

Schedule "A"

1. The Responding Party, United Brotherhood of Carpenters and Joiners of America, Local 494 ("Local 494") is a trade union within the meaning of Sections 1(1) and 126 of the *Labour Relations Act, 1995* (the "Act").
2. The Intervenor, Carpenters' Regional Council ("CRC") which was formerly the Carpenters' District Council of Ontario ("CDCO"), is the parent union for all Ontario Locals including Local 494 and is also a trade union within the meaning of Sections 1(1) and 126(1) of the *Act*.
3. Local 494 and the Intervenor, CRC submit that there is no unit of employers appropriate for accreditation and the Board should not grant the accreditation order requested in this matter for the reasons set out below.

Background

4. Local 494 is an affiliated local union of the CRC (CDCO). It represents employees in the construction industry including, but not limited to, carpenters and carpenters' apprentices.
5. The source of bargaining rights with respect to the eight employers listed by the Windsor Wall and Ceiling Contractors Association ("Windsor Wall") vary, which is relevant for the purposes of this application. Sources include recognition agreements/collective agreements with Local 494 as well as certificates issued by the Board to the CDCO.
6. Additionally, the bargaining units in the collective agreements relied on with respect to the eight employers listed in this matter are not all the same. While some of the bargaining units are for carpenters and carpenters' apprentices others are cover what are effectively all employee units.
7. On May 20, 2023, the CDCO was certified by the Board for all construction labourers, carpenters and carpenters' apprentices, in the employ of SBT Construction Ltd., in all sectors of the construction industry in the County of Essex and the Municipality of Chatham-Kent, excluding the industrial, commercial and institutional sector, save and except non-working foremen and persons above the rank of non-working foreman. <<https://canlii.ca/t/jxwh8>>
8. The collective agreement relied on by the Applicant for SBT covers most of its employees engaged in residential construction.
9. On April 25, 2023, the CDCO was certified by the Board for all carpenters and carpenters' apprentices in the employ of all carpenters and carpenters' apprentices in the employ of T.I.C. Contracting Ltd. in all sectors of the construction industry in the County of Essex and the Municipality of Chatham-Kent, excluding the

industrial, commercial and institutional sector, save and except non-working foremen and persons above the rank of non-working foreman. <<https://canlii.ca/t/jx132>>

10. As a result, by virtue of certificates issued by the Board T.I.C and SBT are bound to all affiliated CRC Locals and in accordance with sections 138(2) and 146(2) they are bound to any and all existing accredited non-ICI agreements of any affiliated Locals of the CDCO (now the CRC).
11. As the Board is aware, Drywall Acoustic Lathing and Insulation Local 675, United Brotherhood of Carpenters and Joiners of America ("Local 675") is the Responding Party to an accreditation certificate dated April 27, 1984 for the Interior Systems Contractors' Association ("ISCA") (**TAB 1**).
12. That accreditation certificate states that ISCA is the bargaining agent for:

all employers of carpenters and carpenters' apprentices engaged for the application of metal and gypsum lath, gypsum drywall boards and metal components to receive same, screeds and bead accessories, acoustical ceiling systems, thermal insulation, including vapour barrier, metal door frames installed in lath and plaster and drywall partitions for whom Drywall Acoustic Lathing and Insulation Local 675, United Brotherhood of Carpenters and Joiners of America has bargaining rights in the Province of Ontario in the residential sector of the construction industry.
13. The Board found this to be an appropriate unit for accreditation by virtue of its Decision of the same date. <<https://canlii.ca/t/25qp7>>
14. ISCA is the long established accredited employer organization with respect to employers that employ carpenters and carpenters' apprentices bound to Local 675 performing any of the above-noted work. This is a province wide accreditation that includes Board Area 1.
15. Both SBT and T.I.C. are bound to the accredited ISCA Collective Agreement, as will be elaborated on below.

Board Should Not Permit Overlapping Accreditations

16. As is clear, the ISCA accreditation overlaps entirely with the unit of employers the Applicant Windsor Wall claims is appropriate for accreditation in this matter.
17. The ISCA Collective Agreement includes a recognition clause as follows (**TAB 2**):

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees or pieceworkers engaged in the work outlined in the Trade Jurisdiction clause of this Agreement, in the Province of Ontario.

2.02 The Union recognizes Interior Systems Contractors Association of Ontario as the sole and exclusive bargaining agent for all employers whose employees or pieceworkers are represented by the Union and for whom the Union has bargaining rights.

