

## APPENDIX "A"

BETWEEN

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

(hereinafter referred to as the "Employer")

- and -

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

(hereinafter referred to as the "Union")

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

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

## **ARTICLE 1**

### **PURPOSE AND RELATIONS**

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

## ARTICLE 2

### THE SCOPE OF WORK

2.01 The scope of work shall consist of, but not be limited to, the following:

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

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

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

Building cleaning is defined as the process of removing dirt, stain or discoloration or any unwanted films by use of manually operated scrubbing techniques or by power operated machinery or equipment such as steam blast, water jet blast and/or such other process as will suffice to accomplish the cleaning of buildings, ships, structures, and surfaces to prepare such surfaces for new coatings or restore surfaces to their previously painted or coated condition.

## ARTICLE 3

### EMPLOYEE DEFINITION & RESPONSIBILITY

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

3.02 It is the responsibility of each employee to provide the appropriate personal equipment **that shall include the following: putty knife, broad knife, duster, approved hardhat, one pair of whites, approved safety boots, and screwdriver. Vinyl hangers will supply their own hand cutting tools, but the employer will supply cutting blades.**

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

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

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

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

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

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

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

3.06 An Apprentice is an employee in training who has been registered with the Ministry of Training, Colleges and Universities, Apprenticeship Branch through the Union.

## ARTICLE 4

### EMPLOYER DEFINITION AND RESPONSIBILITY

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

4.02 The Employer shall carry Workers' Safety and Insurance Board (WSIB) coverage, Employment Insurance (EI) and comply with all other Federal, Provincial and Municipal laws pertaining to the Industry.

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

4.04 Any individual whether an owner, partner, director or officer of any Employer who actually performs any work as defined under Article 2, Scope of Work, shall be a member of the Union and shall make all contributions to the various funds, including payments for administrative dues check off, Union dues, and Union and Employer Industry Promotion Funds, as set out herein.

## ARTICLE 5

### DUES COLLECTION

5.01 The Employer will deduct from the first pay period of each month Union Dues of all employees coming within the scope of this Agreement in the amount prescribed by the Local Union under whose jurisdiction the Employer is performing work and promptly remit the same, together with a list of the names of the employees on whose behalf deductions are made in accordance with Article 21.

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

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

## ARTICLE 6

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

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

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

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

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

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

The Chairman and Secretary shall rotate annually.

A quorum consists of four (4) representatives, two (2) being nominees from the Employers and two from the Union.

6.06 The Committee shall meet quarterly. It shall be the duty of this Committee, in keeping with the intent of harmonious relations:

- (a) to administer and enforce this Agreement;
- (b) to act in an advisory capacity to the Painting and Decorating Industry and deal with problems which arise from time to time.
- (c) When dealing with grievances, a unanimous decision of the Committee shall be binding on the parties to the grievance. Notices of meetings shall be sent to all interested parties, including the Employer Bargaining Agencies at least ten (10) days before the scheduled meeting. Such notices shall be by fax or registered mail.
- (d) If, in a grievance matter, no unanimous decision is reached, then any of the parties may pursue any other available remedy.

Please refer to Article 21 and Article 25 of this Appendix.

## ARTICLE 7

### ACCESS TO JOBS

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

## ARTICLE 8

### PIECEWORK AND MOONLIGHTING

8.01 No employee shall work on a piecework basis unless specified in the local schedules **or as specified in a "letter of understanding" agreed to by the parties for the term of this Collective Agreement.**

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

## ARTICLE 9

### UNION OBLIGATIONS

9.01 The Union shall not supply its members to any Employer which has not entered into this Agreement with the Union, except where the Union instructs certain members to take employment with a non-signatory Employer for the express purpose of organizing such Employer. **If the Union grants any signatory employer any terms or conditions different from those in this Collective Agreement, such terms and conditions shall be available to all employers. The union shall promptly advise OPCA of any such arrangements.** The Union agrees to provide OPCA with a copy of any Agreements signed to the Union with companies performing work under the scope of this Collective Agreement. Signatory contractors will automatically become members of the Association (as the designated Employer Bargaining Agency), subject to OPCA By-laws. The Association will send out Membership packages to all signatory contractors following payment of their first remittance under the Collective Agreement.

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

9.03 The Union shall not enter into an Agreement with any Employer unless such Employer is

acceptable to the appropriate Employers' organization save and except in the case of Collective Agreements between the Union and such Municipal or other governmental bodies which employ Union members.

