

RESIDENTIAL CONSTRUCTION COLLECTIVE AGREEMENT

Between

THE OPERATIVE PLASTERERS & CEMENT MASONS

INTERNATIONAL ASSOCIATION

LOCAL 124

(herein called the “Union”)

-and-

**WALLS AND CEILINGS CONTRACTORS ASSOCIATION of OTTAWA (the
“Association”)**

On behalf of its member companies listed on Appendix “A” (the “Employer”)

Whereas the Union is a trade union within the meaning of the Ontario Labour Relations Act with jurisdiction to negotiate in the residential sector working terms and conditions for the matters set out herein; and

Whereas the Association, by Accreditation Certificate issued May 18th, 2010 became the exclusive bargaining agent of employers of journeymen and apprentice plasterers, spray fibre applicators, drywall tapers and rigid insulation applicators including working foremen, engaged in plastering, drywall taping and related construction work for whom the Operative Plasterers’ and Cement Masons’ International Association of the United States and Canada, Local 124 has bargaining rights in OLRB Area 15 in the residential sector of the construction industry; and

Whereas the Association, by virtue of that Accreditation, is signatory in its own name to this Collective Agreement, on behalf of member employers, and non-member employers for whom the Union has acquired, or shall acquire residential sector bargaining rights in Board Area 15;

NOW THEREFORE THIS AGREEMENT WITNESSETH and the parties hereto agree as follows:

ARTICLE 1 - Purpose and Intent

1.01 Whereas the parties hereto desire:

- (a) To promote the business of plastering, drywall finishing, fireproofing and related skills, and to ensure a standard of efficiency in such industry for the protection of the public.
- (b) To establish and maintain fair terms and conditions of employment for those engaged in the industry.
- (c) To settle differences which may arise between the parties.

1.02 The pieceworkers referred to herein shall be dependent contractors hence employees for purposes of the Ontario Labour Relations Act and self-employed persons for taxation purposes and the use of word “employee” in this Collective Residential Agreement shall not be deemed to create or intended to create any relationship other than that described in this paragraph.

ARTICLE 2 – Recognition

2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all journeymen and apprentice plasterers and spray fibre applicators, drywall tapers and rigid insulation applicators employed by the Employer while engaged in plastering, drywall taping and related work in the residential sector of the construction industry while working in the United Counties of Prescott and Russell and the Regional Municipality of Ottawa-Carleton all known as Ontario Labour Relations Board Area 15.

(b) The Union recognizes the Association as the accredited bargaining agent for all the Employers engaged in plastering taping and related work in the residential sector of the construction industry as geographically defined by the Ontario Labour Relations Board Area 15, or in any event recognizes the Association the sole and exclusive bargaining agent for all of the Employers listed in Appendix “A” attached hereto who are similarly engaged in plastering, drywall taping and related work in the residential sector of the construction industry in the aforementioned Board Area 15.

2.02 “Residential Sector” shall mean the Residential Sector of the construction industry as determined by work characteristics in the above mentioned geographical area and, without restricting the generality of the foregoing, shall be deemed to include all work, whether original construction, alterations, renovations, repairs or extensions, covered in the Trade Jurisdiction Clause of this Collective Agreement on or in connection with the construction of a single family dwellings, duplexes, row housing, town houses, condominiums, garden homes, executive homes, cooperative housing, time sharing developments, rooming houses, boarding houses, and apartment buildings.

Without restricting the generality of the foregoing, where any construction, alterations, renovations, repairs or extensions covered in the trade jurisdiction of this Collective

Agreement involve work in the residential sector and the industrial commercial and institutional sector (the ICI sector), the parties hereto agree that any work falling within the ICI sector shall be excluded from the operation of this Agreement and shall be performed in accordance with whatever collective agreement covers the work in that sector. The remaining work however on any such "mixed project" shall be performed in accordance with the provisions of this Collective Agreement. This definition of residential work shall apply without regard to the percentage of any such "mixed project" which is determined to be residential or ICI work.

ARTICLE 3 - Union Security

3.01 So long as the Union is able to supply a sufficient number of qualified employees who are prepared to work hourly or piecework, as determined by the Employer, and who are capable of performing the work requirements of the Employer, the Employer shall employ and continue to employ only members of the Union who are in good standing to perform any of the work outlined in the trade jurisdiction clause of this Agreement.

3.02 The Employer shall not subcontract or assign work covered by this Agreement except to an employer who is bound by the provisions of this Agreement.

3.03 No person who is a member of management shall himself do or perform any work which falls within the Trade Jurisdiction Clause of this Agreement.

3.04 Each Employer shall hire all journeymen and apprentices he requires through the Union and each employee must obtain a referral slip from the Union office before starting work.

3.05 If the Union cannot meet the Employer's work force requirements, the Employer may obtain workmen from whatever source is available immediately and shall notify the Union within two working days of the names.

