

PROVINCIAL COLLECTIVE AGREEMENT

between

**CARPENTERS' EMPLOYER
BARGAINING AGENCY
(E.B.A.)**

and

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO,
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
(C.D.C.)**

**EFFECTIVE:
MAY 1, 2022 TO APRIL 30, 2025**



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MASTER PORTION - SCHEDULE "D" - CARPENTER SECTION TWO - PAGES 56 to 152 (Blue Pages)

INCLUDES: WAGE RATES; EMPLOYER CONTRIBUTIONS; EMPLOYEE DEDUCTIONS; FOREMAN DIFFERENTIALS; RATIO AND DEFINITION; APPRENTICE WAGE RATES; DISBURSEMENT OF VACATION PAY FUND INTEREST; PREMIUM PAY; HOURS OF WORK AND OVERTIME; SHIFT WORK; COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE AND LODGING.

NOTE: The Trade Appendices also contain schedules covering the above items.

ACOUSTIC AND DRYWALL APPENDIX: SECTION THREE - PAGES 153 to 231 (Yellow Pages)

THIS APPENDIX CONTAINS SPECIAL PROVISIONS AND ADDITIONS, IN ADDITION TO THE PROVISIONS IN THE MASTER PORTION OF THE AGREEMENT.

NOTE: Reference should be made to Article Two, Page Two of the Master Portion of Agreement. Articles 6, 7 and 11 of the Appendix must be used in conjunction with Schedule "D", Section Two - Pages 56 to 152 of Master Portion of Agreement.

CAULKING APPENDIX: SECTION FOUR - PAGES 232 to 280 (Pink Pages)

THIS APPENDIX CONTAINS SPECIAL PROVISIONS AND ADDITIONS, IN ADDITION TO THE PROVISIONS IN THE MASTER PORTION OF THE AGREEMENT.

NOTE: Reference should be made to Article Two, Page Two of the Master Portion of Agreement. Articles 6, 7 and 11 of this Appendix must be used in connection with Schedule "D", Section Two - Pages 56 to 152 of Master Portion of Agreement.

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THIS APPENDIX CONTAINS SPECIAL PROVISIONS AND ADDITIONS, IN ADDITION TO THE PROVISIONS IN THE MASTER PORTION OF THE AGREEMENT.

NOTE: Reference should be made to Article Two, Page Two of the Master Portion of Agreement, Articles 6, 7 and 11 of this Appendix must be used in conjunction with Schedule "D", - Pages 56 to 152 of the Master Portion of Agreement.

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A G R E E M E N T

**BETWEEN:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF ONTARIO**

ACOUSTICAL ASSOCIATION OF ONTARIO

**RESILIENT FLOORING CONTRACTORS
ASSOCIATION OF ONTARIO**

**CAULKING CONTRACTORS ASSOCIATION
OF ONTARIO**

**INDUSTRIAL CONTRACTORS ASSOCIATION
OF CANADA**

**INTERIOR SYSTEMS CONTRACTORS ASSOCIATION
OF ONTARIO**

(hereinafter called the
"Carpenters' Employer Bargaining Agency" EBA)

- and -

CARPENTERS' DISTRICT COUNCIL OF ONTARIO of the United Brotherhood of Carpenters and Joiners of America on behalf of the following affiliated bargaining agents:

United Brotherhood of Carpenters and Joiners of America; and the following Local Unions: 18, 27, 93, 249, 397, 494, 675, 785, 1256, 1669, 1946, 2041, 2222 and 2486, of the United Brotherhood of Carpenters and Joiners of America; and any Local Union or District Council subsequently chartered in Ontario.

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

Whereas the EBA is a designated employer bargaining agency and as such represents employers for whom the Union has bargaining rights for the purpose of entering into a Collective Agreement with the Union (the "Employers" or "Employer"); and

Whereas the Union is an employee designated bargaining agency for employees represented by Local Unions chartered by the United Brotherhood of Carpenters and Joiners of America and the said International for the purpose of entering into a collective agreement with the EBA; and

Whereas the EBA and the Union are desirous of establishing a collective bargaining agreement in order to promote uniform standards for all employees covered by the Collective Agreement and to promote an atmosphere of peace and harmony among the EBA, the Union, the Employers, Local Unions and employees and to provide for the peaceful settlement of all disputes and grievances that may arise; and

Whereas the EBA and the Union agree to work together harmoniously to promote the industry and to encourage buyers of construction to contract with employers covered by this Agreement.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 2 - FORM OF AGREEMENT

2.01 This Agreement shall consist of a Master Portion, Schedules and Trade Appendices.

2.02 The trade appendices shall be known as the

- (a) Acoustic and Drywall Appendix,
- (b) Resilient Floor Workers Appendix, and
- (c) Caulking Appendix.

Such appendices shall be deemed to be part of this Agreement.

2.03 Each trade appendix shall contain those provisions which are not common to all employers represented by the EBA and to all affiliated bargaining agents of the Carpenters' District Council of Ontario. Such provisions shall be read as an amendment to or an addition to those provisions under the same title and number as in the master portion of the Agreement. An appendix may include special provisions not found in the master portion.

ARTICLE 3 - RECOGNITION

- 3.01** The EBA recognizes the Union as the sole and exclusive bargaining agent for all journeymen and apprentice carpenters, other than millwrights, engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario for whom the Union has bargaining rights.
- 3.02** The Union recognizes the EBA as the sole and exclusive bargaining agent for all employers whose employees are represented by the Union and for whom the Union has bargaining rights who are engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario.
- 3.03** Voluntary recognition of the Union by an employer shall be confirmed by signing the voluntary recognition agreement, a copy of which is attached hereto as Schedule "C".
- 3.04** The Union agrees that, when it acquires bargaining rights for any new employer within the scope of this Agreement, the Union will notify the EBA of same and the EBA agrees to notify the Union of any new members and employers who seek to grant voluntary recognition to the Union.
- 3.05** The Union shall not permit its members to perform any work covered by this Agreement other than for a Contractor bound by this Agreement or for companies targeted for Organizing by the Union.
- 3.06** The parties further agree that the terms and provisions of those international agreements that are consummated from time to time by the United Brotherhood of Carpenters and Joiners of America shall form a part of this Agreement. The Union, on request, agrees to furnish the EBA with copies of these international agreements together with a list of the employers that are signatory thereto. Should any conflict occur between the provisions of the international agreements and this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 4 - SUBCONTRACTING

- 4.01** Subject to Article 19, any work that is the work of the Union as set out in Schedule "A" of this Agreement shall only be contracted or subcontracted to an Employer bound by this Agreement.
- 4.02** Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.
- 4.03** Construction Management - Without restricting in any way the application of the subcontracting provision contained in Article 4.01 of this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said Article 4.01 unless:

- (i) The owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains bid(s) for such work from such contractor(s) without any involvement or participation by the Employer in the selection of such contractor(s) (except as to the validity of the bid(s)) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement;
 - (ii) The owner accepts bid(s) from contractor(s) not bound to this Agreement; and
 - (iii) The owner contracts or subcontracts directly with contractor(s) not bound to this Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.
- 4.04** Any failure to comply with Article 4.03 of this Agreement shall render the employer liable for damages equivalent to those for the breach of the subcontracting provision set forth in Article 4.01.
- 4.05** The employer shall advise the owner of the provisions of Articles 4.03 and 4.04 when undertaking the construction management service contract.
- 4.06** Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this Article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to comply with the provisions of this Article determines that the employer has violated the Collective Agreement with respect to the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the Grievance including but not limited to, all reasonable legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct money, cost incurred in serving a summons, and any expenses incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration.

ARTICLE 5 - UNION SECURITY

- 5.01** (a) The employer agrees to hire and continue to employ employees covered by this Agreement who are members in good standing of the United Brotherhood of Carpenters and Joiners of America as long as the Local Union of the United Brotherhood of Carpenters and Joiners of America in the Province of Ontario can supply qualified employees in sufficient numbers who are capable of performing the work required.

- (b) Except as modified by the provision of sub-section (c) of this Article, all employees covered by this Agreement shall be hired by the employer through the offices of the Local Unions having jurisdiction over the geographical area, set out in Schedule "B", where work by the employer is to be performed. Such hiring shall be done by way of a referral slip issued by the Local Union.
 - (c) It is understood that, if the Local Union is unable to provide the required manpower within two (2) working days, the employer is free to hire such manpower as is available, but such manpower shall, as a condition of employment, either be in good standing or apply for membership in the Union within seven (7) days. It shall be the prerogative of the Union to refuse membership to such employees if they do not possess a Certificate of Qualification or Certificate of Apprenticeship in the applicable Trade, however, in the circumstances they will be issued a temporary Work Permit prior to commencing work.
 - (d) As a condition of continuing employment, all employees must maintain membership in good standing in the Union.
 - (e) If an owner, partner, director or officer of a corporation performs work on the tools, he or she must be a member of the Union and must make the appropriate payments as required in Article 6 Schedule D of the relevant portion of the Collective Agreement for each hour of work performed. Such membership in the Union shall not be unreasonably denied.
- 5.02** The employer shall, at all times, give preference of employment to members of the United Brotherhood of Carpenters and Joiners of America over the employees who are applicants for membership.
- 5.03** The employer shall at time of layoff, except as provided in Article 5.08(c) give preference of employment to members in good standing of the Local Unions having jurisdiction over the geographical area where the work is being performed.
- 5.04** No person shall be refused employment or Union membership because of his or her sex, race, colour, creed, age, or national origin. The Union and the employer agree that it is the right of every employee to work in an environment free from sexual harassment.
- 5.05** Except as provided otherwise in the trade appendices, an employer may recall former employees who had previously been on the payroll of the employer in the area of the Local Union.
- 5.06** A member, at date of recall, must be in good standing in the Union and be registered as unemployed with the Local Union in the area where the work is to be performed. Before commencing work the member must be given a referral slip.

5.07 To qualify for recall a former employee must be requested within twelve (12) months of termination. The former employee must be on the payroll of the employer for at least ten (10) working days in order to be eligible for subsequent recall within twelve (12) months of termination. If the former employee is on the payroll of the employer for a period of less than ten (10) working days he is eligible for subsequent recall within three (3) months of termination.

5.08 (a) Except as provided otherwise in the trade appendices an employer may transfer an employee from one geographical area to any job or project in any other geographic area within the Province of Ontario on the following basis:

	Out of Area	L.U.	Total
First Employee	-	1	1
Next Two Employees	2	-	3
Next Three Employees	-	3	6
Next Employee	1	-	7
Next Two Employees	-	2	9
Next Employee	1	-	10
Next Three Employees	-	3	13
Total	4	9	

(b) The first out of area employee may be a working foreman. The maximum in the above schedule may be increased by such further employees as may be agreed upon between the employer and Local Union having jurisdiction. Before commencing work the member must be given a referral slip.

(c) Layoff as between the number of out of area and local employees shall be in reverse order of above schedule.

(d) It is the responsibility of employees working in a Local other than their Home local to fill out a Reciprocal Form.

(e) If the local union is unable to supply workers pursuant to Article 5.01, the Employer may employ other members in good standing with local unions of the Carpenters' Union in the province of Ontario to perform the work.

5.09 If an Employer transfers employees under Article 5.08 he cannot recall employees for such job or project under Article 5.05.

5.10 If an employer recalls former employees under Article 5.05, he may transfer one (1) key employee from one area to a job or project in another Local Union area, provided however that the said key employee may not be transferred from one job or project to another within the area. An apprentice shall not be considered a key employee. A key employee shall report to the Local Union in the area where the work is to be performed before commencing work and must be given a referral slip.

- 5.11** All referral slips issued under the provisions of this Article must be given to the steward before commencing work.
- 5.12** Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this Article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to comply with the provisions of this Article determines that the employer has violated the Collective Agreement with respect to the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the Grievance including but not limited to, all reasonable legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct money, cost incurred in serving a summons, and any expenses incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration.

ARTICLE 6 - WAGES AND METHOD OF PAYMENT

- 6.01** (a) The wages for employees shall be those as set out in the schedules.
- (b) An employee who is transferred from one area to another shall be paid the total wage package in the area from which he was transferred or the total wage package in the area to which he was transferred whichever total package is greater.
- 6.02** Wages shall be paid by either direct deposit or on the job by cheque before the regular quitting time on or before Thursday for the payroll period ending the previous calendar week. If the employer defaults in the payment of wages as aforesaid, he may be required by the Union to pay wages by cash rather than by cheque.
- 6.03** Each employee shall receive a statement or statements "on the regular pay day" which shall indicate:
- (a) the name of the employer and the employee;
- (b) the pay period;
- (c) the total hours worked at straight time;
- (d) the total hours worked at overtime;
- (e) the hourly rate and applicable premiums;
- (f) the amount of vacation and/or statutory holiday pay;
- (g) details of all deductions; including EI, CPP and Income Tax
- (h) the amount of travelling and board allowance;
- (i) the address of the Company on the cheque stub.
- 6.04** No employee shall be laid off except during working hours on the project.
- 6.05** When an employee is laid off from a job on a scheduled regular layoff he shall receive one hour's notice with pay and he will be permitted to

leave the job immediately after the one hour's notice is given. If the employer fails to give the employee one hour's notice in advance of layoff, the employee shall be paid an additional one hour's pay at straight time rates. At the time of layoff the employee shall be paid in full and given possession of all his documents. If the employee cannot be paid and be given his documents at that time, he shall receive his pay and documents within 48 hours. The 48 hour period is exclusive of Saturdays, Sundays and Statutory Holidays. If this provision is not complied with, the provisions of 6.07 hereof shall apply.

- 6.06** When an employee is discharged or quits he shall be paid his wages and documents on the next pay day.
- 6.07** If an employee fails to receive wages and documents in accordance with the provisions of Article 6.05 or 6.06, he shall after notice be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day until the employee is in possession of such wages and documents. It is understood and agreed that all fringe benefits will be paid as per the Agreement.

A telephone call from any person acting on behalf of an employee shall constitute notice under the terms of this Article, of this Collective Agreement.

- 6.08** The wage schedules are set forth in Schedule "D" which forms part of this Agreement.
- 6.09** Except for employees covered by the trade appendices where, in any geographic area, no rate is shown in the wage schedules for any subdivision of the trade, the rate for Carpenter shall apply.
- 6.10** The rates for Divers and Divers Tenders are those set out in Article 21 of this Agreement.
- 6.11** All employees wages and benefits, including all deductions from wages and employer contributions required by this collective agreement shall be deemed to be monies held in trust in the hands of the employer.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.01** The hours of work are set forth in Schedule "D" which forms part of this Agreement.
- 7.02** For the purposes of this Article:
 - (a) 8/40 in the Standard Hours column means eight (8) hours in the day and forty (40) hours in the week normally worked at straight-time rates.
 - (b) The entry of "x" in the Overtime and Shift Premium columns indicates multiples of the straight-time rate thus, "2x" means double the straight-time rate.

- (c) Where shift premiums are based on a time differential basis, such as eight (8) hours' pay for seven (7) hours' work, they have been converted to multiples of the straight-time rate using the abbreviation "x".
- (d) The data in the "Work Breaks" column show the number of daily rest periods provided and their duration.
- (e) The "Reporting Pay" column shows the minimum amount of pay or work guaranteed an employee who reports to work on schedule but finds no work available because of inclement weather, shortage of material, or other conditions (see Article 12.01 of this Agreement).
- (f) "Holidays" in the third column under "Overtime" means those statutory holidays that are listed in Article 8.01 (a) of this Agreement.
- (g) For complete application of the data, reference must be made to the text immediately below the table for each area.

7.03 Occupied Premises

- (a) When work is being performed within occupied premises and the Employer is required to schedule the regular hours of work contrary to Article 7 of the applicable Schedule D, the Employer shall pay the regular hourly rate for the regular work day and/or week set out in the applicable Schedule D.
- (b) Overtime shall be paid as per the applicable Schedule D for all hours worked in excess of the regular work day and/or week, for all shift work and for all work performed on the sixth (6th) and seventh (7th) days.
- (c) The Employer shall notify the Union prior to the commencement of the work.

ARTICLE 8 - HOLIDAYS AND VACATIONS

8.01 Holidays

- (a) The following days shall be recognized as Statutory Holidays for the purposes of this Collective Agreement:
New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Any other Provincially proclaimed statutory holiday.
- (b) When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend. The employer shall advise the steward when employees are to work on Saturday, Sunday or holiday. Such notice shall not be used to interfere with such work.

When Canada Day falls on a Tuesday, Wednesday or Thursday. The Employer and Local Union may, by mutual agreement reschedule the holiday to a Monday or Friday.

- (c) Any work performed on a Holiday shall be paid for at double the regular hourly rate applicable.
- 8.02** (a) Employees shall be paid vacation and statutory holiday pay in the amount of ten percent (10%). That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standards Act, as amended from time to time, and the balance shall be in lieu of payment for recognized Statutory Holidays.
- (b) Employees are entitled to take a vacation at a mutually convenient time exclusive of holidays each calendar year without prejudice to their employment.

**ARTICLE 9 - HEALTH PLANS, PENSION PLANS,
VACATION PAY FUNDS, APPRENTICESHIP AND
TRAINING FUNDS AND OTHER FUNDS**

- 9.01** The parties hereto agree that all fringe benefit plans or funds may be jointly trusted by a number of trustees appointed by the Employers and a like number of trustees appointed by the Union. Excluded from the provisions of this section are:
- (i) The Local Union 18 Vacation and Statutory Holiday Pay Trust Funds and the provisions of 9.07(b), (c), (d), (e), 9.08 and 9.09 and 9.10 are not applicable in respect to such fund but are replaced by those provisions included in this Article commencing at 9.14; and
 - (ii) The Carpenters' Local 1256 Health and Welfare, Pension, Vacation Pay and Training Funds and the provisions of this section and the provisions of Article 9.07 (b), (c), (d), (e), 9.08, 9.09 and 9.10 shall not be applicable in respect to such fund(s). Local Union 1256 herewith undertakes to hold harmless and agrees to indemnify the employers and successors, administrators and assigns any and all liabilities incurred into the Local Union 1256 Health and Welfare, Pension, Vacation Pay and Training Funds and the Association from any and all liabilities incurred by the Local Union Administrators and Trustees in the administration of said Funds.
- 9.02** The parties agree that all health plans and pension plans shall provide a reciprocity provision with each plan or fund within Ontario.
- 9.03** The parties hereto agree that the health plans presently in existence as listed in the Schedules shall continue. The rate of contribution to be paid into the health plan by each employer shall be as indicated in the Schedules for each hour earned by each employee in his employ. Where employer contributions to a health plan on behalf of a member

exceed the annual amount, which may be accumulated by a member, such excess contributions may, at the direction of the trustees, be treated as pension contributions and be remitted in accordance with 9.04 hereafter.

- 9.04** The parties hereto agree that the pension plans presently in existence as listed in the Schedules shall continue. The rate of contribution to be paid into the pension plan by each employer shall be as indicated in the Schedules for each hour earned by each employee in his employ.
- 9.05** The parties agree that the Vacation Pay and Statutory Holiday Pay monies, including surplus interest through investments if funded shall be distributed and expended as stipulated in Schedule "D".
- 9.06** Existing apprenticeship and training funds and/or plans shall remain as presently constituted. Except as provided otherwise in the Wage Schedules, the rate of contribution and/or deduction to be paid into such funds by each employer and/or employee shall be as indicated in the Schedules for each hour earned by each employee. The provisions of this Article 9 shall apply regardless of the fact that existing or future apprenticeship funds or plans are or are not jointly controlled.
- 9.07** (a) Contributions and/or deductions shall be either electronically filed or forwarded by first class mail, postmarked no later than the 15th day of the month following the month in which the hours have been earned, or delivered by the 20th day of the month following the month in which the hours have been earned together with supporting information entered on a reporting form as designated by the Trustees for the geographic area where the work is being performed, except for divers, who have such remittances made to their home Local Union. At no time shall the contributions and/or deductions be paid directly to the employee.
- (b) In the event an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.07(a) the employer shall pay to the Trustees, as liquidated damages and not as penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears provided the employer has received five (5) days' prior written notice to correct such delinquency and has not done so.
- (c) With reasonable cause, the Trustees may request an employer to submit to them, within a stipulated period, a certified audited statement of contributions and/or deductions to the required benefits plans or funds for a period not to exceed twenty-four (24) months before the date the audit takes place. Such statements shall provide the information required by the Trustees. This

procedure does not prejudice any action currently being taken by Boards of Trustees.

- (d) If the employer does not submit the certified audited statement or the statement submitted does not provide the information required by the Trustees as per 9.07(c) the Trustees may appoint an independent chartered accountant to enter upon the employer's premises where the payroll records are kept during regular business hours to perform an audit of the employer's contributions and/or deductions to the required benefit plans or funds.
- (e) Where the Trustees appoint an auditor the cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the employer if the employer is found to be in deliberate violation of the Collective Agreement. In addition the Trustees may assess a penalty not to exceed \$25,000.00, if the audit discloses any deliberate violation.

- 9.08** In the event such audit reveals that the employer has failed to forward or deliver contributions and/or deductions in accordance with the provisions of this Agreement, the employer shall, within five (5) days of receipt of written notice from the Trustees, forward or deliver all outstanding contributions plus any penalties along with completed supporting contribution report forms as required by the fund or plan.
- 9.09** Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions and/or deductions in accordance with the provisions of this Agreement, the penalty provision as expressed in 9.07(b) shall apply and the affected party shall immediately institute proceedings against the delinquent employer.
- 9.10** Where the Trustees deem an employer to be a repeated delinquent in forwarding or delivering contributions and/or deductions, the employer shall post and maintain a bond, certified cheque or letter of credit in an amount to be determined by the Trustees and not to exceed the sum of fifty thousand dollars (\$50,000.00) for each trust fund and/or plan to which the employer is required to make contributions, deductions or payment, such sums to be held in trust by the Trustees for a period to be determined by the Trustees.
- 9.11** If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 9.07 unless such employer is no longer active in the area and has filed a termination report.
- 9.12** The parties hereto agree that, on mutual agreement between the Union and the EBA, a new plan or fund may be established during the life of this Agreement in accordance with the provisions provided herein. The contribution required for any such new plan shall be

deducted from the total negotiated wage package. Nothing in this Article 9 shall prohibit the merger of existing plans or funds.

