minute rest period to eat a meal, after each four hour overtime period.

## **ARTICLE 11**

### **STANDARD HOURS OF WORK AND SHIFT WORK**

See Schedule "A" attached hereto.

## **ARTICLE 12**

### **WAGE RATES**

See Schedule "B" attached hereto.

**ARTICLE 13****OVERTIME WORK AND STATUTORY HOLIDAYS**

$\frac{37}{0} A+B$

**13.01** Overtime work will be construed to mean all hours worked in excess of those stipulated in Standard Hours of Work and Shift Work Clause and shall be paid at double the regular rate, except where indicated in local appendices, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising this right.

40  
1

**13.02** All work performed on Saturdays and Sundays and the following Statutory Holidays, i.e. New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, shall be paid at double the regular rate of each employee. The Employer agrees that no employee shall be required to work on Labour Day except in case of emergency. Holidays that fall on a Saturday or Sunday shall be observed on the following Monday.

$\frac{3}{9}$

$\frac{37}{0} C.D.$

**13.03** For work on bridges, tanks and marine work the first two hours of overtime shall be at 1 1/2 times the regular rate.

**13.04** For work on bridges, tanks and marine work, including the geographic area of Lambton County, make-up time can be worked between Monday to Saturday inclusive, up to 40 hours (excluding Sunday and Statutory Holidays) at a \$3.00 per hour premium.

$\frac{52}{1} E$

**ARTICLE 14****TRAVELLING TIME AND TRANSPORTATION**

**14.01** Where an employee is instructed by the Employer to report to a job location which necessitates Travelling Time and Transportation he shall receive transportation plus accommodation and meals in accordance with Article 15 in Appendix "A". The employee will be compensated at his hourly rate not exceeding eight hours per day for such Travelling Time.

**14.02** An employee shall be paid return Travelling Time and Transportation;

- (a) If he has been laid off or his employment terminated,
- (b) If the job has been completed,
- (c) If he has been granted permission by the Employer or his representative to leave before completion of the job.

**14.03** No time shall be deducted from an employee who is required to go from one job to another job during regular working hours.

**14.04** Allowances for Travelling Time and Transportation are as detailed in the appropriate local Schedule "D" attached hereto.

**14.05** When an employee is requested to use his own vehicle for company use, the Employer will carry non-owner insurance for such employee and the Employer shall pay \$0.29 per km, effective September 22, 1992, including travelling time. Effective May 1, 1993, this shall increase to \$0.30 per km, and effective May 1, 1994, the amount shall be \$0.31 per km.

15

**ARTICLE 15****ROOM AND BOARD ALLOWANCE**

15.01 All employees working on a job who are required to maintain temporary living quarters away from their permanent residence will receive rates of pay as defined in Article 12, Schedule "B", and work the standard hours of work as defined in Article 11, Schedule "A", and will receive Board Allowance as stipulated in Article 15 of Appendix "A".

15.02 Board Allowance of \$52.50 daily or up to \$367.50 weekly shall be paid to all employees, effective September 22, 1992. To qualify for a full week's board, the employee must work both the Friday and Monday shifts. If an employee misses a shift he shall forfeit 1/7 of his Board Allowance but no deduction shall be made if this is because of waiting time, inclement weather or a Statutory Holiday, or if due to a bona fide illness or due to compassionate grounds satisfactory to the Employer and the Union.

15.03 Additional expenses incurred in Room and Board shall be paid for by the Employer and in all cases arrangements shall be made for the Foreman or designated supervisor to draw advance expenses.

15.04 There shall be a maximum of two persons per room in any 24-hour period on out-of-town work.

78  
9

**ARTICLE 16****PENSION PLAN TRUST FUND**

16.01 Effective September 8, 1992 the Employer agrees to pay pension contribution in the amount of one dollar and eighty cents (\$1.80) per hour worked by each employee covered by this Agreement. Effective May 1, 1993 this amount shall be increased to two dollars (\$2.00) per hour worked and effective November 1, 1994 this amount shall be increased to two dollars and ten cents (\$2.10) per hour worked.

16.02 Sixty cents (\$0.60) of the above contribution will be forwarded by the Trustees of the Pension Trust Fund to the International Brotherhood of Painters and Allied Trades Union and Industry National Pension Fund (Canada). Effective May 1, 1993 this amount shall be increased to eighty (\$0.80) cents.

16.03 The remittance of these contributions shall be as provided for in Article 21 of this Appendix.

16.04 It is agreed that the Pension Plan Trust Fund shall be administered by a joint Board of Trustees as provided in Article 21.09 of this Appendix.

**ARTICLE 17****VACATION AND STATUTORY HOLIDAY PAY**

17.01 Vacation Pay shall be paid at 4% of gross wages. Statutory holidays shall be paid at 6% of gross wages, for a total of 10%, on gross wages earned by each employee paid on an hourly basis.

5/9



**17.02** The Employer shall pay vacation pay and Statutory Holiday Pay into a Vacation Pay Trust Fund.

**17.03** The Vacation money will be paid by the Vacation Pay Trust Fund twice yearly – June and December – for all areas except Toronto which will be paid once yearly in June.

**17.04** See Article 21 for Method of Payment.

**17.05** It is agreed that the Vacation Pay Trust Fund shall be administered by a joint Board of Trustees as provided in Article 21.09 of this Appendix.

**17.06** 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.
- (3) To accrue equally to the benefit of, and be paid to the Association and Union at a regular interval, not exceeding one year.

## ARTICLE 18

### INDUSTRY FUND

**18.01** Each Employer shall contribute to the Industry Fund, a sum equal to **\$0.20** (twenty cents) for each hour worked by each of his employees. This Fund shall be administered through the offices of the Welfare Fund Administrator.

**18.02** The Industry Fund amounts on receipt shall be immediately paid to the Ontario Painting Contractors Association as each Employer's contribution to the cost of general administrative and/or operating use and the general advancement of the painting and decorating business.

**18.03** The Employer shall bear responsibility for the costs involved for the collection and distribution of the money in this Fund as effected by the Administrator.

**18.04** The remittance of this Fund shall be as provided for in Article 21 of this Appendix.

## ARTICLE 19

### TRAINING TRUST FUND

**19.01** Effective May 1, 1992 each Employer shall deduct five cents for each hour worked from the pay of each employee. Effective May 1, 1993, this amount shall cease to be deducted.

Effective May 1, 1993 each Employer shall contribute to the Ontario Painters & Decorators Training Trust Fund the sum of 10 cents for each hour worked by each employee.

Wage rates in each local have been adjusted to reflect this change.

**19.02** The remittance of this Fund shall be as provided for in Article 21 of this Appendix.

**19.03** The purpose of the Fund includes:

- (a) upgrading the skills of employees in commercial and industrial applications of materials and use of equipment;
- (b) assisting employees in all phases of training and education; 25A-B 62A-B
- (c) encouraging applicants to enter the painting trade. 1 1

**19.04** It is agreed that the Training Trust Fund shall be administered by a Board of not more than six Trustees, three of whom shall be appointed by the Employers and three of whom shall be appointed by the Union.

## ARTICLE 20 WELFARE TRUST FUND

**20.01** Commencing with the effective date of this Agreement and continuing thereafter for the life of this Agreement the Employer agrees to remit contributions to the Welfare Trust Fund by the 20th day of the month following the month in which the hours were worked to an Administrator designated by the Trustees.

**20.02** Effective September 22, 1992, the Employer shall contribute to the Welfare Trust Fund ninety cents (\$.90) per hour for each hour worked by each employee covered by the Agreement. Effective May 1, 1993 this amount shall be increased to one dollar and five cents (\$1.05). Effective November 1, 1994 the amount shall be one dollar and fifteen cents (\$1.15).

**20.03** It is agreed that, subject to compliance with such other requirements as the Trustees may from time to time establish, the Trustees may accept contributions to the Welfare Trust Fund from an Employer as defined in the Welfare Trust Fund Agreement.

**20.04** It is agreed that the Welfare Trust Fund shall be administered by a Joint Board of Trustees as provided in Article 21.09 of this Appendix.

**20.05** The benefits received by employees from the Welfare Trust Fund shall be those benefits which are determined from time to time by the Trustees and which can be made available under the law and from the funds under the administration of the Trustees.

## ARTICLE 21

### METHOD OF PAYMENT TO FUNDS AND ADMINISTRATION OF FUNDS

**21.01** Commencing with the month following the effective date of this Agreement and continuous thereafter for the life of this Agreement, the Employers agree to pay into the Pension Fund, Welfare Trust Fund, the Vacation Pay Trust Fund, the Training Trust Fund, and the Industry Fund, contributions in the amount and under the conditions stipulated below and as set out in Article 16, Article 17, Article 18, Article 19 and Article 20, and further agree that these amounts shall be remitted to the Administrator on or before the 20th of the month following the work month completed.

All money to be contributed according to Articles 17, 18, 19 and 20 shall be considered a Trust Fund in the hands of the Employer until the money is paid to an Administrator designated from time to time by the Employers and the Union signatory to this Collective Agreement.

Any and all payments relating to the Pension, Welfare, Training Trust, Industry Fund and the Vacation Pay Fund, along with administrative dues check-off and the Union dues, shall be sent to the Administrator on such form as designated by the Trustees of such funds.

**21.02** It is agreed that failure to submit the aforementioned payments within 5 calendar days as specified in 21.01 shall result in all employees being removed by the Union from any work being performed by such Employer without this being in violation of this Agreement on the part of the Union, and that such failure on the part of any Employers to make such payments will constitute a Violation of this Collective Agreement and the Employer will be subject to proceedings by both or either of the Union and the Association.

**21.03** Non-payment in accordance with the foregoing provisions shall not relieve the Employer of the obligation to pay and the Employer agrees that the Trustees or the Administrator shall have authority and capacity to take any action required at law to enforce payment of all such sums as may be due and unpaid.

**21.04** All sums not paid within the specified time limit shall bear interest at the rate of five percent (5%) per month.

**21.05** If the Trustees or the Administrator determines that there is a reasonable basis for a chartered accountant to examine the books of account and related documents of any Employer for the purpose of verifying the accuracy of any reports made by such Employer regarding amounts due to the Funds, or for determining what, if any, amounts are due and unpaid to the Funds or any of them, each Employer agrees that it will permit and does hereby authorize a chartered accountant who does not perform services for the Association (or any of them) or the Union to:

- (a) enter upon the Employer's premises at any reasonable time and from time to time in order to conduct an inspection, examination or audit in that regard;
- (b) examine all books, documents, records, time sheets or other material that may be relevant in that regard;
- (c) make inquiry of and receive from any employee, persons or institutions employed by the Employer all such books, documents, records, time sheets or other material as may be relevant in that regard.
- (d) report to the Trustees or Administrator as to his findings.

**21.06** In the event that it is determined that an Employer has failed to carry out any of its obligations under this Collective Agreement, or has failed to carry out any such obligations within the specified time, such Employer shall forthwith upon written demand from the Trustees or the Administrator:

- (a) make payment of all such amounts as are determined to be owing whether by way of payments, interest thereon or otherwise;
- (b) complete and remit all such forms, returns or information as may be outstanding;

- (c) pay an amount equal to all of the costs or expenses incurred by or on behalf of the Funds, the Trustees, the Administrator or any of them in connection with such inspection, examination, audit, recovery or attempts thereat including legal fees, costs and expenses;
- (d) post such deposit or bond in such amount not to exceed **\$10,000.00** with the Trustees or Administrator to be held by them as security for the future due performance by the Employer of its obligations under the Agreement or any successor Collective Agreement.

**21.07** In the event that the Trustees or the Administrator find it necessary to employ legal counsel for the enforcement of any right under Article **21** or the recovery of any amount due thereunder then the Employer agrees that it will be liable to make payment of a sum equal to all counsel fees and solicitor and client costs arising out of such employment or actions taken thereby.

**21.08** In the event that the aforementioned payments are not made on the date due therefor, as specified in Article **21.01** and **21.02** hereof, then the Employer agrees to pay liquidated damages to the requisite Trust Funds at the rate of five percent (5%) per month or fraction thereof (being the equivalent of sixty percent (60%) per annum calculated monthly not in advance) on the gross amount overdue.

**21.09** Each of the Pension Plan Trust Fund, Welfare Trust Fund and Vacation Pay Trust Fund shall be administered by a **Board** of not more than nine (9) Trustees, a minimum of three (3) of whom shall be appointed by the Employer and a maximum of six (6) of whom shall be appointed by the Union. An Employer-appointed Trustee must be a representative of an active contractor that is a member in good standing of the Ontario Painting Contractors Association. Any vacancies shall be filled on a basis which retains the above arrangement.

**21.10** At all meetings of the Trustees of any of the Funds described in Section **21.09**, the Employer-appointed Trustees shall have an equal number of votes to cast on each matter to be decided as the Union Trustees, notwithstanding the number of Trustees of either group present and the presence of at least two Union and two Employer Trustees shall be required to constitute a quorum.

**21.11** The parties agree to cause all steps necessary to be taken to properly amend the provisions of the Trust Agreements to give effect to the foregoing.

## ARTICLE 22

### OVERTIME REGISTRATION CLAUSE

**22.01** The parties hereto agree that overtime work may only be performed by the employees covered by the Collective Agreement if the following conditions are first satisfied:

- (i) The employer must apply to the Union's Office for an overtime registration at least forty-eight (48) hours before such overtime is scheduled to be performed, except in emergency situations where application may be made by phons call to the Union **Office** no later than one hour before such work is Scheduled to begin. A phone recorder will be employed.

- (ii) In the event that the Union issues an overtime registration, one copy of same shall be sent to the Employer who shall forthwith post it at the job site and a second copy shall be sent to the Association for its files.

**22.02** If any overtime work is performed without the Employer having complied with paragraph (1) hereof, or any part thereof, the Employer shall be required to forthwith post a certified cheque to be held in escrow by the Association in the sum of Two Thousand Five Hundred (\$2,500.00) dollars payable to the Union. This cheque to be held for a period of one year at which time it shall be returned to the contractor. In the event of a further contravention of paragraph (1) or any part thereof, during said year, such cheque shall be delivered to the Union for negotiation. In the event of a third contravention of paragraph (1) or any part thereof, the Employer shall similarly be required to post a further certified cheque to be held for a period of one year in escrow by the Association, in the sum of Five Thousand (\$5,000.00) dollars payable to the Union, and in the event of a fourth contravention of paragraph (1) or any part thereof, such cheque shall be delivered to the Union for negotiation.