18. The trade jurisdiction outlined in Article 18 of the ISCA Agreement is expansive and covers all of the work that Windsor Wall requests accreditation for as follows:

TRADE JURISDICTION 18.01 The employer recognizes the trade jurisdiction of the Union and agrees to assign the work of such jurisdiction to the employees or pieceworkers covered by this Agreement.

18.02 The installation of all materials and component parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum board, all integrated ceiling heat panels, all radiant ceiling heat fill, all main tees, splines, splays, wall and ceilings angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation; all work in connection with the installation erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracing, fire-blocking, resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, mouldings, base, and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and thermal insulation materials including, but not limited to, basement blanket (wrap) insulation etc; the installation of fixture attachments including all lay out work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, tying and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels,

backing board, installation of any material used as a base for thin coat plaster, acoustical material of mineral or fibre; the installation of lead baffles, insulation material, bead board and rigid insulation, metal and/or plastic compositions, including monolithic adhesives or any material attached to the above described metal construction . The installation of all pre-built, either on-site or off site, light weight exterior component systems, such as but not limited to Outsulation and Drivit system including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work. The installation of exterior siding and soffit of cellulose fibre, reinforced cement building boards.

18.03 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.

18.04 The trade jurisdiction includes the handling and clean up of all materials listed in the Sections of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction.

18.05 "Demolition work and dismantling of all reusable material pertaining to acoustic and drywall work jurisdiction shall be performed by employees covered by this Agreement".

19. Furthermore, the ISCA Agreement specifically acknowledges that rates throughout the Province will be negotiated between Local 675 and ISCA for the work the ISCA Agreement covers:

6.02 The rates in Article 6.01 are set rates for Board Area 8, 9, 10 and 18. The parties acknowledge that this is a province-wide agreement and those rates may apply outside of Board Areas 8, 9, 10 and 18 however, the Parties agree to meet during the life of this agreement to negotiate appropriate wage rates and benefits for the Board Areas outside of 8, 9, 10 and 18.

20. Such rates were specifically agreed to between Local 675 and ISCA for Board Area 1 prior to this application for accreditation being filed. (**TAB 3**)
21. The Responding Party and Intervenor submit that in considering an application for accreditation the Board must consider, among other things, whether the unit is viable for collective bargaining. In the circumstances, the unit applied for by Windsor Wall is not viable, as the result would be that contractors in Board Area 1 could fall under the ISCA accreditation as well as any Windsor Wall accreditation

for the same employees performing the work with the same union, which would be untenable.

22. This would cause labour relations harm and would be inconsistent with the purposes of the accreditation sections of the act, including providing stability in the industry.
23. At a minimum, the two largest employers, SBT and T.I.C. are already bound to the ISCA agreement by virtue of the OLRB certificates. This would result in competing accredited employers associations and accredited agreements being applicable to the same employers. It would also potentially result in the two largest employers in Board Area 1 being bound to the ISCA agreement, while the other employers, with less bargaining power are bound to a separate Windsor Wall agreement, leading to obvious disadvantages, disparities and disputes within the industry.
24. Local 494 and the CRC submit that even if the Board determines SBT and T.I.C. are not for some reason bound to all affiliated locals of the CRC, including Local 675, the ISCA accreditation clearly applies in Board Area 1 and will result in any future companies certified by the CRC in Board Area 1 being bound either to two accredited agreements for the same group of employees performing the same work in the same area or to the ISCA Agreement, while competitors are bound to a Windsor Wall Agreement. We submit that such a result was not intended by the accreditation provisions of the *Act*.
25. The Board addressed the issue of two employer associations applying for accreditation with respect to overlapping units in *Oshawa Area Signatory Contractors Association* <<https://canlii.ca/t/jlsrw>>. In that case one association the GTSWCA had applied for accreditation prior to the OASCA. The Board concluded at paragraph 21:

It would be entirely inappropriate and antithetical to good labour relations to have two competing accredited collective agreements covering exactly the same work. Therefore, the Board will not permit the OASCA the exemption it is seeking.

26. The Board also commented that the whole point of an accreditation order is to "create a "level playing field" in the industry". The Union submits that having two separate accredited employer associations for the same work would not create a level playing field but would cause disruption and disputes.
27. On this basis alone, Local 494 and the CRC request the Board dismiss this application.