## ARTICLE 10

### REST PERIODS

10.01 All employees working during the regular working day shall be given, with pay, a ten (10) minute rest period during the morning and also during the afternoon, which shall be in addition to any time allowed for meals.

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

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

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

## ARTICLE 11

### STANDARD HOURS OF WORK AND SHIFT WORK

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

11.01(b) In the territorial jurisdiction of Local 557, Toronto, upon mutual agreement between the employer and the employees, it is agreed that employees may work three (3) consecutive shifts Monday to Wednesday consisting of three (3) ten (10) hour shifts at the regular rate of pay and a seven and one-half (7.5) hour shift on Thursday. Thursdays may be extended by two and one-half (2.5) hours without overtime at a three dollar (\$3.00) per hour premium. Any hours worked beyond those hours or on Friday shall be paid at overtime rates. Shift premiums as per Article 11.03 shall apply if the shift begins after 3:30 p.m., and shall not be pro-rated. However, shift premiums will not be paid for overtime hours.

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

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

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

**11.04** Commercial Occupied Premises - For the sole purposes of commercial work in occupied premises where the Employer cannot work regular work shifts as set out in this Article due to job conditions and/or owner/tenant requirements, or the area in which the work is to be performed is used for its usual business purposes during the day, a regular work period or periods of eight (8) consecutive hours in any twenty-four (24) hour period may be worked for five (5) consecutive twenty-four (24) hour periods. Work performed during the above noted five (5) consecutive twenty-four (24) hour periods will be paid at the regular day shift wage rate. The next two (2) consecutive twenty-four (24) hour periods will be fixed at the sixth and seventh periods and if worked by the employee shall be paid at **time and one-half (1.5x)**.

## ARTICLE 12

### OVERTIME WORK AND STATUTORY HOLIDAYS

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

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

**12.02** All overtime performed on the following Statutory Holidays, i.e. New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other days that may be legislated as a Statutory Holiday during the term of this Agreement, shall be paid at double the regular hourly rate of each employee. The Employer agrees that no employee shall be required to work on Labour Day except in case of emergency. Holidays that fall on a Saturday or Sunday shall be observed on the following Monday.

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

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

## ARTICLE 13

### WAGE RATES

See Schedule "A" attached hereto.

## ARTICLE 14

### TRAVELLING TIME AND TRANSPORTATION

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

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

14.03

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

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

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

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

14.05 When an employee is requested to use his or her own vehicle for company use, the Employer will carry non-owner insurance for such employee and the Employer shall pay **thirty-five cents (\$0.35)** per km.

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

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

## ARTICLE 15

### ROOM AND BOARD ALLOWANCE

15.01 All employees working on a job who are required to maintain temporary living quarters away from their permanent residence will receive rates of pay as defined in Article 13, Schedule "A", and work the standard hours of work as defined in Article 11. And will receive Board Allowance as stipulated in this Article 15 of Appendix "A".

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

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

15.04 There shall be a maximum of two (2) persons per room in any twenty-four (24) hour period on out-of-town work.

**ARTICLE 16A**

WELFARE TRUST FUND

16A.01 Commencing with the effective date of this Agreement and continuing thereafter for the life of this Agreement the Employer agrees to remit contributions to the Welfare Trust Fund by the 20th day of the month following the month in which the hours were worked to an Administrator designated by the Trustees.

16A.02 Effective July 4, 2004, the Employer shall contribute to the Welfare Trust Fund **one dollar and sixty cents (\$1.60)** per hour for each hour worked by each employee covered by the Agreement. **Eleven cents (\$.11) of this amount applies to welfare taxes. Effective May 1, 2005 the amount shall be increased to one dollar and seventy cents (\$1.70). Twelve cents (\$0.12) of this amount applies to welfare taxes.**

16A.03 It is agreed that, subject to compliance with such other requirements as the Trustees may from time to time establish, the Trustees may accept contributions to the Welfare Trust Fund from an Employer as defined in the Welfare Trust Fund Agreement.

16A.04 The benefits received by employees from the Welfare Trust Fund shall be those benefits which are determined from time to time by the Trustees and which can be made available under the law and from the funds under the administration of the Trustees.

