

RESIDENTIAL COLLECTIVE AGREEMENT

BETWEEN

RESIDENTIAL PAINTING CONTRACTORS OF ONTARIO

AND

THE ONTARIO COUNCIL OF THE INTERNATIONAL
UNION OF PAINTERS AND ALLIED TRADES,
DISTRICT COUNCIL 46 (LOCAL 1891)

Effective May 1, 2001
Expiring April 30, 2004

10227 (03)

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THIS AGREEMENT made this 1st day of May, 2001.

BETWEEN:

RESIDENTIAL PAINTING CONTRACTORS OF ONTARIO
(hereinafter referred as the "Association")

and

THE ONTARIO COUNCIL OF THE INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 46 (LOCAL, 1891)
(hereinafter referred to as the "Union")

PURPOSE AND RELATION

Whereas the general purpose of this agreement is 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 this Agreement and to obtain the highest level of Employee efficiency and performances; and to set forth the entire Agreement between the Employer, the Union, and 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 1 - RECOGNITION

The Association for and on behalf of the Employers recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employers engaged in the work covered by this Agreement, save and except non-working foremen and persons above the **rank** of non-working foreman.

The Union recognizes the Employers Association as the exclusive bargaining agent and representative of the Employers engaged in the work covered by this Agreement.

ARTICLE 2 - EMPLOYER DEFINITION

- (a) Employer • **an** employer is defined as an individual firm, corporation or co-partnership that contracts and supplies equipment, labour and/or material or engages in any manner or undertakes to perform any function of the Painting and Decorating Industry. The Employer shall carry Workmen's Compensation, pay Unemployment Insurance and Vacation Pay, and

comply with all federal, provincial and municipal laws pertaining to the painting industry.

- (b) It is understood that any person working with the tools of the trade must be a member of the Union in good standing and is subject to all terms and conditions of this agreement.

ARTICLE 3 - CLOSED SHOP CONDITION

- (a) The parties to this agreement hereby agree to maintain a closed Union Shop. Employer agrees to employ only qualified members of the Ontario Council of the International Union of Painters and Allied Trades, District Council 46 (Local 1891), and further agrees that all journeymen will be hired from the unemployed members of the Union, provided that qualified men are available. Non-Union employees who may be hired under this provision must first report to the Union office for a work permit before starting to work. The Union agrees to issue temporary permits to qualified men so hired.
- (b) Each employer will provide for the Union, as soon as possible after the signing of this Agreement, a list of those men in his employ who are now designated as being supervisors. The parties to this Agreement agree that supervisors are not covered by the terms of this agreement.
- (c) every employee is to be given a referral slip and a copy is to be sent to the Association.
- (d) All present union members who are presently receiving the journeymen's rate of pay are to be classified. Any new member is to be either an apprentice or have a Qualification Card from the Ministry of Skills Development or he or she will be classed as unqualified.
- (e) The Union is to supply the Association with a list of job locations and name of contractors on a monthly basis upon request.

ARTICLE 4 - SCOPE OF WORK

- (a) This agreement covers work as outlined in apartments and multi and single dwelling residences within the area of jurisdiction contained herein.

The application and/or removal of protective and/or decorative coatings which might be referred to as paints, which in the general senses are: - paints, stains, varnishes, emulsion, bituminous coatings and other organic coatings or inorganic coatings which are applied in the same manner as paints or plastics or mastics, hypalon coatings, fiber glassing and caulking, clear sealer applications, application of all seamless floor coatings, sandblasting for decorative purposes and all other types of sandblasting, all phases of metallizing, the application of under water coatings, all markings, stenciling on equipment, machinery etc., with paint, adhesive stickers or spray bomb, the use of reflective tapes in this field of work

and the application of all other material used in various branches of the trade.

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

All incidental preparatory work necessary to carry out work outlined above, such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam or other processes to include hydrojet cleaning (high pressure water), sandblasting, pickling, bleaching, buffing, sealing, machinery and manual scrapping, flame cleaning, the application of cleansing 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 protective and decorative coatings on all piping, insulated or otherwise.

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 the building.