- 9.13** The L.U. 494 Supplementary Unemployment Benefit Plan no longer exists.
- 9.14** (a) Contributions shall be made to the L.U. 18 Vacation and Statutory Pay Trust Fund. They shall be forwarded by first class mail postmarked no later than the fifteenth (15th) of the month following the month in which the hours have been earned or delivered by the twentieth (20th) day of the month following the month in which the hours have been earned.
- (b) In the event an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.07(a), the employer shall pay to the Trustees, as liquidated damages and not a penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum) from the date for any delinquent contributions fifteen (15) days in arrears provided the employer has received five (5) days' prior written notice to correct such delinquency and has not done so.
- (c) Local Union 18 herewith undertakes to hold harmless and agrees to indemnify the employers and successors, administrators, and assigns against any liability incurred by each or all of them by reason of their having made payment into the L.U. 18 Vacation and Statutory Holiday Pay Trust Fund pursuant to this section.
- 9.15** The Union and/or Employer Bargaining Agency, with the consent of the Trustees and on behalf of the Trustees, may enforce any part of this Article 9 that relates to the matters arising between an employer and the Trustees. Within such proceedings and again on behalf of the Trustees, the Union and/or the Employer Bargaining Agency may seek all of the remedies contemplated in this Agreement or in the Trust Agreement. Nothing herein precludes the Union and/or Employer Bargaining Agency, on behalf of the Trustees, from filing a grievance and proceeding pursuant to the Lien Act or Section 133 of the Ontario Labour Relations Act or utilizing any other section of the Act in addition to or in conjunction with the aforesaid.
- 9.16** In addition to all other remedies available to the Union, the Employer Bargaining Agency, and the Trustees in this Article or in any other portion of the Collective Agreement, should the Trustees deem an Employer to be a repeated delinquent in forwarding or delivering contributions or deductions, the Trustees may, upon written notice require the employer to deliver contributions and/or deductions on a weekly basis, commencing with the week beginning the Monday after such notice is delivered by the Trustees. Contributions and/or

deductions for each work week shall be remitted to the Trustees or appropriate administrator at the same time as wages are due to employees pursuant to Article 6 hereof.

- 9.17** In the event that a grievance alleging that an employer has failed to make the proper payments to any Trust fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:
A statement signed by a member of the Union, a business representative, a trustee or the administrator of a trust fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the employer with proper documentary evidence.
- 9.18** If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a trust fund or an administrator as required by this Agreement, determines that an employer has violated the Collective Agreement on the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness and Business Representatives, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 133 or otherwise, for the Board of Arbitration.
- 9.19** The Parties hereto agree that the Union trustees to all Boards of Trustees shall include at least one of the business representatives or business manager of the Local Union.
- 9.20** When an employer commences business or undertakes a project for the first time in the area of a Local Union, the Local Union may require an employer to post or secure a letter of credit to cover any delinquencies to Trust Funds or administrators as required by this Agreement. The maximum amount of the letter of credit shall be the amount the employer would be expected to contribute for a four month period.
- 9.21** The parties recognize that the payments to the various trust funds are part of a total wage package. For the purposes of directors' liability to employees under the Ontario Business Corporations Act and the Canada Business Corporations Act, the wages set out in this Collective Agreement are the total wage packages set out in Article 6, Schedule D of the Collective Agreement. "All Employer contributions with the exception of Employer Association Administration Funds, are

to be considered as forming part of the employees' total wage package. In the event that any of these funds cease to exist and/or are ruled taxable employee benefits by Revenue Canada in the future, such funds will revert to hourly wages and/or employee deductions.

9.22 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.

ARTICLE 10 - UNION DUES CHECKOFF, SUPPLEMENTARY DUES, UNION ADMINISTRATION FUND, ASSOCIATION ADMINISTRATION FUND

10.01 (a) Each employer agrees to deduct, on the basis of a cents-per-hour rate for each hour earned, from each employee in the bargaining unit for Union Dues Check-off, Supplementary Dues and the Union Administration Fund as listed in the Schedules. The Trustees of the benefit plans and funds referred to in Article 9 and 10 hereof shall promptly notify the parties, including the Local Union or District Council having geographic jurisdiction in the area or areas in which an employer is working, of any failure by an employer to pay the contributions required in Articles 9 and 10. Each employer agrees to deduct one cent (\$0.01) for each hour earned from each employee in the bargaining unit as an addition to the Union Administration Fund to fund the Ontario Construction Secretariat. Such deduction shall be remitted in accordance with 10.01(b).

(b) The employer shall forward or deliver such deductions with the other contributions under Article 9 together with the supporting information as required by the Trustees on the reporting forms for the geographical area where the work is being performed.

(c) Such deductions shall be immediately distributed to the Union, the District Council or the Local Union by the administrator of the funds.

(d) The Unions agree to hold harmless and indemnify the employers, the EBA and the Trustees against any liability incurred as a result of such deductions.

10.02(a) (i) Each employer bound by this Agreement shall contribute an amount per hour shown in the appendices and schedules, for

each hour earned by each employee covered by this Agreement to the Association Administration Fund.

(ii) Members of the Industrial Contractors Association will contribute an additional one cent (\$0.01) for each hour earned by each employee covered by this agreement. Members will include any required supporting information. Such contribution will be remitted direct to the Industrial Contractors Association of Canada.

(b) The employer shall forward or deliver such contribution with the other contributions under Article 9 together with the supporting information as required by the Trustees on the reporting forms.

Each employer shall contribute a further one cent (\$0.01) for each hour earned by each employee covered by this Agreement to the Association Administration Fund to fund the Ontario Construction Secretariat. Such contribution shall be remitted in accordance with 10.02(b).

(c) Such contributions shall be immediately distributed to the local trade or association by the administrator of the funds, together with a list of the employers and the amount of their contributions.

(d) The employers agree to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of such contribution.

10.03 Where no plans or funds exist as described in Article 9, the contributions and deductions together with supporting information required by this Article 10 shall be forwarded or delivered to a central administrator who shall immediately distribute such contributions and deductions to the various parties as stipulated in this Article 10.

10.04 Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions and/or deductions together with supporting information in accordance with the provisions of this Agreement, the penalty provision as expressed in Article 9.07(b) shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

10.05 TAX AND WITHOLDINGS

1) Unless otherwise indicated, all amounts payable by the Employer pursuant to this Agreement or any schedule or appendix hereto are exclusive of all:

(a) Value-added, sales, use, consumption, multi-staged, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, including all taxes eligible pursuant to Part IX of the

Excise Tax Act (Canada) and the regulations made thereunder (**:Sales Taxes**"); and

- (b) Withholding, payroll, health and education taxes, any pension plan contributions, insurance plan premiums, and all other similar taxes or governmental charges of any kind imposed in respect of the payment of remuneration to an individual ("**Payroll Taxes**").

Whereas the EBA is a designated employer bargaining agency and as such represents employers for whom the Union has bargaining rights for the purposes of entering into the Collective Agreement with the Union (**the "Employers" or Employer**"); and...

- 2) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The purpose of the Training Fund is to:
 - (i) Promote safety in the industry and to ensure the protection of the public;
 - (ii) Maintain consistent standards throughout the industry and to ensure members of the Union are provided with the skills necessary to promote the industry and encourage buyers of construction services to contract with Employers that are covered by the Agreement.

The Employers acknowledge that all contributions made to the Training Fund will be directed to the purposes outlined above to ensure all Union members receive a consistent standard of training, and that no contributions will be assigned or directed to a particular training service or the training of a particular individual or group of individuals.

The Employers and the union agree that the Union shall act as an agent of the Training Fund in receiving any contributions made by an Employer to the Training Fund, and the Union agrees, as agent of the Training Fund, to pay over any such contributions to the Training Fund.

ARTICLE 11 - COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE, LODGING

- 11.01** The travel schedules are set forth in Schedule "D" which forms part of this Agreement.

ARTICLE 12 -REPORTING ALLOWANCE

- 12.01** When an employee reports for work as usual but is unable to commence work because of: (a) circumstances beyond his control, except inclement weather or labour disputes, he shall be given two hours' pay plus any applicable travel allowance, or (b) inclement weather, he shall be given one hour's pay plus any applicable travel allowance for reporting on the job provided, however, that the

employee remains on the job during either of the aforementioned periods.

- 12.02** If the employer advises an employee that he may leave the job the employee shall be paid the hours of pay and applicable travel allowance as outlined in 12.01(a) or (b).
- 12.03** If reporting time occurs during Holidays (as defined herein, including Saturday & Sunday) or overtime hours, the applicable premium rate shall apply.
- 12.04** When instructed to wait beyond the periods set out in 12.01 (a) or (b), the employee shall be paid, in addition to the reporting allowances, the applicable hourly rate for the shift for the period of the extended wait.
- 12.05** When a member reports to a job for hiring at the request of the employer and is not hired although willing and able to do the work he shall receive two hours' pay at the applicable rate plus the applicable travel allowance and the employer shall pay the required contributions to the fringe benefit plans.

ARTICLE 13 - SHELTER AND TOOL LOCK-UP

- 13.01** A proper and adequate place of shelter sufficiently heated, lighted and ventilated in which the employees may eat their lunch, shall be provided unless other arrangements are made. Such shelter shall not be used for the storage of material, equipment and tools which will render the area unfit for the eating of lunches and the storing of clothes.
- 13.02** (a) The employer shall also provide a safe and weatherproof place with adequate shelving for employees to store their tools and clothing normally used on the project. Such place shall be kept locked at times when not in use.
(b) On buildings over two (2) storeys, the employer shall provide movable gang boxes within a reasonable distance of the work station, however, they shall be located no more than one floor up or down from the floor on which the employees are working.
- 13.03** The employer agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire, industrial mishap, or burglary, all as supported by claims promptly submitted in writing by the employee with substantiating evidence to establish the loss from the designated locked storage. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$1,200.00. The employer's liability shall not exceed \$400.00 for clothing. Employees are to be reimbursed as soon as possible.
- 13.04** Where there is contact between an employee's tools and corrosive elements such as salt, calcium or acids, the employer at his option will

supply such tools or replace the employee's tools where they have been damaged by contact with such elements.

ARTICLE 14 - BUSINESS REPRESENTATIVE AND STEWARD

- 14.01** A Business Representative of the Union shall have access to all jobs or projects during working hours after first making his presence known at the job office, if such exists, and/or to an employer's management representative on the job or project site, but in no case shall his visits interfere with progress of the job. In circumstances where the employer does not have the authority to allow access, the employer agrees to make a joint application with the Union on and at the time of request to the owner to gain such access. The Representative, when on site, shall abide by all site regulations and safety and security rules as stipulated in the appropriate safety acts and regulations.
- 14.02** (a) The employer acknowledges the right of the Union to elect or appoint stewards and the employer agrees to recognize such stewards. The Union undertakes to keep the employer informed of such appointments in writing. No discrimination shall be shown against a steward for carrying out his duty, but in no case shall his duties interfere with the general progress of the work.
- (b) The steward shall be one of the last two (2) employees on the job provided he is qualified to perform the available work. In the event the job is temporarily closed down to the extent that no employees are working, on re-opening the job, the steward shall be one of the first two (2) employees to be recalled.
- (c) A steward(s) will not be transferred to another project of the employer unless by mutual consent of the parties involved.
- (d) A steward shall not unreasonably be excluded from a crew for overtime work provided he is willing and capable of performing the available work.
- 14.03** Where camp accommodations are provided by the employer, the Business Representative of the Union shall have access to such accommodation. He may be required to pay a reasonable fee for same.

ARTICLE 15 - NO STRIKE - NO LOCKOUT

- 15.01** There shall be no strike, as defined by the Labour Relations Act, by the Union and no lockout, as defined by the Labour Relations Act, by the employer during the term of this Agreement.

ARTICLE 16 - GENERAL WORKING CONDITIONS

16.01(i) Safety:

- (a) All work shall be performed in accordance with the provisions of the Occupational Health and Safety Act of Ontario as amended from time to time.
- (b) The parties agree to co-operate in maintaining and improving safe working conditions and practices.
- (c) Each employer shall provide first aid facilities on the job as prescribed by the Workplace Safety and Insurance Act and relevant regulations thereunder. No employee shall be discriminated against for refusing to work under an unsafe condition.
- (d) The use of personal communication devices such as cellphones, tablets, smart watches, ear buds/headphones and other similar devices may be restricted by reasonable rules and policies, including reasonable health and safety policies, (which will be provided in advance to the employees) and such rules and policies may include restrictions on the taking of photos/videos where such restrictions are reasonable on a site-by-site basis.
- (e) The parties jointly acknowledge the importance of health and safety on the jobsite, which includes that all employees report to work fit to perform their duties and free of impairment from drugs and alcohol. The Employer and Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse and misuse having regard to human rights and privacy considerations and safety concerns.

16.01(ii) Health and Safety Training:

- (a) The union agrees that, upon request from a contractor bound to the terms of this agreement, that it shall dispatch from the hall, or otherwise provide to the contractor, only those members who are fully trained by the local in those aspects of Health and Safety and those aspects of training as agreed to from time to time by the local union and employers association and the LAC where required.
- (b) The local union agrees that, upon request, it shall provide, in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in (a) above.
- (c) The union agrees the Health and Safety Training programs to be delivered are WHMIS/GHS, Confined Spaces, Working at Heights, Worker Health and Safety Awareness, Construction Health and Safety Awareness Training (CHSAT) and such provincially

mandated Health and Safety Training Programs within the Industrial Commercial and Institutional sector.

- (d) Require all employees to have available at all times the TRAIN and/or Training Verification Card provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.
- (e) The local union agrees it shall provide, along with the referral, confirmation that the training has occurred and that all dispatched members have received such training as referred to in (a) above including providing the QR Code, URL link or other method of confirmation of the retraining. For existing employees, dispatched prior to this Collective Agreement coming into effect, the local union will provide such confirmations as may be requested by the Employer within 10 working days.

- 16.02** An employee, who is injured in the course of performing his duties on the job and who is unable to continue to work, shall be paid to the end of his regularly scheduled shift. The Steward or Health and Safety Representative or Business Representative shall be notified of any loss time injury to an employee.
- 16.03** An employee injured in the performance of his duties, who is medically fit to return to work, shall be reinstated to his former position where practical and where the job is not complete. No person shall have this privilege if the accident was not reported as soon as possible.
- 16.04** The employer shall provide a supply of fresh cold drinking water at all times in enclosed sanitary containers with a spout and paper cups and shall provide soap, towels and adequate sanitary toilets on the job which shall be kept clean at all times and adequately heated when necessary. Flush toilets shall be provided where practical.
- 16.05** During each one-half ($\frac{1}{2}$) shift, employees shall be permitted a ten (10) minute paid break. Employees shall be allowed a one-half ($\frac{1}{2}$) hour unpaid break for lunch, in the shelter, which is to be taken near the mid-point of the shift.
- 16.06** Every employee shall, as a condition of employment, own and wear an approved safety helmet and lining, approved protective footwear and other personal protective equipment required in the normal course of their duties. Equipment and special wearing apparel required under abnormal conditions or during inclement weather such as, but not limited to, approved fall protection, waterproof garments, safety rubber boots, coveralls and gloves, eye protectors, and welder's equipment, shall be supplied by the employer and shall be returned after use. The employer will supply non-prescription safety glasses and replace same when damaged to all employees who require them, without cost or

deposit to the employee, provided he or she returns the safety glasses on termination.

- 16.07** The tools of an employee shall be in good condition before starting time each day and shall be maintained in that condition. The employer shall supply the necessary equipment for use by an employee or outside services to keep employees' tools in good condition. If an employee is required to maintain his own tools in good condition, he shall be allowed to do so during working hours.
- 16.08** (a) No employee will be required, except as otherwise provided herein, to provide vehicles, power tools and accessories, non-durable tools such as power drill bits, taps, dies and soft hammers, steel files, hacksaw blades, chalk, equipment or mitre boxes which are necessary to perform work under this Agreement.
- (b) No employee shall rent or supply power tools or any equipment for the use of the employer.
- 16.09** Employees shall be allowed, after reasonable notice, leave of absence without pay for a reasonable period to serve jury duty and to attend Union Conventions, Welfare and Pension Conferences or for family bereavement.
- 16.10** In the event of conflict of direction or instruction, an employee shall take direction or instruction in reference to work from the sub-foreman or foreman or any other person who is a member of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE 17- APPRENTICES

- 17.01** (a) The use of apprentices shall be encouraged and their improvement will be advanced by a properly operated apprenticeship program actively administered by apprenticeship advisory committees of three (3) members from the Union and three (3) members from the EBA. The quorum for the meetings of such committees shall be three (3) members provided that, if both parties are represented, the members of each party shall have equal voting rights.
- (b) **APPRENTICESHIP TRAINING**
- The EBA and the Union recognize the importance of the apprenticeship programs which involve both in school training and on the job experience. Over the term of the apprenticeship program, apprentices shall attend all of the required in school training sessions necessary to complete their apprenticeship. With this joint commitment to the apprenticeship program in mind, the parties have agreed as follows:
- (a) in addition to working the required hours, it is understood and agreed that apprentices shall not be entitled to the

next applicable term or yearly wage rate unless and until they have completed the required in school training sessions and passed any required exams; or approved for advancement by the Local Apprenticeship Committee.

- (b) the Employer of an apprentice shall grant time off for the apprentice to attend in school training. Where an employer is given advance notice in writing, failure to grant time off for apprentices to attend in school training shall constitute a violation of the Collective Agreement.
 - (c) All apprentices must attend and complete a trade school program for the carpentry trade. Upon written notification from the Union the employer agrees to terminate the employment of any apprentice who does not attend full time courses at the said school when required or does not complete the said course upon notification from the Union. The Union agrees not to file a grievance in respect to the termination. Upon completion of the trade school program, the Employer for whom the apprentice works shall re-employ the said apprentice provided that work is available and he is capable to perform the work assigned. If no work is available and the apprentice is still unemployed, he shall be the first employee referred from the Union Hall when the employer is requesting additional manpower.
 - (d) On the first day of employment, before commencing work, the Apprentice must provide a copy of his or her Contract of Apprenticeship entered into with the **Ministry of Labour, Immigration, Training and Skills Development** to the employer.
 - (e) The Employer must provide to those Apprentices attending trade school their Record of Employment and any unpaid wages on their last day worked.
- 17.02** The EBA shall actively participate in the formation of a local apprenticeship advisory committee and appoint member delegates to attend committee meetings at all times.
- 17.03** The Union shall accept as members of the Union apprentices that are indentured to an employer or the local apprenticeship advisory committee. The apprenticeship advisory committee shall have full powers over the training, education and movement of all apprentices.
- 17.04** Any examination or entry qualifications shall be at the sole discretion of the apprenticeship committee and the method applied to any examination or entry qualification shall be the responsibility of the apprenticeship committee.

- 17.05** The number of apprentices shall be as established by the Trade Schedule under the **Building Opportunities in the Skilled Trades Act, 2021** as amended.
- 17.06** The Employer Bargaining Agency will not enter into any apprenticeship program covering work recognized as that of the Carpenters under Article 19.01.
- 17.07** (a) With the agreement of the Union, the Employer may engage individuals designated as Pre-Apprentices. These Pre-Apprentices may be issued permits to work by the Local before performing any bargaining unit work. These work permits shall be valid for a period not exceeding ninety calendar days or four hundred and fifty hours and are intended to provide the Employer with the opportunity to evaluate the aptitude and attitude of the Pre-Apprentice. To this end, the Employer agrees to use ninety calendar days evaluation to objectively examine the performance of the Pre-Apprentice, and to complete and remit any Evaluation Form provided by the Union to the Local Union or Local Apprenticeship Committee. It is understood that during the ninety calendar day period or four hundred and fifty hours, the Local Union and Employer Association will determine what employee or employer contributions are to be made for the Pre-Apprentice.
- (b) Should the Employer be satisfied with the performance of the Pre-Apprentice at any time before or at the termination of the ninety calendar day evaluation period, the Employer may direct the Pre-Apprentice to the Local to enlist as a First Year Apprentice. Should the Employer be dissatisfied with the performance of the Pre-Apprentice at any time before or termination of the ninety calendar day evaluation period, the Employer shall inform the Union of the cancellation of the work permit. The issuing of a permit shall be at the sole discretion of the Union.
- (c) At no time shall the work permit be extended beyond the ninety calendar day evaluation period.
- 17.08** The Parties agree to establish a “Provincial Training and Labour Supply Coordinating Committee” with joint and equal Employer and Union representatives to: develop standardized training across the province; promote recruitment and retention of new entries to the industry (whether as apprentices or otherwise); work with and support Local Apprenticeship Committees’ training facilities and programs; and, study and make recommendations on recruitment, apprenticeship intake, apprentice ratios and other similar issues. This committee shall meet as needed but not less than three (3) times each calendar year.

ARTICLE 18 - CAMP ACCOMMODATION

18.01 Camp accommodation for Local Unions other than Local Union 1669 shall be determined between representatives of the Union and the EBA at a pre-job conference which may include other building trades.

18.02 Local Union 1669 - Thunder Bay

When the Parties of this agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply:

Installation of the camp shall be performed by members of trade unions recognized by the Building Trades Council.

It will not be a violation of this Agreement if the members of the Union refuse to occupy camps, whether standing or mobile, if the above clause has not been adhered to. The Accepted Standard Camp conditions governing both standing and mobile will be as follows:

Camp site:

Every camp shall be so located that good natural drainage is provided against year round climatic conditions.

Occupancy:

No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all additions.

Accommodations:

The standard accommodation shall be approximately 112 square feet of floor space per room for two men. Whenever practical rooms will be occupied by one man only.

Two (2) enclosed clothes cupboards of at least six square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

One light for each bed, one light (ceiling) for each room; one wall plug for each bed.

Two beds per room with box spring mattresses at least six (6) feet in length.

One window per room; one mirror per room; one table and two chairs per room; one wastepaper basket.

Rooms to be fully enclosed with a door and lock and key.

There shall be individual room-controlled heat by valve or damper.

Clean linen once a week, blankets laundered out every three months or when deemed necessary. New man to be supplied with clean blankets and sheets.

Interiors of bedrooms painted including washrooms.

All floors in all rooms to be covered with material other than wood e.g. lino or tile.

Toilet and Washroom Facilities:

1 to 15 men	2 flush toilets
16 to 30 men	4 flush toilets
31 to 45 men	5 flush toilets
46 to 60 men	6 flush toilets
61 to 75 men	7 flush toilets
76 to 90 men	8 flush toilets

and then one (1) additional flush toilet for every additional fifteen (15) men thereafter.

There shall be sufficient urinals, one shower for every ten (10) men; one wash basin for every five (5) men; to be of the porcelain type (as in household bathroom), one mirror to each basin.

One laundry room washing machine, dual wash tub for every twenty-five (25) men, one separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters.) One dryer to be located in the Laundry Room.

Recreation:

Recreation rooms shall be supplied. Soft drinks shall be available. Free coffee will be supplied from 8:00 p.m. to 10:00 p.m.

Outside walls of the above to be completely closed in the cold weather. Sidewalk to be provided between the living quarters and from living quarters to dining rooms and recreation rooms.

The above to be standards for Stationary or Permanent type camps. In the initial construction of the above, the camp construction workers in the areas where there are no hotel accommodations shall construct such housing as is necessary for them (this is not to be a tent).

When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters and their original buildings shall be disposed of or not used for lodging from that time on.

Mobile Camps:

In the matter of mobile camps, such mobile camps are acceptable providing the standards of accommodation equals that which are outlined as below:

Only trailers that are built, conveyed to the camp site, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils will be acceptable.

When trailers are used, they must be spaced not less than seven feet apart and be staggered so that when doors are opened, the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) men by propane heat or the equivalent of not less than 20,000 B.T.U.

