

MASTER AGREEMENT

This Agreement is made this **25th** day of **July, 2022** and covers the period from **May 1, 2022** to **April 30, 2025**.

BETWEEN:

**THE ONTARIO PAINTING CONTRACTORS ASSOCIATION
ACOUSTICAL ASSOCIATION ONTARIO
INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO**
(Hereinafter referred to as the "Employer Bargaining Agency")

and

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
and
**THE ONTARIO COUNCIL OF THE INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES**
(Hereinafter referred to as the "Union")

ARTICLE 1

RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in the work referred to in:
- (i) Appendix "A" attached hereto, in all sectors of the construction industry in the Province of Ontario and engaged in any such work of a non-construction nature in the said Province, save and except any work covered by the Collective Agreement between the Ontario Council of the International Union of Painters and Allied Trades and The Electrical Power Systems Construction Association; and,
 - (ii) Appendix "B" attached hereto, the Employer recognizes the Union as the sole and exclusive bargaining agent for its employees engaged in the work outlined in the Scope and Trade Jurisdiction of Work of the Agreement in the Province of Ontario, save and except any work covered by the Collective Agreement between the Ontario Council of the International Union of Painters and Allied Trades and The Electrical Power Systems Construction Association.
 - (iii) Appendix "C" attached hereto, in all sectors of the construction industry in the jurisdictional territory referred to in Appendix "C" and engaged in any such work of a

non-construction nature in the said territory, save and except any work covered by the Collective Agreement between the Ontario Council of the International Union of Painters and Allied Trades and The Electrical Power Systems Construction Association.

ARTICLE 2

UNION SECURITY

- 2.01 The Employer agrees to employ only members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ only employees who are members in good standing with the Union. All such employees shall be hired through the appropriate Local Union Office for the Local Union in the area jurisdiction where the work is being performed.
- 2.02 The Union agrees to furnish competent available members to the Employer on request but should no members be available, then the Employer shall have the right to hire competent employees from other sources provided, however, that such employees must first obtain a referral slip from the Local Union office and must become a member of the Union within thirty (30) days after hiring. Such referral slip may be forwarded and/or obtained by facsimile or electronic method.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The management of the business of the Employer and the directing of its working force, including the right to hire, promote, transfer, discharge or discipline for just cause and to maintain discipline and efficiency amongst its employees is the responsibility of the Employer provided however, the Union members shall not be discriminated against by reason of such membership.

ARTICLE 4

NO STRIKE OR LOCK-OUTS

- 4.01 As long as this Agreement continues to operate, no employee bound by this Agreement shall strike and no Employer bound by this Agreement shall cause or direct any lock-out of employees.

ARTICLE 5

GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01 Any dispute, difference or controversy arising out of this Agreement shall first be discussed between the employee and the Employer's representative within ten (10) calendar days of the occurrence of the grievance. Failing settlement, the matter will then be discussed between the Employer and the Local Union Business Representative within the next ten (10) calendar days.

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- 5.02 Should the grievance not be resolved within a further ten (10) calendar days by the said Business Representative and Employer then it shall be submitted to Arbitration in accordance with the Ontario Labour Relations Act.

ARTICLE 6

SAFETY AND COMPENSATION

- 6.01 Each Employer shall conform to the regulations laid down by *Occupational Health and Safety Act* and the *Workplace Safety & Insurance Act* of Ontario and all Municipal, Provincial, and Federal regulations.

ARTICLE 7

STEWARDS

- 7.01 The Union may appoint, at its option, one Shop Steward for each Employer bound by this Agreement and when so doing shall inform each Employer in writing of the appointee.
- 7.02 In a lay-off situation the Shop Steward will be the last employee to be laid off by an Employer provided that the Shop Steward is able to perform the work required by such Employer.

ARTICLE 8

FORMAT OF AGREEMENT

- 8.01 Attached hereto are the following Appendices, which are incorporated into and form part of this Agreement, namely:
- (i) Appendix "A" being the Painters Appendix covering employees as therein defined, including high pressure water blasting; and wet and dry vacuuming.
 - (ii) Appendix "B" covering all journeyperson Drywall Finishers (Tapers, Plasterers, Fireproofing Applicators, Acoustical Sprayers, **Hazardous Material Workers**, Sprayed Polyurethane Applicators, Exterior Insulated Finishing System Applicators, Exterior Stucco Applicators, Air/Vapour Barrier workers) and all other workers performing any work described in Article 3 of Appendix "B" herein, and their respective apprentices or trainees and working foremen.
 - (iii) Appendix "C" covering employees engaged in floor laying in the jurisdictional territory therein referred to.

ARTICLE 9

ENABLING CLAUSE

- 9.01 The terms and conditions of this collective Agreement may be changed or amended by written Agreement between the Employer Bargaining Agency and the Union.

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- 9.02 Any changes or amendments agreed to by the Employer Bargaining Agency and the Union shall not be effective unless and until such change or amendment has been reduced in writing and executed by all parties hereto.

ARTICLE 10

PARTICIPATION AGREEMENT

- 10.01 Pursuant to the Collective Agreement between the Employer Bargaining Agency (herein called the "E.B.A.") of which the Employer is a member, and the International Union of Painters and Allied Trades (herein called the "Union"), providing for a Welfare Trust Fund, a Pension Plan, a Vacation Pay Trust Fund and an Industry Fund to fund plans of benefits, etc. for employees in the construction industry in the Province of Ontario, and in consideration of the extension of such Plans, to cover employees of the employer, the employer covenants and agrees to pay contributions in respect of such Plans, to the Trustees or as the Trustees may direct, in effect from time to time between the E.B.A. and the Union, and the Provisions of the Agreement and

Declaration of Trust governing the Welfare Trust Fund as the same may from time to time be amended, supplemented or replaced, and the employee further covenants and agrees to otherwise observe and be bound by the provisions of such Collective Agreement with respect to the Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and the Industry Fund, and the provisions of the Agreement and Declaration of Trust governing the Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and Industry Fund 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 designate.

ARTICLE 11

TOP WORKPLACE PERFORMANCE PLAN

- 11.01 If any member working for an Employer is terminated for cause, his/her union hiring hall referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time by a contractor bound to this Agreement within a twenty-four (24) month period, his/her union hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time by any contractor bound to this Agreement within the same twenty-four (24) month period, his/her hiring hall referral privileges shall be suspended indefinitely.
- 11.02 A termination shall not be considered as "for cause" for purpose of this provision if the member or the Union have filed a grievance challenging the propriety of the member's termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Ontario Labour Relations Board, another Tribunal or Court or an Arbitrator shall be binding.

ARTICLE 12

DURATION AND TERMINATION

- 12.01 The Agreement is effective from **May 1, 2022** and shall remain in full force until the **30th day of April, 2025** and for a further period of one year thereafter, unless within a period of not more than ninety (90) days prior to the expiry day of this Agreement, written notice is given by either party signatory to this Agreement of the desire to amend, alter or cancel any of the provisions of this Agreement.
- 12.02 Within thirty (30) days of the receipt of any such notice a joint meeting shall be held for the purpose of considering the possible changes.
- 12.03 If negotiations are in progress at the time of the expiration of this Agreement, same shall remain in effect until the conclusion of such negotiations.

APPENDIX "B"

BETWEEN:

ACOUSTICAL ASSOCIATION ONTARIO

and

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO

by and on behalf of its member Employers

(hereinafter called the "Association")

OF THE FIRST PART

- and -

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

and

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

(hereinafter called the "Union")

OF THE SECOND PART

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

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

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

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

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

ARTICLE 1

RECOGNITION

- 1.01 The Association for and on behalf of the Employer, recognizes the Union as the sole and exclusive bargaining agent for all journey person drywall finishers (tapers), plasterers, spray fireproofing applicators, acoustical sprayers, hazardous material workers including asbestos removers and mould removers, fire stopping, Exterior Insulated Finishing System, Exterior Stucco, Sprayed Polyurethane Applicators, Polypropylene Plastic Sheet Membrane Applicators and Air / Vapour Barrier workers and their respective apprentices or trainees and working foremen engaged within the Province of Ontario.
- 1.02 If an Employer is a partnership or a corporation, no member of the firm shall work with the tools.
- 1.03 All Employees covered by this Agreement shall be hired through the offices of the Union. It is further agreed that the Employer may recall employees through the Union's office, provided the employee is unemployed and registered at the Union's office on the date of recall. The Employer may name hire any employee listed on the Union's unemployed list. In the event an employee is hired directly by the employer, a referral must be requested from the union's office. This request must include the job location.

It is the responsibility of each employee, as a condition of job referral to complete any and all government mandated health and safety training **such as WHMIS/GHS, Confined Space Hazard Awareness for Construction, Working at Heights, Worker/Supervisor Health & Safety Awareness, Workplace Violence and Harassment Training, First Aid, or other training** required for the job duties prior to referral. The Union will make every effort to provide the Employer with proof of the government mandated health and safety training certificates obtained. Any member who does not complete such training will not be considered qualified for referral to that job.

- 1.04 The Employer agrees to hire only employees who are members in good standing of the Union.
- 1.05 Military Reservists Provision
- a) The parties agree to accommodate members of the Canadian Forces Reserves when their responsibilities to the Reserves overlap with their working hours.
 - b) Upon completion of the Reservist's military responsibilities, the worker may at the employer's discretion be the first rehire by the original employer when a dispatch request has been made.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.01 This Agreement shall be applicable to and effective within the Province of Ontario and shall inure to the benefit of and be binding upon all other parties executing this Agreement.
- 2.02 The Parties agree to establish, with mutual consent of the local union, Local Joint Labour

Management Committees, which shall meet semi-annually, or as otherwise required to review matters of mutual concern.

ARTICLE 3

TRADE JURISDICTION

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

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

The preparation and application of the interior and exterior surfaces for the purpose of receiving paint finishes, including pigmentations, monolithic design for finished wall treatment not limited to stone, glass, plastic, gypsum products, architectural finishes, epoxy, catalyst, polyester fillers, binders, additives of any combination formalization, regardless of density and consistency. Installation of strengthening membranes for the purpose of holding or binding together the various applications using the tools of the trade or manufactures recommended. All work involved in fireproofing, **drywall finishing**, plastering, acoustical spraying, **hazardous material removal**, fire stopping, or related work, including spray or troweling of cementitious, fibre, urethane, cellulose materials for said purposes and the application of materials such as but not limited to, A/D fire barrier, fire stopping, fire-rated wall and floor assemblies, cable tray penetration, voids between multi cable/pipe installations, perimeter of slabs and top of masonry wall, etc., and the application of polyurethane sprayed foam and polypropylene plastic sheet membrane (i.e., air-gap/drainage membrane) and lead removal, chemical remediation and biological hazardous clean-up."

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

3.04 The trade jurisdiction includes the handling of all materials listed in the section of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction from the job stock piles.