ARTICLE 5 - EMPLOYEE DEFINITION

- (a) An employee is defined as a journeyman painter, paperhanger, fabric hanger, decorator, sandblaster, spray applicator, swingstage man, foreman or lead hand, working for any individual firm, co-partnership or corporation. He shall be in good standing with District Council 46 (Local 1891) and have completed his apprenticeship and have passed a required examination as to his proficiency as a tradesman to perform the duties pertaining to the painting and decorating industry as an employee.
- (b) All members of the Union expressly agree not to accept employment of any individual firm, co-partnership or corporation who does not comply with all requirements of this agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

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 employee is the responsibility of the Employer provided, however, the Union members shall be discriminated against by reason of such membership.

ARTICLE 7 - NO STRIKES OR LOCK-OUTS

There shall be no strikes or lock-outs during the term of this agreement.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- (a) Any dispute difference or controversy arising out of this Agreement shall first be discussed between the Employee and the Employer's representative within 21 calendar days of the occurrence of the grievance. Failing settlement the Employer will be notified in writing by the Union Business Representative within 31 calendar days of the time of the occurrence of the grievance.
- (b) Should the grievance not be resolved by the Business Representative and the Employer, then it shall be submitted to arbitration in accordance with the Ontario Labour Relations Act.

ARTICLE 9 - JOINT TRADE BOARD

- (a) The parties hereto agree that during the term of this Agreement there shall be established a standing Joint Trade Board Committee which is to act in an advisory capacity to the Painting and Decorating Industry and deal with problems which arise from time to time. This Committee shall be composed of two representatives appointed by the Association and two representatives appointed by District Council 46 (Local 1891).
- (b) 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 the Chairman is ~~from~~ among the Association nominees, the Secretary shall be from the Union nominees, and vice versa. The Chairman and Secretary shall rotate **annually**. Each representative on the Committee shall have one vote.

the grievance. Notices of such meetings shall be sent to all interested parties including the (E.B.A.'S) at least 10 days before the scheduled meeting. Such notices shall be by fax or registered mail. To meet monthly if required.

- (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.

ARTICLE 10 - ACCESS TO JOBS

The Business Representative 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 a job must be adhered to.

ARTICLE 11 - MOONLIGHTING

- (a) No member of the Union shall be permitted to contract for or perform painting work other than for his regular Employer without joint written permission from the Union and the Employer. Anyone violating this provision shall be subject to the disciplinary action by both the Union and the Employer.
- (b) 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 and benefits.

ARTICLE 12 - UNION OBLIGATIONS

- (a) The Union shall not supply its members to any Employer which has not entered into this Agreement with the Union.
- (b) No member of the Union shall accept employment with an Employer who does not comply with all of the requirements of this Agreement.
- (c) 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 governmental bodies which employ union members.

ARTICLE 13 - SUB-LETTING & CONTRACTS

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

The sub-contractor must also have employees.

Piecework is not allowed, except as provided for in Article 15, Clause (d).

ARTICLE 14 - WORKING HOURS

- (a) The regular working hours for all employees shall be as follows:
1. A regular working week shall consist of not more than forty (40) hours.
 2. A regular working day shall consist of not more than eight hours employment, performed between the hours of 8:00 a.m. and 5:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays.
 3. For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 5:00 p.m. parties to this Agreement will consider that a regular day shall consist of not more than 7 hours on one shift performed on night work for the 8 hours pay regardless of starting time.
 4. The employee shall have a 10 minute break in the morning and afternoon.