3.06 (a) The Employer shall replace an employee, who is not a member of the Union in good standing or his dues are not fully paid up, within five (5) days of a related written notification by the Union, provided that the Union has members available to replace said employee.

(b) The Employer shall pay all wages, benefits and deductions in accordance with the collective agreement, for all employees of said Employer.

3.07 The Employer may exercise a right of recall to recall a former employee previously employed by that Employer. In order to qualify for recall the former employee must have been on the payroll of the Employer for at least seven (7) working days and the Employer must provide the Union notice of its intention to recall such employee within twelve months of the termination of that employee.

3.08 Where the Union has reasonable cause to deem an Employer to be a repeated violator of this article and if the Ontario Labour Relations Board or Arbitrator 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 Arbitrator 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 Arbitrator.

ARTICLE 4 - No Strike - No Lockout

4.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 5 - Apprentices

5.01 To assure the industry of an adequate supply of properly trained and skilled journeymen, the parties have agreed to establish a joint Apprenticeship Committee consisting of three representatives from the Union and three representatives from the Employer.

This Committee shall be responsible for:

- (a) An apprenticeship program under which the Local Apprenticeship Standards shall be administered and also coordinated with the requirements of the Ontario College of Trades and Apprenticeship Act, 2009, and;
- (b) A Journeymen Training Program under which advanced training programs will be administered and coordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

5.02 - Apprentice Wage

(a) The minimum rate of wages for apprentices who work on an hourly rated basis shall be a percentage of the minimum hourly rate for journeymen as follows:

1st **1200** hour work period 50%
2nd **1200** hour work period 65%
3rd **1200** hour work period 80%
4th **1200** hour work period 90%
5th **1200** hour work period 90%

(b) The apprentice will be responsible for keeping under his control and possession his apprenticeship book which he will present to each Employer upon commencing employment and upon termination so that his hours can be filled in and signed by the Employer so as to authenticate his apprenticeship hours at any given time.

5.03 Apprentices who work on an hourly rated basis shall receive the same hourly contributions applicable to the journeymen as outlined in the schedule of wages and contributions herein. The training period for the apprentices shall be for a 6000 hour work period. It shall be the responsibility of the Union to advise contractors employing men in their jurisdictional area of the status of apprentices, as determined by the Joint Apprenticeship Committee. The ratio of apprentices to journeymen will be one apprentice for every four journeymen employed by an Employer. Changes to the ratio of apprentices to journeymen may be recommended by the Joint Apprenticeship Board referred to in Article 5.01 above.

5.03a Pre-apprentices shall be subject to 600 hours pre-apprenticeship to which the Employer is not required to submit pension benefits until such time as the apprentice has completed his/her 600 hours. Pre-apprentices will be paid at the 50% rate.

5.04 Articles 5.02 and 5.03 of this Agreement shall not apply to piece work which shall be paid for apprentices on the same basis as for journeymen as set out more particularly in Article 6 herein.

ARTICLE 6 - Wages and Piece Work

6.01 (a) Hourly rates: The wages to be paid to all journeymen employees for hourly rated work shall be as follows:

For High Rise Apartments or Condominiums

On Signing and continuing until May 1, 2022

Hourly Rate	\$35.66
Vacation Pay	\$3.57
Personal Emergency Leave Pay	\$0.36
Employee Welfare Program	\$5.71
Total	\$45.30

On May 1, 2022 until May 6, 2023

Hourly Rate	\$36.56
Vacation Pay	\$3.66
Personal Emergency Leave Pay	\$0.37
Employee Welfare Program	\$5.71
Total	\$46.30

On May 7, 2023 until May 4, 2024

Hourly Rate	\$37.48
Vacation Pay	\$3.74

Personal Emergency Leave Pay	\$0.37
Employee Welfare Program	\$5.71
Total	\$47.30

For Low Rise Housing, including Townhouses

On Signing and continuing until April 30, 2022

Hourly Rate	\$30.11
Vacation Pay	\$3.01
Personal Emergency Leave Pay	\$0.30
Employee Welfare Program	\$5.50
Total	\$38.92

On May 1, 2022 until May 6, 2023

Hourly Rate	\$31.01
Vacation Pay	\$3.10
Personal Emergency Leave Pay	\$0.31
Employee Welfare Program	\$5.50
Total	\$39.92

On May 7, 2023 until May 4, 2024

Hourly Rate	\$31.91
Vacation Pay	\$3.19
Personal Emergency Leave Pay	\$0.32
Employee Welfare Program	\$5.50
Total	\$40.92

Employee Deductions

Union Administration Fund \$0.10
 Union Dues Check-off 3% of Gross Wages

Foreman Differential

\$1.00 (above rate)

Employer Contributions

WACCA Association Fund \$0.30

6.02(a) Piece Work: The parties hereto agree that the following types of residential construction may be paid on a remuneration to production (piece work) basis. With respect to drywall taping the rates mentioned herein refer to one thousand (1,000) square feet of taping completed. With respect to taping of ceilings the rates mentioned herein refer to one thousand (1,000) square feet of any ceiling taping completed. With respect to sanding the rates mentioned herein refer to one thousand (1,000) square feet of sanding completed.

