

**PROVINCIAL PLASTERER'S  
AGREEMENT  
BETWEEN:  
THE WALLS AND CEILINGS  
CONTRACTORS ASSOCIATIONS  
AND  
THE CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION OF ONTARIO**



**-AND-  
THE OPERATIVE PLASTERERS'  
AND CEMENT MASONS'  
INTERNATIONAL  
ASSOCIATION OF THE  
UNITED STATES AND CANADA  
LOCAL 124**



**02770 (13)**

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PROVINCIAL COLLECTIVE AGREEMENT  
RE: OPERATIVE PLASTERERS**

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RE: OPERATIVE PLASTERERS'**

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**PROVINCIAL COLLECTIVE AGREEMENT  
BETWEEN:  
THE WALLS AND CEILINGS CONTRACTORS  
ASSOCIATION AND CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF ONTARIO;**

**By and on behalf of all employers as set out  
in Article 102 herein  
(hereinafter called the "employer")  
(E.B.A.)**

**-and-**

**THE OPERATIVE PLASTERERS' AND CEMENT  
MASONS' INTERNATIONAL ASSOCIATION OF THE  
UNITED STATES AND CANADA, PLASTERERS'  
LOCAL 124, OTTAWA ONTARIO**

**(hereinafter called "the Union")**

## ARTICLE 1 - SCOPE OF AGREEMENT

**1.01** This Agreement shall be applicable to, and **effective** within, the Province of Ontario, and shall ensure to the benefit of, and be binding upon the parties hereto.

**1.02** This Agreement is binding upon all Employers who are bound in law by this Agreement whether by designation certification or voluntary recognition of the Union. This includes but is not limited to employers listed in Schedule "A" attached hereto and forming a part of this Agreement.

This Agreement is binding on Local Union 124 of the OPCMIA listed in Appendix "B" and any other Local of the Union which in the future may be chartered by the Operative Plasterers and Cement Masons International Association of the United States and Canada.

**1.03** It is agreed that **this** Agreement shall be binding upon other Employers who are recognized Plastering, Acoustical Plastering, Drywall taping, Fireproofing, Sprayed Fibre, **Rigid** Insulation and specialty contractors who may not be members of the Association and on behalf of **whose** employees the Union may obtain bargaining rights in the future.

**1.04** Appendices A to J attached hereto from part **of** this Agreement.

## ARTICLE 2 - RECOGNITION

**2.01** The Employer Bargaining Agency recognizes the Union as the sole and exclusive bargaining agent of all foremen, journeymen and apprentices and related **sub-classifications** listed in Articles 4.01 of **this** Agreement for whom the Union has bargaining rights in the Province **of** Ontario. The Union recognizes the Association on behalf of its affiliated Local Unions for collective bargaining purposes.

**2.02** If an Employer ~~is~~ partnership or corporation and owner(s), partner(s), director(s), or officer(s) of the corporation perform work ~~on~~ the tools of the trade, he or she must be a member of the Union in good standing and ~~is~~ subject to all terms and conditions of this Agreement. Such membership in the Union shall not be unreasonably denied.

### **ARTICLE 3 - HIRING SECURITY**

**3.01** The Employer agrees to hire only members in good standing ~~of~~ the Union and the Union shall give preference in supplying members in good standing to the Employer on a fifty-fifty basis, that is to say, for each member employed by the Employer, one member must be hired through the Union waiting list. However, it is agreed that the Employer may recall former employees through the Union Office, provided the employee is unemployed and registered at the Union Office on the date of recall provided also he is a member In good standing of the Union. During the term of this Agreement each employee shall be and shall remain in good standing with the Union as a condition of employment and continued employment. The presentation of a working card or signed permit issued by the Union shall be the only guarantee of membership and good standing. Any applicant failing to identify himself with the above-mentioned credentials shall not be hired and shall be referred to the Business Agent of the Union. In the event that the Business Agent is unable to supply employees, the Employer may hire such men as are available providing they make application to the Union for membership before starting to work, and they **shall** also apply to the Union for a temporary work permit prior to starting employment.

**3.02** It is clearly understood that said work permit holders are probationary union members and are to be laid off before any union member working under the term of this Agreement. The Union shall not permit any of its members to work for any Employer for a lesser rate of wages than those established herein.

**3.03** The Employer agrees to first hire members of the local Union on projects within the Territorial area of the local Union. The Employer operating outside of his normal work area shall supply to the local Union in whose territory he travels, the names of the members for his project prior to the member commencing work.

**3.04** The Employer shall be allowed to transfer two (2) employees from one jurisdictional area of the Local Union. If the Local Union cannot supply sufficient competent workmen, additional employees may be transferred as agreed upon between the Employer and Local Union in the area where the work is being performed.

**3.05** All employees from other jurisdictional areas shall report to the Local Union in which the job is located before proceeding to work, and shall be issued with a referral slip or work permit.

**3.06** The Employer shall suspend an employee if he is not a member of the Union of good standing or his dues are not fully paid up after being notified by the Union.

**3.07** "Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to comply with the provisions of this article determines that the employer has violated the Collective Agreement with respect to the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all reasonable legal costs on a solicitor and client basis, travel, meal and accommodation costs of all witnesses and business representatives, conduct money, cost incurred in serving a summons, and any expenses incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration."



## ARTICLE 4 -TRADE JURISDICTION - CLASSIFICATION SUB-CLASSIFICATION

**4.01** Without restricting the generality of Article 2 herein, the bargaining unit shall include, but shall not be restricted to the following classifications and sub-classifications.

**Classifications:**

Plasterer  
Shop Hand  
Drywall Taper

**Sub-Classifications:**

Spray Applicator  
Plaster-cement, Plastic, Epoxy and  
Texture Applicator  
Swimming Pool Finishers  
Cork Specialist  
Liquid & Rigid Insulation Applicator

**4.02** The Association recognizes the trade jurisdiction of the Union and assigns the work of such jurisdiction to the employees covered by this Agreement. However in the event of a jurisdictional dispute, there shall be no claims for damages by the Union.

**4.03** The Trades jurisdiction of the Union shall consist of, but shall not be limited to the following:

**The application and the finishing of all interior or exterior plastering of stone derivative of cement, stucco, outsulation and similar products, stone imitation or any patent material when cast and all related products and substitutes and the setting of same. The setting of all corner beads and all metal plastering accessories when stuck in place with plastic material. The plastering and finishing of hot composition material in vats, compartments or wherever applied. The taping and jointing of all joints, nail holes and bruises on wallboard, gypsum or otherwise, regardless of the type of materials or tools used, the sticking, nailing and screwing of all composition caps and**

ornament. The preparing, scratching and browning of all ceiling and walls that are to be finished with terrazzo or tile; allowing sufficient thickness to allow the application of the terrazzo or tile and the application of any plastic material to soffits, ceilings and perpendicular work and the finishing, rubbing, polishing and rubbing, polishing and cleaning whether done by hand or machine or any other method is recognized as the work of the Plasterer.

The installation of air barrier components, including torch-on membrane, and related sealants by non-mechanical methods in accordance with local trade agreements and local practices. The installation of rigid insulation, including freezer systems, in accordance with local trade agreements and local practice.

The installation of fire stopping and smoke sealants in accordance with local trade agreements and local practice. The operation of the mixer to mix material to be sprayed in accordance with local trade agreements and local practice. The fireproofing of steel beams, columns, metal decks, and vessels in accordance with local trade agreements and local practice.

## ARTICLE 5 - SUB-CONTRACTING

**5.01** An Employer bound by this Agreement shall not sub-contract or assign work covered by this Agreement except to contractors bound by this Agreement.

**5.02** No piece work, no individual agreement between Employer and employee shall be permitted.

**5.03** In the event the Employer intends to change the name of his registered business he shall give the Union prior written notice of such intention.

**5.04** "Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance

alleging failure to comply with the provisions of this article determines that the employer has violated the Collective Agreement with respect to the above grievance(s), then the OLRB or the Board of Arbitration shall **also** require the employer to pay **all** reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all reasonable legal costs on a solicitor and client basis, travel, meal and accommodation costs of all witnesses and business representatives, conduct money, cost incurred in serving a summons, and any expenses incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration."

## ARTICLE 6 - PAYMENT OF WAGES

**6.01** All payrolls are to be closed weekly.

**6.02** Employees shall be paid in **cash** 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.

**6.03** Every Employer shall provide to every employee at the time the wages are paid, a statement in writing setting forth:

- (i) The period of time for which the wages are being paid.
- (ii) The rate **of wages** to which the employee is entitled, separating straight time hours, over-time hours and double time hours.
- (iii) The **gross** amount of wages to which the employee is entitled.
- (iv) The net amount of each deduction from the wages of the employer that is authorized by the employee or this Agreement or required by law and the purpose for which each deduction is made.
- (v) The net amount of money being paid to the employee.

- (vi) Any living allowance or other payment to which the employee is entitled.
- (vii) The name of the Employer clearly printed on the cheque and the **stub**.

**6.04** In the event an employee is laid off or dismissed, the Employer shall give or send by registered mail to such employee the full amount of wages he is entitled to Unemployment Insurance Separation Certificate within seventy-two (72) hours from the time of termination in the case of those Employers whose principal place of business is within the Free Travelling Zone of the Union(s) as specified herein, and within the ninety-six (96) hours in the case of those Employers whose payroll is processed in a location outside the said Free Travelling Zone. Should the Employer fail to comply with the foregoing, the Employer shall thereafter pay the employee his regular wages for each and every hour until such time as the employee is in receipt of the preceding documents. The aforementioned time to be calculated on an eight (8) hour regular work day basis. In the event the employee terminates his employment of his own accord, the Employer shall be bound by the above requirements except that the employee shall receive same on next regular pay day.

**6.05** All employees laid off shall receive one hour's notice with pay and shall be permitted to leave the job. If the Employer fails to give the employee one hour's notice in advance of lay-off, then the employee shall be paid an additional one (1) hour's pay.

**6.06** Where an employee is discharged for just cause the Employer shall forward his pay and all documents mentioned in 6.04 herein, by registered mail within seventy-two (72) hours from time of discharge.

## ARTICLE 7 - RATE OF WAGES

**7.01** The rate of wages for the Local Unions of the Provincial Conference signatory hereto shall be as set out In Schedules "C" to "I" attached hereto and forming a part of this Agreement.

