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# Provincial Collective Agreement

*between*

**The Ontario Painting Contractors Association**

**Acoustical Association Ontario**

**Interior Systems Contractors Association of Ontario**

*and*

**The International Union of Painters and Allied Trades**

*and*

**The Ontario Council of the International Union  
of Painters and Allied Trades**

*Effective*

*May 1, 2004 – April 30, 2007*

**MASTER AGREEMENT**

This Agreement is made this 22th day of June, 2004 and covers the period from May 1, 2004 to April 30, 2007.

BETWEEN:

**THE ONTARIO PAINTING CONTRACTORS ASSOCIATION**

**ACOUSTICAL ASSOCIATION ONTARIO**

**INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO**

(hereinafter referred to as the "Employer Bargaining Agency")

and

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

and

**THE ONTARIO COUNCIL OF THE INTERNATIONAL UNION**

**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 Council of the International Union of Painters and Allied Trades 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 Council of the International Union of Painters and Allied Trades 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 Council of the International Union of Painters and Allied Trades 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 competent 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. **Such referral slip may be forwarded and/or obtained by facsimile or electronic method.**

## 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.

## 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 ten (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 ten (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 Occupational Health and Safety Act and the Workplace Safety & Insurance 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; **wet and dry vacuuming, and Sprayed Polyurethane Applicators, Exterior Stucco Applicators, and Exterior Insulated Finishing System Applicators.**

(ii) Appendix "B" covering all journeymen Drywall **Finishers** (Tapers, Plasterers, Fireproofing Applicators, Acoustical Sprayers, Asbestos Removers, Exterior Insulated Finishing System **Applicators**, Exterior Stucco **Applicators**, Air/Vapour Barrier workers) and **all other workers performing any work described in Article 3 of Appendix "B" herein, 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 Employer Bargaining Agency and the Union.

9.02 Any changes or amendments agreed to by the Employer Bargaining Agency 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

### PARTICIPATION AGREEMENT

10.01 Pursuant to the Collective Agreement between the Employer Bargaining Agency (herein called the "E.B.A.") of which the Employer is a member, and the International Union 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 E.B.A. 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.

## ARTICLE 11

### DURATION AND TERMINATION

11.01 The Agreement is effective from **May 1, 2004** and shall remain in full force until the **30th day of April, 2007** 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.

11.02 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.

11.03 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       day of       , 2004

ONTARIO PAINTING  
CONTRACTORS ASSOCIATION

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

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ACOUSTICAL ASSOCIATION ONTARIO

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INTERIOR SYSTEMS CONTRACTORS  
ASSOCIATION OF ONTARIO

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## APPENDIX "A"

BETWEEN

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

(hereinafter referred to as the "Employer")

- and -

### **THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES AND THE ONTARIO COUNCIL OF THE INTERNATIONAL UNION 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 scope of work shall consist of, but not be limited to, the following:

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 removal or 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, "blast-tracking", 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 rail cars, truck trailers, 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, and surfaces to prepare such surfaces for new coatings or restore surfaces to their previously painted or coated condition.

## ARTICLE 3

### EMPLOYEE DEFINITION & RESPONSIBILITY

3.01 An employee is defined as either a Qualified Journeyperson, an Unqualified Journeyperson or an Apprentice painter, paperhanger, fabric hanger, decorator, sandblaster, water blaster, vacuum operator, spray applicator, swing stage operator, 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 **that shall include the following: putty knife, broad knife, duster, approved hardhat, one pair of whites, approved safety boots, and screwdriver. Vinyl hangers will supply their own hand cutting tools, but the employer will supply cutting blades.**

It is the responsibility of each Employer to supply safety glasses and proper respiratory equipment.

Any assigned equipment, in addition to the above, shall be returned to the Employer at the end of employment or the cost of such equipment will be deducted from the final pay cheque.

Failure to wear assigned safety equipment may be reason for dismissal by the Employer.

3.03 (a) A Qualified Journeyperson 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.

(b) For lead removal or abatement projects where blood monitoring is conducted, the Employer, the Union and the Joint Health and Safety Committee shall be informed of the test results for blood levels.

3.04 An Unqualified Journeyperson is an employee who does not hold a Certificate of Qualification **as described in Article 3.03(a) above.** These Unqualified Journeypersons will not be allowed to work alone, nor to work overtime until all qualified Journeyperson and Apprentices are on overtime. Unqualified Journeypersons may be replaced by any available Qualified Journeyperson or Apprentice at the request of the Union representative after 48 hours' notice or the following Monday. **Rates for Unqualified Journeypersons who were members of the union prior to May 1, 2004 will be twenty (20%) per cent per hour less than the Qualified Journeyperson's rate. Effective upon ratification, all Unqualified Journeypersons who were not members of the union as of that date will be paid twenty-five (25%) per cent per hour less than Qualified Journeypersons.**

3.05 It is agreed that any violation of the Unqualified Journeyperson 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 Training, Colleges and Universities, 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' Safety and Insurance Board (WSIB) coverage, Employment Insurance (EI) and comply with all other Federal, Provincial and Municipal laws pertaining to the 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 individual whether an owner, partner, director or officer of any Employer who actually performs 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, including payments for administrative dues check off, Union dues, and Union and Employer Industry Promotion Funds, as set out herein.

## 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.

For the duration of this Agreement, any changes or amendments to Union Dues must be presented to OPCA in writing and distributed at least thirty (30) days prior to implementation.

5.02 **Administrative dues shall be deducted by the employer based on three per cent (3%) of income on which vacation pay is calculated. Method of payment is to be in conjunction with Article 21 of this Agreement.**

## ARTICLE 6

### GRIEVANCE PROCEDURE/UNION AND EMPLOYER JOINT TRADE BOARD COMMITTEE

6.01 The provisions of Article 6 herein supersede the grievance procedure provisions outlined in Article 5 of the Master Agreement.

6.02 Any dispute, difference or controversy arising out of this Agreement shall first be discussed between the employee and the Employer's representative within ten (10) calendar days of the occurrence of the grievance. Failing settlement, the Local Business Representative will then communicate the matter to the Association, in writing, in an attempt to resolve the matter.

6.03 Should the grievance not be resolved within a further ten (10) calendar days by the said Business Representative and Employer, then it will be submitted to the Joint Trade Board Committee as outlined in this Article.

6.04 Notwithstanding the grievance procedure outlined herein, a party has the right to submit a grievance to arbitration in accordance with the Ontario Labour Relations Act at any stage following the occurrence of the grievance, with prior notification to the Association.

6.05 The parties hereto agree that a Committee shall be established upon the signing of this Agreement known as the Union and 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 (4) representatives, two (2) being nominees from the Employers and two from the Union.

6.06 The Committee shall meet quarterly. 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 (10) 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 21 and Article 25 of this Appendix.

## **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 unless specified in the local schedules **or as specified in a "letter of understanding" agreed to by the parties for the term of this Collective Agreement.**

8.02 By virtue of membership in the Union, no member 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, except where the Union instructs certain members to take employment with a non-

signatory Employer for the express purpose of organizing such Employer. **If the Union grants any signatory employer any terms or conditions different from those in this Collective Agreement, such terms and conditions shall be available to all employers. The union shall promptly advise OPCA of any such arrangements.** The Union agrees to provide OPCA with a copy of any Agreements signed to the Union with companies performing work under the scope of this Collective Agreement. Signatory contractors will automatically become members of the Association (as the designated Employer Bargaining Agency), subject to OPCA By-laws. The Association will send out Membership packages to all signatory contractors following payment of their first remittance under the Collective Agreement.

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 (10) 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 (10) minute rest period shall be applied at the end of a shift prior to overtime being worked and for each two (2) hours of work performed thereafter.**

(b) A twenty (20) minute rest period to eat a meal, after each four (4) hour overtime period.

## ARTICLE 11

### STANDARD HOURS OF WORK AND SHIFT WORK

11.01(a) **In the territorial jurisdiction of Local Union 557, Toronto, a regular working day shall consist of not more than eight (8) hours of employment to be performed between the hours of 7:00 a.m. and 6:00 p.m. on Monday, Tuesday, Wednesday and Thursday. A regular working day on Friday shall consist of not more than five and one-half (5.5) hours of employment to be performed between the hours of 7:00 a.m. and 3:00 p.m. Fridays may be extended by two and one-half (2.5) hours without overtime at a three dollar (\$3.00) per hour premium.**

11.01(b) **In the territorial jurisdiction of Local 557, Toronto, upon mutual agreement between the employer and the employees, it is agreed that employees may work three (3) consecutive shifts Monday to Wednesday consisting of three (3) ten (10) hour shifts at the regular rate of pay and a seven and one-half (7.5) hour shift on Thursday. Thursdays may be extended by two and one-half (2.5) hours without overtime at a three dollar (\$3.00) per hour premium. Any hours worked beyond those hours or on Friday**



shall be paid at overtime rates. Shift premiums as per Article 11.03 shall apply if the shift begins after 3:30 p.m., and shall not be pro-rated. However, shift premiums will not be paid for overtime hours.

**11.02(a)** For the areas in the province with the exception of Local Union 557, Toronto, a regular working day shall consist of not more than eight (8) hours of employment to be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday.

**11.02(b)** For all areas in the province with the exception of Local Union 557, Toronto, upon mutual agreement between the employer and the employees, it is agreed that employees may work four (4) consecutive shifts Monday to Thursday consisting of four (4) ten (10) hour shifts at the regular rate of pay. Any hours worked beyond those hours shall be paid at overtime rates. Shift premiums as per article 11.03 shall apply if the shift begins at 3:30 p.m., and shall not be prorated. However, shift premiums will not be paid for overtime hours.

**11.03** A shift premium of one (1) hour per shift will be paid for all shifts that begin after 3:30 p.m. and hours worked on such shift will be paid at the regular hourly rate. An employee will only be entitled to the one hour premium if the employee completes the full shift. Work performed between 12:01 a.m. Saturday to 11:59 p.m. Sunday shall be paid at overtime rates.

**11.04** Commercial Occupied Premises - For the sole purposes of commercial work in occupied premises where the Employer cannot work regular work shifts as set out in this Article 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 (24) hour period may be worked for five (5) consecutive twenty-four (24) hour periods. Work performed during the above noted five (5) consecutive twenty-four (24) hour periods will be paid at the regular day shift wage rate. The next two (2) consecutive twenty-four (24) hour periods will be fixed at the sixth and seventh periods and if worked by the employee shall be paid at **time and one-half (1.5x)**.

## ARTICLE 12

### OVERTIME WORK AND STATUTORY HOLIDAYS

**12.01(a)** Overtime work shall be construed to mean all hours worked in excess of those stipulated in Article 11 - Standard Hours of Work and Shift Work - and shall be paid at overtime rates and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising this right.

**12.01 (b)** All overtime performed between Monday and Sunday inclusive shall be paid at time and one-half (1.5x) the regular rate of pay for each employee. Shift premium shall not be paid where overtime is paid. It is agreed that the Metro Toronto School Board, Canadian National Exhibition, the Corporation of the City of Toronto, the industrial sector in the cities of Hamilton, Sarnia and Thunder Bay and other applicable fair wage areas are exempt and double-time rates shall apply.

**12.02** All overtime performed on the following Statutory Holidays, i.e. New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other days that may be legislated as a Statutory Holiday during the term of this Agreement, shall be paid at double the regular hourly 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.

**12.03** For work on bridges, tanks, locks, ships and other marine work, the first two hours of overtime shall be at one and one-half times (1.5x) the regular rate.

**12.04** For work affected by weather conditions, make-up time at the regular hourly rate can be worked at any time during the week. In the event this occurs, the employer will notify the Local Union in the area the work is being performed twenty-four (24) hours in advance.