The Applicant Cannot Rely on SBT and T.I.C. for its Application

28. In the alternative, Local 494 and the CRC submit that Windsor Wall cannot rely on the collective agreements for T.I.C. and SBT, or their employees, in support of its application.
29. By virtue of the certificates applicable to SBT and T.I.C., the collective agreements between Local 494 and SBT and Local 494 and T.I.C. are not permissible under section 140 of the *Act* as a result of the pre-existing accredited ISCA agreement. Therefore, to the extent those agreements purport to cover the work that falls under the ISCA Collective Agreement the agreements are null and void.
30. Because SBT and T.I.C. are bound to the CDCO, Local 675 is, together with the CDCO, deemed to be the bargaining agent for the same group of employees that this accreditation application purports to apply to. Both T.I.C. and SBT are bound to the accredited ISCA and as a result the portion of the agreements pertaining to the work that Windsor Wall seeks to be accredited for constitutes impermissible individual bargaining where an accredited agreement already exists.
31. The Board recently addressed precisely this issue in its Decision in *Ironclad Developments Inc.*, <<https://canlii.ca/t/jzz0t>> in which it was determined that a company bound to the CDCO was, by virtue of the operation of sections 134, 138(2) and 146(2) of the *Act*, bound to the relevant accreditation order and accredited agreement for residential work. The Board concluded at paragraphs 20-22:

20. Through the operation of section 134 and subsections 138(2) and 146(2) of the *Act*, the CDCO and each of its local trade unions, within their respective jurisdictions, is deemed to be bargaining agent, together with the CDCO, for this same group of employees, and thereby bound to any accredited collective agreements. Therefore, Local 2041 is deemed to be a bargaining agent together with the CDCO for the employees of the Employer in the non-ICI sectors of the construction industry in Board Area 15, and because Local 2041 is a bargaining agent for these employees, the accreditation order issued to it also applies. The Employer is therefore bound to the WACCA Agreement. Because of the accredited agreement, the CDCO and its locals, along with the Employer, are precluded from bargaining and/or entering into a collective agreement intended to be binding in lieu of the accredited agreement: section 140. Local 93 is also deemed to be a bargaining agent of employees of the Employer.

21. In reaching this conclusion, the Board rejects the Employer's singular and narrow focus on the language of the accreditation order. It is true that, on its face, the 1987 WACCA accreditation order, set out at paragraph 15 above, applies to employers for whom *Local 2041* had bargaining rights in Board Area 15 on the date of accreditation or for whom *Local 2041* may obtain bargaining rights in Board Area 15 through certification or voluntary recognition after the date of accreditation. This reading, however, completely ignores the operation of section 146 and the deeming provision which it contains. It does not matter that the applicant in the certification file was the CDCO: as a result of subsection 146(2) of the Act, Local 2041 and the CDCO's other locals are deemed to have obtained those bargaining rights as well.

22. Moreover, and notwithstanding the Employer's argument to the contrary, I have no difficulty concluding that the CDCO is a "parent trade union" within the meaning of the Act. Section 145 defines a "parent trade union" as "a provincial, national or international trade union which has at least one affiliated local trade union in Ontario that is subordinate or directly related to it." The CDCO is a provincial trade union, and it has several affiliated local trade unions, in Ontario, which can be described, if not as subordinate, then at least directly related to it. There is nothing in the Act which precludes a council of trade unions from being a parent union. There is also nothing in the statutory definition which precludes the CDCO from being a parent union, even if the international organization, the UBCJA, is also a parent union for purposes of the section. This interpretation of "parent union" is consistent with the Board's treatment of the Ontario Provincial District Council, and its local, Labourers' International Union of North America, Local 183 in *Greater Toronto Sewer and Watermain Contractors Association*, 2022 CanLII 38565 (ON LRB).

32. As T.I.C. and SBT are clearly bound to the ISCA Agreement, the Applicant in this matter cannot rely on the collective agreements for T.I.C. or SBT or the employees working for those companies on and around the application date.
33. On and around the application filing date SBT employed approximately 140 employees in the proposed unit and T.I.C. employed approximately 70. Comparatively, Incore employed approximately 60, Boudreau 15, Rene Roy 10, and Level 5 employed 6 employees, Riverview 20 and MJ Drywall 6.
34. As a result, the Applicant does not represent employers of the majority of employees in the unit applied for and the application must be dismissed.