### **7.02 TRAINEEES AND JOINT APPRENTICESHIP COMMITTEE**

The minimum rate **of** wages for Trainees and Apprentices shall be a percentage of the minimum hourly rate **of** Journeymen **as** follows:

- 1st 1200 hrs. • 50% • not to exceed one calendar year
- 2nd 1200 hrs. • 65%
- 3rd 1200 hrs. • 80%
- 4th 1200 hrs. • 90%
- 5th 1200 hrs. • 90% • or rate subject to evaluation by the employer and Union.

**7.03** *The* Trainees and Apprentices shall receive the same contributions and fringe benefits accorded to Journeymen under the Agreement.

### **7.04 JOINT APPRENTICESHIP COMMITTEE AND TRAINEES**

To assure the Industry of an adequate supply of properly trained and skilled Tradesmen there **shall** be a Local Joint Training and Apprenticeship Committee to which the Association and the *Union* shall each appoint four **(4)** representatives.

. The Committee shall **be** responsible for:

- (a) **An** Apprenticeship Program under which the **Local** Apprenticeship Standards shall be administered and also co-ordinated with the Apprenticeship Tradesmen's Qualifications Act, 1964 and Amendments thereto,

AND

- (b) A Journeyman Training Program under which advanced training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

**7.05** This Local Committee shall meet quarterly. Four (4) members of the Committee shall constitute a quorum except that where, at the request of either chairman of the respective Parties to the Committee, special summonsed meeting is called, two (2) representatives of each Party shall constitute a quorum.

**7.06** At meetings of the Local Committee no more than four (4) representatives for each of the Parties shall cast a vote, and in the event of a tie vote the matter shall be referred to the Joint Conference Board for settlement.

**7.07** The proportion of apprentices to journeymen shall be in accordance with the Apprenticeship and Tradesmen's Qualifications Act, after 1964 reference to most recent Trades Qualification and Apprenticeship Act and amendments thereto. Changes to the proportion of apprentices to journeymen may be recommended by the Joint Conference Board.

**7.08** The training period for the trainees and apprentices shall be over a period of 6,000 hours at which time full rates shall be paid to each trainee and/or apprentice in possession of a Qualification Certificate.

**7.09** The breakdown of the Employer and Employee contribution to the Apprenticeship Trust Fund and the dates at which specific amount are to be remitted shall be as specified In the local APPENDICES of the Agreement and included into the total Welfare Remittance.

**7.10** All Apprentices and Trainees in the employ of the Employer will be bound under the same terms and conditions of this Collective Agreement.

**7.11** The Business Manager of the Local Union shall have the authority to direct that Apprentices be removed from working on the tools, and required as a precondition of return to work to attend apprenticeship training at appropriate training facilities. The employer will be given 30 days written notice before removal.

## **ARTICLE 8 -WORK DAY, WORK WEEK AND OVERTIME RATES**

### **8.01**

- (a) The maximum number of working hours per day shall be eight (8). The maximum number of working hours per week shall be forty (40) to be worked on Monday, Tuesday, Wednesday, Thursday and Friday between 8:00 AM. and 4:30 P.M. All work after 4:30 P.M. shall be considered as overtime with the exception of shift work.
- (b) However, starting time may be varied by one-half (1/2) hour by mutual agreement of the Parties.

**8.02** Overtime at one and a half (1 1/2) times basic hourly rate for first four (4) hours of overtime each day, Monday to Friday inclusive. And double time thereafter,

**8.03** Extra daily shift - not more than eight (8) hours. Second shift - one and one-eighth (1 1/8) the regular rate. Third shift - one and one-sixth (1 1/6) the regular rate.

### **8.04 OCCUPIED PREMISES**

(a) Where an owner requires that work be done outside regular business hours such work may be performed at straight time on any four or five consecutive days and during any ten consecutive hours in the day in the case of a four day week or eight consecutive hours in the day in the case of a five day week

**(b)** Overtime work beyond scheduled hours on occupied premises except as modified by Article 8.04 (c) shall be paid **at** the rate of time and one half of the base rate for any hours worked beyond the scheduled hours in the first four consecutive days (in the case of **a** four day week) or five consecutive days (in the case of a five **day** week). Work performed on the first additional day shall **be** paid at one and one half times the base rate. Work performed **on** the **second** additional day or on statutory. Holidays shall be paid at twice the base rate.

The above shall not be construed as a guarantee that there is any daily or weekly number of hours of work available.

**(c)** **Due** to an owner requirement an additional 4 (four) hours **in** a week can be worked at straight time rates. This article 8.04 (c) is on a voluntary basis and it is agreed that **no** repercussions **will** take place should the employee refuse to work. Further upon request the employer will advise the Union of the usage of this Article.

The above agreement Article 8.04 (c) shall remain in place until expiration **of the** collective agreement on April 30, 2007, where **it** may or may not be renegotiated.

## **8.05 MAKE-UP TIME**

Where time is **lost** on outside work during regular work hours due to inclement weather make-up **hours** may be worked at straight time but not to exceed four hours in any one day during the regular work week or eight hours on Saturday up to **a** maximum of sixteen hours in any week.

**It is** understood and agreed that such make-up hours must **be** worked in the calendar week in which they were lost.

The above **shall** not be construed as a guarantee that there **is** any daily or weekly number of hours of work available.



## 8.06 **PARKING**

The employer will reimburse any employee who is obliged to pay more than one parking charge per day by reason of being reassigned to, or transferred from, more than one job site on a given work day. Upon presentation of verified receipts by an employee, such additional same day parking charges will be reimbursed to the employee no later than the pay period following the date the expenses were incurred.

8.07 The employer shall provide when requested by employees working under the terms of the collective agreement the Revenue Canada form T2200, declaration of conditions of employment, signed by the employer,

## **ARTICLE 9 - STATUTORY HOLIDAYS**

9.01 Whenever work is performed on Saturdays, Sundays and the following statutory holidays, namely, New Year's Day, Good Friday, Victoria Day, Dominion Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and other days declared to be statutory holidays by the Employment Standard Branch of the Government of Ontario, it will be deemed overtime work and paid at the rate of double time.

## **ARTICLE 10 - TRAVELLING EXPENSES - ROOM AND BOARD - OUT OF TOWN WORK**

10.01 A free zone shall be established from a central point within the cities in which the Local Union **Offices** are located as **set out** in Schedule "C" to "J" attached hereto and forming part of this Agreement. Effective July 1, 1992 Toronto will have a 32 km free zone from Toronto City Hall. All other Free Zones, except Ottawa, shall be the area within a circle of a radius of forty-eight (48) kilo-meters drawn from such central points. No travel allowance for **jobs** shall be paid within such areas,

10.02 No travel allowance shall be paid within a fifty-six (56) kilometre radius of the intersection of Carling Avenue and Preston Street in Ottawa. This area will be known as the Free Zone.

An employee shall receive a travel allowance of One hundred Dollars (\$100.00) per day on all work located beyond the fifty-six (56) kilometre radius (Free Zone) of the intersection of Carling Avenue and Preston Street in Ottawa.

**10.03** An employer may provide suitable alternative travel, board and lodging instead of making payments referred to in paragraph 10.02. It's subject to agreement by the Employer and the Union. This provision is for projects beyond 200 kilometers.

## ARTICLE 11 - CHECK-OFF

**11.01** The employer shall deduct as a condition of employment and continued employment from the wages of each employee of the Company, dues, assessments and initiation fees in the amount certified by the Union and as set forth in accordance with the Constitution and By-Laws of the Union as from time to time amended. Said deductions shall be remitted by the Employer by the fifteenth day of the next calendar month immediately following the month for which deductions were made, and made payable to the appropriate Local of the O.P. & C.M.I.A. having jurisdiction over the area where the work is being performed.

**11.02** Check-off remittances shall be made at the same time as Welfare and other Employer remittances, on special remittance forms supplied by the Administrator of the Welfare Benefit Trust Fund where a plan exists or by the conference where no plan currently exists.

**11.03** **EMPLOYER CONTRIBUTIONS (E.B.A.)**  
Each employer bound by this Agreement shall contribute a cents-per-hour rate for each hour worked by each employee covered by this Agreement as shown in the schedules and remit such contributions as directed by the E.B.A. in each Local schedule. Such amounts on receipt shall be immediately paid as directed by the E.B.A. as each Employer's contribution to the costs of negotiating and administering the Agreement and the advancement of this segment of the Industry by promotion and education.

In addition each employer shall contribute a further one cent (\$0.01) for each hour worker by each employee covered by this agreement to fund the Ontario Construction Secretariat Such contribution shall be remitted in accordance with ~~this~~ Article.

#### **11.04 CHECK-OFF EMPLOYEE BARGAINING AGENCY**

**Each** Employer bound by this Agreement shall check-off five cents (\$0.05) per hour for each hour worked by each employee covered by this Agreement and remit such deductions with the Welfare and Pension Contributions, **payable** hereunder or direct to the Employee Bargaining Agency where no plan exists; such amounts on receipt shall immediately be paid to the Employee Bargaining Agency by the respective administrator of the Welfare Plan. At no time shall the five cents (\$0.05) check-off be paid directly to the employee.

**Each** employer agrees to deduct one cent (\$0.01) for each hour worked from each employee in the bargaining unit to fund the Ontario Construction Secretariat. Such deduction shall be remitted in accordance with this Article.

### **ARTICLE 12 - HEALTH, WELFARE, PENSION AND OTHER FRINGE BENEFIT PLANS**

**12.01** The rates of contributions for Health, Welfare, Pension and other Fringe Benefit Plants for the Local Unions and the E.B.A. shall be as set out in Appendix "C" to "I" herein.

**12.02** The hourly contribution outlined in Article 12.01 herein shall be dealt with and distributed by the Administrator of the Welfare Trust Fund(s) into various funds as outlined in the Trust Documents.

**12.03** It is expressly understood that the allocation of the total welfare contribution, amongst the existing welfare plans, shall be at the sole discretion of the Union. Notification of said changed allocation shall be given to the

Employer in writing not less than thirty (30) days prior to the date on which the contribution becomes due and payable.