**ARTICLE 16B**

PENSION PLAN TRUST FUND

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

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

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

**ARTICLE 16C**

VACATION AND STATUTORY HOLIDAY PAY

16C.01 Vacation Pay shall be paid at 4% of gross wages. Statutory holidays shall be paid at 6% of gross wages, for a total of 10%, on gross wages earned by each employee paid on an hourly basis.

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

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

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

16C.05 The interest accrued from the monies in the Vacation Pay Fund shall be used as follows, and in the following order of priority:

- (1) To defray the cost of administering the Vacation Pay Fund.
- (2) To make good Vacation Pay Fund monies defaulted by any Employer.
- (3) To accrue equally to the benefit of, and be paid to the Association and Union at a regular interval, not exceeding one year.

## ARTICLE 16D

### TRUSTEES

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

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

## ARTICLE 17

### INDUSTRY FUNDS

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

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

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

The Industry Fund amounts on receipt shall be immediately paid to the International Union of Painters & Allied Trades Ontario Council as each Employer's contribution to the cost of general administrative and/or operating use and the general advancement of the painting and decorating business.

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

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

## ARTICLE 18

### LABOUR MANAGEMENT COOPERATION INITIATIVE

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

## **ARTICLE 19**

### **ONTARIO CONSTRUCTION SECRETARIAT**

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

## **ARTICLE 20**

### **TRAINING CENTRE TRUST FUND**

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

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

20.03 The purpose of the Fund includes:

- (a) upgrading the skills of employees in commercial and industrial applications of materials and use of equipment;
- (b) assisting employees in all phases of training and education;
- (c) administering the painter/decorator apprenticeship program;
- (d) encouraging applicants to enter the painting trade; AND
- (e) administering the painter and decorator apprenticeship program at the Ontario Industrial and Finishing Skills Centre.

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

## **ARTICLE 20A**

### **APPRENTICESHIP EDUCATION FUND**

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

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

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

## **ARTICLE 21**

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

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

All money to be contributed according to Articles 16A, 16B, 16C, 17, 18, 19, 20 and 20A shall be considered a Trust Fund in the hands of the Employer until the money is paid to an Administrator designated from time to time by the Employers and the Union signatory to this Collective Agreement.

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

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

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

21.04 All sums not paid within the specified time limit shall bear interest at the rate of one and one-half percent (1-1/2%) per month.

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

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

each Employer agrees to permit and does hereby authorize a Chartered Accountant who does not

perform services for the Association, the Administrator or the Union to:

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

21.06 In the event that it is determined that an Employer has failed to carry out any of its obligations under this Collective Agreement, or has failed to carry out any such obligations within the specified time, such Employer shall forthwith upon written demand from the Local Business Representative through approval of the Joint Trade Board Committee, or the Trustees or the Administrator:

- (a) make payment of all such amounts as are determined to be owing whether by way of payments, interest thereon or otherwise;
- (b) complete and remit all such forms, returns or information as may be outstanding;
- (c) pay an amount equal to all of the costs or expenses incurred by or on behalf of the Funds, the Local Business Representative through approval of the Joint Trade Board Committee, or the Trustees, or the Administrator or any of them in connection with such inspection, examination, audit, recovery or attempts thereat including legal fees, costs and expenses;
- (d) post such deposit or bond in such amount not to exceed \$10,000.00 with the Trustees, Administrator or Joint Trade Board Committee to be held by them as security for the future due performance by the Employer of its obligations under the Agreement or any successor Collective Agreement.

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

21.08 In the event that the aforementioned payments are not made on the date due, as specified in Article 21.01 and 21.02 hereof, then the Employer agrees to pay liquidated damages to the requisite Trust Funds at the rate of one and one-half percent (1-1/2%) per month or fraction thereof (being the equivalent of eighteen percent (18%) per annum calculated monthly not in advance) on the gross amount overdue.

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

## **ARTICLE 22**

### **OVERTIME REGISTRATION CLAUSE**

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

- (i) The Employer must apply to the Union's Office for an overtime registration at least forty-eight (48) hours before such overtime is scheduled to be performed, except in emergency situations where application may be made by phone call to the Union Office no later than one hour before such work is scheduled to begin. A phone recorder will be employed.
- (ii) In the event that the Union issues an overtime registration, one copy of same shall be sent to the Employer who shall forthwith post it at the job site and a second copy shall be sent to the Association for its files.