ARTICLE 15 - WAGE RATES

- (a) The basic rate of wages for work performed during the regular working period shall be as follows:
- | | |
|---|------------------|
| Effective September 1, 2001 - Qualified | \$23.10 per hour |
| Effective November 1, 2001 - Qualified | \$23.25 per hour |
| Effective May 1, 2002 - Qualified | \$23.50 per hour |
| Effective May 1, 2003 - Qualified | \$23.70 per hour |
- (b) Spray Applicators, Paperhangers, Fabric Hangers, Swing-stage Men and Foremen shall be paid fifty (\$0.50) cents per hour above the basic hourly rate.
- (c) The wage rate for work performed outside the jurisdiction territory of this Agreement shall be the same as the Ontario Council Collective Agreement. All contributions and deductions are to be made in accordance with Articles 15, 18, 19, 20, 21, 22, 23, 24, 25, and 26 contained herein.
- (d) The Employer may pay on a piecework basis as follows only on new single houses, semi-detached houses and town houses:
- | | |
|---------|--|
| Primer: | Effective Nov. 1, 2001 - no less than \$0.05 per sq. ft. based on floor area. |
| | Effective May 1, 2002 - not less than \$0.055 per sq. ft. based on floor area. |
| | Effective May 1, 2003 - not less than \$0.06 per sq. ft. based on floor area. |
| Finish: | Effective Nov. 1, 2001 - not less than \$0.30 per sq. ft. based on floor area. |
| | Effective May 1, 2002 - not less than \$0.32 per sq. ft. based on floor area. |
| | Effective May 1, 2003 - not less than \$0.34 per sq. ft. based on floor area. |

Exterior finish to be negotiated between the employer and the employee. All touch up work to be performed on an hourly basis. Article 3 shall apply to this clause.

- (e) Effective May 1, 2001, the Employer shall remit to the Benefit Plans (i.e., Welfare, Administrative Dues, Industry Fund, Labour Management Cooperation Initiative, Training Fund), ten percent (10%) of the gross earnings of each employee who is paid on a piecework basis in accordance with paragraph (d) of this Article 15, which contributions shall be remitted in accordance with Article 26 and shall be in lieu of any contributions as might otherwise be required to be made in respect of such employee pursuant to Articles 18, 21, 22, 23 and 25 of this Agreement. Article 3 shall apply to this clause. Effective May 1, 2002, this amount shall be increased to twelve percent (12%).

Effective May 1, 2003, The Employer shall remit to the Benefit Plans (i.e., Welfare, Administrative Dues, Industry Fund, Labour Management Cooperation Initiative, Training Fund, and the IUPAT Province of Ontario Pension Trust Fund) fifteen percent (15%) of the gross earnings of each employee who is paid on a piecework basis in accordance with paragraph (d) of this Article 15, which contributions shall be remitted in accordance with Article 26 and shall be in lieu of any contributions as might otherwise be required to be made in respect of such employee pursuant to Articles 18, 19, 21, 22, 23, and 25 of this Agreement. Article 3 shall apply to this clause.

- (f) The Union hereby certifies that the Benefit Plan Trust Funds formerly known as the Painters' Local Union 1891 Vacation Pay Trust Fund, the Painters' Local Union 1891 Welfare Trust Fund, and the Painters' Local Union 1891 Pension Plan Trust Fund (such funds being collectively referred to as the "Local 1891 Trust Funds") have been merged with other funds providing similar benefits for employees and have been succeeded by the International Union of Painters and Allied Trades Vacation Pay Trust Fund, the International Union of Painters and Allied Trades Health and Welfare Trust Fund, and the International Union of Painters and Allied Trades Pension Plan Trust Fund, respectively.

The Union further acknowledges and agrees that each of the Employers and the Association have fulfilled all obligations and duties imposed upon them in connection with the Local 1891 Trust Funds, and that neither the Association, nor any employer, has any further obligations under any of the Trust Agreements by which the Local 1891 Trust Funds were established.

ARTICLE 16 - OVERTIME WORK

- (a) All work performed on the following days:

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

shall be paid at twice the rate herein established for working periods. No work shall be performed on Labour Day.

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

ARTICLE 17 - TRAVELLING TIME & TRANSPORTATION

- (a) Out of town work shall be defined as all work performed beyond the 50 kilometre limit as defined in zone 2.
- (b) Rate of pay and hours of work shall be defined in this Agreement under Article 16.
- (c) Effective June 1, 1990 each employee shall be paid a minimum daily allowance of \$45.00 up to \$315.00 per week room and board and effective May 1, 1991 each employee shall be paid a minimum daily allowance of \$50.00 up to \$350.00 per week room and board, but it is agreed that should such room and board expenses be legitimately more expensive, then the Employer shall pay the extra cost.
- (d) The Employer shall pay full transportation costs including meals and journeys by rail, plane, bus or other forms of transportation.
- (e) Each employee shall receive travelling time from the Employer's place of business (shop) to the job site and return thereto, at his regular hourly rate up to a maximum of 8 hours pay each day of travel.
- (f) Each employee when requested by his Employer to use his own vehicle as transportation shall be paid at \$0.28 per kilometre from Toronto City Hall to the job site and \$0.28 per kilometre from the job site to Toronto City Hall. For the purpose of clarification, employee passengers in such employee's vehicle shall be paid legitimate travel time of \$0.10 per kilometre.