**12.04** Without limiting the terms of the said Trust Agreement, the purpose and intent of such Agreement shall be the purchase Welfare Benefits, Pension Benefits, and to make **such** other disbursements as the Trustees hereinafter referred to shall deem advisable.

**12.05** Payments and or deductions shall be forwarded by first class mail postmarked **no** later than the fifteenth day **of** the **month** immediately following the month in which the hours were earned and at no time shall the payment **be** made to any individual employee.

**12.06** Remittances shall be made in accordance **with** the provisions **of** Article 14 of this Agreement.

**12.07** The disposition of **monies** received by the respective administrator of the Welfare Benefit Plant shall be distributed in accordance with the provisions of Appendices "C" to "J" herein and/or the application Trust document(s).

### **ARTICLE 13 - VACATION WITH PAY**

**13.01** Vacation with pay shall be at the rate of twelve percent (12%), four percent (4%) of which shall be deemed to be payment for Statutory Holidays. Accrued vacation **pay** at the request of the employee shall be paid to the employee in April and October of each year.

**13.02** The Employer will calculate weekly the amount of Vacation Pay accruing to each employee **and** deduct the appropriate income tax on the basis of his gross weekly taxable income inclusive **of** vacation pay.

## **ARTICLE 14 - REMITTANCE CLAUSE**

**14.01** Vacation Pay, Welfare Remittances, Union Dues and Check-off and Apprenticeship Trust Fund and Special Funds Remittances shall be remitted monthly to the Trustees of the **O.P. & C.M.I.A. Welfare Trust Fund** on forms provided by the Administrator of the Trust Fund or on forms supplied by the UNION where no welfare plan exists.

**14.02** The Funds must be received by the Trustees **no** later than the fifteenth **of** the month following the month in which they are earned. And such funds shall be dealt with in accordance with the terms and conditions **of** this Agreement and the relevant Trust Agreements and Appendices herein.

**14.03** In the event an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Article **14.02**, the employer **shall** pay to the Trustees, as liquidated damages and not as penalty, an amount equal to three percent (3%) of the arrears for each month or part thereof, (which is the equivalent of **Thirty-six percent (36%)** per annum), from the due date for any delinquent contributions fifteen (15) days in arrears provided the employer has received five (5) days prior written notice to correct such delinquency and has not done so.

NOTICE: Late remittances will be subject to a charge **of** 3% per month of the total combined amount due.

**14.04** Where the Trustees deem an Employer to be persistently delinquent in the submission of contributions they may require the Employer to post a bond or certified cheque not to exceed **\$25,000.00** (twenty five thousand dollars) to be held in trust by the Trustees for a period to be **determined** by the Trustees.

**14.05** When an Employer falls to remit all delinquent contributions, the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employer under Section 133 of the Labour Relations Act of Ontario. All costs of such actions shall be borne by the delinquent Employer including legal costs.

**14.06** With reasonable cause, the Trustees may request an employer to submit to them, within a stipulated period, a certified audited statement of contributions and/or deductions to these funds for a period not to exceed twenty-four (24) months before the date the audit takes place. Such statements shall reply to the questions submitted to the employer by the Trustees. This procedure does not prejudice any action currently being taken by Boards of Trustees.

**14.07** If the employer does not submit the certified statement as per Article 14.06, the Trustees may appoint an independent chartered accountant to enter upon the employer(s) premises where the payroll records are kept during the regular business hours to perform an audit of the employer(s) contributions and/or deductions to the required benefit plans or funds.

**14.08** Where the Trustees appoint an auditor the cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the employer if the employer is found to be in deliberate violation of the Collective Agreement. In addition, the Trustees may assess a penalty not to exceed \$25,000.00 (twenty-five thousand), if the audit discloses any deliberate violation.

**14.09** In the event such audit reveals that the employer has failed to forward or deliver Contributions and/or deductions In accordance with the provisions of this Agreement, the employer shall, within five (5) days of the receipt of written notice from the Trustees, forward or deliver all outstanding contributions plus any penalties along with completed supporting contribution report forms as required by the fund or plan.

14.10 The Union and/or the Employer Bargaining Agency, with the consent of the Trustees and on behalf of the Trustees, may enforce any part of this Article 14 that relates to the matters arising between an employer and the Trustees. Within such proceedings and again on behalf of the Trustees, the Union and/or the Employer Bargaining Agency may seek all of the remedies contemplated in this Agreement or in the Trust Agreement. Nothing herein precludes the Union and/or Employer Bargaining Agency, on behalf of the Trustees, from filing a grievance and proceeding pursuant to the Construction Lien Act or Section 133 of the Ontario Labour Relations Act or utilizing any other section of the Act in addition to or in conjunction with the aforesaid.

14.11 In the event that a grievance alleging that an employer has failed to make the proper payments to any Trust fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a member of the Union, a business representative, a trustee or the administrator of a trust fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the employer with proper documentary evidence.

14.12 If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a trust fund or administrator as required by this Agreement, determines that an employer has violated the Collective Agreement on the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and

accommodation cost **of all** witness and business representatives, conduct money, cost incurred In serving a summons, any expenses incurred by the Union pursuant to Section **133(4)** or otherwise for the Board **of** Arbitration,

**14.13** In addition to all other remedies available to the Union, the Employer Bargaining Agency, and the Trustees in this Article or in any other portion **of** the Collective Agreement, should the Trustees deem an Employer to be a repeated delinquent in forwarding or delivering contributions or deductions, the Trustees may, upon written notice, require the employer to deliver contributions and/or deductions on **a** weekly basis, commencing with the week beginning the Monday after such notice is delivered by the Trustees. Contributions and/or deductions for each workweek shall be remitted to the Trustees or appropriate administrator at the same time **as** wages are due to employees pursuant **to** Article 6 hereof.

## **ARTICLE 15 - SHOP STEWARDS AND JOB STEWARDS**

**15.01** The Union may appoint and the Employer shall recognize **a** Steward **for** a shop or job. The Employer and/or site Representative shall be notified in writing of the name of the Steward. The Steward shall **be** recognized as the Representative **of** the Union for the shop or job on which he is working and no discrimination shall **be** shown against him for carrying out his Union duties.

**15.02** He shall assist, when requested, in adjusting grievances, differences or misunderstandings which **might** arise out of the interpretation, application or alleged violation of the Agreement.

**15.03** He shall police the Jurisdiction **of** the Union. The Employer agrees that the shop or job steward, all other things being equal, shall **be** one **of** the last three (3) men retained by the Employer.



**15.04** The shop or Job steward on each job will be responsible for reporting any disputes to the Employer and the Union **so** that these **can** be taken up in the proper manner without delay.

## **ARTICLE 16 - UNION REPRESENTATIVE**

**16.01** All Union Representative(s) shall have access to all projects during any working hours. The Union Representative(s) when entering a project shall, where practicable, advise the supervisor of his visit and at no time **shall** interfere with the job progress unless there **is a** matter of dispute on the job, in which case the matter must be discussed with the job supervisor **so** that no unnecessary work stoppage occurs. **He** may inspect appropriate specification should he **so** desire.

**16.02** Whenever security regulations prevent access to any job or project, the Employer or his representative will give all possible assistance to the Union representative(s) in obtaining the necessary pass or permission to gain access to each **job or** project.

**16.03** Officers of the Union shall be granted leave of absence when required for Union business providing that reasonable notice **is** given to the Employer.

## **ARTICLE 17 - FOREMAN**

**17.01** On all projects of the Employer when five (5) or more men covered by this Agreement are employed, the project shall be under the direct supervision of a foreman member in good standing of the Union.

**17.02** Foremen who supervise five (5) to twenty (20) men shall receive the established rate **of** wages as outlined in the local appendices.

**17.03** Foremen's rate to be two dollars (\$2.00)/hour above Journeymen's Rate.

## ARTICLE 18 -WORKING CONDITIONS

**18.01** On all buildings of eight (8) stories or more, the employees shall be at each and every floor according to where the employees are to work, including the eighth floor, and at their place of work at the time for starting work. All other floors above the eighth floor, the starting place shall be the eighth floor at or near the mode of transportation.

**18.02** Employers having men working in elevator shafts and other such openings shall protect their employees from injuries by having enclosures both overhead and under.

**18.03** Closed decks shall be provided on all stationary scaffolds over three (3) meters in heights.

**18.04** Drinking water shall be supplied by the Employer in a sanitary container and disposable drinking cups, on each floor. Water out of the rubber or plastic hoses shall be not considered as sanitary.

**18.05** Employers shall supply derbies, straight edges, feather edges, plumb rods, cornice rods and/or all other tools not outlined in Article 18.10 herein.

**18.06** Proper lights and cords will be supplied by the Contractor. Each employee shall be responsible for these articles and agrees to have money deducted from his pay should he lose these articles; providing there is a suitable lock-up box or room provided by the Employer.

**18.07** Mortar boards for browning and finishing shall be at least sixty-six (66) centimeters off scaffold erected on the inside of the building. When this is impossible, then forty-six (46) centimeters will suffice. When work is performed from scaffold too small to accommodate finishing or browning board, high stand will be provided where possible.

**18.08** All employees shall report for work properly dressed with white overalls and white shirt. Hard hats and

hard-soled boots and safety glasses shall be worn in compliance with the Safety Act. Employees employed on bituminous products shall be allowed to wear other garments if they so desire.

**18.09** Employees of **Rigid** Insulation Contractors shall be supplied with coveralls when employed on bituminous products at no cost to the employee.

**18.10** All plasterers are to have a **full** kit of tools consisting of the following: Browning Trowel, Finishing Trowel, Gauging Trowel, Pointing Trowel, Hawk, Float, One Paddle, One Proper Finishing Brush, One Set of Milter Tools (to consist of a set of small tools, a set of joint rods, a pointing tool and a tool brush), One Hammer, One Chalk Line, One Level, Snips, Saw, a Square and a Rule, a Set of Three (3) Broad Knives, Gyproc board Knife, Axe, Safety Glasses, Stainless Steel Trowel, Measuring Tape, Putty Knife, Drywall Knife, Corner Tool, Rasping Tool, Clean Brush, Drill/Screw Gun, Hand Level and **Plumb** Bob. Drywall taper to supply own pole sander - employer will supply sand paper,

**18.11** When an employee has to start on another job at **8:00** A.M. the next morning, he shall be allowed adequate time not less than fifteen (15) minutes according to job conditions to clean and pack his tools.