## **ARTICLE 13**

### **WAGE RATES**

See Schedule "A" attached hereto.

## **ARTICLE 14**

### **TRAVELLING TIME AND TRANSPORTATION**

**14.01** Where an employee is instructed by the Employer to report to a job location that necessitates overnight, out-of-town travel where accommodation is required, he/she shall be given advance notice at the end of the previous shift and shall receive transportation plus accommodation and meals in accordance with Article 15, Appendix "A". The employee will be compensated at his hourly rate not exceeding eight (8) hours per day for such Travelling Time.

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

**14.03**

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

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 (a)** In the jurisdictions of Toronto, Hamilton, Kitchener, Oshawa, Windsor, London, Sarnia and Ottawa, there will be a fifty (50) km radius free zone from the City Hall where the Local Union office is located. On all work performed between fifty-one (51) km. and one hundred and twenty (120) km. radius from the City Hall where the Local Union is located, the employer will pay daily travel expense to and from the job to each employee at the rate of sixteen cents (\$0.16) per km. It is agreed that the company will supply transportation beyond fifty (50) kms. or pay thirty-five cents (\$0.35) for the use of the employee's vehicle.

**(b)** In the jurisdictions of Niagara, Kingston, Thunder Bay, Sault Ste. Marie and Sudbury, there will be a fifty (50) km. radius free zone from the designated area in each of the local schedules. On all work performed between fifty-one (51) kms. and up to one hundred twenty (120) kms. radius from the designated areas in each schedule, the employer will pay travel expenses as set out in Article 14.04(a) above.

**14.05** When an employee is requested to use his or her own vehicle for company use, the Employer

will carry non-owner insurance for such employee and the Employer shall pay **thirty-five cents (\$0.35)** per km.

**14.06 Employees who perform work in Ontario beyond the one hundred twenty (120) kms. referred to in Articles 14.04(a) and (b) will be entitled to travel time in accordance with Article 14.01 and room and board in accordance with Article 15.**

**14.07 In the jurisdiction of Toronto between the city zones of Queen's Quay north to Bloor Street and between Spadina Avenue east to Jarvis Street, a daily parking allowance to a maximum of five dollars (\$5.00) will be paid by the employer with receipt provided by the employee.**

## **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 13, Schedule "A", and work the standard hours of work as defined in Article 11. And will receive Board Allowance as stipulated in this 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. 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 (2) persons per room in any twenty-four (24) hour period on out-of-town work.

## **ARTICLE 16A**

### **WELFARE TRUST FUND**

**16A.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.

**16A.02** Effective July 4, 2004, the Employer shall contribute to the Welfare Trust Fund **one dollar and sixty cents (\$1.60)** per hour for each hour worked by each employee covered by the Agreement. **Eleven cents (\$0.11) of this amount applies to welfare taxes. Effective May 1, 2005 the amount shall be increased to one dollar and seventy cents (\$1.70). Twelve cents (\$0.12) of this amount applies to welfare taxes.**

**16A.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.

**16A.04** 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 16B**

### **PENSION PLAN TRUST FUND**

16B.01            Effective July 4, 2004 the Employer agrees to pay pension contribution in the amount of three dollars (\$3.00) per hour worked by each employee by this Agreement

16B.02            Effective July 4, 2004, one dollar (\$1.00) of the above contribution will be forwarded by the Trustees of the Pension Trust Fund to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada).

16B.03            Remittance of these contributions shall be as provided for in Article 21 of this Appendix.

## **ARTICLE 16C**

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

16C.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.

16C.02            The Employer shall pay vacation pay and Statutory Holiday Pay into a Vacation Pay Trust Fund.

16C.03            The Vacation money will be paid by the Vacation Pay Trust Fund once yearly in December.

16C.04            See Article 21 for Method of Payment.

16C.05            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 16D**

### **TRUSTEES**

16D.01            It is agreed that the International Union of Painters and Allied trades, Province of Ontario Trust Funds (i.e., Health and Welfare Trust Fund, Pension Plan trust Fund and Vacation Pay Trust Fund) shall be administered by a Board of eighteen (18) trustees, three (3) of whom shall be appointed by the Ontario Painting Contractors Association and three (3) of whom shall be appointed by the Ontario Council of the International Union of Painters and Allied Trades. Any Trustee appointed by the Association shall 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 that retains the above arrangement.

16D.02 At all meetings of the Trustees described in Section 16D.01, the O.P.C.A. appointed Trustees shall have an equal number of votes to cast on each matter to be decided as the three Ontario Council of the I.U.P.A.T. appointed Union Trustees, notwithstanding the number of Trustees of either group present.

## ARTICLE 17

### INDUSTRY FUNDS

17.01(a) **Effective July 4, 2004, each Employer shall contribute to the Industry Fund, the sum of thirty-eight cents (\$0.38) which includes Goods and Services Tax (GST) for each hour worked by each employee.** This Fund shall be administered through the office of the Administrator

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.

17.01(b) **Effective July 4, 2004, each Employer shall contribute to the International Union of Painters & Allied Trades Ontario Council Industry & Promotion Fund, a sum of thirty cents (\$0.30) for each hour worked by each employee.** This Fund shall be administered through the office of the Administrator.

The Industry Fund amounts on receipt shall be immediately paid to the International Union of Painters & Allied Trades Ontario Council 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.

17.02 The Employer and the Union shall bear responsibility for the costs involved for the collection and distribution of the money in these Funds as affected by the Administrator.

17.03 The remittance of these Funds shall be as provided for in Article 21 of this Appendix.

## ARTICLE 18

### LABOUR MANAGEMENT COOPERATION INITIATIVE

18.01 The Employer shall remit to the Labour Management Cooperation Initiative (LMCI) a sum equal to five cents (\$0.05) for each hour worked by each employee. This Fund shall be administered through the Offices of the Administrator. Wage rates in each Local have been adjusted accordingly.

## ARTICLE 19

### ONTARIO CONSTRUCTION SECRETARIAT

19.01 Each Employer shall remit to the Ontario Construction Secretariat two cents (\$0.02) for each hour worked by each employee in the Industrial, Commercial and Institutional sector in accordance with Article 21. Wage rates in each Local have been adjusted accordingly.

## ARTICLE 20

### TRAINING CENTRE TRUST FUND

20.01 Effective **July 4, 2004**, the Employer shall remit to the Training Centre Trust Fund the sum of thirty-five cents (\$0.35) for each hour worked by each employee. Thirty cents (\$0.30) of this amount shall be remitted to the Ontario Painters and Decorators Training Centre Trust Fund (OPDTCTF) and five cents (\$0.05) shall be remitted to the International Joint Painting, Decorating, Drywall Apprenticeship and Manpower Training Fund (IJMTF).

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

20.03 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;
- (c) administering the painter/decorator apprenticeship program;
- (d) encouraging applicants to enter the painting trade; AND
- (e) administering the painter and decorator apprenticeship program at the Ontario Industrial and Finishing Skills Centre.

20.04 It is agreed that the Training Centre Trust Fund shall be administered by a Board of Trustees comprised of an equal number of Employer and Union Trustees, appointed by the respective parties.

## **ARTICLE 20A**

### **APPRENTICESHIP EDUCATION FUND**

20A.01 The purpose of this Fund is to assist apprentices with expenses incurred while attending training school. The employer shall deduct one (\$1.00) dollar per hour from each apprentice. The employer shall remit this amount on the approved form, together with a list of the names and social insurance numbers of each apprentice on whose behalf the deductions are made to the Ontario Industrial Finishing Skills Centre (OIFSC), 130 C Toro Road, Toronto, Ontario M3J 3M9

Apprentices who were registered prior to October 1, 2001 may decide not to participate in which case he/she must file an "Apprenticeship Education Fund Waiver Form" with the union and the employer.

20A.02 There shall be no deductions made from the apprentice after successful completion of their school/training requirements.

## **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 Centre Trust Fund, the Industry Fund, the Secretariat Fund, and the Labour Management Cooperation Initiative contributions in the amount and under the conditions stipulated below and as set out in Article 16A, 16B, 16C, 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 16A, 16B, 16C, 17, 18, 19, 20 and 20A 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 Centre Trust Fund, Industry Fund, Secretariat Fund, Labour Management Cooperation Initiative 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 five (5) calendar days as specified in 21.01 shall result in the Union removing all employees 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 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.

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 one and one-half percent (1-1/2%) per month.

21.05 If the Trustees, Administrator or Local Business Representative through the Joint Trade Board Committee, determines that there is a reasonable basis for a Chartered Accountant to examine the payroll records of any Employer for the purpose of:

- (i) verifying the accuracy of any reports made by such Employer to the funds;
- (ii) determining what, if any, amounts are due and unpaid to the Funds;
- (iii) determining whether an Employer is paying employees proper wages as set out herein;
- (iv) determining whether an Employer is paying non-union workers in violation of this Agreement, by virtue of sub-contracting. If this is, in fact, the case, additional records may be examined;

each Employer agrees to permit and does hereby authorize a Chartered Accountant who does not perform services for the Association, the Administrator 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 Joint Trade Board Committee, Trustees or Administrator as to his or her 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 Local Business Representative through approval of the Joint Trade Board Committee, or 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 Local Business Representative through approval of the Joint Trade Board Committee, or the Trustees, or 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, Administrator or Joint Trade Board Committee 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 there under 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, 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 one and one-half percent (1-1/2%) per month or fraction thereof (being the equivalent of eighteen percent (18%) per annum calculated monthly not in advance) on the gross amount overdue.

21.09 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 phone 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 (i) 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 (i) 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 (i) 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 (i) 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 (i) 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 that: (1) is not signatory to this Agreement, and/or (2) does not have employees.

23.02 Without restricting in any way the application of Article 23.01 herein, an Employer who undertakes a contract with an owner to provide construction management services with respect to Scope of Work set out in Article 2 of this Agreement, shall be subject to Article 23.01 herein unless:

- (a) the owner selects a contractor not bound to this Agreement and solely and directly solicits or obtains bids for such work from contractors without any involvement or participation by the Employer in the selection of such contractors (except as to the validity of the bids) or the solicitation or obtaining of any bid from any contractor regardless of whether or not the contractor is bound to this Agreement;
- (b) the owner accepts bids from contractors not bound to this Agreement; and
- (c) the owner contracts or sub-contracts directly with contractors not bound to this Agreement without contractual obligation of the Employer for the work of such contractors, other than for the negligent acts or omissions of the Employer.

The Employer shall advise the owner of the provisions of this Article, when undertaking the construction management services contract.

## 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

## PAYMENT OF WAGES AND SEPARATION

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

- (1) Name of Employee/Employer;
- (2) Hours worked and rate of pay per hour including overtime hours;
- (3) Income tax deducted;
- (4) CPP deducted;
- (5) EI deducted;
- (6) Vacation Pay deducted;
- (7) Administrative and monthly Union dues deducted.

25.02 Should no pay slip or cheque stub be issued or should it not contain the information contained in Article 25.01 then, provided the matter is raised within Twenty-eight (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 Five Hundred (\$500.00) dollars per pay period which sum shall be paid to the Joint Trade Board Committee. No claim shall be made for any period exceeding Twenty-eight (28) days.

25.03 All employees must be paid in full at the time of separation or by negotiable cheque mailed not later than the next day. Two (2) hours' notice is to be given employees at the time of separation or two (2) hours' pay in lieu thereof. A Record of Employment is to be handed to or mailed to the employee within seventy-two (72) hours of separation.

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

## ARTICLE 26

### LOCAL UNION JURISDICTION WITH OUT OF TOWN EMPLOYEES

26.01 (a) 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 fifty (50%) per cent of employees from 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.

