

APPENDIX “B”

BETWEEN:

ACOUSTICAL ASSOCIATION ONTARIO

and

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO

by and on behalf of its member Employers

(hereinafter called the “Association”)

OF THE FIRST PART

- and -

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

and

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

(hereinafter called the “Union”)

OF THE SECOND PART

WHEREAS the Association and the Union desire to enter into a Collective Agreement with respect to employees of the Employers engaged as drywall finishers (tapers), plasterers, spray fireproofing applicators, acoustical sprayers, Hazardous Material Workers including asbestos removers, mould removers, fire stopping, Exterior Insulated Finishing System, Exterior Stucco, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators and Air / Vapour Barrier workers and their respective apprentices or trainees and working foremen;

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

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

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

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

ARTICLE 1

RECOGNITION

1.01 The Association for and on behalf of the Employer, recognizes the Union as the sole and exclusive bargaining agent for all journeyperson drywall finishers (tapers), plasterers, spray fireproofing applicators, acoustical sprayers, hazardous material workers including asbestos removers and mould removers, fire stopping, Exterior Insulated Finishing System, Exterior Stucco, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators and Air / Vapour Barrier workers and their respective apprentices or trainees and working foremen engaged within the Province of Ontario.

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

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

It is the responsibility of each employee, as a condition of job referral to complete any and all government-mandated health and safety training required for the job duties prior to referral. The Union will make every effort to provide the Employer with proof of the government mandated health and safety training certificates obtained. Any member who does not complete such training will not be considered qualified for referral to that job.

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

1.05 Military Reservists Provision

- a) The parties agree to accommodate members of the Canadian Forces Reserves when their responsibilities to the Reserves overlap with their working hours.
- b) Upon completion of the Reservist's military responsibilities, the worker may at the employer's discretion be the first rehire by the original employer when a dispatch request has been made.

ARTICLE 2

SCOPE OF AGREEMENT

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

ARTICLE 3

TRADE JURISDICTION

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

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

The preparation and application of the interior and exterior surfaces for the purpose of receiving paint finishes, including pigmentations, monolithic design for finished wall treatment not limited to stone, ~~gr~~ plastic, gypsum products, architectural finishes, epoxy, catalyst, polyester fillers, binders, additives of any

combination formalization, regardless of density and consistency. Installation of strengthening membranes for the purpose of holding or binding together the various applications using the tools of the trade or manufactures recommended. All work involved in fireproofing, drywall taping, plastering, acoustical spraying, asbestos removal, mould removal, fire stopping, or related work, including spray or troweling of cementitious, fibre, urethane, cellulose materials for said purposes and the application of materials such as but not limited to, A/D fire barrier, fire stopping, fire-rated wall and floor assemblies, cable tray penetration, voids between multi cable/pipe installations, perimeter of slabs and top of masonry wall, etc., and the application of polyurethane sprayed foam and polypropylene plastic sheet membrane (i.e., air-gap/drainage membrane) and lead removal, chemical remediation and biological hazardous clean-up."

- 3.03 No limitation shall be placed on the work covered by this trade jurisdiction by reason of the surface or texture or purpose for which the material described herein is used, designed or intended.
- 3.04 The trade jurisdiction includes the handling of all materials listed in the section of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction from the job stock piles.

ARTICLE 4

SUBCONTRACTING

- 4.01 An Employer shall not sub-contract work covered by this Agreement except to a contractor bound by this Agreement.
- 4.02 The Union shall not permit its members to undertake any work covered by this Agreement other than for a contractor bound by this Agreement unless for the sole purpose of organizing the contractor into the Union.
- 4.03 The Union agrees to take all reasonable steps to enforce compliance with the provisions of Article 4.01 and 4.02.
- 4.04 Where the Union receives notice of a situation where there is an existing breach of any of the provisions of Article 4.01, it shall forthwith commence and thereafter diligently prosecute the appropriate steps ~~under~~ the appropriate grievance and arbitration provisions or under its own constitution.
- 4.05 No member of the Union shall engage as a contractor unless he/she 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/her membership in the Union together with all rights of union membership including the right under any Trust Agreement to self-pay any benefits.

ARTICLE 5

PAYMENT OF WAGES

- 5.01 All payrolls to be closed weekly.
- 5.02 Employees to be paid in cash, automated bank deposit or by cheque at par within seventy-two (72) hours of closing time of books. Payment by cheque to be made on or before Thursday of any week.
- 5.03 When an employee is laid off or dismissed, he or she shall receive all monies and records due to him or her by the Employer by no later than the next regular pay day. All employees will receive one (1) hours' notice with pay. If the Employer fails to give the employee one (1) hours' notice in advance of lay-off, then the employees shall be paid an additional one (1) hour's pay.

- 5.04 When an employee is discharged for just cause, the Employer shall forward his or her pay to him or her by registered mail within seventy-two (72) hours from time of discharge.
- 5.05 When it is not possible to process the requisite government document forms at the time of discharge or lay-off, the Employer agrees to send them to the employee by registered mail within seventy-two (72) hours from the time of termination.
- 5.06 (a) All pay whether in cash, automated bank deposit or by cheque shall be accompanied by a pay slip or cheque stub which shall contain the following information:
- 1) Employee Name;
 - 2) Employer Name;
 - 3) hours worked;
 - 4) rate of pay per hour;
 - 5) income tax deducted;
 - 6) CPP;
 - 7) EI;
 - 8) vacation pay;
 - 9) all contributions, deductions, monthly union dues and administration dues are to be made in accordance with the terms of this Agreement.
- (b) Pieceworkers working in the high rise residential and the low rise residential must receive properly completed trade work sheet forms, along with their cheques, in accordance with the Collective Agreement. (See copy attached to the Collective Agreement).
- (c) Should no pay slip or Work Sheet or cheque stub be issued or should it not contain the information as stated in Article 5.06 (a) and (b), then provided the matter is raised within twenty eight (28) days of the delivery of the pay, the Employer shall be required to pay jointly to the Association and Union 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 dollars (\$500.00) per pay period which sum shall be paid jointly to the Union and the Association. No claim shall be made for any period exceeding twenty eight (28) days.
- (d) Copies of the Trade Work Sheet forms referred to in Article 5.06(b) herein, must be completed in accordance with the copy attached to the Collective Agreement, or an equivalent document containing the same information, on a weekly basis. In addition to providing one (1) copy to the pieceworker, the contractor shall provide a copy to the Union within two (2) business days after the close of payroll, if the Union so requests.
- (e) Payment of Wages - Pieceworkers who have completed work in the high rise residential and low rise residential shall not be back- charged any amount by the employer after sixty (60) days following the completion of such work. Any proper back-charges by the employer must be made within sixty (60) days following the completion of such work by the pieceworker. This applies only to pieceworkers in the residential sector.

ARTICLE 6

PERSONAL SAFETY BOOKLET

- 6.01 All employees to have available at all times the `Personal Health and Safety Record` booklet or the electronic `Health and Safety Training Cards` issued by the Interior Finishing Systems Training Centre for viewing by the employer.**

ARTICLE 7

LOCAL APPRENTICESHIP COMMITTEE

- 7.01 To ensure the industry of an adequate supply of properly trained and skilled mechanics, there shall be a Local Apprenticeship Committee. The Committee shall be responsible for administering and coordinating the apprenticeship program under the *Ontario College of Trades Act, 2009* and amendments thereto.
- 7.02 The Committee shall be responsible for:
- (a) An Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also coordinated with the *Ontario College of Trades Act, 2009* and Amendments thereto and the Apprenticeship Act, R.S.O. 1998 and amendments thereto; and
 - (b) A Journeyman Training program under which advanced training programs will be administered and also co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancements, new techniques and skills in their craft.
- 7.03 The Committee shall meet as required. Four (4) members of the committee shall constitute a quorum except that where, at the request of either Chairman of the respective committee, a special summoned meeting is called; two (2) representatives of each party shall constitute a quorum.

ARTICLE 8

APPRENTICES

- 8.01 The minimum rate of wages for apprentice drywall finishers (tapers) and plasterers shall be as follows. Effective **May 10, 2016**, all hours accumulated during in school training will be applied towards total hours in the trade for wage and benefit purposes.

1 – 1200 hours worked	May 10, 2016	\$19.00 per hour
	May 1, 2017	\$19.00 per hour
	May 1, 2018	\$19.00 per hour
1201 – 2400 hours worked	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
	Wages	55% of Journeyman Rate (Article 17A, Subsections 1 – 5)
2401 – 3600 hours worked	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
	Wages	65% of Journeyman Rate (Article 17A, Subsections 1 – 5)
3601 – 5400 hours worked	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
	Wages	75% of Journeyman Rate (Article 17A, Subsections 1 – 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19)

If moving from one level of the above progression to the next would cause the apprentices' wage rate to decline, the apprentice will continue to receive the previous wage rate.

- 8.02 The training period for apprentices shall be five thousand, four hundred (5,400) hours.

- 8.03 The ratio of apprentices to journeypersons must be one (1) apprentice to every three (3) journeypersons, on the payroll, if available. Changes to the ratio of apprentices to journeypersons may be recommended by the Local Apprenticeship Committee.
- 8.04 It shall be the responsibility of the officers of the Union District Council 46 (Local 1891) to advise contractors employing workers in their jurisdictional area, of the status of apprentices as determined by the Local Apprenticeship Committee if in place.
- 8.05 The Employer agrees that there shall be at least one (1) apprentice paid on an hourly basis employed at each apartment building.
- 8.06 It will be mandatory for each apprentice to attend apprenticeship training school and complete the required classes.
- 8.07 Only members of the Union who are in possession of a Certificate of Qualification or Certificate of Apprenticeship or equivalent shall be dispatched from the Union Hall once such a requirement is mandated.
- 8.08 Any apprentice who has worked five thousand, four hundred (5,400) hours and who has completed all required classes at the apprenticeship training school shall be classified as a Full Term Apprentice receiving a minimum of ninety percent (90%) of the Journeyperson's rate until such time that the apprentice obtains a Certificate of Qualification making him or her a qualified Journeyperson receiving full Journeyperson's rate as per Article 17A, Subsections 1 - 5.
- 8.09 The Employer agrees to designate a company representative to be assigned for the purpose of completing the "Monthly Summary Report" on work performance for each apprentice in his/her employ.
- 8.10 Apprentices must successfully complete the final examination required for a Certificate of Qualification as a Journeyperson within six (6) months of completion of the required schooling and hours of work to fulfill the requirements of their apprenticeship or their membership in the union may be revoked.