**18.12** When an employee is laid off he shall receive one (1) hour's notice with pay and shall be permitted to leave the job.

**18.13** Any employee sent out by the Union to a job at the request of the Employer, or his representative, shall be paid the equivalent of one (1) hour's pay if he is not employed at the time designated between the Employer's representative and Business Agent.

**18.14** When a workman is required by the Employer to report to work at the Employer's shop or **job**, and work is not available due to Inclement weather or other reasons, he

shall receive one (1) hour's pay at single time and parking expense **with receipt.**

**18.15** Contractors shall move tool kits when an employee is moving to another job for the same contractor (if no transportation is available) or pay with receipt any additional parking costs.

**18.16** The Employer shall (when feasible) supply a satisfactory lock-up properly heated and large enough area for employees to change and to leave tools and clothing and properly made tables and benches for lunch.

**18.17** Spraying by machine shall be stopped in sufficient time to allow the work to be brought **at a** satisfactory finish. No spraying **shall be** commenced before **8:00 A.M.** or after 3:30 P.M. - two (2) tradesmen shall be required to alternate on handling of the nozzle during the regular work day.

**18.18** Putty coat finish shall be gauged on tempering board only, by the Plasters.

**18.19** All walls and ceilings in the browning **must** be screeded with a rod both vertically and horizontally and all browning **must** be floated. Screeds **must** be true and straight, **all** angles **must** be feather-edged, straight and true in the finish coat. Members shall not discriminate against improved plastering methods and material.

**18.20** Coffee breaks shall be of ten (10) minute duration, once in mid-morning and once in the mid-afternoon and once in mid-shift period of each subsequent four (4) **hour shift** within any twenty-four (24) **hour period.**

**18.21 SWING SCAFFOLD**

Any employee required to **work** on a swing scaffold or **bosun's** (boatswain's chair) shall be paid One Dollar and fifty cents (**\$1.50**) an hour over and above the regular straight time rate.

**18.22** The Parties agree to comply with the provisions of the Occupational Health and Safety Act, 1978.

**18.23 DUST AND NOXIOUS FUMES**

The Employer shall ensure that his employees are protected from the dust of terrazzo grinders, noxious fumes and drywall **sanding** and shall provide C.S.A. approved masks when working on drywall sanding.

**18.24** Where employees are required to work on a regular basis with material that has been declared injurious to their health by the appropriate Government Agency (i.e. spray fibre asbestos, urethane spraying, etc.) the following medical protection shall be supplied.

The Employer shall give the employees time off with pay to take a medical examination once a year.

**18.25 AGREEMENTS** No Employer shall make individual agreement with members nor shall A member make an individual agreement with an Employer.

**18.26 Working conditions** No employee shall use a personal cell phone or radio except during breaks and lunches.

**Article 19 - Grievance and Arbitration Procedure**

**19.01** Where a difference arises between the parties hereto, or between any of the parties hereto and any person upon whom this Agreement is binding, relative to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitral, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted under the following provisions.

**19.02** No adjustment of a complaint or settlement of a grievance shall be made that is inconsistent with the terms and provisions of this Agreement.

**19.03** No Employer, Employee, Association or Union shall make any private arrangements that may conflict with the terms and provisions of this Agreement.

**19.04** A time limit of sixty (60) calendar days from the actual knowledge of the grievance by the Business Representative shall apply to the filing of a grievance with respect to wage claims, contributions for welfare, pension or supplementary unemployment benefit plans, vacation and statutory holiday pay, deductions for union dues check-off or union dues supplement, contributions or deductions, whichever the case may be, for Union and Employer administration funds, and for apprenticeship and training plans or funds.

**19.05** All time limits mentioned in the Grievance Procedure may be extended by mutual agreement in writing. In determining time limits, other than the time limits for the filing of grievances, Saturday, Sunday, and Statutory Holidays shall be excluded. Where no answer is given within the time limits, the aggrieved party may proceed to the next step in the procedure.

**19.06** It is understood and agreed that an employee has no grievance until an opportunity has been given to adjust a complaint. The employee may discuss the matter, with or without the Steward or Business Representative, with his foreman or other supervisory personnel. Failing settlement of a complaint with two (2) days, a grievance may proceed.

**19.07** No grievance, except those grievances referred to in 19.04, shall be entertained by either party unless filed by the aggrieved party within ninety (90) calendar days of the circumstances giving rise to its occurrence.

**19.08** All grievances shall set down the nature of the grievance, the article or articles of this agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change except by mutual agreement in writing.

**19.09 STEP ONE**

The grievance shall be discussed between the Steward and Business Representative and the official of the employer

named by the employer to handle grievance at the Step. If a satisfactory settlement is not reached within **two** (2) days from the date it is filed, the grievance may be processed at Step Two at any time within five (5) days thereafter.

#### **19.10 STEP TWO**

The grievance shall be filed with the Business Representative and with a representative of the applicable local or trade employers' association. If a satisfactory settlement is not reached within five (5) days of the date it is filed, the grievance may be processed to final and binding determination under section **133** of the Ontario Labour Relations Act, at any time within **thirty-five** (35) days thereafter.

**19.11** Monetary settlements of a grievance involving employee(s) shall be forwarded to the Local Union for distribution to the **grievor(s)**.

### **ARTICLE 20 - JURISDICTIONAL DISPUTE**

**20.01** Jurisdictional controversies on disputes affecting or involving parties to this Agreement or to members of each of them shall be settled according to the plan for the settlement of jurisdictional disputes in the construction industry. The work shall be awarded according to a previous agreement between trades or decision of record. Such decisions will be accepted and complied with by each of the disputants and unless reversed by a subsequent ruling of the appeals or a hearings panel set up under the procedures outlined in the plan for the settlement of jurisdictional disputes, the decision shall be final and binding on all involved.

**20.02** Jurisdictional disputes or differences over work assignment involving or affecting any party to this Agreement shall not result in any work stoppage or interference with the progress of the work,

**20.03** It is understood that the assignment of the work shall be by traditional, historical trade and area practice and the settlement of jurisdictional disputes with other building trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdiction Disputes Board for the settlement of Jurisdictional Disputes or any successor agency of the Building Construction Trades Department.

#### ARTICLE 21 - SEVERABILITY CLAUSE

**21.01** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of the Agreement shall not invalidate the remaining parts or provisions thereof.

#### ARTICLE 22 - LOCKOUTS - STRIKES

**22.01** During the terms of this Agreement, the Union shall not call or authorize a strike against the company.

#### ARTICLE 23 - MANAGEMENT RIGHTS

**23.01** The Union recognizes that the management of all work and employees, including the direction and scheduling of the working forces and the affairs of the Employer, such as production method, control of the quality and quantity of work, right to hire, discipline, retire, lay-off, promote, transfer or discharge for cause, is vested exclusively in the Employer, providing that it shall not be exercised in a manner which is inconsistent with the terms and conditions of this Agreement.

#### ARTICLE 24

**24.01** Notwithstanding the requirement of the master agreement, in addition to the established conditions there-



in the Union and Employers agree that the special conditions outlined in the attached Appendices "A" to "J" shall apply to and form an integral part of this Agreement mutatis mutandis.

## **ARTICLE 25 - DURATION OF AGREEMENT**

**25.01** This Agreement shall be affective and operative from the 1st day of May 2004 and shall remain in full force and affect until 30th day of April 2007.

The agreement will be renewed for the period May 1st, 2004 to April 30, 2007 on the conditions set up herein.

**25.02** Should either party to this Agreement desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given within one hundred and twenty (120) days prior to the termination date of this Agreement. On receipt of such notice, the parties to the Agreement shall convene a meeting within thirty (30) days and bargain in good faith to endeavor to reach a agreement. If no such written notice is given, this Agreement shall be automatically renewed and remain in force biennially from its expiry date.

## **ARTICLE 26 - THE STANDARD LANGUAGE OF THE AGREEMENT**

**26.01** In the event that there a conflict between any article of the master agreement and a local area appendix the local area appendix article shall govern.

## **ARTICLE 27 - PAY EQUITY**

**27.01** The parties agree that as of January 1, 1991 there are no female dominated job classes within the bargaining unit, and, therefor] there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

## ARTICLE 28 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT

**28.01** Where a particular **clause(s)**, **article(s)** or **provision(s)** contained within this Collective Agreement works a hardship in a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Employer **Association** and/or Local Trade Association may reach a Memorandum of Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment and such Local Agreement shall be ratified by the Employer and Employee Bargaining Agencies.

Where the Local Union and the Local Employers Association and/or **Local Trade** Association agree on a procedure to amend the terms of the Local Schedule and/or Trade Appendix, as it applies to their local area, then that procedure shall be ratified by the Employer and Employee Bargaining Agencies and the procedure hereunder shall not be applicable to requests for amendment(s) to the Local Schedule and/or Trade Appendix applicable to their local area.

Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Provincial Joint Conference Board (**the "PJCB"**) by either party in accordance with paragraph B hereunder.

**28.02** Where no agreement **is** reached between the parties in accordance with paragraph A, either party may refer the matter to the **PJCB**. the **PJCB** shall be made up of an equal number of representatives, as appointed by the Employee **Bargaining** Agency and by the Employer Bargaining Agency. Appointments to the **PJCB** shall **be** made with regard to the matter in dispute and will not **include** representatives of the Local Union, the Local Employer Association or the **Local** Trade Association directly affected by the dispute.

The PJC B shall meet with the parties and attempt to resolve the matter(s) in dispute. The PJC B will have no power to make final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the PJC B to make a final and binding determination. Where the PJC B is authorized to make a final and binding determination, the PJC B shall render such a decision based only on unanimous agreement of all representatives of the PJC B or in the absence of a recorded dissent by a representative of the PJC B. Where the matter(s) is dispute is not resolved within by seven (7) calendar days, it may be referred in accordance with paragraph C hereunder.

**28.03** The Local Employer Association and/or Local Trade Association and Employer Bargaining Agency May refer any matter not resolved under the terms of paragraph A or B to final and binding determinations by an Arbitrator selected from a list of persons to be agreed to by the parties, who is available to deal with the dispute within the time limits set out herein.