Catering:

Cafeteria style of serving meals will be acceptable, providing dishes are carried by the Culinary Staff. The food shall be of good quality and have the approval of the Camp Committee (said committee shall be comprised of members from the United Brotherhood of Carpenters and Joiners of America and the Local Building Trades Council. In the event that no Building Trades Council is in existence, then the committee shall be comprised of members from the United Brotherhood of Carpenters and Joiners of America and any other building trade union as may be occupying the camps).

There shall be sufficient housekeeping staff supplied by the Culinary Workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times and further all grievances shall be dealt with by said Committee.

ARTICLE 19 - WORK JURISDICTION

- 19.01** Schedule "A" to this Collective Agreement constitutes a list of work that is claimed by the Union and covered by this Agreement.
- 19.02** Work covered by the local area work practice agreements which were in effect prior to **May 1, 2022**, and as they may be modified from time to time thereafter, remain in effect and continue to form part of this Agreement. Such work shall be assigned exclusively to members of the Union and such assignments shall be acknowledged and supported by the EBA in all proceedings.
- 19.03** Disputes with any other Union concerning the assignment of work in Schedule "A" which cannot be settled, may be processed as a complaint under section 99 of the *Ontario Labour Relations Act*. In the meantime, work will continue as assigned to the Carpenters' by the Employer, unless otherwise directed by the Ontario Labour Relations Board.
- 19.04** Where by the OLRB has found that work that should have been assigned to employees represented by the union in accordance with Article 4.01 and Article 19 was assigned to others, the employer agrees that it will be bound to the OLRB processes in relation to damages.

- 19.05** (a) At the request of either the local union or the employer association, the local parties shall meet to attempt to amend their Local Area Work Practice Agreement (“LAWPA”). In the event of agreement, the LAWPA will be revised and signed off upon by the local parties and will thereafter be the current LAWPA for that local area.
- (b) Should the local parties be unable to agree, either the employee bargaining agency or the employer bargaining agency (“EBAs”) may request that a six (6) person panel, composed of three (3) union appointees and three (3) employer appointees, be established to review and attempt to agree upon amendments to the relevant LAWPA. The EBAs shall appoint their respective panel members within ten (10) calendar days of the request and the panel shall thereafter meet in the relevant local area and render a decision within thirty (30) calendar days of the appointment of its members (unless otherwise agreed by the EBAs).
- (c) In the event of agreement by the panel, the LAWPA will be revised and signed off upon by the parties and will thereafter be the current LAWPA for the relevant local area.
- (d) Should the panel be unable to agree, then either party may refer the proposed amendment(s) to arbitration.
- (e) Arbitration Protocol – the arbitrator shall be agreed to by the EBAs from the list of arbitrators under this Protocol. Such list to be agreed to by the EBAs.
- (f) The selected arbitrator will have the necessary jurisdiction to amend any LAWPA with respect to the proposed amendments placed before him or her (or not as the case may be).
- (g) An arbitrator under this Protocol shall hold a hearing within thirty (30) calendar days of accepting the appointment (unless otherwise agreed to by the EBAs). The arbitrator shall have all of the powers of an arbitrator under section 48(12) of the *Labour Relations Act, 1995*. Each EBA shall be responsible for 50% of the arbitrators’ costs.
- (h) In making his or her determination the selected arbitrator may consider such factors as he or she considers relevant but shall consider the following factors: the nature of the work, the presence and practice of signatory employers in the area, and the skill and training of the local union membership. In the event of a decision of the arbitrator approving an amendment, the LAWPA will be signed off by the parties and will thereafter be the current LAWPA for the relevant local area.
- (i) Whether an LAWPA is amended by way of local area agreement, an agreement of the EBAs panel or by arbitration, the employers shall immediately implement the amendments to the LAWPA.

ARTICLE 20 - PRE-JOB MEETING

20.01 A pre-job meeting regarding work covered by this Agreement may be called at the option of either party in writing on all projects and the parties agree to meet within fourteen (14) days of notice.

ARTICLE 21 - DIVERS AND DIVERS' TENDERS

- 21.01** (a) The employer agrees to hire and employ divers and divers' tenders in accordance with the terms and conditions of this Collective Agreement when they are available.
- (b) The Union agrees to supply divers who are qualified to work under all conditions peculiar to the area such as: diving through the ice, cold water, strong currents, murky water etc.; where visibility is zero and the diver must train himself to meet these conditions, plus be able to use the various tools necessary to properly do the work involved.
- (c) Work covered by this Agreement shall be submarine diving such as all new construction, re-construction, repairing, inspecting, removing, and recovering of all objects on or below the water surface where divers are needed.
- (d) Personal diving equipment supplied by the diver must meet all requirements, for diving equipment, as specified in the CSA standard Z275.2. The equipment shall be suitable for him to descend comfortably to the maximum working depth required. When regulation requires or when the diver is using surface supplied diving equipment all equipment required will meet the requirements of CSA standard Z275.2.
- (e) The employer shall supply to the diver all other tools and equipment relevant to diver's work; including scuba tanks surface supplied diving masks and helmets and buoyancy compensator if required, and shall also be supplied with a competent tender, as per CSA standard Z275.2, such equipment shall be in good condition at the commencement of employment. In a one day emergency situation, the diver will supply the necessary diving equipment.
- (f) In a period of a regular working day, Monday to Friday, divers shall receive divers' rates for time spent out of water that is needed to safeguard diver's health.
- (g) Any loss or damage done to the diver's personal equipment in the performance of his work, except for normal wear and tear, shall be repaired or replaced by the employer.
- (h) When the temperature is below 40 degrees Fahrenheit, or 5 degrees Celsius, the diver will make his dives, where such

conditions warrant it, with greater periods of rest in between, for the purpose of health and safety.

- (i) Reasonable amount of time shall be allowed the diver to dress and undress.
- (j) The diver when required shall provide the employer with proof that he has been examined by a duly licensed physician and found to be physically fit to perform underwater work. Qualified tenders who have six (6) months or more experience and meet the requirements of CSA standard Z275.4 can be used as divers at the divers' rate of pay.
- (k) The minimum divers' rate of pay shall be as per the divers Schedule 'D' as attached to this Article.
- (l) The maximum time a diver is required to work in different depths of water shall be the optimum time as listed in the latest DCIEM or Canadian Forces Diving tables until government regulations changing this are implemented, at which time the new regulations will apply.
- (m) A suitable enclosure heated when necessary, shall be provided for the diver to change in. When the water temperature is 40 degrees Fahrenheit or 5 degrees Celsius or less, this change room shall be located on or as near as possible to the point where the dives are being made.
- (n) The diving tenders' rate shall be the Journeyman Carpenters' rate. Overtime for diving tenders shall be two (2) times the Journeyman Carpenters' regular rate. Overtime for divers and tenders shall apply after eight (8) hours per day Monday through Friday and on holidays, weekends, etc. as defined in this Agreement.
- (o) Tenders' work shall consist of tending the diver as ordered by the diver. A tender shall receive additional assistance when required so as not to leave the diver unattended.
- (p) The tenders shall work the same hours as the divers while tending and shall take directions from the diver and no one else until released from tending duties by the diver, when he is no longer submerged.
- (q) If a Carpenter, regularly employed by the employer at the project is selected by the diver as a tender, he shall return to work under his regular foreman after his duties as tender are completed.
- (r) All tenders shall be qualified as such and have proof of competency to CSA standard Z275.2.
- (s) Divers in addition to their regular rate of pay shall receive a daily depth allowance as follows:

110' or over or 33.528 m or over	\$0.50 per foot from the surface.
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- (t) Divers and tenders shall have complete Provincial mobility. A diver and tender shall register by telephone with the Local Union or District Council having jurisdiction over the area where the work is to be performed. All Benefits and remittances will be remitted to the workers home local.
- (u) The employer will supply suitable room and board in accordance with the travel schedules in this Agreement, to the diver when he is working outside the jurisdiction of his home Local Union.

Divers - Article 6 - Schedule D

EFFECTIVE DATE	HOURLY RATE	VACATION 4% HOLIDAY PAY 6%	HEALTH & WELFARE	PENSION	TOTAL
May 30/22	\$41.07	\$4.11	\$2.85	\$7.23	\$55.26
May 1/23	\$42.79	\$4.28	\$2.96	\$7.23	\$57.26
May 6/24	\$44.51	\$4.45	\$3.07	\$7.23	\$59.26

All Employer Contributions and Employee Deductions as per the Local Union Schedules for the area the project is in.

APPRENTICES (TRAINEES)	May 30/22	May 1/23	May 6/24
1 st Term – (1 to 80 wet days)	\$28.75	\$29.95	\$31.16
2 ND Term – (81 to 160 wet days)	\$32.86	\$34.23	\$35.61
3 RD Term – (161 to 250 wet days)	\$36.96	\$38.51	\$40.06

ARTICLE 7 – SCHEDULE D

STANDARD HOURS	OVERTIME		SHIFT PREMIUM	WORK BREAKS
	AFTER DAILY HOURS	SATURDAYS & SUNDAYS		
8/40	2X	2X	2 nd & 3 rd 1¼	2X 10 MIN

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01** Where a difference arises between the parties hereto, or between any of the parties hereto and any person upon whom this Agreement is binding, relative to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitratable, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted under the following provisions.
- 22.02** No adjustment of a complaint or settlement of a grievance shall be made that is inconsistent with the terms and provisions of this Agreement.
- 22.03** No Employer, Employee, Association or Union shall make any private arrangement that may conflict with the terms and provisions of this Agreement.
- 22.04** A time limit of sixty (60) calendar days from the actual knowledge of the grievance by the Business Representative shall apply to the filing

of a grievance with respect to wage claims, contributions for welfare, pension or supplementary unemployment benefit plans, vacation and statutory holiday pay, deductions for union dues check-off or union dues supplement, contributions or deductions, whichever the case may be, for Union and Employer administration funds, and for apprenticeship and training plans or funds.

- 22.05** All time limits mentioned in the Grievance Procedure may be extended by mutual agreement in writing. In determining time limits, other than the time limits for the filing of grievances, Saturday, Sunday and Statutory Holidays shall be excluded. Where no answer is given within the time limits, the aggrieved party may proceed to the next step in the procedure.
- 22.06** It is understood and agreed that an employee has no grievance until an opportunity has been given to adjust a complaint. The employee may discuss the matter, with or without the Steward or Business Representative, with his foreman or other supervisory personnel. Failing settlement of a complaint within two (2) days, a grievance may be proceeded at Step One. (See 22.13).
- 22.07** No grievance, except those grievances referred to in 22.04, shall be entertained by either party unless filed by the aggrieved party within ninety (90) calendar days of the circumstances giving rise to its occurrence.
- 22.08** All grievances shall be in writing and set down all details related to the grievance, including name and location of the project and the Article or Articles of this Agreement alleged to have been violated and the nature of the remedy sought. Where the grievance relates to the performance of work claimed by Carpenters and not performed by Carpenters, the grievance shall state the affiliation, if any, of the workers performing the work and the name of their employer if different than the respondent employer.
- 22.09** A "Group Grievance" shall be processed as a single grievance on behalf of a group of employees who have the same complaint. Such grievance shall be signed by the Steward or Business Representative and shall be dealt with commencing at Step One. The employees are not required to sign a Group Grievance but they shall be listed on the grievance form.
- 22.10** A "Policy Grievance" shall relate to the interpretation, application or administration of this Agreement and shall be filed within ninety (90) calendar days of the circumstances giving rise to its occurrence. Policy Grievances shall be signed by an authorized representative of any aggrieved party to this Agreement.

- 22.11** A Policy Grievance flowing from the master portion section of this Agreement which involves more than one Geographic Area shall be processed at Step Three.
- 22.12** A Policy Grievance flowing from any trade appendix, or, from the master portion of this Agreement which is confined to one Geographic Area, shall be processed at Step Two.
- 22.13 Step One**
The grievance shall be discussed between the Steward or Business Representative and the official of the employer named by the employer to handle grievances at this Step. If a satisfactory settlement is not reached within two (2) days from the date it is filed, the grievance may be processed at Step Two at any time within five (5) days thereafter.
- 22.14 Step Two**
The grievance shall be filed with the Business Representative and with a representative of the applicable local or trade employers' association. If a satisfactory settlement is not reached within five (5) days of the date it is filed, the grievance may be processed to final and binding determination under Article 23 at any time within thirty-five (35) days thereafter.
Where no applicable local or trade employers' association exists or where such association refuses to receive the grievance, the grievance may be processed to final and binding determination without regard to the five (5) day time limit.
- 22.15 Step Three**
In this Step, a grievance shall be filed with representatives of the parties to this Agreement so designated for this purpose. A provincial joint committee shall meet to resolve the grievance. If a satisfactory settlement is not reached within ten (10) days of the date it is filed, the grievance may be processed to final and binding determination under Article 23 at any time within thirty-five (35) days thereafter.
- 22.16** In order for a settlement of a grievance to be used by any party as a precedent in future cases, it must be filed with the provincial joint committee for the committee's unanimous concurrence. In the event of failure to obtain such unanimous concurrence, a settlement shall be treated as being only applicable to the facts in question.
- 22.17** Monetary settlements of a grievance involving employee(s) shall be forwarded to the Local Union for distribution to the grievor(s).

ARTICLE 23 - ARBITRATION

- 23.01** A party proceeding to final and binding determination shall have the option of selecting either a private board of arbitration or the Ontario Labour Relations Board under the provision of Section 133 of the Ontario Labour Relations Act, as amended from time to time. In any

such procedure, the EBA and the CDC shall have the same rights as the parties to the grievance.

- 23.02** The aggrieved party shall send written notice to the EBA and the CDC of its intent to proceed to final and binding determination. It shall file a copy of the grievance form and the notice shall indicate the arbitration tribunal that has been selected. The aggrieved party shall continue to send such further written information that will advise the date(s) of the tribunal hearing, the name of counsel or representative engaged to present the case and, in the case of a private arbitration board, it shall provide the name of the chairman and members of the Board. In the event of failure to provide the EBA and the CDC with the required notice, the tribunal chairman shall adjourn the hearing forthwith and the EBA and the CDC shall be notified of the date of the continuance.
- 23.03** Except where otherwise provided in the Ontario Labour Relations Act with respect to the reference of a grievance under Section 133, the following provisions of this Article shall apply to a private arbitration tribunal.
- 23.04** A board of arbitration shall be composed of one person appointed by the employer, one person appointed by the union and a third person to act as chairman chosen by the other two (2) members of the Board.
- 23.05** If the two members fail to agree upon a chairman, either of the two nominees shall notify the parties responsible for their appointment of said failure, and the parties, jointly or severally, shall apply to the Minister of Labour for Ontario for the appointment of a chairman.
- 23.06** The decision of a majority shall be the decision of an arbitration board, but if there is no majority, the decision of the chairman shall govern.
- 23.07** An arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall it give any decision inconsistent with the terms and provisions of this Agreement.
- 23.08** In determining any grievance arising out of discharge or other discipline, the arbitration board may dispose of the claim by affirming the employer's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified.
- 23.09** In arbitration proceedings, each party shall pay the fees and expenses of its board member, whether appointed by the party or otherwise, and the fees and expenses of the chairman shall be shared equally by the parties.
- 23.10** Monetary settlements or awards involving employee(s) shall be forwarded to the Local Union or District Council for distribution to the grievor(s).

ARTICLE 24 - JOINT LABOUR-MANAGEMENT COMMITTEE AND JOINT BOARD

- 24.01** The parties to this Agreement hereby agree to establish a Joint Labour Management Committee with equal representation. This Committee shall hold regular or special meetings as circumstances warrant, but, in any event, it shall meet at least once every three months. The Committee shall have the power to clarify matters arising out of this Agreement and to consider matters proposed by either party for the improvement of labour-management relations.
- 24.02** The parties to this Agreement further agree to establish a Joint Board. It is agreed that this Board will be established within objectives and terms as agreed to by the parties.
- 24.03** The Joint Labour Management Committee agrees to ensure that Article 17 is enforced and supported.
- 24.04** The Joint Labour Management Committee agrees to support all training and upgrading programs and courses.
- The Employers Bargaining Agency agrees to support the recommendations of the Provincial Advisory Committee in respect of compulsory certification of the carpentry trade.

ARTICLE 25 - MANAGEMENT RIGHTS

- 25.01** 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.
- 25.02** It is agreed that the rights mentioned in Section 25.01 shall not be exercised in a manner contrary to the provisions of this Agreement.

ARTICLE 26 - INTERNATIONAL LIABILITY

- 26.01** It is further agreed and understood that no liability shall attach to the United Brotherhood of Carpenters and Joiners of America by reason of any unauthorized act of any employee of any employer or of any Local Union and/or the Carpenters' District Council of Ontario, or official thereof.

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDING

28.01 The terms and conditions of this Collective Agreement may be changed or amended by written agreement between the EBA and the CDC. It is understood and agreed by both parties to take reasonable steps to ensure the survival and growth of our market share. In the event that a local union or employer association unreasonably declines to participate in market recovery or retention, then the matter will be referred to the Carpenters' District Council of Ontario and Employer Bargaining Agency.

28.02 Any changes or amendments agreed to by local employer associations or trade associations and local unions shall not be effective unless and until such change or amendment has the written agreement of both the CDC and the EBA. Any change or amendment shall only be effective in the geographic area involved.

It is the sole responsibility of an employer to ascertain whether or not an amending agreement (targeting) is in place for any particular project or geographic area.

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

Where the Local Union and the Local Employers Association and/or Local Trade Association agree on a procedure to amend the terms of the Local Schedule and/or Trade Appendix, as it applies to their local area, then that procedure shall be ratified by the Employer and Employee Bargaining Agencies and Articles 28.01 and 28.02 hereunder shall not be applicable to requests for amendment(s) to the Local Schedule and/or Trade Appendix applicable to their local area.

Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Carpenters' Joint Conference Board ("the CJCB") by either party in accordance with Article 28.04 hereunder.

28.04 Where no agreement is reached between the parties in accordance with Article 28.03, either party may refer the matter to the CJCB. The CJCB shall be made up of six (6) representatives, or such lesser number as agreed to by the parties, with an equal number appointed by the Employee Bargaining Agency and by the Employer Bargaining Agency. Appointments to the CJCB shall be made with regard to the matter in dispute and will not include representatives of the Local Union, the Local Employer Association or the Local Trade Association directly affected by the dispute.

The CJCB shall meet with the parties and attempt to resolve the matter(s) in dispute. The CJCB will have no power to make final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the CJCB to make a final and binding determination. Where the CJCB is authorized to make final and binding determination, the CJCB shall render such a decision based only on unanimous agreement of all representatives of the CJCB or in the absence of a recorded dissent by a representative of the CJCB. Where the matter(s) in dispute is not resolved within seven (7) calendar days, it may be referred in accordance with Article 28.05 hereunder.

28.05 The Local Employer Association and/or Local Trade Association and Employer Bargaining Agency may refer any matter not resolved under the terms of Articles 28.03 or 28.04 to final and binding determinations by an Arbitrator selected from a list of persons to be agreed to by the parties, who is available to deal with the dispute within the time limits set out herein.

(i) The Local Employer Association, Local Trade Association or the Employer Bargaining Agency may propose amendments, which would apply to any of the following:

- (a) The kind of work performed, which could be all work performed in the Industrial, Commercial and Institutional sector or a specified kind of that work.
- (b) The market in which it is performed, which could be work performed for all of the Industrial, Commercial and Institutional sector or a specified market in it.
- (c) The location of the work, which could be work performed in all of the affiliated bargaining agent's geographic jurisdiction or a specified portion of it.
- (d) Amendments with respect to a specific job or project.

(ii) The Application may seek only amendments that concern the following matters:

- (a) Wages, including overtime and shift differentials.
- (b) Accommodation and travel allowances.
- (c) Hours of work and work schedules.

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

28.06 The person selected to arbitrate any matter pursuant to Article 28.07 below shall, at the request of either party, meet with the parties and may attempt to mediate the matters in dispute, but in no case shall the time periods in Article 28.07 be exceeded.

28.07 The Local Employer Association and/or Local Trade Association and the Employer Bargaining Agency shall submit its final position with regard to amendments to the Collective Agreement, to the Arbitrator, with a copy to the Local Union or District Council and the Employee Bargaining Agency at the same as its referral to the arbitrator. The Local or District Council shall submit its final Proposal for Amendment (if any) to the Collective Agreement to the Arbitrator, and to the applying party within ten (10) days of the referral. The Arbitrator shall, at his or her sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage with respect to the matters referred to in Article 28.05(i) hereof, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Local Employer Association and/or Local Trade Association and Employer Bargaining Agency and shall amend the Collective Agreement as proposed. The Arbitrator shall not provide reasons for his or her selection.

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

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

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

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

ARTICLE 29 - PAY EQUITY

29.01 The parties agree that as of January 1, 1990, there are no female dominated job classes within the bargaining unit, and, therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

ARTICLE 30 - GENDER

30.01 Wherever in the wording of this Collective Agreement and all Schedules and Appendices attached thereto, the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE 31 - DURATION, CHANGES AND RENEWAL

31.01 This Agreement shall become effective on the 1st day of May 2022, and shall continue to remain in effect until the 30th day of April, 2025, and shall be renewed triennially thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within the period of one hundred and twenty (120) days before the 30th day of April, 2025, or in a like period in any triennial year thereafter.

IN WITNESS WHEREOF the parties through their duly authorized officers have executed this Agreement, this 1st, day of May, 2022.

For:
**CARPENTERS' EMPLOYER
BARGAINING AGENCY**

For:
**CARPENTERS' DISTRICT
COUNCIL OF ONTARIO
UNITED BROTHERHOOD OF
AMERICA**

Jim Vlahos, Chairman

Mike Yorke, President
Carpenters' District Council of Ontario

Tony Fanelli, Secretary

Tony Iannuzzi, Secretary-Treasurer
Carpenters' District Council of Ontario

Paul Gunning
Acoustical Association of Ontario

Ron Johnson
Interior Systems Contractors
Association of Canada

Dave Rams
Caulking Contractors Association of
Ontario

Jason Campbell
Industrial Contractors Association of
Canada

John Duguid
Resilient Flooring Contractors
Association of Ontario

SCHEDULE "A"

1. Heavy engineering, highway and bridge work; industrial, commercial and institutional work; building work on pipeline construction, sewers and watermains.
2. Laying out lines, measurements, grades and stakes; driving and levelling stakes, building and setting out all batter boards and locating lines on same as it pertains to the trade.
3. Driving and levelling all stakes; building all batter boards and locating lines on same.
4. The operation and use of layout instruments as it pertains to the trade including but not limited to auto levels and lasers.
5. The construction, erecting, and dismantling of all temporary buildings, shacks, tool cribs; hoarding and guard rails; all levelling, cribbing, blocking and skirting of portable buildings and trailers, and dismantling of same.
6. The erection of all safety barriers.
7. The fabrication of all ladders, saw horses and work-benches.
8. Framing and erecting of wood buildings including prefabrication on site.
9. When material is stock-piled in the working area, it shall then be handled by carpenters.
10. The layout, cutting, preparing, prefabrication, installation and repairing of any and all light and heavy gauge steel framing components and buildings. Including but not limited to sills, joists, subfloors, bridging, blocking, strapping, plates and studs, lintels, rafters, trusses, ripples, fascia and ridge excluding Red Iron.
11. Pile driving work, including the handling, driving, bracing, plumbing, cutting off and capping of piling, sheet piling, and tie backs whether of wood, metal or concrete, regardless of size or shape, the pulling, extracting or salvaging of such piling; and the cutting and placing of lagging.
12. The placing of all whaling, spring and fender lines and guard rails of wood or metal; the framing, boring, drilling or burning of holes.
13. The heading and splicing of wood piling, and making of wood sheet piling; the welding, cutting or burning of metal piling; the loading, unloading, framing, erecting, dismantling and handling of drivers, derricks, cranes and other pile driving equipment.
14. Carpentry work on wharves, docks, seawalls and breakwaters.
15. Underwater work on bulkheads, wharves, docks, caissons, bridges, viaducts and trestles, as well as salvage and reclamation work where divers are employed.
16. Diver tendering.
17. Core drilling related to underwater work.
18. Pipelines for waterworks and power plants requiring diving.