ARTICLE 4

SUBCONTRACTING

4.01 An Employer shall not sub-contract work covered by this Agreement except to a contractor bound by this Agreement.

4.02 The Union shall not permit its members to undertake any work covered by this Agreement other than for a contractor bound by this Agreement unless for the sole purpose of organizing the contractor into the Union.

4.03 The Union agrees to take all reasonable steps to enforce compliance with the provisions of Article 4.01 and 4.02.

4.04 Where the Union receives notice of a situation where there is an existing breach of any of the

provisions of Article 4.01, it shall forthwith commence and thereafter diligently prosecute the appropriate steps under the appropriate grievance and arbitration provisions or under its own constitution.

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

ARTICLE 5

PAYMENT OF WAGES

- 5.01 All payrolls to be closed weekly.
- 5.02 Employees to be paid by automated bank deposit or by cheque at par within seventy-two (72) hours of closing time of books. Payment by cheque to be made on or before Thursday of any week.
- 5.03 When an employee is laid off or dismissed, he or she shall receive all monies and records due to him or her by the Employer by no later than the next regular pay day. All employees will receive one (1) hours' notice with pay. If the Employer fails to give the employee one (1) hours' notice in advance of lay-off, then the employees shall be paid an additional one (1) hour's pay.
- 5.04 When an employee is discharged for just cause, the Employer shall forward his or her pay to him or her by registered mail within seventy-two (72) hours from time of discharge.
- 5.05 When it is not possible to process the requisite government document forms at the time of discharge or lay-off, the Employer agrees to send them to the employee by registered mail within seventy-two (72) hours from the time of termination.
- 5.06 (a) All pay whether by automated bank deposit or by cheque shall be accompanied by a pay slip or cheque stub which shall contain the following information:
- 1) Employee Name;
 - 2) Employer Name;
 - 3) hours worked;
 - 4) rate of pay per hour;
 - 5) income tax deducted;
 - 6) CPP;
 - 7) EI;
 - 8) vacation pay;
 - 9) all contributions, deductions, monthly union dues and administration dues are to be made in accordance with the terms of this Agreement.
- (b) Pieceworkers working in the high rise residential and the low rise residential must receive properly completed trade work sheet forms, along with their cheques, in accordance with the Collective Agreement. (See copy attached to the Collective

Agreement).

- (c) Should no pay slip or Work Sheet or cheque stub be issued or should it not contain the information as stated in Article 5.06 (a) and (b), then provided the matter is raised within **sixty (60)** days of the delivery of the pay, the Employer shall be required to pay jointly to the Association and Union as liquidated damages, a sum equal to the amount of the cheque for each pay period. In addition, the employee shall be fined by the Union the sum of five hundred dollars (\$500.00) per pay period which sum shall be paid jointly to the Union and the Association. No claim shall be made for any period exceeding **sixty (60)** days.
- (d) Copies of the Trade Work Sheet forms referred to in Article 5.06(b) herein, must be completed in accordance with the copy attached to the Collective Agreement, or an equivalent document containing the same information, on a weekly basis. In addition to providing one (1) copy to the pieceworker, the contractor shall provide a copy to the Union within two (2) business days after the close of payroll, if the Union so requests.
- (e) Payment of Wages - Pieceworkers who have completed work in the high rise residential and low rise residential shall not be back-charged any amount by the employer after sixty (60) days following the completion of such work. Any proper back-charges by the employer must be made within sixty (60) days following the completion of such work by the pieceworker. This applies only to pieceworkers in the residential sector.

ARTICLE 6

PERSONAL SAFETY BOOKLET

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

ARTICLE 7

LOCAL APPRENTICESHIP COMMITTEE

- 7.01 To ensure the industry of an adequate supply of properly trained and skilled mechanics, there shall be a Local Apprenticeship Committee. The Committee shall be responsible for administering and coordinating the apprenticeship program under the Ministry of Labour, Immigration, Training and Skills Development.
- 7.02 The Committee shall be responsible for:
- (a) An Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also coordinated with appropriate provincial legislation; and
 - (b) A Journeyperson Training program under which advanced training programs will be administered and also co-ordinated for the purpose of enabling journeypersons to acquire a full and complete knowledge of the advancements, new techniques and skills in their craft.

- 7.03 The Committee shall meet as required. Four (4) members of the committee shall constitute a quorum except that where, at the request of either Chairman of the respective committee, a special summoned meeting is called; two (2) representatives of each party shall constitute a quorum.

ARTICLE 8

APPRENTICES

- 8.01 The minimum rate of wages for apprentice drywall finishers (tapers) and plasterers shall be as follows. Effective **July 3, 2022**, all hours accumulated during in school training will be applied towards total hours in the trade for wage and benefit purposes.

1 – 2400 hours worked	Wages	55% of Journeyperson Rate (Article 17A, Subsections 1 – 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
2401 – 3600 hours worked	Wages	65% of Journeyperson Rate (Article 17A, Subsections 1 – 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19) except pension
3601 – 5400 hours worked	Wages	75% of Journeyperson Rate (Article 17A, Subsections 1 – 5)
	Vacation Pay	10% of gross wages earned paid to Trust Fund
	Benefits	All benefits (Article 19)

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

- 8.02 The training period for apprentices shall be five thousand, four hundred (5,400) hours.
- 8.03 The ratio of apprentices to journeypersons must be one (1) apprentice to every three (3) journeypersons, on the payroll, if available. Changes to the ratio of apprentices to journeypersons may be recommended by the Local Apprenticeship Committee.
- 8.04 It shall be the responsibility of the officers of the Union District Council 46 (Local 1891) to advise contractors employing workers in their jurisdictional area, of the status of apprentices as determined by the Local Apprenticeship Committee if in place.
- 8.05 The Employer agrees that there shall be at least one (1) apprentice paid on an hourly basis employed at each apartment building.
- 8.06 It will be mandatory for each apprentice to attend apprenticeship training school and complete the required classes.
- 8.07 Only members of the Union who are in possession of a Certificate of Qualification or Certificate of Apprenticeship or equivalent shall be dispatched from the Union Hall once such a requirement is mandated.

Appendix "B"

- 8.08 Any apprentice who has worked five thousand, four hundred (5,400) hours and who has completed all required classes at the apprenticeship training school shall be classified as a Full Term Apprentice receiving a minimum of ninety percent (90%) of the Journeyperson's rate until such time that the apprentice obtains a Certificate of Qualification making him or her a **certified** Journeyperson receiving full Journeyperson's rate as per Article 17A, Subsections 1 - 5.
- 8.09 The Employer agrees to designate a company representative to be assigned for the purpose of completing the "Monthly Summary Report" on work performance for each apprentice in his/her employ.
- 8.10 Apprentices must successfully complete the final examination required for a Certificate of Qualification as a Journeyperson within six (6) months of completion of the required schooling and hours of work to fulfill the requirements of their apprenticeship or their membership in the union may be revoked.

ARTICLE 9

STATUTORY HOLIDAYS

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

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

employees shall be paid double their regular rate of pay.

ARTICLE 10

TOOLS & TRAINING

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

Appendix "B"

- 10.03 The Parties agree to work mutually on developing a skilled workforce, including machine taping skills.
- 10.04 The union agrees to work towards a province-wide training verification system that would include all training information on anyone dispatched from the hall.

Effective May 1, 2022, all working members and members dispatched from the hall, will provide an updated referral summary to each employer, which will include the electronic QR Code on the "Health and Safety Training Cards" issued by the Interior Finishing Systems Training Centre (IFSTC) or the Union on the referral, as well as a summary of any additional training which is not recognized or captured from the QR code from IFSTC or the Union.

ARTICLE 11

BUSINESS REPRESENTATIVE

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

ARTICLE 12

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

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

The parties jointly acknowledge the importance of health and safety at work, which includes that all employees report to work fit to perform their duties and free of impairment for any reason, including from drugs and alcohol for the duration of the entire shift. The Employer and the Union express their joint determination to deal cooperatively and constructively with employees seeking assistance or treatment for an addiction, having regard to their respective obligations under the Ontario Human Rights Code and the case-by-case application of the accommodation obligations included therein.

ARTICLE 13

**OVERTIME FOR THE PROVINCE OF ONTARIO
FOR ALL HOURLY EMPLOYEES**

13.01 All work performed in excess of the regular working day of eight and one half hours (8 ½) from Monday to Thursday and six hours (6) on Friday shall be deemed to be overtime work. The rate of wages for the first three (3) hours of overtime in any one (1) regular working day and any work performed on Saturday, shall be time and one half the regular hourly rate, and work performed on such days after three (3) hours overtime and any overtime work performed on Sunday or statutory holiday shall be paid at double the regular hourly rate. Despite the foregoing, no overtime premiums shall be paid on the first forty (40) hours worked in a week unless good reason is presented for not working forty (40) hours in the week and no overtime for weekend or holiday work shall be paid in the event an employee fails to report to work on the following regular scheduled work day unless good reason is presented.

13.02 The Employer agrees to notify the Union of all overtime work.

13.03 Reporting Allowance

When an employee reports for work as usual and is unable to commence work because of circumstances beyond his/her control except inclement weather or labour disputes, he/she shall be given two (2) hours' pay plus any applicable travel allowance, if any, for reporting to the job, provided that the employee remains on the job site, if required, for other duties assigned by the employer.

ARTICLE 14

**SHIFT WORK FOR THE PROVINCE
OF ONTARIO FOR ALL HOURLY EMPLOYEES**

14.01 Any extra daily shift on any particular job shall be of not more than eight and one half (8 ½) hours daily between midnight Sunday to midnight Friday of the same week. No employee except the foreman shall be permitted to work more than one (1) shift in any twenty-four (24) hours. When such shift system is worked, the rate of wages shall be:

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

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

ARTICLE 15

**OCCUPIED PREMISES FOR THE PROVINCE
OF ONTARIO FOR ALL HOURLY EMPLOYEES**

Appendix “B”

15.01 In occupied premises where the Employer cannot work regular work shifts as set out in Article 12.01 due to job conditions and/or owner/tenant requirements, or the area in which the work is to be performed is used for its usual business purposes during the day, a regular work period or periods of eight and one half (8 ½) consecutive hours in any twenty-four (24) hour period may be worked for five (5) consecutive twenty-four (24) hour periods. Work performed during the above noted five (5) consecutive twenty-four (24) hour periods will be paid at the regular day shift wage rate. The next two (2) consecutive twenty-four (24) hour periods will be fixed at the sixth (6th) and seventh (7th) periods, and if worked by the employee, shall be paid at double time as if for Sunday or statutory holiday worked.

ARTICLE 16

REST PERIODS

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

ARTICLE 17

TRAVELLING EXPENSE - ROOM AND BOARD

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

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

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

17.02 On projects located more than 160 kilometers radius, an employee shall be paid in addition to room and board, a travelling allowance of **thirty eight (\$0.38) cents** per kilometer at the start and completion of the project or termination of his or her employment.