- (i) The Local Employer Association, Local Trade Association or the Employer Bargaining Agency may propose amendments, which would apply to any of the following:
  - (a) The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector or a specified kind of that work.
  - (b) The market in which it is performed, which could be work performed for all of the industrial, commercial and institutional sector or a specified market in it.
  - (c) The location of the work, which could be work performed in all of the affiliated bargaining agent's geographic jurisdiction or a specified portion of it.

- (d) Amendments with **respect to a specific job or project.**
- (ii) The Application may seek only amendments that concern **the following** matters:
  - (a) **Wagès**, including overtime and shift differentials,
  - (b) Accommodation and travel allowances.
  - (c) Hours of **work** and **work** schedules.

The Local Employer Association and/or Local Trade Association and the Employer Bargaining Agency agree that they will not refer frivolous or minor claims under this Article.

**28.04** The person selected to arbitrate any matter pursuant to paragraph **E** below shall, at the request of either party, meet with **the** parties and may attempt to mediate the matters in dispute, but in no case shall the time periods in paragraph **E** be exceeded.

**28.05** The **Local** Employer Association and/or **Local Trade** Association and the Employer Bargaining Agency shall submit **its** final **position with** regard to amendments to the Collective Agreement, to the Arbitrator, with a copy to the **Local** Union and the Employee **Bargaining** Agency at **the same as** its referral to the arbitrator. **The** Local or the Employee Bargaining Agency shall submit its final Proposal for Amendment (if any) to the **Collective** Agreement to **the** Arbitrator, and to **the** applying party within ten (10) days of the **referral**. **The** Arbitrator shall, at **his** of her sole discretion, hold hearings or **request** further clarification from either party, or if **satisfied that the** terms of the Collective Agreement place the **Employer(s) at a** competitive disadvantage **with** respect to the matters referred to in paragraph **C(i)** hereof, **the** Arbitrator shall choose **the** Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. **Such** selection shall be made within fourteen (14) calendar days of **the** date of the referral by the **Local** Employer **Association**

and/or Local Trade Association and Employer Bargaining Agency and shall amend the Collective Agreement as proposed. The Arbitrator shall not provide reasons for his or her selection.

The Arbitrator shall select the final proposal which most achieves the objective of removing the competitive disadvantage under paragraph A and with the least changes of the terms of the Collective Agreement.

**28.06** No amendment(s) pursuant to this Article will have application of precedential effect, following the expiry date of this Collective Agreement.

**28.07** Where the Local Employer Association and/or the Local Trade Association and the Employer Bargaining Agency has made a final proposal pursuant to paragraph E and such proposal has been rejected by an arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

**28.08** The Employer Bargaining Agency agrees to appose any request or application by any employer group or association to become a Designated Regional Employers Organization under Bill 69, other than the local Employer Associations and Local Trade Associations referred to in and covered by this Collective Agreement.

## **ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE**

**29.01** The Parties to this Agreement hereby agree to establish a joint Labour Management Committee with equal representation, This Committee shall hold regular or special meetings as circumstances warrant, but in any event, it shall meet at least once every six months. The Committee shall have the power to clarify matters arising out of this Agreement and to consider matters proposed by either party for the improvement of labour-management relations.

**Signed on behalf of the:  
Employer Bargaining Agency**

**Walls & Ceilings Contractors Association**

**Dave Gibson  
Dan D'onovan**

**Construction Labour  
Relations Association of Ontario**

**Joe Keyes**

**Signed on behalf of the:  
Operative Plasterers and Cement Masons' International  
Association of the United States and Canada Local 124**

**Richard Corcoran      Local 124 Province wide Local**

## APPENDIX "A"

A list of those contractors who to the knowledge of either party are bound by the collective agreement.

### OTTAWA

100878 CANADA LTD.  
150960 CANADA INC. CONSTRUCTION, REJEAN LACROIX  
A & D ENTERPRISE  
A & G D'ANGELO  
A. A. D'ANGELO DRYWALL  
A, F. MARTINS BROTHER DRYWALL  
A.B.B.L.O. CONSTRUCTION  
A.I.C. (APPLIED INSULATION CO.)  
ACC PARR SYSTEMS  
ADVANCE DRYWALL  
AIME SEGUIN (1969) INC.  
ALPINE DRYWALL  
ANCTIL & CHARTIER CONTRACTORS  
ANTONIO MARQUES DRYWALL  
ARCHAMBEAULT A & CIE LTEE.  
ARIES CONTRACTING  
ARISTOCRAFT  
ARMSTRONG CONTRACTING CO.  
ASBESTOS EAMEN  
ASBESTOS ERECTORS OF CANADA LTD.  
ATLAN 4 CONSTRUCTION. INC.  
ATLANTIC DRYWALL (1997) LTD.  
ATLAS ASBESTOS CO. LTD.  
AUSTIN CO.  
B & H CONTRACTOR  
B. J. NORMAND PLASTERING LTD.  
BALDASSARE BROTHERS LTD.  
BASCELLI CONSTRUCTION CORPORATION  
BEAUSOLEIL LOUIS DRYWALL  
BELLEY A. CONSTRUCTION  
BELMONT DRYWALL SYSTEMS  
BROWN DRYWALL & LATHING  
BRUCE BENSON LTD.  
BRUNET BROTHERS ACOUSTICS LTD.

BRUNET BROTHERS LTD.  
BRUNSWICK DRYWALL  
BURNSIDE DRYWALL  
C & B DRYWALL  
C & C DRYWALL  
C & D INTERIOR  
C & D INTERIORS  
C & F ENTERPRISES  
C. & J. LEMAY INC.  
CAMBARERI CONST.  
CANADIAN ACOUSTICS & PARTITIONS LTD.  
CANADIAN JOHNS MANVILLE  
CAPE INVESTMENT LTD.  
CARDON ENR.  
CARLETON FORMWORK LTD.  
CARLETON INSULATION REG'D  
CARLETON PLASTERING LTD.  
CARRIER BROTHERS ACOUSTICS LTD.  
CASEBRIDGE CONSTRUCTION.  
CASSIDY E. W. CONSTRUCTION. LTD  
CASTONGUAY CONSTRUCTION LTD.  
CEM AL SPRAY LTD.  
CERVINO PLASTERING & DRYWALL  
CESARONI BROTHERS LTD.  
CESARONI CONTRACTING INC. '  
CHIMO DEVELOPMENT INC.  
CHATEAUGUAY DRYWALL INC.  
CITYMARK CONSTRUCTION  
CITY PAINTING INC.  
CIVIC DRYWALL  
COMMERCIAL CONSTRUCTION  
CONSTRUCTEC INC.  
CONSTRUCTION HABITANT  
COUSINEAU & BENOIT  
CREDAL CONSTRUCTION INC.  
CUROC CONSTRUCTION LTD.  
D & T DRYWALL  
D. D'ANGELO DRYWALL  
D.M.C. CONSTRUCTION  
D.V.C. INTERIORS



D'ANGELO PLASTERING CO. LTD.  
DALACOUSTICS CONTRACTORS LTD.  
DCL DRYWALL  
DEAN CHANDLER REG'D. INSULATION  
DEWAR INSULATION INC.  
.DIAMOND CONTRACTION  
DIXON DRYWALL INC.  
DONALCO SERVICES LTD.  
DONALD CARPENTIER  
DONOVAN & LEBEAU LTD.  
DUET INTERIOR  
DURABUILT CONSTRUCTION INC.  
DURAWALL  
E. A. FERNAVAL LTD.  
E. CHAFFEY & SON  
EASTERN PLASTERING LTD.  
ELDOM DRYWALL LTD  
F. M. BRONCH CO.  
FERANO CONSTRUCTION LTD.  
FOAM APPLICATION (1971) INC.  
FORTIN ENTERPRISES & ASSOCIATES  
FOURNIER A. LTEE.  
FOURNIER PLASTERING  
FRANK LEGERE & SONS PLASTERING  
FRANZ PATELLA CONSTRUCTION  
G. E. MARSON CONTRACTING LTD.  
GALANG LATHING CO. LTD.  
GAMBIN BROTHERS LTD.  
GARETH BRASH  
GAUTHIER J. PAUL  
GIAMBERDINO LTD.  
GILLESPIE RESTORATION PAINTING LTD.  
GILLIN ENGINEERING  
GREER & BLANFORD LTD.  
GROUPE PICHE LTD.  
HALLAM PLASTERING LTD.  
HAMEL DON DRYWALL  
HAR CAN LTD.  
HAWKESBURY DRYWALL REG'D.  
HOMEC DRYWALL LTEE.

HOULE DRYWALL ENR.  
HULL OTTAWA DRYWALL  
I.T.R. ACOUSTIQUE INC.  
IDEAL LATHING PLASTERING & DRYWALL REGD.  
IELSI PAINTING INC. DRYWALL  
INTERIOR CONSTRUCTION LTD.  
ISOLATIONS THERMO CONFORT  
J. A. MCDONALD (LONDON) LTD.  
J. H. LEVESQUE PLASTERING & DRYWALL  
J. P. DRYWALL  
J. P. GODDARD HOLDING  
J. P. L. CONSTRUCTION, INC.  
J. P. L. LATHING & DRYWALL LTD.  
J. R. NOEL PLASTERING LTD.  
J.P. ACOUSTIQUE ENR.  
JALAP INC.  
JEAN MARC DOYON DRYWALL  
JENSEN & HEAD LATHING  
JIRIUS CONSTRUCTION  
JOE LAPLUME LTD.  
JOE LELIEVRE DRYWALL REG'D.  
JOHN GRAHAME & ASSOCIATES LTD.  
JOHN MCQUEEN  
JOHN OTTAWA PAINTONE  
JOS ARBAR  
KORECK REPAIR REG'D.  
KOBERT & GERARD BENOIT INC.  
KORBAN (1997) INC.  
KORBAN INC.  
KORMA DEVELOPING LTD.  
L. & L. DRYWALL  
LABROSSE PARTITIONS LTD.  
LABROSSE & GIBSON LTD.  
LAFONTAINE & MORISSETTE DRYWALL  
LAFONTAINE & MORISSETTE DRYWALL CO.  
LAMOUREAU & FRERES  
LANGEVIN & EMARD  
LAPORTE BROTHERS  
LAPRON CONSTRUCTION  
LARIVIERE CONSTRUCTION