ARTICLE 18 - WELFARE TRUST FUND

- 18.01 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.
- 18.02 Effective November 1, 2001, the Employer shall contribute to the Welfare Trust Fund one dollar and forty cents (\$1.40) 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, 2002, the amount shall be increased to one dollar and forty five cents (**\$1.45**). Eleven cents (\$0.11) of this amount applies to welfare taxes. Effective May 1, 2003, the amount shall be increased to one dollar and **fifty** cents (\$1.50). Eleven cents (\$0.11) of this amount applies to welfare taxes.

- 18.03 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.
- 18.04 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.
- 18.04 The remittance of these contributions shall be as provided for in Article 26 of this Appendix.

ARTICLE 19 - PENSION PLAN TRUST FUND

- 19.01 Effective November 1, 2000, the Employer agrees to pay pension contribution in the amount of **two** dollars and forty cents (**\$2.40**) per hour worked by each employee covered by **this** Agreement. Effective November 1, 2001, this amount shall be increased to two dollars and **fifty** cents (\$2.50) per hour worked. Effective May 1, 2002, this amount shall be increased to two dollars and seventy cents (**\$2.70**) per hour worked.
19. Ninety cents (\$0.90) 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). Effective May 1, 2002, this amount shall be increased to one dollar (\$1.00).
- 19.03 The remittance of these contributions shall be as provided for in Article 26 of this Appendix.

ARTICLE 20 - VACATION AND STATUTORY HOLIDAY PAY

- 20.01 The Employer agrees to pay ten percent (10%) Vacation Pay to all employees paid on an hourly rate basis, which includes Statutory Holiday Pay, such amount to be calculated on the effective wage and premium rates set forth in the wage rate section of this Agreement.
- 20.02 The Employer shall pay vacation pay and Statutory Holiday Pay into a Vacation Pay Trust Fund.

- 20.03 The Vacation money will be paid by the Vacation Pay Trust Fund once yearly in December.
- 20.04 The remittance of these contributions shall be as provided for in Article 26 of this Appendix.
- 20.05 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 to the benefit of, and be paid to the Association at a regular interval, not exceeding one year.
- 20.06 This Article does not apply to employees paid on a piecework basis in accordance with Article 15(d) herein.

ARTICLE 21 - INDUSTRY FUNDS

- (a) Effective September 1, 2001, each Employer shall contribute to the Industry Fund a **sum** equal to fifty-sixty cents (\$0.56) for each hour worked by each employee and it is further agreed that these contributions shall be remitted to the Welfare Trust Administrator by the 20th day of the month following the month in which the hours were worked, and these contributions shall be immediately remitted to the Association. The Fund shall be administered by the Board of Directors of the Association and the cost involved in the Administration shall be the responsibility of the Association.
- (b) The remittance of these contributions shall be as provided for in Article 26 of this Appendix.

ARTICLE 22 - LABOUR MANAGEMENT COOPERATION INITIATIVE

- (a) Effective May 1, 2001, the Employer shall remit to the Labour Management Cooperation Initiative (LMCI) a **sum** equal to two cents (\$0.02) for each hour worked by each employee. Effective November 1, 2001, this amount shall be increased to five cents (\$0.05) for each hour worked **by** each employee.
- (b) The remittance of these contributions shall be **as** provided for in Article 26 of this Appendix.

ARTICLE 23 - TRAINING TRUST FUND

- 23.01 Effective May 1, 2001, the Employer shall remit to the **sum** of two cents (\$0.02) to the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund (IJMTF). Effective November 1, 2001, this amount shall be increased to five cents

(\$0.05)per hour worked.

23.02 The remittance of these contributions shall be as provided for in Article 26 of this Appendix.

23.03 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) encouraging applicants to enter the painting trade.