19. The installation and maintenance of soil stabilization systems.
20. Carpentry work in relation to rip rap.
21. The milling, fashioning, joining, assembling, erecting, fastening, or dismantling of materials of wood, plastic, metal, fibre, cork and composition, and other substitute materials; the on-site production of components composed of wood and substitute materials either by the operation of machinery or hand tools; the on-site production of concrete components made by precasting, poststressing or by prestressing.
22. The building, erecting and setting of supports, falsework, and forms to receive concrete whether of wood, metal (not including Q deck or similar metal deck), plastic, fibreglass or any other material; the building and setting of all centres and bulkheads; the fitting and setting of all accessories and hardware required in any form including steel jacks, wedges and clamps and the burning and welding of same; the removal and dismantling of forms, falsework and accessories.
23. The fastening on of all wooden, plastic or composition cleats to iron work or other materials; the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods.
24. The installation of any miscellaneous imbedded metal including any welding of same in concrete.
25. The setting, joining, welding and installation of waterstops, weather bars and expansion joints where it applies to concrete work.
26. All forming associated with cast in place fireproofing of beams and columns.
27. The installation of screeds for concrete floors except for metal decks.
28. The on-site fabrication of snap ties and tie rods.
29. The installation of precast trench systems and pre-engineered surface drainage systems imbedded in concrete such as Polydrain, within the building.
30. The building of manholes and catch basins and stripping of same inside the building.
31. The layout, levelling, assembly, bracing and aligning of all insulated concrete forms and any and all associated hardware and/or accessories.
32. The laying out and installing of all inserts, bulkheads, bucks and blockouts in insulated concrete forms.
33. Where power rigging is used for the handling, setting, or dismantling of forms or any other material erected by carpenters, handling and signalling will be done by the carpenters: the on-site fabrication, handling, setting of all templates and inserts, including anchor bolts necessary for structural members or machinery and the placing and levelling of same whether rigged by hand or power; the erection, operation and alignment of all slip forms, whether hydraulic or manually operated.

34. Weatherproofing, environmental protection and enclosures including installation of poly, tarps and "Rino Wrap" as it relates to Carpenters work. Erection of all dust protection barriers.
35. All welding and acetylene burning in connection with work covered in the carpenter's jurisdiction except for speciality trades.
36. The erection of porcelain metal panels and metal siding.
37. The installation of all pre-built, either on-site, or off-site, light weight exterior component systems, such as but not limited to, EIFS System including all the metal framing, gypsum board, the insulation, and all attachment including all welding related to this work.
38. The installation of lead baffles or lead liners to walls, aluminum framing, plastic moldings and any other work incidental to same.
39. Carpentry work in connection with weather protection.
40. The building, erecting ready for use of scaffolding and the dismantling of same.
41. The setting of door frames and hanging of doors of metal, wood and any other composition, including man doors, overhead doors, dock levellers, seals and shelters, sliding doors, rolling curtain doors and grills, sliding and bi-parting doors, multi-blade doors, strip doors and rapid acting doors, metal clad doors as well as all on site hoisting and handling of such materials, and installing hardware by any means; the setting of window frames and hanging of sash, inside and outside blinds, windows and other frames.
42. The erection and installation of all metal studs or similar materials including all types of gypsum wallboard or panel installations by whatever means of fastening regardless of finish.
43. Lath work and related items, including gypsum lath, metal lath, and metal corner beads.
44. Installation of ceiling heat panels.
45. Rigging into place and setting and aligning of laminated beams, posts, trusses or arches and composition panels, both interior or exterior, and modular or prefabricated structures; the handling and erection of metal buildings.
46. The on-site assembly and erection of all wood, metal, plastic and composition partitions, including any welding of a plastic material, perimeter and curtain walls, whether built in place or prefabricated; the erection and installation or application of all shingles, shakes, siding, (horizontal, vertical, panels), wallboard or sheets composed of wood, pulp, plastic, plaster, asbestos or composition materials or any other material including combined or faced with metal or vinyl by whatever means of fastening.
47. The setting and installation of all wood and vinyl windows and frames including all necessary hardware.

48. Installation of aluminium doors and frames in prefabricated demountable partition systems.
49. All acoustical and decorative ceiling systems and related work in their entirety, regardless of material content, commonly known as Direct Hung Suspension System, Attached Concealed System without Backing Board, Furring Bar Attached System, Furring Bar Suspension System, Indirect Hung System and any ceiling system that may evolve in the future; all backing board used in conjunction with ceiling systems.
50. Welding of studs or other fastenings to receive materials being applied by carpenters.
51. Application of fabric acoustic systems of any kind.
52. The erection, on-site fabrication and assembly and installation of store fixtures; the laying of all canvas roofs and decks; the application of all insulation for thermal weather-proofing or sound-proofing purposes applied by any means; the welding on of all work herein mentioned; the setting, plumbing and bracing of sash made of wood, steel, aluminium, or plastic; the installation of trim made of metal, wood or composition material; rubber bumpers at holding docks or any materials referred to as trim shall be installed by carpenters.
53. The preparation of sub surfaces, the preparation and layment of resilient surfaces, the laying of plywood as underlayment, the fitting of all devices - metal or otherwise - and the drilling of holes, to receive the complete installation of resilient floor covering or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, carpet, carpet tile, natural or synthetic latex, magnesite in liquid compound - in molded molten form - on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds - of metal, natural or synthetic fabric, synthetic turf or other synthetic materials.
54. The laying, sanding, finishing and sealing of hardwood floors including the laying of sleepers, sub floors, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring.
55. The installation of laboratory, institutional fixtures, and equipment, also cabinets, and work-benches, bookcases and cabinets, either separately or in connection with heating or air conditioning units; the installation of blackboards, bulletin boards, billboards, meter boards and backboards of all types.
56. The installation of freezer or cold storage rooms, and facilities including walk in coolers and freezer rooms.
57. The assembling, laying-out, handling, and setting of all seating in theatres, halls, churches, schools, banks, stadiums and open air theatres and other buildings or structures.
58. The handling and installation of all mill and cabinet work.

59. The installation of access and computer flooring and components.
60. Fabrication and setting of screeds for concrete and mastic floors.
61. Installation of runways and stages.
62. Cutting and framing of openings.
63. Backing for fixtures.
64. Grounds for furring and strapping.
65. Installation of wood and metal shelving racks and louvres.
66. Installation of wood and metal cabinets.
67. Installation of drapery fixtures and hardware.
68. Installation of sink tops and cabinets.
69. Corion Counter Tops
70. Installation of washroom accessories and toilet partitions.
71. Installation of Lockers.
72. The installation of arena and skating rink boards and glass and any associated work including cutting of backing supports.
73. The cutting, shaping and installation of plexi-glass and like materials in wood framing.
74. Carpentry work in connection with bowling alleys and squash courts.
75. The on-site building and installation of wooden staircases.
76. The installation of gym and arena rubber, cushion or speciality floors.
77. The installation of all types of insulation as related to carpentry work.
78. The cutting and installation of plastic composite grating.
79. The installation of fibreglass reinforced plastic laminated-to-wood wall coverings.
80. The laminating, cutting, gluing and installation of all plastic laminates such as Formica and Arborite.
81. The application and/or installing of all insulation for weatherproofing or soundproofing applied by any means, when enclosed in steel or wood framed walls.
82. The installation of all slot machine base cabinets, carousels and slot machines, and gaming tables.
83. The installation of all fabric wrapped acoustical wall panels.
84. The erection, dismantling and revamping of cooling water towers made of wood, metal, plastic, fibreglass or composition material. Including the unloading of trucks, stock piling and distribution of all materials and clean up of same.
85. Cutting, laying and fastening of wood deck protection on roofs.
86. Weather-stripping, caulking and sealing and work in connection therewith.
87. Fireproofing beams and columns.
88. Handling of lumber and drywall.
89. Handling of store fixtures.
90. Carpenters work in relation to the building and erecting of clean rooms.
91. Carpentry work related to the installation of vapour barrier.

92. The installation of wood roof blocking.
93. The tending of carpenters.
94. The daily clean up associated with carpentry work.
95. The operation of forklifts for speciality contractors.
96. All carpentry work associated with mass timber and/or CLT systems, including all connectors, braces and fasteners.

In the event that an employer wishes to “assert/claim that certain listed work is not performed by the Union in a particular area of the province” in response to a claim/grievance from the Union then the Employer shall advise the Union of such in writing.

Having received notice from the Employer as contemplated in paragraph 1 above, the Union agrees that it will not file a grievance, and if a grievance has already been filed that it will not proceed to arbitration with such a grievance, without first providing to the Employer particulars establishing that it has in fact performed the relevant listed work in the relevant area of the province.

It is further agreed that, if the Employer, having been provided with particulars contemplated in paragraph 2 above, continues to assert/claim that the relevant listed work is not performed by the Union in the relevant area of the province, the Union will proceed first in calling the evidence on which it wishes to rely concerning the performance of such work in such an area of the province at any subsequent arbitration hearing.

SCHEDULE "B"
GEOGRAPHIC AREAS
OF LOCAL UNIONS AND DISTRICT COUNCILS

For the purpose of this Schedule "B" the reference for the following area description is to:

- (a) Map #21A issued by Department of Lands and Forests dated 1957.
- (b) Map #28 issued by Department of Lands and Forests dated 1959 entitled "Geographical Townships in the Province of Ontario".

Geographical Area of Local 18
HAMILTON Zone 1

That Part of the Regional Municipality of Halton lying south and west of Ontario Regional Road 25 (Bronte Road) and south and east of Wellington County. The county of Hamilton Wentworth bordered by Wellington, Waterloo and Brant counties. The county of Haldimand lying east of Regional Road 74, heading in a southerly direction, passing through the villages of Hartford, Nober and Townsend, and continuing southerly along Regional Road 70 to Regional Road 3, then southerly a line bounded on the west side of Lake Erie Works Stelco, current U.S Steel property or any future purchaser of said property to the shores of Lake Erie.

And that area lying North and West of the following described line:

The boundary line dividing the territorial area between Hamilton Zone 1 and Zone 2 Niagara, shall be Durham Rd, commencing at the shoreline of Lake Ontario until reaching Regional Rd 81; heading in a easterly direction until Regional Rd 514; thence heading in a south-westerly direction along Regional Roads 514 and 14; passing through the villages of Smithville and Canboro; from Canboro along #3 Highway in a westerly direction, passing through the villages of Canfield, Cayuga, Decewsville, Nelles Corners to Balmoral. From Balmoral in a southerly direction along the road that divides the township of Walpole and Rainham, which passes through the villages of Selkirk, right through to the shores of Lake Erie.

ALL HIRING SHALL BE DONE THROUGH:

1342 Stonechurch Road East
HAMILTON, Ontario L8W 2C8
(905) 522-0752 **Fax** (905) 522-0122

LOCAL 18, Zone 2 (Niagara Area)

The regional Municipality of Niagara, and those portions of Haldimand lying south and east of the following described line;

The boundary line dividing the territorial area between Hamilton Zone 1 and Zone 2 Niagara, shall be Durham Rd, commencing at the shoreline of Lake Ontario until reaching Regional Rd 81; heading in a easterly direction until Regional Rd 514; thence heading in a south-westerly direction along Regional Roads 514 and 14; passing through the villages of Smithville and Canboro; from Canboro along #3 Highway in a westerly direction, passing through the villages of Canfield, Cayuga, Decewsville, Nelles Corners to Balmoral. From Balmoral in a southerly direction along the road that divides the township of Walpole and Rainham, which passes through the villages of Selkirk, right through to the shores of Lake Erie.

ALL HIRING SHALL BE DONE THROUGH:

360 York Road, Unit 24

NIAGARA-ON-THE-LAKE Ontario L0S 1J0

(905) 641-1877

TF (800)542-2716

Fax (905) 641-1809

LOCAL 27

Metropolitan Toronto, County of Peel, County of York. And those portions of Trafalgar Township and Esquesing Township in the County of Halton that lie Northeast of Highway 25, said Highway 25 runs through the towns and villages of Bronte, Palermo and Milton; and that part of the Town of Orangeville lying south of Highway 9, which is in Dufferin County; the County of Simcoe; the District of Muskoka. The following townships in the County of Ontario: Mara, Rama, Thorah and Pickering.

OLRB AREA #8 and #18

ALL HIRING SHALL BE DONE THROUGH:

222 Rowntree Dairy Road

WOODBIDGE, Ontario L4L 9T2

(905) 652-4140

Fax (905) 652-4139

LOCAL 27 - TORONTO

(RESILIENT FLOOR WORKERS)

Metropolitan Toronto, County of Peel, County of York, and those portions of Trafalgar Township and Esquesing Township in the County of Halton that lie Northeast of Highway 25, said Highway 25 runs through the towns and villages of Bronte, Palermo and Milton. The Town of Orangeville which is in Dufferin County. The County of Simcoe. The District of Muskoka. And the following Townships in the County of Ontario, Mara, Rama, Thorah and Pickering.

ALL HIRING SHALL BE DONE THROUGH:

222 Rowntree Dairy Road
WOODBIDGE, Ontario L4L 9T2
(905) 652-4140 Fax (905) 652-4139

LOCAL 93, OTTAWA, ONTARIO

Zone 1: The City of Ottawa, and the United Counties of Prescott and Russell, (save and except the Township of East and West Hawkesbury, Longueuil, and Caledonia) the geographic township of Oxford (on Rideau) and the townships of Pakenham, Ramsay and Beckwith in the County of Lanark.

Ottawa (Zone 2 Cornwall & Pembroke)

The United Counties of Stormont, Dundas and Glengarry and the surrounding townships of East and West Hawkesbury, Longueuil and Caledonia.

Pembroke - Renfrew County, including Arnprior and McNab/Braeside township, and the following townships in the district of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, (Mater, Airy, Murchison, Dickens, Sabine and Lyell) amalgamated into Township of South Algonquin.

ALL HIRING SHALL BE DONE THROUGH:

8560 Campeau Drive
KANATA, Ontario K2T 0N7
(613) 745-1513 Fax: (613) 745-3769

LOCAL 249, (ZONE 1) KINGSTON

Counties of Lennox and Addington, and Frontenac. The townships of Rear of Leeds and Lansdowne, and the Front of Leeds and Lansdowne in Leeds County.

ALL HIRING SHALL BE DONE THROUGH:

481 Discovery Avenue
KINGSTON, Ontario K7K 7E8
(613) 384-3316 Fax (613) 384-3730

LOCAL 249, (ZONE 2) SMITHS FALLS

The County of Lanark, save and except the geographic townships of Pakenham, Ramsay and Beckwith, the United Counties of Leeds and

Grenville, save and except the geographic townships of Oxford (on Rideau), Rear of Leeds and Lansdowne and Front of Leeds and Lansdowne.

The jurisdictional area covered by Zone 2 shall also include the geographic townships of Elizabethtown, Augusta and Edwardsburg and all lands south thereof in the United Counties of Leeds and Grenville.

ALL HIRING SHALL BE DONE THROUGH:

481 Discovery Avenue
KINGSTON, Ontario K7K 7E8
(613) 384-3316 Fax (613) 384-3730

LOCAL 397

Oshawa (Zone 1), Peterborough (Zone 2), Belleville and Cobourgh (Zone 3)

The Counties of Peterborough, Victoria, Haliburton, Northumberland, Durham, Hastings and Prince Edward; and the Townships of Uxbridge, Scott, Brock, Reach, Whitby and East Whitby in the County of Ontario.

ALL HIRING SHALL BE DONE THROUGH:

459 Croft Street, P.O. Box 27
PORT HOPE, Ontario L1A 3V9
(905) 885-0885 Fax (905) 885-0850

LOCAL 494, WINDSOR, ONTARIO

The Counties of Essex and Kent.

ALL HIRING SHALL BE DONE THROUGH:

2179 Fasan Drive
TECUMSEH, Ontario N0R 1L0
(519) 737-1101 Fax (519) 757-1102

LOCAL 675, TORONTO, ONTARIO

Metropolitan Toronto, County of Peel, County of York, and those portions of Trafalgar Township and Esquesing Township in the County of Halton that lie Northeast of Highway 25, said Highway 25 runs through the towns and villages of Bronte, Palermo and Milton. The Town of Orangeville which is in Dufferin County, save and except that part lying north of Highway 9. The County of Simcoe. The District of Muskoka. And the following Townships in the County of Ontario, Mara, Rama, Thorah and Pickering.

ALL HIRING SHALL BE DONE THROUGH:

222 Rowntree Dairy Road
WOODBIDGE, Ontario L4L 9T2
(905) 652-4140 Fax (905) 652-4149

LOCAL 785, CAMBRIDGE, ONTARIO

The Counties of Norfolk, Brant, Waterloo and Wellington, the County of Dufferin save and except that part of the Town of Orangeville lying south of Highway 9, and further in regard to the description of Local Union 27, save and except that part of the Town of Orangeville lying North of Highway #9.

ALL HIRING SHALL BE DONE THROUGH:

680 Fountain Street North
CAMBRIDGE, Ontario N3H 0A2
(519) 653-7543 Fax (519) 653-2837

LOCAL 1256, SARNIA, ONTARIO

The County of Lambton.

ALL HIRING SHALL BE DONE THROUGH:

100 Business Park Drive
SARNIA, Ontario N7W 0A3
(519) 344-2674 Fax (519) 336-4449

LOCAL 1669, THUNDER BAY, ONTARIO

Districts of Rainy River, Kenora (including Patricia Portion) Thunder Bay and that part of the Districts of Algoma and Cochrane lying north of the 49th parallel and all of the area lying west of the North Driftwood River, Abitibi River and Moose River, including the rivers herein named.

ALL HIRING SHALL BE DONE THROUGH:

1306 Capital Way
THUNDER BAY, Ontario P7B 0A3
(807) 344-0611 Fax (807) 345-2548

LOCAL 1946, LONDON, ONTARIO

The Counties of Elgin, Oxford and Middlesex.
(ACOUSTIC AND DRYWALL)

The Counties of Elgin, Oxford, Middlesex, Huron, Bruce, Grey and Perth.

ALL HIRING SHALL BE DONE THROUGH:

3800 Highbury Ave South
London ON N6N 1P3
(519) 649-1200 Fax (519) 649-1208

LOCAL 2041, OTTAWA, ONTARIO

(ACOUSTIC AND DRYWALL)

The City of Ottawa and United Counties of Prescott and Russell, the County of Renfrew (including McNab/Braeside Township and the Town of Arnprior), the United Counties of Stormont, Dundas and Glengarry and the geographic township of Oxford (on Rideau) in the United Counties of Leeds and Grenville, and the townships of Pakenham, Ramsay and Beckwith in the County of Lanark.

The following townships in the district of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

ALL HIRING SHALL BE DONE THROUGH:

8560 Campeau Drive
KANATA, Ontario K2T 0N7

LOCAL 2222, GODERICH, ONTARIO

The Counties of Huron, Bruce, Grey and Perth.

ALL HIRING SHALL BE DONE THROUGH:

385 Queen Street
KINCARDINE, Ontario N2Z 2R4
(519) 396-0222 Fax (519) 396-6443

LOCAL 2486 (ZONE 1 - SUDBURY, ONTARIO)

District of Manitoulin, District of Temiskaming, District of Sudbury, and the following townships in the District of Algoma, 7A, 6A, 5A, 4A, 3A, 2A, 1A, 157, 156, 155, McGiverin, Long, 7Z, Z, Y, X, W, V, U, 151, 150, 149, Esten, Spragge, T, S, R, Q, 145, 144, 143, Proctor, Lewis, P, O, N, M, 139, 138, 137, Deagle, Shedden, L, K, J, I, 132, 131, 130, 129, Victoria, H, G, F, E, 125, 124, 123, Tennyson, D, C, B, and A.

Note: The description of townships is that as appears in Map Number 28 as issued by the Department of Lands and Forests, dated 1959, entitled "Geographical Townships in the Province of Ontario".

The District of Nipissing, save and except the following Townships, Ballantyne, Paxton, Butt, McCraney, Finlayson, Wilkes, Biggar, Devine, Hunter, Peck, Pentland, Osler, Bishop, McLaughlin, Canisbay, Boyd, Lister, Freswick, Bower, Sproule, Cameron, Deacon, Anglin, Dickson, Preston, Airy, Sabine, Fitzgerald, White, Niven, Clancy, Muchison, Lyell, Dickens, Edgar, Barron, Guthrie, Bronson, Stratton, and Master.

That portion of the District of Cochrane lying East of the Moose, Abitibi, and North Driftwood Rivers, and South of the 49th parallel. The District of Parry Sound.

ALL HIRING SHALL BE DONE THROUGH:

159 Marier Street
AZILDA, Ontario P0M 1B0
(705) 983-2486 Fax (705) 983-4345

LOCAL 2486, (ZONE 2 - SAULT STE. MARIE, ONTARIO)

St. Joseph Island and Cockburn Island lying in the North Channel, and all of the District of Algoma save and except the following: that portion of the District of Algoma that lies North of the 49th parallel, and the following townships lying in the Eastern part of the Algoma District, 7A, 6A, 5A, 4A, 3A, 2A, 1A, 157, 156, 155, McGiverin, Long, 7Z, Z, Y, X, W, V, U, 151, 150, 149, Esten, Spragge, T, S, R, Q, 145, 144, 143, Proctor, Lewis, P, O, N, M, 139, 138, 137, Deagle, Shedden, L, K, J, I, 132, 131, 130, 129, Victoria, H, G, F, E, 125, 124, 123, Tennyson, D, C, B, and A.