ARTICLE 9

STATUTORY HOLIDAYS

- 9.01 Whenever hourly work is performed on the following Statutory holidays, namely,

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

employees shall be paid double their regular rate of pay.

ARTICLE 10

TOOLS

- 10.01 The parties agree to work together and co-operate in accident control and prevention and the job steward will report to the foreman for immediate corrective action, any unsafe conditions, unsafe acts or violations of safety regulations.
- 10.02 Foremen, Journeypersons, and Apprentices shall supply themselves with and wear at all times on the job an approved safety helmet, goggles, safety shoes and face masks when required. A one hundred foot extension cord with light bulb is to be supplied by the employee. All other safety devices and equipment shall be supplied by the Employer.

ARTICLE 11

BUSINESS REPRESENTATIVE

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

ARTICLE 12

WORK WEEK, WORK DAY FOR THE PROVINCE OF ONTARIO FOR ALL HOURLY EMPLOYEES

- 12.01 The regular hours of work in the Province of Ontario, subject to variation by mutual consent of the parties shall be between 7:00 a.m. to 5:00 p.m. from Monday to Thursday and 7:00 a.m. to 2:30 p.m. on Friday. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight and one half (8 ½) hours from Monday to Thursday, and six (6) hours on Friday, save and except the provisions of the Agreement relating to shift work.

ARTICLE 13

OVERTIME FOR THE PROVINCE OF ONTARIO FOR ALL HOURLY EMPLOYEES

- 13.01 All work performed in excess of the regular working day of eight and one half hours (8 ½) from Monday to Thursday and six hours (6) on Friday shall be deemed to be overtime work. The rate of wages for the first three (3) hours of overtime in any one (1) regular working day and any work performed on Saturday, shall be time and one half the regular hourly rate, and work performed on such days after three (3) hours of overtime and any overtime work performed on Sunday shall be paid at double the regular hourly rate.
- 13.02 The Employer agrees to notify the Union of all overtime work.

ARTICLE 14

SHIFT WORK FOR THE PROVINCE OF ONTARIO FOR ALL HOURLY EMPLOYEES

- 14.01 Any extra daily shift on any particular job shall be of not more than eight and one half (8 ½) hours daily

between midnight Sunday to midnight Friday of the same week. No employee except the foreman shall be permitted to work more than one (1) shift in any twenty-four (24) hours. When such shift system is worked, the rate of wages shall be:

Day shift	7:00 a.m. to 5:00 p.m. at regular straight time
2 nd Shift	Time and one-seventh the regular rate
3 rd Shift	Time and one-half of the regular rate

- 14.02 The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so. When these conditions apply, eight and one half (8 ½) continuous working hours per day shall be worked. Any work performed under these conditions outside of the regular working hours as stated in Article 12.01 herein, shall be paid for at the rate of one and one-eighth times (1 1/8th) the regular rate of pay, save and except when overtime rates apply.

ARTICLE 15

OCCUPIED PREMISES FOR THE PROVINCE OF ONTARIO FOR ALL HOURLY EMPLOYEES

- 15.01 In occupied premises where the Employer cannot work regular work shifts as set out in Article 12.01 due to job conditions and/or owner/tenant requirements, or the area in which the work is to be performed is used for its usual business purposes during the day, a regular work period or periods of eight and one half (8 ½) consecutive hours in any twenty-four (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 (6th) and seventh (7th) periods, and if worked by the employee, shall be paid at double time as if for Saturday and Sunday worked.

ARTICLE 16

REST PERIODS

- 16.01 The Employer agrees that all employees covered by this Agreement will be allowed a ten (10) minute refreshment break in each four (4) hour period at the work place.

ARTICLE 17

TRAVELLING EXPENSE - ROOM AND BOARD

- 17.01 The Employer shall pay employees who are required to travel to and from jobs each day. The travelling allowances are set out in the following table.

Radius is to be defined from the City Hall or Municipal Building of the Locality wherein the Employer's principal business office is established, or the locality of the Union from which the men are requested.

Up to 48 km	- Nil
48 km. to 64 kms	- \$6.00 per day
65 km. to 95 kms	- \$18.00 per day
96 km. to 160 kms	- \$24.00 per day
161 km. to 240 kms	- \$75.00 per day (room and board for 5 days)
Beyond 240 kms	- \$75.00 per day (room and board for 7 days)

- 17.02 On projects located more than 160 kilometers radius, an employee shall be paid in addition to room and board, a travelling allowance of thirty two (\$0.32) cents per kilometer at the start and completion of the

project or termination of his or her employment.

- 17.03 No travel allowances is payable on projects located within a forty (40) kilometer radius of the City Hall of any community with a population exceeding 100,000.

ARTICLE 17A

BASIC WAGE RATE

The following are the Territorial Jurisdictions and Geographic areas together with the Wage Rates for all Journeyperson Drywall Finishers (Tapers), Plasterers, Fireproofing Insulators, Acoustic Sprayers, Hazardous Material Workers including Asbestos Removers, Mould Removers, Exterior Insulated Finishing Systems Applicators, Exterior Stucco Applicators, Sprayed Polyurethane Applicators, Air/Vapour Barrier Workers and all other workers performing any work described in Article 3 of Appendix "B" herein in the Province of Ontario. Rates for their respective Apprentices and Trainees in the Province of Ontario are set out in Article 8, 23, 24 and 25 of Appendix "B" herein as applicable.

1. Toronto and Vicinity

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$39.84	\$3.98	\$3.13	\$1.72	\$6.00	\$54.67
May 1/17	\$40.66	\$4.06	\$3.23	\$1.72	\$6.00	\$55.67
May 1/18	\$41.48	\$4.14	\$3.33	\$1.72	\$6.00	\$56.67

*Vacation Pay based on Wage Rate minus employee deductions for FTI and LMCI

1A. Oshawa

Territorial Jurisdiction as follows: Oshawa as per O.L.R.B. Area 9

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$37.18	\$3.71	\$3.13	\$1.72	\$6.00	\$51.74
May 1/17	\$37.63	\$3.76	\$3.23	\$1.72	\$6.00	\$52.34
May 1/18	\$38.21	\$3.82	\$3.33	\$1.72	\$6.00	\$53.08

*Vacation Pay based on Wage Rate minus employee deductions for FTI and LMCI

2. Hamilton, Niagara Falls and Barrie

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$36.80	\$3.68	\$3.13	\$1.72	\$6.00	\$51.33
May 1/17	\$37.25	\$3.72	\$3.23	\$1.72	\$6.00	\$51.92
May 1/18	\$37.86	\$3.78	\$3.33	\$1.72	\$6.00	\$52.69

*Vacation Pay based on Wage Rate minus employee deductions for FTI and LMCI

3. Kitchener

Territorial Jurisdiction as follows: Counties or Regions of Waterloo, Wellington, Dufferin, Grey,

Haldimand and Norfolk.

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$31.98	\$3.19	\$3.13	\$1.72	\$6.00	\$46.02
May 1/17	\$32.34	\$3.23	\$3.23	\$1.72	\$6.00	\$46.52
May 1/18	\$32.86	\$3.28	\$3.33	\$1.72	\$6.00	\$47.19

*Vacation Pay based on Wage Rate minus employee deductions for FTI and LMCI

4. London,

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$32.64	\$3.26	\$3.13	\$1.72	\$6.00	\$46.75
May 1/17	\$33.18	\$3.32	\$3.23	\$1.72	\$6.00	\$47.45
May 1/18	\$33.82	\$3.38	\$3.33	\$1.72	\$6.00	\$48.25

5. Windsor, Sarnia, Cobourg, Belleville, Kingston, Sault Ste. Marie, Sudbury, Thunder Bay and Peterborough

Territorial Jurisdiction as follows: Counties or Regions of Essex, Kent, Lambton, Northumberland, Hastings, Lennox, Addington, Frontenac, Algoma, District of Parry Sound, Nipissing, Manitoulin, Sudbury, Temiskaming, District of Cochrane south of the 49th Parallel, District of Kenora, Rainy River, Thunder Bay and District of Cochrane north of the 49th Parallel, Peterborough and Haliburton.

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$32.55	\$3.26	\$3.13	\$1.72	\$6.00	\$46.66
May 1/17	\$32.91	\$3.29	\$3.23	\$1.72	\$6.00	\$47.15
May 1/18	\$33.45	\$3.35	\$3.33	\$1.72	\$6.00	\$47.85

*Vacation Pay based on Wage Rate minus employee deductions for FTI and LMCI

6. Ottawa, Cornwall

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
May 10/16	\$34.20	\$3.42	\$3.13	\$1.72	\$6.00	\$48.47
May 1/17	\$34.85	\$3.48	\$3.23	\$1.72	\$6.00	\$49.28
May 1/18	\$35.55	\$3.55	\$3.33	\$1.72	\$6.00	\$50.15

*Vacation Pay based on Wage Rate minus employee deductions for FTI and LMCI

** Funds represent the following breakdown on the above rates for Articles 17A (1-5) above.

Effective Date	Ontario Construction Secretariat	Industry	Training	Total
May 6/13	\$0.02	\$1.05	\$0.65	\$1.72
May 5/14	\$0.02	\$1.05	\$0.65	\$1.72
May 4/15	\$0.02	\$1.05	\$0.65	\$1.72

6A. Unqualified Journeyman Drywall Finisher / Plasterer

Any Journeyman who does not possess a Certificate of Qualification shall be classified as an

Unqualified Journeyperson and shall be paid a minimum of ninety (90%) percent of the Journeyperson rates set out in Article 17A Subsections 1 - 5 above as applicable.

All drywall finishers / plasterers who were receiving the full Journeyperson's rate of pay prior to May 3, 2004 shall continue to receive the full Journeyperson's rate of pay.

7. Hazardous Material Workers, Fire Stopping, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators, and Air/Vapour Barriers for the Province of Ontario.