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

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

## **ARTICLE 23**

### **SUBLETTING WORK OR CONTRACT**

23.01 Employers signatory to this Agreement shall not sublet, assign or transfer work to any person, firm or corporation that: (1) is not signatory to this Agreement, and/or (2) does not have employees.

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

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

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

## **ARTICLE 24**

### **WAITING AND REPORTING TIME**

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

## ARTICLE 25

### PAYMENT OF WAGES AND SEPARATION

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

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

25.02 Should no pay slip or cheque stub be issued or should it not contain the information contained in Article 25.01 then, provided the matter is raised within Twenty-eight (28) days of the date of delivery of the pay, the Employer shall be required to pay to the Joint Trade Board Committee (Article 6) as liquidated damages, a sum equal to the amount of the cheque for each pay period. In addition, the employee shall be fined by the Union the sum of Five Hundred (\$500.00) dollars per pay period which sum shall be paid to the Joint Trade Board Committee. No claim shall be made for any period exceeding Twenty-eight (28) days.

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

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

## ARTICLE 26

### LOCAL UNION JURISDICTION WITH OUT OF TOWN EMPLOYEES

26.01 (a) The Employer when engaged in work outside the geographical jurisdiction of the Local Union which has jurisdiction within such Employer's place of business, will hire at least fifty (50%) per cent of employees from the Local Union which has jurisdiction where such work is being performed from either the hiring hall of such Local Union, or the Local Union's designated representative. But in all cases the stipulations as outlined in Article 2, Union Security, (Master Portion of this Agreement) will apply.

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

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

## ARTICLE 27

### JURISDICTIONAL DISPUTES

27.01 Any jurisdictional dispute between the Union and any other Trade Union that involves any work undertaken by the Employer will in no way interfere with the progress and prosecution of such work and shall be settled in accordance with the plan pursuant to the Ontario Labour Relations Act, Revised Statutes of Ontario, 1995 as amended.

## ARTICLE 28

### APPRENTICES

28.01 It is agreed that Apprenticeship Periods be as stipulated in Ontario Regulation #101-01, under the Apprenticeship and Tradesmen's Qualification Act. Apprentices shall not be less than sixteen (16) years of age, preferably have completed Grade twelve (12), but not less than Grade ten (10); or as per the Painter Apprenticeship Regulations. They shall become Apprentice Members of the Union and shall be admitted to full membership only upon completion of their Apprenticeship Training (including school requirements) and successfully obtaining the Certificate of Apprenticeship Training and Certification of Qualification as issued by the Ministry of Training, Colleges and Universities. An Apprentice shall work the same hours as a Journeyman and will work under the supervision of a Journeyman at all times. Apprentices are required to write the examination for Certificate of Qualification from the Ministry within three (3) months of completion of the required training and completion of required hours. An Apprentice is defined as the holder of an Apprenticeship Registration Card.

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

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

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

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

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

1 – 600 hours	\$11.00 per hour
601 - 2000 hours	50% of a journeyman's rate
2001 - 4000 hours	60% of a journeyman's rate
4001 - 6000 hours	80% of a journeyman's rate

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

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

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

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

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

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

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

## ARTICLE 29

### CLEAN UP TIME

29.01 Employees shall be allowed five (5) minutes with pay immediately prior to lunch time and five (5) minutes immediately prior to quitting time for cleaning up purposes except Spray Painters and Sand Blasters

who shall, in each case, be allowed fifteen (15) minutes with pay.

### **ARTICLE 30**

#### ACCRETION

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

### **ARTICLE 31**

#### NON - AFFILIATION

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

### **ARTICLE 32**

#### SHOP WORK

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

#### **LETTER OF UNDERSTANDING RE: SHOP WORK**

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

### **ARTICLE 33**

#### MARKET RECOVERY PROVISIONS

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

#### 33.02 Enabling

An Employer requesting Enabling will register through the OPCA office who will file with the Local Union in the geographical area for each individual job to be considered for Enabling. Such registration will be by written request on the approved form and must have a starting date and must be submitted at least five (5) days and approved within two (2) days prior to the closing date of the job. (Rebids after closing, must be clearly identified on the request form.)

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

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

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

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

### 33.03 Repaint Work

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

## ARTICLE 34

### MARKET SHARE & RECOVERY AMENDING PROVISIONS

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

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

#### 34.02A Notification by Employer/Union

- 1) In a specific geographic area, either party will submit to the other notification to use this Article
- 2) Notification will include:
  - issues and verification of the competitive disadvantage;
  - conditions and terms requested;
  - geographic area affected;
  - sector and/or proposed work projects;
  - period of time required.

