

RESIDENTIAL CONSTRUCTION COLLECTIVE AGREEMENT

BETWEEN

**WALLS AND CEILINGS CONTRACTORS
ASSOCIATION**

(herein called the "Employer")

-AND-

UBC 
BUILT

LOCAL 2041

**UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, LOCAL 2041**

(herein called the "Union")

Effective date: May 5, 2024

Expiry date: April 30th, 2027

INDEX

Article	Page
1 PURPOSE AND INTENT	5
2 RECOGNITION	6
3 UNION SECURITY	8
4 SUBCONTRACTING OF WORK	9
5 NO STRIKE - NO LOCKOUT	10
6 APPRENTICES	10
7 WAGES AND PIECE WORK	13
8 TERMINATION OR LAY-OFF	20
9 HOLIDAYS AND VACATIONS	22
10 BENEFIT PLANS, HEALTH AND WELFARE AND PENSION	23
11 TRAVEL AND BOARD	28
12 HOURS OF WORK BASED ON HOURLY RATE	28
13 BUSINESS REPRESENTATIVES	29
14 JOB STEWARDS	29
15 GENERAL WORKING CONDITIONS	30
16 SAFETY	31
17 TOOLS	32
18 TRADE JURISDICTION	33
19 GRIEVANCE PROCEDURE AND ARBITRATION	35
20 MANAGEMENT RIGHTS	37
21 SEVERABILITY	38

INDEX CONT.

Article	Page
22 SUCCESSOR AND ASSIGNS	38
23 DURATION OF THE AGREEMENT	39
24 RESTRICTIONS	39
25 VOLUNTARY RECOGNITION	40
APPENDIX "A"	41
APPENDIX "B"	47
APPENDIX "C"	49
APPENDIX "D"	51

ARTICLE 1 - PURPOSE AND INTENT

1.01 Whereas the parties hereto desire:

- (a) To promote the business of drywall, steel stud 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 put in place procedures to settle differences which may arise between the parties.

AND WHEREAS the Union, the United Brotherhood of Carpenters and Joiners of America, Local 2041 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 Walls and Ceilings Contractors Association - Residential Section (herein after referred to as "WACCA Residential Section"), is an accredited bargaining agent with jurisdiction to negotiate working terms and conditions for the matters set out herein in the residential sector on behalf of the employers listed in Appendix "A" hereto.

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

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 employees of the employer engaged in the installation and finishing of steel stud and drywall and acoustical systems in the residential sector of the construction industry in the City of Ottawa, Townships of Winchester and Williamsburgh in Dundas County; Carleton County (save and except the Township of Marlborough) and the United Counties of Prescott, Glengarry, Russell and Stormont. All as per Board Area 15 as defined by the Ontario Labour Relations Board.
- (b) The Union recognizes the Walls and Ceilings Contractors Association ("WACCA") as the accredited bargaining agent for all the employers engaged in the installation and finishing of steel stud and drywall systems in the residential sector of the construction industry in Board Area 15 as defined by the Ontario Labour Relations Board, or in any event recognizes WACCA as the sole and exclusive bargaining agent for all of the

employers listed in Appendix "A" attached hereto who are similarly engaged in the installation and finishing of steel stud and drywall systems 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 single family dwellings, duplexes, doubles, row housing, townhouses, 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** If the Union cannot meet the Employer’s work force requirements within two working days, the Employer may obtain employees or pieceworkers from whatever source is available to it provided that such employees or pieceworkers, before commencing work, apply to the Union and comply with all the applicable Union regulations for Membership therein.
- 3.02** 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.
- 3.03** Each employer shall hire all journeypersons and apprentices he requires through the Union and each employee must obtain a referral slip from the Union office before starting work.
- 3.04** 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.