ARTICLE 24 - DUES COLLECTION

- (a) During the lifetime of this Agreement the Employer agrees to deduct from the pay of each employee the regular monthly Union dues uniformly assessed in accordance with the Constitution and By-Laws of the Union. Such deductions shall be made from the first pay cheque in each month and the Employer shall remit the same each month to the Administrator not later than the 20th day of the same month.
- (b) The remittance of these deductions shall be as provided for in Article 26 of this Appendix.

ARTICLE 25 - ADMINISTRATIVE DUES

- (a) The Employer shall deduct administrative dues deduction and remittance based on 1.5% (one and one half percent) of income on which Vacation Pay is computed, and effective May 1, 1993 this amount shall be increased to 2% (two percent). The Employer shall remit such deductions by the twentieth day of the month following to Administrators. The Employer shall itemize all employee names and the amount to be credited for each employee. These deductions are in addition to the monthly union dues. (See Article 26 for method of payment).
- (b) The remittance of these deductions shall be as provided for in Article 26 of this Appendix.

**ARTICLE 26 - METHOD OF PAYMENT TO FUNDS
AND ADMINISTRATION OF FUNDS**

- (a) Commencing with the monthly following the effective date of this Agreement and continuing thereafter for the life of this Agreement, the Employers agree to pay into the Pension Trust Fund, Welfare Trust Fund, the Vacation Pay trust Fund, the Industry Fund, the Labour Management Cooperation Initiative, the Training Trust Fund contributions in the amount and under conditions stipulated below and as set out in Articles 15, 18, 19, 20, 21, 22, and

23 also agree to remit Administrative Dues and Union Dues deductions in the amount and under conditions stipulated and set out in Articles 25 and 26 and further agree that these amounts shall be remitted to the Administrator on or before the 20th day of the month following the work month completed.

- (b) All money to be contributed according to Articles 15, 18, 19, 20, 21, 22, 23, 24, 25 and 26 shall be considered a Trust Fund in the hands of the Employer until the money is paid to an Administrator.
- (c) Any and all payments relating to the Pension Fund, the Welfare Trust Fund, the Industry Fund, the Vacation Pay, the Training Trust Fund, the Labour Management Cooperation Initiative along with the Administrative Dues Check-Off and Union Dues deductions shall be sent to the Administrator on such forms as designated by the Trustees of such funds.
- (d) It is further agreed that these monthly contributions must be deposited in a Chartered ~~Bank~~ or Trust Company approved by the Trustee within 20 calendar days from the end of each contributing month.
- (e) 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 Administrator shall have the authority and capacity to take any action required at law to enforce payment of all such sums as may be due and unpaid.
- (f) All sums not paid within the specified time limit shall bear interest at the rate of five percent (5%) per month.
- (g) If the Trustees or the Administrator determine that there is reasonable basis for a Chartered Accountant to examine the books of account and related documents of any Employer of the purpose of verifying the accuracy of any reports made by such Employer regarding amounts due to the Funds or any of them or for determining what, if any, such amounts are due and unpaid to the Funds or any of them, each Employer agrees that it will permit and does hereby authorize a chartered accountant who does not perform services for the Association (or any of them) or the Union to:
 1. 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;
 2. Examine all **books**, documents, records, time sheets or other material that may be relevant in that regard;
 3. 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 to that regard;
 4. Report to the Trustees or Administrator as to his findings.

- (h) 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 **of** such obligations out within specified time such Employer shall forthwith upon written demand from the Trustees or the Administrator:
1. Make payment **of** all such amounts **as** are determined to be owing whether by way of payments, interest thereon or otherwise;
 2. Complete and remit all such forms, returns or information **as** may be outstanding;
 3. Pay **an** amount equal to all the costs or expenses incurred by or on behalf of the Funds, the Trustees, the Administrator or any **of** them in connection with such inspection, examination, audit, recovery or attempts thereat including legal fees, costs and expenses;
 4. Post such deposit or bond in such amount not to exceed \$10,000.00 with the Trustees or Administrator to be held by them as security **for** the **future** due performance by the Employer of its obligations under the Agreement or any successor Collective Agreement;
 5. In the event that the Trustees or the Administrator find it necessary to employ legal counsel for the enforcement of any right under Article 26 or the recovery of any amount due thereunder then the Employer agrees to all counsel fees and solicitor and client costs arising out **of** such employment or action taken thereby.
- (i) Notwithstanding the foregoing, the failure to deposit the aforementioned payments within 20 calendar days **as** specified in Article 26 (a) may also result in all employees being removed by the Union from any work being performed by such Employer without this being in violation of the Agreement on the part of the Union.