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

ARTICLE 17A

BASIC WAGE RATE

The following are the Territorial Jurisdictions and Geographic areas together with the Wage Rates for all Journeyman Drywall Finishers (Tapers), Plasterers, Fireproofing Insulators, Acoustic Sprayers, Hazardous Material Workers, Exterior Insulated Finishing Systems Applicators, Exterior Stucco Applicators, Sprayed Polyurethane Applicators, Air/Vapour Barrier Workers, and all other workers

performing any work described in Article 3 of Appendix “B” herein in the Province of Ontario. Rates for their respective Apprentices and Trainees in the Province of Ontario are set out in Article 8, 23, 24 and 25 of Appendix “B” herein as applicable.

1. Toronto and Vicinity

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$46.61	\$4.66	\$3.73	\$1.57	\$6.15	\$62.72
May 1/23	\$48.61	\$4.86	\$3.88	\$1.57	\$6.55	\$65.47
May 1/24	\$50.79	\$5.08	\$4.03	\$1.57	\$7.00	\$68.47

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

1A. Oshawa

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$42.47	\$4.25	\$3.73	\$1.57	\$6.15	\$58.17
May 1/23	\$43.79	\$4.38	\$3.88	\$1.57	\$6.55	\$60.17
May 1/24	\$45.74	\$4.57	\$4.03	\$1.57	\$7.00	\$62.91

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

2. Hamilton, Niagara Falls and Barrie

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$41.72	\$4.17	\$3.73	\$1.57	\$6.15	\$57.34
May 1/23	\$43.04	\$4.30	\$3.88	\$1.57	\$6.55	\$59.34
May 1/24	\$44.65	\$4.46	\$4.03	\$1.57	\$7.00	\$61.71

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

3. Kitchener

Territorial Jurisdiction as follows: Counties or Regions of Waterloo, Wellington, Dufferin, Grey, Haldimand and Norfolk.

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$38.18	\$3.82	\$3.73	\$1.57	\$6.15	\$53.45
May 1/23	\$39.50	\$3.95	\$3.88	\$1.57	\$6.55	\$55.45
May 1/24	\$41.45	\$4.15	\$4.03	\$1.57	\$7.00	\$58.20

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

4. London,

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$37.36	\$3.74	\$3.73	\$1.57	\$6.15	\$52.55
May 1/23	\$38.23	\$3.82	\$3.88	\$1.57	\$6.55	\$54.05
May 1/24	\$39.60	\$3.96	\$4.03	\$1.57	\$7.00	\$56.16

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

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

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$37.04	\$3.70	\$3.73	\$1.57	\$6.15	\$52.19
May 1/23	\$38.13	\$3.81	\$3.88	\$1.57	\$6.55	\$53.94
May 1/24	\$39.93	\$3.99	\$4.03	\$1.57	\$7.00	\$56.52

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

6. Ottawa, Cornwall

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

Effective Date	Hourly Wage Rate	*Vacation Pay (10%)	Health & Welfare	**Funds	Pension	Total
July 3/22	\$39.46	\$3.95	\$3.73	\$1.57	\$6.15	\$54.86
May 1/23	\$40.55	\$4.06	\$3.88	\$1.57	\$6.55	\$56.61
May 1/24	\$42.38	\$4.24	\$4.03	\$1.57	\$7.00	\$59.22

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

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

Effective Date	Ontario Construction Secretariat	Industry	Training	Total
July 3/22	\$0.02	\$.90	\$0.65	\$1.57
May 1/23	\$0.02	\$.90	\$0.65	\$1.57
May 1/24	\$0.02	\$.90	\$0.65	\$1.57

6A. **Non-certified** Journeyperson Drywall Finisher / Plasterer

Any Journeyperson who does not possess a Certificate of Qualification shall be classified as a **non-certified** Journeyperson and shall be paid a minimum of ninety (90%) percent of the Journeyperson rates set out in Article 17A Subsections 1 - 5 above as applicable.

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

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

See Article 23 for wages and conditions.

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

See Article 24 for wages and conditions.

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

See Article 25 for wages and conditions.

9. Premium

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

ARTICLE 18

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

18.01 Welfare Trust Fund:

- (a) Commencing with the payroll following the effective date of this Agreement and continuing thereafter for the life of this Agreement, the Employers agree to pay into the Welfare Trust Fund contributions in the amount and under conditions as shown below to the Administrator.
- (b) Effective **July 3, 2022**, the Employer agrees to pay **three dollars and seventy three cents (\$3.73)** for each hour worked by each employee covered by this Agreement. Commencing **May 1, 2023**, the Employer agrees to pay **three dollars and eighty eight cents (\$3.88)** for each hour worked by each employee covered by this Agreement. Commencing **May 1, 2024**, the Employer agrees to pay **four dollars and three cents (\$4.03)** for each hour worked by each employee covered by this Agreement. The above amounts include Provincial Retail Sales Tax (R.S.T.).

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- (c) It is further agreed that the welfare contributions shall be remitted to the Welfare Trust Administrator by the twentieth (20th) day of the month following the month in which the hours were worked.

18.02 Pension Plan

- (a) The Employer agrees to pay pension contributions for each hour worked by each employee covered by this Agreement working under Articles 8 and 17A of Appendix B as follows:

July 3, 2022 \$6.15 per hour worked
May 1, 2023 \$6.55 per hour worked
May 1, 2024 \$7.00 per hour worked

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

July 3, 2022 \$2.00 per hour worked
May 1, 2023 \$2.40 per hour worked
May 1, 2024 \$2.85 per hour worked

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

July 3, 2022 \$5.65 per hour worked
May 1, 2023 \$6.00 per hour worked
May 1, 2024 \$6.35 per hour worked

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

July 3, 2022 \$1.75 per hour worked
May 1, 2023 \$2.10 per hour worked
May 1, 2024 \$2.45 per hour worked

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

July 3, 2022 \$5.65 per hour worked
May 1, 2023 \$5.90 per hour worked
May 1, 2024 \$6.15 per hour worked

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

Union of Painters and Allied Trades Pension Fund:

July 3, 2022 \$1.75 per hour worked
May 1, 2023 \$2.00 per hour worked
May 1, 2024 \$2.25 per hour worked

- (d) The Employer agrees to pay pension contributions for each hour worked by each employee covered by this Agreement working under Article 23.08, ICI Fire Stopping:

July 3, 2022 \$5.40 per hour worked
May 1, 2023 \$5.82 per hour worked
May 1, 2024 \$5.82 per hour worked

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

July 3, 2022 \$1.50 per hour worked
May 1, 2023 \$1.92 per hour worked
May 1, 2024 \$1.92 per hour worked

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

July 3, 2022 \$5.40 per hour worked
May 1, 2023 \$5.40 per hour worked
May 1, 2024 \$5.40 per hour worked

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

July 3, 2022 \$1.50 per hour worked
May 1, 2023 \$1.50 per hour worked
May 1, 2024 \$1.50 per hour worked

- (f) The Employer agrees to pay pension contributions for each hour worked by each employee covered by this Agreement working under Article 23.10, Sprayed Polyurethane Applicators, (etc.) of Appendix B as follows:

July 3, 2022 \$4.90 per hour worked
May 1, 2023 \$5.07 per hour worked
May 1, 2024 \$5.24 per hour worked

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

July 3, 2022 \$1.25 per hour worked
May 1, 2023 \$1.42 per hour worked
May 1, 2024 \$1.59 per hour worked

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

July 3, 2022 \$4.90 per hour worked
May 1, 2023 \$4.90 per hour worked
May 1, 2024 \$4.90 per hour worked

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

July 3, 2022 \$1.25 per hour worked
May 1, 2023 \$1.25 per hour worked
May 1, 2024 \$1.25 per hour worked

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

July 3, 2022 \$5.65 per hour worked
May 1, 2023 \$5.90 per hour worked
May 1, 2024 \$6.15 per hour worked

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

July 3, 2022 \$1.50 per hour worked
May 1, 2023 \$1.75 per hour worked
May 1, 2024 \$2.00 per hour worked

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

July 3, 2022 \$3.65 per hour worked
May 1, 2023 \$3.65 per hour worked
May 1, 2024 \$3.65 per hour worked

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

July 3, 2023 \$1.25 per hour worked
May 1, 2024 \$1.25 per hour worked

May 1, 2025 \$1.25 per hour worked

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

In accordance with the amendments to the *Income Tax Act* and regulations governing specified multi-employer pension plans, the parties agree that any pension contributions related to an employee/member who is:

- (a) over the age of 71 (in the month commencing as required by the wording in the *Income Tax Act* and its regulations) or**
- (b) a reactivated retiree who has returned to work and is under the age of 71, shall be redirected by the Administrator to an appropriate, new or existing, fund.**

18.03 Vacation Pay and Statutory Pay

- (a) The Employer agrees to pay four (4%) Vacation Pay and six (6%) Statutory Holiday Pay, for a total of ten (10%) on gross wages earned by each employee paid on an hourly basis.
- (b) It is further agreed that the vacation pay shall be remitted to the Vacation Trust Fund Administrators by the twentieth (20th) day of the month following the month in which the hours were worked.
- (c) The interest accrued from the monies in the Vacation Pay Fund shall be used as follows, and in the following order of priority:
- a. To defray the cost of administering the Vacation Pay Fund.
 - b. To make good Vacation Pay Fund monies defaulted by any Employer.
 - c. To accrue to the benefit of, and be paid to the Association and the Union at intervals to be determined by the Trustees.

18.04 Trustees

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

- Three (3) Trustees appointed by the Interior Systems Contractors Association,
- Two (2) Trustees appointed by the Ontario Painting Contractors Association,
- Two (2) Trustees appointed by the Architectural Glass and Metal Contractors Association,

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- One (1) Trustee appointed by the Acoustical Association of Ontario, and
- Eight (8) Trustees appointed by the President of the Ontario Council of the International Union of Painters and Allied Trades.

18.05 Industry Fund

- (a) Effective **July 3, 2022**, the Employer shall contribute to the Industry Funds, **ninety cents (\$0.90)** each hour worked by each employee covered by this Agreement. Effective **May 1, 2023**, the Employer shall contribute to the Industry Funds, **ninety cents (\$0.90)** for each hour worked by each employee covered by this Agreement. Effective **May 1, 2024**, the Employer shall contribute to the Industry Funds, **ninety cents (\$0.90)** for each hour worked by each employee covered by this Agreement. These funds will be allocated as follows:

Payable to	* Appropriate Employer Association	Ontario Council – International Union of Painters and Allied Trades	IUPAT Industry Promotion Fund		
Effective Date	Industry (Associations)	Industry (Union)	Industry (Drywall Promotion)	Based on Hours	Total
July 3/22	\$0.34	\$0.51	\$0.05	Worked	\$0.90
May 1/23	\$0.34	\$0.51	\$0.05	Worked	\$0.90
May 1/24	\$0.34	\$0.51	\$0.05	Worked	\$0.90

- (b) The *Employer Association Industry Fund portion as noted above in Article 18.05 (a) shall be administered by the Board of Directors of the Associations and remitted to the appropriate association. The cost involved for the administration shall be the responsibility of the Associations.
- (c) Industry Fund - Windsor Construction Only
1. Each Employer to whom the provisions of this Agreement apply shall contribute an amount of five (\$0.05) cents to the Welfare Fund for each hour worked by the members of the Union in his or her employ and this shall constitute an Industry Fund which shall be remitted by the Administrator of Fund to the Windsor Construction Association.
 2. Contributions made to this Fund shall be used exclusively for the benefit, promotion, and expansion and protection of the drywall industry.
 3. The administration cost of this Fund shall be borne by the Windsor Construction Association.