35. Local 494 and CRC reserve the right to provide additional particulars if necessary.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

TAB 1

The Labour Relations Act

Accreditation

Before The Ontario Labour Relations Board

between:

Interior Systems Contractors Association of Ontario,

Applicant,

—and—

Drywall Acoustic Lathing and Insulation Local 675 of
the United Brotherhood of Carpenters and Joiners of
America,

Respondent.

Certificate

Upon the application of the applicant and in accordance with
 the provisions of The Labour Relations Act, THIS BOARD DOTH ACCREDIT
 Interior Systems Contractors Association of Ontario as the bargaining
 agent for all employers of carpenters and carpenters' apprentices engaged
 for the application of metal and gypsum lath, gypsum drywall boards and
 metal components to receive same, screeds and bead accessories,
 acoustical ceiling systems, thermal insulation, including vapour barrier,
 metal door frames installed in lath and plaster and drywall partitions
 for whom Drywall Acoustic Lathing and Insulation Local 675 of the United
 Brotherhood of Carpenters and Joiners of America has bargaining rights in
 the Province of Ontario in the residential sector of the construction
 industry.

This certificate is to be read subject to the terms of the
 Board's decisions in this matter and accordingly the unit of employers
 described herein is to be read subject to any qualifications referred to
 in the said decisions of the Board.

The employers for whom the Interior Systems Contractors
 Association of Ontario becomes the bargaining agent under this
 certificate are: Alden Interiors., Arcadia Acoustics & Drywall Ltd.,
 D. Azzolin Plastering and Drywall a Division of Panama Villas Inc., A-P
 Drywall Systems Limited, B. & P. Drywall Co., Ian A. Barron Contracting
 Limited, Brunswick Drywall (Ontario) Ltd., Ben Plastering Limited, Cara
 Drywall Services Ltd., Cesaroni Brothers Inc., 481670 Ontario Limited

continued p. 2...

. . . Certificate of Accreditation . . .

carrying on business as City Drywall & Acoustics, Conbro Construction Ltd., Cormil Drywall Inc., DMD Triangle Lathing & Acoustics Co. Limited, P. J. Daly Contracting Limited, Decor Drywall Inc., 386050 Ontario Limited in business as Delta Interior System, Downsview Drywall Limited, Drako Drywall and Construction Limited, Dovetail Limited, D & R Drywall & Plastering Co. Ltd., Ekko Drywall Limited, Empire Lathing and Insulating Company Limited, Florida Drywall Co. Limited, Four Seasons Drywall and Acoustics Limited, Gulf Lathing Co., A. V. Hallam Lathing & Plastering Limited, Lido Plastering (York) Limited, Lombardi Style Drywall Ltd., Man Drywall Limited, Macon Drywall Systems, Marel Contractors, Metafor Drywall & Acoustics Limited, Nelmar Drywall Company Limited, 436542 Ontario Limited carrying on business as Oakdale Drywall & Acoustics, Opec Acoustics & Drywall Ltd., Paragon Drywall Systems Inc., R.D.S. Drywall & Acoustics Ltd., Rogers Plastering and Drywall Systems Ltd., Roselawn Plasterers Company Limited, Speed Drywall (1980) Limited, Suburban Lathing & Acoustics Limited, Suburban Plastering Company Limited, Woodbridge Drywall Limited, National Drywall Ltd., York Lathing, Acadian Acoustic Co. Ltd., A.P.A. Drywall Acoustics Ltd., Copa Plastering Ltd., Consolidated Drywall, Eva Contractors, Gargaro Joe Lathing & Insulation, Halton Drywall Ltd., Lisi Brothers Construction Ltd., Major Lathing & Insulation Co. Ltd., Maple Drywall, M.B.D. Drywall and Const. Ltd., Pagani Brothers Lathing Co. Ltd., Spring Plastering Ltd., Standard Drywall Ltd., Superby General Contractors Ltd., Tamerlane Drywall Ltd., Tampa Interior Systems Inc., T. & M. Drywall & Acoustic Ltd., Torino Drywall, Toronto Drywall Services, Wilson Drywall, Agincourt Drywall, Atom Drywall & Acoustics Limited, Camino Building Systems Limited, Columbia Interior Contracting, Contemporary Acoustic Systems Inc., Cornakia Renovations, Century Drywall & Acoustics Ltd., C.I.A. Drywall & Acoustics Services Inc., Delta Drywall Ltd., Dietrich Plastering (Sudbury) Limited, Donalco Inc., Durabond Texture Spray, Delta Texture Ratings Ltd., Finspun Construction Limited, L-K Acoustic & Drywall

. . . Certificate of Accreditation . . .