ALL HIRING SHALL BE DONE THROUGH:

159 Marier Street
AZILDA, Ontario P0M 1B0
(705) 983-2486 Fax (705) 983-4345

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO,
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA,**

222 Rowntree Dairy Road
WOODBIDGE, Ontario L4L 9T2
(905) 652-4140 Fax (905) 652-4139

**SCHEDULE "C"
AGREEMENT**

BETWEEN: CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, on its own behalf and on behalf of the United Brotherhood of Carpenters and Joiners of America, and Its Affiliated Bargaining Agents

(hereinafter referred to as the "Union")

and

Print name and _____

(hereinafter referred to as the "Employer")

Address of Employer _____

WHEREAS the Union is an employee bargaining agency designated under the Ontario Labour Relations Act by the Minister of Labour;

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

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

1. The Employer recognizes the Union as the sole and exclusive bargaining agent of all journeymen and apprentice carpenters, other than millwrights, employed by the Employer in the Province of Ontario and engaged in the industrial, commercial and institutional sector of the construction industry.
2. The Employer and the Union further agree and acknowledge that this Agreement shall constitute a Voluntary Recognition Agreement within the meaning of the Ontario Labour Relations Act, and that the Employer shall be bound by the Carpenters' Provincial Collective Agreement made between the Carpenters Employer Bargaining Agency and the Union.

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

DATED at _____, this _____ day of _____, 20__.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE UNION

Signature

Signature

Print Name

Print Name

L.U. 18

Carpenter

Hamilton (Zone 1)

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin. Fund
May 29/22	\$42.91	\$4.29	\$3.00	\$7.25	\$2.80	\$60.25	\$0.26
May 7/23	\$44.55	\$4.45	\$3.00	\$7.45	\$2.80	\$62.25	\$0.26
May 5/24	\$46.18	\$4.62	\$3.00	\$7.65	\$2.80	\$64.25	\$0.26
Jan 5/25	\$46.55	\$4.65	\$3.00	\$7.65	\$2.80	\$64.65	\$0.26

Employer Contributions	May 29/22	May 7/23	May 5/24	Jan 5/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.26	\$0.26	\$0.26	\$0.26
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$1.05	\$1.05	\$1.05	\$1.05
CDC Fund	\$1.75	\$1.75	\$1.75	\$1.75
Employee Deductions	May 29/22	May 7/23	May 5/23	Jan 5/25
Union Administration Fund - (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$0.56	\$0.56	\$0.56	\$0.56
Foreman Differential:	10%	10%	10%	10%
Lead Hand:	5%	5%	5%	5%

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

Apprentice:	May 29/22	May 7/23	May 5/23	Jan 5/25
1 st Term - 55% of journeyman rate (0-1800 hrs)	\$23.60	\$24.50	\$25.40	\$25.60
2 nd Term - 60% of journeyman rate (1801-3150 hrs)	\$25.75	\$26.73	\$27.71	\$27.93
3 rd Term - 70% of journeyman rate (3151-4500 hrs)	\$30.04	\$31.19	\$32.33	\$32.59
4 th Term - 80% of journeyman rate (4501-5850 hrs)	\$34.33	\$35.64	\$36.94	\$37.24
5 th Term - 85% of journeyman rate (5851-7200 hrs)	\$36.47	\$37.87	\$39.25	\$39.57

Apprentices shall serve a 90-day (450 hr.) probationary period.

All first year apprentices will receive health and welfare contributions for all hours earned from the first day worked. No pension payment shall be made until the applicable probationary period has been completed and or the apprentice has been registered with the Ontario Government through the Local Apprenticeship Committee and **Ministry of Labour, Training and Skills Development**, to their applicable trade. When the apprentice has registered, pension contributions are to be paid for all hours earned thereafter.

Apprentices shall be indentured by the L.A.C. and the Employer shall submit the 90-day (450 hr.) probationary report when required for apprentices. Employers may employ apprentices at the ratio of one apprentice for every four journeymen employed. The Union shall have the right to request that an Employer take one apprentice for every five journeymen per job site.

Foreman Ratio and Definition

Foreman means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman's tools. He shall, when given such authority by the Employer, have authority to hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, piledriver, floor installer) dependent upon the work being done by the employees supervised.

When more than three (3) journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid the foreman's rate. This arrangement is not required when there is a card-carrying United Brotherhood of Carpenters and Joiners of America superintendent in charge of the project. All foremen must be members of Local 18 or carry a Local 18 work permit.

Lead Hand Ratio and Definition

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. In order to be eligible for lead hand status, the member must be a certified journeyman within the guidelines of the Local Union. There must be a foreman on a project before a lead hand is assigned.

(Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.)

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m.
- (c) A ½ hour unpaid lunch break must be taken at no cost to the employer. “BENEFITS” includes employer contributions and employee deductions. When employees are required to work a shift other than the day shift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium for benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.
- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.
 - Clarification of shift terminology:
 - 12:01 a.m. to 8:30 a.m. - Night Shift
 - 8:00 a.m. to 4:30 p.m. - Day Shift
 - 3:30 p.m. to 11:59 p.m. - Afternoon Shift
- (g) All work during the first two (2) hours after the end of the regular working day as provided for in (b) on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a non-alcoholic beverage shall be provided, as well as a ten (10) minute break. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the employer at no

expense to the employee commencing at the end of the shift and every two (2) hours thereafter.

- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) No work shall be performed on Labour Day except in case of emergency.
- (j) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the employer.
- (k) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the employees (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (l) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.
- (m) Where the client or owner requires that metatarsal boots be worn on a project, carpenters will be paid a premium of \$.20 cents per hour above the base rate for the hours earned on such projects. Carpenters shall provide their own proper metatarsal boots meeting jobsite requirements.
- (n) A journeyman designated as a "Scaffold Inspector" on site by an employer shall be paid an additional 10% of base rate on his hourly pay including vacation pay. This position requires the Journeyman carpenter to be spending the majority of their daily shift inspecting scaffolds, tagging and issuing work orders to repair any unfit scaffolds or working platforms on site.

ARTICLE 9 - SCHEDULE "D"

TRAINING FUND

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each member will be given Globally Harmonized WHMIS, Working at Heights and Confined Spaces training courses provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.

- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the UBC Training Verification Card or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employees to attend training and upgrading programs offered by the Union.
- e) The Union and the contractors agree to try and meet on a regular basis to discuss the industry, training and development to establish and maintain a good working relationship and to discuss other issues pertaining to our specific area.

**ARTICLE 11 - SCHEDULE "D"
ZONES AND MILEAGE**

- (a) The following is defined as the Metropolitan Area for the purpose of this Agreement where travel monies are not applicable:
The local free zone area shall be north of Hwy. 53 (Rymal Road) running easterly along Hwy. 53 and continuing through on Hwy. 20 to the town of Smithville. Ending at Hwy. 20 and Regional Road 14 bordering the Niagara area-zone 2. Then westerly along Hwy. 53 to Hwy. 52 through Ancaster and Dundas to Hwy. 5, then in an easterly direction on Hwy. 5 to Burloak Drive. Then in a southerly direction on Burloak Drive to end at Lake Ontario.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) above, he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way effective May 1, 2012. The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.
Any employee that attends his normal daily work site and is required to move from that site to another site, on the same day, for the same employer, will continue to be paid their normal hourly rate of pay during travel and \$0.48 per kilometer to the new site, unless the employer provides a company vehicle or transportation to the new site.
- (c) When men are conveyed from point to point by truck, cover will be provided during cold and inclement weather.
- (d) "Mobility and Hiring" Local 18 members. Where employers whose principal office is based in Hamilton zone 1 or zone 2 and are moving employees who are members of Local 18 from zone 1 to zone 2 or from

zone 2 to zone 1, they will notify Local 18's union office. Employers requiring additional carpenters at a project shall contact the appropriate zone 1 or 2 office applicable to the project.

- (e) For travel and tool expenses, where requested by an employee, an employer will complete a CRA Form T2200.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. No more than 2 extra hours per weekday may be worked to a total of 10 hrs per day, and then double time would be applied. **Make-up time hours are agreed not to exceed 8 hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ for the first 4 hours and double time thereafter. The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Room and Board Allowance

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

L.U. 18

Carpenter

Niagara (Zone 2)

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin. Fund
May 29/22	\$42.91	\$4.29	\$3.00	\$7.25	\$2.80	\$60.25	\$0.26
May 7/23	\$44.55	\$4.45	\$3.00	\$7.45	\$2.80	\$62.25	\$0.26
May 5/24	\$46.18	\$4.62	\$3.00	\$7.65	\$2.80	\$64.25	\$0.26
Jan 5/25	\$46.55	\$4.65	\$3.00	\$7.65	\$2.80	\$64.65	\$0.26

Employer Contributions	May 29/22	May 7/23	May 5/24	Jun 5/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.26	\$0.26	\$0.26	\$0.26
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$1.05	\$1.05	\$1.05	\$1.05
CDC Fund	\$1.75	\$1.75	\$1.75	\$1.75
Employee Deductions	May 29/22	May 7/23	May 5/24	Jan 5/25
Union Administration Fund - (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$0.56	\$0.56	\$0.56	\$0.56
Foreman Differential:	10 %	10 %	10 %	10 %
Lead Head Differential:	5 %	5 %	5 %	5 %

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

Apprentice:	May 29/22	May 7/23	May 5/24	May 5/25
1 st Term - 55% of journeyman rate (0-1800 hrs)	\$23.60	\$24.50	\$25.40	\$25.60
2 nd Term - 60% of journeyman rate (1801-3150 hrs)	\$25.75	\$26.73	\$27.71	\$27.93
3 rd Term - 70% of journeyman rate (3151-4500 hrs)	\$30.04	\$31.19	\$32.33	\$32.59
4 th Term - 80% of journeyman rate (4501-5850 hrs)	\$34.33	\$35.64	\$36.94	\$37.24
5 th Term - 85% of journeyman rate (5851-7200 hrs)	\$36.47	\$37.87	\$39.25	\$39.57

Apprentices shall serve a 90-day (450 hr.) probationary period.

All first year apprentices will receive health and welfare contributions for all hours earned from the first day worked. No pension payment shall be made

until the applicable probationary period has been completed and or the apprentice has been registered with the Ontario Government through the Local Apprenticeship Committee and **Ministry of Labour, Training and skills Development**, to their applicable trade. When the apprentice has registered, pension contributions are to be paid for all hours earned thereafter.

Apprentices shall be indentured by the L.A.C. and the Employer shall submit the 90-day (450 hr.) probationary report when required for apprentices. Employers may employ apprentices at the ratio of one apprentice for every four journeymen employed. The Union shall have the right to request that an Employer take one apprentice for every five journeymen per job site.

Foreman Ratio and Definition

"Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedure, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman's tools until he has six (6) additional journeymen and/or apprentices inclusive under his direction. He shall, when given such authority by the Employer, have authority to hire, promote, demote, suspend or discharge any employee.

A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, piledriver, floor installer) dependent upon the work being done by the employees supervised. When more than three (3) journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid foreman's rate. This arrangement is not required when there is a card-carrying United Brotherhood of Carpenters and Joiners of America superintendent in charge of the project. All foremen must be members of Local 18 or carry a Local 18 work permit.

Lead Hand Ratio and Definition

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. In order to be eligible for lead hand status, the member must be a certified journeyman within the guidelines of the Local Union. There must be a foreman on a project before a lead hand is assigned.

(Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.)

Premium Pay

- (a) Men working on scaffolds forty (40) feet in height shall be paid ten cents (.10) per hour over the rate and an additional ten cents (.10) per hour for each ten (10) feet higher.
- (b) When creosoted material or other material that has been treated with other preservatives that are irritating to the skin is handled, a premium of fifteen cents (.15) per hour shall be paid.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Incllement Weather
8/40	1½x 1 st 2 hrs 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

Working Hours

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (c) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (d) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.
- (e) Clarification of shift terminology:
 - 3rd - 12:00 a.m. to 8:30 a.m.
 - 1st - 8:00 a.m. to 4:30 p.m.
 - 2nd - 3:30 p.m. to 11:59 p.m.
- (f) A ½ hour unpaid lunch break must be taken at no cost to the employer. “BENEFITS” includes employer contributions and employee deductions. When employees are required to work a shift other than the day shift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium for benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.
- (g) Where an Employee is required to work overtime, a non-alcoholic beverage shall be provided at no loss of time to him. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10)

minute break shall be provided by the Employer at no expense to the Employee commencing at the end of the shift and every two (2) hours thereafter where practical.

- (h) In the event an Employee is called out on a job on Saturday, Sunday or a Holiday as listed in Article 8.01(a), or after regular daily hours, he shall receive a minimum of four (4) hours' pay at the overtime rate.
- (i) There shall be an overtime meal allowance for hours worked by an Employee after his regular shift as follows: lunch break of one-half (½) hour at 4:30 p.m. when overtime is over three (3) hours and a free meal every four (4) hours, starting at the end of the normal shift, with meal period at straight time rates.
- (j) Overtime shall be taken as those hours worked before or after regular working day hours. All Saturday, Sunday and Holidays shall be paid at double time (2x).
- (k) No work shall be performed on Labour Day except in case of emergency.
- (l) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the Employer.
- (m) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the Employee (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (n) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.
- (o) Where the client or owner requires that metatarsal boots be worn on a project, carpenters will be paid a premium of \$.20 cents per hour above the base rate for the hours earned on such projects. Carpenters shall provide their own proper metatarsal boots meeting jobsite requirements.
- (p) A journeyperson designated as a "Scaffold Inspector" on site by an employer shall be paid an additional 10% of base rate on his hourly pay including vacation pay. This position requires the Journeyman carpenter to be spending the majority of their daily shift inspecting scaffolds, tagging and issuing work orders to repair any unfit scaffolds or working platforms on site.

ARTICLE 9 - TRAINING FUND

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each apprentice will be given Globally Harmonized WHMIS, Working at Heights and Confined Space training courses provided by the Union. The Union agrees to hold the Employers

harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.

- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the UBC Training Verification Card or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employees to attend training and upgrading programs offered by the Union.
- e) The Union and the contractors agree to try and meet on a regular basis to discuss the industry, training and development to establish and maintain a good working relationship and to discuss other issues pertaining to our specific area.

ARTICLE 11 - TRAVELLING ALLOWANCE

- (a) The following is defined as the Metropolitan Area for the purpose of this agreement where travel monies are not applicable.
The area north of the boundary line drawn from the west shore of the Niagara River in a westerly direction on Townline Rd (south of Black Creek) to Hwy. 25. Westerly on Hwy. 25 to Canal Bank Street (Welland). South on Canal Bank Street to Hwy. 23 (Dain City). West on Hwy. 23 to Hwy. 24 (Chambers Corners) then north on Hwy. 24 to Hwy. 20, west on Hwy. 20 to Hwy. 14 to the boundary line of Local 18 Hamilton zone #1.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) above, he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way effective May 1, 2012. The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.
Any employee that attends his normal daily work site and is required to move from that site to another site, on the same day, for the same employer, will continue to be paid their normal hourly rate of pay during travel and \$0.48 per kilometer to the new site, unless the employer provides a company vehicle or transportation to the new site.

- (c) "Mobility and Hiring" Local 18 members. Where employers whose principal office is based in Hamilton zone 1 or zone 2, and are moving employees who are members of Local 18 from zone 1 to zone 2, or from zone 2 to zone 1, they will notify Local 18's union office. Employers requiring additional carpenters at a project shall contact the appropriate zone 1 or 2 office applicable to the project.
- (d) For travel and tool expenses, where requested by an employee, an employer will complete a CRA Form T2200.

When employees are required to report to a different job on the following day, they shall be notified before quitting time, otherwise the employer will arrange to obtain the employees' tools and provide transportation to the new jobsite.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. No more than 2 extra hours per weekday may be worked to a total of 10 hrs per day, and then double time would be applied. **Make-up time hours are agreed not to exceed 8 hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ for the first 4 hours and double time thereafter. The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Room and Board Allowance

When employees are required to work away from home out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

Maintenance Agreement

Local 18 agrees to investigate the possibility of maintenance agreements if asked, but will not violate any applicable maintenance agreement contracts the Local is bound to, that are already in place.

Carpenter

OLRB Area #8

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$46.22	\$4.62	\$3.55	\$7.75	\$3.19	\$65.33	\$0.25
May 1/23	\$48.49	\$4.85	\$3.55	\$7.75	\$3.19	\$67.83	\$0.25
May 6/24	\$50.80	\$5.08	\$3.55	\$7.75	\$3.19	\$70.37	\$0.25

Health & Welfare rate includes a retirees' subsidy of \$0.30

Total Wage Package includes a premium transportation allowance for OLRB Area #8.

Employer Contributions	May 30/22	May 1/23	May 6/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.25	\$0.25	\$0.25
Promo Fund	\$0.17	\$0.17	\$0.17
Apprenticeship and Training Fund	\$1.21	\$1.21	\$1.21
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
CDC Fund	\$1.75	\$1.75	\$1.75

Employee Deductions	May 30/22	May 1/23	May 6/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		

Foreman Differential: 10 % of Hourly Rate

Lead hand Differential: 8 % of Hourly Rate

Apprentices:	May 30/22	May 1/23	May 6/24
First Term 1800 hrs.	\$23.19	\$24.44	\$25.71
Second Term 1800 hrs.	\$28.00	\$29.50	\$31.02
Third Term 1800 hrs.	\$32.80	\$34.55	\$36.33
Fourth Term 1800 hrs.	\$39.86	\$41.98	\$44.14

First year apprentices will not have contributions made on their behalf in respect of pension during their first term.

Apprentice Ratios

(a) Notwithstanding the provisions of Article 17 of the Master Portion, when an employer requests Carpenters from the Union pursuant to Article 5 -

Union Security, the Union shall be entitled to refer apprentices to the employer sufficient to maintain a minimum ratio of one (1) apprentice to four (4) journeymen carpenters.

- (b) Where an employer is found to be in violation of the above Article (a), the employer will be required to comply with the provisions of this Article and, if such violation is the first violation by that employer during the term of this Agreement, no other penalty will apply.

Local Apprenticeship Committee

Notwithstanding the provision of Article 17.03 of the Master Portion, the Local Apprenticeship Committee shall have full powers over the training, education, movement and discipline of all apprentices.

Foreman Ratio and Definition

- (a) A working Foreman is hereby defined as a carpenter having supervisory capacity over eight (8) or more carpenters and who, in addition to such supervisory capacity, is also required to perform his regular carpenter duties with use of the tools of the trade if and when required.
- (b) The term Lead Hand, as used herein, is a carpenter having supervisory capacity over three (3) to seven (7) carpenters (inclusive of the Lead Hand) and who, in addition to such supervisory capacity, is also required to perform his regular carpenter duties with use of the tools of the trade if and when required. It is understood and agreed that a Lead Hand will not be used unless a working Foreman is already employed on the project.

Premium Pay

- (a) Journeymen working under pressure shall receive seventy-five cents (.75) per hour above the Journeyman rate.
- (b) Journeymen working in a bosun chair shall receive seventy-five cents (.75) per hour above the Journeyman rate.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/37½ to 2 p.m. Friday	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work and Overtime Rates

- (a) The regular working day subject to mutual consent of the parties shall be between 8:00 a.m. and 4:30 p.m. Monday to Thursday and between 8:00 a.m. and 2:00 p.m. on Friday. The maximum number of working hours

per day from Monday to Thursday shall be eight (8) and on Friday shall be five and one-half (5½) hours. Work outside these hours shall be overtime work except as provided herein on shift work.

Second Shift

- (b) A regular afternoon shift shall consist of not more than seven (7) hours of work to be performed Monday to Thursday commencing between the hours of 3:30 p.m. and 7:30 p.m. and five and one-half (5½) hours on Friday. Lunch shall be taken midway between the said scheduled hours. It is agreed that the shift on Friday may start at 12:00 noon.

Third Shift

- (c) A regular night shift shall consist of not more than seven (7) hours of work to be performed Monday to Thursday commencing between the hours of 8:00 p.m. and 12:00 midnight and five and one-half (5½) hours on Friday. Lunch shall be taken midway between the said scheduled hours.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

ARTICLE 11 - SCHEDULE "D"

AREA AND COMMUTING ALLOWANCES

This area will be divided into three (3) zones composed as follows:

Zone 1: The area bounded by the east boundary of Highway 27, southward to its point of connection with Highway 427 and thereafter the east boundary of Highway 427 and Browns Line on the west, the south boundary of Steeles Avenue on the north, the west boundary of Kennedy Road on the east, the south boundary of Metropolitan Toronto on the south.

Zone 2: The area outside of Zone 1 and bounded by the East Boundary of Erin Mills Parkway on the West, the South Boundaries of the Highway running East and West through Snelgrove and Tullamore to Highway 50, the East Boundary of Highway 50 to Highway 49, the South Boundary of Highway 49 to Highway 27, the East Boundary of Highway 27 North to King Side Road, the South Boundary of King Side Road, East to Highway 11, the West Boundary of Highway 11 South to Gormley Side Road, the South Boundary of Gormley Side Road east to Brock Road, the West Boundary of Brock Road South to Lake Ontario and the South Boundary of the Municipalities bordering Lake Ontario to the South.

Zone 3 All area outside Zone 1 and 2.

Travelling Expenses

All work in Zone 1:	No travelling expense allowance
All work in Zone 2:	\$8.00 per day
All work in Zone 3:	\$9.00 per day

Transfer Allowance

Where an employee is required to use a personal vehicle to transport tools from one project to another during the working day, an allowance of thirty-four cents (.34) per kilometre shall be paid to such employees.

Parking Allowance

On projects falling within the area: bounded on the west by the east side of Dufferin St., bounded on the north by the south side of St. Clair Ave., bounded on the east by the west side of Jarvis Street and Mt. Pleasant and on the south by the north shore of Lake Ontario, employees will be paid a daily parking allowance of \$6.50 effective May 1, 2007 per day **worked and change to \$7.00 effective May 1, 2023 per day worked**. Daily parking allowance will not be paid where the employer provides parking or where the employer provides transportation to and from the above-noted parking allowance zone.

L.U. 27

**Carpenters/Concrete Forming
Article 6 - SCHEDULE D**

OLRB Area #8

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$47.45	\$4.74	\$3.55	\$7.75	\$3.24	\$66.73	\$0.25
May 1/23	\$49.72	\$4.97	\$3.55	\$7.75	\$3.24	\$69.23	\$0.25
May 6/24	\$52.45	\$5.24	\$3.55	\$7.75	\$3.24	\$72.23	\$0.25

Health & Welfare rate includes a retirees' subsidy of \$0.30

Total Wage Package includes a premium transportation allowance for OLRB Area #8.

The provisions of this formwork schedule shall apply to Formwork Employers exclusively engaged in concrete forming construction.

Employer Contributions	May 30/22	May 1/23	May 6/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.25	\$0.25	\$0.25
Promo Fund	\$0.17	\$0.17	\$0.17
Apprenticeship and Training Fund	\$1.26	\$1.26	\$1.26
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
CDC Fund	\$1.75	\$1.75	\$1.75

Employee Deductions	May 30/22	May 1/23	May 6/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		

Foreman Differential: 10 % of Hourly Rate

Lead hand Differential: 8 % of Hourly Rate

Layout – Direct employees of the Formwork Employer performing layout work shall be paid a premium of \$2.00 per hour above journeyman rate.

Apprentices:	May 30/22	May 1/23	May 6/24
First Term 1800 hrs.	\$23.76	\$25.01	\$26.51
Second Term 1800 hrs.	\$28.68	\$30.18	\$31.98
Third Term 1800 hrs.	\$33.60	\$35.35	\$37.45
Fourth Term 1800 hrs.	\$40.84	\$42.96	\$45.51

First year apprentices will not have contributions made on their behalf in respect of pension during their first term.