6.02(b) The piecework rates shall be as follows:

6.02(c) Taping-Apartment Building and Benefits

On Signing and continuing until April 30, 2022

Basic Piece Work Rate
\$315.00 per thousand sq.ft.

SMOOTH CEILINGS
\$850.00 per thousand sq.ft.

TEXTURE SPRAY
\$283.00 per thousand sq.ft.

SANDING (includes clean up)
\$69.00 per thousand sq.ft.

CORNER BEADS
\$3.15 each

15.75% Benefits + 1.25% WACCA Association Fund of gross wages.

On May 1, 2022 and continuing until May 6, 2023

Basic Piece Work Rate
\$333.00 per thousand sq.ft.

SMOOTH CEILINGS
\$871.00 per thousand sq.ft.

TEXTURE SPRAY
\$291.00 per thousand sq.ft.

SANDING (includes cleanup)
\$72.00 per thousand sq.ft.

CORNER BEADS
\$3.34 each

15.75% Benefits + 1.25% WACCA Association Fund of gross wages

May 7, 2023 and continuing to May 4, 2024

Basic Piece Work Rate

\$360.00 per thousand sq.ft.

SMOOTH CEILINGS

\$898.00 per thousand sq.ft.

TEXTURE SPRAY

\$299.00 per thousand sq.ft.

SANDING (includes cleanup)

\$77.00 per thousand sq.ft.

CORNER BEADS

\$3.57 each

15.75% Benefits + 1.25% WACCA Association Fund of gross wages

6.02(d) Taping Wood Frame Residential Construction Including Single and Semi-Detached Houses and Row Townhouses

On signing and continuing until April 30, 2022

Basic Piece Work Rate

\$280.00 per thousand sq.ft.

SANDING (spray and sand, and including cleanup)

\$68.00 per thousand sq.ft.

TEXTURE SPRAY

\$206.00 per thousand sq.ft.

CORNER BEADS

\$2.90 each

SKYLIGHTS EXTRA

\$105.00 per skylight

15.75% Benefits + 1.25% WACCA Association Fund of gross wages

On May 1, 2022 and continuing until May 6, 2023

Basic Piece Work Rate

\$287.00 per thousand sq.ft.

SANDING (spray and sand, and including cleanup)

\$72.00 per thousand sq.ft.

TEXTURE SPRAY
\$212.00 per thousand sq.ft.

CORNER BEADS
\$3.00 each

SKYLIGHTS EXTRA
\$116.00 per skylight

15.75% Benefits + 1.25% WACCA Association Fund of gross wages

May 7, 2023 and continuing to May 4, 2024

Basic Piece Work Rate
\$294.00 per thousand sq.ft.

SANDING (spray and sand, and including cleanup)
\$76.00 per thousand sq.ft.

TEXTURE SPRAY
\$218.00 per thousand sq.ft.

CORNER BEADS
\$3.10 each

SKYLIGHTS EXTRA
\$128.00 per skylight

15.75% Benefits + 1.25% WACCA Association Fund of gross wages

6.03 On all piece work referred to in Article 6.02 materials shall be supplied by the Employer.

6.04 With the exception of the work referred to in Article 6.02, all other work covered under this Collective Agreement shall be performed on an hourly rated basis in accordance with Article 6.01

6.05 (a) Benefits - With respect to the benefits referred to in Article 6.02 (c) and (d) such benefits shall be apportioned as follows:

The benefit sums generated by the percentages applied to piece work rates under 6.02 will be divided by the appropriate Employee Welfare Program amount under 6.01 to arrive at a number of hours of benefit for each remittance for each employee. The resulting amount shall be apportioned to the benefit of the employee as set out by the union.

(b) Employee Deductions - With respect to all piece work arrangements referred to in Article 6.02, the employee will pay dues which shall be as follows:

Union Dues and Administration Fund

3% of gross wages

(c) WACCA Association Fund Deductions – The sums generated by the percentage applied to piece work rates under 6.02 shall be remitted to the Employer Association.

6.06 On piece work, transportation, room and board allowance shall be paid to the employee in accordance with Article 10 of this Agreement.

6.07 The Employer shall provide the Union with drawings of the contracted work if the Union so requests.

6.08 Foreman - Each Employer shall employ a working foreman on each project, excluding houses. The working foreman shall be paid a premium of one dollar (\$1.00) per hour above the journeyman's rate. The working foreman must be a member in good standing with the Union for a period of one year preceding his appointment as working foreman and must continue his good standing in the Union.