**22.03** Further, or in the alternative, any overtime work performed by the Employer without having complied with paragraph (1) or any part thereof, shall be deemed to be a violation of the collective Agreement by the Employer and may be processed by the Union as a grievance against him.

### ARTICLE 23

#### SUBLETTING WORK OR CONTRACT

**23.01** Employers signatory to this Agreement shall not sublet, assign or transfer work to any person, firm or corporation who is not signatory to this Agreement, prior to commencing work.

The subcontractor must also have employees.

Piecework is not allowed under any condition.

Employees offered the regular hours of employment shall not engage in work noted under the Scope of Work of the Agreement, after hours.

### ARTICLE 24

#### WAITING AND REPORTING TIME

**24.01** Employees who report for work on request by the Employer and cannot start or continue work as the case may be because of inclement weather or circumstances beyond the control of the Employer, shall be entitled to a minimum of two (2) hours wages providing they remain on the job for that two hour period.

### ARTICLE 25

#### SEPARATION AND PAYMENT OF WAGES

**25.01** The foregoing shall not apply to an employee who quits of his own accord, and such employee shall receive his salary on the next pay day.

All employees must be paid in full at the time ~~of~~ separation or by negotiable cheque mailed not later than the next day. One hour's notice is to be given employees at the time of separation or one hour's pay in lieu thereof. Unemployment Insurance Slips are to be handed to or mailed to the employee within seventy-two hours of separation.

**25.02** Wages shall be paid weekly at the established rate specified herein by cash or negotiable cheque or automatic bank deposit on Thursday or Friday. All pay, whether in cash or by cheque shall be accompanied by a pay slip which shall contain the following information:

- (1) hours worked;
- (2) rate of pay per hour;
- (3) income tax deducted;
- (4) CPP deducted;
- (5) UIC deducted;
- (6) Vacation Pay deducted;
- (7) Administration and monthly Union dues deducted.

**25.03** Should no pay slip or cheque stub be issued or should it not contain the information contained in Article 25.02 then, provided the matter is raised within 28 days of the date of delivery of the pay, the Employer shall be required to pay to the Joint Trade Board Committee (Article 6) as liquidated damages, a sum equal to the amount of the cheque for each pay period. In addition, the employee shall be fined by the Union the sum of \$500.00 per pay period which sum shall be paid to the Joint Trade Board Committee. No claim shall be made for any period exceeding 28 days.

## ARTICLE 26

### LOCAL UNION JURISDICTION WITH OUT OF TOWN EMPLOYEES

**26.01** The Employer when engaged in work outside the geographical jurisdiction of the Local Union which has jurisdiction within such Employer's place of business, will hire at least ~~(75%)~~ of employees for the Local Union which has jurisdiction where such work is being performed from either the hiring hall ~~of~~ such Local Union, or the Local Union's designated representative. But in all cases the stipulations as outlined in Article 2, Union Security, (Master Portion of this Agreement) will apply.

**26.02** Those employees who are normally employed at the Employer's home area must also report to the Business Representative of the Local Union where the work is being performed before starting work. Where there is an Administrative Dues Check-off then it is agreed that the out of town employees will be required to have such deductions made in the same manner as the employees of the Local Union having jurisdiction on the job.

## ARTICLE 27

### JURISDICTIONAL DISPUTES

**27.01** Any jurisdictional dispute between the Union and any other Trade Union that involves any work undertaken by the Employer will in no way interfere with the progress and prosecution of such work and shall be settled in accordance with the plan pursuant to the Labour Relations Act, Revised Statutes of Ontario, 1970 as amended.

**ARTICLE 28****APPRENTICES**

**28.01** It is agreed that Apprenticeship Periods be as stipulated in Ontario Regulation #50, under the Apprenticeship and Tradesmen's Qualification Act. Apprentices shall not be less than sixteen (16) years of age, preferably have completed Grade 12, but not less than Grade 10; or as per the Painter Apprenticeship Regulations. They shall become Apprentice Members of the Union and shall be admitted to full membership only upon completion of their Apprenticeship Training (including school requirements) and successfully obtaining the Certificate of Apprenticeship Training and Certification of Qualification as issued by the Ministry of Skills Development. An Apprentice shall work the same hours as a Journeyman and will work under the supervision of a Journeyman at all times. Only upon successful completion of the school requirements, the Certificate of Apprenticeship Training and the Certificate of Qualification Examinations by the Ministry of Skills Development will the Apprentice (then Journeyman) receive 100% of the Journeyman Wage Rate.

The ratio of Apprentices to Journeymen shall not exceed one Apprentice to five regularly employed Journeymen in any shop. (The regularly employed Journeymen shall be calculated on an average for a one year period.) Each shop employing less than an average of five Journeymen shall be entitled to one Apprentice where at least one Journeyman is employed regularly. Shops employing an average over a one year period of five or more employees must have one Apprentice in their employ for every five Journeymen, if applicants are available.

**28.02** Apprentices must attend Trade School Sessions when notified by the Ministry of Skills Development (Apprenticeship Branch) and the Painter Apprenticeship Office. Failure to comply without prior approval from the Painter Apprenticeship Office or official deferment from the Ministry of Skills Development, (Apprenticeship Branch) will result in immediate suspension from the Union.

**28.03** The rate of wages for an Apprentice in the certified trade when not attending a training programme at a location approved by the Director, shall be not less than the minimum rate of wages prescribed by the Employment Standards Act for employees in the particular branch of the certified trade.

1 - 900 hours	-	40% of a Journeyman's Rate
901 - 1800 hours	-	45% of a Journeyman's Rate
1801 - 3600 hours	-	60% of a Journeyman's Rate
3601 - 5400 hours	-	80% of a Journeyman's Rate

*2512*  
*1*

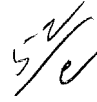
**28.04** There will be a three month probation period for new Apprentices, and no Pension contributions shall be made by the Employer for the first six months of an Apprentice's employment.

*1090*

**28.05** It is agreed that any violation of the Apprentice ratio will result in a Joint Trade Board Hearing called against that firm.

**28.06** It is agreed that both Union and Employer will encourage Journeymen to attend upgrading courses when they are made available.

**28.07** Any Trade School Failure must, at the discretion of the Director of the Apprenticeship Program, be upgraded and a supplementary Examination passed before the Apprentice is scheduled to attend the next level school session.

**ARTICLE 29**

## CLEAN UP TIME

29.01 Employees shall be allowed five minutes with pay immediately prior to lunch time and five minutes immediately prior to quitting time for cleaning up purposes except Spray Painters and Sand Blasters who shall, in each case, be allowed fifteen minutes with pay.

**ARTICLE 30**

## ACCRETION

30.01 This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit including but not limited to newly established or acquired operations.

**ARTICLE 31**

## NON - AFFILIATION

31.01 It shall not be considered a violation of this Agreement when workers working under the terms of this Agreement refuse to work with other tradesmen who are not affiliated with the Local Building and Construction Trades Council and/or the Provincial Building Trades Council of Ontario AFL-CIO.

**ARTICLE 32**

## SHOP WORK

32.01 On any sandblasting, cleaning and/or painting that is done within the Employer's shop or within the confines of the area or compound, which would be generally known as "The Shop", all overtime will be paid at double time.

**ARTICLE 33**

## APPENDICES

33.01 The Appendices attached hereto contain the provisions of the Agreement (Appendix A) relating to particular geographic areas of the Province and apply to an Employer when he performs work or carries on business in those areas. Such appendices shall be deemed to be part of this Agreement.

33.02 For the sake of clarification, the following is a complete list of the Local Union members of the Council together with their area jurisdictions:



- (1) Local D.C. 46 - Toronto - In Halton (R.M.) That portion east of the 8th line and south of Highway 401; Peel (R.M.); York (R.M.); Metropolitan Toronto; County of Simcoe except the Townships of Rama and Mara; District of Muskoka; and in Durham (R.M.) the Township of Uxbridge and the Towns of Ajax, Pickering and Whitby.
- (2) Local 114 - Kingston - Counties of Hastings, Lennox, Addington, Frontenac, Leeds, Prince Edward, Haliburton; County of Northumberland except the Township of Hope; County of Peterborough except the Township of Cavan; and the County of Victoria except the Township of Manvers.
- (3) Local 200 - Ottawa - Counties of Renfrew, Lanark, Glengarry, Carlton, Grenville, Prescott, Dundas, Stormont Russell.
- (4) Local 205 - **Hamilton-Wentworth (R.M.)**; in the Regional Municipality of Haldimand, Norfolk and Niagara, an area bounded on the west by a line drawn southeasterly along the road from Hartford, past Varencey and continuing onto the shore of Lake Erie and on the east by a line commencing on the shore of Lake Ontario at the boundary of the town of Grimsby and the town of Lincoln and running southwesterly to Evans Point on the shore of Lake Erie. In Halton (R.M.) all except that portion east of the 8th line and south of Highway 401.
- (5) Local 407 - **Niagara Region** - In Niagara (R.M.) the part east of a line commencing on the shore of Lake Ontario at the boundary of the town of Grimsby and the town of Lincoln and running southeasterly on a line towards Evans Point on the shore of Lake Erie.
- (6) Local 1494 - **Windsor** - Counties of Essex and Kent.
- (7) Local 1590 - London - Counties of Bruce, Huron, Perth, Oxford, Elgin and Middlesex.
- (8) Local 1590 - Sarnia - County of Lambton.
- (9) Local 1671 - Thunder Bay - District of Kenora (including Patricia portion), Rainy River, Thunder Bay (including White River) and the District of Cochrane north of the 49th parallel.
- (10) Local 1824 - Grand Valley (R.M.); Counties of Wellington, Dufferin, Grey and Brant; and in Haldimand-Norfolk (R.M.) that portion west of a line drawn southeasterly along the road from Hartford past Varencey and continuing onto the shore of Lake Erie.
- (11) Local 1832 - Oshawa - Counties of Durham and Ontario.
- (12) Local 1904 - **Sault Ste. Marie** - County of Algoma.
- (13) Local 1904 - Sudbury - Districts of Parry Sound, Nipissing, Manitoulin, Sudbury, Temiskaming, and the District of Cochrane south of the 49th parallel,

25

**ARTICLE 34**

***This clause will cease to exist after April 30, 1995 unless renegotiated***

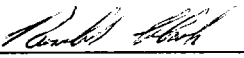

**ENABLING CLAUSE PROVISIONS**

The following has been negotiated under the Enabling Clause, by mutual agreement and on a voluntary basis:

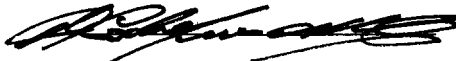
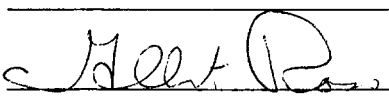
- 1) In Toronto, Oshawa, Kingston and Kitchener (Grand Valley), Fridays may be extended by 2 1/2 hours at a \$3.00 per hour premium.
- 2) In Toronto, Oshawa, Ottawa, Hamilton and Kitchener (Grand Valley), the first 2 hours of overtime per day, Monday through Thursday will be paid at time and one-half. All other overtime will be as per the Collective Agreement.
- 3) **Water tanks only**
  - a) It has been agreed by both parties that for the life of this Agreement, employers doing work on water tanks will have full mobility of employees in the Province of Ontario with the understanding that the employer will call the local business agent where the work is being performed to have a referral slip issued.
  - b) No overtime provisions will apply on water tanks for the life of this Agreement.

Dated at Toronto this 7 day of **APRIL**, 1993.

THE ONTARIO PAINTING  
CONTRACTORS ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Mr. Magnard.  
\_\_\_\_\_  
\_\_\_\_\_

THE INTERNATIONAL BROTHERHOOD  
OF PAINTERS AND ALLIED TRADES  
AND THE ONTARIO COUNCIL OF THE  
INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

## DISTRICT COUNCIL 46

Territorial Jurisdiction as follows:

In Halton (R.M.) that portion east of the 8th line and south of Highway 401; Peel (R.M.); York (R.M.); Metropolitan Toronto; County of Simcoe except the Townships of Rama and Mara; District of Muskoka; and in Durham (R.M.), the Township of Uxbridge and Towns of Ajax, Pickering and Whitby.

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday and Thursday.

A regular working day on a Friday shall consist of not more than 5 1/2 hours employment to be performed between the hours of 8:00 a.m. and 2:00 p.m.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than 7 1/2 hours on one shift performed on night work for 8 1/2 hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. to 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$24.18 per hour
Effective May 1, 1993	\$24.66 per hour
Effective May 1, 1994	\$25.26 per hour
Effective November 1, 1994	\$25.86 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers and Signwriters shall receive Fifty Cents (\$0.50) above the basic rate.

(b) Foremen, Sub-Foremen, Spraymen and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair interior and exterior, and exterior work on Scaffolding and Ladders:

52d  
/1

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in Clauses 2(a) and 2(b) above and shall be cumulative.

### **SCHEDULE "C"**

#### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. SEE ARTICLE 13, APPENDIX "A".

### **SCHEDULE "D"**

#### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. All work performed within a 40 km zone area radiating from Toronto City Hall shall be paid travelling expenses as follows:

Zone 1	0 – 8 km	\$1.00 Travel Expense
Zone 2	8 – 16 km	\$1.50 Travel Expense
Zone 3	16 – 24 km	\$2.50 Travel Expense
Zone 4	24 – 32 km	\$3.50 Travel Expense
Zone 5	32 – 40 km	\$4.50 Travel Expense

All work performed beyond Zone 5 shall be paid the \$4.50 Daily Zone Travel Expense plus an additional road mileage of sixteen cents (\$0.16) per km each way from the perimeter of zone 5 to the destination and return thereto up to 64 km outside the 40 km zone. Beyond the 64 km outside of the zone, Room and Board shall prevail. It is agreed the Company will supply transportation beyond the zone limit or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.

#### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### **PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT

### **SCHEDULE "F"**

#### **VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT

### **SCHEDULE "G"**

#### **WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 1 1/2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## KINGSTON LOCAL 114

Territorial Jurisdiction as follows:

Counties of Hastings, Lennox, Addington, Frontenac, Leeds, Prince Edward Haliburton; County of Northumberland except the Township of Hope; County of Peterborough, except the Township of Cavan; and the County of Victoria except the Township of Manvers.

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday, Tuesday, Wednesday and Thursday.

A regular working day on Friday shall consist of not more than 5 1/2 hours employment to be performed between the hours of 8:00 a.m. and 2:00 p.m.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than 7 1/2 hours on one shift performed on night work for 8 1/2 hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. to 8:00 a.m. on any Monday shall be paid at double time. In order to complete a full week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September, 1992	\$21.23 per hour
Effective May 1, 1993	\$21.71 per hour
Effective May 1, 1994	\$22.31 per hour
Effective November 1, 1994	\$22.91 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty Cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in clause 2(a) and 2(b) above and shall be cumulative.

### **SCHEDULE "C"**

#### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. SEE ARTICLE 13, APPENDIX "A"

### **SCHEDULE "D"**

#### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. There shall be a 16 km free zone from City Hall. On all work performed beyond the 16 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the 16 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.

#### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### **PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

### **SCHEDULE "F"**

#### **VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

### **SCHEDULE "G"**

#### **WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

#### **ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## OTTAWA LOCAL 200

**Territorial** Jurisdiction as follows:

Counties of Renfrew, Lanark, Glengarry, Carlton, Grenville, Prescott, Dundas, Stormont, Russell.

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The following hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than eight hours on one shift performed on night work for nine hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly wage rate shall be as follows:

Effective September 1992	\$20.79 per hour
Effective May 1, 1993	<del>\$21.27</del> per hour
Effective May 1, 1994	\$21.87 per hour
Effective November 1, 1994	\$22.47 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hanger, Signwriters and night work shall receive Fifty cents (\$0.50) above the basic rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the basic rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in Clauses 2(a) and 2(b) above and shall be cumulative.



### **SCHEDULE "C"**

#### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. Overtime shall be paid at the ~~rate~~ of time and one-half for the first four hours in excess of the regular working day and at double time thereafter.
2. SEE ARTICLE 13.02, APPENDIX "A,"
3. SEE ARTICLE 13.03, APPENDIX "A."

### **SCHEDULE "D"**

#### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. There will be a 16 km free zone from City Hall. On all work performed beyond the 16 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (~~\$0.16~~) per km providing the employee is on the job at starting time and works a ~~hill shift~~ unless prevented from doing so by conditions beyond his Control. It is agreed the company will supply transportation beyond the 16 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (~~\$0.31~~) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.

#### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### **PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT

### **SCHEDULE "F"**

#### **VACATION PAY AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT

### **SCHEDULE "G"**

#### **WELFARE TRUST**

1. SEE ARTICLE 10 AND ARTICLE 21 FOR METHOD OF PAYMENT.

#### **ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.

2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## HAMILTON LOCAL 205

### Territorial Jurisdiction as follows:

GEOGRAPHIC AREA: Hamilton-Wentworth (R.M.); in the Regional Municipality of Haldimand, Norfolk and Niagara, and area bounded on the west by a line drawn southeasterly along the road from Hartford, past Varenco and continuing onto the shore of Lake Erie and on the east by a line commencing on the shore of Lake Ontario at the boundary of the town of Grimsby and the town of Lincoln and running southwesterly to Evans Point on the shore of Lake Erie. In Halton (R.M.) all except that portion east of the 8th line and south of Highway 401.

### SCHEDULE "A"

#### HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than 7 1/2 hours on one shift performed on night work for 8 1/2 hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$22.69 per hour
Effective May 1, 1993	\$23.17 per hour
Effective May 1, 1994	\$23.77 per hour
Effective November 1, 1994	\$24.37 per hour

It is agreed that the previous Agreement of maintaining a differential of 10% of the above rates on work in new apartment construction shall continue during the term of this Agreement.

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	<b>\$1.00</b> hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

Special premiums not covered above may be negotiated between the Employer and the Business Representative.

### **SCHEDULE "C"**

#### OVERTIME WORK AND STATUTORY HOLIDAYS

1. SEE ARTICLE 13, APPENDIX "A".

### **SCHEDULE "D"**

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".
2. All work performed within a 56 km zone radiating from Main and Sherman, Hamilton, there will be a six zone system as follows:

Zone 1	0 - 8 km radius	No Travel Expense
Zone 2	8 - 16 km radius	<b>\$1.00</b> Travel Expense
Zone 3	16 - 24 km radius	<b>\$2.00</b> Travel Expense
Zone 4	24 - 32 km radius	<b>\$3.00</b> Travel Expense
Zone 5	32 - 40 km radius	<b>\$4.00</b> Travel Expense
Zone 6	40 - 56 km radius	<b>\$7.50</b> Travel Expense
(Which shall also include the Nanticoke Area)		

The above Travel Expenses are to be paid regardless of point of residence.

3. All work performed beyond Zone 6 shall be paid at **\$7.50** Daily Zone Travel Expense plus an additional road mileage of sixteen cents (\$0.16) per km each way from the perimeter of Zone 6 to the destination and return thereto up to 48 km outside the 56 km zone. Beyond the 48 km outside of the zone, Room and Board shall prevail. It is agreed the Company will supply transportation beyond the zone limit or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.

#### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### PENSION PLAN

1. SEE ARTICLE 16 AND ARTICLE 21 ~~FOR~~ METHOD OF PAYMENT.

**SCHEDULE "F"****VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "G"****WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## NIAGARA REGION LOCAL 407

### Territorial Jurisdiction ~~as~~ follows:

In Niagara (R.M.) the part east of a line commencing on the shore of Lake Ontario at the boundary of the town of Grimsby and the town of Lincoln and running southeasterly on a line towards Evans Point on the shore of Lake Erie.

### SCHEDULE "A"

#### HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for ~~all~~ employees shall be ~~as~~ follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of ~~such~~ nature that it cannot ~~be~~ performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than 7 1/2 hours on one shift ~~performed~~ on night work for 8 1/2 hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a ~~full~~ work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:00 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$22.69 per hour
Effective May 1, 1993	\$23.17 per hour
Effective May 1, 1994	\$23.77 per hour
Effective November 1, 1994	\$24.37 per hour

It is agreed that the previous Agreement of maintaining a differential of 10% of the above rates or work in new apartment construction shall continue during the term of this Agreement.

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen. and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over  
150 feet or over

50 cents hourly premium  
\$1.00 hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

Special premiums not covered above may be negotiated between the Employer and the Business Representative.

### **SCHEDULE "C"**

#### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. SEE ARTICLE 13, APPENDIX "A".

### **SCHEDULE "D"**

#### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".

2. All work performed within a 56 km zone area radiating from the City Hall of every Town where shop is located shall be paid travelling expenses as follows:

Zone 1	0 - 8 km radius	No Travel Expense
Zone 2	8 - 16 km radius	\$1.00 Travel Expense
Zone 3	16 - 24 km radius	\$2.00 Travel Expense
Zone 4	24 - 32 km radius	\$3.00 Travel Expense
Zone 5	32 - 40 km radius	\$4.00 Travel Expense
Zone 6	40 - 56 km radius	\$7.00 Travel Expense

The above Travel Expenses are to be paid regardless of point of residence.

3. All work performed beyond Zone 6 shall be paid the \$7.00 Daily Zone Travel Expense plus an additional road mileage of sixteen cents (\$0.16) per km each way from the perimeter of Zone 6 to the destination and return thereto up to 48 km outside the 56 km zone. Beyond the 48 km outside of the zone, Room and Board shall prevail. It is agreed the Company will supply transportation beyond the zone limit or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.

#### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### **PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "F"**

**VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "G"**

**WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.



## WINDSOR LOCAL 1494

**Territorial Jurisdiction:** Counties of Essex and Kent

### SCHEDULE "A"

#### HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday, Tuesday, Wednesday, Thursday and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than eight hours on one shift performed on night work for nine hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the complete of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$21.19 per hour
Effective May 1, 1993	\$21.67 per hour
Effective May 1, 1994	\$22.27 per hour
Effective November 1, 1994	\$22.87 per hour

2. (a) Paperhangers, Fabric Hangers, Swing and Bosun Chair shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. When employees are using a Swing Stage or Bosun Chair or free hanging scaffold they shall receive an additional Fifty cents (\$0.50) per hour for over one hundred and fifty feet.

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

Special premiums not covered above may be negotiated between the Employer and the Business Representative.

*S.O.A.*  
1

**SCHEDULE "C"****OVERTIME WORK AND STATUTORY HOLIDAYS**

1. SEE ARTICLE 13, APPENDIX "A".

**SCHEDULE "D"****TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. There will be a 24 km free zone from City Hall. On all work performed beyond the 24 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the 24 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.

**ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

**SCHEDULE "E"****PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT

**SCHEDULE "F"****VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21, APPENDIX "A", FOR METHOD OF PAYMENT.

**SCHEDULE "G"****WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## LONDON LOCAL 1590

**Territorial Jurisdiction as follows:** Counties of Bruce, Huron, Perth, Oxford, Elgin and Middlesex,

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday.

A regular working day on Friday shall consist of not more than 5 1/2 hours employment to be performed between the hours of 8:00 a.m. and 1:30 p.m.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than 7 1/2 hours on one shift performed on night work for 8 1/2 hour pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$22.69 per hour
Effective May 1, 1993	\$23.17 per hour
Effective May 1, 1994	\$23.77 per hour
Effective November 1, 1994	\$24.37 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

**SCHEDULE "C"**

## OVERTIME WORK AND STATUTORY HOLIDAYS

1. SEE ARTICLE 13, APPENDIX "A".

**SCHEDULE "D"**

## TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".
2. There shall be a 24 km free zone from City Hall. On all work performed beyond the 24 km free zone and up to 105 km from City Hall, daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the 24 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.

## ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

**SCHEDULE "E"**

## PENSION PLAN

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT

**SCHEDULE "F"**

## VACATION AND STATUTORY HOLIDAY PAY

1. SEE ARTICLE 17 AND ARTICLE 21 IN THE MASTER AGREEMENT FOR METHOD OF PAYMENT.

**SCHEDULE "G"**

## WELFARE TRUST

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

## ADMINISTRATIVE DUES

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## SARNIA LOCAL 1590

**Territorial Jurisdiction:** County of Lambton

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) When work cannot be properly done during the regular working day hours, it may be done after such hours at the single time rates plus (\$0.25) twenty-five cents per hour for all industry. Overtime rates shall apply on these rates ~~after~~ the standard eight hour period. If bus service is not available, the Employer shall furnish transportation.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$22.69 per hour
Effective May 1, 1993	\$23.17 per hour
Effective May 1, 1994	\$23.77 per hour
Effective November 1, 1994	\$24.37 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, ~~Spraymen~~, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

(c) If Spray Painters spray more than one hour they shall receive the spray rate for the day. Spray painters shall ~~be~~ allowed one-half hour on the last work day of the week to clean up Employer's equipment, and shall be furnished with proper respirators or other effective masks and suitable face creams or other suitable preparation by the Employer.

(d) All Sandblasters will have fresh air hood with filters and gloves supplied by Employer. All Sandblasters' machines to ~~be~~ equipped with dead-man controls.

(e) When applying all mastics (Bitumastic), Insulcolor or Arabol and all Coal Tar Epoxy, Single- or Multi-Packages, a premium of twenty-five cents (\$0.25) above spray rate will apply.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

4. When sandblasting or spray painting inside of tanks or vessels which are enclosed, the premium will be One Dollar (\$1.00) over the basic rate.
5. These premiums are in addition to those in Clauses 2(a) and 2(b) above and shall be cumulative.

### SCHEDULE "C"

#### OVERTIME WORK AND STATUTORY HOLIDAYS

1. SEE ARTICLE 13, APPENDIX "A".
2. Employees required to work more than ten hours (two hours overtime) if not notified previously shall be furnished with a hot meal and allowed one-half hour with pay to eat same.
3. For work on bridges and manne work the first two hours of overtime shall be at 1 1/2 times the regular rate.

### SCHEDULE "D"

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".
2. FREE ZONE for travel will extend to coincide with the Electrical Agreement which includes the C.I.L. plant.

ZONE A is the remainder of Lambton County and the rate shall be \$6.75 per day for work in this zone.

FREE ZONE is defined as the City of Sarnia and Point Edward east of the St. Clair River south to the north side of the first Sombra Township road south of the Canadian Industries Limited easterly to Highway No. 21 and north of Highway No. 21 to the junction of Highways No. 402 and 21. Then north to Lake Huron on Plympton Side Road No. 15 including any jobs or projects with direct access to Highway No. 21 or Plympton Side Road No. 15.

3. On all work performed beyond the free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the free zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.

#### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

### SCHEDULE "E"

#### PENSION PLAN

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "F"****VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "G"****WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

**SHOW-UP TIME**

During the time period of May 1 to October 31, there can be up to three one-hour show-up times per month paid to each employee. This does not include Apprentices and unqualified persons.

## THUNDER BAY LOCAL 1671

### Territorial Jurisdiction as follows:

Districts of **Kenora** (including Patricia portion), Rainy River, Thunder Bay (including White River), and the District of Cochrane north of the **49th** Parallel.

### SCHEDULE "A"

#### HOURS OF WORK

1. A standard working day shall consist of a maximum of eight hours to be worked consecutively between 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.
2. Any employee requested to work "split-shift" shall be paid a premium of Fifty (\$0.50) cents over the regular rate.
3. Any employee requested to work night shift between 5:00 p.m. Monday and 12:01 a.m. Saturday shall receive a premium of Fifty (\$0.50) cents per hour over his regular rate. No shift shall commence after 8:00 p.m. Friday except that overtime provisions prevail.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$21.32 per hour
Effective May 1, 1993	\$21.80 per hour
Effective May 1, 1994	\$22.40 per hour
Effective November 1, 1994	\$23.00 per hour

2. (a) Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) per hour over the regular Journeyman rates. At least one Apprentice or Journeyman must accompany all Spray Painters.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

### SCHEDULE "C"

#### OVERTIME WORK AND STATUTORY HOLIDAYS

1. SEE ARTICLE 13, APPENDIX "A".



**SCHEDULE "D"**

## TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".
2. There will be a 24 km free zone from City Hall. On all work performed beyond the 24 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the 24 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.
4. Employees shall be paid twenty cents (\$0.20) per km to and from out of town jobs on a once a month basis.

## ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A"

**SCHEDULE "E"**

## PENSION PLAN

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "F"**

## VACATION AND STATUTORY HOLIDAY PAY

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "G"**

## WELFARE TRUST

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT OF FUND.

## ADMINISTRATIVE DUES

1. Effective June 1, 1990, the Employer shall deduct administrative dues based on 1 1/2% of income on which Vacation Pay is computed. As of January 1, 1991, this deduction shall be increased to 2%.
2. ~~SEE~~ ARTICLE 21 FOR METHOD OF PAYMENT.

## GRAND VALLEY LOCAL 1824

**Territorial Jurisdiction** as follows:

GEOGRAPHICAL AREA: Waterloo (R.M.); Counties of Wellington, Dufferin, Grey and Brant; and in Haldimand-Norfolk (R.M.) that portion west of a line drawn south-easterly along the road from Hartford past Varencoy and continuing onto the shore of Lake Erie.

### SCHEDULE "A"

#### HOURS OF WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, and Thursday.

A regular working day on Friday shall consist of not more than 5 1/2 hours of employment to be performed between the hours of 8:00 a.m. and 2:00 p.m.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than eight hours on one shift performed on night work for nine hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	\$20.22 per hour
Effective May 1, 1993	\$20.70 per hour
Effective May 1, 1994	\$21.30 per hour
Effective November 1, 1994	\$21.90 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate,

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

50

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

### **SCHEDULE "C"**

#### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. Overtime work will be construed to mean all hours worked in excess of those stipulated in Standard Hours of Work and Shift Work Clause and shall be paid at time and one-half the regular rate, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising this right.
2. All work performed on Sundays and the following Statutory Holidays, New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, shall be paid at double the regular rate of each employee. The Employer agrees that no employee shall be required to work on Labour Day except in case of emergency. Holidays that fall on a Saturday or Sunday shall be observed on the following Monday.
3. SEE ARTICLE 13.03, APPENDIX "A".

### **SCHEDULE "D"**

#### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. There will be a 24 km free zone from City Hall. On all work performed beyond the 24 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the 24 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.

#### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### **PENSION PLAN**

1. SEE ARTICLE 16 AND 21 FOR METHOD OF PAYMENT.

### **SCHEDULE "F"**

#### **VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "G"**

**WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## SCHEDULE "H"

### Grand Valley Stabilization Fund

Pursuant to Article 9 of the Master Agreement, all Employers bound by this Agreement performing work in the jurisdiction of Grand Valley, must submit \$0.25 per man hour to the Local 1824 Stabilization Fund. Contribution amounts may be altered from time to time by the Union. This amount is to be deducted from the current wage package and remitted by the 20th of the month following the work month completed on the prescribed remittance form, available from the Local 1824 office. Fund contributions will be increased effective the following dates and by the following amounts: January 01, 1993 increases \$0.28 per hour, total contribution \$0.53 per hour; May 01, 1993 increases by \$0.25 per hour, total contribution \$0.78 per hour; May 01, 1994 increases by \$0.25 per hour, total contribution \$1.03 per hour.

In the event that this Fund is discontinued for any reason, the hourly contributions herein agreed will become part of the hourly wages of the employee on whose behalf they have been contributed.

The purpose of the Stabilization Fund is to assist the signatory Employers with a subsidy paid from the Fund for hours worked on cost-sensitive jobs agreed to by Local 1824, International Brotherhood of Painters & Allied Trades and Grand Valley Painting Contractors Association designated representatives.

The Fund is to be jointly administered by four Trustees: two members of the Grand Valley Painting Contractors Association and two members of Local 1824. One Trustee from each side will be designated by mutual agreement to grant subsidies on any work they deem necessary. The other two Trustees will act as alternates with the same authority in case of absence.

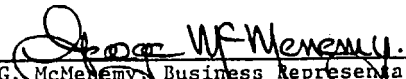
When a subsidy is granted, it shall be put in writing and signed by the designated Trustees.

Employers seeking subsidy will be registered with Local 1824 and will be notified of jobs as they are subsidized. The Ontario Painting Contractors Association will be immediately notified by fax with a copy of the written Agreement.


The subsidy will be paid to the Employer on receipt of an invoice outlining the particulars required. This must be accompanied by all time slips as completed by the employees for hours worked covered by said invoice.

**Dated at Kitchener, Ontario this 23rd day of November, 1992.**

**Signed:**

  
 G. McMenemy, Business Representative  
 & Financial Secretary Local 1824,  
 International Brotherhood of Painters  
 & Allied Trades

**Signed:**

  
 E. Zacharczuk, President  
 Grand Valley Painting Association

## OSHAWA LOCAL 1832

Territorial Jurisdiction as follows: Counties of Durham and Ontario

### SCHEDULE "A"

#### HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, and Thursday.

A regular working day on Friday shall consist of not more than 5 1/2 hours employment to be performed between the hours of 8:00 a.m. and 2:00 p.m.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than 7 1/2 hours on one shift performed on night work for 8 1/2 hours pay regardless of starting time.

Work performed between the hours of 12:01 a.m. and 8:00 a.m. on any Monday shall be paid for at double time. In order to complete a full work week on night shift work, it is agreed that straight time rates shall be paid for hours worked after 12:01 a.m. on Saturday to the completion of the shift work week, but in all cases such work must be started prior to Friday midnight and cannot extend beyond 7:00 a.m. Saturday morning unless overtime rates are paid.

### SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September 1992	<b>\$24.18</b> per hour
Effective May 1, 1993	<b>\$24.66</b> per hour
Effective May 1, 1994	\$25.26 per hour
Effective November 1, 1994	\$25.86 per hour

2. (a) Swing Stage Men, Paper hangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.

## **SCHEDULE "C"**

### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. SEE ARTICLE 13, APPENDIX "A".

## **SCHEDULE "D"**

### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. There will be a 16 km free zone from City Hall. On all work performed beyond the 16 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the 16 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.

### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

## **SCHEDULE "E"**

### **PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

## **SCHEDULE "F"**

### **VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

## **SCHEDULE "G"**

### **WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

### **ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 1.5% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## SAULT STE. MARIE LOCAL 1904

Territorial Jurisdiction:

County of Algoma

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed ~~between~~ the hours of 8:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under ~~special~~ circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular working day shall consist of not more than eight hours on one shift performed on night work for nine hours pay ~~regardless~~ of starting time. In order to complete a full week on night shift work, it is agreed that straight time rates shall be paid for hours worked after midnight on Sunday to the completion of the shift with the express purpose of ensuring the employees engaged on Sandblasting and Painting will be given an opportunity to complete a forty hour work week.

#### SAULT STE. MARIE LOCAL 1904 - SCHEDULE "B"

#### WAGE RATES

1. • The basic hourly rates shall be as follows:

Effective September, 1992	\$20.54 per hour
Effective May 1, 1993	\$20.85 per hour
Effective May 1, 1994	\$21.31 per hour
Effective November 1, 1994	\$22.27 per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (\$0.50) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	\$1.00 hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative.



## SCHEDULE "C"

### OVERTIME WORK AND STATUTORY HOLIDAYS

1. Overtime work will be construed to mean ~~all~~ hours worked in excess of those stipulated in Standard Hours of Work and Shift Work Clause and shall be paid at time and one-half the regular rate, and such overtime, if worked, shall ~~be~~ on a voluntary basis, and no employee shall be penalized for exercising this right.
2. All work performed on Sundays and the following Statutory Holidays, New Year's Day, ~~Good~~ Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, shall be paid at double the regular rate of each employee. The Employer agrees that no employee shall ~~be~~ required to work on Labour Day ~~except in case of emergency~~. Holidays that fall on a Saturday or Sunday shall be observed the following Monday.
3. SEE ARTICLE 13.03, APPENDIX "A".

## SCHEDULE "D"

### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".
2. ~~There~~ will be a 24 km free zone from City Hall. On all work performed beyond the 24 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the employee is on the job at starting time and works a ~~hill~~ shift unless prevented from doing ~~so~~ by conditions beyond his control. It is agreed the company will supply transportation beyond the 24 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be ~~thirty-one~~ cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board as defined in Article 15 shall prevail.
4. Employees shall be paid twenty cents (\$0.20) per km to and from out of town jobs on a ~~once-a-~~ month basis.

### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

## SCHEDULE "E"

### PENSION PLAN

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

## SCHEDULE "F"

### VACATION AND STATUTORY HOLIDAY PAY

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**SCHEDULE "G"**

**WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT.

## SUDBURY LOCAL 1904

Territorial Jurisdiction:

Districts of ~~Parry~~ Sound, Nipissing, Manitoulin, Sudbury, Temiskaming, Timmins and the District of Cochrane south of the 49th parallel.

### SCHEDULE "A"

#### STANDARD HOURS OF WORK AND SHIFT WORK

1. The regular hours of productive labour for all employees shall be as follows:

(a) A regular working day shall consist of not more than eight hours employment to be performed between the hours of **8:00** a.m. and **5:00** p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Except that these hours may be varied by up to three hours by mutual consent between the Union Representative and the Employer under special circumstances.

(b) For work that is of such nature that it cannot be performed between the hours of **8:00** a.m. and **5:00** p.m. parties to this Agreement will consider that a regular working day shall consist of not more than eight hours on one shift performed on night work for nine hours pay regardless of starting time. In order to complete a full week on night shift work, it is agreed that straight time rates shall be paid for hours worked after midnight on Sunday to the completion of the shift with the express purpose of ensuring the employees engaged on Sandblasting and Painting will be given an opportunity to complete a ~~forty~~ hour work week.

#### SUDBURY LOCAL 1904 - SCHEDULE "B"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

Effective September, 1992	<b>\$20.54</b> per hour
Effective May 1, 1993	<b>\$20.85</b> per hour
Effective May 1, 1994	<b>\$21.31</b> per hour
Effective November 1, 1994	<b>\$22.27</b> per hour

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive Fifty cents (~~\$0.50~~) above the hourly rate.

(b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:

50 feet or over	50 cents hourly premium
150 feet or over	<b>\$1.00</b> hourly premium

These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative. Special premiums not covered above may be negotiated between the Employer and the Business Representative.

### **SCHEDULE "C"**

#### **OVERTIME WORK AND STATUTORY HOLIDAYS**

1. Overtime work will be construed to mean all hours worked in excess of those stipulated in Standard Hours of Work and Shift Work Clause and shall be paid at time and one-half the regular rate, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising this right.
2. All work performed on Sundays and the following Statutory Holidays, New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, shall be paid at double the regular rate of each employee. The Employer agrees that ~~no~~ employee shall be required to work on Labour Day except in **case** of emergency. Holidays that fall on a Saturday or Sunday shall be observed on the following Monday.
3. SEE ARTICLE 13.03, APPENDIX "A".

### **SCHEDULE "D"**

#### **TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14, APPENDIX "A".
2. There will be a 24 km free zone from City Hall. On all ~~work performed beyond~~ the 24 km free zone and up to 105 km from City Hall daily travel expense to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km providing the ~~employee~~ is on the job at starting time and works a full shift unless prevented from doing ~~so~~ by conditions beyond his control. It is agreed the company will supply transportation beyond the 24 km zone or pay twenty-nine cents (\$0.29) per km for the use of the vehicle. Effective May 1, 1993, this shall increase to thirty cents (\$0.30) per km, and effective May 1, 1994, the amount shall be thirty-one cents (\$0.31) per km.
3. On all work performed beyond 105 km from City Hall, Room and Board ~~as~~ defined in Article 15 shall prevail.
4. Employees shall be paid twenty cents (\$0.20) per km to and from out of town jobs on a once-a-month basis.

#### **ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

### **SCHEDULE "E"**

#### **PENSION PLAN**

1. SEE ARTICLE 16 AND ARTICLE 21 FOR METHOD OF PAYMENT.

### **SCHEDULE "F"**

#### **VACATION AND STATUTORY HOLIDAY PAY**

1. SEE ARTICLE 17 AND ARTICLE 21 FOR METHOD OF PAYMENT

**SCHEDULE "G"****WELFARE TRUST**

1. SEE ARTICLE 19 AND ARTICLE 21 FOR METHOD OF PAYMENT.

**ADMINISTRATIVE DUES**

1. The Employer shall deduct administrative dues based on 2% of income on which Vacation Pay is computed.
2. SEE ARTICLE 21 FOR METHOD OF PAYMENT

### HIGH PRESSURE WATER-BLASTING AND WET AND DRY VACUUMING

The following terms and conditions apply only to the work of High Pressure Water-Blasting and Wet and Dry Vacuuming.

1. Overtime will be at the rate of time and one-half (1 1/2x) after 40 hours of work.
2. Travelling Time will be at a straight time rate on a computed lump sum at least equal to straight time.
3. Overtime Permits will not be required.
4. Local employee ratios will not be required but it will be necessary to report all jobs to the Ontario Council prior to their commencement.
5. All benefits to be same as the painters.
6. **WAGE SCHEDULE:**

#### CLASS III Probationary Waterblaster Trainee

Starting Wage	\$9.00/hour
Vacation Pay	6%
Promotion to Class II after 900 Hours satisfactory working time	

#### CLASS II Waterblaster

Base Wage	60% of journeyman painter
Vacation Pay	8%
Promotion to Class I Waterblaster after 1 year service and has obtained Class D Drivers Licence.	

#### CLASS I Waterblaster

Base wage	75% of journeyman painter
Vacation Pay	10%

#### Foreman-Superintendent

Wage Rate - \$1.00 per hour above Class I rate with same benefits.