(b) In the event a job exists as per the preceding paragraph, the **first two (2) employees will be of the Employer's choice, the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) will be from the jurisdiction of the hiring hall of such Local Union where the work is being performed. The fifth (5<sup>th</sup>) employee will be of the Employer's choice and the supply of additional employees will be on a rotation basis.**

26.02 **Prior to starting a job the Employer will report to the Local Union representative in the jurisdiction where the work is being performed, the names and Local Union of all employees employed from outside the jurisdiction. It is agreed the administrative dues check off will be deducted for all employees from outside the jurisdiction in the same manner as the employees of the Local Union having jurisdiction where the work is being performed. This does not apply to the Grand Valley Stabilization Fund.**

## 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 Ontario Labour Relations Act, Revised Statutes of Ontario, 1995 as amended.

## ARTICLE 28

### APPRENTICES

28.01 It is agreed that Apprenticeship Periods be as stipulated in Ontario Regulation #101-01, under the Apprenticeship and Tradesmen's Qualification Act. Apprentices shall not be less than sixteen (16) years of age, preferably have completed Grade twelve (12), but not less than Grade ten (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 Training, Colleges and Universities. An Apprentice shall work the same hours as a Journeyperson and will work under the supervision of a Journeyperson at all times. Apprentices are required to write the examination for Certificate of Qualification from the Ministry within three (3) months of completion of the required training and completion of required hours. An Apprentice is defined as the holder of an Apprenticeship Registration Card.

The ratio of Apprentices to Journeypersons shall not exceed one (1) Apprentice to three (3) regularly employed Journeypersons in any shop. (The regularly employed Journeypersons shall be calculated on an average for a one (1) year period.) Each shop employing less than an average of three (3) Journeypersons shall be entitled to one (1) Apprentice where at least one (1) Journeyperson is employed regularly. Shops employing an average of five (5) or more employees over a one (1) year period, must have one (1) Apprentice in their employ for every five (5) Journeypersons, if applicants are available. **However, employers will not be required to apply the apprentice ratios in this Article when performing deep cleaning jobs.**

28.02 Apprentices must attend Trade School Sessions when notified by the Ministry of Training, Colleges and Universities (Apprenticeship Branch) and the Training Delivery Agency. Failure to comply without prior approval from the Training Delivery Agency or official deferment from the Ministry of Training, Colleges and Universities, (Apprenticeship Branch) will result in immediate suspension from the Union and notification to the Employer.

If an Apprentice is required to attend the designated training while actively employed, the Employer will accept another Apprentice supplied by the Union. Upon completion of the training session, the Apprentice will return to work with his previous Employer providing work is available.

It is agreed that every effort will be made by the Union to supply the Employer with an Apprentice of equal training at the time the Apprentice is scheduled for training.

28.03A The rate of wages for an Apprentice in the certified trade while not attending a training program at a location approved by the Training 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 – 600 hours	\$11.00 per hour
601 - 2000 hours	50% of a journeyperson's rate
2001 - 4000 hours	60% of a journeyperson's rate

4001 - 6000 hours

80% of a journeyperson's rate

28.03B            **Effective July 4, 2004, wage rates and benefits for an apprentice entering the certified trades shall be as follows:**

Article	1 - 450 hours	-	\$11.00 per hour, vacation pay at 4% of gross wages; employer to pay statutory holidays, administrative dues as per
	451 – 1000 hours	-	17; no benefits; \$11.00 per hour, vacation and holiday pay at 10% of gross wages; all benefits except pension;
	1001 – 1800 hours	-	50% of journeyperson wages, vacation and holiday pay at 10% of gross wages, all benefits except pension;
	1801 – 3600 hours	-	55% of journeyperson wages, vacation and holiday pay at 10% of gross wages, all benefits except pension;
	3601 – 4500 hours	-	60% of journeyperson wages, vacation and holiday pay at 10% of gross wages, all benefits, including pension;
	4501 – 5400 hours	-	70% of journeyperson wages, vacation and holiday pay at 10% of gross wages, all benefits, including pension;
	5401 – 6000 hours		75% of journeyperson wages, vacation and holiday pay at 10% of gross wages, all benefits, including pension.

**In order to progress to the next level, the apprentice must have successfully completed the required hours of employment and have successfully completed the required apprenticeship and school training. An Employer may elect to pay an apprentice more than the above rates.**

28.04            There will be a three-month probation period for new Apprentices, and the Employer shall make no Pension contributions for the first Three Thousand Six Hundred (**3600**) hours of an Apprentice's employment.

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 Journeypersons 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 (5) minutes with pay immediately prior to lunch time and five (5) minutes immediately prior to quitting time for cleaning up purposes except Spray Painters and Sand Blasters who shall, in each case, be allowed fifteen (15) 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 tradespersons who are not affiliated with the Local Building and Construction Trades Council and/or the Provincial Building Trades Council of Ontario AFL-CIO-CLC.

## ARTICLE 32

### SHOP WORK

32.01 On any sandblasting, cleaning and/or painting that is **performed** within the Employer's shop or within the confines of the area or compound, which would be generally known as **Shop Work**, **all overtime will be paid at time and one-half (1.5x) the applicable rate of pay.**

### LETTER OF UNDERSTANDING RE: SHOP WORK

**The parties agree to commence discussions within ninety (90) days of ratification for the purposes of negotiating a shop agreement. Parties will pursue such negotiations in good faith with the intention of reaching agreement.**

## ARTICLE 33

### MARKET RECOVERY PROVISIONS

33.01 The terms and conditions of this Collective Agreement may be changed or amended by written agreement between the Local Chapter of OPCA of the Employers and the Local Union in the geographic area. Any changes or amendments agreed to by the Local Chapter and the Local Union in that geographic area shall not be effective unless and until such change or amendment has been reduced in writing and executed by all parties.

33.02 Enabling

An Employer requesting Enabling will register through the OPCA office who will file with the Local Union in the geographical area for each individual job to be considered for Enabling. Such registration will

be by written request on the approved form and must have a starting date and must be submitted at least five (5) days and approved within two (2) days prior to the closing date of the job. (Rebids after closing, must be clearly identified on the request form.)

All information will be copied as a generic request to the Ontario Council of Painters by the OPCA office.

Employers requesting enabling MUST communicate to the OPCA office the results of the tender. Failure to do so will eliminate them from this program until said Employer complies with this clause.

Referral slips must be issued from the Local Union office for jobs successfully enabled and will include location of job, rate of pay, Employer's name and Employee's name. Copies will be submitted to the OPCA office from the Local Union office.

OPCA and the Ontario Council on a quarterly basis will review the results of this Market Recovery Program.

### 33.03 Repaint Work

- (a) Effective **July 4, 2004**, wages for repaint work will be paid as shown in the Local Schedules for the work stated above, not including exemptions as listed in each Local Schedule.
- (b) For any job sites utilizing municipal, provincial or federal fair wage, the prevailing fair wage rate for those sites will apply.
- (c) Hours of work shall be forty (400 hours per week, Monday to Friday).
- (d) Employees for this work must be hired through the Union Hall, on a name-hire basis. Employers who have no work for current employees may offer this work to them with the understanding that when regular work becomes available, current employees will return to such work and additional employees will be hired from the Union Hall.
- (e) Anyone working under this clause must receive a referral slip from the Union hiring hall prior to starting work, including any Employer using any current employees. Failure to receive a referral slip will result in the Employer paying full commercial rate.
- (f) Any jobs bid using this amendment must report results to the OPCA office which will be forwarded to the Union office.

## ARTICLE 34

### MARKET SHARE & RECOVERY AMENDING PROVISIONS

The provisions of this Article stand alone from Article 9 of the Master Agreement and Article 6, Appendix "A".

34.01 Notwithstanding the provisions of Article 33, the Employer may elect to submit any issue under the procedures of this Article to remove competitive disadvantage and regain market share.

#### 34.02A Notification by Employer/Union

- 1) In a specific geographic area, either party will submit to the other notification to use this Article
- 2) Notification will include:
  - issues and verification of the competitive disadvantage;
  - conditions and terms requested;
  - geographic area affected;

- sector and/or proposed work projects;
- period of time required.

#### 34.02B Response by Union/Employer

A response to the notification must be sent within fourteen (14) days. The response will include:

- acknowledgement of the request;
- a response to the issue(s);
- a schedule of dates for the parties to begin a three (3) day local negotiating process to be concluded no later than twenty-eight (28) days from the original notification date as per 34.02(A).

#### 34.03 Negotiation Process

- 1) Pursuant to Article 34.02B, a local negotiating process will be initiated to address the issue(s).
- 2) Negotiations will be by the Local Union Representative and Employer(s) of the Local OPCA Chapter.
- 3) Both OPCA and the Ontario Council will have representation during these negotiations.
- 4) Ratification of an agreement will be held within five (5) days by the Local OPCA Chapter and the Ontario Council.
- 5) The Ontario Council and OPCA will formally finalize the ratified agreement.

#### 34.04 Procedure and Process for Final Offer Selection

##### 1. Notice:

Should there be no agreement under Article 34.03, the applicant will notify the other party of its desire to submit the entire issue or any outstanding portion for Final Offer Selection.

##### 2. Selection of Final Offer Selector:

The Final Offer Selector will be appointed from a mutually agreed list within five (5) days' notice after 34.04(1) above. In the event that either party cannot agree on a Final Offer Selector, a request will be made to the Ministry of Labour.

##### 3. Final Offer Submissions:

- (a) Both parties will submit their final written offers to the Final
- (b) Offer Selector and the other party, within seven (7) days of selection.
- (c) The Final Offer Selector may, at his/her discretion, request further clarification from the parties.

##### 4. Final Offer Selection:

- (a) The Final Offer Selector shall select the final offer within fourteen (14) days of his/her appointment.
- (b) The final offer selection shall most address the disadvantage while least altering the Collective Agreement.
- (c) The Final Offer Selector will provide reasons for the decision.

#### 34.05 Amending Agreement

Any amendments to local agreements will be reduced in writing, setting out the terms and conditions and will remain in force for a minimum period of six (6) months or as specified in the negotiations/ decision.

#### 34.06 Monitoring

Any monetary amendment to the Collective Agreement will require that Employers report

monthly to the OPCA Office, all jobs bid using the amendment and the results thereof.

## ARTICLE 35

### WATER TANKS AND WATER TOWERS ONLY

- 35.01 (a) It has been agreed by both parties that for the life of this Agreement, Employers performing work on water tanks and/or water towers will have full mobility of employees in the Province of Ontario with the understanding that the Employer will call the Local Business Representative where the work is being performed to have a referral slip issued.
- (b) No overtime provisions will apply on water tanks and/or water towers for the life of this Agreement.

## ARTICLE 36

### APPENDICES

36.01 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.