6.09 Every pieceworker covered by this Collective Agreement shall maintain an invoice book, which allows for a copy of any invoices to be retained after an original is submitted to the employer for payment. Pieceworkers shall retain their invoice books for a minimum of two (2) years and shall make the invoice book available to the Union upon request from the Business Manager or Business Agent.

6.10 The Association and the Union agree that they will use the period from the signing and ratification of the Collective Agreement until one year after ratification to develop the form and content of the pieceworker invoice books for the high rise residential segment of the Residential sector. The requirements of Article 6.09, the agreed upon invoice books, and Article 6.11 shall become fully effective one year after the signing and ratification of the Collective Agreement.

6.11 If the information on the form the parties agree to in Article 6.10 is not included on the pieceworker invoice, the employer shall notify the Union. The Union would then be responsible for training the pieceworker on the proper invoicing procedure.

6.12 The pieceworker shall record, on their invoice, the piecework rate(s) paid, and the total amount paid, as well as the cheque number referencing payment once they have been paid.

6.13 The Employer shall retain copies of all invoices received and paid in a given work month for a minimum period of two (2) years. In case of claimed discrepancies by a pieceworker, the Employer shall provide copies of all relevant invoices to the Union upon request from the Business Manager or Business Agent.

ARTICLE 7 - Termination or Lay-Off

7.01 When an employee is laid off from the job on a scheduled regular layoff, he shall be paid in full on the day of layoff and given possession of all documents that he must be given either pursuant to this Collective Agreement or pursuant to law.

7.02 In the event that the Employer cannot give the documents at that time, he shall forward by registered mail within seventy-two (72) hours all monies owing and documents to the employee's last known address recorded with the Employer. The seventy-two (72) hour period is exclusive of Saturdays, Sundays and Statutory Holidays. Whenever an employee is directed by the Employer to report to any project to work and the job is not ready through causes over which the employee has no control, and if the Employer has no other work for the employee that day, then such employee shall be paid three (3) hours as reporting time.

7.03 Where an employee is discharged for just cause, the Employer shall forward his pay to him by registered mail within three (3) working days from the time of discharge.

7.04 Each employee shall receive a statement or statements which shall indicate:

- (a) the name of the Employer and the employee
- (b) the pay period
- (c) the total hours worked at straight time
- (d) the total hours worked at overtime
- (e) the hourly rate and applicable premiums
- (f) the amount of vacation and/or statutory holiday pay
- (g) details of all deductions
- (h) the amount of travelling and board allowance
- (I) the amount of board taped or sanded per 1000 square feet
- (j) the amount of corner bead installed per lineal foot.

ARTICLE 8 - Holidays and Vacations

8.01 The following days shall be recognized as Statutory Holidays for the purpose of this Collective Agreement:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day

When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday shall be observed on the day or days following the weekend.

For hourly employees any work performed on a holiday shall be paid at one and one-half times the regular hourly rate applicable.

8.02 Employees shall be paid vacation and Statutory Holiday pay in the amount of eleven percent (11%). That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standards Act as amended from time to time and the balance shall be in lieu of payment for recognized statutory holidays. Vacation pay will only apply to the hourly rated basis and is included in the rates established under article 6.01(a).

8.03 The Employer shall forward the employee's vacation pay, monthly and in accordance with Article 9.01 herein, to the designated administrator of the vacation pay trust fund.

ARTICLE 9 - Benefit Plans, Health and Welfare, Pension and Vacation Pay

9.01 As required by Articles 5 and 6 of this Agreement, the Employer shall contribute for welfare, pension, apprenticeship and training, and vacation pay and deduct union working dues. If the Union decides to revise the above-mentioned benefits, contributions and Union deductions, then the Employer shall deduct accordingly provided that the total remuneration package will remain the same.

9.02 Contributions and/or deductions shall be remitted by the Employer by the 15th day of the month following the month in which the hours and/or piece work have been earned together with the supporting information entered on a reporting form as designated by the trustees and at no time shall the contributions and/or deductions be paid directly to the employee.

9.03 In the event that the Employer fails to remit contributions by the 15th day of the month due, the trustees may charge interest at a rate of 3% per month from the due date of any delinquent contributions 15 days in arrears provided the Employer has received (5) days prior written notice to correct such a delinquency.

9.04 With reasonable cause, the trustees may request the Employer to submit to them within a stipulated period a certified audited statement of contributions to these funds for a period not to exceed the period from the effective date of this Agreement until 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.

9.05 If the Employer does not submit the certified audited statement as per 9.04, the trustees may appoint an independent chartered accountant to enter upon the Employer's premises where the payroll records are kept during regular business hours, to perform an audit of the Employer's records, only with respect to the Employer's contributions to the required employee's benefit plans or funds.

9.06 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, if the audit discloses any deliberate violation.

9.07 In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provision of the Agreement, the Employer shall, within five (5) days of receipt of written notice from the trustees, remit all outstanding contributions plus any penalties along with complete supporting contributions report forms as required by the fund or plan.