ARTICLE 4 – SUBCONTRACTING OF WORK

- 4.01** The Employer shall not subcontract or assign work covered by Agreement except to an employer who is bound by the provisions of this Agreement.
- 4.02** Where an Employer bound by this Agreement needs to subcontract work covered by this Agreement it shall notify the Union in advance advising the Union of the name of the Company, its address and the site location for the work being subcontracted. In any event where an Employer subcontracts work he shall provide the foregoing information to the Union by the first day of the month following the month in which the subcontract was let.
- 4.03** Where an Employer bound by this Agreement subcontracts out work in accordance with 4.01 and 4.02 above, the Employer subcontracting the work agrees to pay the remittances to the Union and Trust Funds as required in Articles 7 and 10 in this Agreement on behalf of all persons performing work covered by this Agreement. The Employer shall calculate the remittance amount owed according to the wages and rates for such work as set out in Article 7. Such payment shall be made in accordance with the timelines set out in Article 10 of this Agreement.

4.04 Should there be a dispute concerning the amount that the Employer remitted to the Union under this Article, the Employer, the Union and the relevant subcontractor will meet within 48 hours to discuss the amount(s) owing by the Employer as contemplated herein, if any. Nothing in this Article precludes the Union and/or the Trust Funds from proceeding against the Employer and/or subcontractor under the grievance and arbitration provisions in this Agreement and/or under applicable statute.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

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

ARTICLE 6 - APPRENTICES

6.01 To assure the industry of an adequate supply of properly trained and skilled journeypersons, 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 in accordance with the Trades Qualification and Apprenticeship Act and amendments thereto;

- (b) A Journeypersons Training Program under which advanced training programs will be administered and coordinated for the purpose of enabling journeypersons to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts;
- (c) Establishing standards for the exclusion of experienced members of the Union from the apprentice and pre-apprentice terms and conditions in Article 6 - Apprentices, including but not limited to the threshold requirement; and,
- (d) Establishing procedures that will provide apprentices and pre-apprentices with the opportunity to complete the threshold requirement referred to in article 6.02 after 1800 hours worked.

6.02 Apprentice Wage

- (a) The minimum rate of wages for apprentices who have not met the threshold requirement and who must work on an hourly rated basis shall be a percentage of the minimum hourly rate for journeypersons as follows:

**1st Term 1800 hours - 55% of
journeyperson rate (no pension)**

**2nd Term 1801-2700 hours - 60% - of
journeyperson rate**

**3rd Term 2701-3600 hours - 70% - of
journeyperson rate**

**4th Term 3601-4500 hour work period
80% - of journeyperson rate**

**5th Term 4501-5400 hour work period
85% - of journeyperson rate**

- (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.

6.03 Apprentices who have not met the threshold requirement and must work on an hourly rated basis shall receive the same hourly contributions applicable to the journeypersons as outlined in the schedule of wages and contributions herein. The training period for the apprentices shall be for a 5400 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 journeypersons will be one apprentice for every four journeypersons employed by an employer. Changes to the ratio of apprentices to journeypersons may be recommended by the Joint Apprenticeship Board referred to in Article 6.01 above.

6.04 Apprentices shall be entitled to work on a piecework basis under this Collective Agreement provided that

they complete the basic and advanced apprenticeship courses through the Ottawa Walls and Ceilings Training Centre. This requirement shall be referred to as the “threshold requirement”. Experienced members of the Union may be exempt from the threshold requirement based on the standards set by the Joint Apprenticeship Committee pursuant to article 6.01(c).

ARTICLE 7 – WAGES AND PIECE WORK

- 7.01** (a) Hourly rates: The wages to be paid to all journeypersons employees for hourly rated work shall be as follows: (High-Rise Apartments only)

May 5, 2024		Employee Deductions	
Hourly Rate	\$38.75	Union Dues	\$1.30
Vacation Pay	\$4.26		
Personal Emergency Leave Pay	\$0.37		
Health & Welfare	\$3.25		
Pension	\$6.37		
Total	\$53.00		

May 4, 2025		Employee Deductions	
Hourly Rate	\$42.10	Union Dues	\$1.30
Vacation Pay	\$4.63		
Personal Emergency Leave Pay	\$0.37		
Health & Welfare	\$3.40		