LAVICTOIRE LTD.  
LEADER STRUCTURES (OTTAWA) LTD.  
LEDUC & ASSOC. CONST.  
LEFEBVRE LATHING  
LENTON, ARTHUR & SON LTD.  
LES CONSTRUCTION EN-PHASE  
LES CONT. F.T.R. CHARBONNEAU  
LES ENTREPRISES ADJÉCA  
LES PEINTURES CLOVITEX  
LESSARD DRYWALL ENR.  
LICARI, FRANK & SON REG'D.  
LINCOLN'ARROW ACOUSTICS FLOORING CO.  
LOSEREIT SALES & SERVICE LTD.  
LUC PLASTERING & STUCCO CONTRACTOR  
LUCIEN CLOUTIER PLATRE & STUCCO  
LUCIEN LAFRAMBOISE  
M&R INTERIOR SYSTEMS  
M. & AL. ROOFING LTD.  
M. & A. ACOUSTICAL & DRYWALL CONTRACTORS  
M. & U. MASONARY CO. LTD.  
M.C.Y. CONST. LTD.  
MAC WALL CONSTRUCTION LTD.  
MAILLY ENTERPRISES  
MANDELLA FORMING LTD.  
MARC & GUY TIREURS DE JOINTS  
MARCANTONIO CONSTRUCTION  
MARCANTONIO P & C PLASTERING DRYWALL  
MARCEL CHAPUT DRYWALL  
MARFOGLIA & SON  
MARIO DRYWALL  
MARION CONSTRUCTION  
MARITIME PLASTERING (CANADA) LTD.  
MARKEY BROS.  
MARPHIL DRYWALL LTD.  
MENDES CONSTRUCTION DRYWALL  
MODERN CEILING LTD.  
MONTAUBAULT DRYWALL  
MUNDET CORK AND INSULATION  
MURPHY & MORROW LTD.  
MURS SECS JALAP INC.

NABROKE  
NATION CONTRACTORS LTD.  
NATION DRYWALL CONTRACTORS LTD.  
NEPEAN DRYWALL  
NEVES CONSTRUCTION CO. LTD.  
NEW DIVISION CONST. CO.  
NEW STYLE DRYWALL INC.  
NICK GIAMBERARDINO & BROS. LTD.  
OLIVIER INDUSTRIES  
ONTARIO CONCRETE FINISHING LTD.  
OTTAWA G.S.B. CONSTRUCTION CO. LTD.  
OTTAWA INTERIOR SYSTEMS  
OVERALL DESIGN CONSTRUCTION LTD.  
P. J. B. CONTRACTORS  
PALMEX INTERIOR SYSTEMS  
PARITY DRYWALL & ACOUSTICS LTD.  
PATELLA CONSTRUCTION  
PAULS CONCRETE FLOORING  
PINO DRYWALL  
PLANO CONSTRUCTION INC  
PRECISION CONSTRUCTION INC.  
PROTECTIVE PLASTICS LTD.  
QUALITY STUCCO  
QUANTIM CONSTRUCTION. LTD.  
R. L. WILSON CONSTRUCTION LTD.  
R. MAC CONTRACTING  
ROSMAR DRYWALL  
R. P. LEFEBVRE PARTITIONS LTD.  
READ FRANK PLASTERING DRYWALL  
RICHARD PAGE LATHING & DRYWALL LTD.  
RIDGEWOOD INSULATION LTD.  
ROCH CAYER LTD.  
ROGER CAYER, LES ENTREPRISES LTEE.  
ROGER PROVOST CONSTRUCTION LTD.  
ROLAND FRECHETTE INC.  
RONCO CONSTRUCTION  
ROSS. D. NEILL LTD.  
ROSSINI AL LTD.  
ROY & ROY DRYWALL LTD.  
RUFINO & MARIO DRYWALL

S. & D. GIAMBERARDINO LTD.  
S. BUFFONE PLASTERING & DRYWALL  
SEAWAY VALLEY PLASTERING  
SECURITE & PLUS  
SOUBLIERE INTERIORS  
SOURCE FOUR  
SAPACON CONSTRUCTION  
ST. LAURENT BIBEAU  
ST. LAURENT PLASTERING LTD.  
ST. LAWRENCE NORHTDOWN  
STEWART WATSON CONSTRUCTION LTD.  
STUCCO SOLUTIONS OTTAWA INC  
SYMETRIE  
SYSTEMES INTERIEURS JACQUES BOUCHER  
SYSTEMES INTERIEURS JEAN BERNARD  
T.O.B. CONSTRUCTION  
T.O.B. CONSTRUCTION GENERAL CONTRACTOR  
THE ASBESTOS COVERING CO. LTD.  
THE CANADIAN ASBESTOS CO.  
THERMO TECH INSULATION  
THORNHILL INSULATION  
V. J. CIANCI ENTERPRISE LTD.  
V. K. MASON LTD.  
VALERIE BROCHU INC.  
VALLEY INTERIOR  
W. F. FLYNN & CO,  
WALLS SYSTEM OF CANADA  
WESTRIDGE ESTATE  
WISMARCH DECOR REG'D.  
YES PAQUET  
YUSTIN INTERIORS LTD.  
YVON GAUVEAU  
Z & Z DRYWALL CONTRACTOR  
ZALESKI ENTERPRISES

#### SARNIA

A. C. & S. CONTRACTING LTD.  
ACRES DAVY MCKEE LTD.  
ALLPIPE CONSTRUCTION LTD.  
AREA CONSTRUCTION LTD.

AUTOMATIC SPRINKLER LTD.  
B. & D. INSULATION LTD.  
B. G. CHECO INTERNATIONAL LTD.  
BENKIXEN FABRICATING LTD.  
BESOMAR MANUFACTURING INC.  
BICE SPECIALTIES LTD.  
BIGELOW-LIPTAK OF CANADA LTD.  
BIGRAS, RAY, DRYWALL & ACOUSTICS LTD.  
BRAVO CEMENT CONTRACTING (LONDON) LTD.  
BROGDEN, EDWARD LTD.  
BROOME, WM. J. LTD.  
BURKRAFT FABRICATING LTD.  
C & C ENTERPRISES ELECTRICAL CONST. LTD.  
C. J. BRIGHT MECHANICAL LTD.  
CAIN, JOHN ELECTRIC LTD.  
CALLUM PLUMBING & HEATING CO. LTD.  
CANADA-WIDE INSULATION LTD.  
CANADIAN INDUSTRIAL ELECTRIC  
CANADIAN INSULATION SERVICES  
CAPRICORN ACOUSTICS & DRYWALL LTD.  
CARSWELL, FLOYD ELECTRIC LTD.  
CENTURY PAINTING & SANDBLASTING  
CHALMERS, DOUG CONSTRUCTION LTD.  
CHEMFAB MECHANICAL CONTRACTORS  
CHRISTOPHER ELETRIC LTD.  
COLLAVINO INC.  
COLLIER CONTRACTING LTD.  
COMBUSTION ENGINEERING SUPERHEATHER LTD.  
COMMERCIAL & INDUSTRIAL INSULATIONS LTD.  
CON-ENG CONTRACTORS INC.  
COPE CONSTRUCTION CO.  
CORUNNA FABRICATING LTD.  
CSERNI CONSTRUCTION (SARNIA) LTD.  
CURRAN CONTRACTORS LTD.  
CUSTOM FLOORS LTD.  
DA CUNHA, MANUEL MASONRY CONT. LTD.  
DI COCCO CONTRACTORS LTD.  
DOMINION MAINTENANCE LTD.  
DOUGLAS REFRIGERATION INC.  
EAMEN & RIGGS INC.

EDGE EXCAVATING  
EDWARDS POWER DOOR (CANADA) LTD.  
ELECON LTD.  
EMPIRE MECHANICAL CONT. (SARNIA) LTD.  
F.S.P. MECHANICAL CONTRACTORS LTD.  
FABBR! TILE INC.  
FRANKEL STEEL LTD.  
G. & E. VANBOVEN FABRICATING LTD.  
GARE ELECTRIC LTD.  
GILBERT CONSTRUCTION (1981) LTD.  
GOODFELLOW, S.P. CONSTRUCTION LTD.  
GORDON'WELDIN & UNDERWATER MARINE  
GREAT LAKES FABRICATING  
GRUENING STEEL SERVICES LTD.  
HARKNESS WATERS LTD.  
HARRIS-TURNER ENGINEERING INC.  
HEIRONS CONSTRUCTION  
HEIST, C. H. LTD.  
HOUSTON J. F. LTD.  
HURON VALLEY METAL MASTERS LTD.  
I C S CONSTRUCTION LTD.  
IMPERIAL INSULATION & ROOFING (SARNIA)  
INSTA-REK (DIV. SOUTHAR & STOKES CONT)  
J. DEWAELE  
JOOSSEE, JOHN CONSTRUCTION LTD.  
KEL-GOR LTD.  
KELL MECHANICAL LTD.  
LAMBTON LATHING AND PLASTERING LTD.  
LAMSAR MECHANICAL CONTRACTORS  
LOARING CONSTRUCTION CO. LTD.  
M B L INTERNATIONAL CONTRACTORS INC.  
M H G INTERNATIONAL LTD.  
M H G INTERNATIONAL-DOMINION BRIDGE-JV  
MAATEN CONSTRUCTION CO. LTD.  
MACDONALD, J.A. (LONDON) LTD.  
MACKENZIE BLACK FABRICATING CO.  
MANDEVILLE-SCOTT LTD.  
MAR-D CONTRACTORS  
MARITIME WELDING LTD.  
MARIUZ BROTHERS PLASTERING

MCCORMICK, K. L. PAINTING CO.  
MCINTOSH, WALLY, PLUMBING & HEATING LTD.  
MCKAY, R. W. (1975) CONSTRUCTION LTD.  
MCKAY-COCKER CONSTRUCTION LTD.  
MELLON, PAUL ENTERPRISES LTD.  
MINATO & MUSSIO TERAZZO & TILE LTD.  
MOLLER, M. C. PLUMBING & HEATING LTD.  
MOORE, T. MECHANICAL CONT. LTD.  
MOORETOWN INSULATION CONTRACTORS LTD.  
NADROFSKY CORPORATION  
NATIONAL CONSTRUCTION CORPORATION LTD.  
OPRON ONTARIO CONSTRUCTION INC.  
P.P.G. INDUSTRIES CANADA LTD.  
PALMER, AS. ASSOCIATED LTD.  
PARAMOUNT PAINTING & DECORATION LTD.  
PLIBRICO (CANADA) LTD.  
POWER INSTALLATIONS(SARNIA) LTD.  
RADE MASONRY LTD.  
RANKING, D. W. LTD.  
REDMOND MECHANICAL CONTRACTORS LTD.  
RICHARD'S MASONRY LTD.  
RICH-MAC CONSTRUCTION CO. LTD.  
ROBBINS, G. L. CONSTRUCTION LTD.  
**ROSS CONTRACTORS & ENGINEERS**  
S.N.C/F.W.  
SANDERCOCK CONSTRUCTION (1976) LTD.  
SANDRIN BROTHERS (1968) LTD.  
SARNIA MILLWRIGHT SERVICES  
SHEAFER TOWNSEND CONSTRUCTION LTD.  
SPIERS INDUSTRIAL LTD.  
STATE ELECTRIC CO. LTD.  
STEEPLEJACK SERVICES (SARNIA) LTD.  
STEWART INSTRUMENTS  
SUMMIT INSULATION  
T.R.E.L. OF SARNIA LTD.  
TEE-JAY INSTRUMENTATION SERVICES LTD.  
**TIME GLASS**  
TONKA CONSTRUCTION (CANADA) LTD.  
TORNADO INSULATION LTD.  
TRISAR LTD.