Limited, Litcor Contracting Inc., J. A. MacDonald (London) Ltd., Northdown Drywall, Perfect Acoustic & Drywall Company Limited, Regional Acoustic & Drywall Ltd., Roncali Brothers Limited, Rosmar Drywall & Acoustics Ltd., John E. Smith Contracting Ltd., Terrazzo Mosaic & Tile Company Limited, Tecumseh Drywall and Acoustics Inc., Weston Drywall (Miss) Ltd., Commercial Construction Drywall, Convert-A-Wall Ltd., Carmen Drywall Service, Centre Leaseholds Improvements Ltd., E. Clarke Drywall & Acoustics Ltd., Dale Acoustics 435877 Ontario Inc., D'Angelo Interior Contractors Ltd., Eman Interior Systems Ltd., Esa Acoustics & Drywall Ltd., Flatley & Kay Ltd., Foden (J.H.) Ltd., Gallagher (J.P.), Gillespie Drywall Ltd., Granolite Co. Ltd., Interior Deco Inc., Interior Dimensions, Jeda Contracting, Jomar Drywall Inc., L.O.E.D. Contractors, R.W. MacPhail Drywall, Manville Canada Inc., M.D.S. Malvern Drywall Systems Ltd., Melford Drywall Systems Ltd., M. K. Drywall, Modern Ceiling Ltd., Monaco Interiors, Nap-Mon Construction Ltd., New Dimension Drywall Ltd., Norseman Drywall, North West Walls & Ceilings, Omni Acoustics & Drywall, Par Cor Construction, Parity Drywall, Patella Construction Inc., Peel Drywall & Acoustics Ltd., Planned Acoustics, Pro Acoustical Drywall System, Providence Drywall Ltd., Sasha Insulation Inc., Strong's Drywall, G. Sylvain Plastering, Unic Drywall Ltd., Weston General Carpentry Ltd., Weston Lathing and other such employers for whose employees Drywall Acoustic Lathing and Insulation Local 675 of the United Brotherhood of Carpenters and Joiners of America may after September 9, 1983, obtain bargaining rights through certification or voluntary recognition in the geographic area and sector set out in the unit of employers.

DATED at Toronto this 27th day of April, 1984.

ONTARIO LABOUR RELATIONS BOARD

(SEAL)

"D. K. AYNSLEY"

REGISTRAR

TAB 2

RESIDENTIAL AGREEMENT

Between

**INTERIOR SYSTEMS
CONTRACTORS ASSOCIATION
OF ONTARIO**
(Herein called the "Association")

– and –

**DRYWALL ACOUSTIC LATHING
AND INSULATION LOCAL 675**
(Herein called the "Union")



EFFECTIVE:
May 1, 2022 - April 30, 2025

the employer shall make available a temporary replacement for one (1) week only.

17.03 Apprentices will be required to supply their own screw gun after one (1) year of apprenticeship.

17.04 If the employee reports to the project for work without the proper tools to perform the work he shall not be entitled to a reporting allowance.

17.05 Where the employer supplies any tools, the employee will sign for same and be responsible for its return, failing which the employee will compensate the employer for same.

17.06 The Employer shall supply heavy duty screwguns which are required in the installation of light weight exterior component systems, and the installation of metal studs or track 20 gauge or heavier.

17.07 Article 17 shall have no applicability to the pieceworker.

ARTICLE 18 – TRADE JURISDICTION

18.01 The employer recognizes the trade jurisdiction of the Union and agrees to assign the work of such jurisdiction to the employees or pieceworkers covered by this Agreement.

18.02 The installation of all materials and component parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum board, all integrated ceiling heat panels, all radiant ceiling heat fill, all main tees, splines, splays, wall and ceilings angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation; all work in connection with the installation erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection,

including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracing, fire-blocking, resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, mouldings, base, and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and thermal insulation materials including, but not limited to, basement blanket (wrap) insulation etc; the installation of fixture attachments including all lay out work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, tying and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels, backing board, installation of any material used as a base for thin coat plaster, acoustical material of mineral or fibre; the installation of lead baffles, insulation material, bead board and rigid insulation, metal and/or plastic compositions, including monolithic adhesives or any material attached to the above described metal construction . The installation of all pre-built, either on-site or off site, light weight exterior component systems, such as but not limited to Outsulation and Drivit system including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work. The installation of exterior siding and soffit of cellulose fibre, reinforced cement building boards.