#### 34.02B Response by Union/Employer

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

- acknowledgement of the request;
- a response to the issue(s);
- a schedule of dates for the parties to begin a three (3) day local negotiating

process to be concluded no later than twenty-eight (28) days from the original notification date as per 34.02(A).

34.03

Negotiation Process

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

34.04

Procedure and Process for Final Offer Selection

## 1. Notice:

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

## 2. Selection of Final Offer Selector:

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

## 3. Final Offer Submissions:

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

## 4. Final Offer Selection:

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

34.05

Amending Agreement

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

34.06

Monitoring

Any monetary amendment to the Collective Agreement will require that Employers report monthly to the OPCA Office, all jobs bid using the amendment and the results thereof.

**ARTICLE 35****WATER TANKS AND WATER TOWERS ONLY**

- 35.01 (a) It has been agreed by both parties that for the life of this Agreement, Employers performing work

on water tanks and/or water towers will have full mobility of employees in the Province of Ontario with the understanding that the Employer will call the Local Business Representative where the work is being performed to have a referral slip issued.

- (b) No overtime provisions will apply on water tanks and/or water towers for the life of this Agreement.

## ARTICLE 36

### APPENDICES

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

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

- (1) D.C.46 (557) - **Toronto** - In Halton (R.M.) That portion east of the 8th line and south of Highway 401; Peel (R.M.); York (R.M.); Metropolitan Toronto; County of Simcoe except the Townships of Rama and Mara; District of Muskoka; and in Durham (R.M.) the Township of Uxbridge and the Towns of Ajax, Pickering and Whitby.
- (2) Local 114/200 - **Kingston** - Counties of Haliburton, Peterborough, except that portion west of Highway 28 which includes the Township of Cavan, Northumberland, except that portion west of Highway 28 south to Port Hope, Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds and Grenville, except that portion east of a line drawn beginning at the Town of Smiths Falls (to the north) and running south-easterly to the Town of Brockville (to the south).
- (3) Local 200/114 - **Ottawa** - Counties of Renfrew, Lanark, Ottawa-Carleton (R.M.), Prescott and Russell, Stormont, Dundas and Glengarry, Leeds and Grenville except that portion west of a line drawn beginning at the Town of Smiths Falls (to the north) and running south-easterly to the Town of Brockville (to the south).
- (4) D.C. 46 (205) - **Hamilton-Wentworth (R.M.)**; in the Regional Municipality of Haldimand, Norfolk and Niagara, an area bounded on the west by a line drawn southeasterly along the road from Hartford, past Varencey and continuing onto the shore of Lake Erie and on the east by a line commencing on the shore of Lake Ontario at the boundary of the town of Grimsby and the town of Lincoln and running southwesterly to Evans Point on the shore of Lake Erie. In Halton (R.M.) all except that portion east of the 8th line and south of Highway 401.
- (5) D.C. 46 (205) - **Niagara Region** - In Niagara (R.M.) the part east of a line commencing on the shore of Lake Ontario at the boundary of the town of Grimsby and the town of Lincoln and running southeasterly on a line towards Evans Point on the short of Lake Erie.
- (6) Local 1494/  
1590 - **Windsor** - Counties of Essex and Kent.
- (7) Local 1590/  
(L1783) - **London** - Counties of Bruce, Huron, Perth, Oxford, Elgin and Middlesex.
- (8) Local 1590/ - **Sarnia** - County of Lambton.

## 1494

- (9) Local 1671 - **Thunder Bay** - District of Cochrane, except that portion south of the 49<sup>th</sup> Parallel, District of Algoma, except that portion south of the 47<sup>th</sup> Parallel, Districts of Kenora (including Patricia portion), District of Rainy River, and District of Thunder Bay (including White River).
- (10) D.C. 46 (1824) - **Grand Valley (R.M.)** - Counties of Grey, Dufferin, Wellington, Waterloo (R.M.), Brant, and in Haldimand-Norfolk (R.M.), that portion west of a line drawn beginning at the boundary line of the County of Brant (to the north) and running south-easterly along the road from the town of Hartford past the town of Varency and continuing onto the shore of Lake Erie (to the south).
- (11) D.C. 46 (557) - **Oshawa** - County of Victoria, County of Durham except township of Uxbridge and the Towns of Ajax, Pickering and Whitby; in the County of Peterborough, that portion west of Highway 28 which includes the Township of Cavan, in the County of Northumberland, that portion west of Highway 28 to Port Hope, and the townships of Rama and Mara in the County of Simcoe.
- (12) **D.C. 46** (1904) - **Sault Ste. Marie** - County of Algoma.
- (13) **D.C. 46** (1904) - **Sudbury** - Districts of Parry Sound, Nipissing, Manitoulin, Sudbury, Temiskaming, and the District of Cochrane south of the 49th parallel.