36.02 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) D.C.46 (557) - **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 114/200 - **Kingston** - Counties of Haliburton, Peterborough, except that portion west of Highway 28 which includes the Township of Cavan, Northumberland, except that portion west of Highway 28 south to Port Hope, Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds and Grenville, except that portion east of a line drawn beginning at the Town of Smiths Falls (to the north) and running south-easterly to the Town of Brockville (to the south).
- (3) Local 200/114 - **Ottawa** - Counties of Renfrew, Lanark, Ottawa-Carleton (R.M.), Prescott and Russell, Stormont, Dundas and Glengarry, Leeds and Grenville except that portion west of a line drawn beginning at the Town of Smiths Falls (to the north) and running south-easterly to the Town of Brockville (to the south).
- (4) D.C. 46 (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) D.C. 46 (205) - **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 short of Lake Erie.
- (6) Local 1494/  
**1590** - **Windsor** - Counties of Essex and Kent.
- (7) Local 1590/  
(L1783) - **London** - Counties of Bruce, Huron, Perth, Oxford, Elgin and Middlesex.
- (8) Local 1590/  
**1494** - **Sarnia** - County of Lambton.
- (9) Local 1671 - **Thunder Bay** - District of Cochrane, except that portion south of the 49<sup>th</sup> Parallel, District of Algoma, except that portion south of the 47<sup>th</sup> Parallel, Districts of Kenora (including Patricia portion), District of Rainy River, and District of Thunder Bay (including White River).
- (10) D.C. 46 (1824) - **Grand Valley (R.M.)** - Counties of Grey, Dufferin, Wellington, Waterloo (R.M.), Brant, and in Haldimand-Norfolk (R.M.), that portion west of a line drawn beginning at the boundary line of the County of Brant (to the north) and running south-easterly along the road from the town of Hartford past the town of Varency and continuing onto the shore of Lake Erie (to the south).
- (11) D.C. 46 (557) - **Oshawa** - County of Victoria, County of Durham except township of Uxbridge and the Towns of Ajax, Pickering and Whitby; in the County of Peterborough, that portion west of Highway 28 which includes the Township of Cavan, in the County of Northumberland, that portion west of Highway 28 to Port Hope, and the townships of Rama and Mara in the County of Simcoe.
- (12) **D.C. 46** (1904) - **Sault Ste. Marie** - County of Algoma.
- (13) **D.C. 46** (1904) - **Sudbury** - Districts of Parry Sound, Nipissing, Manitoulin, Sudbury, Temiskaming, and the District of Cochrane south of the 49<sup>th</sup> parallel.

Dated at Toronto this       day of       , 2004.

ONTARIO PAINTING  
CONTRACTORS ASSOCIATION

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

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## **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:

- (a) Overtime will be at the rate of time and one-half (1.5x) after forty (40) hours of work.
- (b) Travelling Time will be at a straight time rate on a computed lump sum at least equal to straight time.
- (c) Overtime Permits will not be required.
- (d) Local employee ratios will not be required but it will be necessary to report all jobs to the Ontario Council prior to their commencement.
- (e) All benefits to be same as the Painters.
- (f) WAGE SCHEDULE:

### CLASS III Probationary Waterblaster Trainee

Starting Wage	<b>\$12.00/hr</b>
Vacation Pay	6%
Promotion to Class II after 900 Hours satisfactory working time	

### CLASS II Waterblaster

Base Wage	<b>60% of industrial journeyman painter rate</b>
Vacation Pay	8%
Promotion to Class I Waterblaster after 1 year service and has obtained Class <b>DZ</b> Driver's Licence.	

### CLASS I Waterblaster

Base wage	<b>75% of industrial journeyman painter rate</b>
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.

- (g) All other terms and conditions as detailed in the Painters Agreement including incidental paint preparatory and blast-tracking work as outlined in Article 2:01 therein shall apply.
- (h) A meal allowance of fifteen (\$15.00) dollars will be given to each employee when working beyond a twelve (12) hour shift.
- (i) With respect to High Pressure Water Blasting and Wet and Dry vacuuming in the areas of Sudbury, Sault Ste. Marie and Timmins, the provisions contained in the Local Collective Agreements shall prevail.
- (j) The work of High Pressure Water-Blasting and Wet and Dry Vacuuming shall be negotiated by and be binding on the firms actually engaged in this work, under the control of the negotiating committee of the Ontario Painting Contractors Association.

## DISTRICT COUNCIL 46 (557)

**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"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$28.30 per hour	\$28.80 per hour
Effective May 1, 2005	\$29.05 per hour	\$29.55 per hour
Effective May 1, 2006	\$30.05 per hour	\$30.55 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities (except University of Toronto), community colleges, churches, nursing homes, hospitals, schools and school boards (except Metro Toronto School Board), in conjunction with Article 33.03 of Appendix "A". (Work at the Canadian National Exhibition, City of Toronto and other applicable fair wage areas are exempt from this clause):

Wages will be paid at the rate of Twenty dollars (\$20.00) per hour plus all benefits as per Collective Agreement.

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.
- (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.

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 "B"

#### UNIT PRICING WHERE VINYL WALLCOVERING IS INSTALLED

1. Minimum vinyl area: 750 lineal yards.
2. Before commencement of any project, the Contractor must submit a request to OPCA on the approved form, of his intention to use the Unit Pricing structure for hotels and commercial properties, four days prior to the closing date of the project. Failure to comply with this procedure will result in the payment of regular rates on the project. OPCA will forward the form to the Local Union office.
3. Once the Contractor has secured the job, a complete summary of the footage to be applied must be submitted to OPCA, on the appropriate form, prior to the start of the project. OPCA will forward this summary to the Local Union office.
4. Payment will be weekly, less ten percent (10%) holdback to a maximum of five hundred dollars (\$500.00), until deficiencies are successfully completed. Contractor and Pieceworker must sign off footage on the approved form before payment can be made.
5. There shall be no restriction on the number of hours or days worked in a given work week for Pieceworkers.
6. Rate for painters in this sector is per the collective agreement with hours of work at forty (40) hours any time during the week.
7. The Contractor is responsible for all preparation for wallcoverings and the work area is to be clean. The Contractor and the Pieceworker must sign off on the acceptability/condition of surfaces according to best trade practice.
8. The following rates per applied lineal yard (including reasonable waste) will apply to random match 48- 54- and 60-inch vinyl, 12-22 ounces throughout:
 

For Hotels:	\$3.50/lineal yard
For Commercial:	\$4.50/lineal yard

The following premiums will apply:

  - Bulkheads – 80 cents per lineal yard
  - Doors - \$11/side.
9. In addition to the above rates, the Contractor will remit to Benefit Plan Administrators, all benefits ( eight (8) hour day, forty (40) hour week as per Articles 16A, 16B, 17, 18, 19 and 20 of the Collective Agreement). EHT/WSIB will be remitted as required by law.
10. Pieceworker must have a Registered Business Number and a GST Number and sign an undertaking that he will remit (and provide proof of payment of) Income Taxes, CPP, and all other taxes as required by law.

## TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(a), APPENDIX "A"

## 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"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$24.90 per hour	\$25.40 per hour
Effective May 1, 2005	\$25.40 per hour	\$25.90 per hour
Effective May 1, 2006	\$25.90 per hour	\$26.40 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of seventeen dollars (\$17.00) per hour plus all benefits as per Collective 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.
- (c) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.

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 "B"

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(b) APPENDIX "A".

2. For a member to obtain resident status, he or she must reside in the particular free zone which shall begin at the appropriate City Hall, prior to the start of employment. There shall be a **fifty (50) km free zone** for all employees residing in the towns of Peterborough, Belleville, Kingston and Brockville. **On all work performed between fifty one (51) km and up to one hundred & twenty (120) km radius from the appropriate City Hall the employer will pay travel expenses as set out in Article 14.04(a).** It is agreed that the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.

## ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

## OTTAWA LOCAL 200

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

## SCHEDULE "A"

### WAGE RATES

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

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$24.46 per hour	\$24.96 per hour
Effective May 1, 2005	\$24.96 per hour	\$25.46 per hour
Effective May 1, 2006	\$25.46 per hour	\$25.96 per hour

Effective July 4, 2004 the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of seventeen dollars (\$17.00) per hour plus all benefits as per Collective Agreement.

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.

(c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.

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.

## TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(a) APPENDIX "A"

## 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 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.

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$26.36 per hour	\$27.31 per hour
Effective May 1, 2005	\$26.86 per hour	\$28.06 per hour
Effective May 1, 2006	\$27.36 per hour	\$29.06 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.

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of eighteen (\$18.00) per hour plus all benefits as per Collective 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.

(c) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.

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



**TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14.04(a) APPENDIX "A"

**NIAGARA REGION LOCAL 205**

**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"****WAGE RATES**

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$26.36 per hour	\$27.31 per hour
Effective May 1, 2005	\$26.86 per hour	\$28.06 per hour
Effective May 1, 2006	\$27.36 per hour	\$29.06 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.

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of eighteen dollars (\$18.00) per hour plus all benefits as per Collective 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.

(c) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.

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.

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

**SCHEDULE "B"****TRAVELLING TIME AND TRANSPORTATION**

1. SEE ARTICLE 14.04(b), APPENDIX "A".
2. There shall be a **fifty (50) km free zone** radiating from the City Hall of every town where a shop is located. **On all work performed between fifty-one (51) km and up to one hundred and twenty (120) km radius from said City Hall, the employer will pay travel expense as set out in Article 14.04(b).** It is agreed that the company will supply the transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) per km** for the use of the vehicle.

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

1. SEE ARTICLE 15, APPENDIX "A".

### **WINDSOR LOCAL 1494**

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

#### **SCHEDULE "A"**

#### **WAGE RATES**

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$24.94 per hour	\$25.44 per hour
Effective May 1, 2005	\$25.44 per hour	\$25.94 per hour
Effective May 1, 2006	\$25.94 per hour	\$26.44 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of twenty dollars (\$20.00) per hour plus all benefits as per Collective Agreement.

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.
  - (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.
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.

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

1. SEE ARTICLE 14.04(a) APPENDIX "A"

## LONDON LOCAL 1590 (LOCAL 1783)

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

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$25.86 per hour	\$26.36 per hour
Effective May 1, 2005	\$26.86 per hour	\$27.36 per hour
Effective May 2, 2006	\$27.36 per hour	\$27.86 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards, in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of eighteen dollars (\$18.00) per hour plus all benefits as per Collective 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.
- (c) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.
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.

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(a) APPENDIX "A"

## SARNIA LOCAL 1590

**Territorial Jurisdiction:** County of Lambton

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$26.44 per hour	\$26.94 per hour
Effective May 1, 2005	\$26.94 per hour	\$27.44 per hour
Effective May 1, 2006	\$27.44 per hour	\$27.94 per hour

Effective July 4, 2004 the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards, in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of eighteen (\$18.00) per hour plus all benefits as per Collective 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.

(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 are 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.

(f) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.

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.

6. Show up time – During the time period of May 1 to October 31, there can be up to three (3) one (1) hour show up times per month paid to each employee. This does not include Apprentices and unqualified persons.

## TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(a) APPENDIX "A"

## 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"

### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$25.07 per hour	\$25.57 per hour
Effective May 1, 2005	\$25.57 per hour	\$26.07 per hour
Effective May 1, 2006	\$26.07 per hour	\$26.57 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of \$18.00 per hour plus all benefits as per Collective Agreement.

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

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

(c) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.

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 "B"

### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(b), APPENDIX "A".

2. (a) For a member to obtain resident status, he or she must reside in that particular free zone prior to the start of employment.

(b) There shall be a **fifty (50) km** free zone for employees residing in the towns of Kenora, Dryden, Fort Frances, Terrace Bay, Smooth Rock, Marathon, and Kapuskasing. It is agreed that the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle. On all work performed beyond the **fifty (50) km** zone, room and board, as defined in Article 15 shall prevail.

(c) There will be a **fifty (50) km** free zone from the Thunder Bay City Hall. On all work performed beyond the **fifty (50) km** free zone and up to **one hundred and twenty 120 km** from Thunder Bay City Hall, daily travel expenses to and from the job shall be paid for by the company at the rate of sixteen (\$0.16) cents 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 **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.

3. On all work performed beyond **one hundred and twenty (120) 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".

## DISTRICT COUNCIL 46 (1824) - GRAND VALLEY

**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 Varency and continuing onto the shore of Lake Erie.

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Effective July 4, 2004	\$23.89 per hour	\$24.39 per hour
Effective May 1, 2005	\$24.39 per hour	\$24.89 per hour
Effective May 2, 2006	\$24.89 per hour	\$25.39 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards (except for the Waterloo Region Separate School Board), in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of eighteen dollars (\$18.00) per hour plus all benefits as per Collective 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.

(c) At least one (1) apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.

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.