UP-RITE DOOR LTD.  
VIPOND AUTOMATIC SPRINKLER CO. LTD.  
VOLLMER & ASSOCIATES CONTRACTORS LTD.  
WALLACE REG CONSTRUCTION LTD.  
WESTEEL-ROSCO LTD.  
WESTERN STRESS RELIEVING SERVICES LTD.  
WILDING INDUSTRIAL DOORS LTD.  
WORLD (CONTRACT) STRESS CORP. LTD.

#### HAMILTON

ALLIED ACOUSTIC LTD.  
C. CHEWTER & SON  
DRYWALL BY JAMIESON LTD.  
J. S. DORSON & SON CO. LTD.  
JOHN E. SMITH CONTRACTING LTD.  
LEONARD HEWNSON LTD.  
P. J. DALY PLASTERING CONTRACTORS LTD.  
PURSANTIC PLASTERING & DRYWALL  
SKEATS BROTHERS

#### SUDBURY

B. & L. PLASTERING CO.  
B. ROY PLASTERING CO.  
CERRI AND CANDUSSO PLASTERING  
COLLIER PLASTERING CO.  
J. P. BELANGER PLASTERING CO.  
M. NATALE PLASTERING CO.  
NICKEL CITY PLASTERING CO.  
PROSPERI PLASTERING CO.  
R. LAUZON PLASTERING  
URQUHART AND EDWARDS PLASTERING  
VENICE PLASTERING  
ZIRALDO PLASTERING

#### TORONTO

ASBESTOS COVERING COMPANY LTD.  
BANDFORD INSULATION LTD.  
CANADA ASBESTOS  
CANSYL INSULATION INC.  
CHEM-AL SPRAY LTD.

DEWAR INSULATION INC.  
DIVISION SEVEN INSULATION INC.  
DONALDCO SERVICE INC. .  
F & J INSULATION LTD.  
FINDLAY JONES INSULATION  
GENCON CONSTRUCTION LTD.  
ICI INSULATION  
INSCAN CONTRACTORS  
LEONARD HEWSON LTD.  
MCMULLEN & WARNOCK INC.  
SASHA INSULATION  
TORNADO INSULATION

#### WINDSOR

ART HOME IMPROVEMENTS AND PLASTERING  
CAPITAL PLASTERING CO.  
~~DOMINION~~ PLASTERING CONTRACTORS  
GEORGE D. JANDRIC  
IDEAL PLASTERING CO. LTD.  
INTERNATIONAL PLASTERING CONTRACTORS  
J. A. MACDONALD (LONDON) LTD. ACOUSTICS  
J. C. MCGREGOR LTD.  
JOHN M. M. TROUP LTD.  
KENT ACOUSTICS LTD.  
KIMBALL & RUSSEL (ONTARIO) LTD.  
KITISIS BROTHERS PLASTERING  
MALEC ACOUSTIC & DRYWALL  
METROPOL PLASTERING LTD.  
STAR PLASTERERS

#### APPENDIX "B"

O.P. & C.M.I.A. LOCAL 124  
OTTAWA, ONTARIO  
PROVINCE WIDE LOCAL

## "APPENDIX C"

CENTRAL REGION  
LOCAL 124 -TORONTO

**1.00** TERRITORIAL JURISDICTION  
The counties of Victoria, Durham, Ontario, York Dufferin, Simcoe, Peel and the Districts of Muskoka and Haliburton, **also** part of the County of Halton as described in Board Area E.

**2.00** THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Fore man	Vacation pay 10%	Health & Welfare	Pension Fund	Training Fund	Organizing Fund	Total package	Union dues	OPC Fund (incl. OCS)	EBA (incl. OCS)
14-May-47	30.50	32.50	3.05	2.00	4.63	0.20	0.20	40.58	4% OF gross	0.10	0.30
04-May-48	31.00	33.00	3.10	2.00	5.23	0.20	0.30	41.83	4% OF GROSS	0.10	0.30
03-May-09	31.65	33.65	3.17	2.00	5.66	0.20	0.40	43.08	4% OF GROSS	0.10	0.30

- (i) The E.B.A. Ind. Fund contribution is to be sent by the 15th of the following month to the Welfare Plan Administrator and forwarded by them to Manion, Wilkins & Associates, Ltd.
- (ii) The Employee Bargaining Agency Check-Off and Dues are to be sent to the Welfare Plan Administrator using the forms provided by Manion, Wilkins & Associates, Ltd.
- (iii) Effective from June 29, 1988 there is a 32 km free zone from Toronto City Hall. Travel expenses as per Article 10.02.

## **“APPENDIX C”**

### **CENTRAL REGION**

**LOCAL 124 -TORONTO**

### **APPRENTICES' RATES**

**1st term 1,200 hours 50%**  
**(not to exceed one calendar year)**

**2nd term 1,200 hours 65%**

**3rd term 1,200 hours 80%**

**4th term 1,200 hours 90%**

**5th term 1,200 hours 90%**  
**(or rate subject to evaluation**  
**by the Employer or Union)**

## NOTES

## "APPENDIX D"

### NORTHERN REGION SUDBURY/TIMMINS

#### 1.00 TERRITORIAL JURISDICTION

The **District** of Sudbury, Manitoulin Island, the Districts of Algoma, Nipissing (save and except to Townships of Cambers, Strathy, Briggs and Strathcona) and the **Districts** of Parry Sound and Sudbury, and the Districts of Cochrane, Timiskaming and the Townships of Chambers, Strathy, Briggs and Strathcona in the District of Nipissing.

#### 2.00 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Foreman	Vacation pay 12%	Health & Welfare	Pension Fund	Training Fund	Bill 162	Organizing Fund	Total package	Union dues	OPC Fund (incl. OCS)	EBA (incl. OCS)
14-May07	28.25	30.25	3.39	2.00	5.27	0.20	0.05	0.30	39.41	\$1/Hour + 2% Gross	0.10	0.30
04-May48	29.00	31.00	3.48	2.00	5.68	0.20	0.05	0.30	40.66	\$1/Hour + 2% Gross	0.10	0.30
03-May-09	30.00	32.00	3.60	2.00	5.71	0.20	0.05	0.40	41.91	\$1/Hour + 2% Gross	0.10	0.30

- (I) The E.B.A. Ind. Fund contribution is to be sent by the 15th of the following month to the Welfare Plan Administrator and forwarded by them to Manlon, Wilkins & Associates, Ltd., 222 Rowntree Dairy Road, Unit # 4 (3rd Floor) Woodbridge, Ontario, L4L 9T2.
- (II) The Employee Bargaining Agency Check-Off is to be sent to the Welfare Plan Administrator, using the form provided.

## **SUDBURY/TIMMINS**

### **3.00 REPORT TIME**

**When a plasterer goes *out* on a job but is unable to commence work because of weather conditions he shall be paid two (2) hours' pay, provided however that he remains on the job for the two (2) hours, except where he has been given notice that there is no work.**

## NOTES



## “APPENDIX E”

### EASTERN REGION

#### LOCAL 124 - OTTAWA PROVINCE WIDE LOCAL

**1.00** TERRITORIAL JURISDICTION  
 The Territorial Jurisdiction of this Local shall be the Counties of Peterborough, Northumberland, Hastings, Lennox and Addington, Leeds, Frontenac, Grenville, Dundas, Stormont, Glengarry, Prescott, Russel. The Regional Municipality of Ottawa Carleton, Lanark, Renfrew and Prince Edward, all in the Province of Ontario.

**2.00** THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

**53**

Effective Date	Journeyman base rate	Fore man	Vacation pay 12%	Health & Welfare	Pension Fund	Training Fund	Bill 162	Organizing Fund	Total package	Union dues	OPC Fund (Incl. OCS)	EBA (Incl. OCS)
14-May-07	28.25	30.25	3.39	2.00	5.27	0.20	0.05	0.30	39.41	\$1/Hour + 2% Gross	0.10	0.30
04-May-08	29.00	31.00	3.48	2.00	5.68	0.20	0.05	0.30	40.66	\$1/Hour + 2% Gross	0.10	0.30
03-May-09	30.00	32.00	3.60	2.00	5.71	0.20	0.05	0.40	41.91	\$1/Hour + 2% Gross	0.10	0.30

- (i) The E.B.A. Ind. Fund contribution is to be sent by the 15th of the following month to the Welfare Plan Administrator and forwarded by them to W.A.C.C.A., 196 Bronson Avenue, Ottawa.
- (ii) The Employee Bargaining Agency Check-Off is to be sent to the Welfare Plan Administrator using the form provided.

## LOCAL 124 - OTTAWA

### 3.00 HOURS OF WORK, OVERTIME, SHIFTWORK

The hours of work, overtime and shift work shall be those outlined in the master portion of this agreement with the following exception:

**3.01** Time and one-half at the prevailing hourly rate shall be paid for **the** first four (4) hours worked in excess of the regularly established work day.