Dated at Toronto this        day of        , 2004.

ONTARIO PAINTING  
CONTRACTORS ASSOCIATION

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


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

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

- (a) Overtime will be at the rate of time and one-half (1.5x) after forty (40) hours of work.
- (b) Travelling Time will be at a straight time rate on a computed lump sum at least equal to straight time.
- (c) Overtime Permits will not be required.

- (d) Local employee ratios will not be required but it will be necessary to report all jobs to the Ontario Council prior to their commencement.
- (e) All benefits to be same as the Painters.
- (f) WAGE SCHEDULE:

CLASS III Probationary Waterblaster Trainee

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

CLASS II Waterblaster

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

CLASS I Waterblaster

Base wage	<b>75% of industrial journey person painter rate</b>
Vacation Pay	10%

Foreman-Superintendent

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

Shop Rate

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

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

**DISTRICT COUNCIL 46 (557)**

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

**SCHEDULE "A"**

1. The basic hourly rates shall be as follows:

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

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

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

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers and Signwriters shall receive Fifty Cents (\$0.50) above the basic rate.
- (b) Foremen, Sub-Foremen, Spraymen and Sandblasters shall receive One Dollar (\$1.00) above the hourly rate.
- (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.
3. All work on Swing Stage, Bosun Chair interior and exterior, and exterior work on Scaffolding and Ladders:

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

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

## **SCHEDULE "B"**

### **UNIT PRICING WHERE VINYL WALLCOVERING IS INSTALLED**

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

- clean. The Contractor and the Pieceworker must sign off on the acceptability/condition of surfaces according to best trade practice.
8. The following rates per applied lineal yard (including reasonable waste) will apply to random match 48- 54- and 60-inch vinyl, 12-22 ounces throughout:
- |                 |                    |
|-----------------|--------------------|
| For Hotels:     | \$3.50/lineal yard |
| For Commercial: | \$4.50/lineal yard |
- The following premiums will apply:
- Bulkheads – 80 cents per lineal yard
  - Doors - \$11/side.
9. In addition to the above rates, the Contractor will remit to Benefit Plan Administrators, all benefits ( eight (8) hour day, forty (40) hour week as per Articles 16A, 16B, 17, 18, 19 and 20 of the Collective Agreement). EHT/WSIB will be remitted as required by law.
10. Pieceworker must have a Registered Business Number and a GST Number and sign an undertaking that he will remit (and provide proof of payment of) Income Taxes, CPP, and all other taxes as required by law.

## KINGSTON LOCAL 114

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

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

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

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

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

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive fifty cents (\$0.50) above the hourly rate.
- (b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive one dollar (\$1.00) above the hourly rate.
- (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.
  
3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:
 

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

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

## SCHEDULE "B"

### TRAVELLING TIME AND TRANSPORTATION

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

### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

## OTTAWA LOCAL 200

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

## SCHEDULE "A"

### WAGE RATES

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

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

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

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

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

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

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

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

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

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

## HAMILTON LOCAL 205

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

## SCHEDULE "A"

**Appendix "A"**  
**WAGE RATES**

1. The basic hourly rates shall be as follows:

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

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

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

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

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

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

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

3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:  
50 feet or over 50 cents hourly premium  
150 feet or over \$1.00 hourly premium

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

## NIAGARA REGION LOCAL 205

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

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
-------------------	-------------------

Effective July 4, 2004	\$26.36 per hour	\$27.31 per hour
Effective May 1, 2005	\$26.86 per hour	\$28.06 per hour
Effective May 1, 2006	\$27.36 per hour	\$29.06 per hour

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

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

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

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive fifty cents (\$0.50) above the hourly rate.
- (b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive one dollar (\$1.00) above the hourly rate.
- (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.
3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:
 