Hours of Work and Overtime Rates

(a) The regular working day subject to mutual consent of the parties shall be between 7:00 a.m. and 4:30 p.m. Monday to Friday. The maximum number of working hours per day from Monday to Friday shall be eight and one-half (8 ½) hours. Subject to mutual consent, the parties may agree to work six (6) hours on Friday. Work outside these hours shall be overtime work, notwithstanding occupied premises provisions set-out in Article 7-Schedule D.

Second Shift

(b) A regular afternoon shift shall consist of not more than seven (7) hours of work to be performed Monday to Thursday commencing between the hours of 3:30 p.m. and 7:30 p.m. and six (6) hours on Friday. Lunch shall be taken midway between the said scheduled hours. It is agreed that the shift on Friday may start at 12:00 noon.

Third Shift

(c) A regular night shift shall consist of not more than seven (7) hours of work to be performed Monday to Thursday commencing between the hours of 8:00 p.m. and 4:00 a.m. and six (6) hours on Friday. Lunch shall be taken midway between the said scheduled hours.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8½/40 Mon-Thurs with 6 hours Friday OR 8/40 Monday to Friday	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hrs.	3 hrs.

Schedule D (Formwork) is included for the purpose of clarity and does not preclude a contractor to which this Schedule is applicable from scheduling other hours which comply with the regular hours of work in this Formwork Schedule.

MAKEUP TIME

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond his control, members may be required to work makeup time on a voluntary basis only. No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day

and then double time would be applied. Make-up hours are agreed not to exceed eight (8) hours per week Monday to Saturday. Make-up time if needed on a Saturday will be paid at straight time for the first eight hours and then double time thereafter, unless make up hours have been worked during the week, in which case only the balance remaining may be worked at straight time. Any violation of this make-up time clause proven by the Union may deem a contractor ineligible to utilize it in the future.

INCLEMENT WEATHER

One (1) hours' pay, together with any applicable travel allowance shall be paid by the employer when an employee covered by this agreement reports for work at the employer's shop or job but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time whenever requested by the superintendent or foreman. No reporting pay shall be allowed where an employee has been informed not to report to work before quitting time on the previous day of work.

Where work commences during or following the above-noted one hour and is subsequently stopped due to inclement weather, employees will be paid the greater of hours worked or three (3) hours inclusive of the above-noted hours.

SUMMER STUDENTS

This Union agrees that the employer may engage summer students during the school vacation period between May 1st and September 30th of each year. The student shall be paid 50% of the journeyman's rate with no pension remittances and will remit all other contributions and deductions. The student must obtain a permit from the local union before performing any bargaining unit work. The issuance of a permit will be at the sole discretion of the union.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

ARTICLE 11 - SCHEDULE "D"

AREA AND COMMUTING ALLOWANCES

This area will be divided into three (3) zones composed as follows:

Zone 1: The area bounded by the east boundary of Highway 27, southward to its point of connection with Highway 427 and thereafter the east boundary of Highway 427 and Browns Line on the west, the south boundary of Steeles Avenue on the north, the west boundary of Kennedy Road on the east, the south boundary of Metropolitan Toronto on the south.

Zone 2: The area outside of Zone 1 and bounded by the East Boundary of Erin Mills Parkway on the West, the South Boundaries of the Highway running East and West through Snelgrove and Tullamore to Highway 50, the East Boundary of Highway 50 to Highway 49, the South Boundary of Highway 49 to Highway 27, the East Boundary of Highway 27 North to King Side Road, the South Boundary of King Side Road, East to Highway 11, the West Boundary of Highway 11 South to Gormley Side Road, the South Boundary of Gormley Side Road east to Brock Road, the West Boundary of Brock Road South to Lake Ontario and the South Boundary of the Municipalities bordering Lake Ontario to the South.

Zone 3 All area outside Zone 1 and 2.

Travelling Expenses

All work in Zone 1:	No travelling expense allowance
All work in Zone 2:	\$8.00 per day
All work in Zone 3:	\$9.00 per day

Transfer Allowance

Where an employee is required to use a personal vehicle to transport tools from one project to another during the working day, an allowance of thirty-four cents (.34) per kilometre shall be paid to such employees.

Parking Allowance

On projects falling within the area: bounded on the west by the east side of Dufferin St., bounded on the north by the south side of St. Clair Ave., bounded on the east by the west side of Jarvis Street and Mt. Pleasant and on the south by the north shore of Lake Ontario, employees will be paid a daily parking allowance of \$6.50 effective May 1, 2007 per day worked **and change to \$7.00 effective May 1, 2023 per day worked**. Daily parking allowance will not be paid where the employer provides parking or where the employer provides transportation to and from the above-noted parking allowance zone.

L.U. 27 Barrie

Carpenter

OLRB Area #18

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.24	\$4.12	\$2.85	\$7.23	\$3.18	\$58.62	\$0.25
May 1/23	\$43.18	\$4.32	\$2.96	\$7.23	\$3.18	\$60.87	\$0.25
May 6/24	\$45.13	\$4.51	\$3.07	\$7.23	\$3.18	\$63.12	\$0.25

Employer Contributions

Association Administration Fund
-(including Ont. Const. Secretariat Fund)
Promo Fund
Apprenticeship and Training Fund
CDC North American Training Fund
CDC Fund

May 30/22	May 1/23	May 6/24
\$0.25	\$0.25	\$0.25
\$0.17	\$0.17	\$0.17
\$1.20	\$1.20	\$1.20
\$0.06	\$0.06	\$0.06
\$1.75	\$1.75	\$1.75

Employee Deductions

Union Administration Fund
Ontario Construction Secretariat Fund
Supplementary Union Dues Check-off

May 30/22	May 1/23	May 6/24
\$0.50	\$0.50	\$0.50
\$0.01	\$0.01	\$0.01
2% of Gross Earnings		

Foreman Differential:

10 % of Hourly Rate

Vacation Pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Apprentices:

First Term 1800 hrs.
Second Term 1800 hrs.
Third Term 1800 hrs.
Fourth Term 1800 hrs.

May 30/22	May 1/23	May 6/24
\$21.77	\$23.90	\$25.09
\$24.78	\$26.13	\$27.48
\$29.23	\$30.81	\$32.38
\$35.73	\$37.64	\$39.55

First year apprentices will not have contributions made on their behalf in respect of pension during their first term.

Apprentice Ratios

- (a) Notwithstanding the provisions of Article 17 of the Master Portion, when an Employer requests Carpenters from the Union pursuant to Article 5 - Union Security, the Union shall be entitled to refer apprentices to the employer sufficient to maintain a minimum ratio of one (1) apprentice to four (4) journeymen carpenters.
- (b) Where an employer is found to be in violation of the above Article (a), the Employer will be required to comply with the provisions of this Article

and if such violation is the first violation by that Employer during the term of this Agreement, no other penalty will apply.

Local Apprenticeship Committee

Notwithstanding the provisions of Article 17.03 of the Master Portion, the Local Apprenticeship Committee shall have full powers over the training, education, movement and discipline of all apprentices.

Foreman Ratio and Differential

A foreman shall be one who is employed in a supervisory capacity but who is also required to work with the tools of the trade as part of the performance of his day to day duties.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st hr. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work and Overtime Rates

- (a) The regular work week shall consist of 40 hours per week, comprised of five eight (8) hour days, Monday to Friday inclusive.
- (b) The regular day shift shall be from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch.
- (c) All work performed outside the regular day shift hours in (b) from Monday to Thursday inclusive shall be deemed overtime work. The rate of wages for the first hour in any of these days shall be time and one-half (1½), and after one hour, double time. All work performed outside the regular shift on Friday shall be double time.
- (d) When it is necessary to work extra shifts daily on any particular job, such shifts of not more than seven (7) hours may be worked between midnight Sunday to midnight Friday of the same week, but no employee except foremen shall be permitted to work more than one shift in twenty-four (24) hours.
- (e) Shift work rates shall be as follows:
 - Day Shift - 8:00 a.m. to 4:30 p.m. regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate
- (f) A regular second or afternoon shift shall consist of not more than seven (7) hours of work to be performed Monday to Friday commencing between the hours of 3:30 p.m. and 7:30 p.m. Lunch shall be taken midway between the said scheduled hours.

- (g) A regular third or night shift shall consist of not more than seven (7) hours of work to be performed Monday to Friday commencing between the hours of 8:00 p.m. and 12:00 midnight. Lunch shall be taken midway between the said scheduled hours.
- (h) If overtime is worked on a second or third shift, the overtime premium set out above (i.e. time and one-half (1½) or double time) shall be calculated on the combined basic wage rate and shift premium.
- (i) Double time shall be paid for all work performed on Saturday and Sunday.
- (j) Employees required to punch a time clock or deposit brass at brass stations, or use any other check out system at termination of shift, shall do so on the employer's time.

L.U. 27 (OLRB Area #18)

Commuting Allowances

(a) **Free Travel Zone**

There shall be a free travel zone of forty (40) kilometres in radius with the centre of the free travel zone being the City Hall of Barrie, Ontario. No travel allowances will be payable for projects lying within this free travel zone.

(b) **Projects Outside the Free Travel Zone**

For projects outside the free travel zone described in (a) above, a daily travel allowance for each day worked by the employee will be paid equivalent to forty cents (.40) per kilometre measured by the most reasonable direct traffic route from the boundary of the free travel zone to the project and return. The amount of this daily travel allowance is not to exceed twenty-nine dollars and thirty-three cents (\$29.33).

- (c) Where contractors not bound by the terms and conditions of this Collective Agreement are bidding projects and where it appears that the payment of travel allowance may be a deciding factor in securing such work, then by mutual agreement between the Union and the Employer, the provisions of this Article may be waived.

Carpenter

Ottawa

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
OR REGULARLY SCHEDULED DAYTIME HOURS**

Zone 1 Journeyperson Rate (Ottawa)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$41.98	\$4.20	\$2.85	\$7.23	\$3.41	\$59.67	\$0.10
May 1/23	\$43.97	\$4.40	\$2.96	\$7.23	\$3.41	\$61.97	\$0.10
May 6/24	\$45.96	\$4.60	\$3.07	\$7.23	\$3.41	\$64.27	\$0.10

Zone 1: The City of Ottawa and the United Counties of Prescott and Russell, (save and except the townships of East and West Hawkesbury, Longueuil and Caledonia) the geographic township of Oxford (on Rideau) and the townships of Pakenham, Ramsay and Beckwith in the County of Lanark.

Apprentices: First year apprentices will not have pension contributions made on their behalf during their first term.

Zone 1 Apprentices:

	May 29/22	May 1/23	May 6/24
1 st year – rate	\$20.50	\$21.50	\$22.50
2 nd year – 65% of journeyperson rate	\$27.29	\$28.58	\$29.87
3 rd year – 80% of journeyperson rate	\$33.58	\$35.18	\$36.77
4 th year – 90% of journeyperson rate	\$37.78	\$39.57	\$41.36

Zone 2 Journeyperson Rate (Cornwall & Pembroke)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$39.85	\$3.98	\$2.85	\$7.23	\$3.41	\$57.32	\$0.10
May 1/23	\$41.84	\$4.18	\$2.96	\$7.23	\$3.41	\$59.62	\$0.10
May 6/24	\$43.83	\$4.38	\$3.07	\$7.23	\$3.41	\$61.92	\$0.10

(Zone 2): The United Counties of Stormont, Dundas and Glengarry and the surrounding townships of East and West Hawkesbury, Longueuil and **Caledonia. Pembroke** - Renfrew County including Arnprior and McNab/Braeside township, and the townships in the District of Nipissing, Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

Zone 2 Apprentices:

	May 29/22	May 1/23	May 6/24
1 st year - rate	\$19.50	\$20.50	\$21.50
2 nd year - 65% of journeyperson rate	\$25.90	\$27.20	\$28.49
3 rd year - 80% of journeyperson rate	\$31.88	\$33.47	\$35.06
4 th year - 90% of journeyperson rate	\$35.87	\$37.66	\$39.45

MAINTENANCE OF EXISTING COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES

Maintenance shall include the work of keeping building elements in proper condition, including both preventative and corrective work. Maintenance shall not include additions to or alterations of existing buildings. Hours of Work – Forty-four (44) hours per week. For employees engaged in the maintenance of industrial facilities the conditions of this Agreement shall be modified as follows:

Zone 1 Journeyperson Rate (Ottawa)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$37.78	\$3.78	\$2.85	\$7.23	\$3.41	\$55.05	\$0.10
May 1/23	\$39.58	\$3.96	\$2.96	\$7.23	\$3.41	\$57.14	\$0.10
May 6/24	\$41.37	\$4.14	\$3.07	\$7.23	\$3.41	\$59.22	\$0.10

Zone 2 Journeyperson Rate (Cornwall & Pembroke)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$35.86	\$3.59	\$2.85	\$7.23	\$3.41	\$52.94	\$0.10
May 1/23	\$37.65	\$3.77	\$2.96	\$7.23	\$3.41	\$55.02	\$0.10
May 6/24	\$39.44	\$3.94	\$3.07	\$7.23	\$3.41	\$57.09	\$0.10

Zone 1 Maintenance Apprentices:

	May 29/22	May 1/23	May 6/24
1 st year – rate	\$19.50	\$20.50	\$21.50
2 nd year – 65% of journeyperson rate	\$24.56	\$25.73	\$26.89
3 rd year – 80% of journeyperson rate	\$30.22	\$31.66	\$33.10
4 th year – 90% of journeyperson rate	\$34.00	\$35.62	\$37.23

Zone 2 Maintenance Apprentices:

	May 29/22	May 1/23	May 6/24
1 st year - rate	\$19.50	\$20.50	\$21.50
2 nd year - 65% of journeyperson rate	\$23.31	\$24.47	\$25.64
3 rd year - 80% of journeyperson rate	\$28.69	\$30.12	\$31.55
4 th year - 90% of journeyperson rate	\$32.27	\$33.89	\$35.50

Employer Contributions

	May 29/22	May 1/23	May 6/24
Association Administration Fund	\$0.10	\$0.10	\$0.10
-(including Ont. Const. Secretariat Fund)			
North American Training Fund	\$0.06	\$0.06	\$0.06
Local 93 Apprenticeship & Training	\$0.85	\$0.85	\$0.85
Local 93 – Promotion Fund	\$0.25	\$0.25	\$0.25
Local 93 – Building Fund	\$0.90	\$0.90	\$0.90
Local 93 – Office Administration Fund	\$0.60	\$0.60	\$0.60
CDCO Fund	\$0.75	\$0.75	\$0.75

Employee Deductions

	May 29/22	May 1/23	May 6/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Carpenters District Council of Ontario Fund (Union Dues Check-off)	\$1.00	\$1.00	\$1.00

Zone

1
2

Foreman Differential

15 % of base rate
13 % of base rate

Lead Hand Differential

10 % of base rate
8 % of base rate

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.

When hiring, the employer agrees to hire and employ a carpenter apprentice at the Union's request, but in no event shall the employer be required to employ more than a ratio of one (1) apprentice to three (3) journeymen, unless by mutual consent between the Union and the Employer.

Article 7 - SCHEDULE D

Zone 1 (Ottawa)

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x	2x	2x	2 nd & 3 rd 8 hrs pay for 7 hrs work	2 x 10 min.	2 hrs.	1 hr.

Zone 2 (Cornwall & Pembroke)

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs 2x after	2x	2x	2 nd & 3 rd 8 hrs pay for 7 hrs work	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular hours of work shall be as follows: Forty (40) hours a week, and eight (8) hours a day, to be worked between the hours of 7:00 a.m. and 5:00 p.m. from Monday through Friday inclusive. All work performed outside of those hours will be considered as overtime work or shift work (except as shown in Occupied Premises). When mutually agreed upon by the employer and the union, the hours of work may be modified.
- (b) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.

- (c) The starting point at starting time shall be at ground level except on those projects which provide personnel hoisting facilities. In the latter case the starting point will be the designated work position.

Overtime

- (d) **Zone 1:** All overtime work shall be paid at twice the rate established herein for work performed during the regular work period.
Zone 2: Time and a half will be paid for the first two (2) hours of overtime after the end of the regular day as provided in (a) above on Monday through Friday.
- (e) Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where employees are required to work more than ten (10) hours in any one day, they shall receive \$19.00 as a food allowance or an equivalent meal provided by the employer.

Shift Work

- (f) No work performed outside of regular working hours shall be considered as shift work unless two (2) or more shifts are working on the same job in a twenty-four (24) hour period. Regular rates of wages shall be paid the shift commencing at 7:00 a.m. and finishing at 5:00 p.m. Any shift worked outside of the regular hours above mentioned shall be of seven (7) hours' duration for which eight (8) hours' pay shall be paid.
- (g) In the event that a shift, other than the day shift, is not a seven (7) hour duration, then such work shall be considered overtime and the overtime rate of wages will be paid. One half hour will be allowed for lunch during each shift.
- (h) For purposes of clarification, the work week, for shift work, shall be from midnight Sunday to midnight Friday of each week. All overtime on shift work shall be paid at twice the rate established herein for work performed during the regular hours.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be required to work make-up **time**. This will offer the contractor the opportunity to bring that current project back on schedule.

No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day, and then double time would be applied. Make-up time hours are agreed not to exceed eight (8) hours per week Monday to Friday. Make-up time if needed on a Saturday will be paid at the rate of straight time (1) for the first four hours and time and one half (1 ½) thereafter.

The union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested.

We consider this to reference Article 28 of this agreement "AMENDING" and will be noted as such if this clause is utilized. The Employer and the Union shall endeavour to meet to confirm Hardship Issues prior to implementation of any proposed changes to the working hours, and the necessity for such changes.

Any violation to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

ARTICLE 11 - SCHEDULE "D" TRAVEL EXPENSES

- (a) **Zone 1:** A free zone of 50 (fifty) km from the corner of Carling and Preston shall be established by the shortest accessible route, to and from the jobsite. For distances exceeding the free travel zone, the reimbursed amount shall be based on the CRA Automobile allowance rate, effective May 1, 2022. The rate shall be adjusted to the current years rate on May 1 of 2023 and 2024.
- (b) **Zone 2:** A free zone of fifty (50) kilometres shall be established from the jobsite by the shortest accessible route, each way to the Employee's home. For distances exceeding the free travel zone, the reimbursed amount shall be based on the CRA Automobile allowance rate, effective May 1, 2022. The rate shall be adjusted to the current years rate on May 1 of 2023 and 2024.
- (c) When Employees are required to work at a project site that is located outside the free zones for Zones 1 and 2 as noted in (a) above, and the Employer requires the Employees to temporarily relocate and reside at or near this project site, the Employer shall provide lodging at the Employer's expense. The Employee will be responsible for their own incidental costs at the lodging site. The Employees shall receive the sum of \$60.00 per day worked for board and shall be paid for their travel time to and from the project site once per week. Actual time spent travelling to such a project site shall be paid at the regular rate, up to a maximum of eight (8) hours in any one day.
- (d) If the Employer is unable to provide lodging for whatever reason, the Employee shall receive the sum of \$90.00 per night stayed for lodging.
- (e) Lodging provided by the Employer shall be based on a maximum of two (2) persons per room.
- (f) Such payments will be itemized on the employees pay stubs.

Parking

- (a) The employer will endeavor to provide parking spaces for the employees.
- (b) On projects where parking of employee's vehicles is a problem, it is agreed that a pre-job conference will be held to examine options to address the parking problems.

T-2200

The employer shall provide, when applicable, a **CANADA REVENUE AGENCY FORM T-2200 "DECLARATION OF EMPLOYMENT"** to workers under the terms of the Collective Agreement.

Health & Welfare, Pension, Union Dues

All Health & Welfare, Pension and Employer Contributions and Employee Deductions are to be remitted to the Ontario Provincial Council of Carpenters' Pension Funds as directed by the trustees for such Funds.

L.U. 249

Carpenter

Kingston (Zone 1)

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$43.20	\$4.32	\$2.85	\$7.23	\$2.36	\$59.96	\$0.25
May 1/23	\$44.96	\$4.50	\$2.96	\$7.23	\$2.41	\$62.06	\$0.25
May 1/24	\$46.91	\$4.69	\$3.07	\$7.23	\$2.46	\$64.36	\$0.25

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.25	\$0.25	\$0.25
Union & Apprenticeship Training Fund	\$0.80	\$0.80	\$0.80
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Promotion Fund	\$0.45	\$0.45	\$0.45
Building Fund	\$0.65	\$0.70	\$0.75
Local Administration Fund	\$0.40	\$0.40	\$0.40

Employee Deductions

	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75

Foreman Differential: 15% (of hourly rate)

\$6.48 \$6.74 \$7.04

Lead Hand Differential: 10% (of hourly rate)

\$4.32 \$4.50 \$4.69

Apprentice:

	May 30/22	May 1/23	May 1/24
1 st year - Rate	\$22.46	\$23.38	\$24.39
2 nd year - 70% of journeyman rate	\$30.24	\$31.47	\$32.84
3 rd year - 80% of journeyman rate	\$34.56	\$35.97	\$37.53
4 th year - 90% of journeyman rate	\$38.88	\$40.46	\$42.22

No pension contributions will be made for first term apprentices. (First 1800 hours).

Apprentices shall serve a 90-Day (450 Hr) Probation Period

No Apprentice shall act in a supervisory capacity

Foreman Ratio and Definition

(a) It is understood that a Foreman will not be in supervision of more than fifteen (15) members of the Union. If more than fifteen members are on one project there will be two (2) Foremen, etc. No Foreman shall be compelled to work with the tools, who is supervising eight (8) or more

men and no job where four (4) or more carpenters are employed shall be without a Foreman.

Foremen who have the authority to hire and discharge and exercise similar supervisory functions are recognized as exclusive representatives of management.

The above mentioned shall be practical mechanics in the branch of the trade over which they exercise supervision and shall hold a union card in good standing for the trade they supervise.

- (b) A lead hand is a worker designated by the Employer, at the sole discretion of the Employer, to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. (example: supervisor only, no lead hand; supervisor and foreman – lead hand allowed).

Premium Pay

- (a) All members of the Union working on all high rise structural work 70 feet above the ground level shall receive twenty-five cents (.25) per hour above the existing rate of wages and for each additional 20 feet above 70 feet elevation from ground level an additional ten cents (.10) per hour. It is understood that such height pay shall not apply for interior work enclosed by permanent structure.
- (b) Carpenters building scaffold above ground level or unprotected area:
 - Ground Level to 40 feet - regular rate
 - 40 feet to 100 feet - \$0.40 per hour
 - Over 100 feet - \$1.00 per hour for a full shift

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.

Maintenance of Existing ICI Facilities

Maintenance shall not include additions or alterations of existing buildings.

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$38.88	\$3.89	\$2.85	\$7.23	\$2.36	\$55.21	\$0.25
May 1/23	\$40.46	\$4.05	\$2.96	\$7.23	\$2.41	\$57.11	\$0.25
May 1/24	\$42.22	\$4.22	\$3.07	\$7.23	\$2.46	\$59.21	\$0.25

Standard Hours	Overtime			Travel	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x	1½ x	2x	50 km. free zone from City Hall	2 x 10 min.	1 hr.	1 hr.