Pension	\$6.50		
Total	\$57.00		

May 3, 2026		Employee Deductions	
Hourly Rate	\$43.62	Union Dues	\$1.30
Vacation Pay	\$4.80		
Personal Emergency Leave Pay	\$0.37		
Health & Welfare	\$3.40		
Pension	\$6.81		
Total	\$59.00		

Foreperson Differential	11% (above the applicable journeyperson's rate per hour)		
Employer Contributions			
WACCA Association Fund	\$ 0.30		
Union Promotional Fund	\$ 0.06		
Apprenticeship & Training Fund	\$ 0.20		
Safety Training Fund (Fall Protection, WHMIS, Safety, Propane, and PEWPS)	\$ 0.15		

7.02 The parties hereto agree that the following types of construction may be paid on a remuneration to production (piecework) basis for journeypersons and/or apprentices who have attained the threshold requirement on residential construction only. With respect to drywall the rates mentioned herein refer to

one thousand (1,000) square feet of drywall applied. With respect to metal framing the rates mentioned herein refer to one thousand (1,000) linear feet of any metal framing installed. With respect to insulation the rates mentioned herein refer to one thousand (1,000) square feet of insulation installed.

(a) Boarding – Apartment Building (Rate per 1000 square feet)

High-Rise Residential	May 5, 2024	May 4 2025	May 3, 2026
Over 8 feet up to and including 10 feet	\$350.00	\$370.00	\$390.00
Over 10 feet up to and including 12 feet	\$360.00	\$380.00	\$400.00

Specialty items rates (Rates per 1000 square feet)

	May 5, 2024	May 4, 2025	May 3, 2026
Cement Board	\$600.00	\$630.00	\$650.00
Exterior Wall	\$600.00	\$630.00	\$650.00
Abuse board	\$600.00	\$630.00	\$650.00

- (b) Wood Frame Residential Construction Including Single and Semi-Detached Houses and Row Townhouses (Rate per 1000 square feet)

Low-Rise Residential	May 5, 2024	May 4, 2025	May 3, 2026
Rate per 1000 square feet	\$283.00	\$300.00	\$320.00

- (c) Metal Framing (Rate per 1000 Linear feet)

High-Rise residential	May 5, 2024	May 4, 2025	May 3, 2026
Over 8 feet and including 10 feet	\$350.00	\$360.00	\$370.00
Over 10 feet and including 12 feet	\$360.00	\$370.00	\$380.00
Exterior walls all gauges	\$1286.00	\$1350.00	\$1,417.00

Heavy Steel Stud, i.e. 18 gauge and down exterior steel stud and track, employer to supply "chop saw" and blades.

- (d) Metal Ceilings (Rate per 1000 square feet)

Item Type	May 5, 2024	May 4, 2025	May 3, 2026
U-Bar	\$650.00	\$700.00	\$750.00

Grid system	\$650.00	\$700.00	\$750.00
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Bulkhead drop 24 inches from slab to underside of bulkhead (Rates per 1000 linear feet)	\$1,750.00	\$1,900.00	\$2,100.00
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(e) Insulation Installation and Vapour Barrier (Rate per 1000 square feet)

Insulation installation	May 5, 2024	May 4, 2025	May 3, 2026
Rate per 1000 square feet	\$170.00	\$180.00	\$200.00

Vapour Barrier	May 5, 2024	May 4, 2025	May 3, 2026
Rate per 1000 square feet	\$130.00	\$140.00	\$160.00

Caulking - \$6.00 per tube

(f) Door Frames

	May 5, 2024	May 4, 2025	May 3, 2026
Single Door	\$50.00	\$55.00	\$60.00

Double Doors	\$75.00	\$80.00	\$85.00
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Benefit Rate

May 5, 2024	May 4, 2025	May 3, 2026
20%	20%	20%

7.03 On all piece work referred to in Article 7.02 screw guns shall be supplied by the journeyman or apprentice performing such work.

7.04 With the exception of the work referred to in Article 7.02, all other work covered under this Collective Agreement shall be performed on an hourly rated basis in accordance with Article 7.01.

