

**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 journeyman 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 Benefits	Paid by Employer (Article 18.09 rates) 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 section1 - 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 section1 - 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 Journeyman 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, Nippissing, 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 with 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
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
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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