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(a) APPENDIX "A"

## **SCHEDULE "F"**

### **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 one dollar (\$1.00) per man hour, and the appropriate apprentice percentage, to the Local 1824 Stabilization Fund for members of Local 1824. This amount is to be deducted from the current wage package and remitted by the twentieth (20<sup>th</sup>) of the month following the work month completed on the prescribed remittance form, available from the Local 1824 office.

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 in Local 1824 by the designated Trustees.

The Fund is to be jointly administered by six (6) Trustees: two (2) members of the Local OPCA Chapter, two (2) members of Local 1824, one (1) member appointed by OPCA and one (1) member appointed by the Ontario Council. One (1) Management and one (1) Union Trustee from each side will be designated by mutual agreement to grant subsidies on any work they deem necessary. The other four (4) Trustees will act as alternates with the same authority in case of absence.

The Trustees will meet every four (4) months to review the Guidelines for granting subsidies. The Trustees will review financial statements annually.

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

Employers seeking subsidy will comply with the following minimum time-line procedures: 1) submit to the OPCA office by fax, five (5) days prior to job closing. 2) OPCA will forward the request to the designated Trustees. 3) The designated Trustees will respond to OPCA three (3) days prior to job closing. 4) OPCA will distribute the request to all registered contractors.

The Trustees will send a monthly summary of the requests, including the results, to the OPCA and Ontario Council.

The subsidy will be paid to the Employer on receipt of an invoice outlining the particulars required.

This Agreement supersedes any and all previous agreements to this Fund.



## DISTRICT COUNCIL 46 (557) - OSHAWA

**Territorial Jurisdiction as follows :** Counties of Durham and Ontario

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	INDUSTRIAL	COMMERCIAL
Effective July 4, 2004	\$28.80 per hour	\$28.30 per hour
Effective May 1, 2005	\$29.55 per hour	\$29.05 per hour
Effective May 1, 2006	\$30.55 per hour	\$30.05 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities (except University of Toronto), community colleges, churches, nursing homes, hospitals, schools and school boards (except Metro Toronto School Board), in conjunction with Article 33.07 of Appendix "A". (Work at the Canadian National Exhibition, City of Toronto and other applicable fair wage areas are exempt from this clause):

Wages will be paid at the rate of twenty dollars (\$20.00) per hour plus all benefits as per Collective Agreement.

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.

- (c) At least one (1) apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.

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.

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(a) APPENDIX "A"

## SAULT STE. MARIE LOCAL 1904

**Territorial Jurisdiction:** County of Algoma

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

	INDUSTRIAL	COMMERCIAL
Effective July 4, 2004	\$24.76 per hour	\$24.26 per hour
Effective May 1, 2005	\$25.26 per hour	\$24.76 per hour
Effective May 1, 2006	\$25.76 per hour	\$25.26 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A":

Wages will be paid at the rate of fifteen dollars (\$15.00) per hour plus all benefits as per Collective 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.
- (c) At least one (1) apprentice or journey person must accompany all Spray Painters and Sandblasters working in the Industrial sector.
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 "B"

#### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(b), APPENDIX "A".
2. (a) For a member to obtain residence status, he or she must reside in that particular free zone prior to the

start of employment.

(b) There will be a **fifty (50) km** free zone for members residing in the towns of Manitoulin, Timmins, North Bay and Elliot Lake. It is agreed that the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle. On all work performed beyond the **fifty (50) km** zone, room and board, as defined in Article 15 shall prevail.

(c) There will be a **fifty (50) km** free zone from Sault Ste. Marie City Hall. On all work performed beyond the **fifty (50) km** free zone and up to **one hundred and twenty (120) km** from Sault Ste. Marie City Hall, daily travel expenses 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 **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.

3. On all work performed beyond **one hundred and twenty (120) 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".

## 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"

### WAGE RATES

1. The basic hourly rates shall be as follows:

	<u>INDUSTRIAL</u>	<u>COMMERCIAL</u>
Effective July 4, 2004	\$24.76 per hour	\$24.26 per hour
Effective May 1, 2005	\$25.26 per hour	\$24.76 per hour
Effective May 1, 2006	\$25.76 per hour	\$25.26 per hour

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards in conjunction with Article 33.03 of Appendix "A"

Wages will be paid at the rate of fifteen dollars (\$15.00) per hour plus all benefits as per Collective 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.

(c) At least one (1) apprentice must accompany all Spray Painters and Sandblasters working in the Industrial sector.

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

## SCHEDULE "B"

### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".

2. (a) For a member to obtain residence status, he or she must reside in that particular free zone prior to the start of employment.

(b) There will be a **fifty (50) km** free zone for members residing in the towns of Manitoulin, Timmins, North Bay and Elliot Lake. It is agreed the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle. On all work performed beyond the **fifty (50) km** zone, Room and Board, as defined in Article 15, shall prevail.

(c) There will be a **fifty (50) km** free zone from Sudbury City Hall. On all work performed beyond the **fifty (50) km** zone and up to **one hundred and twenty (120) km** from Sudbury City Hall, daily travel expenses to and from the job shall be paid for by the company at the rate of sixteen (\$0.16) cents 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 **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.

3. On all work performed beyond **one hundred and twenty (120) 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".

**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 UNION OF PAINTERS AND ALLIED TRADES**

and

**ONTARIO COUNCIL OF THE INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES - DISTRICT COUNCIL 46 (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 finishers (tapers), plasterers, spray fireproofing applicators, acoustical sprayers, asbestos removers, mould removers, fire stopping, Exterior Insulated Finishing System, Exterior Stucco, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators and Air / Vapour Barrier workers and their respective apprentices or trainees and working foremen;

**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;

**AND WHEREAS** drywall finishers (tapers) who are engaged on a piecework basis referred to herein are dependent contractors hence employees for the purposes of the *Ontario Labour Relations Act 1995*, and self employed persons for taxation purposes and the use of the word “employee” as it relates to such pieceworkers herein shall not be deemed to create or intend to create any relationship other than that described herein.

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 journeyperson drywall finishers (tapers), plasterers, spray fireproofing applicators, acoustical sprayers, asbestos removers, mould removers, fire stopping, Exterior Insulated Finishing System, Exterior Stucco, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators and Air / Vapour Barrier workers and their respective apprentices or 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. The Employer may name hire any employee listed on the Union’s unemployed list.
- 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, mould removal, fire stopping, or related work, including spray or troweling of cementitious, fibre, urethane, cellulose materials for said purposes and the application of materials such as but not limited to, A/D fire barrier, fire stopping, fire-rated wall and floor assemblies, cable tray penetration, voids between multi cable/pipe installations, perimeter of slabs and top of masonry wall, etc., and the application of polyurethane sprayed foam and polypropylene plastic sheet membrane (i.e., air-gap/drainage membrane).

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 or she shall receive all monies and records due to him or her 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 employees shall be paid an additional one hour's pay.
- 5.04 When an employee is discharged for just cause, the Employer shall forward his or her pay to him or her 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) EI;
  - 6) vacation pay;

- 7) all contributions and deductions to be made in accordance with the terms of this Agreement.
- (b) Pieceworkers working in new apartments, stack-townhouses built with concrete, Senior Citizen Homes, Nursing Homes, Student Residences, houses and townhouses and stack town-houses built with wood or steel stud must receive properly completed trade 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.
- (d) Copies of the Trade Work Sheet forms referred to in Article 5.06(b) herein, must be completed in accordance with the copy attached to the Collective Agreement, or an equivalent document containing the same information, on a weekly basis. In addition to providing one copy to the pieceworker, the contractor shall provide a copy to the Union within two business days after the close of payroll, if the Union so requests.
- (e) Payment of Wages - Pieceworkers who have completed work in an apartments and stack-townhouses built with concrete, Senior Citizen Homes, Nursing Homes, Student Residences, houses, town-houses, and Stack Town Houses built with wood or steel stud shall not be back-charged any amount by the employer after sixty (60) days following the completion of such work. Any proper back-charges by the employer must be made within sixty (60)) days following the completion of such work by the pieceworker. This applies only to pieceworkers in the residential sector.

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

6.03 The Committee shall not be constituted so long as Article 26 herein continues to form part of this Agreement.

## **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 / Local Apprenticeship Committee to which each of the Associations 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 Tradesmen's Qualification Act*, R.S.O. 1990 and Amendments thereto; and

- (b) A Journeyperson Training program under which advanced training programs will be administered and also co-ordinated for the purpose of enabling journeypersons 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 The minimum rate of wages for apprentice drywall finishers (tapers) and plasterers shall be as follows:

1 - 450 hours worked	May 3, 2004	\$12.00 per hour
	Vacation Pay	10% of gross wages earned paid directly to employee weekly
	Admin Dues	Paid by Employer (Article 18.09 rates)
	Benefits	No Benefits
451 - 1200 hours worked	May 3, 2004	\$12.00 per hour
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
1201 - 2400 hours worked	Wages	55% of Journeyperson Rate (Article 17A, Sub section 1 - 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
2401 - 3600 hours worked	Wages	65% of Journeyperson Rate (Article 17A, Sub section 1 - 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension

3601 - 5400 hours worked	Wages	75% of Journeyperson Rate (Article 17A, Sub section 1 - 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19)

- 8.02 The training period for apprentices shall be 5400 hours work period.
- 8.03 The ratio of apprentices to journeypersons must be one apprentice to every three journeypersons, on the payroll, if available. Changes to the ratio of apprentices to journeypersons may be recommended by the Joint Apprenticeship Board.
- 8.04 It shall be the responsibility of the officers of the Union District Council 46 (Local 1891) to advise contractors employing men in their jurisdictional area, of the status of apprentices as determined by the Joint Training and Apprenticeship Committee or Local Apprenticeship Committee if in place.
- 8.05 The Employer agrees that there shall be at least one apprentice paid on an hourly basis employed at each apartment building.
- 8.06 It will be mandatory for each apprentice to attend apprenticeship training school and complete the required classes.
- 8.07 Only members of the Union who are in possession of a Certificate of Qualification or Certificate of Apprenticeship or equivalent shall be dispatched from the Union Hall once such a requirement is mandated.
- 8.08 Any apprentice who has worked 5400 hours and who has completed all required classes at the apprenticeship training school shall be classified as an Unqualified Journeyperson Drywall Finisher / Plasterer receiving a minimum of ninety percent (90%) of the Journeyperson's rate until such time that the apprentice obtains a Certificate of Qualification making him or her a qualified Journeyperson receiving full Journeyperson's rate as per Article 17A, Subsections 1 - 5.

However, any drywall finisher / plasterer who was receiving the full Journeyperson's rate prior to May 3, 2004, shall continue to receive full Journeyperson's rate even if he or she did not complete the full 5400 hours worked or all the required classes at the apprenticeship training school.

## **ARTICLE 9**

### **STATUTORY HOLIDAYS**

9.01 Whenever hourly work is performed on 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 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.

10.02 Foremen, Journeypersons, 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 or her 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 PROVINCE  
OF ONTARIO FOR ALL HOURLY EMPLOYEES**

- 12.01 The regular hours of work in the Province of Ontario, subject to variation by mutual consent of the parties shall be between 7:00 a.m. to 5:00 p.m. from Monday to Thursday and 7:00 a.m. to 2:30 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 and one half (8 ½) hours from Monday to Thursday, and six hours on Friday, save and except the provisions of the Agreement relating to shift work.

**ARTICLE 13**

**OVERTIME FOR THE PROVINCE OF ONTARIO  
FOR ALL HOURLY EMPLOYEES**

- 13.01 All work performed in excess of the regular working day of eight and one half hours (8 ½) from Monday to Thursday and six hours (6) on 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 and any work performed on Saturday, shall be time and one half the regular hourly rate, and work performed on such days after three (3) hours of overtime and any overtime work performed on Sunday shall be paid at double the regular hourly rate.
- 13.02 The Employer agrees to notify the Union of all overtime work.