See Article 23 for wages and conditions.

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

See Article 24 for wages and conditions.

- 8A. Spray Fireproofers and their Apprentices and Trainees for the Province of Ontario.

See Article 25 for wages and conditions.

9. Premium

Effective May 6, 2013, the minimum hourly rate for a working foreman shall be the journeyperson rate plus fifteen percent (15%) per hour premium for all hours worked including shift work in Sections 13.01 and 15.01.

ARTICLE 18

HEALTH AND WELFARE, INDUSTRY FUNDS, PENSION FUNDS, ADMINISTRATIVE DUES CHECK-OFF, UNION DUES, VACATION PAY, SECRETARIAT FUND, LABOUR MANAGEMENT COOPERATION INITIATIVE AND TRAINING AND APPRENTICESHIP FUND

18.01 Welfare Trust Fund:

- (a) Commencing with the payroll following the effective date of this Agreement and continuing thereafter for the life of this Agreement, the Employers agree to pay into the Welfare Trust Fund contributions in the amount and under conditions as shown below to the Administrator.
- (b) Effective **May 10, 2016**, the Employer agrees to pay **three dollars and thirteen cents (3.13)** for each hour **worked** by each employee covered by this Agreement. Commencing **May 1, 2017**, the Employer agrees to pay **three dollars and twenty three cents (3.23)** for each hour **worked** by each employee covered by this Agreement. Commencing **May 1, 2018**, the Employer agrees to pay **three dollars and thirty three cents (3.33)** for each hour **worked** by each employee covered by this Agreement. The above amounts include Provincial Retail Sales Tax (R.S.T.).
- (c) It is further agreed that the welfare contributions shall be remitted to the Welfare Trust Administrator by the twentieth (20th) day of the month following the month in which the hours were **worked**.

18.02 Pension Plan

- (a) The Employer agrees to pay pension contributions for each hour **worked** by each employee

covered by this Agreement working under Articles 8 and 17A of Appendix B as follows:

May 10, 2016 \$6.00 per hour worked
May 1, 2017 \$6.00 per hour worked
May 1, 2018 \$6.00 per hour worked

(b) Of the above contributions, the following will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and the balance of the contributions will be forwarded to the Ontario Council – International Union of Painters and Allied Trades Pension Fund:

May 10, 2016 \$2.00 per hour worked
May 1, 2017 \$2.00 per hour worked
May 1, 2018 \$2.00 per hour worked

(c) The Employer agrees to pay pension contributions for each hour **worked** by each employee covered by this Agreement working under Articles 23.04, 23.05, 23.06, 23.07, Hazardous Material Workers of Appendix B as follows:

May 10, 2016 \$5.50 per hour worked
May 1, 2017 \$5.50 per hour worked
May 1, 2018 \$5.50 per hour worked

(d) Of the above contributions, the following will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and the balance of the contributions will be forwarded to the Ontario Council – International Union of Painters and Allied Trades Pension Fund:

May 10, 2016 \$1.75 per hour worked
May 1, 2017 \$1.75 per hour worked
May 1, 2018 \$1.75 per hour worked

(e) The Employer agrees to pay pension contributions for each hour **worked** by each employee covered by this Agreement working under Articles 23.08 and 23.09, Fire Stopping and Articles 23.10 and 23.11, Residential Fire Stopping of Appendix B as follows:

May 10, 2016 \$5.25 per hour worked
May 1, 2017 \$5.25 per hour worked
May 1, 2018 \$5.25 per hour worked

(f) Of the above contributions, the following will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and the balance of the contributions will be forwarded to the Ontario Council – International Union of Painters and Allied Trades Pension Fund:

May 10, 2016 \$1.50 per hour worked
May 1, 2017 \$1.50 per hour worked
May 1, 2018 \$1.50 per hour worked

(g) The Employer agrees to pay pension contributions for each hour **worked** by each employee covered by this Agreement working under Articles 23.12, Sprayed Polyurethane Applicators, (etc.) and Article 24.05, E.I.F.S., etc. of Appendix B as follows:

May 10, 2016 \$4.75 per hour worked

(h) Of the above contributions, the following will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and the

balance of the contributions will be forwarded to the Ontario Council – International Union of Painters and Allied Trades Pension Fund:

May 10, 2016 \$1.25 per hour worked

(i) The Employer agrees to pay pension contributions for each hour **worked** by each employee covered by this Agreement working under Article 25.08 and 25.09, Spray Fireproofers and their Apprentices of Appendix B as follows.

May 10, 2016 \$5.50 per hour worked

May 1, 2017 \$5.50 per hour worked

May 1, 2018 \$5.50 per hour worked

(j) Of the above contributions, the following will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and the balance of the contributions will be forwarded to the Ontario Council – International Union of Painters and Allied Trades Pension Fund:

May 10, 2016 \$1.50 per hour worked

May 1, 2017 \$1.50 per hour worked

May 1, 2018 \$1.50 per hour worked

(k) The Employer agrees to pay pension contributions for each hour **worked** by each employee covered by this Agreement working under Article 25.07, Spray Fireproofers and their Trainees of Appendix B as follows.

May 10, 2016 \$3.50 per hour worked

(l) Of the above contributions, the following will be forwarded to the International Union of Painters and Allied Trades Union and Industry National Pension Fund (Canada), and the balance of the contributions will be forwarded to the Ontario Council – International Union of Painters and Allied Trades Pension Fund:

May 10, 2016 \$1.25 per hour worked

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

18.03 Vacation Pay and Statutory Pay

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

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

(c) The interest accrued from the monies in the Vacation Pay Fund shall be used as follows, and in the following order of priority:

a. To defray the cost of administering the Vacation Pay Fund.

b. To make good Vacation Pay Fund monies defaulted by any Employer.

c. To accrue to the benefit of, and be paid to the Association and the Union at intervals to be determined by the Trustees.

18.04 Trustees

It is agreed that the International Union of Painters and Allies Trades, Province of Ontario Trust Funds (i.e. Health & Welfare Trust Fund, Pension Plan Trust Fund, and Vacation Pay Trust Fund) shall each be administered by a Board of Trustees composed of an equal number of Trustees appointed on the one hand by the Union and on the other by the Ontario Painting Contractors Association, the Interior Systems Contractors Association, the Acoustical Association of Ontario, and the Architectural Glass and Metal Contractors Association, as set out below. The appointment of Trustees shall be governed by the respective Trust Agreements that establish each of the Funds. The Union and the Employer Bargaining Agency agree that if the Trust Agreements do not provide for the Board of Trustees to be composed as set out below, then they shall execute amendments to the Trust agreements which provide for the Board of Trustees to be composed of sixteen (16) Trustees as follows:

- Three (3) Trustees appointed by the Interior Systems Contractors Association,
- Two (2) Trustees appointed by the Ontario Painting Contractors Association,
- Two (2) Trustees appointed by the Architectural Glass and Metal Contractors Association,
- One (1) Trustee appointed by the Acoustical Association of Ontario, and
- Eight (8) Trustees appointed by the President of the Ontario Council of the International Union of Painters and Allied Trades.

18.05 Industry Fund

- (a) Effective **May 10, 2016**, the Employer shall contribute to the Industry Funds, **one dollar and 5 cents (\$1.05)** each hour **worked** by each employee covered by this Agreement. Effective **May 1, 2017**, the Employer shall contribute to the Industry Funds, **one dollar and five cents (\$1.05)** for each hour **worked** by each employee covered by this Agreement. Effective **May 1, 2018**, the Employer shall contribute to the Industry Funds, **one dollar and five cents (\$1.05)** for each hour **worked** by each employee covered by this Agreement. These funds will be allocated as follows:

Payable to	* Appropriate Employer Association	Ontario Council – International Union of Painters and Allied Trades	IUPAT Industry Promotion Fund		
Effective Date	Industry (Associations)	Industry (Union)	Industry (Drywall Promotion)	Based on Hours	Total
May 10/16	\$0.34	\$0.65	\$0.05	Worked	\$1.05
May 1/17	\$0.34	\$0.65	\$0.05	Worked	\$1.05
May 1/18	\$0.34	\$0.65	\$0.05	Worked	\$1.05

- (b) The *Employer Association Industry Fund portion as noted above in Article 18.05 (a) shall be administered by the Board of Directors of the Associations and remitted to the appropriate association. The cost involved for the administration shall be the responsibility of the Associations.

- (c) Industry Fund - Windsor Construction Only

1. Each Employer to whom the provisions of this Agreement apply shall contribute an amount of five (\$0.05) cents to the Welfare Fund for each hour **worked** by the members of the Union in his or her employ and this shall constitute an Industry Fund which shall be remitted by the Administrator of Fund to the Windsor Construction Association.

2. Contributions made to this Fund shall be used exclusively for the benefit, promotion, and expansion and protection of the drywall industry.
3. The administration cost of this Fund shall be borne by the Windsor Construction Association.

18.06 Labour Management Cooperation Initiative

Effective **May 10, 2016**, the Employer shall deduct **ten cents (\$0.10)** for each hour **worked** from each employee's wages for the Labour Management Cooperation Initiative and shall remit a cheque for same together with a list of employees from whose wages the deductions were made to the Administrator of the Union's Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made.

18.07 Ontario Construction Secretariat

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

18.08 Training and Apprenticeship Fund

The Employer shall contribute the amounts listed below per hour **worked** by each employee to the Training and Apprenticeship Fund.

May 10, 2016 \$0.65 per hour **worked**
May 1, 2017 \$0.65 per hour **worked**
May 1, 2018 \$0.65 per hour **worked**

18.09 Administrative Dues Check-Off

- (a) Effective **May 10, 2016**, the Employer shall deduct **one dollar and ten cents (\$1.10)** per hour **worked** from the wages of each employee covered by this Agreement for the Administration Dues Check-off. **Effective May 1, 2017, the Employer shall deduct one dollar and fifteen cents (\$1.15) per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. Effective May 1, 2018, the Employer shall deduct one dollar and twenty cents (\$1.20) per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off.** The Employer shall remit a cheque for same together with a list of employees from whose wages the deduction was made to the Administrator of the Union's Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made, with the exception of Article 18.09 (b).
- (b) Effective **May 10, 2016**, all work being completed in Article 23 and 25 working in OLRB Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), and 31 (Cornwall), the Employer shall deduct **one dollar and ten cents (\$1.10)** per hour **worked** from the wages of each employee covered by this Agreement for the Administration Dues Check-off. **Effective May 1, 2017, the Employer shall deduct one dollar and fifteen cents (\$1.15) per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. Effective May 1, 2018, the Employer shall deduct one dollar and twenty cents (\$1.20) per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off.** The Employer shall remit a cheque for same together with a

list of employees from whose wages the deduction was made to the Administrator of the Union's Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made.