18.06 Labour Management Partnership

Effective July 3, 2022, the Employer shall deduct ten cents (\$0.10) for each hour worked from each employee’s wages for the Labour Management Partnership and shall remit a cheque for same together with a list of employees from whose wages the deductions were made to the

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Administrator of the Union’s Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made.

18.07 Ontario Construction Secretariat

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

18.08 Training and Apprenticeship Fund

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

July 3, 2022 \$0.65 per hour worked
May 1, 2023 \$0.65 per hour worked
May 1, 2024 \$0.65 per hour worked

18.09 Administrative Dues Check-Off

- (a) Effective **July 3, 2022**, the Employer shall deduct **one dollar and twenty cents (\$1.20)** per hour worked from the wages of each employee covered by this Agreement for the Administration Dues Check-off. Effective **May 1, 2023**, the Employer shall deduct **one dollar and twenty cents (\$1.20)** per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. Effective **May 1, 2024**, the Employer shall deduct **one dollar and twenty cents (\$1.20)** per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. The Employer shall remit a cheque for same together with a list of employees from whose wages the deduction was made to the Administrator of the Union’s Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made, with the exception of Article 18.09 (b).
- (b) Effective **July 3, 2022**, all work being completed in Article 23 and 25 working in OLRB Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), and 31 (Cornwall), the Employer shall deduct **one dollar and twenty cents (\$1.20)** per hour worked from the wages of each employee covered by this Agreement for the Administration Dues Check-off. **Effective May 1, 2023, the Employer shall deduct one dollar and twenty cents (\$1.20)** per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. Effective **May 1, 2024**, the Employer shall deduct **one dollar and twenty cents (\$1.20)** per hour worked from the wages of each employee covered by this Agreement for the Administrative Dues Check-off. The Employer shall remit a cheque for same together with a list of employees from whose wages the deduction was made to the Administrator of the Union’s Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made.
- (c) **Effective July 3, 2022, the Employer shall deduct from the employee International administrative dues of ten cents (\$0.10) per hour worked as per the International Constitution.**

18.10 Dues Collection

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

18.11 Finishing Trades Institute

Effective July 3, 2022, the Employer shall deduct ten cents (\$0.10) for each hour worked from each employee's wages for the Finishing Trades Institute and shall remit a cheque for same together with a list of employees from whose wages the deductions were made to the Administrator of the Union's Welfare Trust Fund on or before the twentieth (20th) day of the month following for which the deductions were made.

ARTICLE 19

METHOD OF PAYMENT

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

under this Collective Agreement, or has failed to carry any such obligations out within the specified time, such Employer shall forthwith, upon written demand from the Trustees or the Administrators.

- a) Make payment of all such amounts as are determined to be owing whether by way of payments, interest thereon or otherwise;
 - b) Complete and remit all such forms, returns or information as may be outstanding.
- 19.06 In the event that the Trustees or the Administrator find it necessary to employ legal counsel for the enforcement of any right under Article 19 or the recovery of any amount due thereunder, then the Employer agrees that it will be liable to make payment of a sum equal to all counsel fees and solicitor and client costs arising out of such employment or action thereby.
- 19.07 It is agreed that failure to remit the aforementioned payments with the twenty (20) calendar days as specified in Article 19.01 will constitute a violation of this Collective Agreement and the Employer will be subject to proceedings by the Union.
- 19.08 Non-payment in accordance with the foregoing provisions shall not relieve the Employer of the obligation to pay and the Employer agrees that the Trustees or the Administrator shall have authority and capacity to take any action required at law to enforce payment of all such sums as may be due and unpaid.

ARTICLE 20

PIECEWORKERS - DRYWALL FINISHERS (TAPERS) ONLY

- 20.01 **HIGH RISE RESIDENTIAL – Any residential building which has both corridors and elevators**

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

Rates:

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

Effective June 26, 2022	\$318.24 per one thousand (1,000) square feet
Effective May 1, 2023	\$334.15 per one thousand (1,000) square feet
Effective May 1, 2024	\$357.54 per one thousand (1,000) square feet

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

Effective June 26, 2022	\$334.88 per one thousand (1,000) square feet
Effective May 1, 2023	\$351.62 per one thousand (1,000) square feet
Effective May 1, 2024	\$376.23 per one thousand (1,000) square feet

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

Effective June 26, 2022	\$355.00 per one thousand (1,000) square feet
Effective May 1, 2023	\$369.00 per one thousand (1,000) square feet
Effective May 1, 2024	\$384.00 per one thousand (1,000) square feet

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

June 26, 2022	\$280.80 per one thousand (1,000) square feet
May 1, 2023	\$294.84 per one thousand (1,000) square feet
May 1, 2024	\$315.48 per one thousand (1,000) square feet

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

June 26, 2022	\$280.80 per one thousand (1,000) square feet
May 1, 2023	\$294.84 per one thousand (1,000) square feet
May 1, 2024	\$315.48 per one thousand (1,000) square feet

All material and poly shall be supplied by the worker.

- (f) **Corner Beads Filled:** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **thirty six cents (\$0.36)** per lineal foot for corner beads filled. **Effective May 1, 2023**, this amount shall be increased to **thirty eight cents (\$0.38)** per lineal foot. **Effective May 1, 2024**, this amount shall be increased to **forty one cents (\$0.41)** per lineal foot.

- (g) **Nocoat Bead (or equivalent):** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **thirty six cents (\$0.36)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2023**, this amount shall be increased to **thirty eight cents (\$0.38)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2024**, this amount shall be increased to **forty one cents (\$0.41)** per lineal foot of Nocoat Bead (or equivalent).

- (h) **Corner Beads Installed:** Effective **June 26, 2022**, the Employer agrees to pay the employee **twenty two cents (\$0.22)** per lineal foot for paper corner beads installed. Effective **May 1, 2023**, this amount shall remain at **twenty three cents (\$0.23)** per lineal foot. Effective **May 1, 2024** this amount shall be increased to **twenty five cents (\$0.25)** per lineal foot for paper corner beads installed.

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

June 26, 2022	\$482.04 per one thousand (1,000) square feet
May 1, 2023	\$506.14 per one thousand (1,000) square feet
May 1, 2024	\$541.57 per one thousand (1,000) square feet

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

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

- (k) **Material:** The Employer shall supply all required material.

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

June 26, 2022	\$189.28
May 1, 2023	\$198.74
May 1, 2024	\$212.65

- (m) **Benefits:**

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

June 26, 2022	23% of gross earnings
May 1, 2023	23% of gross earnings
May 1, 2024	23% of gross earnings

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

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

Item	Per	June 26/22	May 1/23	May 1/24
Ceilings up to and including 8 ft	1,000 sq ft	\$318.24	\$334.15	\$357.54
Ceilings over 8 ft up to and including 9 ft	1,000 sq ft	\$334.88	\$351.62	\$376.23
Ceilings over 9 ft up to and including 10 ft	1,000 sq ft	\$355.00	\$369.00	\$384.00
Ceiling area where texture spray is deleted	1,000 sq ft	\$280.80	\$294.84	\$315.48
Texture Spray	1,000 sq ft	\$280.80	\$294.84	\$315.48
Corner Beads Filled	Ln ft	\$0.36	\$0.38	\$0.41
Corner Beads Installed	Ln ft	\$0.22	\$0.23	\$0.25
Nocoat Bead (or equivalent)	Ln ft	\$0.36	\$0.38	\$0.41
Knock Down Texture Spray	1,000 sq ft	\$482.04	\$506.14	\$541.57
Cathedral Ceilings	10 ft & Over	\$189.28	\$198.74	\$212.65
Benefits		23%	23%	23%

Effective **June 26, 2022**, the Pension Fund will be allocated at **four dollars and seventy five cents (\$4.75)** for each hour remitted.

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

Rates:

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

June 26, 2022	\$332.28 per one thousand (1,000) square feet
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May 1, 2023 **\$348.89** per one thousand (1,000) square feet
May 1, 2024 **\$373.31** per one thousand (1,000) square feet

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

June 26, 2022 **\$348.92** per one thousand (1,000) square feet
May 1, 2023 **\$366.37** per one thousand (1,000) square feet
May 1, 2024 **\$392.02** per one thousand (1,000) square feet

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

June 26, 2022 **\$378.00** per one thousand (1,000) square feet
May 1, 2023 **\$393.00** per one thousand (1,000) square feet
May 1, 2024 **\$408.00** per one thousand (1,000) square feet

(d) **Corner Beads Filled:** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **seventy cents (\$0.70)** per lineal foot for corner beads filled. Effective **May 1, 2023**, this amount shall be increased to **seventy three cents (\$0.73)** per lineal foot for corner beads filled. Effective **May 1, 2024**, this amount shall be increased to **seventy eight cents (\$0.78)** per lineal foot for corner beads filled.

(e) **Bullnose Bead:** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **sixty eight cents (\$0.68)** per lineal foot of Bullnose Bead. Effective **May 1, 2020**, this amount shall be increased to **seventy one cents (\$0.71)** per lineal foot of Bullnose Bead. Effective **May 1, 2021**, this amount shall be increased to **seventy six cents (\$0.76)** per lineal foot of Bullnose Bead.

(f) **Nocoat Bead (or equivalent):** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **fifty nine cents (\$0.59)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2023**, this amount shall be increased to **sixty two cents (\$0.62)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2024**, this amount shall be increased to **sixty six cents (\$0.66)** per lineal foot of Nocoat Bead (or equivalent).

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

June 26, 2022 **\$278.20** per one thousand (1,000) square feet
May 1, 2023 **\$292.11** per one thousand (1,000) square feet
May 1, 2024 **\$312.56** per one thousand (1,000) square feet

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

June 26, 2022 **\$278.20** per one thousand (1,000) square feet
May 1, 2023 **\$292.11** per one thousand (1,000) square feet
May 1, 2024 **\$312.56** per one thousand (1,000) square feet

All material and poly shall be included.

When spraying only one half (1/2) a house, a minimum payment of \$140.00 for single family houses shall be paid.