Local 249, Kingston, has established a Maintenance Agreement that includes the wages and benefits as listed above. Parties are advised to call the Local Union for details on this Agreement.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hr.	1 hr.

Work Week

- (a) The hours of work shall be forty (40) hours per week. The regular working day, which may be varied by mutual consent of both parties, shall be between 7:00 a.m. and 5:00 p.m. on Monday through Friday inclusive. All work done outside these hours shall be considered overtime or shift work. (except as shown in Occupied Premises).
- (b) The maximum number of working hours per day shall be eight (8) and the maximum number of working hours per week shall be forty (40) and no members of the Union shall be permitted to work otherwise except as provided for in (c) (d) and (e).

Overtime

- (c) Any work performed in excess of the regular working periods of eight (8) hours Monday to Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing wages. Where employees are required to work overtime they shall be allowed a fifteen (15) Minute break period without loss of wages. Where employees are required to work two (2) hours past the regular scheduled hours in one day, they shall receive \$15.00 as a food allowance or an equivalent meal provided by the employer.

Refer to Section 9.03 Master Portion of Agreement.

All remittances based on hours earned submit double Health and Welfare, Pension, Dues Check-off etc.

Shift Work

- (d) When it is necessary to work extra shifts daily, on any particular job, such shifts of not more than seven (7) hours may be worked between

midnight Sunday to midnight Friday of the same week; but no employee (except the Foreman) shall be permitted to work more than one (1) shift in any twenty-four (24) hours, except at overtime rates.

- (e) When shift system is worked, the rate of wages will be:

Day Shift	8:00 a.m. to 5:00 p.m. Monday to Friday: regular straight time
Second Shift	Time and one-seventh the regular rate -Second Shift ends at 4:00 p.m. on Fridays
Third Shift	Time and one-half the regular rate - Third Shift on Friday ends at 8:00 p.m.
- (f) If the afternoon or night shifts as set out are not worked by the employees for five (5) consecutive days or more, then such work shall be considered overtime and shall be paid at the rate of double time (or twice the minimum basic shift rate applicable to said employee).
- (g) All employees shall be at their place of work on the job ready to go at the designated start time. Five (5) minutes shall be allowed before quitting time for employees to pick up their tools. Location of tool lock-up area to be considered starting point of work.
- (h) Any employee who is recalled to work after leaving the job site, and without having received proper notice, to do emergency work, shall be paid at double the hourly rate. Time shall commence from when the call is received and until the employee returns to his residence. A reasonable time allowance to be given for supervising the calling and obtaining of other employees and for proceeding to and returning from the job. Upon every call-out, each employee must receive at least the minimum of one (1) hour's pay at double the hourly rate.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

**ARTICLE 11 - SCHEDULE "D"
ZONES AND MILEAGE**

- (a) A free zone of thirty (30) km radius from Kingston City Hall is established. For all travel required to a jobsite within that radius, no travel allowance will be paid.
- (b) Where a jobsite is located outside the thirty (30) km radius, effective May 1st, 2022, travel allowance will be paid, both ways, to an employee required by the employer to travel to the job site. The rate will be calculated at the CRA standard auto allowance for the years of 2022, 2023 and 2024 irrespective of the employee's place of residence. All distances shall be measured from the perimeter of the free zone using the most practical direct route.

- (c) Board allowance at the rate of seventy-five dollars (\$75.00) per day worked shall be paid to employees when boarding away from home on jobs 121 kilometres or more from Kingston City Hall.

T-2200

The employer shall provide, when applicable, a Canada Revenue Agency Form T2200 "Declaration of Employment" to workers under the terms of the Collective Agreement.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only but only in the week it was lost. This will offer the contractor the opportunity to bring that current project back on schedule.

No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day, and then double time would be applied. **Make-up time hours are agreed not to exceed eight (8) hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ (time and one half) for the first four hours and double time thereafter. The union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer shall notify the Union by email/fax using the appropriate form which outlines the reason and details of the make up time and the necessity for such changes.

Any violation to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 249

Carpenter

Smiths Falls (Zone 2)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.37	\$4.14	\$2.85	\$7.23	\$2.36	\$57.95	\$0.10
May 1/23	\$43.14	\$4.31	\$2.96	\$7.23	\$2.41	\$60.05	\$0.10
May 1/24	\$44.90	\$4.49	\$3.07	\$7.23	\$2.46	\$62.15	\$0.10

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.10	\$0.10	\$0.10
Union and Apprenticeship Training Fund	\$0.80	\$0.80	\$0.80
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Promotion Fund	\$0.45	\$0.45	\$0.45
Building Fund	\$0.65	\$0.70	\$0.75
Local Administration Fund	\$0.40	\$0.40	\$0.40

Employee Deductions

	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75

Foreman Differential: 15% (of hourly rate)

	May 30/22	May 1/23	May 1/24
	\$6.21	\$6.47	\$6.74

Apprentices:

	May 30/22	May 1/23	May 1/24
1 st year - Rate	\$21.51	\$22.43	\$23.35
2 nd year - 70% of journeyman rate	\$28.96	\$30.20	\$31.43
3 rd year - 80% of journeyman rate	\$33.10	\$34.51	\$35.92
4 th year - 90% of journeyman rate	\$37.23	\$38.83	\$40.41

No pension contributions will be made for first term apprentices. (First 1800 hours).

Apprentices shall serve a 90-Day (450 Hr) Probation Period

No Apprentice shall act in a supervisory capacity

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 15% for a 7 hr. shift	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) Forty (40) hours shall constitute a week's work, eight (8) hours a day worked from Monday to Friday inclusive. The regular working day which may be varied by mutual consent of both parties, shall be between 7:00 a.m. and 5:00 p.m. Any work done outside these hours shall be considered overtime or shift work.

Overtime

- (b) Work performed in excess of the regular work period of eight (8) hours a day or forty (40) hours a week, as defined in (a) above, shall be considered overtime work. For this overtime work, the employees must be paid time and one-half for the first two (2) hours overtime in each regular working day. All other overtime shall be paid at the rate of double time.
- (c) Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where employees are required to work more than ten (10) hours in any one day, they shall receive fifteen dollars (\$15.00) as a food allowance or an equivalent meal provided by the employer.

Shift Work

- (d) No work performed outside of regular working hours shall be considered as shift work unless two (2) or more shifts are worked on the same job in a twenty-four (24) hour period. Regular rates of wages shall be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. A shift working outside the regular working hours outlined above will be of seven (7) hours' duration with regular rates plus a fifteen (15) percent shift premium for those seven (7) hours.
- (e) In the event that a shift, other than the day shift, is not of seven (7) hours duration, such work shall be considered overtime and the overtime rates of wages will be paid.
- (f) For the purpose of clarification, the work week, for shift work, shall be from midnight Sunday to midnight Friday of each week. All overtime on shift work shall be paid at one and one-half times the rate established herein for work performed during the first two (2) overtime working hours and at double the rate for all other overtime hours.

- (g) First shift shall be: 8:00 a.m. to 4:00 p.m.
 Second shift shall be: 4:30 p.m. to 11:30 p.m.
 Third shift shall be: 12:00 midnight to 7:00 a.m.
 Shift starting time may be varied by mutual consent of the parties.
- (h) Employees shall have ten (10) minutes for picking up their tools at the end of each shift.

MAINTENANCE OF EXISTING COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$37.23	\$3.72	\$2.85	\$7.23	\$2.36	\$53.39	\$0.10
May 1/23	\$38.85	\$3.89	\$2.96	\$7.23	\$2.41	\$55.34	\$0.10
May 1/24	\$40.41	\$4.04	\$3.07	\$7.23	\$2.46	\$57.21	\$0.10

Maintenance Apprentices:	May 30/22	May 1/23	May 1/24
1 st year - Rate	\$19.36	\$20.19	\$21.01
2 nd year - 70% of journey person rate	\$26.06	\$27.20	\$28.29
3 rd year - 80% of journey person rate	\$29.78	\$31.08	\$32.33
4 th year - 90% of journey person rate	\$33.51	\$34.97	\$36.37

- (i) For employees engaged in the maintenance field the conditions of this Schedule shall be modified as follows: Hours of work: Forty-four (44) hours per week
- (j) Maintenance shall not include additions to or alterations of existing buildings.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Mileage and Room and Board

- (a) A free zone of forty (40) kilometres shall be established from the jobsite by the shortest accessible route. For distances exceeding the free travel zone, the reimbursed amount shall be paid each way from the member's home and will be based on the CRA Automobile allowance rate, effective May 1, 2022. The rate shall be adjusted to the current years rate on May 1 of 2023 and 2024.
- (b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

T-2200

The employer shall provide, when applicable, a Canada Revenue Agency Form T2200 "Declaration of Employment" to workers under the terms of the Collective Agreement.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only but only in the week it was lost. This will offer the contractor the opportunity to bring that current project back on schedule.

No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day, and then double time would be applied. **Make-up time hours are agreed not to exceed eight (8) hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ (time and one half) for the first four hours and double time thereafter.

The union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested.

We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized. The Employer and the Union shall meet to confirm hardship Issues prior to implementation of any proposed changes to the working hours, and the necessity for such changes.

Any violation to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 397

Carpenter

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Oshawa - Zone 1

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.96	\$4.20	\$2.85	\$7.23	\$2.16	\$58.40	\$0.25
May 1/23	\$43.73	\$4.37	\$2.96	\$7.23	\$2.21	\$60.50	\$0.25
May 1/24	\$45.64	\$4.57	\$3.07	\$7.23	\$2.26	\$62.77	\$0.25

Peterborough - Zone 2

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.64	\$4.06	\$2.85	\$7.23	\$2.16	\$56.94	\$0.25
May 1/23	\$42.40	\$4.24	\$2.96	\$7.23	\$2.21	\$59.04	\$0.25
May 1/24	\$44.32	\$4.43	\$3.07	\$7.23	\$2.26	\$61.31	\$0.25

The above rates apply in the Counties of Peterborough, Victoria and Haliburton.

Cobourg - Zone 3, Belleville - Zone 4

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.92	\$4.09	\$2.85	\$7.23	\$2.16	\$57.25	\$0.25
May 1/23	\$42.68	\$4.27	\$2.96	\$7.23	\$2.21	\$59.35	\$0.25
May 1/24	\$44.60	\$4.46	\$3.07	\$7.23	\$2.26	\$61.62	\$0.25

Employer Contributions

Association Administration Fund
-(including Ont. Const. Secretariat Fund)
Promotion Fund
Training Fund
North American Training Fund
Local Administration Fund

May 30/22	May 1/23	May 1/24
\$0.25	\$0.25	\$0.25
\$1.20	\$1.25	\$1.30
\$0.40	\$0.40	\$0.40
\$0.06	\$0.06	\$0.06
\$0.50	\$0.50	\$0.50

Employee Deductions

Union Administration Fund
Ontario Construction Secretariat Fund
Union Dues Check-off

May 30/22	May 1/23	May 1/24
\$0.50	\$0.50	\$0.50
\$0.01	\$0.01	\$0.01
\$1.75	\$1.75	\$1.75

Foreman Differential:

\$5.00	\$5.00	\$5.00
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Lead Hand Differential:

\$2.00	\$2.00	\$2.00
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There must be a foreman on a project before a lead hand is assigned.

The lead hand is also required to perform his regular duties as a Carpenter with the use of tools and/or equipment.

**** Vacation Pay and Statutory Holiday Pay shall be paid to employees on a weekly basis.**

Apprentices

When hiring, the Employer agrees to hire and employ a carpenter apprentice at the Union's request, but in no event shall the Employer be required to employ more than a ratio of one (1) apprentice to five (5) journeymen unless by mutual consent between the Union and the Employer.

Apprentices: 55 percent of journeyman rate to be increased each period through four periods of training to 70 percent, 80 percent and 90 percent.

1st and 2nd term apprentices will not have contributions made on their behalf in respect of pension during their first 3600 hours.

NO APPRENTICE SHALL ACT IN A SUPERVISORY CAPACITY.

Apprentices:

	May 30/22	May 1/23	May 1/24
Oshawa / Zone 1			
1 st 001-1800 hrs - 55% of journeyman rate	\$23.08	\$24.05	\$25.10
2 nd 1801-3600 hrs - 70% of journeyman rate	\$29.37	\$30.61	\$31.95
3 rd 3601-5400 hrs - 80% of journeyman rate	\$33.57	\$34.98	\$36.51
4 th 5401-7200 hrs - 90% of journeyman rate	\$37.76	\$39.36	\$41.08
Peterborough / Zone 2			
1 st 001-1800 hrs - 55% of journeyman rate	\$22.35	\$23.32	\$24.38
2 nd 1801-3600 hrs - 70% of journeyman rate	\$28.45	\$29.68	\$31.02
3 rd 3601-5400 hrs - 80% of journeyman rate	\$32.51	\$33.92	\$35.46
4 th 5401-7200 hrs - 90% of journeyman rate	\$36.58	\$38.16	\$39.89
Cobourg -Zone 3 / Belleville -Zone 4			
1 st 001-1800 hrs - 55% of journeyman rate	\$22.51	\$23.47	\$24.53
2 nd 1801-3600 hrs - 70% of journeyman rate	\$28.64	\$29.88	\$31.22
3 rd 3601-5400 hrs - 80% of journeyman rate	\$32.74	\$34.14	\$35.68
4 th 5401-7200 hrs - 90% of journeyman rate	\$36.83	\$38.41	\$40.14

Premium Pay

Journeymen working in a bosun chair shall receive one dollar and fifty cents (\$1.50) per hour above journeyman rate.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs.	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday, inclusive, to be worked between the hours of 7:00 a.m. and 5:00 p.m. and the work hours to be mutually agreed upon by the employer and the union.
- (b) When work is carried on in more than one shift, the men working on the second shift and third shift shall be paid at the rate of eight hours pay for seven hours work or proportionate rate of time and one-seventh. No employee shall work more than one shift in any twenty-four hour period except at overtime rates. For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. to 12:00 midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 7:30 a.m.	- Night Shift
8:00 a.m. to 4:30 p.m.	- Day Shift
4:30 p.m. to 12:00 a.m.	- Afternoon Shift

- (c) Time and one-half shall be paid for the first two hours of time worked in excess of the regular or shift hours Monday to Friday. Double time shall be paid for all overtime exceeding two hours on daily or shift basis and on Saturdays and Sundays.
- (d) When overtime is to be two (2) hours or greater, a fifteen (15) minute break shall be provided by the employer at no expense to the employee, commencing at the end of the regular shift (and every two (2) hours thereafter).
- (e) Where employees are required to work more than ten (10) hours in any one day, they shall receive ten dollars (\$10.00) as a food allowance or an equivalent meal provided by the employer.
- (f) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.

Article 8 - Schedule D

MAKE-UP TIME

The regular hours of work shall consist of a 40 hour work week Monday to Friday. When an employer is experiencing undue hardship due to inclement weather or circumstances beyond their control, members may be asked to work make-up time up to 10 hours per day Monday to Friday and 8 hours Saturday up to and including 40 hours per week after which overtime rates will apply. If Saturday work is required all hours over and above the make-up time hours, shall be paid at time and one half (1 ½), with the employee being guaranteed a 6 hour day.

**ARTICLE 9 - SCHEDULE "D"
ZONES, MILEAGE AND PARKING**

A Free Zone of a 48 km radius from the City Hall in Oshawa/ Peterborough/ Cobourg/ Belleville in each respective Zone is established.

Except where the employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside the Free Zone provided for in this Article, the rate of eighteen dollars (18.00) per day from the edge of the Free Zone to jobsite and return.

In the event that the employer provides transportation to the jobsite and return then the travelling expenses provided for above shall not apply.

The Employer will endeavour to provide free parking space for their employees. On projects where free parking cannot be provided to the employees, a daily flat rate of \$7.00 will be paid to all employees.

ARTICLE 10 - SCHEDULE "D"

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Occupied Premises (7) Day Cycle

Whereas there will be work that falls under the occupied premises schedule that may require the work to be performed under a seven (7) day cycle the following schedule will apply.

Standard Hours	After Daily Hours	6 th Day	7 th Day
40	1 ½ X	1 ½ X	2X

- a) The employer and the union must mutually agree to any work that may fall under this schedule.
- b) Eight hours per day at the applicable straight time hourly rate to a maximum of five consecutive days within a seven (7) day cycle.
- c) Applicable overtime rates shall be paid after (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days.
- d) All other contributions to remain as per the collective agreement.

Article 11 – Schedule D

Formwork Schedule

This Schedule applies only to heavy civil engineered projects (i.e. water treatment plants, sewage treatment plants), and to projects where the contractor is faced with non-union competition, and were the contractor has

contacted the Local Union in advance, and where the Union agrees that this schedule shall apply.

Standard Hours	Overtime			Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays		General	Inclement Weather
4 x 9 1 x 8	1½ x	1½ x	2x	2 x 10 min.	2 hrs.	1 hr.

- a) This Schedule may be modified by negotiation between the Union and the employer.
- b) The above agreement shall remain in place until expiration of the Collective Agreement, on April 30, 2022, where it may or may not be re-negotiated.

Article 12 - Schedule D

Plant Maintenance and Reconstruction Schedule

Standard Hours	After Daily Hours	6 th day	7 th day	General	Inclement Weather
45	1 ½ x	1 ½ x	2 x	1 hr.	1 hr.

- a) The Employer and the Union must mutually agree to any work that may fall under this schedule.
- b) Nine (9) hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within seven (7) day cycle.
- c) Applicable overtime rates shall be paid after nine (9) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days.
- d) All other contributions to remain as per the collective agreement.
- e) For in plant repair and reconstruction work it is understood that the Local Union and the Employers Group may adopt special conditions by mutual agreement.

JOINT LABOUR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 494

Carpenter

Windsor

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.76	\$4.08	\$2.85	\$7.90	\$2.26	\$57.85	\$0.32
May 7/23	\$42.34	\$4.24	\$2.96	\$7.90	\$2.51	\$59.95	\$0.32
May 5/24	\$43.93	\$4.39	\$3.07	\$7.90	\$2.76	\$62.05	\$0.32
Jan. 5/25	\$43.93	\$4.39	\$3.07	\$7.90	\$2.86	\$62.15	\$0.32

Employer Contributions	May 29/22	May 7/23	May 5/24	Jan 5/25
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.32	\$0.32	\$0.32	\$0.32
Apprenticeship Fund (Local 494 Training Fund)	\$0.80	\$0.80	\$0.80	\$0.90
Carpenters District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.40	\$0.40	\$0.40	\$0.40
Supplementary Dues	\$1.00	\$1.25	\$1.50	\$1.50

Employee Deductions	May 29/22	May 7/23	May 5/24	Jan 5/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
I.C.I. Dues Check-off	\$1.45	\$1.20	\$0.95	\$0.95

Foreman Differential: 15%

Leader Differential: 10%

Apprentices: Four levels of apprenticeship, each requiring 1800 hours of work.

Apprentices:	May 29/22	May 7/23	May 5/24	Jan 5/25
0-1800 hrs - 55% of journeyman rate *	\$22.42	\$23.29	\$24.16	\$24.16
1801-3600 hrs - 65% of journeyman rate	\$26.49	\$27.52	\$28.55	\$28.55
3601-5400 hrs - 80% of journeyman rate	\$32.61	\$33.87	\$35.14	\$35.14
5401-7200 hrs - 85% of journeyman rate	\$34.65	\$35.99	\$37.34	\$37.34

*Pension Contributions shall not be applicable on the first 1800 hours worked for level one apprentices.

When hiring the employer agrees to hire and employ a carpenter apprentice at the Union's request, but in no event shall the employer be required to

employ more apprentices than the ratio as prescribed in the Regulations unless by mutual consent between the Union and the employer.

NO APPRENTICE SHALL ACT IN A SUPERVISORY CAPACITY

Pre-Apprentice Employees

Pre-Apprentice Employees are new hires not indentured in the apprenticeship program, upon immediate hire. The following conditions are to apply in the first four hundred and fifty (450) hours of hire:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Business Representative and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the probationary employee's behalf
- Union check off dues as per the current schedule paid to the Union
- Four percent (4%) vacation pay by the Employer
- Employers are required to complete a Pre-Apprentice Employee Remittance Form and remit to the union each month stipulating hours of work. Employers will remit pre-apprentice employee performance evaluations within the first two weeks of hire as well as prior to entering apprenticeship.

Pre-Apprentice employees accepted and indentured by the Local Apprenticeship Committee (LAC) will be credited with all hours worked to date towards this apprenticeship.

Summer Students:

One (1) student for every ten (10) Local 494 Employees can be hired. The following conditions are to apply:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Business Representative and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the student's behalf
- Four percent (4%) vacation pay by the Employer
- Months of eligibility are restricted to May through the end of August

Co-op Students:

One (1) student per employer may be hired in conjunction with the local school board terms and conditions. . When no level one apprentices are

available, more than one co-op student per employer may be hired with the agreement of the local union. The Union agrees in principle to accept apprentices who have worked as co-op students upon graduation, when possible

The following conditions are to apply:

- Referral slips are to be signed off by the Union
- No pay to apply for hours under agreement with the school boards. Hours in excess of school board agreement rate of pay to be set forth by the employer

Local 494 Journeyman & Apprenticeship Training Fund

- (a) The Union agrees that, it shall dispatch from the hall, or otherwise provide to the Contractor, only those members who are fully trained by the Local in those aspects of Health & Safety and those aspects of training as agreed to from time to time by the LAC.
- (b) The Local Union agrees that, upon request, it shall provide, in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in (a) above.
- (c) It is also agreed that the Union will disclose quarterly the Financial Status of the Local 494 Journeyman & Apprenticeship Training Fund to the LAC.
- (d) Require all employees to have available, at all times the **Training Verification Card** provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.
- (e) The Employers and the Union will work together to encourage 494 members to attend scheduled training relevant to their employment.

Foreman Ratio and Definition

- (a) For the purpose of this Agreement, a Foreman is hereby defined as a Carpenter having supervisory capacity over eight (8) or more carpenters.
- (b) A Leader is hereby defined as a Carpenter having some supervisory capacity over one (1) to four (4) men (exclusive of Leader) who, in addition to such supervisory capacity is also required to perform his regular duties as a Carpenter with the use of tools and/or equipment.
- (c) All Foremen must be members of Local 494 or clear into Local 494 (reciprocal must be signed).

Premium Pay

- (a) Employees erecting scaffolding or working on a swing stage forty feet (40') above ground level of unprotected area shall receive fifty cents (.50) and one dollar (1.00) respectively per hour above the regular rate.