18.10 Dues Collection

The Employer will deduct from the first pay period of each month Union Dues of all hourly and piecework employees coming within the scope of this Agreement in the amount prescribed by the Local Union under whose jurisdiction the Employer is performing work and promptly remit same together with a list of the names of the hourly and piecework employees on whose behalf deductions are made in accordance with Article 19.

18.11 **Finishing Trades Institute**

Effective **May 10, 2016**, the Employer shall deduct ten cents (\$0.10) for each hour **worked** from each employee's wages for the Finishing Trades Institute and shall remit a cheque for same together with a list of employees from whose wages the deductions were made to the Administrator of the Union's Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made.

ARTICLE 19

METHOD OF PAYMENT

- 19.01 Commencing with the month following the effective date of this Agreement and continuous thereafter for the life of this Agreement, the Employers agree to pay into the Welfare Trust Fund, the Industry Funds, the Ontario Secretariat Fund, the Labour Management Cooperation Initiative, the Administrative Dues Check-Off, the Union Dues, the Pension Trust Funds, the Vacation Pay Trust Fund, the Training and Apprenticeship Fund under the conditions stipulated below and set out in Article 18, Sections 18.01, 18.02, 18.03, 18.05, 18.06, 18.07, 18.08, 18.09, 18.10 and 18.11. The Employer also agrees to pay into the Union Benefit Funds and under the conditions stipulated below and set out in Article 20, sections 20.01 (b) and 20.02 (b) and 20A.04, Articles 23, 24 and 25. The Employer further agrees that these amounts shall be remitted to the Administrator on or before the twentieth (20th) day of the month following the work month in which the hours were completed.
- 19.02 All money to be contributed according to Article 18 and Article 20, Section 20.01(b) and 20.02(b) and 20A.04, Articles 23, 24 and 25 shall be considered a Trust Fund in the hands of the Employer until the money is paid to the Administrator on the designated forms by the Employers and the Union signatory to this Collective Agreement.
- 19.03 Any and all payments relating to the Welfare, Industry Funds, Ontario Secretariat Fund, Labour Management Cooperation Initiative, Training and Apprenticeship Fund, Administrative Dues Check-Off, Union Dues, Pension and Vacation Pay set out in Article 18, and all Union Benefit Funds set out in Article 20, Sections 20.01(b) and 20.02 (b) and 20A.04, Articles 23, 24 and 25 shall be sent to the Administrator on such forms as designated by the Trustees of such Funds.
- 19.04 In the event that the aforementioned payments are not made and remitted as specified in Article 19.01 hereof, then the Employer agrees to pay liquidated damages to the requisite Trust Funds at the rate of five percent (5%) per month or fraction hereof (being the equivalent of sixty percent (60%) per annum calculated monthly not in advance) on the gross amount due.
- 19.05 In the event that it is determined that an Employer has failed to carry out any of its obligations under this Collective Agreement, or has failed to carry any such obligations out within the specified time, such

Employer shall forthwith, upon written demand from the Trustees or the Administrators.

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

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

19.07 It is agreed that failure to remit the aforementioned payments with the twenty (20) calendar days as specified in Article 19.01 will constitute a violation of this Collective Agreement and the Employer will be subject to proceedings by the Union.

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

ARTICLE 20

PIECEWORKERS - DRYWALL FINISHERS (TAPERS) ONLY

20.01 **HIGH RISE RESIDENTIAL** – Any residential building which has both corridors and elevators
Note: Although Senior Citizen Homes, Nursing Homes and Student Residence are considered ICI work, Piecework will be allowed.

Rates:

(a) **Up to and including 8 feet**

Effective June 27, 2016	\$252.00 per one thousand (1,000) square feet
Effective May 1, 2017	\$262.00 per one thousand (1,000) square feet
Effective May 1, 2018	\$277.50 per one thousand (1,000) square feet

(b) **Over 8 feet up to and including 9 feet**

Effective June 27, 2016	\$264.50 per one thousand (1,000) square feet
Effective May 1, 2017	\$275.50 per one thousand (1,000) square feet
Effective May 1, 2018	\$292.00 per one thousand (1,000) square feet

(c) **Over 9 feet up to and including 10 feet**

Effective June 27, 2016	\$276.00 per one thousand (1,000) square feet
Effective May 1, 2017	\$287.00 per one thousand (1,000) square feet
Effective May 1, 2018	\$304.00 per one thousand (1,000) square feet

(d) **Ceiling area where texture spray is deleted:** The Employer agrees to pay the pieceworker a premium per one thousand (1,000) square feet for ceiling area only where texture spray is deleted as follows:

June 27, 2016	\$221.50 per one thousand (1,000) square feet
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May 1, 2017	\$230.50 per one thousand (1,000) square feet
May 1, 2018	\$244.50 per one thousand (1,000) square feet

- (e) **Texture Spray**: The Employer agrees to pay the pieceworker a premium per one thousand (1,000) square feet for texture spray as follows:

June 27, 2016	\$221.50 per one thousand (1,000) square feet
May 1, 2017	\$230.50 per one thousand (1,000) square feet
May 1, 2018	\$244.50 per one thousand (1,000) square feet

All material and poly shall be supplied by the worker.

- (f) **Corner Beads Filled**: Effective **June 27, 2016**, the Employer agrees to pay the pieceworker **twenty-four cents (\$0.24)** per lineal foot for corner beads filled. **Effective May 1, 2017**, this amount shall be increased to **twenty-five cents (\$0.25)** per lineal foot. **Effective May 1, 2018**, this amount shall be increased to **twenty-seven cents (\$0.27)** per lineal foot.
- (g) **Nocoat Bead (or equivalent)**: Effective **June 27, 2016**, the Employer agrees to pay the pieceworker **twenty-four cents (\$0.24)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2017**, this amount shall be increased to **twenty-five cents (\$0.25)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2018**, this amount shall be increased to **twenty-seven cents (\$0.27)** per lineal foot of Nocoat Bead (or equivalent).
- (h) **Corner Beads Installed**: Effective **June 27, 2016**, the Employer agrees to pay the employee **eighteen cents (\$0.18) per lineal foot for paper corner beads installed**. **Effective May 1, 2017**, this amount shall remain at **eighteen cents (\$0.18) per lineal foot**. **Effective May 1, 2018** this amount shall be increased to **nineteen cents (\$0.19) per lineal foot for paper corner beads installed**.
- (i) **Knock Down Texture Spray**: The Employer agrees to pay the pieceworker a premium per one thousand (1,000) square feet for knock down texture spray applied as follows:

June 27, 2016	\$380.50 per one thousand (1,000) square feet
May 1, 2017	\$396.00 per one thousand (1,000) square feet
May 1, 2018	\$420.00 per one thousand (1,000) square feet

All material to be supplied by the Employer. The above does not include priming.

- (j) **Scaffolding**: Where scaffolding is required, it shall be supplied by the Employer.
- (k) **Material**: The Employer shall supply all required material.
- (l) **Cathedral Ceilings**: Any and all openings and cathedral ceilings where the above open area is 8' x 8' floor area and 10' and over in height, the following premium rates shall apply:

June 27, 2016	\$149.50
May 1, 2017	\$155.50
May 1, 2018	\$165.00

- (m) **Benefits**:

The Employer shall contribute the following percentages of the gross amount earned by each pieceworker covered by this Agreement to the Union Benefit Funds.

June 27, 2016	22% of gross earnings
May 1, 2017	22% of gross earnings
May 1, 2018	22% of gross earnings

Summary of High Rise Residential – Any residential building which has both corridors and elevators

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

Item	Per	June 27/16	May 1/17	May 1/18
Ceilings up to and including 8 ft	1,000 sq ft	\$252.00	\$262.00	\$277.50
Ceilings over 8 ft up to and including 9 ft	1,000 sq ft	\$264.50	\$275.50	\$292.00
Ceilings over 9 ft up to and including 10 ft	1,000 sq ft	\$276.00	\$287.00	\$304.00
Ceiling area where texture spray is deleted	1,000 sq ft	\$221.50	\$230.50	\$244.50
Texture Spray	1,000 sq ft	\$221.50	\$230.50	\$244.50
Corner Beads Filled	Ln ft	\$0.24	\$0.25	\$0.27
Corner Beads Installed	Ln ft	\$0.18	\$0.18	\$0.19
Nocoat Bead (or equivalent)	Ln ft	\$0.24	\$0.25	\$0.27
Knock Down Texture Spray	1,000 sq ft	\$380.50	\$396.00	\$420.00
Cathedral Ceilings	10 ft & Over	\$149.50	\$155.50	\$165.00
Benefits		22%	22%	22%

Effective **June 27, 2016**, the Pension Fund will be allocated at four dollars and twenty-five cents (\$4.25) for each hour remitted.

20.02 **LOW RISE RESIDENTIAL** – Any residential building which does not have both corridors and elevators

Rates:

(a) **Ceilings up to and including 8 feet**

June 27, 2016 \$262.50 per one thousand (1,000) square feet
May 1, 2017 \$273.00 per one thousand (1,000) square feet
May 1, 2018 \$289.50 per one thousand (1,000) square feet

(b) **Over 8 feet up to and including 9 feet**

June 27, 2016 \$276.00 per one thousand (1,000) square feet
May 1, 2017 \$287.00 per one thousand (1,000) square feet
May 1, 2018 \$304.00 per one thousand (1,000) square feet

(c) **Over 9 feet up to and including 10 feet**

June 27, 2016 \$287.50 per one thousand (1,000) square feet
May 1, 2017 \$299.00 per one thousand (1,000) square feet
May 1, 2018 \$317.00 per one thousand (1,000) square feet

(d) **Corner Beads Filled:** Effective **June 27, 2016**, the Employer agrees to pay the pieceworker

forty-two cents (\$0.42) per lineal foot for corner beads filled. Effective **May 1, 2017, this amount shall be increased to forty-four cents (\$0.44)** per lineal foot for corner beads filled. Effective **May 1, 2018, this amount shall be increased to forty-seven cents (\$0.47)** per lineal foot for corner beads filled.