**3.02** In the case of inclement weather only, Saturday may be worked at straight time to make up for time lost only in the week in which the time was lost. The employer shall notify the Union with the names of the employees who intend to work

### 4.00 EXTERIOR INSULATED FINISH SYSTEMS

The parties hereto agree that the following may be paid on remuneration to production (piecework) basis regarding E.I.F.S. the rates mentioned herein refer to one Square foot of material installed.

Basic PieceWork Rate Benefits per square foot E.B.A. Fund

Trowel on air barrier

Minimum \$0.45

per square foot

10% of gross salary

.3%

(Point 3 percent)

E.P.S. Insulation Board

Minimum \$0.70

per square foot

10% of gross salary

.3%

(Point 3 percent)

Mesh Base coat and Finish

Minimum \$1.60

per square foot

10% of gross salary

.3%

(Point 3 percent)

Union Dues are 3% of Gross wages

**4.01** With the exception of the work referred to in Article 4 all other work covered under this Collective Agreement shall be performed on an Hourly rated basis in accordance with Article 2 this shall include but is not limited to all preparation work, ground covering, the masking of windows and doors and flashing etc...all layout work cutting of groves and design, all detail work ie mouldings, backer rod and caulking and all clean up.

**4.02** On piecework, transportation, room and board allowance shall be paid to the employee in accordance with Article 10 of this Agreement.

**4.03** The employer shall provide the Union with drawings of the contracted work if the Union so requests.

This Article 4 is only effective from May 1, 2007 to April 30, 2010 and shall expire unless there is mutual agreement to renew it.

**5.00 HEALTH AND WELFARE**

The hourly contribution outlined in Article 2.00 herein shall be dealt with and distributed by the Administrator of the Welfare Trust Fund into various funds as outlined in the Local 124 Trust Document.

**5.01** It is expressly understood that the allocation of the total welfare contribution, amongst the existing welfare plans, shall be at the **sole** discretion of Local 124. Notification of said changed allocation shall be given to the Employer in writing not less than thirty (30) days prior to the date on which the contribution becomes due and payable.

**5.02** Without limiting the terms of the said Trust Agreement the purpose and intent of such Agreement shall be to purchase Welfare Benefits, Supplementary Unemployment Insurance Benefits, Pension Benefits, and to make such other disbursements as the Trustees hereinafter referred to shall deem advisable.

**6.00 VACATION PAY TRUST FUND**

The Local Vacation Pay Trust Fund shall continue and the payments required under Article 13.00 of the Agreement shall be made monthly by the Employer not later than the fifteenth (15th) day of the month immediately following the month in which hours and accrued monies were earned and at no time shall the payments be made to any individual employee. Remittance shall be made in accordance with the provisions of Article 14.00 of the Agreement.

## NOTES

## “APPENDIX F”

### WINDSOR

**1.00** TERRITORIAL JURISDICTION  
The counties of ~~Essex~~ and Kent.

**2.00** THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Fore man	Vacation pay 10%	Health & Welfare	Pension Fund	Training Fund	Organizing Fund	Total package	Union dues	OPC Fund (incl. OCS)	EBA (incl. OCS)
14-May-07	27.00	29.00	2.70	2.00	4.65	0.20	0.20	36.75	4% OF gross	0.10	0.37
04-May-08	28.00	30.00	2.80	2.00	4.75	0.20	0.25	38.00	4% OF GROSS	0.10	0.37
03-May-09	28.50	30.50	2.85	2.00	5.45	0.20	0.25	39.25	4% OF GROSS	0.10	0.37

- (I) The E.B.A. Ind. Fund contribution is to be sent by the 15th of the following month to Windsor Construction Association, 2880 Temple Drive, Windsor, Ontario, N8W 5J5.
- (II) The Employee Bargaining Agency is to be sent to the Welfare Plan Administrator, using the form provided.

## LOCAL 124 - WINDSOR

**3.00** Vacation pay at the ten percent (10%) paid to the employee.

### **4.00 HEALTH AND WELFARE**

The sum of two dollars (\$2.00) for each hour worked by an employee during each week for a maximum of forty (40) hours. Overtime pay for each hour to be included in the employee's pay cheque.

### **5.00 REPORTING ALLOWANCE**

- (a) When an employee on a job or project reports as usual for work but **is** unable to commence work because of circumstances beyond his control, he shall be given two (2) hours' pay plus travelling allowance for reporting to the job, provided however, that the employee remains on the **job** during the **two** (2) hour period and performs any work requested which, in the opinion or the judgement of **his** Foreman, **after** conferring with the Job Steward can be accomplished. **If** reporting time occurs during Saturday, Sunday and Holidays or overtime hours, then the overtime rates shall apply. Travel allowance shall be paid for reporting.
- (b) The above regulation shall also apply to a workman who **is** ordered to report to the Employer's shop or yard.
- (c) *If* the employee is requested by the Employer representative on the job site to wait on the site, he shall be paid his regular rate for such waiting time.

- (d) No employee shall be laid off or dismissed within the first four (4) hours after reporting in for work except for serious misconduct. Any employee sent out by the Union to do a job at the request of any Employer shall be paid the equivalent of four (4) hours' pay if not employed. Employers shall notify the Union in writing of the dissatisfaction found in any employee at the time of lay-off.
- (e) If an employee reports *for* work but is unable to commence work because of climatic conditions, he shall be given two (2) hours' pay and travelling allowance for reporting to the job, provided he can commence work within the said two (2) hours.

## NOTES

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## “APPENDIX.G”

LOCAL 124 • SARNIA

**1.00** TERRITORIAL JURISDICTION  
The counties of Lambton.

**2.00** THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Fore man	Vacation pay 10%	Health & Welfare	Pension Fund	Training Fund	Organizing Fund	Total package	Union dues	OPC Fund (Incl. OCS)	EBA (incl. OCS)
14-May-07	<b>27.00</b>	<b>29.00</b>	<b>2.70</b>	<b>2.00</b>	<b>4.65</b>	<b>0.20</b>	<b>0.20</b>	<b>36.75</b>	4% OF gross	<b>0.10</b>	<b>0.37</b>
04-May-08	<b>28.00</b>	<b>30.00</b>	<b>2.80</b>	<b>2.00</b>	<b>4.75</b>	<b>0.20</b>	<b>0.25</b>	<b>38.00</b>	4% OF GROSS	<b>0.10</b>	<b>0.37</b>
03-May-09	<b>28.50</b>	<b>30.50</b>	<b>2.85</b>	<b>2.00</b>	<b>5.45</b>	<b>0.20</b>	<b>0.25</b>	<b>39.25</b>	4% OF GROSS	<b>0.10</b>	<b>0.37</b>

- (i) The E.B.A. Ind. Fund contribution is to be sent by the 15th of the following month to Sarnia Construction Association, 954 Upper Canada Drive, P.O. Box 545, Sarnia, Ontario, N7T 7J4.
- (ii) The Employee Bargaining Agency Check-Off is to be sent to the Welfare Plan Administrator, using the form provided.

## LOCAL 124 - SARNIA

### 3.00 REPORTING TIME

When an employee reports for work at the recognized Starting time of any day that he is required to report for work and is unable to work due to inclement weather he shall receive a minimum of two (2) hours' pay at the applicable hourly rates. For any reason other than inclement weather he shall receive a minimum of four (4) hours' pay at the applicable hourly rate, plus all normal Employer contributions, vacation pay allowances, including all travel and living expenses, where applicable. Travel beyond free zone is \$0.38 per km return. Room and Board \$100.00 per day.

### 4.00 MAJOR PROJECTS - SPECIAL JOBSITE CONDITIONS

Refer to the "Letter of Understanding" on file at the Sarnia Construction Association.

## NOTES

## "APPENDIX H"

### HAMILTON

**1.00 TERRITORIAL JURISDICTION**  
 The cities of Hamilton, Burlington and Brentford and the area adjacent thereto. The counties of Halton, Wentworth, Brant, Norfolk, Haldimand and the townships of Caistor, North and South Grimsby in the County of Lincoln.

**2.00 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:**

Effective Date	Journeyman base rate	Fore man	Vacation pay 12%	Health & Welfare	Pension Fund	Training Fund	Bill 162	Organizing Fund	Total package	Union dues	OPC Fund (Incl. OCS)	EBA (Incl. OCS)
14-May-07	28.25	30.25	3.30	2.00	5.27	0.20	0.05	0.30	39.41	\$1/Hour + 2% Gross	0.10	0.30
04-May-08	29.00	31.00	3.48	2.00	5.68	0.20	0.05	0.30	40.66	\$1/Hour + 2% Gross	0.10	0.30
03-May-09	30.00	32.00	3.60	2.00	5.71	0.20	0.05	0.40	41.91	\$1/Hour + 2% Gross	0.10	0.30

- (i) The E.B.A. Ind. Fund contribution is to be sent by the 15th of the following month to the Welfare Plan Administrator and forwarded by them to Manion, Wilkins & Associates.
- (ii) The Employee Bargaining Agency Check-Off is to be sent to the Welfare Plan Administrator, using the form provided.

## NOTES

**"APPENDIX I"**

**NORTHWESTERN REGION  
THUNDER BAY**

**1.00 TERRITORIAL JURISDICTION**  
The cities of Hamilton, Burlington and Brentford and the area adjacent thereto. The counties of Halton, Wentworth, Brant, Norfolk, Haldimand and the townships of Caistor, North and South Grimsby in the County of Lincoln.

**2.00 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:**

Effective Date	Journeyman base rate	Fore man	Vacation pay 10%	Health & Welfare	Pension Fund	Training Fund	Bill 162	Organizing Fund	Total package	Union dues	OPC Fund (Incl. OCS)	EBA (Incl. OCS)
14-May-07	28.25	30.25	3.39	2.00	5.27	0.20	0.05	0.30	39.41	\$1/Hour + 2% Gross	0.10	0.30
04-May-08	29.00	31.00	3.48	2.00	5.68	0.20	0.05	0.30	40.66	\$1/Hour + 2% Gross	0.10	0.30
03-May-09	30.00	32.00	3.60	2.00	5.71	0.20	0.05	0.40	41.91	\$1/Hour + 2% Gross	0.10	0.30

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