**ARTICLE 14**

**SHIFT WORK FOR THE PROVINCE  
OF ONTARIO FOR ALL HOURLY EMPLOYEES**

- 14.01 Any extra daily shift on any particular job shall be of not more than eight and one half (8 ½) 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	7:00 a.m. to 5:00 p.m. at regular straight time
2 <sup>nd</sup> Shift	Time and one-seventh the regular rate
3 <sup>rd</sup> Shift	Time and one-half of the regular rate

- 14.02 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 and one-half (8 ½) continuous working hours per day shall be worked. Any work performed under these conditions outside of the regular working hours as stated in Article 12.01 herein, 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.

## **ARTICLE 15**

### **OCCUPIED PREMISES FOR THE PROVINCE OF ONTARIO FOR ALL HOURLY EMPLOYEES**

- 15.01 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 and one half (8 ½) 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 five (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 worked.

## **ARTICLE 16**

### **REST PERIODS**

- 16.01 The Employer agrees that all employees covered by this Agreement will be allowed a ten (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	Up to 48 km	Nil
	48 - 64 km	\$6.05 per day worked
	65 - 95 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 or her employment.
- 17.04 Mileage shall be paid at twenty-three (\$0.23) cents per km for any employee using his or her own vehicle at the request of the Employer. However, no employee is obligated to use his or her 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 Journeyperson Drywall Finishers (Tapers), Plasterers, Fireproofing Insulators, Acoustic Sprayers, Asbestos Removers, Mould Removers, Exterior Insulated Finishing Systems Applicators, Exterior Stucco Applicators, Sprayed Polyurethane Applicators, Air/Vapour Barrier Workers and all other workers performing any work described in Article 3 of Appendix “B” herein in the Province of Ontario. Rates for their respective Apprentices and Trainees in the Province of Ontario are set out in Article 8, 23, 24 and 25 of Appendix “B” herein as applicable.

#### **1. Toronto and Vicinity**

Territorial Jurisdiction as follows Counties of York, Halton, Peel, Ontario and Durham as per O.L.R.B. Area 8.

Effective May 3, 2004	\$31.10 per hour
Effective May 1, 2005	\$32.00 per hour
Effective May 1, 2006	\$33.55 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.

Effective May 3, 2004	\$30.18 per hour
Effective May 1, 2005	\$31.08 per hour
Effective May 1, 2006	\$32.08 per hour

**2. Kitchener**

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

Effective May 3, 2004	\$27.20 per hour
Effective May 1, 2005	\$27.70 per hour
Effective May 1, 2006	\$28.20 per hour

**3. London, Windsor, Sarnia, 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 49<sup>th</sup> Parallel, District of Kenora, Rainy River, Thunder Bay and District of Cochrane north of the 49<sup>th</sup> Parallel.

Effective May 3, 2004	\$28.00 per hour
Effective May 1, 2005	\$28.25 per hour
Effective May 1, 2006	\$28.50 per hour

**4. Peterborough**

Territorial Jurisdiction as follows: Counties of Peterborough and Haliburton.

Effective May 3, 2004	\$27.75 per hour
Effective May 1, 2005	\$28.00 per hour
Effective May 1, 2006	\$28.50 per hour

**5. Ottawa, Cornwall**

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

Effective May 3, 2004	\$28.25 per hour
Effective May 1, 2005	\$28.50 per hour
Effective May 1, 2006	\$28.75 per hour

**5A. Unqualified Journeyperson Drywall Finisher / Plasterer**

Any Journeyperson who was not receiving the full Journeyperson’s rate prior to May 3, 2004 and who does not possess a Certificate of Qualification shall be classified as an Unqualified Journeyperson and shall be paid a minimum of ninety (90%) percent of the Journeyperson rates set out in Article 17A Subsections 1 - 5 above as applicable.

6. **Asbestos Workers, Mould Removers, Fire Stopping, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators, and Air/Vapour Barriers for the Province of Ontario.**

See Article 23 for wages and conditions.

7. **Exterior Insulated Finishing System Applicators, Exterior Stucco Applicators, and Air / Vapour Barriers for the Province of Ontario.**

See Article 24 for wages and conditions.

- 7A. **Spray Fireproofers and their Apprentices and Trainees for the Province of Ontario.**

See Article 25 for wages and conditions.

8. **Premium**

- (a) Effective October 2, 1995, the minimum hourly rate for a working foreman shall be the journeyperson 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 AND WELFARE, INDUSTRY FUND, PENSION FUND, ADMINISTRATIVE DUES CHECK-OFF, UNION DUES, VACATION PAY, SECRETARIAT FUND, LABOUR MANAGEMENT COOPERATION INITIATIVE AND TRAINING AND APPRENTICESHIP FUND**

#### **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.
- (c) Effective May 3, 2004, the Employer agrees to pay one dollar and sixty cents (\$1.60) for each hour worked by each employee covered by this Agreement. Effective May 1, 2005, this amount shall be increased to one dollar and seventy cents (\$1.70) for each hour worked for each employee covered by this Agreement. The above amounts include Provincial Retail Sales Tax (R.S.T.).

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

**18.02 Pension Plan**

- (a) Effective May 3, 2004, the Employer agrees to pay pension contributions in the amount of two dollars and ninety cents (\$2.90) per hour for each hour worked by each employee covered by this Agreement. Effective May 1, 2005, this amount shall be increased to three dollars (\$3.00) per hour for each hour worked by each employee covered by this Agreement.
- (b) Effective May 3, 2004, one dollar (\$1.00) of the above contribution will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and one dollar and ninety cents (\$1.90) of the above contribution will be forwarded to the Ontario Council - International Union of Painters and Allied Trades Pension Fund. Effective May 1, 2005, one dollar (\$1.00) of the above contribution will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and two dollars (\$2.00) of the above contribution will be forwarded to the Ontario Council - International Union of Painters and Allied Trades Pension Fund.
- (c) It is further agreed that the pension contributions shall be remitted to the Administrator of the Painters Pension Plan Trust Fund by the 20<sup>th</sup> day of the month following the month in which the hours were worked.

**18.03 Vacation Pay and Statutory 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 Administrators by the 20<sup>th</sup> 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.

**18.04 Trustees**

It is agreed that the International Union of Painters and Allied Trades, Province of Ontario Trust Funds (i.e., Health and Welfare Trust Fund, Pension Plan Trust Fund and Vacation Pay Trust Fund) shall be administered by a Board of eighteen (18) trustees, three (3) of whom shall be appointed by Interior Systems Contractors Association (I.S.C.A.) And the Acoustical Association of Ontario (A.A.O.) and three (3) of whom shall be appointed by the Ontario Council of the International Union of Painters and Allied Trades.

**18.05 Industry Fund**

- (a) Effective May 1, 2003, the Employer shall contribute to the Industry Fund fifty cents (\$0.50) for each hour worked by each employee covered by this Agreement. Twenty-five cents (\$0.25) of the above sum shall be remitted to the appropriate Association and twenty-five cents (\$0.25) to the Ontario Council - International Union of Painters and Allied Trades. Effective May 1, 2006, the Employer shall contribute to the Industry Fund, sixty cents (\$0.60) for each hour worked by each employee covered by this Agreement. Thirty cents (\$0.30) of the above sum shall be remitted to the appropriate Association and thirty cents (\$0.30) shall be remitted to the Ontario Council - International Union of Painters and Allied Trades..
- (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 or her 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.

**18.06 Labour Management Cooperation Initiative**

Effective November 1, 2001, each Employer shall contribute five cents (\$0.05) for each hour worked by each employee to the Labour Management Cooperation Initiative and remit in accordance with Article 19.

**18.07 Ontario Construction Secretariat**

Each Employer shall contribute to the Ontario Construction Secretariat two cents (\$0.02) representing one cent (\$0.01) on behalf of the employer and one cent (\$0.01) on behalf of the employee for each hour worked by each employee in the Industrial, Commercial and Institutional and remit in accordance with Article 19.

**18.08 Training and Apprenticeship Fund**

Effective May 1, 2003, the Employer shall contribute thirty cents (\$0.30) per hour worked by each employee to the Training and Apprenticeship Fund. Twenty-five cents (\$0.25) of this sum shall be remitted to the Training Trust Fund and five cents (\$0.05) shall be remitted to the International Joint Painting, Decorating, Drywall and Apprenticeship and Manpower Training Fund.

**18.09 Administrative Dues Check-Off**

Effective May 3, 2004, the Employer shall deduct to eighty cents (\$0.80) per hour from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. Effective May 1, 2005, the rate shall increase to eight-five cents (\$0.85) per hour. Effective May 1, 2006, the rate shall increase to ninety cents (\$0.90) per hour. 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 20<sup>th</sup> day of the month following for which the deduction was made.

**18.10 Dues Collection**

The Employer will deduct from the first pay period of each month Union Dues of all hourly and piecework 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 same together with a list of the names of the hourly and piecework employees on whose behalf deductions are made in accordance with Article 19.

## **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 Ontario Secretariat Fund, the Labour Management Cooperation Initiative, the Administrative Dues Check-Off, the Union Dues, 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, 18.05, 18.06, 18.07, 18.08, 18.09 and 18.10. 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 20<sup>th</sup> day of the month following the work month in which the hours were completed.
- 19.02 All money to be contributed according to Article 18 and Article 20, Section 20.01(b) and 20.02(b), Article 34, 24 and 25 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, Ontario Secretariat Fund, Labour Management Cooperation Initiative, Training and Apprenticeship Fund, Administrative Dues Check-Off, Union Dues, Pension and Vacation Pay set out in Article 18, and all Union Benefit Funds set out in Article 20, Sections 20.01(b) and 20.02 (b), Article 23, 24 and 25 shall be sent to the Administrator on such forms as designated by the Trustees of such Funds.
- 19.04 In the event that the aforementioned payments are not made and remitted 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 hereof (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 Administrators.
- 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 remit the aforementioned payments within the 20 calendar days as specified in Article 19.01 will constitute a violation of this Collective Agreement and the Employer will be subject to proceedings by the Union.
- 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 FINISHERS (TAPERS) ONLY**

- 20.01 **Apartments and Stack Town-Houses Built with Concrete, Senior Citizen Homes, Nursing Homes, and Student Residence**

Note: Although Senior Citizen Homes, Nursing Homes and Student Residence are considered ICI work, Piecework will be allowed.