7.05 (a) Benefits - with respect to the benefits referred to in Article 7.02(a), (b), (c), (d), (e) and (f) such benefits shall be apportioned as follows:

Welfare Fund	28.20%
Union Promotional Fund	3.50%
Local 2041 Pension Plan	42.90%
Apprenticeship Fund	3.40%
Industry Fund	14.0%
Safety Training Fund	4.0%
(Fall Protection, WHMIIS, Safety, Propane, and PEWPS)	
Building Fund	<u>4.0%</u>
Total	100%

(b) Employee Deductions -With respect to all piecework arrangements referred to in Article

7.02, the employee and deductions shall be as follows:

Union Dues and Administration Fund

\$2.00/1,000 square feet for 7.02(a), (b), (d) and (e)

\$2.00/1,000 linear feet for the work referred to in 7.02 (c)

- 7.06** On piecework, transportation, room and board allowance shall be paid to the employee in accordance with Article 11 of this Agreement.
- 7.07** The employer shall provide the Union with drawings of the contracted work if the Union so requests.
- 7.08** Foreperson -Each employer shall employ a working foreperson on each project, excluding houses. The working foreperson shall be paid a premium of eleven percent (11%) per hour above the journeyperson's rate. The working foreperson must be a member in good standing with the Union for a period of one year preceding his appointment as working foreperson and must continue his good standing in the Union.
- 7.09** The provisions of this Article are subject to the Undertaking attached as Appendix "C".
- 7.10** Abnormal Conditions - When the piecework rates in 7.02 are not appropriate because certain work conditions on site are extensive, extreme and abnormal, compensation for these conditions are to be negotiated between the employee and the

employer. Such work conditions may include layout, caulking, wood backing, pot lights, bulkheads and exterior sheathing.

7.11 Trade Work Sheet / Pieceworker Invoice

- a) Every employee/pieceworker working on production shall receive from their employer with their remuneration, a statement showing company name, pieceworker name, date of work performed, job site and location, either lot or suite number, amount paid per linear foot, and square footage shipped and delivered, all extra work paid with remuneration, gross remuneration and cheque number. Each pieceworker shall deliver to the company a completed pieceworker invoice in the prescribed form.
- b) All employee/pieceworkers must complete an invoice provided by the Union, or an equivalent document containing the same information, weekly.
- c) The Employer shall pay all employees/pieceworkers working on the Employer's site. The Employer must submit the invoices received from each employee/pieceworker working on production to the Union, immediately following payment, and will have the option of submitting these invoices to the union electronically.

ARTICLE 8 - TERMINATION OR LAY-OFF

- 8.01** 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.
- 8.02** 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 for three (3) hours as reporting time.
- 8.03** 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.
- 8.04** 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 gypsum board or insulation per 1,000 square feet
- (j) the amount of metal framing installed per 1,000 linear feet

ARTICLE 9 - HOLIDAYS AND VACATIONS

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

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

9.02 Hourly 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.

9.03 Vacation pay and statutory holiday pay shall be paid to the employee weekly.

ARTICLE 10 - BENEFIT PLANS, HEALTH AND WELFARE AND PENSION

10.01 As required by Articles 6 and 7 of this Agreement, the employer shall contribute for welfare, union promotion, pension, apprenticeship and training and deduct union working dues. All the above to be a total of \$1.71 exclusive of vacation pay and union dues for each hour worked by each employee on hourly rated basis and \$6.00 per thousand square feet for the piece work performed in accordance with Article 7.02(a), (b), (d), (e), (f) and \$6.00 per thousand linear feet for piece work performed in accordance with Article 7.02(c).

The total wage package set in the Agreement was duly decreased by an equal amount to the amount of the above-mentioned deduction.

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.

10.02 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.

- 10.03** 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 2% per month from the due date of any delinquent contributions 15 days in arrears provided the employer has received five (5) days prior written notice to correct such a delinquency.
- 10.04** 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.
- 10.05** If the employer does not submit the certified audited statement as per 10.04, 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.