- (e) **Bullnose Bead:** Effective **June 27, 2016**, the Employer agrees to pay the pieceworker **forty-nine cents (\$0.49)** per lineal foot of Bullnose Bead. Effective **May 1, 2017, this amount shall be increased to fifty-one cents (\$0.51)** per lineal foot of Bullnose Bead. Effective **May 1, 2018, this amount shall be increased to fifty-four cents (\$0.54)** per lineal foot of Bullnose Bead.
- (f) **Nocoat Bead (or equivalent):** Effective **June 27, 2016**, the Employer agrees to pay the pieceworker **forty-two cents (\$0.42)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2017, this amount shall be increased to forty-four cents (\$0.44)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2018, this amount shall be increased to forty-seven cents (\$0.47)** per lineal foot of Nocoat Bead (or equivalent).
- (g) **Ceiling area where texture spray is deleted:** The Employer agrees to pay the pieceworker a premium per one thousand (1,000) square feet for ceiling area only where texture spray is deleted as follows:

June 27, 2016	\$220.50 per one thousand (1,000) square feet
May 1, 2017	\$229.00 per one thousand (1,000) square feet
May 1, 2018	\$242.50 per one thousand (1,000) square feet

- (h) **Texture Spray:** The Employer agrees to pay the pieceworker a premium per one thousand (1,000) square feet for texture spray as follows:

June 27, 2016	\$220.50 per one thousand (1,000) square feet
May 1, 2017	\$229.00 per one thousand (1,000) square feet
May 1, 2018	\$242.50 per one thousand (1,000) square feet

All material and poly shall be included.

- (i) **Knock Down Texture Spray:** The Employer agrees to pay the pieceworker a premium per one thousand (1,000) square feet for knock down texture spray applied as follows:

June 27, 2016	\$390.50 per one thousand (1,000) square feet
May 1, 2017	\$406.00 per one thousand (1,000) square feet
May 1, 2018	\$430.50 per one thousand (1,000) square feet

All material to be supplied by the Employer. The above does not include priming.

- (j) **Corner Beads Installed:** Effective **June 27, 2016**, the Employer agrees to pay the employee **eighteen cents (\$0.18)** per lineal foot for paper corner beads installed. Effective **May 1, 2017**, this amount shall be increased to **eighteen cents (\$0.18)** per lineal foot for paper corner beads installed. Effective **May 1, 2018**, this amount shall be increased to **nineteen cents (\$0.19)** per lineal foot for paper corner beads installed.
- (k) **Scaffolding:** Where scaffolding is required, it shall be supplied by the Employer.
- (l) **Skylights:** The Drywall Finishers (Tapers) shall be paid a premium for each skylight taped as follows:

Skylights 2 feet x 4 feet

June 27, 2016	\$98.00
May 1, 2017	\$102.00
May 1, 2018	\$108.00

Skylights 4 feet x 4 feet

June 27, 2016	\$161.50
May 1, 2017	\$168.00
May 1, 2018	\$178.00

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

June 27, 2016	\$149.50
May 1, 2017	\$155.50
May 1, 2018	\$165.00

- (n) **Benefits:**

The Employer shall contribute the following percentages of the gross amount earned by each pieceworker covered by this Agreement to the Union Benefit Funds.

June 27, 2016	22% of gross earnings
May 1, 2017	22% of gross earnings
May 1, 2018	22% of gross earnings

Low Rise Residential – Any residential building which does not have both corridors and elevators

Item	Per	June 27/16	May 1/17	May 1/18
Ceilings up to and including 8 ft	1,000 sq ft	\$262.50	\$273.00	\$289.50
Ceilings over 8 ft up to and including 9 ft	1,000 sq ft	\$276.00	\$287.00	\$304.00
Ceilings over 9 ft up to and including 10 ft	1,000 sq ft	\$287.50	\$299.00	\$317.00
Corner Beads Filled	Ln ft	\$0.42	\$0.44	\$0.47
Corner Beads Installed	Ln ft	\$0.18	\$0.18	\$0.19
Bullnose Beads	Ln ft	\$0.49	\$0.51	\$0.54
Nocoat Bead (or equivalent)	Ln ft	\$0.42	\$0.44	\$0.47
Ceiling area where Texture Spray is deleted	1,000 sq ft	\$220.50	\$229.00	\$242.50
Texture Spray	1,000 sq ft	\$220.50	\$229.00	\$242.50
Knock Down Texture Spray	1,000 sq ft	\$390.50	\$406.00	\$430.50
Skylights	2 feet x 4 feet	\$98.00	\$102.00	\$108.00
Skylights	4 feet x 4 feet	\$161.50	\$168.00	\$178.00
Cathedral Ceilings	10 ft and Over	\$149.50	\$155.50	\$165.00
Benefits		22%	22%	22%

- Effective **June 27, 2016**, the Pension Fund will be allocated at four dollars and twenty-five cents (\$4.25) for each hour remitted.
- 20.03 For the purpose of establishing the quantities for Sections 20.01 and 20.02, it shall be deemed to be the total area of drywall shipped and delivered, corner beads installed or filled, and texture spray applied. No back charges or deductions shall be made after the square footage or lineal footage is established in model units. Drywall Finishers (Tapers) to be paid the same square footage as the boardmen.
- 20.04 In the residential sector, the employee shall supply all required material, subject to Article 20.01 (a) herein.
- 20.05 **Drywall Compound**: Effective **May 1, 2016**, the rate for compound charged to the subcontractor by the employer shall reflect the manufacturers' list increase/decrease that occurred during the previous calendar year, not to exceed **\$1.00 per year**. Such increase/decrease shall be applied to the **2015 charge of eighteen dollars and ninety-four cents (\$18.94) plus Harmonized Sales Tax (HST) for a box of drywall compound**.
- 20.06 **Trade Work Sheet**: For the pieceworkers the Employer shall indicate on the pay slip for the employee how many square feet of drywall and the number of linear feet of corner beads, paper beads, skylights, smooth ceiling and high ceiling, durabond and texture spray has been paid. A Trade Work Sheet must be completed for each employee.
- 20.07 There will be no service charge in the Residential Sector.

ARTICLE 20A

PIECEWORKERS – DRYWALL FINISHERS (TAPERS) – ONLY IN O.L.R.B. BOARD AREA 3

This Article applies to all work described herein performed within the Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin (i.e., OLRB Board Area 3)

20A.01 **HIGH RISE / LOW RISE**

Note: Although Senior Citizen Homes, Nursing Homes and Student Residences are considered ICI ~~and~~ piecework will be allowed.

Rates:

(a) **Ceilings up to and including 8 feet**

June 27, 2016	\$235.00 per one thousand (1,000) square feet
May 1, 2017	\$240.00 per one thousand (1,000) square feet
May 1, 2018	\$245.00 per one thousand (1,000) square feet

(b) **Ceilings over 8 ft up to and including 9 feet**

June 27, 2016	\$245.00 per one thousand (1,000) square feet
May 1, 2017	\$250.00 per one thousand (1,000) square feet
May 1, 2018	\$255.00 per one thousand (1,000) square feet

(c) **Ceilings over 9 feet up to and including 10 feet**

June 27, 2016	\$255.00 per one thousand (1,000) square feet
May 1, 2017	\$260.00 per one thousand (1,000) square feet

May 1, 2018 **\$265.00** per one thousand (1,000) square feet

(d) For all of the above work, the Employer is to supply all required material including, but not limited to, tape, compound, durabond, sandpaper and no coat corners.

(e) **Flat Ceilings**

Where there are flat ceilings, add \$5.00 per one thousand (1,000) square feet for the total board feet of the house. Include footage only for floors where there are flat ceilings.

(f) **Finished Garages**

Where there is a finished garage, the Employer agrees to pay
Garages up to fifteen (15) feet \$120.00
Garages over fifteen (15) feet \$240.00

(g) **Knock Down Texture Spray:**

The Employer agrees to pay to the pieceworker a premium per one thousand square feet of knock down texture spray applied. Includes priming.

June 27, 2016 **\$456.00** per one thousand (1,000) square feet

(h) **Scaffolding:** Where scaffolding is required, it shall be supplied by the Employer.

(i) **Corner Beads Filled and Installed**

The Employer agrees to pay to the pieceworker the following amounts based on per lineal foot for corner beads filled and installed:

June 27, 2016 **Thirty-five cents (\$0.35) per lineal foot**
May 1, 2017 **Forty cents (\$0.40) per lineal foot**
May 1, 2018 **Forty cents (\$0.40) per lineal foot**

(j) **Bullnose Corner Beads**

Effective June 27, 2016, the Employer agrees to pay the pieceworkers forty-two cents (\$0.42) per lineal foot of Bullnose Corner Beads. Effective **May 1, 2017**, this amount shall increase to **fifty cents (\$0.50)** per lineal foot of Bullnose Corner Beads.

(k) **Cathedral Ceilings**

Any and all openings and cathedral ceilings where the above open area is sixty-four (64) square feet or more and above 10', the following premium rates shall apply:

June 27, 2016 **\$120.00**

(l) **Coffered Ceilings**

The Employer agrees to pay to the pieceworker the following amounts per ceiling:

June 27, 2016 **\$120.00**

(m) **Waffle Ceilings**

The Employer agrees to pay to the pieceworker the following amounts per box or square:

June 27, 2016 \$30.00

(n) **Bulkhead Ceilings** (Continuous bulkhead around the room)

The Employer agrees to pay to the pieceworker the following amounts per ceiling:

May 1, 2017	Single Step Bulkhead	\$120.00
	Additional Steps	\$60.00 per step
	Steps less than 64 sq ft.	\$30.00 per step

20A.02 For the purpose of establishing the quantities for section 20A.01, it shall be deemed to be the total area of drywall shipped and delivered, knock down texture spray applied. No back charges or deductions shall be made after the square footage or lineal footage is established in model units.