#### Shop Rate

When Class I or Class II Waterblaster is requested to report to the shop for equipment servicing or job waiting time, his rate at the shop location will be 75% of the base rate.

7. All other terms and conditions as detailed in the Painters Agreement shall apply.
8. The work of High Pressure Water-Blasting and Wet and Dry Vacuuming shall be negotiated by the firms actually engaged in this work, under the control of the negotiating committee of the Ontario Painting Contractors Association.

**APPENDIX "B"**

BETWEEN:

**ACOUSTICAL ASSOCIATION ONTARIO**

and

**INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO**

by and on behalf of its member Employers

(hereinafter called the "Association")

OF THE FIRST PART

- and -

**INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES**

and

**ONTARIO COUNCIL OF THE INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES - LOCAL UNION 1891**

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Association and the Union desire to enter into a Collective Agreement with respect to employees of the Employers engaged as drywall tapers, plasterers, fireproofing applicators, acoustical sprayers, asbestos removers, and trainees:

AND WHEREAS the Employers have duly vested appropriate authority in the Association to enable it to discharge the responsibilities as their bargaining agent and enter into this Collective Agreement:

AND WHEREAS the general purpose of this Agreement is to establish mutually satisfactory relations between the Union, the Association, the Employers and their employees and to provide a means for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for employees who are covered by this Agreement;

The Association and the Union hereby covenant and agree each with the other as follows:

## ARTICLE 1

### RECOGNITION

**1.01** The Association for and on behalf of the Employer, recognizes the Union as the sole and exclusive bargaining agent for all journeymen drywall tapers, journeymen plasterers, journeymen fireproofing applicators, acoustical sprayers and asbestos removers, fire stopping and their respective apprentices and trainees and working foremen engaged within the Province of Ontario.

**1.02** If an Employer is a partnership or a corporation, no member of the firm shall work with the tools.

**1.03** All employees covered by this Agreement shall be hired through the offices of the Union. It is further agreed that the Employer may recall employees through the Union's office, provided the employee is unemployed and registered at the Union's office on the date of recall.

**1.04** The Employer agrees to hire only employees who are members in good standing of the Union.

## ARTICLE 2

### SCOPE OF AGREEMENT

**2.01** This Agreement shall be applicable to and effective within the Province of Ontario and shall inure to the benefit of, and be binding upon all other parties executing this Agreement.

## ARTICLE 3

### TRADE JURISDICTION

**3.01** The Association recognizes the trade jurisdiction of the Union and agrees to assign the work of such jurisdiction to the employees covered by this Agreement.

**3.02** The trade jurisdiction of the Union shall consist of, but not be limited to the following:

The preparation and application of the interior and exterior surfaces for the purpose of receiving paint finishes, including pigmentations, monolithic design for finished wall treatment not limited to stone, glass, plastic, gypsum products, architectural finishes, epoxy, catalyst, polyester fillers, binders, additives of any combination formalization, regardless of density and consistency. Installation of strengthening membranes for the purpose of holding or binding together the various applications using the tools of the trade or manufacturers recommended. All work involved in fireproofing, drywall taping, plastering, acoustical spraying, asbestos removal, fire stopping, or related work, including spray or trowelling or cementitious, fibre, urethane, cellulose materials for said purposes.

**3.03** 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.



**3.04** The trade jurisdiction includes the handling of all materials listed in the section of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction from the job stock piles.

## **ARTICLE 4**

### **SUBCONTRACTING**

**4.01** An Employer shall not sub-contract work covered by this Agreement except to a contractor bound by this Agreement.

**4.02** The Union shall not permit its members to undertake any work covered by this Agreement other than for a contractor bound by this Agreement.

**4.03** The union agrees to take all reasonable steps to enforce compliance with the provisions of Article **4.01** and **4.02**.

**4.04** Where the Union receives notice of a situation where there is an existing breach of any of the provisions of Article 4.01 it shall forthwith commence and thereafter diligently prosecute the appropriate steps under the appropriate grievance and arbitration provisions or under its own constitution.

**4.05** No member of the Union shall engage as a contractor unless he has first become bound to this Collective Agreement. If an employee does engage as a contractor without first becoming so bound, he shall immediately lose his membership in the Union together with all rights of union membership including the right under any Trust Agreement to self-pay any benefits.

## **ARTICLE 5**

### **PAYMENT OF WAGES**

**5.01** All payrolls to be closed weekly.

**5.02** Employees to be paid in cash or by cheque at par within 72 hours of closing time books. Payment by cheque to be made on or before Thursday of any week.

**5.03** When an employee is laid off or dismissed he shall receive all monies and records due to him by the Employer by no later than the next regular pay day. All employees will receive one hour's notice with pay. If the Employer fails to give the employee one hour's notice in advance of lay-off, then the employee shall be paid an additional one hour's pay.

**5.04** When an employee is discharged for just cause, the Employer shall forward his pay to him by registered mail within 72 hours from time of discharge.

**5.05** When it is not possible to process the requisite government document forms at the time of discharge or lay-off, the Employer agrees to send them to the employee by registered mail within 72 hours from the time of termination.

- 5.06** (a) All pay whether in cash or by cheque shall be accompanied by a pay slip or cheque stub which shall contain the following information:
- 1) hours worked;
  - 2) rate of pay per hour;
  - 3) income tax deducted;
  - 4) CPP;
  - 5) UIC;
  - 6) vacation pay;
  - 7) all contributions and deductions to be made in accordance with the terms of this Agreement.
- (b) Employees working in new apartments, stack-townhouses, houses and townhouses on a piece work basis must receive properly completed Work Sheet forms, along with their cheques, in accordance with the Collective Agreement. (See copy attached to the Collective Agreement.)
- (c) Should no pay slip or Work Sheet or cheque stub be issued or should it not contain the information as stated in Article 5.06 (a) and (b), then provided the matter is raised within 28 days of the delivery of the pay, the employer shall be required to pay to the Joint Trade Board Committee as liquidated damages, a sum equal to the amount of the cheque for each pay period. In addition, the employee shall be fined by the Union the sum of \$500.00 per pay period which sum shall be paid to the Joint Trade Board Committee. No claim shall be made for any period exceeding 28 days.

## ARTICLE 6

### UNION AND EMPLOYER JOINT TRADE BOARD COMMITTEE

**6.01** The parties hereto agree that a Committee shall be established upon the signing of this Agreement known as the Employer Joint Trade Board Committee. This Committee shall be composed of three representatives appointed by the Employer and three representatives appointed by the Union. One of the members so appointed shall be elected Chairman of the Committee and one person shall be elected Secretary of the Committee provided that when the Chairman is from the Employer nominees the Secretary shall be from the Union nominees and vice versa.

The Chairman and the Secretary shall rotate annually.

A quorum consists of 4 representatives – two being nominees from the Employers and two from the Union.

**6.02** It shall be the duty of this Committee, in keeping with the intent of harmonious relations:

- (a) to administer and enforce this Agreement;
- (b) to meet monthly;
- (c) to deal with grievances and/or problems in the industry. When dealing with grievances a unanimous decision of the Committee shall be binding on the parties to the grievance. Notices of such meetings shall be sent to all interested parties including the Employer Bargaining Agencies at least 10 days before the scheduled meeting. Such Notices shall be by fax or registered mail.

- (e) Regular meetings shall be scheduled monthly and the calendar thereof distributed to the parties.
- (9) If in a grievance matter no unanimous decision is reached, then any of the parties may pursue any other available remedy.

## ARTICLE 7

### JOINT APPRENTICESHIP COMMITTEE

7.01 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 each of the Association and Local 1891 shall appoint four representatives.

7.02 The Committee shall be responsible for:

- (a) An Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also co-ordinated with the Apprenticeship and Trademen's Qualification Act, R.S.O. 1980 and Amendments thereto, and
- (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 advancements, new techniques and skills in their craft.

7.03 The Committee shall meet as required. Four members of the committee shall constitute a quorum except that where, at the request of either Chairman of the respective committee, a special summoned meeting is called, two representatives of each party shall constitute a quorum.

## ARTICLE 8

### APPRENTICES

8.01 Effective May 1, 1992 the Employer shall contribute five cents (\$0.05) per hour for each hour worked by each employee to the Training and Apprenticeship Fund. Effective May 1, 1993 the Employer shall contribute ten cents (\$0.10) per hour for each hour worked by each employee to the Training and Apprenticeship Fund.

8.02 The minimum rate of wages for apprentices shall be as follows:

1st 750 hours work period	Wages	\$9.00 per hour
	Vacation Pay	10% of gross wages earned
	Benefits	All benefits except pension
Next 750 hours work period	Wages	50% of journeyman rate
	Vacation Pay	10% of gross wages earned
	Benefits	All benefits

Next 750 hours work period	Wages	60% of journeyman rate
	Vacation Pay	10% of gross waged earned
	Benefits	All benefits
Next 750 hours work period	Wages	70% of journeyman rate
	Vacation Pay	10% of gross wages earned
	Benefits	All benefits
Next 750 hours work period	Wages	80% of journeyman rate
	Vacation Pay	10% of gross wages earned
	Benefits	All benefits
Next 750 hours work period	Wages	90% of journeyman rate
	Vacation Pay	10% of gross wages earned
	Benefits	All benefits

8.03 It is further agreed that the Welfare, Pension, Vacation Pay and Training and Apprenticeship Fund contributions shall be remitted to the Trust Funds Administrator by the 20th day of the month following the month in which the hours were worked.

8.04 The training period for apprentices shall be 4500 hours work period.

8.05 The ratio of apprentices to journeymen must be one apprentice to every five journeymen, on the payroll, if available. Changes to the ratio of apprentices to journeymen may be recommended by the Joint Apprenticeship Board.

8.06 It shall be the responsibility of the officers of the Union Local 1891 to advise contractors employing men in their jurisdictional area, of the status of apprentices as determined by the Joint Apprenticeship Board.

## ARTICLE 9

### STATUTORY HOLIDAYS

9.01 Whenever work is performed on Saturday, Sunday and the following Statutory holidays, namely,

New Years Day  
 Good Friday  
 Victoria Day  
 Canada Day  
 August Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day

employees shall be paid double their regular rate of pay.

## ARTICLE 10

### TOOLS

**10.01** A tool lock-up sufficient to hold all employees' tools shall be provided by the Employer on all jobs. 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.

**10.02** The parties agree to work together and co-operate in accident control and prevention and the job steward will report to the foreman for immediate corrective action, any unsafe conditions, unsafe acts or violations of safety regulations.

**10.03** Foremen, Journeymen, and Apprentices shall supply themselves with and wear at all times on the job, an approved safety helmet, goggles, safety shoes and face masks when required. A one hundred foot extension cord with light bulb is to be supplied by the employee. All other safety devices and equipment shall be supplied by the Employer.

## ARTICLE 11

### BUSINESS REPRESENTATIVE

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

## ARTICLE 12

### WORK WEEK, WORK DAY FOR THE FOLLOWING TERRITORIAL JURISDICTIONS AND GEOGRAPHIC AREAS: COUNTY OF HALTON, PEEL, YORK, ONTARIO AND DURHAM (Toronto & Vicinity)

**12.01** The regular hours of work, subject to variation by mutual consent of the parties shall be between 8:00 a.m. and 4:30 p.m. from Monday to Thursday and 8:00 a.m. and 1:30 p.m. on Friday. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight hours from Monday to Thursday, and five and one-half hours on Friday, save and except the Residential sector which shall be forty (40) hours per week from Monday to Friday, and between 8:00 a.m. and 4:30 p.m. from Monday to Friday, and save and except the provisions of the Agreement relating to shift work.

## ARTICLE 13

### SHIFT WORK - OVERTIME FOR THE FOLLOWING TERRITORIAL JURISDICTIONS AND GEOGRAPHIC AREAS: COUNTY OF HALTON, PEEL YORK, ONTARIO AND DURHAM (Toronto & Vicinity)

**13.01** Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foreman, shall be permitted to work more than one shift in any twenty-four hours. When such shift system is worked, the rate of wages shall be:

Day shift	8:00 a.m. to 4:30 p.m. regular straight time
2nd shift	Time and one-seventh the regular rate
3rd shift	Time and one-half the regular rate.

**13.02** The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so. When these conditions apply, eight continuous working hours per day shall be worked. Any work performed under these conditions outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at the rate of one and one-eighth times the regular rate of pay, save and except when overtime rates apply.

**13.03** All work performed in excess of the regular working day of eight (8) hours from Monday to Thursday and five and one-half (5 1/2) hours on Friday shall be deemed to be overtime work, and in the Residential Sector all work in excess of eight (8) hours from Monday to Friday shall be deemed to be overtime work. The rate of wages for the first three (3) hours of overtime in any one regular working day shall be time and one-half and work performed after three hours of overtime shall be double time. When overtime is performed on the 2nd or 3rd shift, the rate of pay for such overtime shall be one and one-half (1 1/2) times the shift rate after the first three (3) hours of overtime. The Employer shall distribute all overtime as equally as possible among the employees regularly doing the work.

## ARTICLE 14

### WORK WEEK, WORK DAY

**14.01** The regular hours of work in the Province of Ontario subject to variation by mutual consent of the parties shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) hours. This article does not apply in the County of Halton, Peel, York, Ontario and Durham.

## ARTICLE 15

### SHIFT WORK, WORK DAY

**15.01** Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employee except the foreman, shall be permitted to work more than one shift in any twenty-four hours. When such shift system is worked, the rate of wages shall be:

Day shift	8:00 a.m. to 4:30 p.m. at regular straight time
2nd shift	Time and one-seventh the regular rate.
3rd shift	Time and one-half the regular rate.

**15.02** The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so. When these conditions apply, eight (8) continuous working hours per day shall be worked. Any work performed under these conditions outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at the rate of one and one-eighth times the regular rate of pay, save and except when overtime rates apply.

**15.03** All work performed in excess of the regular working day of eight (8) hours from Monday to Friday the rate of wages for the first three (3) hours of overtime in any one regular day shall be time and one-half, except London, Windsor and Thunder Bay, Ontario where overtime is all double time, and work performed after three (3) hours of overtime shall be double time. This Article does not apply in the County of Halton, Peel, York, Ontario and Durham (Toronto & Vicinity.)