18.03 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.

18.04 The trade jurisdiction includes the handling and clean up of all materials listed in the Sections of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction.

18.05 "Demolition work and dismantling of all reusable material pertaining to acoustic and drywall work jurisdiction shall be performed by employees covered by this Agreement".

ARTICLE 19 –
MANAGEMENT RIGHTS & UNION OBLIGATIONS

19.01 The Union agrees and acknowledges that the Employer has exclusive rights to manage the business and to exercise such rights without restriction, save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing it is the exclusive function of the Employer:

- (a) to transfer, hire, direct, promote, demote, lay-off, discipline and discharge for just cause employees and to increase or decrease the working forces in accordance with the terms of this Agreement.
- (b) to determine the materials and methods to be used, design of the products to be handled, facilities and equipment required.
- (c) It is agreed that the rights mentioned in Section 01 above shall not be exercised in a manner contrary to the provisions of this Agreement.

19.02 The Union agrees that in all instances where it is advised by the Association of the existence of an employer employing employees engaged in the work outline in the Trade Jurisdiction clause of this Agreement in the Province of Ontario in competition to any employer covered by the provisions of this Agreement, the Union will use its best efforts to forthwith ascertain if any such employer wishes to be represented for Collective Bargaining purposes by the Union and in such event to take such steps as may be reasonably appropriate to obtain Bargaining Rights for such employees.

TAB 3

MEMORANDUM OF AGREEMENT

BETWEEN:

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO

and

DRYWALL ACOUSTIC LATHING AND INSULATION LOCAL 675,

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

and

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 494

WHEREAS Interior Systems Contractors Association of Ontario ("ISCA") and Drywall Acoustic Lathing and Insulation Local 675, United Brotherhood of Carpenters and Joiners of America ("DALI 675") are parties to an accredited collective agreement, the most current of which is effective May 1, 2022 to April 30, 2025 (the "ISCA Agreement");

AND WHEREAS It is acknowledged that the ISCA Agreement is Province-wide in scope;

AND WHEREAS UBCJA Local 494 is the local union of the Carpenters' Regional Council with territorial jurisdiction over Board Area 1 (i.e. the County of Essex and the Municipality of Chatham-Kent);

AND WHEREAS Article 6.02 of the DALI ISCA Agreement specifically provides that the parties meet during the life of the Agreement to negotiate appropriate wage rates and benefits for Ontario Labour Relations Board Geographic Areas ("Board Areas") outside of 8, 9, 10 and 18;

AND WHEREAS the parties hereto have met and have reached an agreement concerning the appropriate wages and fringe benefit rates that will apply to the work covered by the ISCA Agreement in the residential sector of the construction industry within Board Area 1;

NOW THEREFORE the parties agree to implement the following to the ISCA Agreement:

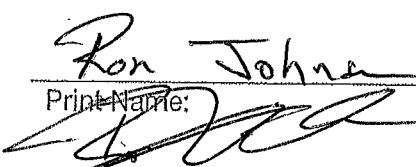
1. When an Employer bound by the ISCA Agreement performs bargaining unit work in the residential sector of the construction industry within Board Area 1, the applicable rates (wages and related payments) are set out in the attached Appendix "A", which shall form part of the ISCA Agreement.
2. It is agreed that all contributions for Training will remain with Local 494. All contributions for the Industry Fund payable for work covered by the ISCA Agreement in Board Area 1 shall be forwarded to ISCA at the applicable rate provided for in Article 10 of the ISCA Agreement (i.e. \$0.30 per hour).
3. The rates and terms as set out in this Agreement and the appended Appendix "A" shall be effective as of the date of execution of this Memorandum of Agreement and will expire concurrently with the Residential ISCA Agreement. The parties will negotiate any

increases and/or modifications to the rates and terms during the course of their bargaining for a renewal Collective Agreement.