9.08 Notice of delinquency shall be given by the trustees to the parties affected. When an Employer fails to remit delinquent contributions in accordance with 9.03 the affected party shall immediately institute proceedings against the delinquent Employer.

9.09 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 to be held in trust by the trustees for a period to be determined by the trustees.

9.10 If the Employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 9.02 unless such Employer is no longer active in the area and had filed a termination report.

9.11 When an Employer fails 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.

9.12 In the event that a grievance alleging that an Employer has failed to make the proper contributions to benefit plans or funds 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.

9.13 If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to pay wages to employees or failure to make the proper contributions to benefit plans or funds 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 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.

9.14 In addition to the other remedies available to the Union, the Association, 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.

ARTICLE 10 - Travel and Board

10.01 No travel allowance shall be paid within a sixty (60) kilometre radius of the intersection of Carling and Preston Streets in Ottawa. This area will be known as the free zone.

10.02 An employee shall receive a travel and board allowance of seventy five dollars (\$75.00) per day, on all work located beyond the radius of sixty (60) kilometres of the intersection of Carling and Preston Streets.

10.03 The travel and board allowances noted above in Articles 10.01 and 10.02 apply only to hourly paid workers. All piece workers will come to mutual arrangements for travelling expense or accommodations outside the sixty (60) kilometre radius.

ARTICLE 11 - Hours of Work Based on Hourly Rate

11.01 The regular working day shall consist of eight (8) hours of work between 7:00 a.m. and 5:00 p.m., Monday through Friday. Starting and quitting time may be adjusted by mutual consent of the parties for hourly work only.

Time and one-half shall be paid for any time in excess of the regular working day on hourly rates only.

11.02 All work performed on Saturday, Sunday or any of the holidays shall be paid for at one and one-half times the regular rate of pay.

11.03 If a second shift is worked by the Employer, employees on such shifts shall receive eight (8) hours pay for seven (7) hours worked.

11.04 The rate of pay for occupied premises work, outside of the regular working day, shall be eight (8) hours pay for seven (7) hours worked.

11.05 This article does not apply to piece work.

ARTICLE 12 - Business Representatives

12.01 The Employer shall not object to the Business Representative having access to all jobs during working hours, but in no case shall his visit interfere with the progress of the

work. When visiting a job, he will advise the Employer's representative on the job.

ARTICLE 13 - Job Stewards

13.01 Where, in the opinion of the Union, a job steward is required, the Business Manager or his duly authorized representative shall make such appointment from among the contractor's regular employees who are qualified journeymen and who either:

(a) are in possession of a Class A Safety Certificate from the Construction Safety Association of Ontario; or

(b) agrees to enrol in a course to obtain such certificate and does enrol in such a course within two weeks of his appointment as a job steward.

13.02 The steward's first duty is to the work required to be performed by him for the Employer. He shall, however, be responsible for administering this Agreement, safeguarding the interest of the Union on the job site and reporting an infraction thereof to the contractor's foreman and the Union. He shall also report all infractions of government safety regulations to the foreman on the job and to the Business Representative of the Union. He shall be allowed to keep a report of the workers hired, also laid off or discharged. The steward shall be permitted to carry out his duties during working hours without loss of pay.

13.03 The steward shall be the fifth to the last journeyman employed on the job provided he has the trade qualifications to perform the work required.

13.04 The job steward must himself be working under the same method of remuneration as the majority of the workmen on site.

ARTICLE 14 - General Working Conditions

14.01 All apprentices must work under the supervision of a journeyman.

14.02 The Employer will permit a refreshment break at the employee's place of work once in the morning and once in the afternoon. The time will be scheduled by the Employer so as not to interfere with the orderly progress of the job and shall not exceed ten (10) minutes.

14.03 A tool lock-up shall be provided by the Employer on all jobs, sufficient to hold all employees' tools. An Employer failing to provide a satisfactory lock up for tools of the members shall be held financially responsible for their replacement in the event of theft.

14.04 Sanitary drinking facilities shall be provided by the Employer.

ARTICLE 15 - Safety

15.01 Foremen, journeymen and apprentices shall supply themselves with and wear at all

times on the job, an approved safety helmet, safety shoes and safety glasses when required. All other safety devices and equipment shall be supplied by the Employer.

15.02 When an employee is injured and leaves the job for medical attention and when a doctor determines that he is unable to return to the job because of the injury, he shall be paid for the full day as required by the Workers Compensation Act. Transportation shall be supplied by the Employer when necessary to the hospital or local doctor at the time of the injury only.

15.03 The union will provide to the members a safety course, and will advise the Employer of place, date and time of same. The employee shall have (3) three months to complete the course. If he fails to do so, the employee will be suspended without pay until completion of said course.