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

June 26, 2022	\$494.00 per one thousand (1,000) square feet
May 1, 2023	\$518.70 per one thousand (1,000) square feet
May 1, 2024	\$555.01 per one thousand (1,000) square feet

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

- (j) **Corner Beads Installed:** Effective **June 26, 2022**, the Employer agrees to pay the employee **twenty two cents (\$0.22)** per lineal foot for paper corner beads installed. Effective **May 1, 2023**, this amount shall be increased to **twenty three cents (\$0.23)** per lineal foot for paper corner beads installed. Effective **May 1, 2024**, this amount shall be increased to **twenty five cents (\$0.25)** per lineal foot for paper corner beads installed.

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

- (l) **Skylights:** The Drywall Finishers (Tapers) shall be paid a premium for each skylight taped as follows:

Skylights 2 feet x 4 feet

June 26, 2022	\$123.76
May 1, 2023	\$129.95
May 1, 2024	\$139.05

Skylights 4 feet x 4 feet

June 26, 2022	\$204.36
May 1, 2023	\$214.58
May 1, 2024	\$229.60

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

June 26, 2022	\$189.28
May 1, 2023	\$198.74
May 1, 2024	\$212.65

- (n) **Waffle Ceilings:** Effective **June 26, 2022**, the Employer agrees to pay the employee a premium of seventy five dollars (\$75.00) per ceiling, (one per room).

- (o) **Tray Ceilings:** Effective **June 26, 2022**, the Employer agrees to pay the employee a premium of seventy five dollars (\$75.00) per ceiling.

(p) **Circular Stairs** (open round stairs to basement):

June 26, 2022	\$143.52
May 1, 2023	\$150.70
May 1, 2024	\$159.74

(q) **Benefits:**

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

June 26, 2022	23% of gross earnings
May 1, 2023	23% of gross earnings
May 1, 2024	23% of gross earnings

(r) **Stack Townhouses Premium:**

Effective June 26, 2022, the Employer agrees to pay the employee a premium of sixty seven dollars and sixty cents (\$67.60) per 1,000 square feet. Effective May 1, 2023, this amount shall be increased to seventy eight dollars and seventy five cents (\$78.75) per 1,000 square feet. Effective May 1, 2024, this amount shall be increased to eighty three dollars and forty eight cents (\$83.48) per 1,000 square feet.

Ceilings up to and including 8 feet

June 26, 2022	\$399.88 per one thousand (1,000) square feet
May 1, 2023	\$427.64 per one thousand (1,000) square feet
May 1, 2024	\$456.79 per one thousand (1,000) square feet

Over 8 feet up to and including 9 feet

June 26, 2022	\$416.52 per one thousand (1,000) square feet
May 1, 2023	\$445.12 per one thousand (1,000) square feet
May 1, 2024	\$475.50 per one thousand (1,000) square feet

Over 9 feet up to and including 10 feet

June 26, 2022	\$445.60 per one thousand (1,000) square feet
May 1, 2023	\$471.75 per one thousand (1,000) square feet
May 1, 2024	\$491.48 per one thousand (1,000) square feet

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

Item	Per	June 26/22	May 1/23	May 1/24
Ceilings up to and including 8 ft	1,000 sq ft	\$332.28	\$348.89	\$373.31
Ceilings over 8 ft up to and including 9 ft	1,000 sq ft	\$348.92	\$366.37	\$392.02

Ceilings over 9 ft up to and including 10 ft	1,000 sq ft	\$378.00	\$393.00	\$408.00
Corner Beads Filled	Ln ft	\$0.70	\$0.73	\$0.78
Corner Beads Installed	Ln ft	\$0.22	\$0.23	\$0.25
Bullnose Beads	Ln ft	\$0.68	\$0.71	\$0.76
Nocoat Bead (or equivalent)	Ln ft	\$0.59	\$0.62	\$0.66
Ceiling area where Texture Spray is deleted	1,000 sq ft	\$278.20	\$292.11	\$312.56
Texture Spray	1,000 sq ft	\$278.20	\$292.11	\$312.56
Minimum payment for one half (1/2) a house texture sprayed, single family houses		\$140.00	\$140.00	\$140.00
Knock Down Texture Spray	1,000 sq ft	\$494.00	\$518.70	\$555.01
Skylights	2 feet x 4 feet	\$123.76	\$129.95	\$139.05
Skylights	4 feet x 4 feet	\$204.36	\$214.58	\$229.60
Cathedral Ceilings	10 ft and Over	\$189.28	\$198.74	\$212.65
Waffle Ceilings (per room)	Per ceiling	\$75.00	\$75.00	\$75.00
Tray Ceilings	Per ceiling	\$75.00	\$75.00	\$75.00
Circular Stairs (open round stairs to basement)		\$143.52	\$150.70	\$159.74
Stack Townhouses Premium:		\$67.60	\$78.75	\$83.48
Rates - Up to and including 8 ft	1,000 sq ft	\$399.88	\$427.64	\$456.79
Rates - Over 8 ft up to and including 9 ft	1,000 sq ft	\$416.52	\$445.12	\$475.50
Rates - Over 9 ft up to and including 10 ft	1,000 sq ft	\$445.60	\$471.75	\$491.48
Benefits		23%	23%	23%

Effective **June 26, 2022**, the Pension Fund will be allocated at **four dollars and seventy five dollars (\$4.75)** for each hour remitted.

- 20.03 For the purpose of establishing the quantities for Sections 20.01 and 20.02, it shall be deemed to be the total area of drywall shipped and delivered, corner beads installed or filled, and texture spray applied. No back charges or deductions shall be made after the square footage or lineal footage is established in model units. Drywall Finishers (Tapers) to be paid the same square footage as the boardmen.
- 20.04 In the residential sector, the employee shall supply all required material, subject to Article 20.01 (a) herein.
- 20.05 **Drywall Compound:** Effective **June 26, 2022**, the rate for compound charged to the subcontractor by the employer shall reflect the manufacturers' list increase/decrease that occurred during the previous calendar year, not to exceed \$1.00 per year. Such increase/decrease shall be applied to the 2022 charge of twenty four dollars and sixty four

cents (\$24.64) plus Harmonized Sales Tax (HST) for a box of drywall compound.

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

20.07 There will be no service charge in the Residential Sector.

ARTICLE 20A

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

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

20A.01 HIGH RISE / LOW RISE

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

Rates:

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

June 26, 2022	\$330.00 per one thousand (1,000) square feet
May 1, 2023	\$350.00 per one thousand (1,000) square feet
May 1, 2024	\$370.00 per one thousand (1,000) square feet

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

June 26, 2022	\$340.00 per one thousand (1,000) square feet
May 1, 2023	\$360.00 per one thousand (1,000) square feet
May 1, 2024	\$380.00 per one thousand (1,000) square feet

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

June 26, 2022	\$370.00 per one thousand (1,000) square feet
May 1, 2023	\$390.00 per one thousand (1,000) square feet
May 1, 2024	\$410.00 per one thousand (1,000) square feet

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

(e) **Flat Ceilings**

June 26, 2022	\$150.00 per one thousand (1,000) square feet
May 1, 2023	\$150.00 per one thousand (1,000) square feet
May 1, 2024	\$150.00 per one thousand (1,000) square feet

Where there are flat ceilings, they need to be coated with 10" and 12" boxes and hand skimmed.

(f) **Finished Garages**

Where there is a finished garage, the Employer agrees to pay \$150.00 for a single garage, \$200.00 for a double garage, and \$300.00 for a triple garage. The garage needs to be finished the same as a house, with the angles pumped.

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

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

June 26, 2022	\$600.00 per one thousand (1,000) square feet
May 1, 2023	\$610.00 per one thousand (1,000) square feet
May 1, 2024	\$620.00 per one thousand (1,000) square feet

It is agreed that there are no additional extras or premiums on top of the rates noted above

Knock Down Texture Spray Repairs:

The Employer agrees to pay a premium of \$150.00 for a minimum repair. When multiple repairs are required in the same unit, an extra premium of \$25.00 shall be paid per repair, unless the repair is 50 square feet or over, at which time it will be negotiated by the Employer and the employee.

(h) **Scaffolding:** Where scaffolding is required, it shall be supplied by the Employer. In two story rooms where double scaffolding is used the Employer will pay:

June 26, 2022	\$480.00 per one thousand (1,000) square feet
May 1, 2023	\$480.00 per one thousand (1,000) square feet
May 1, 2024	\$480.00 per one thousand (1,000) square feet

(i) **Corner Beads/No Coat Filled and Installed**

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

June 26, 2022	Fifty five cents (\$0.55) per lineal foot
May 1, 2023	Fifty five cents (\$0.55) per lineal foot
May 1, 2024	Fifty five cents (\$0.55) per lineal foot

(j) **Bullnose Corner Beads**

June 26, 2022	Sixty five cents (\$0.65) per lineal foot
May 1, 2023	Sixty five cents (\$0.65) per lineal foot
May 1, 2024	Sixty five cents (\$0.65) per lineal foot

(k) **Cathedral Ceilings**

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

June 26, 2022	Small (64 sq ft or less)	\$65.00
May 1, 2023	Small (64 sq ft or less)	\$65.00
May 1, 2024	Small (64 sq ft or less)	\$65.00
June 26, 2022	Medium (over 64 sq ft up to 500 sq ft)	\$125.00
May 1, 2023	Medium (over 64 sq ft up to 500 sq ft)	\$125.00
May 1, 2024	Medium (over 64 sq ft up to 500 sq ft)	\$125.00
June 26, 2022	Large (over 500 sq ft)	\$250.00
May 1, 2023	Large (over 500 sq ft)	\$250.00
May 1, 2024	Large (over 500 sq ft)	\$250.00

(l) **Coffered Ceilings**

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

June 26, 2022	\$135.00
May 1, 2023	\$135.00
May 1, 2024	\$135.00

(m) **Waffle Ceilings**

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

June 26, 2022	\$36.00 per box or square
May 1, 2023	\$36.00 per box or square
May 1, 2024	\$36.00 per box or square

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

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

June 26, 2022	Single Step Bulkhead	\$125.00
May 1, 2023	Single Step Bulkhead	\$125.00
May 1, 2024	Single Step Bulkhead	\$125.00
	Additional Step	\$70.00
June 26, 2022	Bulkheads less than 64 sq ft.	\$36.00
May 1, 2023	Bulkheads less than 64 sq ft.	\$36.00
May 1, 2024	Bulkheads less than 64 sq ft.	\$36.00

(o) **Electrical Boxes and Heat Duct cutouts that need repairs**

For Houses: 5 free per House \$5.00 per repair afterwards
For Apartments: 3 free per Unit \$5.00 per repair afterwards

(p) **Concrete Ceilings and Stand-up Fire Code Demising Walls**

\$0.05 premium per sq ft for building

(q) **Wrapped Windows, Doors and Archways**

June 26, 2022	\$36.00
May 1, 2023	\$36.00
May 1, 2024	\$36.00

½ Jam Closets

June 26, 2022	\$30.00
May 1, 2023	\$30.00
May 1, 2024	\$30.00

(r) **Sky Lights**

Small (under 8 sq ft) \$110.00
Large (over 8 sq ft) \$180.00

(s) **Walk-ups**

The Employer agrees to pay a premium of \$0.01 per board foot for three (3) and four (4) story walk-ups, with the stories to be counted from the ground floor.