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

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

**SCHEDULE "B"**

**TRAVELLING TIME AND TRANSPORTATION**

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

**ROOM AND BOARD ALLOWANCE**

1. SEE ARTICLE 15, APPENDIX "A".

**WINDSOR LOCAL 1494**

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

**SCHEDULE "A"**

**WAGE RATES**

1. The basic hourly rates shall be as follows:
 

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

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

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

- 2. (a) Paperhangers, Fabric Hangers, Swing and Bosun Chair shall receive fifty cents (\$0.50) above the hourly rate.
  - (b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive one dollar (\$1.00) above the hourly rate.
  - (c) At least one apprentice or journeyperson must accompany all spray painters and sandblasters working in the Industrial sector.
3. When employees are using a Swing Stage or Bosun Chair or free hanging scaffold they shall receive an additional fifty cents (\$0.50) per hour for over one hundred and fifty feet. These premiums are in addition to those premiums in Clause 2(a) and 2(b) above and shall be cumulative. Special premiums not covered above may be negotiated between the Employer and the Business Representative.

### LONDON LOCAL 1590 (LOCAL 1783)

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

### **SCHEDULE "A"**

#### **WAGE RATES**

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

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

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

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

- 2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive fifty cents (\$0.50) above the hourly rate.
  - (b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive one dollar (\$1.00) above the hourly rate.
  - (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.
3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:
- |                  |                         |
|------------------|-------------------------|
| 50 feet or over  | 50 cents hourly premium |
| 150 feet or over | \$1.00 hourly premium   |

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

## SARNIA LOCAL 1590

**Territorial Jurisdiction:** County of Lambton

### SCHEDULE "A"

#### WAGE RATES

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

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

Effective July 4, 2004 the following will apply for Repaint Work in all universities, community

colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards, in conjunction with Article 33.03 of Appendix "A":

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

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

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

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

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

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

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

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

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

4. When sandblasting or spray painting inside of tanks or vessels which are enclosed, the premium will be one dollar (\$1.00) over the basic rate.

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

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

### THUNDER BAY LOCAL 1671

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

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

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

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

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

2. (a) Paperhangers, Fabric Hangers, and Signwriters shall receive fifty cents (\$0.50) per hour over the regular Journeyman rates. At least one Apprentice or Journeyman must accompany all Spray Painters.
  - (b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive one dollar (\$1.00) above the hourly rate.
  - (c) At least one apprentice or journeyman must accompany all spray painters and sandblasters working in the Industrial sector.
3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:
 

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

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

## SCHEDULE "B"

### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(b), APPENDIX "A".
2. (a) For a member to obtain resident status, he or she must reside in that particular free zone prior to the start of employment.
  - (b) There shall be a **fifty (50) km** free zone for employees residing in the towns of Kenora, Dryden, Fort Frances, Terrace Bay, Smooth Rock, Marathon, and Kapuskasing. It is agreed that the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle. On all work performed beyond the **fifty (50) km** zone, room and board, as defined in Article 15 shall prevail.
  - (c) There will be a **fifty (50) km** free zone from the Thunder Bay City Hall. On all work performed beyond the **fifty (50) km** free zone and up to **one hundred and twenty 120 km** from Thunder Bay City Hall, daily travel expenses to and from the job shall be paid for by the company at the rate of sixteen (\$0.16) cents per km providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.
3. On all work performed beyond **one hundred and twenty (120) km** from City Hall, room and board, as defined in Article 15 shall prevail.
4. Employees shall be paid twenty cents (\$0.20) per km to and from out-of-town jobs on a once a month basis.

### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

**DISTRICT COUNCIL 46 (1824) - GRAND VALLEY**

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

**SCHEDULE "A"**

**WAGE RATES**

1. The basic hourly rates shall be as follows:

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

Effective July 4, 2004, the following will apply for Repaint Work in all universities, community

colleges, hotels/motels, churches, nursing homes, hospitals, schools and school boards (except for the Waterloo Region Separate School Board), in conjunction with Article 33.03 of Appendix "A":

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

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

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

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

3.	All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:	
	50 feet or over	50 cents hourly premium
	150 feet or over	\$1.00 hourly premium

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

## **SCHEDULE "F"**

### **Grand Valley Stabilization Fund**

Pursuant to Article 9 of the Master Agreement, all Employers bound by this Agreement performing work in the jurisdiction of Grand Valley, must submit one dollar (\$1.00) per man hour, and the appropriate apprentice percentage, to the Local 1824 Stabilization Fund for members of Local 1824. This amount is to be deducted from the current wage package and remitted by the twentieth (20<sup>th</sup>) of the month following the work month completed on the prescribed remittance form, available from the Local 1824 office.