ARTICLE 27 - SEPARATION AND PAYMENT OF WAGES

- (a) All payrolls to be closed weekly.
- (b) Employees to be paid in cash or cheque at par within 72 hours of closing time books. Payment by cheque to be made by 4:00 p.m. Friday of each week.
- (c) Where an employee is discharged for just cause, the Employer shall forward his pay to him by registered mail on or before the next day.
- (d) When it is not possible to process the requisite government 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.

- (e) All employees must be paid in full at the time of discharge or cheque mailed not later than the next regular pay day. One hour's notice to be given employee at the time of discharge or one hour's pay to be allowed in lieu thereof. 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. Canada Pension Plan
 5. Employment Insurance
 6. Vacation Pay
 7. All contributions and deductions to be made in accordance with the terms of the Agreement.
- (f) Every Employer bound to this Agreement must issue to all of its employees (including pieceworkers) a pay slip or cheque stub together with their pay. Failure to issue the form or issue it properly completed may be the subject of a grievance. Every Employer must provide, on request, a Union representative with copies of these payment forms for any employee (including pieceworkers). Failure to do so may be the subject of a grievance.
- (g) Should no pay slip or cheque stub be made or should it not contain the information contained in the above hereof then provided the matter is raised within 28 days of the date of delivery of the pay, the Employer shall be required to pay to the Joint Trade Board Committee as liquidated damages a sum equal per each pay period to the amount of the cheque. In addition, the employee shall be fined by the Union the sum of \$500.00 per each pay period. The sum shall be paid to the Joint Trade Board Committee within forty-eight (48) hours of the requirement to pay, failing which, the Union shall refer the matter to the Ontario Labour Relations Board to enforce payment. No claim shall be made for any period exceeding 28 days.

ARTICLE 28 - WORKING ZONES

- (a) The jurisdiction territory of this Agreement shall extend 48 road kilometres beyond the perimeter of the 50 kilometre radius as defined in zone 2.

In addition to the above jurisdiction, the jurisdiction territory of this Agreement shall also include the counties of Muskoka, Haliburton, Peterborough and Victoria.

When employed on a job the amount of travelling expenses will be governed by the distance from the Toronto City Hall to the job site.

Using the Toronto City Hall as a swing point, two concentric circles will be swung.

The first circle will be swung with a thirty-five kilometre radius and this will be the first zone.

Work with the first zone will entail no travelling allowance.

Work within the second zone will entail a travelling allowance of \$6.00 per day per man.

Should an employee, when requested by his Employer, use his own car during working hours, or beyond zone two (2), he shall be paid twenty-five cents (\$0.25) per kilometre.

ARTICLE 29 - APPRENTICES

- (a) Apprentice rates to be returned to the Apprenticeship Act scale. There will be a three (3) month or twelve (12) week probation period for new apprentices.
- (b) No pension contributions for the first six (6) months of employment (900 hours).
- (c) It is agreed that there will be a three (3) year Apprenticeship Program for Commercial Residential Apprentices. Apprentices must comply with the Apprenticeship Act regulation. Apprentices must become members of the Union.
- (d) Apprentices will not be allowed to work alone. Apprentices must attend trade school when notified by the Apprenticeship Board. Failure to attend could result in suspension in our trade.
- (e) It is mandatory that there be a minimum of one (1) apprentice to every six (6) men in each shop.
- (f) Shops regularly employing six (6) or more employees must have one (1) apprentice if applicants are available, yearly average.
- (g) Computing of apprentices time will be recorded only by hours worked.
- (h) The Union is to set up a co-ordinator to run the program and record apprentices hours of employment, etc.
- (i) An apprentice training program is established for the certified trade and shall consist of three periods of related and work experience training of 1,800 hour per period.
- (j) The rate of wages for an apprentice in the certified trade whether for his regular daily hours or for hours in excess of his regular daily hours shall not be less than:

- 1st - 1800 hours - 900 hours @ 50% of a journeyman's rate (no pension)
- 900 hours @ 50% of a journeyman's rate (includes pension)
- 2nd - 1800 hours • @ 60% of a journeyman's rate (includes pension)
- 3rd - 1800 hours - @ 50% of a journeyman's rate (includes pension)

This Article may be changed during the life of this Agreement in accordance with any legislation that may come into effect.