ARTICLE 16 - Tools

16.01 The employee shall supply himself with the following set of tools:

- Sanding Pole, Hawk
- Steel Trowels
- Putty Knives, Corner Tools
- Hammer, Aircraft Snips
- 50 foot measuring Tape
- 1 Plumb bob and Chalk line
- 1 medium sized level
- 1 utility gypsum knife
- 1 screw gun
- 1 tool pouch
- 1 100 foot extension cord
- Stainless Steel Trowel
- Broad Knives (set of 3)
- Rasping Tool
- Mixing drill
- 50 foot extension cord and light

All other tools and equipment are to be supplied by the Employer. In case of breakdown of the employee's screw gun, the Employer shall make available a temporary replacement for one (1) week only.

16.02 Apprentices will be required to supply their own screw gun.

ARTICLE 17 - Trade Jurisdiction

17.01 The Employer recognizes the following trade jurisdiction of the Union and agrees to assign the work of such jurisdiction to the employees covered by this Agreement. The trade jurisdiction of the Union shall consist of, but shall not be limited to the following:

the application and the finishing of all interior and exterior plastering of stone derivative of cement, stucco, insulation 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 plastering 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 component, 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 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.

17.02 No limitation shall be placed on the work covered by this trade jurisdiction by reason of the surface texture or purpose for which the material described herein is used, designed or intended.

17.03 The trade jurisdiction includes the handling, including loading, unloading and transfer to the place of installation, of all the materials listed in section 17.01 of this article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction, the cleaning of all material and all necessary clean up and tear down or demolition work, and all other work traditionally done by the plasterers.

ARTICLE 18 - Grievance Procedure and Arbitration

ARTICLE 18.1 - Grievance Procedure

18.1.1 Any dispute, difference, controversy or grievance affecting or arising out of the interpretation, application, administration, or alleged violation of this Agreement shall be adjusted, if possible, by negotiations between specially appointed representatives of the employer and the Union.

18.1.2 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.

18.1.3 No grievance, except those grievances referred to in 18.1.2, 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.

18.1.4 All complaints must be brought to the attention of the other party via a written grievance. A period of three (3) business days shall be allowed to adjust a complaint before proceeding to Step one (1) of the Grievance Procedure failing a satisfactory adjustment.

18.1.5 Step 1: A meeting to discuss any dispute or grievance shall be called within five (5) business days of the date the written grievance of such dispute or claim of alleged violation was presented to the other party, and the parties concerned with the dispute shall endeavour to reach a decision within seventy-two (72) hours of receiving the first written grievance.

18.1.6 Step 2: Where a difference arises between any of the parties thereto relating to the interpretation, application or administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitratable, either of the parties may, within twenty (20) business days after exhausting grievance procedure described above in this Article, provide the other party written notice of its desire to refer the dispute, difference, controversy or allegation to arbitration.

18.1.7 All time limits mentioned in the Grievance Procedure may be extended by written mutual agreement between the parties and no grievance shall be invalidated by reason of the time limits mentioned or by reason of any defect or form or by any technical irregularity.

18.1.8 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, whether under section 49 or section 133 of the *Act*.

ARTICLE 18.2 - Arbitration Procedure

18.2.1 The party receiving such written notice from a party of its desire to refer the dispute, difference, controversy or allegation to arbitration, shall, within five (5) business days of receipt of the notice, propose a single Arbitrator to hear the grievance. If the recipient of the notice fails to propose a single arbitrator, or if the two parties fail to agree upon an arbitrator within the time limit set out herein, the appointment shall be made the Minister of Labour for Ontario upon request of either party.

18.2.2 The Arbitrator shall hear and determine the difference or differences, between the parties or between any employee and any employer and shall issue a decision in writing, which decision shall be final and binding upon the Union, as well as any employee or Employer affected. However, it is understood that there shall be no alteration or amendment to any part of this Agreement.

18.2.3 The fees and expenses of the Arbitrator shall be borne one-half by the Employer and one half by the Union; any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

ARTICLE 19 - Management Rights

19.01 The Union agrees and acknowledges that the Employers have exclusive rights to manage their businesses and to exercise such rights without restriction save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement, provided that management rights must be exercised in a fair and reasonable manner. Without restricting the generality of the foregoing, and subject to the terms of the Agreement, it is the exclusive function of the Employer:

(a) to determine, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge for just cause employees and to increase or decrease or transfer working forces;

(b) to determine the materials and methods to be used, design of the products to be handled, facilities and equipment required, the scheduling of the work and the locations of equipment;

(c) to determine reasonable rules and regulations to be observed by the employees.

ARTICLE 20 – Severability

20.01 Should any part of this Agreement or any provisions 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 this Agreement shall not invalidate the remaining parts or provisions thereof.

ARTICLE 21 - Successor and Assigns

21.01 This Agreement shall be binding upon the Employer. If the Employer's business is purchased, assumed and/or continued by a corporation, partnership or single proprietorship, then this Agreement shall continue in full force and effect as if it had been originally signed by the successor or assignee and the contractor must give the Union written notification prior to any change of company status.