- 10.06** 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 a deliberate violation.
- 10.07** In the event such audit reveals that the employer has failed to remit contributions in accordance with the provisions 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.
- 10.08** Notice of delinquency shall be given by the trustees to the parties affected. When an employer fails to remit delinquent contributions, 10.03 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.
- 10.09** Where the trustees deem an employer to be a repeated delinquent in forwarding or delivering contributions and/or deductions, the employer shall post and maintain a bond, certified cheque or letter of credit in an amount to be determined by the trustees and not to exceed \$50,000.00 for each trust fund and/or plan to which the employer is required to make contributions, deductions or payment, such sums to be held in trust

by the trustees for a period to be determined by the trustees.

10.10 If the employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 10.02 unless such employer is no longer active in the area and had filed a termination report.

10.11 In order to administer the additional funds for the benefit plans, health and welfare, pension, etc. in the residential sector contained in this Collective Agreement, the parties agree and acknowledge that there should be one (1) additional representative from the Union and one (1) additional representative from WACCA added to the Board of Trustees for the Acoustical Trust Funds in existence and operating for the ICI sector at the time the first collective agreement between the Union and WACCA was entered into.

10.12 In the event that a grievance alleging that an Employer has failed to make the proper contributions 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 evidence.

10.13 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 an 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 witnesses and Business Representatives, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 133 or otherwise, for the Board of Arbitration.

10.14 In addition to all 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 11 - TRAVEL AND BOARD

- 11.01** An employer must pay a travel allowance of \$75.00 per day on all work located beyond the sixty (60) kilometers radius of the intersection of Carling Avenue and Preston Street in Ottawa.
- 11.02** The travel & board allowance noted above in Article 11.01 apply only to hourly paid workers. All piece workers and their employers will come to a mutual arrangement with the employer for traveling expenses or accommodations outside the sixty (60) kilometers radius of Carling Avenue & Preston Street in Ottawa.

ARTICLE 12 - HOURS OF WORK BASED ON HOURLY RATE

- 12.01** The regular working day shall consist of eight (8) hours of work between 8:00 a.m. and 4:30 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.
- 12.02** 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.

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

12.04 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.

12.05 This article does not apply to piece work.

ARTICLE 13 - BUSINESS REPRESENTATIVES

13.01 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 14 - JOB STEWARDS

14.01 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 journeyman and who either:

- (a) are in possession of a Class A Safety Certificate from the Construction Safety Association of Ontario; or
- (b) agrees to enroll in a course to obtain such certificate and does enroll in such a course within two weeks of his appointment as a job steward.

- 14.02** 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 foreperson and the Union. He shall also report all infractions of government safety regulations to the foreperson 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.
- 14.03** The steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to the hospital without loss of time or pay provided he has either obtained the Safety Certificate referred to in Article 14.01(a) above or alternatively, enrolled for such certificate as referred to in Article 14.01(b).
- 14.04** 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.
- 14.05** The job steward must himself be working under the same method of remuneration as the majority of the workmen on site.

ARTICLE 15 - GENERAL WORKING CONDITIONS

- 15.01** All apprentices must work under the supervision of a journeyperson.
- 15.02** 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.
- 15.03** 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.
- 15.04** Sanitary drinking facilities shall be provided by the employer.
- 15.05** The use of portable radios shall be at the discretion of the employer.

ARTICLE 16 - SAFETY

- 16.01** Forepersons, journeypersons 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.

16.02 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 in accordance with Workers' Compensation standards. Transportation shall be supplied by the employer when necessary to the hospital or local doctor at the time of the injury only.

16.03 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 17 - TOOLS

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

- 1 suitable metal or wooden tool box
- 1 set of nippers, 1 hammer
- 1 gyproc axe, 1 pair of aircraft snips
- 1 magnetic nail holder
- 1 pocket ruler (12 ft. minimum)
- 1 50-foot measuring tape
- 1 plumbob and chalk line
- 1 medium sized level
- 1 1 '2" cold chisel
- 1 centre punch

- 1 adjustable hacksaw
- 1 utility gypsum knife
- 1 screw gun
- 1 keyhole gypsum saw
- 1 tool pouch
- 1-100 foot extension cord 1 pointer laser

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.