(t) **Out of Town Travel**

The Employer agrees to pay a premium of \$0.02 per square foot for projects located more than 50 kilometers from the city centre. No premium will be paid for any projects less than 50 kilometers from the city centre.

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

The Company will provide slips from drywall delivery company for the purpose of board count delivered upon request.

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

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

20A.04 **Benefits:**

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

June 26, 2022 **23%** of gross earnings
May 1, 2023 **23%** of gross earnings
May 1, 2024 **23%** of gross earnings

(b) Pension and All Other Funds

Effective **June 26, 2022**, the Pension Fund will be allocated at **four dollars and fifty cents (\$4.50)** for each hour remitted on behalf of each employee by the employer and all other funds as per the Collective Agreement.

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

20A.06 All hourly work performed in the Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin (i.e., OLRB Board Area 3) **shall be in accordance with the following rates:**

June 26, 2022 **\$40.00**
May 1, 2023 **\$40.00**
May 1, 2024 **\$40.00**

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

Item	Per	June 26/22	May 1/23	May 1/24
Ceilings up to and including 8 ft	1,000 sq ft	\$330.00	\$350.00	\$370.00
Ceilings up to and including 9 ft	1,000 sq ft	\$340.00	\$360.00	\$380.00
Ceilings up to and including 10 ft	1,000 sq ft	\$370.00	\$390.00	\$410.00
Flat Ceilings (total board footage per house)	1,000 sq ft	\$150.00	\$150.00	\$150.00
Single Finished Garages (The garage needs to be finished the same as the house with angles pumped)		\$150.00	\$150.00	\$150.00
Double Finished Garages (The garage needs to be finished the same as the house with angles pumped)		\$200.00	\$200.00	\$200.00
Triple Finished Garages (The garage needs to be finished the same as the house with angles pumped)		\$300.00	\$300.00	\$300.00
Corner Beads Filled/No Coat Filled and Installed	Ln ft	\$0.55	\$0.55	\$0.55
Bullnose Beads	Ln ft	\$0.65	\$0.65	\$0.65
Knock Down Texture Spray	1,000 sq ft	600.00	\$610.00	\$620.00
Cathedral Ceilings Small	(64 sq ft or less)	\$65.00	\$65.00	\$65.00
Cathedral Ceilings Medium	(64 sq ft to 500 sq ft)	\$125.00	\$125.00	\$125.00

Cathedral Ceilings Large	(over 500 sq ft)	\$250.00	\$250.00	\$250.00
Coffered Ceilings	Per ceiling	\$135.00	\$135.00	\$135.00
Waffle Ceilings	Per box or square	\$36.00	\$36.00	\$36.00
Wrapped Windows, Doors & Archways		\$36.00	\$36.00	\$36.00
½ Jam Closets		\$30.00	\$30.00	\$30.00
Skylights	Under 8 sq ft	\$110.00	\$110.00	\$110.00
Skylights	Over 8 sq ft	\$180.00	\$180.00	\$180.00
Benefits		23%	23%	23%

Effective **June 26, 2022**, the Pension Fund will be allocated at **four dollars and fifty cents (\$4.50)** for each hour remitted on behalf of each employee by the employer.

ARTICLE 20B

**PIECEWORKERS – DRYWALL FINISHERS (TAPERS)
ONLY IN O.L.R.B. BOARD AREAS 13, 14, 15, 30, 31**

This Article applies to all work described herein performed within the Ottawa, Cornwall and surrounding areas (i.e., OLRB Board Areas 13, 14, 15, 30, 31)

20B.01 Houses and Town-Houses, and Stack Town-Houses

Rates: Ceilings up to 9 feet

June 26, 2022 **\$295.00** per one thousand (1,000) square feet
May 1, 2023 **\$310.00** per one thousand (1,000) square feet
May 1, 2024 **\$325.00** per one thousand (1,000) square feet

20B.02 Apartments and Senior Citizen Homes, Nursing Homes and Student Housing

Rates: Ceilings up to 9 feet

June 26, 2022 **\$307.00** per one thousand (1,000) square feet
May 1, 2023 **\$322.00** per one thousand (1,000) square feet
May 1, 2024 **\$337.00** per one thousand (1,000) square feet

- a) **Corner Beads Filled** – Any houses exceeding 5 corner beads: Effective **June 26, 2022**, the Employer agrees to pay the employee **sixty two dollars and forty cents (\$62.40)**. Effective **May 1, 2023**, the Employer agrees to pay the employee **sixty four dollars and ninety cents (\$64.90)**. Effective **May 1, 2024**, the Employer agrees to pay the employee **sixty seven dollars and fifty cents (\$67.50)**.
- b) **Bullnose Beads:** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **five dollars and eighty nine cents (\$5.89) per stick up to 9 feet installed**. Effective **May 1, 2023**, the Employer agrees to pay the employee **six dollars and thirteen cents (\$6.13) per stick up to 9 feet**. Effective **May 1, 2024**, the Employer agrees to pay the employee **six dollars and thirty eight cents (\$6.38) per**

stick up to 9 feet.

- c) **Nocoat Bead (or equivalent):** Effective **June 26, 2022**, the Employer agrees to pay the pieceworker **forty four cents (\$0.44)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2023**, the Employer agrees to pay the pieceworker **forty six cents (\$0.46)** per lineal foot of Nocoat Bead (or equivalent). Effective **May 1, 2024**, the Employer agrees to pay the pieceworker **forty eight cents (\$0.48)** per lineal foot of Nocoat Bead (or equivalent).

- d) **Corner Beads Installed (Steel):** Effective **June 26, 2022**, the Employer agrees to pay the employee **three dollars and seventeen cents (\$3.17) per stick up to 9 feet.** Effective **May 1, 2023**, the Employer agrees to pay the employee **three dollars and thirty cents (\$3.30) per stick up to 9 feet.** Effective **May 1, 2024**, the Employer agrees to pay the employee **three dollars and forty three cents (\$3.43) per stick up to 9 feet.**

- e) **Sand and Spray Ceiling:**

June 26, 2022	\$0.081 per square foot (price includes clean-up)
May 1, 2023	\$0.084 per square foot (price includes clean-up)
May 1, 2024	\$0.087 per square foot (price includes clean-up)

- f) **Ceiling area where texture spray is deleted:** The Employer agrees to pay the pieceworker a premium per square foot for ceiling area only where texture spray is deleted as follows:

June 26, 2022	\$0.132 per square foot
May 1, 2023	\$0.139 per square foot
May 1, 2024	\$0.147 per square foot

- g) **Skylights:** The Drywall Finishers (Tapers) shall be paid a premium for each skylight taped as follows:

Up to 8 sq ft

June 26, 2022	\$156.00
May 1, 2023	\$162.24
May 1, 2024	\$168.73

Over 8 sq ft

June 26, 2022	\$223.60
May 1, 2023	\$232.54
May 1, 2024	\$241.84

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

10 sq ft above or open to above

June 26, 2022	\$155.00
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Appendix "B"

May 1, 2023	\$155.00
May 1, 2024	\$155.00

i) **Beam Detail Ceilings:**

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

June 26, 2022	\$67.60
May 1, 2023	\$70.30
May 1, 2024	\$73.11

j) **Circular Stairways:**

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

June 26, 2022	\$67.60
May 1, 2023	\$70.30
May 1, 2024	\$73.11

k) **Effective June 26, 2022 a premium for Stack Townhouses of \$50.00 per one thousand (1,000) square feet**

l) **Garages:**

A rate shall be paid effective June 26, 2022 of \$120.00 for Single Garages, \$180 for Double Garages, and a rate for Triple Garages shall be negotiated between the contractor and the worker.

m) All material to be supplied by the Employer.

n) All tools will be supplied by the employee.

o) WSIB shall be covered by the Employer.

p) All employees shall be paid on the first pay period after completion of the work.

q) A standard house is up to 9 sq. ft.

r) Scaffolding shall be supplied by Employer.

20B.03 **Benefits:**

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

June 26, 2022	15% of gross earnings
May 1, 2023	16% of gross earnings
May 1, 2024	17% of gross earnings

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

Effective **June 26, 2022**, the Pension Fund will be **one dollar and fifteen cents (\$1.15)** for each hour remitted on behalf of each employee by the employer and all other funds as per the Collective Agreement. Effective **May 1, 2023**, the Pension Fund will be increased to **one dollar and sixty five cents (\$1.65)** for each hour remitted on behalf of each employee by the employer and all other funds as per the Collective Agreement. Effective **May 1, 2024**, the Pension Fund will be **increased to two dollars and fifteen cents (\$2.15)** for each hour remitted on behalf of each employee by the employer and all other funds as per the Collective Agreement.

20B.04 All hourly work performed within the Ottawa, Cornwall and surrounding areas (i.e., OLRB Board Areas 13, 14, 15, 30, 31) shall be in accordance with the Basic Wage Rates as set out in Article 17A herein.