(a) **Rates:**

(i) **8 feet**

Effective May 3, 2004	\$202.00 per one thousand (1,000) square feet
Effective May 1, 2005	\$208.00 per one thousand (1,000) square feet
Effective May 1, 2006	\$213.00 per one thousand (1,000) square feet

(ii) **9 feet**

Effective May 3, 2004	\$212.00 per one thousand (1,000) square feet
Effective May 1, 2005	\$218.00 per one thousand (1,000) square feet
Effective May 1, 2006	\$223.00 per one thousand (1,000) square feet

(iii) **10 feet**

Effective May 3, 2004	\$222.00 per one thousand (1,000) square feet
Effective May 1, 2005	\$228.00 per one thousand (1,000) square feet
Effective May 1, 2006	\$233.00 per one thousand (1,000) square feet



- (iv) **Ceiling area where texture spray is deleted:** Effective May 3, 2004, the Employer agrees to pay the pieceworker a premium of fifteen cents (\$0.15) per square foot for ceiling area only where texture spray is deleted. Effective May 1, 2005, this amount shall be increased to sixteen cents (\$0.16), and effective May 1, 2006, this amount shall be increased to seventeen cents (\$0.17).
- (v) **Texture Spray:** Effective May 3, 2004, the Employer agrees to pay the pieceworker a premium of fifteen cents (\$0.15) per square foot for texture spray. All material and poly shall be supplied by the worker. Effective May 1, 2005 this amount shall be increased to sixteen cents (\$0.16), and effective May 1, 2006 this amount shall be increased to seventeen cents (\$0.17).
- (vi) **Corner Beads Filled:** Effective May 1, 2005, the Employer agrees to pay the pieceworker five cents (\$0.05) per lineal foot for corner beads filled. Effective May 1, 2006 this amount shall be increased to ten cents (\$0.10) per lineal foot.
- (vii) **Corner Beads Installed:** Effective July 20, 1998, the Employer agrees to pay the employee fifteen cents (\$0.15) per lineal foot for paper corner beads installed.
- (viii) **Knock Down Texture Spray:** Effective May 3, 2004, the Employer agrees to pay the pieceworker a premium of twenty-five cents (\$0.25) per square foot of knock down texture spray applied. Effective May 1, 2005 this amount shall be increased to twenty-seven (\$0.27), and effective May 1, 2006, this amount shall be increased to thirty cents (\$0.30). All material to be supplied by the Employer. The above does not include priming.
- (ix) **Scaffolding:** Where scaffolding is required, it shall be supplied by the Employer.
- (x) **Material:** The Employer shall supply all required material.
- (xi) **Cathedral Ceilings:** Any and all openings and cathedral ceilings where the above open area is 8' x 8' floor area and 10' and over in height, the following premium rates shall apply:

May 3, 2004 = \$105.00

May 1, 2005 = \$110.00

May 1, 2006 = \$115.00

(b) **Benefits:**

The Employer shall contribute fifteen per cent (15%) of the gross amount earned by each pieceworker covered by this Agreement to the Union Benefit Funds.

**20.02 Houses and Town-Houses, and Stack Town-Houses Built with Wood or Steel Stud****(a) Rates:****(i) Ceilings up to 8 feet**

Effective May 3, 2004	\$191.00 per one thousand (1,000) square feet
Effective May 1, 2005	\$201.00 per one thousand (1,000) square feet
Effective May 1, 2006	\$212.00 per one thousand (1,000) square feet

**(ii) Ceilings over 8 ft up to 9 feet**

Effective May 3, 2004	\$201.00 per one thousand (1,000) square feet
Effective May 1, 2005	\$211.00 per one thousand (1,000) square feet
Effective May 1, 2006	\$222.00 per one thousand (1,000) square feet

**(iii) Ceilings over 9 ft up to 10 feet**

Effective May 3, 2004	\$211.00 per one thousand (1,000) square feet
Effective May 1, 2005	\$221.00 per one thousand (1,000) square feet
Effective May 1, 2006	\$232.00 per one thousand (1,000) square feet

**(iv) Corner Beads Filled:** Effective May 3, 2004, the Employer agrees to pay the pieceworker thirty-five cents (\$0.35) per lineal foot for corner beads filled.

**(v) Ceiling area where texture spray is deleted:** Effective May 3, 2004, the Employer agrees to pay the pieceworker a premium of fifteen cents (\$0.15) per square foot for ceiling area only where texture spray is deleted. Effective May 1, 2005, this amount shall be increased to sixteen cents (\$0.16), and effective May 1, 2006, this amount shall be increased to seventeen cents (\$0.17).

**(vi) Texture Spray:** Effective May 3, 2004, the Employer agrees to pay the pieceworker a premium of fifteen cents (\$0.15) per square foot for texture spray. All material and poly included. Effective May 1, 2005, this amount shall be increased to sixteen cents (\$0.16), and effective May 1, 2006, this amount shall be increased to seventeen cents (\$0.17).

**(vii) Knock Down Texture Spray:** Effective May 3, 2004, the Employer agrees to pay the pieceworker a premium of twenty-five cents (\$0.25) per square foot of knock down texture spray applied. Effective May 1, 2005 this amount shall be increased to twenty-seven (\$0.27), and effective May 1, 2006, this amount shall be increased to thirty cents (\$0.30). All material to be supplied by the Employer. The above does not include priming.

- (viii) **Corner Beads Installed:** Effective July 20, 1998, the Employer agrees to pay the employee fifteen cents (\$0.15) per lineal foot for paper corner beads installed.
- (ix) **Scaffolding:** Where scaffolding is required, it shall be supplied by the Employer.
- (x) **Skylights:** The Drywall Finishers (Tapers) shall be paid a premium of seventy-five dollars (\$75.00) for each 2 x 4 skylight taped and a premium of one hundred and twenty-five dollars (\$125.00) for each 4 x 4 skylight taped. Rates for larger skylights shall be negotiated between the employee and Employer.

**Cathedral Ceilings:** Any and all openings and cathedral ceilings where the above open area is 8' x 8' floor area and 10' and over in height, the following premium rates shall apply:

May 3, 2004 = \$105.00

May 1, 2005 = \$110.00

May 1, 2006 = \$115.00

(b) **Benefits:**

The Employer shall contribute fifteen per cent (15%) of the gross amount earned by each pieceworker covered by this Agreement to the Union Benefit Funds

- 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 shipped and delivered, corner beads installed or filled, and texture spray applied. No back charges or deductions shall be made after the square footage or lineal footage is established in model units. Drywall Finishers (Tapers) to be paid the same square footage as the boardmen.
- 20.04 In the residential sector, the employee shall supply all required material, subject to Article 20.01 (a) herein.
- 20.05 **Drywall Compound:** Effective May 3, 2004, the Employer shall not charge more than fourteen dollars and fifty cents (\$14.50) plus Goods and Services Tax (G.S.T.) for a box of drywall compound. Effective May 1, 2005, the Employer shall not charge more than fifteen dollars and fifty cents (\$15.50) plus Goods and Services Tax (G.S.T.) for a box of drywall compound. Effective May 1, 2006, the Employer shall not charge more than sixteen dollars and fifty cents (\$16.50) plus Goods and Services Tax (G.S.T.) for a box of drywall compound.
- 20.06 **Trade Work Sheet:** For the pieceworkers the Employer shall indicate on the pay slip for the employee how many square feet of drywall and the number of linear feet of corner beads, paper beads, skylights, smooth ceiling and high ceiling, durabond and texture spray has been paid. A Trade Work Sheet must be completed for each employee.
- 20.07 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 hourly or pieceworkers on the maximum number of hourly or pieceworkers 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. This Article shall not apply so long as Article 26 herein continues to form part of this Agreement.

## **ARTICLE 22**

### **EMPLOYEE STATUS**

- 22.01 It is agreed that any pieceworker cannot 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 pieceworker.
  - (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.

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

## **ARTICLE 23**

### **ASBESTOS WORKERS, MOULD REMOVERS AND FIRE STOPPING, SPRAYED POLYURETHANE APPLICATORS, POLYPROPYLENE PLASTIC SHEET MEMBRANE APPLICATORS AND AIR / VAPOUR BARRIERS**

**(a) Hours of Work**

Working Day	9 hours
2 <sup>nd</sup> shift	9 hours for 8 hours worked
3 <sup>rd</sup> shift	9 hours for 7 ½ 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 one half the regular hourly rate for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

**(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 one half the regular hourly rate for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

**(d) (i) Wage Rates for Asbestos Workers and Mould Removers**

1-900 hours worked	May 3, 2004	\$13.00 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except pension
901-1800 hours worked	May 3, 2004	\$16.00 per hour
	May 1, 2005	\$16.50 per hour
	May 1, 2006	\$17.00 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension

1801-3600 hours worked	May 3, 2004	\$18.75 per hour
	May 1, 2005	\$19.50 per hour
	May 1, 2006	\$20.25 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
After 3600 hours worked (Journey person)	May 3, 2004	\$21.75 per hour
	May 1, 2005	\$22.50 per hour
	May 1, 2006	\$23.25 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19

All benefits to be remitted as per Article 19 herein unless otherwise stated above. “All benefits” mean Welfare, Industry Fund, Pension Fund, Administrative Dues Check-Off, Union Dues, Secretariat Fund, Labour Management Cooperation Initiative and Training and Apprenticeship Fund.

**(ii) Wage Rates for Fire Stopping**

1-1500 hours worked	May 3, 2004	\$13.00 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
1501-2400 hours worked	May 3, 2004	\$16.50 per hour
	May 1, 2005	\$17.00 per hour
	May 1, 2006	\$17.50 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
2401-3600 hours worked	May 3, 2004	\$18.50 per hour
	May 1, 2005	\$19.00 per hour
	May 1, 2006	\$19.50 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
After 3600 hours worked (Journey person)	May 3, 2004	\$21.75 per hour
	May 1, 2005	\$22.50 per hour
	May 1, 2006	\$23.50 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits

All benefits to be remitted as per Article 19 herein unless otherwise stated above. “All benefits” mean Welfare, Industry Fund, Pension Fund, Administrative Dues Check-Off, Union Dues, Secretariat Fund, Labour Management Cooperation Initiative and Training and Apprenticeship Fund.

For clarity, fire stopping under this Collective Agreement means the application of materials such as, but not limited to, A/D Fire barrier fire stopping materials to areas such as openings and penetrations through fire-rated wall and floor assemblies, cable tray penetrations, voids between multi cable/pipe installations, perimeter of slabs and top of masonry walls, etc.

**(iii) Wage Rates for Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators and Air/Vapour Barriers**

(a) It is clearly understood that this Article is for the application of 2.0 lb. and 0.5 lb. CCMC certified sprayed polyurethane foam and related building membranes as installed by C.U.F.C.A. approved applicators.

(b) No piecework will be permitted under this Article. See Article 4, Appendix ‘B’.

(c) The ratio of trainees and apprentices to Journeyperson’s on the payroll for spray polyurethane applicators will be as follows:

(1) Journeyperson                      (2) Apprentices                      (2) Trainees

(d) Trainees - \$13.00 per hour, no pension, all other benefits apply as per Collective Agreement, Appendix ‘B’.

(e) Wage Rates

1-1000 hours worked	May 3, 2004	\$13.50 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
1001-2000 hours worked	May 3, 2004	\$15.50 per hour
	May 1, 2005	\$16.00 per hour
	May 1, 2006	\$16.50 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
2001-3000 hours worked	May 3, 2004	\$17.50 per hour
	May 1, 2005	\$18.00 per hour
	May 1, 2006	\$18.50 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension
3001-3600 hours worked	May 3, 2004	\$19.50 per hour
	May 1, 2005	\$20.25 per hour
	May 1, 2006	\$21.00 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
	Benefits	All benefits Article 19 except Pension

3601-4000 hours worked	May 3, 2004	\$19.50 per hour
	May 1, 2005	\$20.25 per hour
	May 1, 2006	\$21.00 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
Benefits		All benefits Article 19

Note: Wages remain the same for hours worked between 3001 - 4000 hours worked, but pension eligibility becomes effective after 3600 hours worked.

After 4000 hours worked (Journey person)	May 3, 2004	\$23.50 per hour
	May 1, 2005	\$24.25 per hour
	May 1, 2006	\$25.00 per hour
	Vacation Pay (10%)	Paid directly weekly to employee
Benefits		All benefits Article 19

(f) **Hours of Work**

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 one half the regular hourly rate for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

All benefits to be remitted as per Article 19 herein unless otherwise stated above. “All benefits” mean Welfare, Industry Fund, Pension Fund, Administrative Dues Check-Off, Union Dues, Secretariat Fund, Labour Management Cooperation Initiative and Training and Apprenticeship Fund. between multi cable/pipe installations, perimeter of slabs and top of masonry walls, etc.

## **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 an Apprentice will be based on skill level and acquired knowledge combined with experience. Hours as stated below. Academic training and accreditation will be administered jointly with the Union Training Program, Exterior Insulated Systems Council and the Contractors Association.