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

The purpose of the Stabilization Fund is to assist the signatory Employers with a subsidy paid from the Fund for hours worked on cost-sensitive jobs agreed to in Local 1824 by the designated Trustees.

The Fund is to be jointly administered by six (6) Trustees: two (2) members of the Local OPCA Chapter, two (2) members of Local 1824, one (1) member appointed by OPCA and one (1) member appointed by the Ontario Council.

One (1) Management and one (1) Union Trustee from each side will be designated by mutual agreement to grant subsidies on any work they deem necessary. The other four (4) Trustees will act as alternates with the same authority in case of absence.

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

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

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

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

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

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

## DISTRICT COUNCIL 46 (557) - OSHAWA

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

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

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

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

Toronto and other applicable fair wage areas are exempt from this clause):

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

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

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

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

3.	All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:	
	50 feet or over	50 cents hourly premium
	150 feet or over	\$1.00 hourly premium

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

## SAULT STE. MARIE LOCAL 1904

**Territorial Jurisdiction:** County of Algoma

### SCHEDULE "A"

#### WAGE RATES

1. The basic hourly rates shall be as follows:

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

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

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

2. (a) Swing Stage Men, Paperhangers, Fabric Hangers, and Signwriters shall receive fifty cents (\$0.50) above the hourly rate.
  - (b) Foremen, Sub-Foremen, Spraymen, and Sandblasters shall receive one dollar (\$1.00) above the hourly rate.
  - (c) At least one (1) apprentice or journey person must accompany all Spray Painters and Sandblasters working in the Industrial sector.
3. All work on Swing Stage, Bosun Chair, interior and exterior, and exterior work on Scaffolding and Ladders:
 

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

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

## SCHEDULE "B"

### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14.04(b), APPENDIX "A".
  2. (a) For a member to obtain residence status, he or she must reside in that particular free zone prior to the start of employment.
  - (b) There will be a **fifty (50) km** free zone for members residing in the towns of Manitoulin, Timmins, North Bay and Elliot Lake. It is agreed that the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle. On all work performed beyond the **fifty (50) km** zone, room and board, as defined in Article 15 shall prevail.
  - (c) There will be a **fifty (50) km** free zone from Sault Ste. Marie City Hall. On all work performed beyond the **fifty (50) km** free zone and up to **one hundred and twenty (120) km** from Sault Ste. Marie City Hall, daily travel expenses to and from the job shall be paid for by the company at the rate of sixteen cents (\$0.16) per km, providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.
3. On all work performed beyond **one hundred and twenty (120) km** from City Hall, Room and Board as defined in Article 15 shall prevail.
  4. Employees shall be paid twenty cents (\$0.20) per km to and from out of town jobs on a once-a-month basis.

### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".

## SUDBURY LOCAL 1904

### **Territorial Jurisdiction:**

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

### **SCHEDULE "A"**

#### **WAGE RATES**

1. The basic hourly rates shall be as follows:

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

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

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

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

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

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

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

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

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

## SCHEDULE "B"

### TRAVELLING TIME AND TRANSPORTATION

1. SEE ARTICLE 14, APPENDIX "A".

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

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

(c) There will be a **fifty (50) km** free zone from Sudbury City Hall. On all work performed beyond the **fifty (50) km** zone and up to **one hundred and twenty (120) km** from Sudbury City Hall, daily travel expenses to and from the job shall be paid for by the company at the rate of sixteen (\$0.16) cents per km, providing the employee is on the job at starting time and works a full shift unless prevented from doing so by conditions beyond his control. It is agreed the company will supply transportation beyond the **fifty (50) km** zone or pay **thirty-five (\$0.35) cents per km** for the use of the vehicle.

3. On all work performed beyond **one hundred and twenty (120) km** from City Hall, Room and Board as defined in Article 15 shall prevail.

4. Employees shall be paid twenty cents (\$0.20) per km to and from out of town jobs on a once-a-month basis.

### ROOM AND BOARD ALLOWANCE

1. SEE ARTICLE 15, APPENDIX "A".