**Summary of Rates for Houses and Town-Houses, and Stack Town-Houses
Apartments and Senior Citizen Homes, Nursing Homes and Student Housing**

Item	Per	June 26/22	May 1/23	May 1/24
<u>Houses and Town-Houses and Stack Town-Houses</u> Ceilings up to 9 ft	1,000 sq ft	\$295.00	\$310.00	\$325.00
<u>Apartments and Senior Citizen Homes, Nursing Homes and Student Housing</u> Ceilings up to 9 ft	1,000 sq ft	\$307.00	\$322.00	\$337.00
Corner Beads Installed (Steel)	Up to 9 ft	\$3.17	\$3.30	\$3.43
Corner Beads Filled – Any houses exceeding 5 corner beads per 1000 sq ft of drywall		\$62.40	\$64.90	\$67.50
Bullnose Beads	Up to 9 ft	\$5.89	\$6.13	\$6.38
Nocoat Bead (or equivalent)	Ln ft	\$0.44	\$0.46	\$0.48
Sand and Spray Ceiling	Sq ft	\$0.081	\$0.084	\$0.087
Ceiling area where texture spray is deleted	Per sq ft	\$0.132	\$0.139	\$0.147
Skylights	Up to 8 sq ft	\$156.00	\$162.24	\$168.73
Skylights	Over 8 sq ft	\$223.60	\$232.54	\$241.84
Cathedral Ceilings	10 ft above or open to above	\$155.00	\$155.00	\$155.00
Beam Detail Ceilings		\$67.60	\$70.30	\$73.11
Circular Stairways		\$67.60	\$70.30	\$73.11
Stack Townhouses premium \$50.00 per 1000 sq ft		\$345.00	\$360.00	\$375.00
Single Car Garage		\$120.00	\$120.00	\$120.00
Double Car Garage		\$180.00	\$180.00	\$180.00
Benefits		15%	16%	17%

ARTICLE 21

BOND GUARANTEE BY EMPLOYER

Appendix "B"

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

ARTICLE 22

EMPLOYEE STATUS

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

ARTICLE 23

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

- 23.01 Hours of Work

Appendix "B"

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

23.02 Occupied Buildings

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

23.03 Non-Occupied Buildings

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

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

1-900 hours worked	July 3, 3022	\$19.00 per hour
	May 1, 2023	\$19.93 per hour
	May 1, 2024	\$20.91 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
901-3600 hours worked	July 3, 3022	\$25.81 per hour
	May 1, 2023	\$27.07 per hour
	May 1, 2024	\$28.40 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3600 hours worked (Non-Certified Journeyperson)	July 3, 3022	\$32.75 per hour
	May 1, 2023	\$34.35 per hour
	May 1, 2024	\$36.03 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

23.05 **Wage rates for Hazardous Material Apprentices/Certified Journeypersons with the exception of Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-900 hours worked	July 3, 3022	\$22.50 per hour
	May 1, 2023	\$23.60 per hour

Appendix "B"

	May 1, 2024	\$24.76 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
901-2400 hours worked	July 3, 3022	\$27.70 per hour
	May 1, 2023	\$29.06 per hour
	May 1, 2024	\$30.48 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
2401 - 3000 hours worked	July 3, 3022	\$30.00 per hour
	May 1, 2023	\$31.47 per hour
	May 1, 2024	\$33.01 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3000 hours worked (Certified Journeyperson)	July 3, 3022	\$36.27 per hour
	May 1, 2023	\$38.04 per hour
	May 1, 2024	\$39.93 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

23.06 **Wage Rates for Hazardous Material Trainees/Non-Certified Journeypersons working in Board Areas 13 (Smith Falls), 14 (Pembroke), 15 (Ottawa), 30 (Brockville), 31 (Cornwall)**

1-900 hours worked	July 3, 3022	\$19.00 per hour
	May 1, 2023	\$19.97 per hour
	May 1, 2024	\$20.94 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
901-1800 hours worked	July 3, 3022	\$23.08 per hour
	May 1, 2023	\$24.25 per hour
	May 1, 2024	\$25.42 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1801-3600 hours worked	July 3, 3022	\$27.14 per hour
	May 1, 2023	\$28.51 per hour

Appendix “B”

	May 1, 2024	\$29.88 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3600 hours worked (Journey person)	July 3, 2022	\$32.27 per hour
	May 1, 2023	\$33.92 per hour
	May 1, 2024	\$35.58 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

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

1-900 hours worked	July 3, 2022	\$21.00 per hour
	May 1, 2023	\$22.03 per hour
	May 1, 2024	\$23.11 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
901-1800 hours worked	July 3, 2022	\$25.04 per hour
	May 1, 2023	\$26.27 per hour
	May 1, 2024	\$27.55 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1801-3000 hours worked	July 3, 2022	\$30.83 per hour
	May 1, 2023	\$32.35 per hour
	May 1, 2024	\$33.90 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 3000 hours worked (Journey person)	July 3, 2022	\$34.33 per hour
	May 1, 2023	\$36.09 per hour
	May 1, 2024	\$37.85 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

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

23.08 Wage rates for Fire Stopping in All Board Areas

1-1500 hours worked	July 3, 3022	\$18.50 per hour
	May 1, 2023	\$19.24 per hour
	May 1, 2024	\$19.78 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1501-2400 hours worked	July 3, 3022	\$20.67 per hour
	May 1, 2023	\$21.50 per hour
	May 1, 2024	\$22.12 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
2401-3600 hours worked	July 3, 3022	\$23.19 per hour
	May 1, 2023	\$24.12 per hour
	May 1, 2024	\$24.81 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3601-5400 hours worked	July 3, 3022	\$28.65 per hour
	May 1, 2023	\$29.80 per hour
	May 1, 2024	\$30.66 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 5400 hours worked (Journeyman)	July 3, 3022	\$29.32 per hour
	May 1, 2023	\$30.31 per hour
	May 1, 2024	\$31.35 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

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

23.09 Wage rates for Residential Fire Stopping in All Board Areas

1-1500 hours worked	July 3, 2022	\$18.00 per hour
	May 1, 2023	\$18.51 per hour
	May 1, 2024	\$19.04 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1501-3600 hours worked	July 3, 2022	\$19.50 per hour
	May 1, 2023	\$20.05 per hour
	May 1, 2024	\$20.62 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3601-5400 hours worked	July 3, 2022	\$22.00 per hour
	May 1, 2023	\$22.63 per hour
	May 1, 2024	\$23.28 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
After 5400 hours worked (Journey person)	July 3, 2022	\$25.00 per hour
	May 1, 2023	\$25.86 per hour
	May 1, 2024	\$26.75 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

- (a) It is clearly understood that this Article is for the application of 2.0 lb. and 0.5 lb. CCMC certified sprayed polyurethane foam and related building membranes as installed by C.U.F.C.A. approved applicators.
- (b) No piecework will be permitted under this Article. See Article 4, Appendix ‘B’.

(c) The ratio of trainees and apprentices to Journeyperson’s on the payroll for spray polyurethane applicators will be as follows:

(1) Journeyperson (2) Apprentices (2) Trainees

(d) Wage Rates

1-1000 hours worked	July 3, 2022	\$17.00 per hour
	May 1, 2023	\$17.47 per hour
	May 1, 2024	\$17.96 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
1001-2000 hours worked	July 3, 2022	\$18.56 per hour
	May 1, 2023	\$19.08 per hour
	May 1, 2024	\$19.63 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
2001-3000 hours worked	July 3, 2022	\$20.99 per hour
	May 1, 2023	\$21.58 per hour
	May 1, 2024	\$22.20 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3001-3600 hours worked	July 3, 2022	\$24.01 per hour
	May 1, 2023	\$24.69 per hour
	May 1, 2024	\$25.40 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except pension
3601-4000 hours worked	July 3, 2022	\$24.27 per hour
	May 1, 2023	\$24.94 per hour
	May 1, 2024	\$25.64 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
After 4000 hours worked (Journeyperson)	July 3, 2022	\$30.40 per hour
	May 1, 2023	\$31.25 per hour
	May 1, 2024	\$32.14 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund

Benefits All benefits as per Article 19

(e) Hours of Work

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

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

ARTICLE 24

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

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

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

Apprentices

1-1200 hours worked	July 3, 3022	\$17.49	per hour
	May 1, 2023	\$17.49	per hour
	May 1, 2024	\$17.49	per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund	
	Benefits	All benefits as per Article 19 except Pension	
1201-2400 hours worked	July 3, 3022	\$23.32	per hour
	May 1, 2023	\$23.32	per hour
	May 1, 2024	\$23.32	per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund	

Appendix “B”

	Benefits	All benefits as per Article 19 except Pension
2401-3600 hours worked	July 3, 2022	\$27.73 per hour
	May 1, 2023	\$27.73 per hour
	May 1, 2024	\$27.73 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19 except Pension
3601-5400 hours worked	July 3, 2022	\$32.36 per hour
	May 1, 2023	\$32.36 per hour
	May 1, 2024	\$32.36 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
After 5400 hours worked	July 3, 2022	\$34.24 per hour
	May 1, 2023	\$34.24 per hour
	May 1, 2024	\$34.24 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

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

hours per week shall be forty-four (44) hours. Any regular work hours missed during the week can be made up during a one (1) month period as make-up regular hours. Any hours worked which are not regular hours or make-up regular hours shall be overtime. All overtime hours worked under this Article shall be at a rate of time and one half (1 ½) of the regular rate of pay.

ARTICLE 25

SPRAY FIREPROOFERS AND THEIR APPRENTICES AND TRAINEES

25.01 Hours of Work

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

25.01(a) Personal Protective Equipment (PPE) will be supplied by the employer (half-face masks and filters, gloves, safety glasses, knives and replacement blades, coveralls and rags to clean equipment).

25.02 Overtime

Time and one half (1 ½) the regular hourly rate shall be paid for any overtime worked with the exception of Sundays and Statutory Holidays, which shall be paid at double the hourly rate. Despite the foregoing, no overtime premiums shall be paid on the first forty-four (44) hours worked in a week unless good reason is presented for not working forty-four (44) hours in the week and no overtime for weekend or holiday work shall be paid in the event an employee fails to report to work on the following regularly scheduled work day unless good reason is presented.

25.03 Shift Work

See Article 14 of Appendix B

25.04 The Classification of apprentices will be based on skill level and required knowledge combined with experience. Once a trainee has learned how to spray, he/she will then become an apprentice, wages not to be reduced from his/her previous rate, although his/her hours will reset to start his/her apprenticeship hours.

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

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

One (1) Journeyperson One (1) Apprentice Two (2) Trainees

25.07 Trainees in All Board Areas

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

Appendix "B"

1-2000 hours worked	July 3, 3022	\$19.00 per hour
	May 1, 2023	\$19.31 per hour
	May 1, 2024	\$19.63 per hour
Vacation Pay		10% of gross wages earned paid to the Trust Fund
Benefits		All benefits as per Article 19 except Pension
2001-4000 hours worked	July 3, 3022	\$21.00 per hour
	May 1, 2023	\$21.35 per hour
	May 1, 2024	\$21.71 per hour
Vacation Pay		10% of gross wages earned paid to the Trust Fund
Benefits		All benefits as per Article 19 except Pension
4001-5400 hours worked	July 3, 3022	\$23.00 per hour
	May 1, 2023	\$23.40 per hour
	May 1, 2024	\$23.81 per hour
Vacation Pay		10% of gross wages earned paid to the Trust Fund
Benefits		All benefits as per Article 19 except Pension
After 5400 hours worked	July 3, 3022	\$25.00 per hour
	May 1, 2023	\$25.50 per hour
	May 1, 2024	\$26.01 per hour
Vacation Pay		10% of gross wages earned paid to the Trust Fund
Benefits		All benefits as per Article 19

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

When a Trainee becomes an apprentice his/her wage rate shall be maintained until he/she reaches the matching wage bracket of apprentice and then increases shall apply as per Article 25.08.