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

ARTICLE 18 - TRADE JURISDICTION

18.01 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 installation of all materials and component parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangars, carrying channels, cross furring stiffeners, braces, all bars regardless of material or method of attachment, all integrated ceilings, ceiling heat fill, all main tees, splines, splays, wall and ceiling angles or moulding, all backing board and finish ceiling material regardless of method of installation. All work

in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracings, fire blocking, resilient channels, and furring channels, the installation of metal door and window frames. Metal casing, metal trim, and metal plaster stops, moulding, base, and accessory trim items for partition systems, the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board, the fireproofing of beams, columns and chase, the installation of sound and thermal insulation materials, the installation of fixture attachments including all layout work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith, the installation, tying and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels, backing board, installation of any material used as base for thin coat plaster, acoustical material of mineral or fibre, the installation of lead baffles, insulation material, bead board and rigid insulation, metal and/or plastic compositions, including

monolithic adhesives or any material attached to the above described metal construction.

(b) The installation of all pre-built, either on-site, or off-site, light weight exterior component systems, such as, but not limited to, Outsulation and Drivit system including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work.

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

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

ARTICLE 19 - GRIEVANCE PROCEDURE AND ARBITRATION

19.01 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

—

—

pecially appointed representatives of the employer and the Union.

19.02 All complaints must be brought to the attention of the other party via a written grievance within a period of sixty (60) days from the commencement of the circumstances from which the complaint arose.

19.03 A meeting to discuss any dispute or grievance shall be called within five (5) 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 written grievance.

19.04 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 arbitrable, either of the parties may, within five (5) 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. Such written notice shall include the name of the grieving party's nominee to the Arbitration Board, and state clearly the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any, is claimed by the party requesting arbitration.

- 19.05** The party receiving such written notice shall, within five (5) days of receipt of the notice, advise the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall within five (5) days of the appointment of the second of them, appoint a third party who shall act as Chairperson of the Arbitration Board. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
- 19.06** The Arbitration Board 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 and any employee or employer affected. The decision of a majority of the Board shall be the decision of the Board and if there is no majority the decision of the Chairperson shall govern. However, it is understood that there shall be no alteration or amendment to any part of this Agreement.
- 19.07** The fees and expenses of the Chairperson shall be borne one-half by the employer; any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.
- 19.08** All time limits mentioned in this Article are mandatory.

ARTICLE 20 - MANAGEMENT RIGHTS

20.01 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 21 - SEVERABILITY

21.01 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 22 - SUCCESSOR AND ASSIGNS

22.01 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 23 - DURATION OF THE AGREEMENT

23.01 This Agreement shall be binding and remain in effect from May 1, 2024 to April 30th, 2027, 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, 2027, or in a like period in any triennial year thereafter.

ARTICLE 24 - RESTRICTIONS

24.01 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 25 - VOLUNTARY RECOGNITION

25.01 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 all newly executed Voluntary Recognition Agreements to the Association.

Dated at Ottawa, this **9th** day of **July**, 2024.

Signed on behalf of:


Walls and Ceilings Contractors


Association Union Local 2041

APPENDIX "A"

RESIDENTIAL EMPLOYERS CARPENTERS, LOCAL 2041

10602841 Canada Inc

11245279 Canada Inc.

132866 Canada Ltd. (Louis Brisson)

150960 Canada Inc. (1 Bruno Belanger)

162266 Canada Inc.

2449442 Ontario Inc. (Richard Goulet)

927893 Ontario Ltd. (Leduc)

1457601 Ontario Inc. o/a A&D Enterprises 2001

A&B Drywall and Ceilings

A&G D'Angelo Ltd

Aristocraft Drywall Ltd.

Able Drywall Ltd & S. Vitello Drywall Ltd.

Acoustic Gypse Inc.

ABR Construction Inc.

Acc-Par Systems Ltd.