20A.03 **Trade Work Sheet:**

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

20A.04 **Benefits:**

- (a) The Employer shall contribute the following percentages of the gross amount earned by each pieceworker covered by this Agreement to the Union Benefit Funds. Note that for Knock Down Texture Spray, benefits are only payable on the gross amount earned by each pieceworker minus the cost of material.

June 27, 2016	21% of gross earnings
May 1, 2017	22% of gross earnings
May 1, 2018	22% of gross earnings

(b) **Pension and All Other Funds**

Effective **June 27, 2016**, the Pension Fund will be allocated at **three dollars and fifty cents (\$3.50)** for each hour remitted on behalf of each employee by the employer and all other funds as per the Collective Agreement. Effective **May 1, 2017**, the Pension Fund shall increase to **four dollars (\$4.00)** for each hour remitted on behalf of each employee by the employer.

20A.05 There will be no service charge in the Residential Sector.

20A.06 All hourly work performed in the Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin (i.e., OLRB Board Area 3) shall be in accordance with the Basic Wage Rates as set out in Article 17A herein.

Summary of Rates for Pieceworkers – Drywall Finishers (Tapers) working in O.L.R.B. Board Area 3:

Item	er	June 27/16	May 1/17	May 1/18
Ceilings up to and including 8 ft	1,000 sq ft	\$235.00	\$240.00	\$245.00
Ceilings up to and including 9 ft	1,000 sq ft	\$245.00	\$250.00	\$255.00
Ceilings up to and including 10 ft	1,000 sq ft	\$255.00	\$260.00	\$265.00
Flat Ceilings	1,000 sq ft	add \$5.00	add \$5.00	add \$5.00
Finished Garages	Up to 15 ft	\$120.00	\$120.00	\$120.00
Finished Garages		\$240.00	\$240.00	\$240.00
Corner Beads Filled/No Coat Filled and Installed	Ln ft	\$0.35	\$0.40	\$0.40
Bullnose Beads	Ln ft	\$0.42	\$0.50	\$0.50
Knock Down Texture Spray	1,000 sq ft	\$456.00	\$456.00	\$456.00
Cathedral Ceilings	10 ft & Over	\$120.00	\$120.00	\$120.00
Coffered Ceilings	Per ceiling	\$120.00	\$120.00	\$120.00
Waffle Ceilings	Per box or square	\$30.00	\$30.00	\$30.00
Benefits		21%	22%	22%

7, 2016, the Pension Fund will be allocated at **three dollars and fifty cents (\$3.50)** for each hour remitted. . Effective **May 1, 2017, the Pension Fund shall increase to four dollars (\$4.00)** for each hour remitted on behalf of each employee by the employer.

ARTICLE 21

BOND GUARANTEE BY EMPLOYER

- 21.01 If an employer has been found by the Ontario Labour Relations Board to have breached any of the monetary obligations of this Collective Agreement, for hourly or piece workers, then that Employer shall post a bond or certified cheque or Letter of Credit with the Union for a period of a minimum of one (1) year but not to exceed the term of the current Collective Agreement. The amount of the bond is to be five hundred dollars (\$500.00) per hourly or pieceworkers on the maximum number of hourly or pieceworkers listed on any one of the previous twelve (12) Union monthly reports. The said bond or other security shall be paid within forty-eight (48) hours of receipt of the decision of the Ontario Labour Relations Board, failing which the Union may re-refer the matter to the Ontario Labour Relations board to enforce payment.
- 21.02 If in the opinion of the Association, the Union has failed to enforce the Collective Agreement or failed to expeditiously proceed on information provided to it by any of the parties, or refused to do so, or in any other way failed to meet its obligations under the terms of this Collective Agreement, then the Association(s) may file a grievance against the Union and refer the matter to the Ontario Labour Relations Board. Should the Ontario Labour Relations Board issue a declaration, order or decision against the Union then the Union shall pay to the Association a sum not to exceed twenty-five thousand dollars (\$25,000.00) as liquidated damages and not as penalty. This Article shall not apply so long as Article 26 herein continues to form part of this Agreement.

ARTICLE 22

EMPLOYEE STATUS

- 22.01 It is agreed that any pieceworker cannot be transferred to work on an Hourly Rate Status until the following procedures have been complied with:
- (a) The union shall provide a signed Change of Status on request by the Employer, to such

pieceworker.

- (b) Such Change of Status request will then be filed at the Union Office and the Association office, and must be signed by a business representative of the Union.
- 22.02 Any Employer violating these procedures shall pay the sum of two thousand dollars (\$2,000.00) by way of liquidated damages and not as penalty, by certified cheque to the credit of the Union and shall be thereafter forfeited to the Association, and in the event of any further violations the sum of \$2,000.00 shall be paid as aforesaid for each violation.
- 22.03 The Union shall put any pieceworker violating this clause on charge and shall, if the pieceworker has been found in violation, exact a fine, at least equal to the amount of money he has earned by his or her violation.

ARTICLE 23

**HAZARDOUS MATERIAL WORKERS AND
FIRE STOPPING, SPRAYED POLYURETHANE APPLICATORS,
POLYPROPYLENE PLASTIC SHEET MEMBRANE
APPLICATORS AND AIR / VAPOUR BARRIERS**

23.01 Hours of Work

Working Day	9 hours
2 nd shift	9 hours for 8 hours worked
3 rd shift	9 hours for 7 ½ hours worked
Work week shall be 44 hours	

23.02 Occupied Buildings

Work week to be any day Monday through Sunday forty four (44) hours regular pay.
Time and one half the regular hourly rates for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

23.03 Non-Occupied Buildings

Work week - 44 hours regular - 7:00 a.m. to 5:00 p.m.
Nine (9) hours per day Monday to Thursday and eight (8) hours on Friday.
Time and one half the regular hourly rates for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

23.04 **Wage Rates for Hazardous Material Trainees/Unqualified Journeypersons with the exception of Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-900 hours worked	May 10, 2016	\$15.00 per hour
	May 1, 2017	\$15.00 per hour
	May 1, 2018	\$15.00 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund

	Benefits	All benefits as per Article 19 except pension
901-3600 hours worked	May 10, 2016	\$22.38 per hour
	May 1, 2017	\$22.44 per hour
	May 1, 2018	\$22.51 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3600 hours worked (Unqualified Journeyman)	May 10, 2016	\$28.35 per hour
	May 1, 2017	\$28.49 per hour
	May 1, 2018	\$28.63 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
23.05	<u>Wage rates for Hazardous Material Apprentices/Qualified Journeymen with the exception of Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)</u>	
1-900 hours worked	May 10, 2016	\$17.25 per hour
	May 1, 2017	\$17.32 per hour
	May 1, 2018	\$17.40 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
900-2400 hours worked	May 10, 2016	\$23.98 per hour
	May 1, 2017	\$24.11 per hour
	May 1, 2018	\$24.25 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
2401 - 3000 hours worked	May 10, 2016	\$26.24 per hour
	May 1, 2017	\$26.39 per hour
	May 1, 2018	\$26.54 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3000 hours worked (Qualified Journeyman)	May 10, 2016	\$30.06 per hour
	May 1, 2017	\$30.27 per hour
	May 1, 2018	\$30.48 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
23.06	<u>Wage Rates for Hazardous Material Trainees/Unqualified Journeymen working in Board Areas</u>	

13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)

1-900 hours worked	May 10, 2016	\$15.00 per hour
	May 1, 2017	\$15.00 per hour
	May 1, 2018	\$15.00 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
901-1800 hours worked	May 10, 2016	\$20.07 per hour
	May 1, 2017	\$20.33 per hour
	May 1, 2018	\$20.72 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1801-3600 hours worked	May 10, 2016	\$23.60 per hour
	May 1, 2017	\$23.92 per hour
	May 1, 2018	\$24.38 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3600 hours worked (Journey person)	May 10, 2016	\$27.54 per hour
	May 1, 2017	\$27.99 per hour
	May 1, 2018	\$28.63 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

A premium will be paid to employees using a supplied air system of **one dollar (\$1.00)** per hour above their respective rate.

23.07 **Wage rates for Hazardous Material Workers Apprentices/Journey persons working in Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-900 hours worked	May 10, 2016	\$17.56 per hour
	May 1, 2017	\$17.79 per hour
	May 1, 2018	\$18.13 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
901-1800 hours worked	May 10, 2016	\$21.69 per hour
	May 1, 2017	\$21.97 per hour
	May 1, 2018	\$22.40 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except

		pension
1801-3000 hours worked	May 10, 2016	\$26.80 per hour
	May 1, 2017	\$27.16 per hour
	May 1, 2018	\$27.70 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3000 hours worked (Journey person)	May 10, 2016	\$29.33 per hour
	May 1, 2017	\$29.80 per hour
	May 1, 2018	\$30.48 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

A premium will be paid to employees using a supplied air system of **one dollar (\$1.00)** per hour above their respective rate.

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

23.08 **Wage rates for Fire Stopping with the exception of Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-1500 hours worked	May 10, 2016	\$13.28 per hour
	May 1, 2017	\$13.28 per hour
	May 1, 2018	\$13.28 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1501-2400 hours worked	May 10, 2016	\$18.89 per hour
	May 1, 2017	\$18.89 per hour
	May 1, 2018	\$18.89 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
2401-3600 hours worked	May 10, 2016	\$21.18 per hour
	May 1, 2017	\$21.18 per hour
	May 1, 2018	\$21.18 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3601-5400 hours worked	May 10, 2016	\$26.20 per hour
	May 1, 2017	\$26.20 per hour
	May 1, 2018	\$26.20 per hour
	Vacation Pay	10% of gross wages earned paid to the

	Benefits	Trust Fund All benefits as per Article 19 except pension
After 5400 hours worked (Journeyperson)	May 10, 2016	\$26.52 per hour
	May 1, 2017	\$26.52 per hour
	May 1, 2018	\$26.52 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
23.09 <u>Wage rates for Fire Stopping working in Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)</u>		
1-1500 hours worked	May 10, 2016	\$13.43 per hour
	May 1, 2017	\$13.43 per hour
	May 1, 2018	\$13.43 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1501-2400 hours worked	May 10, 2016	\$18.98 per hour
	May 1, 2017	\$18.98 per hour
	May 1, 2018	\$18.98 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
2401-3600 hours worked	May 10, 2016	\$21.32 per hour
	May 1, 2017	\$21.32 per hour
	May 1, 2018	\$21.32 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3601-5400 hours worked	May 10, 2016	\$26.35 per hour
	May 1, 2017	\$26.35 per hour
	May 1, 2018	\$26.35 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 5400 hours worked (Journeyperson)	May 10, 2016	\$26.67 per hour
	May 1, 2017	\$26.67 per hour
	May 1, 2018	\$26.67 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

Note: Pension contributions become effective after 5400 hours **worked**.