ARTICLE 22 - Duration of the Agreement

22.01 This agreement shall be binding and remain in effect from the date of signing until April 30th, 2024 and shall be renewed triennially thereafter unless either party shall furnish the other with written notice of termination or proposed revision of this Agreement within the period of ninety (90) days prior to the 30th day of April, 2024 or in a like period in any triennial year thereafter.

ARTICLE 23 - Restrictions

23.01 The parties acknowledge and agree that no other wage rate or piece work

agreement will be signed with any other contractor with respect to the work covered by this Collective Agreement in the residential sector at a lesser rate than the wages, rates and benefits set out in this Collective Agreement. The Union acknowledges and agrees that in the event it breaches the provisions of this Article, the Employers referred to in Appendix “A” to this Agreement shall be entitled to opt out entirely with respect to their obligations under this Collective Agreement.

ARTICLE 24 - Voluntary Recognition

24.01 The parties hereto agree that any additional Employers other than those referred to in Appendix “A” attached to this Agreement who voluntarily recognize the Union for the work referred to in the residential sector as defined in this Collective Agreement shall execute a copy of the Voluntary Recognition Agreement attached hereto and marked as Appendix “B” to this Collective Agreement. The Union acknowledges and agrees to forward a copy of Appendix.

ARTICLE 25 – Amending

25.01 The terms and conditions of this Collective Agreement may be changed or amended by written agreement between the Union and the Employer. Where the Employer takes the position that a particular clause(s), article(s) and/or provision(s) contained within this Collective Agreement renders Employers bound to this Collective Agreement at a competitive disadvantage, either with respect to a particular project or generally in the geographic area covered by this Collective Agreement then the Employer may notify the Union (the “Notification”) and request a meeting to negotiate amendment(s) to this Collective Agreement.

The Local Union shall meet the Employer, in person, within two working days of the Notification and shall make all reasonable efforts to enter into a written agreement with the Employer amending this Collective Agreement in such a manner as to remove the competitive disadvantage. Where no written agreement is reached within seven (7) days of the Notification, the Employer may refer the matter to an arbitrator for final offer selection. The parties shall have seven (7) days to agree on an arbitrator, failing which the Employer may request the Minister of Labour to appoint an arbitrator to hear the matter within thirty (30) days of the Notification. Both parties shall equally bear the costs of the arbitrator.

No later than thirty (30) days after the Notification, the parties shall submit, in writing, to the arbitrator, their final proposal on what amendments, if any, should be made to this Collective Agreement. The arbitrator shall choose the final proposal which most achieves the objective of removing the competitive disadvantage, if any, and with the least changes to this Collective Agreement. The arbitrator shall issue a decision, without written reasons, indicating which of the final proposals, is awarded, no later than seven (7) days after receiving the final proposals of the Union and the Employer, and in any event, no later than thirty seven (37) days after the Notification.


That award, or the agreement of the parties prior to the award, shall be final, binding and conclusive for all purposes, and shall form the basis for the relevant clause(s), article(s) or and/or provision(s) of this Collective Agreement and shall be in force for the life of this Collective Agreement and implemented from the date of the award or agreement. No amendments pursuant to this article will have application or precedential effect following the expiry date of this Collective Agreement.

Where the Employer has made a final proposal pursuant to this article and such proposal has been rejected by the arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection. The Employer shall not refer frivolous or minor claims under this article.

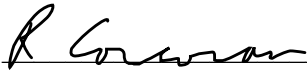
Signed on behalf of

The Walls and Ceilings Contractors Association
of Ottawa

Operative Plasterers and Cement
Masons International Association
Local 124



Donald F Sutherland



Richard Corcoran

Dated at Ottawa this 9th day of ~~July~~ ^{August} 2021.

APPENDIX “A”

1. Advance Drywall Ltd.
2. Korban Ltd.
3. Nation Drywall Ltd.
4. Sapacon Drywall Ltd.

APPENDIX “B”

VOLUNTARY RECOGNITION AGREEMENT

BETWEEN:

THE OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA, LOCAL 124
 (“the Union”)

-and-

 (“the Employer”)

Address of Employer: _____

WHEREAS the Union is a construction trade union as defined in the Ontario Labour Relations Act, with province wide jurisdiction, and more particularly for the purposes of its Agreement with the Ottawa Walls and Ceilings Contractors Association (“the Association”), in The City of Ottawa and the United Counties of Prescott and Russell (Ontario Labour Relations Board Areas 15)

AND WHEREAS the Union and the Employer have agreed to enter into a Voluntary Recognition Agreement for the residential sector of the construction industry for the aforementioned Board Area, with the result that the Employer will become bound to the provisions of the Ottawa and area Residential Collective Agreement between the Association, who is the accredited bargaining agency, and the Union (“the Residential Construction Collective Agreement”);

AND WHEREAS the Union has demonstrated to the Employer that it has as members a majority of the employees in the employ of the Employer engaged in work coming within the scope of the Residential Construction Collective Agreement on the date hereof and is therefore entitled to represent such employees;

NOW THEREFORE the Union and the Employer have agreed as follows:

1. The Employer recognizes the Union as the sole and exclusive bargaining agent of all journeymen and apprentice plasterers and spray fibre applicators, drywall tapers and rigid insulation applicators employed by the Employer in the Residential sector of the construction industry in the City of Ottawa, and the United Counties of

Prescott and Russell (Board Area #15).