Accurate Drywall & Construction Ltd

Acoustic Inter (2887681 Canada Ltee.) Advance Drywall

Acoustique SM (2100943 Ontario Inc)

A D'Angelo Drywall, D. D'Angelo Drywall Co. Ltd. G. D'Angelo
& Sons

Antonick Interiors Inc.

Aries Contracting Inc.

Augustina Construction (Frank)

B3 Construction Inc.

Bascelli Construction Inc. and CTB Construction Inc.
Bassi Development Corp.
BBL Construction (7170289 Canada Inc)
Bond Design Build Inc.
Buildtech Carpentry (6407391 Canada Inc)
Bulkhead C.S. Inc.
C & L Construction (Ottawa) Ltd.
C.D. Interiors Ltd.
C.P.R Decor Drywall
Caledon Drywall Care Drywall
Cassidy E.W. Construction Consultants
Cayer Construction (3247481 Canada Inc)
Chaffey & Son Contracting
Classic Renovations (11044966 Canada Inc)
Claude Nadeau(86145-0328)
Construction Integral M.T. Inc
Construction JPL
Construction M. Piche
Construction ML
Construction Richard Lessard Ltd.
C-Rok Interior Partitions
Credal Construction Inc.
Crochemore Construction Inc.
D&D Construction (11142828 Canada Inc.)
D' Angelo Plastering Inc.
D.F.G Drywall Inc.
D.M.Y Construction Ltd.
Daniel Blain Acoustic
Detailed Drywall (1149477 Alberta Inc)

DCL Drywall Construction (2881195 Canada Inc.)
D.N.S. Construction (David Foley)
Dolyn Construction Ltd.
Donovan & Lebeau Company
Durabuilt Construction Inc.
Echo Construction (9942505 Canada Inc)
En-Phase Construction Inc.
Entreprise Daniel Auger
Entreprise de Construction C.G. Eng.
Evolution Drywall
Eyes of Barhaven Inc.
Ferano Construction Ltd.
Gabriel D'Angelo & Sons Ltd.
Genko (10783552 Canada Inc.)
Ghislain Vallieres
Giamberardino Contracting Inc.
Groupe Piche Construction Inc.
Groupe Piche Construction (Ontario) Inc.
Groupe Tre-Per Inc.
Harik General Contracting Inc
Inowall (13785963 Canada Inc.)
Installation D.C.
J.B.R. Drywall Inc.
J.R. Noel Plastering Jensen & Head Lathing
Jean-Yves Bernard Drywall
Jeremy Cloutier Construction
JPL Construction Services Inc.
Jumbo Drywall Inc.
KED Contracting (10114375 Canada Inc)

Korban (1997) Ltd.
Korban Inc.
Labbe Construction (9293-4892 Quebec Inc)
Leduc and Associates
Les Constructions ATC Inc. (14681495 Canada Inc.)
Les Constructions Benoit Lariviere
Les Constructions Claude Berube Ltee
Les Constructions Mann Enr.
Les Constructions MND (Quebec) Inc.
Les Constructions Maxx Lachance Inc.
Les Construction Michel Gagnon
Les Constructions Novotek (2739321 Canada Inc.)
Les Constructions Rhema Inc.
Les Constructions Vallieres et Freres
Les Constructions Valbert Inc.
Les Constructions Val-Po (154924 Canada Inc.)
Les Enduits Ispro Inc.
Les Entreprises Aurele Gareau
Les Entreprises D L.P Enr.
Les Entreprises D.V.
Les Entreprises Somi Inc.
Limitless Construction (11910213 Canada Inc)
M&N Construction
M&M Interior Contracting
M&M Desormeaux General Contracting Ltd
M. Sullivan & Sons
Maken Inc (14348664 Canada Inc.)
Marcantonio Plastering Company Ltd.
Marcantonio, P. & C.