ARTICLE 30 - CLASSIFICATION OF EMPLOYEES

(a) **Qualified:**

A journeyman, the holder of a Certificate of Qualification under the Ontario Apprenticeship Act or by the Ontario Council together with the Painting Contractors Association.

(b) **Unqualified:**

An employee who does not hold a certificate of Qualification under the Ontario Apprenticeship Act or by the Ontario Council together with the Painting Contractors Association. These employees will not be allowed to work alone nor to work overtime until all qualified in the shop are on overtime. The unqualified rates will be 25% per hour less than the qualified rates. In the event of a lay-off they will be replaced by any available qualified journeyman or apprentice at the request of the Union Representative.

It is further agreed that any violation of the Apprenticeship regulations and/or the unqualified personnel will result in a Joint Trade Board hearing against the firm.

The date for the implementation of the Qualification card will be no later than July 1, 1993.

ARTICLE 31 - HANDICAPPED EMPLOYEES

The Employer and the Union are authorized to fix a special minimum rate of wages lower than this rate fixed by the schedule for any person who is handicapped.

ARTICLE 32 - BOND GUARANTEE

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

- (b) 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 their 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 or order or decision against the Union, then the Union shall pay to the Joint Trade Board Committee as liquidated damages and not as penalty.

ARTICLE 33 - EQUIPMENT

All journeymen painters and apprentices are required to present a neat and tidy appearance and provide the following personal equipment:

White Overalls
Putty Knife
Broad Knife
Hammer
Screw Driver (3 types)

ARTICLE 34 - SAFETY AND COMPENSATION

Each/employee shall conform to the regulations laid down by the Occupational Health and Safety Act and the Workplace Safety and Insurance Board of Ontario and all Municipal and Federal regulations.

ARTICLE 35 - DURATION

- (a) This Agreement which is effective from the 1st day of May, 2001 shall remain in full force until the 30th day of April, 2004 and for further periods of one year thereafter unless within a period of not more than 90 days prior to the expiry date 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.
- (b) If negotiations are in progress at the time of the expiration of the Agreement, same shall remain in effect until the conclusions of such negotiations.

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

DATED AT TORONTO this 29 day of January, 2002

RESIDENTIAL PAINTING
CONTRACTORS OF ONTARIO

DISTRICT COUNCIL 46 (LOCAL 1891)
OF THE ONTARIO COUNCIL OF THE
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES

per Stimo Schreber
President

Per Guy Smith

per [Signature]
Secretary - DIRECTOR

Per Acinda [Signature]

Explanation regarding Article 15(e) of the Collective Agreement, breakdown of percentage rates for benefits of members of the IUPAT working on a piecework basis.

Effective November 1, 2001 - 10% of wages. Breakdown is as follows:

\$1.40	Welfare Trust Fund
\$0.05	Labour Management Cooperation Initiative
\$0.05	Training Trust Fund
\$0.15	Industry Fund
<u>\$0.50</u>	Administration Dues
\$2.15	

Effective May 1, 2002 - 12% of wages. Breakdown is as follows:

\$1.45	Welfare Trust Fund
\$0.05	Labour Management Cooperation Initiative
\$0.05	Training Trust Fund
\$0.30	Industry Fund
<u>\$0.50</u>	Administration Dues
\$2.35	

Effective May 1, 2001 - 15% of wages. Breakdown is as follows:

\$1.50	Welfare Trust Fund
\$0.05	Labour Management Cooperation Initiative
\$0.05	Training Trust Fund
\$0.40	Industry Fund
\$0.50	Administration Dues
<u>\$1.70</u>	IUPAT Province of Ontario Pension Fund
\$4.20	

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