**15.04** **Occupied Premises-** In occupied premises where the Employer cannot work regular work shifts as set out in Article 12:01 due to job conditions and/or owner/tenant requirements, or the area in which the work is to be performed is used for its usual business purposes during the day, a regular work period or periods of eight (8) consecutive hours in any twenty-four hour period may be worked for five (5) consecutive twenty-four hour periods. Work performed during the above noted (5) consecutive twenty-four hour periods will be paid at the regular day shift wage rate. The next two (2) consecutive twenty-four hour periods will be fixed at the sixth and seventh periods and if worked by the employee shall be paid at double time as if for Saturday and Sunday work.

## ARTICLE 16

### REST PERIODS

**16.01** The Employer agrees that all employees covered by this Agreement will be allowed a 10 minute refreshment break in each four hour period at the work place.

## ARTICLE 17

### TRAVELLING EXPENSE - ROOM AND BOARD

**17.01** The Employer shall pay employees who are required to travel to and from jobs each day. The travelling allowances are set out in the following tables. Radius is to be defined from the City Hall or Municipal Buildings of the locality wherein the Employer's principal business office is established.

**17.02** Effective May 1, 1992

Up to 48 km	Nil
48 – 64 km	\$ 6.05 per day worked
64 – 96 km	\$18.18 per day worked
96 – 160 km	\$24.25 per day worked
160 – 240 km	\$36.38 per day worked

and over 240 km the employee shall be paid \$36.38 per 7 day week providing the employee is available for work the day before and the day following the weekend.

**17.03** On projects located more than 96 km radius, an employee shall receive, in addition to room and board, an allowance of twenty-three (\$0.23) cents per km over the 96 km at the start and completion of the project or termination of his employment.

**17.04** Mileage shall be paid at twenty-three (\$0.23) cents per km for any employee using his own vehicle at the request of the Employer. However, no employee is obligated to use his car on company business.

## ARTICLE 17A

### BASIC WAGE RATE

The following are the Territorial Jurisdictions and Geographic Areas together with the Wage Rates for all Drywall Tapers, Plasterers, Fire-Proofing Insulators, Acoustic Sprayers, Asbestos Removers and their appropriate Apprentices and Trainees in the Province of Ontario:

1. Toronto  
County of York - **OLRB** Board Area 8

Basic Wage Rate:	Effective May 1, 1992	\$25.20 per hour
	Effective May 1, 1993	\$25.80 per hour
	Effective May 1, 1994	\$26.40 per hour
	Effective November 1, 1994	\$27.00 per hour

- 1A. Hamilton, Niagara Falls, Oshawa and Barrie

Territorial Jurisdiction as follows: Counties of Welland, Lincoln, Wentworth, Halton, Peel, Simcoe, Ontario, Durham, Victoria and Muskoka.

Basic Wage Rate:	Effective May 1, 1992	\$24.35 per hour
	Effective May 1, 1993	\$24.95 per hour
	Effective May 1, 1994	\$25.55 per hour
	Effective November 1, 1994	\$26.15 per hour

2. Kitchener

Territorial Jurisdiction as follows: Counties of Waterloo, Wellington, Dufferin, Grey, Haldimand and Norfolk.

Basic Wage Rate:	Effective May 1, 1992	\$21.45 per hour
	Effective May 1, 1993	\$22.05 per hour
	Effective May 1, 1994	\$22.65 per hour
	Effective November 1, 1994	\$23.25 per hour

3. London, **Windsor**, **Samia**, Cobourg, **Belleville**, Kingston, **Sault Ste. Marie**, Sudbury and Thunder Bay

Territorial Jurisdiction as follows: Counties of Bruce, Huron, Perth, Oxford, Elgin, Middlesex, Essex, Kent, ~~Lambton~~, Northumberland, Hastings, Lennox, Addington, Frontenac, Algoma, District of Parry Sound, Nipissing, Manitoulin, Sudbury, Temiskaming, District of Cochrane south of the ~~49th~~ Parallel, District of Kenora, Rainy River, Thunder Bay and District of Cochrane north of the 49th Parallel.

Basic Wage Rate:	Effective May 1, 1992	\$22.60 per hour
	Effective May 1, 1993	\$23.20 per hour
	Effective May 1, 1994	\$23.80 per hour
	Effective November 1, 1994	\$24.40 per hour



**4. Peterborough**

Territorial Jurisdiction as follows: Counties of Peterborough and Haliburton

Basic Wage Rate:	Effective May 1, 1992	\$22.35 per hour
	Effective May 1, 1993	\$22.95 per hour
	Effective May 1, 1994	\$23.55 per hour
	Effective November 1, 1994	\$24.15 per hour

**5. Ottawa, Cornwall**

Territorial Jurisdiction as follows: Counties of Lanark, Leeds, Grenville, Dundas, Carlton, Russell, Stormont, Prescott, Glengarry.

Basic Wage Rate:	Effective May 1, 1992	\$22.70 per hour
	Effective May 1, 1993	\$23.30 per hour
	Effective May 1, 1994	\$23.90 per hour
	Effective November 1, 1994	\$24.50 per hour

**6. Asbestos Removers for the Province of Ontario**

Basic Wage Rate:	Effective May 1, 1992	\$16.80 per hour
	Effective May 1, 1993	\$17.07 per hour
	Effective May 1, 1994	\$17.47 per hour
	Effective November 1, 1994	\$17.89 per hour

**7. Exterior Insulated Finishing System, Exterior Stucco and Air/Vapour Barriers**

See Article 24.

**8. Premium**

- (a) Effective June 1, 1992 the minimum hourly rate for a working foreman shall be the journeyman rate plus one dollar (\$1.00) per hour premium for all hours worked including shift work in Section 13.01 and 15.01.
- (b) Fifty-cents (\$0.50) per hour premium for work done on swing-stage.

**ARTICLE 18**

HEALTH, WELFARE, INDUSTRY FUND, PENSION FUND,  
ADMINISTRATIVE DUES CHECK-OFF AND VACATION PAY

**18.01 Welfare Trust Fund**

(a) Commencing with the payroll following the effective date of this Agreement and continuing thereafter for the life of this Agreement, the Employers agree to pay into the Welfare Trust Fund contributions in the amount and under conditions as shown below to the Administrator.

(b) Effective May 1, 1992, the Employer agrees to pay ninety cents (\$0.90) for each hour worked for each employee covered by this Agreement, and effective May 1, 1993, this amount shall be increased to \$1.05 for each hour worked, and effective November 1, 1994 this amount shall be increased to \$1.10 for each hour worked.

(c) It is further agreed that the welfare contributions shall be remitted to the Welfare Trust Administrator by the 20th day of the month following the month in which the hours were worked.

#### **18.02 Industry Fund**

(a) The Employer shall contribute for the Industry Fund ten (\$0.10) cents for each hour worked by each employee covered by this Agreement.

(b) The Fund shall be administered by the Board of Directors of the Associations and remitted to the appropriate association. The cost involved for the administration shall be the responsibility of the Associations.

#### **(c) Industry Fund - Windsor Construction Only**

1. Each Employer to whom the provisions of this Agreement apply shall contribute an amount of five (\$0.05) cents to the Welfare Fund for each hour worked by the members of the Union in his employ and this shall constitute an Industry Fund which shall be remitted by the Administrator of the Fund to the Windsor Construction Association.
2. Contributions made to this Fund shall be used exclusively for the benefit, promotion, and expansion and protection of the drywall industry.
3. The administration cost of this Fund shall be borne by the Windsor Construction Association.

#### **18.03 Administrative Dues Check-Off**

(a) The Employer shall deduct thirty-five cents (\$0.35) per hour from the wages of each employee covered by this Agreement for the Administrative Dues Check-Off. Effective May 1, 1993 this deduction shall be increased to forty cents (\$0.40) per hour from the wages of each employee covered by this Agreement for the Administrative Dues Check-Off. The Employer shall remit a cheque for same together with a list of employees from whose wages the deduction was made to the Administrator of the Union's Welfare Trust Fund on or before the 20th day of the month following for which the deductions were made.

#### **18.04 Pension Plan**

(a) Effective May 1, 1992 the Employer agrees to pay pension contributions in the amount of \$1.80 per hour for each hour worked by each employee covered by this Agreement. Effective May 1, 1993 this amount shall be increased to \$2.00 per hour for each hour worked by each employee covered by this Agreement, and effective November 1, 1994 this amount shall be increased to \$2.10 per hour for each hour worked by each employee covered by this Collective Agreement.

(b) Effective May 1, 1992 sixty cents (\$0.60) of the above contribution and effective May 1, 1993 eighty cents (\$0.80) of the above contribution will be forwarded by the Trustees of the Pension Trust Fund to the International Brotherhood of Painters and Allied Trades Union and Industry National Pension Fund (Canada).

(c) It is further agreed that the pension contributions shall be remitted to the Administrator of the Painters Local 1891 Pension Plan Trust Fund by the 20th day of the month following the month in which the hours were worked.

**18.05 Vacation Pay and Statutory Holiday Pay**

(a) The Employer agrees to pay 4% Vacation Pay and 6% Statutory Holiday Pay, for a total of 10% on gross wages earned by each employee paid on an hourly basis.

(b) It is further agreed that the vacation pay shall be remitted to the Vacation Trust Fund Administrator by the 20th day of the month following the month in which the hours were worked.

(c) 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.
3. To accrue to the benefit of, and be paid to the Association and the Union at regular intervals not exceeding one year.

**18.06 Trustees**

It is agreed that the Welfare Trust Fund, the Painters Local Union 1891 Pension Plan Trust Fund and Vacation Pay Trust Fund shall be administered by three Trustees appointed by the Union and three Trustees appointed by the Association.

**18.07** Effective May 1, 1993 the Union remittance forms shall be amended to show the GST payments being made.

**ARTICLE 19****METHOD OF PAYMENT**

**19.01** Commencing with the month following the effective date of this Agreement and continuous thereafter for the life of this Agreement, the Employers agree to pay into the Welfare Trust Fund, the Industry Fund, the Administrative Dues Check-Off, the Pension Trust Fund, the Vacation Pay Trust Fund, the Training and Apprenticeship Fund under the conditions stipulated below and set out in Article 18, Sections 18.01, 18.02, 18.03, 18.04, 18.05, Article 8, Sections 8.01, 8.02, 8.03. The Employer also agrees to pay into the Union Benefit Funds and under the conditions stipulated below and set out in Article 20, Sections 20.01 (b) and 20.02 (b). The Employer further agrees that these amounts shall be remitted to the Administrator on or before the 20th day of the month following the work month in which the hours were completed.

**19.02** All money to be contributed according to Article 8, sections 8.01, 8.02, and 8.03, Article 18 and Article 20, Sections 20.01(b) and 20.02 (b) shall be considered a Trust Fund in the hands of the Employer until the money is paid to an Administrator designated from time to time by the Employers and the Union signatory to this Collective Agreement.

**19.03** Any and all payments relating to the Welfare, Industry Fund, Administrative Dues Check-Off, Pension and Vacation Pay set out in Article 8, section 8.01, 8.02, Article 18, and all Union Benefit Funds set out in Article 20, Sections 20.01 (b) and 20.02 (b) shall be sent to the Administrator on such forms as designated by the Trustees of such Funds.

95

**19.04** In the event that the aforementioned payments are not made and deposited as specified in Article 19.01 hereof, then the Employer agrees to pay liquidated damages to the requisite Trust Funds at the rate of five percent (5%) per month or fraction thereof (being the equivalent of sixty percent (60%) per annum calculated monthly not in advance) on the gross amount due.

**19.05** In the event that it is determined that an Employer has failed to carry out any of its obligations under this Collective Agreement, or has failed to carry any such obligations out within the specified time, such Employer shall forthwith, upon written demand from the Trustees or the Administrator:

(a) Make payment of all such amounts as are determined to be owing whether by way of payments, interest thereon or otherwise;

(b) Complete and remit all such forms, returns or information as may be outstanding.

**19.06** In the event that the Trustees or the Administrator find it necessary to employ legal counsel for the enforcement of any right under Article 19 or the recovery of any amount due thereunder, then the Employer agrees that it will be liable to make payment of a sum equal to all counsel fees and solicitor and client costs arising out of such employment or action thereby.

**19.07** It is agreed that failure to deposit the aforementioned payments within the 20 calendar days as specified in article 19.01 shall result in all employees being removed by the Union from any work being performed by such Employer without this being a violation of this Agreement on the part of the Union, and that such failure on the part of any Employer to make such payments will constitute a violation of this Collective Agreement and the Employer will be subject to proceedings by both or either of the Union and the Association.

**19.08** Non-payment in accordance with the foregoing provisions shall not relieve the Employer of the obligation to pay and the Employer agrees that the Trustees or the Administrator shall have authority and capacity to take any action required at law to enforce payment of all such sums as may be due and unpaid.

## ARTICLE 20

### PIECEWORKERS - DRYWALL TAPERS ONLY

#### 20.01 Apartments and Stack Town-Houses

(a) Rates:

Effective May 1, 1992 the Employer agrees to pay the employee not less than one hundred and forty-two dollars (\$142.00) per one thousand square feet (1,000) of drywall taped, Effective May 1, 1993 this amount shall be increased to one hundred and forty-six dollars (\$146.00), and effective May 1, 1994 to one hundred and fifty dollars (\$150.00).

Effective May 1, 1992 the Employer agrees to pay the employee twenty-five cents (\$0.25) per lineal foot of 135 and 90 degree corner beads filled.

Effective May 1, 1992 the Employer agrees to pay the employee fifteen cents (\$0.15) per lineal foot for paper corner beads installed.

Effective May 1, 1992 the employer agrees to pay the employee a premium of eight cents (\$0.08) cents per square foot for texture spray. All material and poly included.

**(b) Benefits:**

Effective May 1, 1992 the Employer shall contribute ten per cent (10%) of the gross wages earned by each employee covered by this Agreement to the Union Benefit Funds. Effective May 1, 1993 this amount shall be increased to twelve per cent (12%).