24.03 No piecework will be permitted under this Article. See Article 4, Appendix “B”.



24.04 The ratio of Apprentices to Journeypersons on the payroll for Exterior Insulated Finish System, Exterior Stucco, Air / Vapour Barriers will be as follows:

2 Journeypersons                      4 Apprentices

24.05 The minimum rate of wages for apprentices under this Article shall be as follows:

**Apprentices**

1-1200 hours worked	May 3, 2004	\$14.50 per hour
	May 1, 2005	\$15.00 per hour
	May 1, 2006	\$15.50 per hour
	Benefits	All benefits Article 19 except Pension
1201-2400 hours worked	May 3, 2004	\$19.75 per hour
	May 1, 2005	\$20.25 per hour
	May 1, 2006	\$21.00 per hour
	Benefits	All benefits Article 19 except Pension
2401-3600 hours worked	May 3, 2004	\$23.50 per hour
	May 1, 2005	\$24.15 per hour
	May 1, 2006	\$25.15 per hour
	Benefits	All benefits Article 19 except Pension
After 3600 hours worked (Journeypersons)	May 3, 2004	\$27.60 per hour
	May 1, 2005	\$28.40 per hour
	May 1, 2006	\$29.40 per hour
	Benefits	All benefits (Article 19)

All benefits to be remitted as per Article 19 herein unless otherwise stated above. “All benefits” mean Welfare, Industry Fund, Pension Fund, Vacation Pay, Administrative Dues Check-Off, Union Dues, Secretariat Fund, Labour Management Cooperation Initiative and Training and Apprenticeship Fund.

24.06 The Employer will be solely responsible for enrolling trainee personnel into the Apprenticeship Program provided the individual has demonstrated suitable requirements.

24.07 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.

24.08 Effective May 3, 2004 all union members who were previously paid the rates as per Article 17A-1 of this Agreement shall continue to be paid those rates under Article 17A-1.

- 24.09 Basic wage rates for Journeypersons working in the Exterior Insulated Finish System, Exterior Stucco, Exterior Applied Finishing and System Air and Air/Vapour Barriers see Article 24.05.
- 24.10 All employees working under this Article must be members of Local Union 1891 as per Article 1 - Recognition.
- 24.11 The regular hours of work in the Province of Ontario under this Article subject to variation by mutual consent of the parties shall be nine (9) hours per day between Monday to Thursday and eight (8) hours per day on Friday. The maximum number of regular working hours per week shall be forty-four (44) hours. Any regular work hours missed during the week can be made up during a one month period as make-up regular hours. Any hours worked which are not regular hours or make-up regular hours, shall be overtime. All overtime hours worked under this Article shall be at a rate of time and one half of the regular rate of pay.

## **ARTICLE 25**

### **SPRAY FIREPROOFERS AND THEIR APPRENTICES AND TRAINEES**

#### **25.01 Hours of Work**

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

#### **25.02 Overtime**

Time and ½ the regular hourly rate for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

#### **25.03 Shift Work**

See Article 14 of Appendix B

25.04 The classification of apprentices will be based on skill level and required knowledge combined with experience.

25.05 No piecework will be permitted under this Article. See Article 4, Appendix “B”.

25.06 The ratio of trainees and apprentices to journeypersons on the payroll for spray fireproofers will be as follows:

One (1) Journeyperson

One (1) Apprentice

Two (2) Trainees

**25.07 Trainees - \$13.00 per hour**

No pension, all other benefits apply as per Collective Agreement, Appendix "B", Article 19.

**25.08 Apprentices**

1 - 900 hours worked or six months	May 3, 2004	\$13.00 per hour
	Benefits	All benefits Article 19 except pension
901-2000 hours worked	May 3, 2004	\$16.50 per hour
	May 1, 2005	\$17.00 per hour
	May 1, 2006	\$17.50 per hour
	Benefits	All Benefits as per Article 19
2001-4000 hours worked	May 3, 2004	\$18.50 per hour
	May 1, 2005	\$19.00 per hour
	May 1, 2006	\$19.50 per hour
	Benefits	All Benefits as per Article 19
4001-5400 hours worked	May 3, 2004	\$22.75 per hour
	May 1, 2005	\$23.50 per hour
	May 1, 2006	\$24.25 per hour
	Benefits	All Benefits as per Article 19
After 5400 hours worked (Journeyman)	May 3, 2004	\$25.75 per hour
	May 1, 2005	\$26.50 per hour
	May 1, 2006	\$27.25 per hour
	Benefits	All Benefits as per Article 19

All benefits to be remitted as per Article 19 herein unless otherwise stated above. "All benefits" mean Welfare, Industry Fund, Pension Fund, Vacation Pay, Administrative Dues Check-Off, Union Dues, Secretariat Fund, Labour Management Cooperation Initiative and Training and Apprenticeship Fund.

For any working foreman, the rate will be the same as Article 17A-1 of this Agreement, and any members of the Union who were previously paid rates under Article 17A-1, shall continue to be paid those rates under Article 17A-1.

## ARTICLE 26

### GRIEVANCE PROCEDURE

26.01 The following grievance procedure shall apply to grievances arising out of this agreement. However, notwithstanding the grievance procedure outlined herein, a party has the right to submit a grievance to arbitration in accordance with the *Ontario Labour Relations Act, 1995*, at any stage following the occurrence of the grievance.

26.02 Step #1

Any dispute, difference or controversy arising out of this agreement shall first be discussed between the employee and/or the local Business Representative and the Employer or the Employer’s Representative within 28 calendar days of the occurrence of the grievance. For Articles 18 and 19 Benefit Plans and Trust Funds, the time limit will be 180 calendar days of the occurrence of the grievance.

26.03 Step #2

Failing settlement in step #1, the grievance shall be communicated in writing by a local Business Representative or counsel to the Employer stating all particulars of the grievance.

26.04 Step #3

Should a grievance **relating to work performed on a jobsite(s) within Ontario Labour Relations Board areas 8, 9, 18 and 26 remain unresolved following Step #2**, the Union shall refer the grievance to **one of the Arbitrators listed on Schedule “A” attached hereto for final and binding determination pursuant to the following protocol:**

- i) **The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time and location shall be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.**
- ii) **The party referring the grievance to arbitration shall serve the employer with a Notice of the referral to arbitration, by personal service, (*facsimile*, or by overnight courier or mail, or their equivalent) and shall copy the Arbitrator, the Interior Systems Contractors Association, and the Acoustical Association Ontario with the Notice.**
- iii) **Service shall be effective upon receipt, if personal service, facsimile or courier is used, or shall be deemed to have occurred on the second day after mailing if overnight mail is used.**

- iv) Either at the time of making the referral or after, where a party requests a pre-hearing order from the Arbitrator, it shall serve the other party with its request at the same time that it serves the Arbitrator with the request. Service of the request shall be by one of the methods described above. The party of which the request is made shall have until 5:00 p.m. of the next business day after service of the request to file any response to the request with the Arbitrator and the referring party. The referring party is entitled to any opportunity to reply to any responses filed with the Arbitrator.
  - v) Counsel, if retained by the party, must be able to accommodate the hearing schedule set by the Arbitrator.
  - vi) The Arbitrator shall have the power to make the Arbitrator’s costs (fees and costs, such as service, administrative, rental of hearing venue etc.) an Award or part of an Award, to be payable to the union by the employer, in trust for the Arbitrator and to be payable accordingly by the union to the Arbitrator
  - vii) The Arbitrators for purposes of this arbitration process shall be the persons listed in Schedule “A” hereto. If one or both of these Arbitrators is unable or unwilling to act, the parties shall meet and agree on other Arbitrators in substitution for them.
  - viii) The Arbitrator shall have all the powers of an Arbitrator under the *Labour Relations Act*, as amended, and under the Collective Agreement including but not limited to the power to require records and/or documents to be produced prior to and/or at a hearing the power to issued summons to witnesses and thereby compel attendance. The Arbitrator shall also have the power to order an Employer to submit to a full audit by an independent auditor/accountant who will enter the Employer’s premises and examine all financial books, records and documents, etc, of the Employer. The decision of the Arbitrator is final and binding with respect to all matters remitted to the Arbitrator. The decision of the Arbitrator, inclusive of orders fro payment of any monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the *Labour Relations Act*, as amended, and is enforceable as such.
- 26.05 An unresolved grievance relating to a jobsite(s) outside the above mentioned ORLB areas shall be submitted to arbitration in accordance with the *Ontario Labour Relations Act, 1995*.

26.06 If the Ontario Labour Relations Board (the “ORLB”) or **an Arbitrator/Board of Arbitration** to which a grievance is referred alleging a failure to pay wages to employees, a failure to make appropriate payments to a trust fund or an administrator as required by this Agreement, or failing to hire members of the Union and/or subcontracting work to an employer which is not bound to the provisions of this Agreement, determines that an employer has violated the Agreement, or if an employer and the Union reach a settlement of a grievance alleging breaches of the Agreement on a ground or grounds as previously stated, then the ORLB or the **Arbitrator/Board of Arbitration** or the Minutes of Settlement shall also order or require the employer to pay all reasonable costs incurred by the Union and the Trust Funds in investigating and prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses, Business Representatives’ time at the appropriate hourly rate, conduct money, **auditor/accountant’s fees**, costs incurred in serving all summonses, and any expenses incurred by the Union pursuant to Section 133 or any successor section of the Act (including filing fees, hearing fees and taxes), or any costs incurred by the Union for the **Arbitrator/Board of Arbitration**.

26.07 If within 12 months of a decision of the ORLB or award of an **Arbitrator/Board of Arbitration** or Minutes of Settlement, determining or resolving a grievance alleging a failure to pay wages to employees, a failure to make appropriate payments to a trust fund or an administrator, or failing to hire members of the Union and/or subcontracting work to an employer which is not bound to the provisions of this Agreement, the employer is found to be in violation of the Agreement **with respect to a grievance alleging a violation of the Agreement on a ground or grounds as previously stated, the ORLB or Arbitrator/Board of Arbitration or Minutes of Settlement shall order or require the employer to pay \$2,000.00 as punitive or special damages for the first violation.**

If any time after the second violation, as stated above, the employer is found to be in violation of the Agreement again with respect to a grievance alleging a violation of the Agreement on a ground or grounds as previously stated the ORLB or **Arbitrator/Board of Arbitration** or Minutes of Settlement shall order or require the employer to pay \$5,000.00 in punitive or special damages for such violation and each and every subsequent violation.

26.08 The appropriate Association shall be notified in writing of all grievances referred to arbitration, the Arbitrator’s interim orders, and the Arbitrator’s written decisions.

**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            day of            , 2004.

ACOUSTICAL ASSOCIATION ONTARIO

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INTERIOR SYSTEMS CONTRACTORS  
ASSOCIATION OF ONTARIO

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

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**APPENDIX “C”**

THIS AGREEMENT made and entered into this 4<sup>th</sup> day of September, 1990.

BY AND BETWEEN:

JACK’S 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 UNION OF PAINTERS AND ALLIED  
TRADES  
Floor Coverers Local Union 1671

Hereinafter called the “Union”

**ARTICLE 1**

**PURPOSE**

1.01 The purpose of this Agreement is to provide 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, toweled, 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 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 part 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 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 such as the Union may elect or appoint.

Each Employer further agrees to permit the business representatives 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 partner of the firm working with the 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 of 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 4<sup>th</sup>, 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 – INSTALLERS RATES OF PAY**

9.01	<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:

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

9A	Residential		Commercial	
	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.
Stingers	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. yard.	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	-	-
9.01A	Residential		Commercial	
	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.		
Health Welding	1.00	1.00 per ft.	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 traveling, 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 kilometer, plus traveling 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.

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 traveling 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) kilometers 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 any 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 composes 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.