25.08 Apprentices in all Board Areas

1-900 hours worked	July 3, 3022	\$20.00 per hour
	May 1, 2023	\$20.80 per hour
	May 1, 2024	\$21.88 per hour
Vacation Pay		10% of gross wages earned paid to the Trust Fund
Benefits		All benefits as per Article 19 except Pension
901-2000 hours worked	July 3, 3022	\$21.31 per hour
	May 1, 2023	\$22.14 per hour

	May 1, 2024	\$23.33 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
2001-4000 hours worked	July 3, 2022	\$26.62 per hour
	May 1, 2023	\$27.67 per hour
	May 1, 2024	\$29.13 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
4001-5400 hours worked	July 3, 2022	\$31.94 per hour
	May 1, 2023	\$33.19 per hour
	May 1, 2024	\$34.94 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19
After 5400 hours worked (Journeyman)	July 3, 2022	\$35.49 per hour
	May 1, 2023	\$36.89 per hour
	May 1, 2024	\$38.82 per hour
	Vacation Pay	10% of gross wages earned paid to the Trust Fund
	Benefits	All benefits as per Article 19

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

A designated foreman/foreperson will be paid a premium of 10% of the journeyman rate per hour.

ARTICLE 26

GRIEVANCE PROCEDURE

- 26.01 The Following grievance procedure shall apply to grievances arising out of this agreement. However, notwithstanding the grievance procedure outlined herein, a party has the right to submit a grievance to arbitration in accordance with the *Ontario Labour Relations Act, 1995*, at any stage following the occurrence of the grievance.
- 26.02 Step #1
Any dispute, difference or controversy arising out of this agreement shall first be discussed between the employee and/or the local Business Representative and the Employer or the Employer’s Representative within 28 calendar days of the occurrence of the grievance. For Articles 18 and 19 Benefit Plans and Trust Funds, the time limit will be 180 calendar days of the occurrence of the grievance.

26.03 Step #2

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

26.04 Step #3

Should a grievance related to work performed on a jobsite(s) within the Province of Ontario remain unresolved following Step #2, the Union shall refer the grievance to one of the Arbitrators listed on Schedule "A" attached hereto for final and binding determination pursuant to the following protocol:

- (a) The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time and location shall be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.
- (b) The party referring the grievance to arbitration shall serve the employer with a Notice of the referral to arbitration, by personal service, (facsimile, or by overnight courier or mail, or their equivalent) and shall copy the Arbitrator, the Interior Systems Contractors Association, and the Acoustical Association Ontario with the Notice.
- (c) Service shall be effective upon receipt, if personal service, facsimile or courier is used, or shall be deemed to have occurred on the second day after mailing if overnight mail is used.
- (d) Either at the time of making the referral or after, where a party requests a pre-hearing order from the arbitrator, it shall serve the other party with its request at the same time that it serves the Arbitrator with the request. Service of the request shall be by one of the methods described above. The party of which the request is made shall have until 5:00 p.m. of the next business day after service of the request to file any response to the request with the Arbitrator and the referring party. The referring party is entitled to any opportunity to reply to any responses filed with the Arbitrator.
- (e) Counsel, if retained by the party, must be able to accommodate the hearing schedule set by the Arbitrator.
- (f) The Arbitrator shall have the power to make the Arbitrator's costs (fees and costs, such as service, administrative, rental of hearing venue etc.) an Award or part of an Award, to be payable to the union by the employer, in trust for the Arbitrator and to be payable accordingly by the union to the Arbitrator.
- (g) The Arbitrators for purposes of this arbitration process shall be the persons listed in Schedule "A" hereto. If one or both of these Arbitrators is unable or unwilling to act, the parties shall meet and agree on other Arbitrators in substitution for them.
- (h) The Arbitrator shall have all the powers of an Arbitrator under the *Labour Relations Act*, as amended, and under the Collective Agreement including but not limited to the power to require records and/or documents to be produced prior to and/or at a hearing, the power to issue summons to witness and thereby compel attendance. The Arbitrator shall also have the power to order an Employer to submit to a full audit by an

independent auditor/accountant who will enter the Employer's premises and examine all financial books, records and documents, etc, of the Employer. The decision of the Arbitrator is final and binding with respect to all matters remitted to the Arbitrator. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the *Labour Relations Act*, as amended, and is enforceable as such.

- (i) The Arbitrators shall have all the powers of an arbitrator under the *Labour Relations Act* and under the Collective Agreement, including but not limited to the power to require records and/or documents to be produced prior to and/or at a hearing and the power to issue summons to witnesses and thereby compel attendance. The decision of the Arbitrator is final and binding with respect to all matters remitted to the arbitrator. The decision of the Arbitrator, inclusive of orders for payments of any monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the *Labour Relations Act*, as amended, and is enforceable as such.
- (j) The Arbitrator shall also award liquidated damages equal to one hundred percent of any amount found to be due and owing and such award is to also be deemed to be a decision of the arbitrator pursuant to the *Labour Relations Act*, as amended, and is enforceable as such. The liquidated damages shall be paid to the joint ISCA/Union Trust Fund for work relating to the Residential Sector. For work relating to the ICI sector, the liquidated damages shall be paid to the joint ISCA/Union Trust Fund or the joint AAO/Union Trust Fund, depending on which association the violating contractor is a member of. Liquidated damages that arise from a non-association contractor in the ICI sector shall be paid to each Trust Fund on a 50/50 basis.

26.05 An unresolved grievance shall be submitted to arbitration in accordance with the *Ontario Labour Relations Act, 1995*.

26.06 If the Ontario Labour Relations Board (the "OLRB") or an Arbitrator/Board of Arbitration to which a grievance is referred alleging a failure to pay wages to employees, a failure to make appropriate payments to a trust fund or an administrator as required by this Agreement, or failing to hire members of the Union and/or subcontracting work to an employer which is not bound to the provisions of this Agreement, determines that an employer has violated the Agreement, or if an employer and the Union reach a settlement of a grievance alleging breaches of the Agreement on a ground or grounds as previously stated, then the OLRB or the Arbitrator/Board of Arbitration or the Minutes of Settlement shall also order or require the employer to pay all reasonable costs incurred by the Union and the Trust Funds in investigating and prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses, Business Representatives' time at the appropriate hourly rate, conduct money, auditor/accountant's fees, costs incurred in serving all summonses, and any expenses incurred by the Union pursuant to Section 133 or any successor section of the Act (including filing fees, hearing fees and taxes), or any costs incurred by the Union for the Arbitrator/Board of Arbitration.

26.07 If within 12 months of a decision of the OLRB or award of an Arbitrator/Board of Arbitration or Minutes of Settlement, determining or resolving a grievance alleging a failure to pay wages to employees, a failure to make appropriate payments to a trust fund or an administrator, or

failing to hire members of the Union and/or subcontracting work to an employer which is not to the provisions of this Agreement, the employer is found to be in violation of the Agreement with respect to a grievance alleging a violation of the Agreement on a ground or grounds as previously stated, the OLRB or Arbitrator/Board of Arbitration or Minutes of Settlement shall order or require the employer to pay \$2,000.00 as punitive or special damages for the first violation.

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

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

ARTICLE 27

FORM T2200 DECLARATION

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

ARTICLE 28

PAYROLL ADJUSTMENTS

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

ARTICLE 29

PERSONAL COMMUNICATION DEVICES

- 29.01 **No personal communication/picture/video devices, including cell phones, I-pods, ear buds and similar devices, shall be used on a job site, unless authorized by the Employer.**

Letter of Understanding

Re: Voluntary Overtime

Between:

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

(the “Union”)

- and -

Acoustical Association Ontario

(“A.A.O.”)

- and -

Interior Systems Contractors Association of Ontario

(“I.S.C.A.”)

This will confirm the agreement reached between the parties set out above during negotiations that during the life of the Provincial ICI Collective Agreement effective until **April 30, 2025**, the following shall apply to the hours of work and overtime provisions contained in Articles 12 and 13 of Appendix “B” to the Collective Agreement.

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

Appendix "B"

paragraph 3 above), may be referred to arbitration in accordance with the provisions of the Collective Agreement or Section 133 of the Ontario Labour Relations Act, 1995.

6. This letter of understanding shall expire on **April 30, 2025**.

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.

Letter of Understanding

Re: Market Retention and Recovery

Between:

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

(the "Union")

- and -

Acoustical Association Ontario

("A.A.O.")

- and -

Interior Systems Contractors Association of Ontario

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

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

AND WHEREAS the parties agree that this Letter of Understanding shall expire on **April 30, 2025**, provided that any projects obtained under terms and conditions contained in this Letter of Understanding shall be completed under the terms and conditions of this Letter of Understanding.

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

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

MAKE-UP TIME

3. Where regular hours of work cannot be worked as a result of inclement weather **or circumstances beyond their control** or environmental conditions, the hours lost may be made up by working up to eight (8) hours on Saturdays at straight time rates up to the total hours of lost time to a maximum of forty four hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from

Appendix "B"

the employer. Should the employer violate this provision a second time, the Union shall have the right, in addition to any damages it may claim, to withdraw from the violating employer the right to utilize this provision on any further projects for the currency of this Agreement.

4. Travel allowances contained in local area schedules may be waived upon agreement with the local Union.
5. The employer shall be entitled to name hire employees from the local Union's out of work list provided the said employee must obtain a referral slip prior to commencing work.
6. The Employer shall notify the Union, via correspondence, that it is applying the terms and conditions contained in this Letter of Understanding prior to tender closing on the project.
7. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer, including where no non-union drywall competition has bid the work-in-question.

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.

Letter of Understanding

Re: Market Recovery

Between:

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

(the "Union")

- and -

Acoustical Association Ontario

("A.A.O.")

- and -

Interior Systems Contractors Association of Ontario

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

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

AND WHEREAS the parties agree that this Letter of Understanding shall expire on **April 30, 2025**, provided that any projects obtained under terms and conditions contained in this Letter of Understanding shall be completed under the terms and conditions of this Letter of Understanding.

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

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

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.

Letter of Understanding

Re: Vaccination

Between:

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

- and -

Acoustical Association Ontario
 (“A.A.O.”)

- and -

Interior Systems Contractors Association of Ontario
 (“I.S.C.A.”)

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

On job sites where an owner or general contractor has required workers on site to be vaccinated the parties agree that the following shall apply.

1. When contacting the Union for workers the Employer shall notify the Union of the vaccination requirement.
2. The Union shall ensure, when dispatching workers, that they are notified of the vaccination requirement and, where the Union is aware that a worker is not vaccinated, shall not dispatch that worker to the Employer.
3. It is understood that the owner/general contractor or Employer may seek to verify vaccination status at the job site. Where a worker cannot, or will not, provide proof of vaccination he/she may be sent home from the site.
4. Where a worker is sent home from the site in accordance with paragraph 3 above it is understood that he/she shall have no claim to any pay, premiums, allowance or compensation of any kind.

Appendix "B"

Agreed on **March 17th, 2022.**

For the Employer

For the Union

Paul Gunning AAO

Bruno Mandic IUPAT

Ron Johnson ISCA

Arminda Correia IUPAT

SCHEDULE "A"

List of Arbitrators agreed to as per Article 26.04

Diane Gee

David McKee

Norm Jesin

Jesse Nyman

Eli Gedalof

For the Union

For the Employer

Bruno Mandic

I.S.C.A.

A.A.O.