Mavco Construction Inc.
Mélika Rénovation
MGC Construction (14730356 Canada Inc.)
Nadeau Acoustic Inc.
Nation Drywall Contractors Ltd.
Nation Drywall Limited (Drywall Nation Limitee)
Neon Exim Ltd.
Newgen Construction Corporation
NG Construction (6977031 Canada Inc.)
Nick Giamberardino Ltd. & New Style Drywall
Normand Ltd
ONYX Construction (10601403 Canada Inc)
Ormesher Decor (1980) Ltd.
Ottawa Acoustic RL Inc.
Palmex Interior Systems Limited
Panda Ceiling & Partitions
Part-Con Construction Partitions G.F. Inc.
Partition Plus Construction Ltd
Partitions Jean Bernard Partitions Plus Enr.
Paul Hamelin Construction Ltd.
Pegino Entepises
Pino Drywall
Plano Construction Inc.
Profile Sales & Contractors Progress Interior Systems
Prefab Engineered Wall Systems Ltd.
Pro-Gypse (9398-5604 Quebec Inc)
Progest Construction & Renovations Perfect Drywall Ltd.
Reg Drywall Inc.
RGZ Cambridge Inc.

Riccardo Construction Inc.
Ronco (Les Systemes Interieures Ronald Clairmont) Salvi
Drywall Insulator
Roy Drywall Ltd.
R. Chabot General Contractor Continental Acoustics
Samana Construction Inc.
Sanchez Drywall Ltd.
Sapacon Drywall Ltd.
SEKA Construction (2617305 Ontario Inc)
Serco Construction Ltd.
Shaping Construction,
Skylark Construction,
Antonio Sorbera Partitions
Solutions CMD Inc.
Soubliere Interiors Ltd.
Source Four Construction Ltd.
Systèmes Intérieurs (Eric Busque)
Systemes Interieures Montreal Inc.
Système Intérieurs Pioneers (14101103 Canada Inc.)
The Drywall Company Inc.
Valley Interior York Lathing
Western Drywall (1897414 Ontario Inc)

APPENDIX "B"

VOLUNTARY RECOGNITION AGREEMENT BETWEEN:

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA,**

LOCAL 2041

(hereinafter referred to as the "Union")

-and-

**WALLS AND CEILINGS CONTRACTORS AS-
SOCIATION**

(hereinafter referred to as the "Employer")

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 for Board Area 15 in the Province of Ontario, which Collective Agreement has been entered into between the Union and various named employers engaged in work in the residential sector;

AND WHEREAS the Union has demonstrated to the Employer that it has as members a majority of the said employees employed on the date hereof and is therefore entitled to represent such employees;

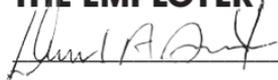
NOW THEREFORE the Union and the Employer have agreed as follows:

1. The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer engaged in the installation and finishing of steel stud and drywall and acoustic systems in the residential sector of the construction industry.
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 by the local Residential Agreement made between the Union and the Employer as party hereto in Board Area 15 and any renewals of the said Collective Agreement.

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

Dated at Ottawa, this 9th day of July, 2024

**ON BEHALF OF
THE EMPLOYER**

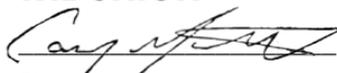


Signature

Derek Smith

Print Name

**ON BEHALF OF
THE UNION**



Signature

Casey Martel

Print Name

APPENDIX "C"

PARTICIPATION AGREEMENT

PURSUANT TO a Collective Agreement (hereinafter called the "Collective Agreement") between the WACCA (hereinafter called the "Association"), and the Drywall Acoustic Lathing and Insulation Local 2041 of the United Brotherhood of Carpenters and Joiners of America (hereinafter called the "Union") providing for a Welfare Trust Fund, Pension Plan 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 "D"

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 at Ottawa, this **9th** day of **July**, 2024

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MAILING ADDRESS:

U.B.C.J.A., Local 2041

8560 Campeau Drive
Ottawa, ON
K2T 0N7

Tel: (613) 746-1265

Fax: (613) 744-0912

OFFICE HOURS:

Monday - Thursday: 8:00am-4:30pm

Friday: 8:00am-4:00pm



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