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

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

23.10 **Wage rates for Residential Fire Stopping with the exception of Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-1500 hours worked	May 10, 2016	\$13.27 per hour
	May 1, 2017	\$13.27 per hour
	May 1, 2018	\$13.27 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1501-3600 hours worked	May 10, 2016	\$15.42 per hour
	May 1, 2017	\$15.42 per hour
	May 1, 2018	\$15.42 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3601-5400 hours worked	May 10, 2016	\$18.58 per hour
	May 1, 2017	\$18.58 per hour
	May 1, 2018	\$18.58 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 5400 hours worked (Journey person)	May 10, 2016	\$21.57 per hour
	May 1, 2017	\$21.57 per hour
	May 1, 2018	\$21.57 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

23.11 **Wage rates for Residential Fire Stopping working in Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-1500 hours worked	May 10, 2016	\$13.42 per hour
	May 1, 2017	\$13.42 per hour
	May 1, 2018	\$13.42 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1501-3600 hours worked	May 10, 2016	\$15.57 per hour
	May 1, 2017	\$15.57 per hour
	May 1, 2018	\$15.57 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension

3601-5400 hours worked	May 10, 2016	\$18.73 per hour
	May 1, 2017	\$18.73 per hour
	May 1, 2018	\$18.73 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 5400 hours worked (Journeyman)	May 10, 2016	\$21.72 per hour
	May 1, 2017	\$21.72 per hour
	May 1, 2018	\$21.72 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

- (a) It is clearly understood that this Article is for the application of 2.0 lb. and 0.5 lb. CCMC certified sprayed polyurethane foam and related building membranes as installed by C.U.F.C.A. approved applicators.
- (b) No piecework will be permitted under this Article. See Article 4, Appendix 'B'.
- (c) The ratio of trainees and apprentices to Journeyman's on the payroll for spray polyurethane applicators will be as follows:
- (1) Journeyman (2) Apprentices (2) Trainees
- (d) Trainees - \$13.34 per hour, no pension, and all other benefits apply as per Collective Agreement, Appendix 'B'.
- (e) Wage Rates

1-1000 hours worked	May 10, 2016	\$13.34 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fun
	Benefits	All benefits as per Article 19 except pension
1001-2000 hours worked	May 1, 2017	\$16.96 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fun
	Benefits	All benefits as per Article 19 except pension
2001-3000 hours worked	May 10, 2016	\$19.18 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fun
	Benefits	All benefits as per Article 19 except pension
3001-3600 hours worked	May 10, 2016	\$21.95 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fun
	Benefits	All benefits as per Article 19 except

		pension
3601-4000 hours worked	May 10, 2016	\$21.95 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fun
	Benefits	All benefits as per Article 19

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

After 4000 hours worked (Journey person)	May 10, 2016	\$27.63 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fun
	Benefits	All benefits as per Article 19

(f) Hours of Work

Work week – forty four (44) hours regular - 7:00 a.m. to 5:00 p.m.
 Nine (9) hours per day Monday to Thursday and eight (8) hours on Friday
 Time and one half the regular hourly rates for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

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

ARTICLE 24

**EXTERIOR INSULATED FINISHING SYSTEM,
 EXTERIOR STUCCO, AND AIR / VAPOUR BARRIERS**

- 24.01 It is clearly understood this Article is for Exterior only.
- 24.02 The classification of an Apprentice will be based on skill level and acquired knowledge combined with experience. Hours as stated below. Academic training and accreditation will be administered jointly with the Union Training Program, Exterior Insulated Systems Council and the Contractors Association.
- 24.03 No piecework will be permitted under this Article. See Article 4, Appendix “B”.
- 24.04 The ratio of Apprentices to Journey persons on the payroll for Exterior Insulated Finish System, Exterior Stucco, Air / Vapour Barriers will be as follows:

 2 Journey persons 4 Apprentices
- 24.05 The minimum rate of wages for apprentices under this Article shall be as follows:

Apprentices

1-1200 hours worked	May 10, 2016	\$16.16 per hour
	May 1, 2017	\$16.29 per hour
	May 1, 2018	\$16.43 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except Pension

1201-2400 hours worked	May 10, 2016	\$21.66	per hour
	May 1, 2017	\$21.79	per hour
	May 1, 2018	\$21.93	per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund	
	Benefits	All benefits as per Article 19 except Pension	
2401-3600 hours worked	May 10, 2016	\$25.81	per hour
	May 1, 2017	\$25.94	per hour
	May 1, 2018	\$26.08	per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund	
	Benefits	All benefits as per Article 19 except Pension	
3601-5400 hours worked	May 10, 2016	\$30.06	per hour
	May 1, 2017	\$30.19	per hour
	May 1, 2018	\$30.33	per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund	
	Benefits	All benefits as per Article 19	
After 5400 hours worked	May 10, 2016	\$31.84	per hour
	May 1, 2017	\$31.97	per hour
	May 1, 2018	\$32.11	per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund	
	Benefits	All benefits as per Article 19	

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

- 24.06 The Employer will be solely responsible for enrolling trainee personnel into the Apprenticeship Program provided the individual has demonstrated suitable requirements.
- 24.07 During the period from April 1st through November 1st the employee will be permitted to make up time for lost hours caused by inclement weather conditions by extending the daily and weekly hours without overtime rates.
- 24.08 Effective May 3, 2004 all union members who were previously paid the rates as per Article 17A-1 of this Agreement shall continue to be paid those rates under Article 17A-1.
- 24.09 Basic wage rates for Journeypersons working in the Exterior Insulated Finish System, Exterior Stucco, Exterior Applied Finishing and System Air and Air/Vapour Barriers see Article 24.05.
- 24.10 All employees working under this Article must be members of Local Union 1891 as per Article 1 - Recognition.
- 24.11 The regular hours of work in the Province of Ontario under this Article subject to variation by mutual consent of the parties shall be nine (9) hours per day between Monday to Thursday and eight (8) hours per day on Friday. The maximum number of regular working hours per week shall be forty-four (44) hours. Any regular work hours missed during the week can be made up during a one (1) month period as make-

up regular hours. Any hours worked which are not regular hours or make-up regular hours shall be overtime. All overtime hours worked under this Article shall be at a rate of time and one half (1 ½) of the regular rate of pay.

ARTICLE 25

SPRAY FIREPROOFERS AND THEIR APPRENTICES AND TRAINEES

25.01 Hours of Work

Work week – forty four (44) hours regular - 7:00 a.m. to 5:00 p.m.
Nine (9) hours per day Monday to Thursday and eight (8) hours on Friday

25.02 Overtime

Time and one half (1 ½) the regular hourly rate for any overtime worked with the exception of Statutory Holidays which shall be paid at double the hourly rate.

25.03 Shift Work

See Article 14 of Appendix B

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

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

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

One (1) Journeyperson	One (1) Apprentice	Two (2) Trainees
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25.07 Trainees in all Board Areas

Effective May 1, 2007 employees working as trainees as a spray fireproofers, will be paid the following rates:

1-2000 hours worked	May 10, 2016	\$15.00 per hour
	May 1, 2017	\$15.00 per hour
	May 1, 2018	\$15.00 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except Pension
2001-4000 hours worked	May 10, 2016	\$16.00 per hour
	May 1, 2017	\$16.30 per hour
	May 1, 2018	\$16.90 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except Pension

4001-5400 hours worked	May 10, 2016	\$17.00 per hour
	May 1, 2017	\$17.30 per hour
	May 1, 2018	\$17.90 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except Pension
After 5400 hours worked	May 10, 2016	\$20.00 per hour
	May 1, 2017	\$20.30 per hour
	May 1, 2018	\$20.90 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

The Employer shall commence remitting pension contributions as of May 1, 2007 for Trainees who have accumulated work hours beyond 5400 prior to May 1, 2007.

25.08 Apprentices in all Board Areas

1-900 hours worked	May 10, 2016	\$15.00 per hour
	May 1, 2017	\$15.00 per hour
	May 1, 2018	\$15.00 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except Pension
901-2000 hours worked	May 10, 2016	\$18.40 per hour
	May 1, 2017	\$18.84 per hour
	May 1, 2018	\$19.31 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
2001-4000 hours worked	May 10, 2016	\$23.00 per hour
	May 1, 2017	\$23.55 per hour
	May 1, 2018	\$24.14 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
4001-5400 hours worked	May 10, 2016	\$27.60 per hour
	May 1, 2017	\$28.26 per hour
	May 1, 2018	\$28.96 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
After 5400 hours worked (Journey person)	May 10, 2016	\$30.67 per hour
	May 1, 2017	\$31.40 per hour
	May 1, 2018	\$32.18 per hour

Vacation Pay	10% of gross wages earned paid to the Trust Fund
Benefits	All benefits as per Article 19

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

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

ARTICLE 26

GRIEVANCE PROCEDURE

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

26.02 Step #1

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

26.03 Step #2

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

26.04 Step #3

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

- (a) The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time and location shall be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.
- (b) The party referring the grievance to arbitration shall serve the employer with a Notice of the referral to arbitration, by personal service, (*facsimile*, or by overnight courier or mail, or their equivalent) and shall copy the Arbitrator, the Interior Systems Contractors Association, and the Acoustical Association Ontario with the Notice.
- (c) Service shall be effective upon receipt, if personal service, facsimile or courier is used, or shall be deemed to have occurred on the second day after mailing if overnight mail is used.
- (d) Either at the time of making the referral or after, where a party requests a pre-hearing order from the arbitrator, it shall serve the other party with its request at the same time that it serves the Arbitrator with the request. Service of the request shall be by one of the methods described

above. The party of which the request is made shall have until 5:00 p.m. of the next business day after service of the request to file any response to the request with the Arbitrator and the referring party. The referring party is entitled to any opportunity to reply to any responses filed with the Arbitrator.