**20.02 Houses and Town-Houses**

**(a) Rates:**

Effective May 1, 1992 the Employer agrees to pay the employee not less than one hundred and thirty-nine dollars (\$139.00) per one thousand square feet (1,000) of drywall taped. Effective May 1, 1993 this amount shall be increased to one hundred and forty-three dollars (\$143.00), and effective May 1, 1994 to one hundred and forty-seven dollars (\$147.00)

Effective May 1, 1992 the Employer agrees to pay the employee twenty-five cents (\$0.25) per lineal foot of 135 and 90 degree corner beads filled.

Effective May 1, 1992 the Employer agrees to pay the employee fifteen cents (\$0.15) per lineal foot for paper corner beads installed.

Effective May 1, 1992 the Employer agrees to pay the employee a premium of five cents (\$0.05) per square foot for ceiling area only where texture spray is deleted.

Effective May 1, 1992 the employer agrees to pay the employee a premium of eight cents (\$0.08) cents per square foot for texture spray. All material and poly included.

Skylights: The drywall tapers shall be paid a premium of twenty-five dollars (\$25.00) for each 2X4 skylight taped and a premium of fifty dollars (\$50.00) for each 4X4 skylight taped. Rates for larger skylights shall be negotiated between the employee and Employer.

**(b) Benefits:**

Effective May 1, 1992 the Employer shall contribute ten percent (10%) of the gross wages earned by each employee covered by this Agreement to the Union Benefit Funds. Effective May 1, 1993 this amount shall be increased to twelve per cent (12%).

**20.03** For the purpose of establishing the quantities for Sections 20.01 and 20.02 it shall be deemed to be the total area of drywall taped, corner beads installed or filled, and texture spray applied. No backcharges or deductions shall be made after the square footage or lineal footage is established in model units. Tapers to be paid the same square footage as the boardmen.

**20.04** In the residential sector the employee shall supply the required material (except Durabond).

**20.05** Any increases charged in material costs shall not exceed the percentage increase in the piecework rates noted above.

**20.06** The Employer agrees to notify the Union of all overtime work.

**20.07** For the pieceworkers the Employer shall indicate on the pay slip for the employee how many square feet of dry wall and the number of linear feet of corner bead, paper bead, skylights, smooth ceiling and high ceiling, **durabond** and texture spray has been paid. A Trade Work Sheet must be completed for each employee.

**20.08** Commencing June 28, 1986 there will be no service charge in the Residential Sector.

## ARTICLE 21

### BOND GUARANTEE BY EMPLOYER

**21.01** If an Employer has been found by the Ontario Labour Relations Board to have breached any of the monetary obligations of this Collective Agreement, for hourly or piece workers, then that Employer shall post a bond or certified cheque or letter of credit with the Union for a period of a minimum of one year but not to exceed the term of the current Collective Agreement. The amount of the bond is to be \$500.00 per employee on the maximum number of employees listed on any one of the previous twelve Union monthly reports. The said bond or other security shall be paid within forty-eight (48) hours of receipt of the decision of the Ontario Labour Relations Board, failing which the Union may re-refer the matter to the Ontario Labour Relations Board to enforce payment.

**21.02** If in the opinion of the majority of the Joint Trade Board Committee, the Union has failed to enforce the Collective Agreement or failed to expeditiously proceed on information provided to it by any of the parties, or refused to do so, or in any other way failed to meet its obligations under the terms of this Collective Agreement, then the Association(s) may file a grievance against the Union and refer the matter to the Ontario Labour Relations Board. Should the Ontario Labour Relations Board issue a declaration, order or decision against the Union, then the Union shall pay to the Joint Trade Board Committee a sum not to exceed twenty-five thousand dollars (\$25,000.00) as liquidated damages and not as penalty.

## ARTICLE 22

### EMPLOYEE STATUS

**22.01** It is agreed that effective June 30, 1988 any employee working on Piece Work Status can not be transferred to work on an Hourly Rate Status until the following procedures have been complied with:

- (a) The Union shall provide a signed Change of Status on request by the Employer, to such employee:
- (b) Such Change of Status request will then be filed at the Union Office and the Association office, and must be signed by a business representative of the Union.

**22.02** Any Employer violating these procedures shall pay the sum of \$2,000.00 by way of liquidated damages and not as penalty, by certified cheque to the credit of the Union and Employer Joint Trade Board Committee and shall be thereafter forfeited to the Association, as established under Article 6, and in the event of any further violations the sum of \$2,000.00 shall be paid as aforesaid for each violation.

[illegible]

**22.03** The Union shall put any employee violating this clause on charge and shall if the employee has been found in violation exact a fine, at least equal to the amount of money he has earned by his violation.

## **ARTICLE 23**

### **ASBESTOS WORKERS**

**(a) Hours of Work:**

Working Day	9 hours
2nd shift	9 hours for 8 hours worked
3rd shift	9 hours for 7 1/2 hours worked
Work week shall be 44 hours	

**(b) Occupied Buildings**

Work week to be any day Monday through Sunday 44 hours regular pay  
Time and 1/2 for first 3 hours/day overtime  
Double Time for other overtime

**(c) Non-Occupied Buildings**

Work week - 44 hours regular - 7:00 a.m. to 5:00 p.m.  
9 hours per day Monday to Thursday and 8 hours on Friday  
Time and 1/2 for first 3 hours/day overtime  
Double time for all other time including Saturday and Sunday

**(d) Wage Rates**

1st 900 hours or 6 months:	\$9.00 per hour (no pension) all other benefits apply
2nd 900 hours:	70% of Asbestos Removers' rate plus all benefits
3rd 900 hours:	80% of Asbestos Removers' rate plus all benefits
after 2,700 hours	Asbestos Removers' rate as per Article 17A (6)

All benefits means: Welfare, Pension, Vacation Pay, Industry Fund, Administration Dues, Monthly Union Dues as per Union Bylaws, all as per Articles herein.

**(e)** During the lifetime of this Agreement the Employer agrees to deduct from the pay of each employee the regular monthly dues uniformly assessed in accordance with the Constitution and By-laws of the Union. Such deductions shall be made from the first cheque in each month and the Employer shall remit the same each month to the administrator not later than the 20th of the same month.



## ARTICLE 24

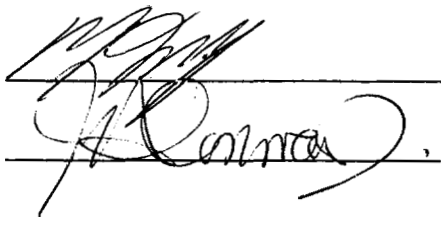
### EXTERIOR INSULATED FINISHING SYSTEM EXTERIOR STUCCO AND AIR/VAPOUR BARRIERS

- 24.01** It is clearly understood this Article is for Exterior only.
- 24.02** The classification of Apprentice and Trainee will be based on skill level and acquired knowledge combined with experience. Hours as per Article 8. Academic training and accreditation will be administered jointly with the Union Training Program, Exterior Insulated Finish Systems Council and the Contractors Association.
- 24.03** No piece-work will be permitted under this Agreement. See Article 4, Appendix B.
- 24.04** The ratio of Trainee and Apprentice to Journeyman on the payroll for Exterior Insulated Finish System, Exterior Stucco and Air/Vapour Barriers will be as follows:
- |              |              |            |
|--------------|--------------|------------|
| 1 Journeyman | 1 Apprentice | 3 Trainees |
|--------------|--------------|------------|
- (All other work as per Article 8.)
- 24.05** The Apprentice wage scale will be as per current Collective Agreement Article 8.
- 24.06** Trainee minimum wage will be nine dollars (**\$9.00**) per hour plus benefits as per Article 8.02.
- 24.07** The Employer will be solely responsible for enrolling trainee personnel into the Apprenticeship Program provided the individual has demonstrated suitable requirements.
- 24.08** During the period from April 1<sup>st</sup> through November 1<sup>st</sup> the employee will be permitted to make up time for lost hours caused by inclement weather conditions by extending the daily and weekly hours without overtime rates.
- 24.09** The wage structure established for current employees of Local 1891 or any local in the province will not be modified and will be paid as per Article 17 – Wages.
- 24.10** Basic wage rates for Journeymen working in the Exterior Insulated Finish System, Exterior Stucco, Exterior Applied Finishing and System Air and Air/Vapour Barriers will be eighteen dollars (\$18.00) per hour.
- 24.11** All employees working under this Article must be members of Local Union 1891 as per Article 1 – Recognition.

ALL ARTICLES FROM ARTICLE 1 TO ARTICLE 10 IN THE MASTER PORTION OF THIS AGREEMENT SHALL APPLY TO APPENDIX "B".

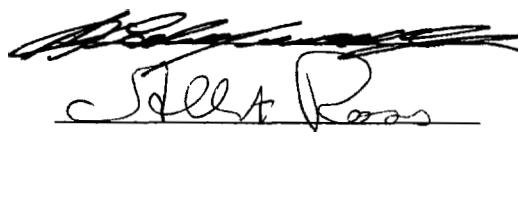
Dated at Toronto this 7 day of APRIL, 1993.

ACOUSTICAL ASSOCIATION ONTARIO  
and  
INTERIOR SYSTEMS CONTRACTORS  
ASSOCIATION OF ONTARIO



A handwritten signature, likely "J. R. Connor", is written over a horizontal line. The signature is in cursive and includes a large, sweeping flourish at the end.

INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES  
AND ONTARIO COUNCIL OF THE  
INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES



A handwritten signature, likely "J. R. Connor", is written over a horizontal line. The signature is in cursive and includes a large, sweeping flourish at the end.

## APPENDIX "C"

THIS AGREEMENT made and entered into this 4th day of September, 1990.

BY AND BETWEEN:

JACKS FLOOR CRAFT  
STAR-LITE FLOORING  
SUPERIOR FLOORING THUNDER BAY INC.  
LAKEHEAD FLOORS DIVISION OF INC.

hereinafter called the "Employer"

AND:

ONTARIO COUNCIL OF THE INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TR  
ED TRADES  
Floor Coverers Local Union 1671

herein called the "Union"  
hereinafter called the "Union"

### ARTICLE 1

#### PURPOSE

**1.01** The purpose of this Agreement is to provide for the setting forth of provisions relating to the safety and welfare of employees within the bargaining unit, to establish wage rates, hours of work and certain other conditions of employment as well as a procedure for the prompt disposition of grievances, the whole with the view of establishing and maintaining harmonious relations between the company and the said employees and promoting the efficient operation of the company's business.

### ARTICLE 2

#### RECOGNITION, SCOPE AND JURISDICTIONAL TERRITORY

**2.01** The company recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the laying of resilient tiles, ceramic tiles, hardwood tiles, sheet goods, linoleum and carpets as herein noted:

All work which consists of cutting, sewing, laying, installing, applying, removing, new and old carpets, linoleum, plastic materials, plastic laminations, plastic tiles, conductive tile, non-slip and abrasive materials, brushed, towelled, roller coated, and/or sprayed liquid floor coverings, all underlay materials, rubber, cork, cork-tile, oil cloth mastipave, matting, linen and crash, mastic tile,

linoleum tile, ceramic tile and asphalt tile to original and other types of floor coverings whether in sheets, squares, rolls, or interlocked, drilling holes for sockets and pins, linoleum, for attachment of carpets, rubber and cork carpets on walls and ceilings; fitting devices for attachment of carpets, linoleums, rubber and all other resilient floor coverings, and fittings of metal edgings, metal corner and caps used in the installation of linoleum, rubber and all resilient floor coverings on floors, walls, sinks, counters, table tops, or ceilings or any other place where such material is used and all preparatory work incidental thereto, shall come within the scope of this Agreement unless agreed changes are made.

2.02 All the work covered above, shall apply to the Industrial, Commercial, Construction Institutional Sector and shall include Residential work, as a pari of this Agreement.

2.03 Employers signatory to this agreement, shall not sublet, assign or transfer work to any person, firm or corporation, who are not signatory to this agreement, prior commencing work. The sub-contractor must also have employees, who are members in good standing with the union.

2.04 The Jurisdictional territory of this Agreement shall be the geographical districts of Kenora, Kenora-Patricia, Rainy River, District of Thunder Bay (White River incl.) and District of Cochrane.

## ARTICLE 2A

### EMPLOYER DEFINITION AND QUALIFICATION

(a) It is understood and agreed that each Employer must maintain a working shop and place of business within the territory as defined in Article 2.04 and it is further agreed that all payroll records, daily time sheets, Social Insurance slips, Vacation Pay payments and Workers' Compensation records shall be kept and maintained in this working shop and place of business. The Employer shall carry Workers' Compensation, pay Unemployment insurance, Canada Pension Plan and Vacation Pay and comply with all Federal Laws pertaining to the Floor Covering Industry.

(b) Each employer signatory to this Agreement, agrees to recognize and deal, in his working shop and place of business, at reasonable hours of the day, with such representatives as the Union may elect or appoint.

Each Employer further agrees to permit the business representative of the Union to visit his working shop and place of business at any reasonable time during the working hours for the purpose of inspecting the list of employees' Payroll records, Time Sheets, Social Insurance slips, Vacation Pay payments, Workers' Compensation records in order to determine whether the shop and business is being conducted in accordance with this Agreement. Any request by the Union to inspect such records must be permitted within 48 hours from the time of such a request except, that Saturday, Sunday or a Statutory Holiday shall not be included in determining the 48 hour period.

(c) Where a contracting firm has more than one Employer or partner, then only one Employer or partner using the tools of the trade may be a non-member of the Union. Second or any subsequent Employer or a partner of the firm working with tools of the trade shall be a member of the Union.

## ARTICLE 3

### UNION SECURITY

3.01 All employees who are members of the Union at the date of execution of this Agreement shall maintain their membership in good standing as a condition of employment. All other employees shall become members of the Union within fifteen (15) days after the signing of this Agreement or the date of hiring, whichever is later and maintain their membership in good standing as a condition of employment. All workmen hired from areas other than covered by Local 1671 as per Article 2.04 shall be required to immediately notify and join the local Union before commencing any work.