4. Any dispute relating to the interpretation, application or administration of this Memorandum Agreement or with respect to a violation of the Residential ISCA Agreement as it relates to the wages and/or special terms in Board Area 1 can be resolved by either party filing a grievance under the ISCA Agreement which grievance can be referred to arbitration pursuant to section 133 of the *Labour Relations Act, 1995* or pursuant to the expedited arbitration protocols found within the ISCA Agreement.
5. This Agreement may be executed in counterparts and the parties agree that a photocopy, scanned copy or emailed copy shall be deemed to be as valid and binding as the original.

Signed,

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION
OF ONTARIO


Ron Johnson
Print Name:

April 4/2024
Date

DRYWALL ACOUSTIC LATHING AND INSULATION
LOCAL 675, UBJCA


Print Name:
Claudio Mazzotti

Mar 22/24
Date

UBCJA, LOCAL 494


Print Name:

Mar 22, 2024
Date

APPENDIX "A"

SCHEDULE A

Rates for hourly employees:

| Effective Date | Hourly Wage | Vacation Pay 10% | Welfare Fund | Pension Plan | Training Fund | Promo Fund | ISCA Industry Fund | Total Package |
|----------------|-------------|------------------|--------------|--------------|---------------|------------|--------------------|---------------|
| 1-May-23 | \$36.00 | \$3.60 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$44.64 |
| 1-May-24 | \$37.00 | \$3.70 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$45.74 |
| 1-May-25 | \$38.00 | \$3.80 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$46.84 |
| 1-May-26 | \$38.00 | \$3.80 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$46.84 |

* Vacation and Statutory Holiday Pay is to be paid weekly directly to employees.

| Apprentice Level | Hourly Wage | Vacation Pay %10 | Welfare Fund | Pension Plan | Training Fund | Promo Fund | ISCA Industry Fund | Total Package |
|----------------------|-------------|------------------|--------------|--------------|---------------|------------|--------------------|---------------|
| 1 st Term | \$19.25 | \$1.93 | \$2.74 | \$ - | \$0.20 | \$0.10 | \$0.30 | \$24.22 |
| 2 nd Term | \$22.75 | \$2.28 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$28.07 |
| 3 rd Term | \$26.25 | \$2.63 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$31.92 |
| 4 th Term | \$29.75 | \$2.98 | \$2.74 | \$2.00 | \$0.20 | \$0.10 | \$0.30 | \$37.77 |

1st Term 0-1800 hours= 55% of hourly rate plus package (excluding pension)

2nd Term 1801-3600 hours= 65% of hourly rate plus package

3rd Term 3601-5400 hours= 75% of hourly rate plus package

4th Term 5401-7200 hours= 85% of hourly rate plus package

Full Rate: over 7200 hours 100% of hourly rate plus package

| | Hourly Wage | Vacation Pay 4% |
|---------------------------------------|-------------|-----------------|
| Drywall cleanup and material handling | \$20.00 | \$0.80 |

Note: Drywall cleanup and material handling employees do not receive welfare fund, pension plan, training fund, or promo fund contributions

SCHEDULE A CONTINUED

Rates for Pieceworkers

Note: Employer contribution for benefits, pension, and training fund to be 15% of pieceworker gross to be allocated by Union.

All Drywall Rates below shall be increased by 4% on May 1 of each year for the duration of this Agreement.

NEW DRYWALL RATES (see schedule)

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

High Rise Residential - Any residential building which has both corridors and elevators.

BOARDING — HIGH-RISE RESIDENTIAL (Including Senior Citizens & Nursing Homes)

Ceiling Heights: Rates per 1000 square feet

| Highrise Residential | 2023 | 2024 | 2025 | 2026 |
|--------------------------------------|------|------|------|------|
| Over 8 ft up to and including 9 ft | .30 | .312 | .324 | .336 |
| Over 9 ft up to and including 10 ft | .32 | .332 | .345 | .358 |
| Over 10 ft up to and including 11 ft | .345 | .358 | .372 | .386 |
| Over 11 ft up to and including 12 ft | .36 | .374 | .389 | .404 |

Corner Beads — Low Rise / High Rise (Metal)

| | |
|------|---------------------|
| 2023 | .25 per linear foot |
| 2024 | .26 per linear foot |
| 2025 | .27 per linear foot |

| | |
|------|---------------------|
| 2026 | .28 per linear foot |
|------|---------------------|