2. The Employer and the Union further agree and acknowledge that this Agreement shall constitute a Voluntary Recognition Agreement within the meaning of the Ontario Labour Relations Act, and that the Employer shall be bound to the Ottawa and area Residential Construction Collective Agreement as between the Operative Plasterers and Cement Masons International Association of the United States and Canada and the Walls and Ceilings Contractors Association.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Dated at Ottawa, this _____ day of _____, 20_____

For the Union

For the Employer

Print Name

Print Name

Position Held

Position Held

Signature of Witness

Print Name

APPENDIX “C”

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APPENDIX “D”

PARTICIPATION AGREEMENT

PURSUANT TO A Collective Agreement (hereinafter called the “Collective Agreement”) between the WACCA (hereinafter called the “Association”), and The Operative Plasterers & Cement Masons International Union Local 124 (hereinafter called the “Union”) providing for a Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and an Industry and Promotion Fund to fund a plan of Benefits (hereinafter called the “Benefit Plan”) for the employees in the construction industry, in the Province of Ontario, and in consideration of the extension of such Benefit Plan, to cover employees of the Employer, the Employer covenants and agrees to pay contributions in respect of such Benefits Plan, to the Trustees or as the Trustees may direct, in accordance with the provision of the Collective Agreement, in effect from time to time between the Association and the Union, and the Provisions of the Agreement and Declaration of Trust governing the Benefit Plan as the same may from time to time be amended, supplemented or replaced and the Employer further covenants and agrees to otherwise observe and be bound by the provisions of such Collective Agreement with respect to the Benefit Plan and the Provisions of the Agreement and Declaration of Trust governing the Benefit Plan as the same may be amended, supplemented or replaced, and to provide to the Trustees or as they may direct such information respecting names of covered employees employed, hours worked and other relevant data as the Trustees may from time to time require in such form or forms as the Trustees may from time to time designate.

APPENDIX “E”

RESIDENTIAL SECTOR ACKNOWLEDGEMENT

I, the undersigned, advise that for income tax purposes I consider myself to be self employed in the residential sector of the construction industry.

Therefore I understand that _____ will not deduct Income Tax or, Canada Pension Plan Contributions from any amounts that are paid to me for work performed. I understand that I am responsible to pay the applicable Income Tax and Canada Pension Plan Contributions on my revenue (including amounts received from _____ and to remit Goods and Services Tax (“HST”) (if applicable).

Furthermore, I understand that I will not be eligible for unemployment insurance benefits.

My HST registration number is _____ or if not provided, I confirm that my annual sales are less than \$30,000.00 and I am not registered for HST. I further acknowledge that for Labour Relations purposes, I am considered a dependent contractor and hence, an employee as defined in the Ontario Labour Relations Act.

Dated this _____ day of _____, _____.

Witness Signature

Print Name

LETTER OF UNDERSTANDING

Re: Article 13.03 - Retention of Steward

This Letter of Understanding applies to all Employers that become bound to the Union and the Collective Agreement following the date of this Letter of Understanding. For greater certainty, this Letter of Understanding does not apply to Employers who are bound to the Union and the Collective Agreement on or before the date of this Letter of Understanding.

For those Employers to whom this Letter of Understanding applies, Article 13.03 of the Collective Agreement is replaced with the following:

The steward shall be one of the last three journeymen employed on the job provided he has the trade qualifications to perform the work required.

Signed on behalf of:
Walls and Ceilings Contractors Association

Operative Plasterers and Cement
Mason's International Association, Local
124

signature _____

signature _____

name _____

name _____

signature _____

signature _____

name _____

name _____

Dated at Ottawa this _____ day of _____ 20 ____.

LETTER OF UNDERSTANDING

Re: Job Targeting or Enabling

When The United Brotherhood of Carpenters and Joiners of America Local 2041 and the Association agree to amend the provisions of their Residential Construction Collective Agreement in order to compete with non-union contractors for work on a particular project, the Union agrees to cooperate in that process by similarly agreeing to amend its Residential Construction Collective Agreement with the Association to compete with non-union contractors on the project.

Signed on behalf of:

Walls and Ceilings Contractors Association

Operative Plasterers and Cement
Mason's International Association, Local
124

signature _____

signature _____

name _____

name _____

signature _____

signature _____

name _____

name _____

Dated at Ottawa this _____ day of _____ 20 __.