- (e) Counsel, if retained by the party, must be able to accommodate the hearing schedule set by the Arbitrator.
 - (f) The Arbitrator shall have the power to make the Arbitrator's costs (fees and costs, such as service, administrative, rental of hearing venue etc.) an Award or part of an Award, to be payable to the union by the employer, in trust for the Arbitrator and to be payable accordingly by the union to the Arbitrator.
 - (g) The Arbitrators for purposes of this arbitration process shall be the persons listed in Schedule "A" hereto. If one or both of these Arbitrators is unable or unwilling to act, the parties shall meet and agree on other Arbitrators in substitution for them.
 - (h) The Arbitrator shall have all the powers of an Arbitrator under the *Labour Relations Act*, as amended, and under the Collective Agreement including but not limited to the power to require records and/or documents to be produced prior to and/or at a hearing, the power to issue summons to witness and thereby compel attendance. The Arbitrator shall also have the power to order an Employer to submit to a full audit by an independent auditor/accountant who will enter the Employer's premises and examine all financial books, records and documents, etc, of the Employer. The decision of the Arbitrator is final and binding with respect to all matters remitted to the Arbitrator. The decision of the Arbitrator, inclusive of orders for payment of monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the *Labour Relations Act*, as amended, and is enforceable as such.
 - (i) The Arbitrators shall have all the powers of an arbitrator under the *Labour Relations Act* and under the Collective Agreement, including but not limited to the power to require records and/or documents to be produced prior to and/or at a hearing and the power to issue summons to witnesses and thereby compel attendance. The decision of the Arbitrator is final and binding with respect to all matters remitted to the arbitrator. The decision of the Arbitrator, inclusive of orders for payments of any monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the *Labours Relations Act*, as amended, and is enforceable as such.
 - (j) The Arbitrator shall also award liquidated damages equal to one hundred percent of any amount found to be due and owing and such award is to also be deemed to be a decision of the arbitrator pursuant to the *Labour Relations Act*, as amended, and is enforceable as such. The liquidated damages shall be paid to the joint ISCA/Union Trust Fund for work relating to the Residential Sector. For work relating to the ICI sector, the liquidated damages shall be paid to the joint ISCA/Union Trust Fund or the joint AAO/Union Trust Fund, depending on which association the violating contractor is a member of. Liquidated damages that arise from a non-association contractor in the ICI sector shall be paid to each Trust Fund on a 50/50 basis.
- 26.05 An unresolved grievance relating to a jobsite(s) outside the above mentioned OLRB areas shall be submitted to arbitration in accordance with the *Ontario Labour Relations Act, 1995*.
- 26.06 If the Ontario Labour Relations Board (the "ORLB") or an Arbitrator/Board of Arbitration to which a grievance is referred alleging a failure to pay wages to employees, a failure to make appropriate payments to a trust fund or an administrator as required by this Agreement, or failing to hire members of the Union and/or subcontracting work to an employer which is not bound to the provisions of this Agreement, determines that an employer has violated the Agreement, or if an employer and the Union

reach a settlement of a grievance alleging breaches of the Agreement on a ground or grounds as previously stated, then the OLRB or the Arbitrator/Board of Arbitration or the Minutes of Settlement shall also order or require the employer to pay all reasonable costs incurred by the Union and the Trust Funds in investigating and prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses, Business Representatives' time at the appropriate hourly rate, conduct money, auditor/accountant's fees, costs incurred in serving all summonses, and any expenses incurred by the Union pursuant to Section 133 or any successor section of the Act (including filing fees, hearing fees and taxes), or any costs incurred by the Union for the Arbitrator/Board of Arbitration.

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

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

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

ARTICLE 27

FORM T2200 DECLARATION

- 27.01 When requested, the Employer shall provide to employees working under the terms of this Collective Agreement, Revenue Canada Form T2200 Declaration of Conditions of Employment signed by the Employer.

ARTICLE 28

PAYROLL ADJUSTMENTS

- 28.01 Any payroll adjustment is to be effective on the next payroll period following the effective date in order to simplify payroll.

ARTICLE 29

PERSONAL COMMUNICATION DEVICES

- 29.01 No personal communication devices such as cell phones, Blackberry's, iPods and/or similar devices shall be used on the job site during working hours.

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

DATED AT Toronto this day of , **2016.**

ACOUSTICAL ASSOCIATION ONTARIO
AND ALLIED TRADES AND ONTARIO

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

INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION OF ONTARIO

INSERT SAMPLE PIECEWORK

SEE OLD C.A. PAGE 109

THE FOLLOWING MUST BE TYPED ON TOP

Sample Piecework Trade Work Sheet – Article 20

INSERT SAMPLE PIECEWORK

SEE OLD C.A. PAGE 110

THE FOLLOWING MUST BE TYPED ON TOP

Sample Piecework Trade Work Sheet – Article 20A – OLRB Board Area 3

Letter of Understanding**Re: Voluntary Overtime**

Between:

International Union of Painters and Allied Trades and Ontario Council of the
International Union of Painters and Allied Trades –
District Council 46 (Local 1891)

(the “Union”)

- and -

Acoustical Association Ontario

(“A.A.O.”)

- and -

Interior Systems Contractors Association of Ontario

(“I.S.C.A.”)

This will confirm the agreement reached between the parties set out above during negotiations that during the life of the Provincial ICI Collective Agreement effective until **April 30, 2019**, the following shall apply to the hours of work and overtime provisions contained in Articles 12 and 13 of Appendix “B” to the Collective Agreement.

1. Notwithstanding the provisions of the Collective Agreement, an employee may work, on a voluntary basis, up to a total of 2 hours per week in excess of the daily regular hours of work from Monday through Friday described in Article 12 of Appendix “B” to the Collective Agreement and be paid at straight time rates for such work.
2. For the purpose of calculating whether an employee is entitled to receive overtime pay under the terms of the Collective Agreement, the 2 hours referred to in paragraph 1 above shall be deemed to be overtime hours.
3. The 2 overtime hours referred to in paragraph #1 above shall be on a voluntary basis and no employee shall be penalized in any way for refusing to work any such overtime hours. In the event that an Employer is found to have violated this provision by an Arbitrator, Board of Arbitration or the Ontario Labour Relations Board, such Employer shall no longer have the benefit of this Letter of Understanding and shall be required to apply the full provisions of Article 12 and 13 of Appendix “B” to the Collective Agreement.
4. Except as expressly set out above, all of the other provisions of Appendix “B” shall remain in full force and effect.
5. Any dispute concerning the implementation or interpretation of this letter of understanding (including but not limited to an allegation that an employee has been penalized contrary to paragraph 3 above), ~~or~~ be referred to arbitration in accordance with the provisions of the Collective Agreement or Section 133 of the Ontario Labour Relations Act, 1995.

6. This letter of understanding shall expire on **April 30, 2019**.

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.

Letter of Understanding

Re: Market Retention and Recovery

Between:

International Union of Painters and Allied Trades and Ontario Council of the
International Union of Painters and Allied Trades –
District Council 46 (Local 1891)

(the “Union”)

- and -

Acoustical Association Ontario

(“A.A.O.”)

- and -

Interior Systems Contractors Association of Ontario

("I.S.C.A.")

WHEREAS the parties hereto agree that it is for their mutual interest and benefit that this Letter of Understanding be entered into.

AND WHEREAS the parties agree that this Letter of Understanding shall expire on **April 30, 2019** provided that any projects obtained under terms and conditions contained in this Letter of Understanding shall be completed under the terms and conditions of this Letter of Understanding.

Accordingly, the parties agree that the following terms and conditions shall apply on all retail projects, school projects, box stores and strip malls on which bids/tenders are being made to non-union developers and/or contractors or on which there exists non-union drywall competition. For the purposes of this provision, if a General Contractor is bound to the Carpenters Provincial ICI Collective Agreement, then it shall be considered to be a unionized General Contractor.

1. Hours of work on the above projects shall be forty-four (44) hours per week at straight time.
2. Any work performed in excess of forty-four (44) hours shall be paid at the rate of one and one half (1 ½) times.

MAKE-UP TIME

3. Where regular hours of work cannot be worked as a result of inclement weather or environmental conditions, the hours lost may be made up by working up to eight (8) hours on Saturdays at straight time rates up to the total hours of lost time to a maximum of forty four hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer. Should the employer violate this provision a second time, the Union shall have the right, in addition to any damages it may claim, to withdraw from the violating employer the right to utilize this provision on any further projects for the currency of this Agreement.
4. Travel allowances contained in local area schedules may be waived upon agreement with the local Union.
5. The employer shall be entitled to name hire employees from the local Union's out of work list provided the said employee must obtain a referral slip prior to commencing work.
6. The Employer shall notify the Union, via correspondence, that it is applying the terms and conditions contained in this Letter of Understanding prior to tender closing on the project.
7. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer, including where no non-union drywall competition has bid the work-in-question.

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.

Letter of Understanding

Re: Market Recovery

Between:

International Union of Painters and Allied Trades and Ontario Council of the
International Union of Painters and Allied Trades –
District Council 46 (Local 1891)

(the “Union”)

- and -

Acoustical Association Ontario

(“A.A.O.”)

- and -

Interior Systems Contractors Association of Ontario

(“I.S.C.A.”)

WHEREAS the parties hereto agree that it is for their mutual interest and benefit that this Letter of Understanding be entered into.

AND WHEREAS the parties agree that this Letter of Understanding shall expire on **April 30, 2019** provided that any projects obtained under terms and conditions contained in this Letter of Understanding shall be completed under the terms and conditions of this Letter of Understanding.

As part of a market recovery strategy the parties agree that piecework shall be permitted on all retail projects; school projects, box stores; strip plazas; motels and banks on which bids/tenders are being made to non-union developers and/or contractors or which there exists non-union drywall competition.

The union agrees to review the market recovery provisions at the conclusion of the collective agreement and if it has been deemed successful it shall become an article within the following collective agreement.

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.