BOARDING — RESIDENTIAL

Ceiling Heights: Rates per 1000 square feet

| Lowrise Residential | 2023 | 2024 | 2025 | 2026 |
|--------------------------------------|------|------|------|------|
| Up to and including 8 ft | .295 | .306 | .318 | .330 |
| Over 8 ft up to and including 9 ft | .310 | .322 | .334 | .347 |
| Over 9 ft up to and including 10 ft | .325 | .338 | .351 | .365 |
| Over 10 ft up to and including 11 ft | .340 | .353 | .367 | .381 |
| Over 11 ft up to and including 12 ft | .36 | .374 | .389 | .404 |

Durock/Shower Backer Board

| 2023 | 2024 | 2025 | 2026 |
|------|------|------|------|
| .50 | .52 | .54 | .56 |

Exterior Sheathing on Metal Studs

| | 2023 | 2024 | 2025 | 2026 |
|----------------|------|------|------|------|
| 1/2" Densglass | .55 | .57 | .59 | .61 |
| 5/8 Densglass | .60 | .62 | .625 | .65 |

Metal Studs — Exterior Wind Loaded

| | 2023 | 2024 | 2025 | 2026 |
|----------------|------|------|------|------|
| Heavy Gauge | .875 | .91 | .95 | 1.00 |
| Layout Premium | 5% | 5% | 5% | 5% |

Metal Studs — RESIDENTIAL up to and including 8 feet

| | |
|------|---------------|
| 2023 | .28 LF Steel |
| 2024 | .29 LF Steel |
| 2025 | .30 LF Steel |
| 2026 | .312 LF Steel |

Metal Studs -- RESIDENTIAL Over 8 ft up to and including 9ft

| | |
|------|---------------|
| 2023 | .30 LF Steel |
| 2024 | .31 LF Steel |
| 2025 | .32 LF Steel |
| 2026 | .332 LF Steel |

Metal Studs -- RESIDENTIAL Over 9 ft up to and including 10ft

| | |
|------|---------------|
| 2023 | .32 LF Steel |
| 2024 | .332 LF Steel |
| 2025 | .343 LF Steel |
| 2026 | .356 LF Steel |

Furring Channel, Resilient Channel and J. Mould to be paid as per light gauge steel studs.

Entry Door Frames

Entry Door Frames are premiums that apply to a single or double entry door frame within a fire rated wall assembly.

Premium paid for a single entry door frame

| 2023 | 2024 | 2025 | 2026 |
|-------|-------|-------|-------|
| 30.00 | 31.20 | 32.50 | 33.80 |

Premium paid for a double entry door frame

| 2023 | 2024 | 2025 | 2026 |
|-------|-------|-------|-------|
| 35.00 | 36.40 | 37.85 | 39.36 |

Suspended Ceilings - Inserts, hanger wire 1 1/2 channel and furring channel

| 2023 | 2024 | 2025 | 2026 |
|------|------|------|------|
| .55 | .57 | .59 | .613 |

Suspended Drywall Grid - including inserts & hangers

| 2023 | 2024 | 2025 | 2026 |
|------|------|------|------|
| .50 | .52 | .54 | .56 |

T-Bar Ceilings - including hangers

| | 2023 | 2024 | 2025 | 2026 |
|---------------------------|------|------|------|------|
| 2'x4' Grid | .50 | .52 | .54 | .56 |
| 2'x2' Grid | .60 | .624 | .648 | .674 |
| 2'x4' Tile | .25 | .26 | .27 | .28 |
| Upgrade for Recessed Tile | .10 | .11 | .12 | .13 |

Pot lights after Five

| | |
|------|--------|
| 2023 | \$3.52 |
| 2024 | \$3.66 |
| 2025 | \$3.80 |
| 2026 | \$3.95 |

6 mil poly installed including caulking & taping

| 2023 | 2024 | 2025 | 2026 |
|------|------|------|------|
| .20 | .208 | .216 | .225 |

*All materials supplied by contractor.

INSULATION RATES – High Rise Residential

Interior Walls

| | |
|------|------|
| 2023 | .20 |
| 2024 | .208 |
| 2025 | .216 |
| 2026 | .224 |

Exterior Walls

| | |
|------|------|
| 2023 | .20 |
| 2024 | .208 |
| 2025 | .216 |
| 2026 | .224 |

Premium on R24

| | |
|------|------|
| 2023 | .22 |
| 2024 | .228 |
| 2025 | .239 |
| 2026 | .248 |

Roxul High Density

| | |
|------|------|
| 2023 | .35 |
| 2024 | .364 |
| 2025 | .378 |
| 2026 | .387 |