3.02 All persons hired shall present a referral slip from the Union to the Employer and Foreman before starting work.

3.03 Should the Union be unable to furnish workmen within forty-eight (48) hours of the time the Union or its representative received the request, (Saturday, Sunday and Holidays excepted) the Employer reserves the right to employ workmen from any other source; however, workmen so hired shall work under the terms, rates and working conditions of this Agreement.

3.04 The Employer shall employ only members in good standing in the Union on all work covered by this Agreement except as stated in Article 3.03.

3.05 Union members shall not be permitted to work for non-Union Employers who are not under Agreement with Local 1671.

## ARTICLE 4

### NO STOPPAGE OR LOCKOUT

4.01 During the life of this Agreement, no employee shall be dismissed without just cause, neither shall there be any lockout, slow down or stoppage of work on the part of the Employer or Union.

4.02 Union members shall not, however, be required to work with non-Union employees other than those specifically permitted to work under the terms of this Agreement, nor shall Union members be required to cross a legal picket Line.

## ARTICLE 5

### JOB STEWARDS

5.01 Shop and Job Stewards shall be recognized on all jobs and all shops and shall not be discriminated against. When the Employer finds it necessary to discharge or lay off the Shop Steward or Job Steward, the Secretary or the Business Representative of the Union shall be notified prior to layoff or discharge. Shop Stewards shall be supplied a list of employees' names each month.

## ARTICLE 6

### VACATION PAY

**6.01** Vacation Pay shall be paid at the rate of eight (8) percent of gross wages earned, effective September 4th, 1990.

**6.02** Vacation Pay shall be paid on the first pay day of July each year except where an employee has terminated his employment and in which case he shall receive his Vacation Pay within seventy-two (72) hours from such termination.

## ARTICLE 7

### HOURS OF WORK

**7.01** The standard work week shall consist of not more than forty (40) hours to be worked during the regular hours of work from Monday to Friday inclusive, except on jobs one hundred (100) km away or over.

**7.02** The regular work day shall be from 8:00 a.m. until 5:00 p.m. with one hour for lunch or from 8:00 a.m. until 4:30 p.m. with one-half hour for lunch.

**7.03** Shift work shall be paid at eight (8) hours pay for seven (7) hours work. All other hours worked, shall be considered overtime.

## ARTICLE 8

### OVERTIME

**8.01** All hours worked before or after the regular working day (except Shift work noted above) shall be paid for at double time the regular hourly rate of such employee or double the premiums as stated in Article 9A and Article 9.01A for that particular day's work.

**8.02** All hours worked by an employee on a Saturday, Sunday or any of the following Statutory Holidays shall be paid at the rate of double the regular hourly rate of such employee:

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

**ARTICLE 9****FLOOR COVERERS - INSTALLER RATES OF PAY**

<b>9.01</b>		<b>JOURNEYMAN " A</b>	<b>CLASS "B"</b>
	Effective September 4, 1990	\$17.22	\$16.04
	May 1, 1991	\$18.25	\$17.07

**9.02 Apprentices-Trainees**

It is understood and agreed that employees starting work in this trade shall be given full opportunity for gaining varied and all encompassing experience, advancing to the status of Journeymen: and the following progressive scale of wages shall apply:

<b>1st 900 hours</b>	<b>40%</b> of Journeyman's rate of pay
<b>2nd 6 months</b>	<b>65%</b> of Journeyman's rate of pay
<b>3rd 6 months</b>	<b>70%</b> of Journeyman's rate of pay
<b>4th 6 months</b>	<b>80%</b> of Journeyman's rate of pay
<b>5th 6 months</b>	<b>90%</b> of Journeyman's rate of pay
<b>6th 6 months</b>	<b>95%</b> of Journeyman's rate of pay

Thereafter Journeyman's rates shall prevail, provided the employee passes the test, which shall be determined between the management, the employee and the Union. Present Journeyman " A shall remain at the classification.

**9.03** All rates are minimum rates and no employee shall have a reduction in present pay or pay rates as a result of the signing of this Agreement.

**9.04** Working foremen shall receive a premium of twenty-five (25) cents per hour.

**9.05** There shall be at least one Journeyman on each job where an Apprentice is working.

**ARTICLE 9A & 9.01A****PIECE WORKERS**

<b>9A</b>	<b>Residential</b>		<b>Commercial</b>	
	1990	1991	1990	1991
Stretch on Wood	\$ 4.00	4.20 sq.yd.	\$ 3.50	3.70 sq.yd.
Stretch on Concrete	4.30	4.50 sq.yd.	3.75	3.90 sq.yd.
Glue Down	2.85	3.00 sq.yd.	2.30	2.40 sq.yd.
Loose Lay	2.30	2.40 sq.yd.	2.30	2.40 sq.yd.
Stringers	2.30	2.40 lin.ft.	2.30	2.40 lin.ft.
Steps Stretch and Glue	4.40	4.60 per step	4.40	4.60 per step
Stair Treads & Vinyl	5.70	6.00 per step	5.70	6.00 per step
Steps Hollywood	9.90	10.40 per step	9.90	10.40 per step
Steps one end open	6.55	6.90 per step	5.50	5.75 per step
Steps both ends open	7.60	8.00 per step	6.60	6.90 per step
Kitchen 12' material	4.30	4.50 sq.yd.	4.00	4.20 sq.yd.
Kitchen 6' material \$105.00 plus	3.45	3.60 sq.yd.	4.00	4.20 sq.yd.
Glazecraft Tile \$105.00 plus	3.45	3.60 sq.yd.	-	-
Bathroom Minimum	70.00	73.50	-	-

<b>9.01A</b>	<b>Residential</b>		<b>Commercial</b>	
	1990	1991	1990	1991
Bathroom Walls & Tub Enclosures	\$ 80.00	85.00	\$ 80.00	85.00
Hourly Work (etc.)	19.95	20.95	19.95	20.95
V.A. Tile up to 100 ft.	.50	.52 sq.ft.	.37	.37 sq.ft.
over 100 ft.	.42	.44 sq.ft.	.32	.32 sq.ft.
Rubber Base per ft.	.35	.35 lin.ft.	.32	.32 lin.ft.
Gym Flooring			4.00	4.20 per yd.
Heath welding	1.00	1.00 per it.	1.00	1.00 per ft.
Carpet base and cap	1.30	1.30 lin.ft.	1.05	1.05 lin.ft.
Tear up Carpet, Vinyl & Rubber	19.95	20.95	1.50	1.50 sq.yd.
Jute	1.00	1.00 sq.yd.	1.00	1.00 sq.yd.
Plywood per sheet	\$ 16.80		\$ 15.75	
Quarter Round or Base Board	19.95	20.95 per hr.	\$ 19.95	20.95 per hr.
Appliances	15.00	15.00	15.00	15.00
Travel per man	18.50	18.50	18.50	18.50 per hr.
Mileage after 45 km.	.33	.33 per km	.34	.34 per km
Room and Board: one man	\$ 80.00 per day		\$ 85.00 per day	
two men	\$105.00 per day		\$110.00 per day	

**FOLLOWING ARTICLES DO NOT APPLY TO ARTICLE 9A:**

**ARTICLE 6, 7, 8, 10, 11, 12, 15, 16.**



## ARTICLE 10

### TRANSPORTATION, TRAVELLING TIME, ROOM AND BOARD

**10.01** The Employer shall provide transportation to and from all jobs and shall pay for the time spent travelling, from which men return daily at any time before the normal starting time or after the normal quitting time as provided for in Article 7.

**10.02** The employee using his own transportation to jobs, shall receive thirty-five (35) cents per kilometre, plus travelling time as in Article 10.01.

**10.03** On out of town jobs, where the employee does not return home daily, the Employer shall pay the full expenses for Board and Lodging. Time spent in travel shall be paid at straight time rates and shall not exceed eight (8) hours pay in any day of travel.

**10.04** Subsistence allowances need not be paid for any day that employee fails to report for work or is not available for work when called.

**10.05** No Employer can demand for any employee that he transport any materials other than his own hand tools, in the employee's own private vehicle.

**10.06** No employee may enter into any Agreement to permit the use of his own private vehicle for transporting materials or workmen passengers, unless he be afforded reasonable and just compensation for the use of his vehicle. The Employer will be responsible for any employee, taken to any job, as a passenger in other workman's vehicle.

**10.07** On out of town jobs of longer duration the Employer shall provide transportation from the job to the employee's home town and return to the job at no cost to the employee at least once every three (3) weeks. No travelling time shall be paid on such trips.

**10.08** The Employer when engaged in work outside the geographical jurisdiction of the Local Union which has jurisdiction within such Employer's place of business, will hire at least 75% of employees from the Local Union which has the jurisdiction where such work is being performed from either the hiring hall or such Local Union, or the Local Unions designated representative. But in all cases with the stipulations as outlined in Articles 3.01; 3.02; 3.03; and 3.04.

## ARTICLE 11

### PAID STATUTORY HOLIDAYS

**11.01** The company agrees to pay for the following Statutory Holidays:

New Year's Day  
Christmas Day.

**11(A)** Work performed one hundred (100) kilometres or more from the central point Labour Centre, Thunder Bay or Employer's place of business, the employee may waive the forty hour per week restriction and work at straight time rates.

**11(B)** Any Union Journeyman desiring to go contracting, shall before so doing, give the Local Union thirty (30) days notice in writing of his desire, and thirty (30) days to come back to the Union and such notice shall be made each time during the duration of the Agreement. The Recording Secretary of the Union will then notify the selected Chairman of the Employer (in writing) of said intentions. Anyone breaking this procedure will be fined a minimum of \$100 and/or be suspended for a period of two (2) to six (6) months in accordance with findings of the Grievance Committee.

## ARTICLE 12

### PAYMENT OF WAGES

**12.01** Wages shall be paid weekly or bi-weekly. Wages paid by cheque shall be paid within such time as to allow the employee to cash the cheque during banking hours.

**12.02** All wages shall be accompanied by a statement showing the name of Employer and employee, number of hours worked at straight time and showing the hours worked at overtime rates, the period covered and all deductions.

## ARTICLE 13

### GRIEVANCE PROCEDURE

**13.01** Should an employee feel that he has a grievance or complaint or that he has been unfairly treated, he may present the complaint or grievance orally or in writing to the Employer or the Employer's Representative within five (5) days of the alleged complaint, and in so doing, he may have the assistance of the Union Business Agent. Should no satisfactory settlement be reached within forty-eight (48) hours of first presenting the grievance, or any longer period mutually agreed upon, the matter may be carried to the next step.

**13.02** Should no settlement be reached under Step 1, or it was the employee's decision to forego that step, the grievance may be taken up with the Employer, and the Union Business Agent or a Union Grievance Committee shall meet the representatives of the Employer to consider the grievance within five (5) days of the alleged complaint. Such meeting shall take place within five (5) days of either party serving notice to the other party that a meeting is desired and the notice shall state the purpose of the meeting. If no settlement is reached within ten (10) days of such notification, or if a meeting fails to take place within five (5) days of either party to Arbitration as provided in Article 14 of this Agreement.

**13.03** **Employer-Union Grievance** – Should a difference arise between an Employer and the Union concerning the interpretation application, violation or alleged violation of any clause in this Agreement, the matter may be taken up and handled by following the procedure outlined in Article 13.02.

## ARTICLE 14

### ARBITRATION

**14.01** Any dispute or grievance remaining unsettled after passing through the procedure for settlement of grievances outlined in Article 13 of this Agreement may be referred by either party to a Board of Arbitration composed and appointed as follows:

**14.02** Either party may notify the other of its desires to submit the difference to Arbitration and the notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice, shall within five (5) days of notification, inform the other party of the name of its appointee to the Board. The two appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman of the Board.

If the recipient of the notice fails to name an appointee or if the two appointees fail to agree upon a Chairman, within the periods specified, the appointment of one or both shall be made by the Minister of Labour for Ontario at the request of either party.

**14.03** The Arbitration Board shall hear and determine the difference and shall issue a written decision which shall be final and binding upon any employees or Employers affected by it. The decision of the majority or the decision of the Chairman shall govern.

**14.04** The Arbitration Board shall not have the power to alter or change any of the provision or terms of this Agreement or to give any decision inconsistent with the terms or provisions of this Agreement.

**14.05** In Arbitration proceedings each of the parties shall bear the expense of their appointees and the expense of the Chairman shall be shared equally by both parties.

## ARTICLE 15

### CALL IN TIME

**15.01** When an employee reports for work on his regular scheduled work day, he shall be guaranteed a minimum of two (2) hours work and/or pay. Any such employee commencing work shall be guaranteed a minimum of four (4) hours pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the company.

## ARTICLE 16

### GENERAL WORK CONDITIONS

**16.01** After one week's employment, one day's notice shall be given in the event of lay off, discharge or otherwise, or one day's pay shall be paid in lieu thereof. The employee is required to comply with the same.

**16.02** Employees shall be allowed five (5) minutes cleanup time prior to lunch time and five (5) minutes prior to quitting time.

**16.03** An employee shall be entitled to a coffee break not in excess of ten minutes between the second and third hour after starting his shift and between the fifth and sixth hour of his shift unless express permission has been granted by the Employer to deviate from the hours contained herein.

**16.04** Every employee shall as a condition of employment be required to own his own hand tools.

**ARTICLE 17****DURATION OF AGREEMENT**

17.01 This Agreement shall be effective September 4, 1990 and shall remain in full force and effect until April 30, 1992 and further periods of one year thereafter unless within ninety (90) days prior to the expiry date of this Agreement, written notice is given by either party signatory to this Agreement.

17.02 Within thirty (30) days of such notice, a joint meeting shall be held for the purpose of considering any changes or amendments.

17.03 If negotiations are in progress at the time of expiration of the Agreement, the same shall remain in effect until the conclusion of such negotiations.

DATED IN THUNDER BAY THIS 4th, day of SEPTEMBER, 1990.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
*Arndt Kulifaj*  
 \_\_\_\_\_  
*Luigi Salvi*  
 \_\_\_\_\_  
*John Thelert*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
*Larry Kneer (Bus. Ref.)*  
 \_\_\_\_\_  
*Mr. Richtig*  
 \_\_\_\_\_  
 \_\_\_\_\_