- (b) In any case where Journeymen receive an increase in rate, this rate shall also apply to Foremen in direct charge of said Journeymen. This foremen premium shall be based on the highest Journeymen classification supervised in addition to the Foreman's premium. No pyramiding of rates allowed;

Parking

- (i) The employer will endeavour to provide parking space for the employees.
- (ii) On projects where parking of employees' vehicles is a problem, it is agreed that a pre-job conference will be held to determine the most satisfactory solution to the problem.
- (iii) If it is necessary to have additional space to accommodate reasonable parking requirements - the employer will accept this responsibility and will reimburse any cost to the employee on submission of a receipt.
- (iv) Parking shall be paid the week following submission of receipts on a separate, non-taxed cheque.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall consist of eight (8) hours' labour between 8:00 a.m. and 4:30 p.m. with one-half hour for lunch. Five (5) consecutive eight (8) hour working days shall constitute the regular working week, beginning Monday and ending Friday each week. With consent of the Local Union these hours may be adjusted not earlier than 6:00 a.m. and not later than 4:30 p.m.
- (b) The starting point to begin and quit work shall be from the place of shelter or change house on the project at ground level. A five (5) minute pick-up will be allowed prior to quitting time. Workers shall be given enough pick up time that they are able to finish their shift at normal quitting time. On excessively dirty work, towels and solvent are to be provided by the employer when special cleaners are required.
- (c) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above, with time and one half (1½) and double time rates.

- (d) The work week shall commence each Sunday at 12:01 am and terminate each Saturday at 12:00 midnight.

Unscheduled Overtime

- (d) (i) When an employee is to be continually employed for less than two hours beyond the normal quitting time of the shift, he shall be allowed a coffee break at approximately 4:30 p.m. at no lost time.
- (ii) When an employee is to be continually employed for more than two hours beyond the normal time of the shift, he shall be allowed a reasonable lunch break at no lost time and a meal allowance of \$15.00.

Scheduled Overtime

- (e) (i) Overtime work will be distributed amongst the employees on the project after being mutually arranged on a rotation system between the Foreman and Steward.
- (ii) Employees shall not work more than one (1) shift of eight (8) hours between midnight and midnight of the following day, unless they are paid for such hours of work as follows: for any time worked other than the employee's regular shift in the aforesaid twenty-four (24) hour period, such additional time shall be paid for at time and one half (1½) for the first two hours and then at double the regular hourly rate applicable.
- (f) Work performed on a Saturday or a Sunday shall be paid for at double the regular hourly rate applicable.
- (g) When work is carried on in more than one (1) shift, any employee working on any shift, commencing after the end of any regular working day shall be paid eight (8) hours' pay for seven (7) hours' work (or part shift at proportionate rates where applicable.)
- (h) Shift work on Saturdays, Sundays and Holidays (as defined herein) will be paid at double the regular hourly rate for eight (8) hours' pay for seven (7) hours' work. On all shift work the Union shall be notified prior to its commencement.
- (i) Overtime work will be distributed amongst the employees on a seniority basis on the project after being mutually arranged on a rotation system between the Foreman and Steward.
- (j) (i) An employee who is regularly absent without good reason, can upon mutual consent with the Union, have his/her pay period extended by 24 hours as set out in Article 6.02 in the Master Schedule.
- (ii) Employees who fail to report to work without an acceptable cause during the week shall not receive overtime pay for hours worked on Saturday or Sunday.
- (iii) Chronic absenteeism shall be discussed with the union and may on agreement result in overtime work from the preceding work week

being paid at straight time rates if the employee fails to report to work.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule.

No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day, and then double time would be applied. Make-up time hours are agreed not to exceed eight (8) hours per week. Make-up time needed on a Saturday will be paid at the straight time rates for the first 4 hours and then time and one half thereafter. The union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes to the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem the contractor ineligible to utilizing it in the future.

Transportation & Transfer

- (a) When an employee is required to use his own vehicle to travel to any part of Kent County from Essex County to perform work in that area for his employer, he shall receive \$45.00 per day.
- (b) For projects performed in the Kent County area, employer shall be allowed to first hire Local 494 members who live in Kent County. After all available Kent County members have been referred, the employer must continue to hire Local 494 members and pay travel as per (a).
- (c) The Employer shall approve and sign when requested by a carpenter member, a Canada Revenue Agency form T-2200 "Declaration of Employment".

Such form to be provided for travel expenses incurred for members required to transfer from one or more work site during the day when using their own vehicles.

Board Allowance

Employees working outside of the jurisdiction of Local 494 - the employer shall pay for all lodging, transportation and meal allowance of fifty dollars (\$50.00) per day for each night outside the area. Lodging shall be at a licensed hotel or motel with no more than two (2) people per room. Board

allowance shall be paid on the following pay period as flat non taxed amount on a separate cheque.

Joint Labour Management Committee

The parties agree to establish a Joint Labour Management Committee, which shall meet semi-annually or as otherwise required, to review matters of mutual concern.

Trust Funds

Health & Welfare

Health & Welfare contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds as directed by the Trustees for such Funds.

Pension, Union Funds

Pension, Vacation Pay, Union Dues and Employer Contributions to be remitted to Local 494 Carpenters' Benefit Plan.

Industry Funds

General Contractors choosing to employ Union members for Acoustic/Drywall work assignments exclusively, are required to remit all trust monies as per the Acoustic/Drywall schedule so the Association Administration Funds will be directed to the Acoustical Association of Ontario/Interior Systems Contractors Association.

Pay Period

All wages and benefit changes to take effect on the first Sunday following ratification and any other changes to wages and benefits to be effective on a Sunday rather than any other day of the week.

General Working Conditions

Provided that if an employee reports to the project for work without the proper tools to perform the work, including personal safety equipment as required by the Occupational Health and Safety Act, as well as their **Training Verification Card**, he shall not be entitled to the reporting allowance.

Shelter and Tool Lockup

Provided the employee makes a claim in writing within **forty-eight hours (48 hours)** from the date of loss, the Employer agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire, industrial mishap or burglary by the employee who must provide substantiating evidence to establish the loss from designated locked storage.

L.U. 785

Carpenter

Cambridge

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.08	\$4.00	\$2.85	\$7.23	\$1.58	\$55.74	\$0.26
May 7/23	\$41.65	\$4.17	\$2.96	\$7.23	\$1.63	\$57.64	\$0.26
May 5/24	\$43.33	\$4.33	\$3.07	\$7.23	\$1.68	\$59.64	\$0.26
Jan 5/25	\$43.60	\$4.36	\$3.07	\$7.23	\$1.68	\$59.94	\$0.26

Employer Contributions	May 30/22	May 7/23	May 5/24	Jan 1/25
Association Administration Fund	\$0.26	\$0.26	\$0.26	\$0.26
-(including Ont. Const. Secretariat Fund)	plus GST	plus GST	plus GST	plus GST
Carpenters' International Training Trust Fund	\$0.06	\$0.06	\$0.06	\$0.06
Local 785 Training Fund	\$0.55	\$0.55	\$0.55	\$0.55
Carpenters' Industry Promotional Fund (CIPF)	\$0.87	\$0.92	\$0.97	\$0.97
CDC Fund	\$0.10	\$0.10	\$0.10	\$0.10

Employee Deductions	May 30/22	May 7/23	May 5/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Dues Check-off	\$1.65	\$1.65	\$1.65	\$1.65

Foreman Differential:	10%	10%	10%	10%
Lead Hand Differential:	5%	5%	5%	5%

Apprentice:	May 30/22	May 7/23	May 5/24	Jan 1/25
1(a) Term 0-900 hrs - 50% of journeyman rate	\$20.04	\$20.83	\$21.67	\$21.80
1 (b) Term 901-1800 hrs - 60% of journeyman rate	\$24.05	\$24.99	\$26.00	\$26.16
2 nd Term 1801-3600 hrs - 70% of journeyman rate	\$28.06	\$29.16	\$30.33	\$30.52
3 rd Term 3601-5400 hrs - 80% of journeyman rate	\$32.06	\$33.32	\$34.66	\$34.88
4 th Term 5401-7200 hrs - 90% of journeyman rate	\$36.07	\$37.49	\$39.00	\$39.24

1st & 2nd Term Apprentices initiated after May 1, 2010 will not have pension contributions made on their behalf.

Foreman Ratio and Definition

Any carpenter who is designated by the Employer as having supervisory capacity over more than four (4) carpenters or more than seven (7) employees shall receive the Foreman Differential per hour above the carpenter journeyman rate of wages. It is understood that such carpenter in addition to such supervisory capacity, is also required to perform his regular carpenter's duties with use of the tools of the trade if and when required.

A Lead hand is a worker designated by the employer at the sole discretion of the Employer, to give direction to a crew having journeymen and/or apprentices inclusive under his/her direction. There must be a foreman on a project before a Lead hand is assigned. (eg. Supervisor only, no Lead hand; supervisor and foreman – Lead hand allowed with a 5% premium).

Vacation Pay & Statutory Holiday Pay

Vacation Pay & Statutory Holiday Pay shall be paid to employees on a weekly basis.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	2 hrs.

Hours of Work

- (a) The regular hours of work shall not exceed eight and one-half (8½) hours per day Monday to Thursday and six (6) hours on Friday, or eight (8) hours per day Monday to Friday. The choice of regular hours will be by agreement between the Employer and the majority of Carpenters. The hours are to be worked between the hours of 7:00 a.m. and 4:30 p.m. The start time can be 7:00 a.m. or 7:30 a.m.
- (b) When work is carried on in more than one shift, the men working on the second and third shift shall be paid at the rate of eight hours' pay for seven hours' work or proportionate rate of time and one-seventh. No employee shall work more than one shift in any twenty-four hours except at overtime rates. For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. to 12:00 midnight on any given calendar day.

Clarification of shift terminology:

- 12:01 a.m. to 7:30 a.m. - Night Shift
- 8:00 a.m. to 4:30 p.m. - Day Shift
- 4:30 p.m. to 12:00 a.m. - Afternoon Shift

- (c) Time and one-half shall be paid for the first two hours of time worked in excess of the regular or shift hours Monday to Friday. Double time shall

be paid for all overtime exceeding two hours on daily or shift basis and on Saturdays and Sundays.

- (d) The Employer agrees that no employee shall be required to work on Labour Day except in cases of emergency.
- (e) In the event an employee is called out on a job on Saturday, Sunday or Holidays listed in Article 8, or during or after the regular daily hours, he shall receive a minimum of two (2) hours' pay at overtime rates for applicable period.

Make-Up Time

Where time is lost due to weather Monday to Friday, it may be made up at Straight hours in addition to the regular hours Monday to Friday and the first four (4) hours on Saturday, but only in the week it was lost. Such work shall be voluntary.

Maintenance Construction

For industrial maintenance construction on Saturdays, the first eight (8) hours shall be at time and one-half. Any additional hours shall be at double-time. For purposes of this clause, maintenance construction shall consist of repair work, alterations and changes to existing industrial facilities, and will apply only to work that cannot be performed on regular working days, due to normal plant operations. **Employer to notify Union prior to commencement of work.**

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

ARTICLE 11 - SCHEDULE "D" TRAVEL ZONES, ROOM & BOARD ALLOWANCE, MILEAGE

- (a) A free zone of 60 km radius from the city hall in Cambridge is established.
- (b) Except where the employer provides transportation, traveling expenses will be paid to all employees covered by this agreement who are required to report to work outside the free zone provided for in this article at the rate of forty-eight (.48) per km from the edge of the free zone and return.
- (c) In the event that the employer provides transportation to the jobsite and return, then the traveling expenses provided for above shall not apply.

Board Allowance

- (d) The Employer shall pay reasonable cost of room and meals upon receipts being submitted by the Employee to the Employer. On the day

that room and meals are paid, the kilometrage in 11(a) will not be applicable, except on the first day of payment for room and meals.

- (e) When an employee is transferred during working hours and transportation is provided by the Employer, then no transportation costs will be allowed, but regular rate of pay will be paid for all time in transit.
- (f) When an employee is transferred at the request of the employer during working hours and provides his own transportation he/she shall be paid his/her regular rates of pay while travelling from job to job, plus transportation costs of forty-eight cents (\$0.48) per km.

1. Joint Labour Committee-

The Parties Agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

2. Summer Students and Co-op Students

Summer Student

One (1) student for every ten (10) Local 785 Employees can be hired.

The following conditions are to apply:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Employer and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the students behalf
- Four percent (4%) vacation pay by the Employer
- Months of eligibility are restricted to May through the end of August

Co-Op Student

One (1) student per employer may be hired in conjunction with local school board terms and conditions. When no level one apprentices are available, more than one co-op student per employer may be hired with the agreement of the local union. The Union agrees in principle to accept apprentices who have worked as co-op students upon graduation, when possible.

The following conditions are to apply:

- Referral slips to be signed off by the Union
- No pay to apply for hours under agreement with the school boards.
- Hours in excess of school board agreement rate of pay to be set forth by the employer

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Letter of Understanding (LOU)
Between:
The Carpenter Local 785 (the Union)
and
The General Contractors' Section of Grand Valley Construction
Association (the Employer)
Covering the renewal of the Cambridge Local 785 Schedule of the
Carpenters Provincial Agreement
May 1, 2022 – April 30, 2025

1. The parties agree to deal with parking on a project by project basis.
2. When the Employer provides parking, free of charge, in close proximity to the project, no parking allowance shall be payable.
3. When the Employer is unable to provide parking in close proximity to the jobsite and employees are required to pay for parking, the employee may submit a request for reimbursement of parking expenses, such as a request shall not be unreasonably denied by the Employer.
4. This LOU may be enforced through the grievance procedure of the Provincial Carpenters Agreement.
5. The Union agrees to meet with the Employer prior to filing a grievance concerning parking expenses.

For The Employer

Jason Ball

Dated this 30th day of May, 2022

For The Union

Matthew Kwasnicki

Dated this 30th day of May, 2022

L.U. 1256

Carpenter

Sarnia

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	E.A.P. Employee Contribution	Total
May 28/22	\$44.49	\$4.45	\$3.30	\$8.04	\$1.16	\$0.02	\$61.46
May 7/23	\$46.17	\$4.62	\$3.35	\$8.14	\$1.16	\$0.02	\$63.46
May 5/24	\$47.40	\$4.74	\$3.40	\$8.24	\$1.16	\$0.02	\$64.96

Employer Contributions

	May 28/22	May 7/23	May 5/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.36	\$0.36	\$0.36
Apprenticeship, Training and Industry Fund (including Carpenters' District Council of Ontario Training Trust Fund)	\$1.16	\$1.16	\$1.16
Employee Assistance Program	\$0.02	\$0.02	\$0.02

Employee Deductions

	May 28/22	May 7/23	May 5/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Const. Secretariat Fund (I.C.I. only)	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$0.25	\$0.25	\$0.25
Regional Council Dues	\$1.75	\$1.75	\$1.75

All of the above Employer Contributions and Employee Deductions are contributed or deducted on the basis of hours earned.

Foreman Differential

- General Foreman - 11% above the Journeyman's base rate when over 50 men on site
- Area Foreman - 7% above the Journeyman's base rate when over 10 men employed
- Working Foreman - 5%

E.A.P

Each Employer shall remit the sum of (\$0.04) for each hour earned to the LU 1256 Employee Assistance Program. The four cents (\$0.04) remittance shall be composed of a two cents (\$0.02) contribution by the Employer for each hour earned, and, two cents (\$0.02) contribution by the Employee for each hour earned such funds shall be remitted to the L.U. 1256 Employee Assistance Program as agreed to by the Union and the Association. E.A.P. contributions will be payable to Carpenters' Local 1256 Employee Assistance

Program and remitted on a separate cheque along with the completed Carpenters' Local 1256 Union Remittance Form.

Apprentices

Employer may employ apprentices at a ratio of one to three (1:3) i.e. for every three journeymen on the job there may be one apprentice. Sixty percent of journeyman rate increased 5 percent each half year period through six periods to 85 percent.

The Local Apprenticeship Committee shall have full powers over the training, Education and discipline of all Apprentices. This will include an Apprenticeship Trade Schooling of three (3) terms of eight (8) weeks duration following the curriculum as set by the **Ministry of Labour, Training and Skills Development** Apprenticeship Program for the Trade of General Carpenter, at a location to be determined by the Local Apprenticeship Committee.

To receive the journeyman rate of pay the Apprentice shall have completed 7,200 hours in the Trade of Carpenter and successfully write the Certificate of Qualification Inter-Provincial Examination of the **Ministry of Labour, Training and Skills Development**.

Apprenticeship Advisory Committee - Agreed that it will be solely administered by the Union. L.U. 1256 agrees to indemnify Sarnia Construction Association for any liabilities as a result of this agreement.

Probationary Apprentices

The Employer may employ probationary apprentices at a ratio to apprentices that will be solely determined and controlled by the Union. The Employer agrees to displace probationary apprentices should apprentices become available on the employment list. Probationary apprentices are to receive fifty percent (50%) of the journeyperson rate of pay plus all benefits, with the sole exception that there will be no pension contributions remitted on their behalf until the probationary apprentice has been inducted into the Union apprenticeship program and in receipt of the referral at sixty percent (60%) of the journeyperson rate of pay plus all benefits.

Apprentices:	May 28/22	May 7/23	May 5/24
1 st period (0-900 hrs) 60% of journeyperson rate	\$26.69	\$27.70	\$28.44
2 nd period (901-1800 hrs) 65% of journeyperson rate	\$28.92	\$30.01	\$30.81
3 rd period (1801-2700 hrs) 70% of journeyperson rate	\$31.14	\$32.32	\$33.18
4 th period (2701-3600 hrs) 75% of journeyperson rate	\$33.37	\$34.63	\$35.55
5 th period (3601-4500 hrs) 80% of journeyperson rate	\$35.59	\$36.94	\$37.92
6 th period (4501 hrs) 85% of journeyperson rate	\$37.82	\$39.24	\$40.29

No apprentice shall be entitled to be in a supervisory position including Working Foreman, Area Foreman and General Foreman. To act or be promoted to any of the above Foreman positions the Journeyperson must have attained their C of Q in the Trade of General Carpenters.

Union Security – Temporary Work Permits

It is mutually agreed that an Employer utilizing Article 5.01 (c) of this Agreement shall replace those employees with Local Union members within five (5) days of the Local Union member registering as unemployed with the Local Union.

Local Union members replacing permit workers under the terms of this Article shall have required orientation training provided by the I.E.C. and the Employer company orientation training prior to being referred to work by the Union. This training includes the I.E.C. basic safety training, plant specific training as provided by the I.E.C., Employer orientation and fit test if required.

Wages – Method of Payment

Wages shall be paid by either direct deposit – which shall at the sole discretion of the employee be divided into two (2) separate bank accounts, or on the job by cheque before the regular quitting time on or before Thursday for the payroll period ending the previous week.

I.E.C. Safety Training and Mandatory Services

Carpenters Local 1256 to cover all costs associated with IEC Safety Training and Mandatory Services (BSO, W.A.H., WHMIS, Confined Spaces & Safety Watch, IEC half-mask, Full-mask and foreman training).

Contact Carpenters Local 1256 or `Sarnia Construction Association to refer to ``Letter of Understanding`` respecting the above matter.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday Pay total earned shall be forwarded Monthly with a cheque to the Carpenters' Local 1256 Vacation Pay Trust Fund along with the completed Local 1256 Remittance Form after being included in the Employees' Gross Pay and source deductions taken, to be held in trust in the Employees name. Vacation and Statutory Holiday Pay shall be paid to each employee semi-annually on June 30th and December 1st. Trusteed Vacation Pay Trust Fund to be established and effective on December 1, 1982. Interest surplus after administration cost shall be paid to Local 1256.

Parties agree that the Vacation Pay, Health and Welfare, Pension and Training Trust Funds shall be solely trusteed by the Union.

Foreman Ratio and Definition

- (a) Foreman shall mean a qualified Journeyman to accept responsibility of work involved. The Employer may have the exclusive right to appoint a Foreman, at the Foreman's rate and may revert a Foreman to a Journeyman's rate at the Employer's sole discretion.
- (b) Working Foreman shall be a qualified Journeyman to accept responsibility of and supervise work involved or apprentices involved.
- (c) One to ten (1-10) journeymen or apprentices on the job-one (1) working Foreman. Second man on job to receive the working Foreman's rate. Eleventh man on job-Area Foreman. Area Foreman will continue as working Foreman until there are sixteen (16) journeymen or apprentices on the job. Area Foreman becomes non-working Foreman after there are sixteen (16) journeymen or apprentices on the job and will continue supervising his ten man crew until there are twenty (20) journeymen or apprentices on the job. Thereafter, the above noted formula repeats.
- (d) Fifty (50) journeymen or apprentices on the job, one (1) General Foreman. General Foreman to receive \$4.50 above basic hourly rate or a minimum of \$1.00 above Area Foreman Rate.

Premium Pay

- (1) Journeymen Carpenters working Pile Driving shall be paid twenty-five cents (.25) per hour.
- (2) Journeymen Carpenters working in oily, greasy, acidic or contaminated areas - fifty cents (.50) per hour.
- (3) Journeymen Carpenters building scaffold above ground level or unprotected area:

Ground level to 40 feet -	regular rate
40 feet to 100 feet -	\$0.40 per hour
Over 100 feet -	\$1.00 per hour for a full shift
- (4) Journeymen Carpenters working on the construction of chimneys, smoke stacks, concrete storage or similar like structures - rate to be mutually agreed on its own merit by Employer and Union before job commences.
- (5) In any case where journeymen receive an increase in rate, this rate shall apply to Foremen in direct charge of said journeymen. Shall receive premium on highest classification supervised in addition to Foreman's premium.

No pyramiding of rates allowed.

Trust Funds

Contributions for the Welfare Trust Fund and Pension Trust Fund shall be forwarded to the Carpenters' Local 1256 Benefits Office along with the

completed Carpenters' Local 1256 Benefits Office Remittance Form effective May 1, 2007.

Vacation Pay and Statutory Holiday Pay total earned shall be forwarded monthly with a cheque to Carpenters' Local 1256 Vacation Pay Trust Fund along with the completed Local 1256 Benefits Office Remittance Form after being included in the Employees' Gross Pay and source deductions taken, to be held in Trust in the Employees name. Vacation and Statutory Holiday Pay shall be paid to each Employee semi-annually on June 30th and December 1st. Trusteed Vacation Pay Trust Fund to be established and effective on December 1, 1982. Interest surplus after administration cost shall be paid to Local 1256. Contributions for the Union Administration Fund, Ontario Secretariat Fund, Local 1256 Union Dues Check-off Fund, and, Apprenticeship, Training and Industry Fund (including Carpenters' District Council of Ontario Training Trust Fund) shall be forwarded to the Carpenters' Local 1256 Union Office along with the completed Carpenters' Local 1256 Union Office Remittance Form effective May 1, 2007.

The Parties agree that the Vacation Pay, Health and Welfare, Pension and Training Trust Funds shall be solely Trusteed by the Union.

Parking

When parking lot becomes an issue on a job because of location to said jobsite, the company and the Union Representatives will negotiate walking time. Each problem to be handled on its own merit.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/38 Fri. 6 hrs. to 2:30 p.m.	2x	2x	2x	1-1/7x 8 hrs. pay for 6 hrs. work	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular working day shall consist of eight (8) hours' work between 8:00 a.m. and 4:30 p.m. Monday through Thursday inclusive, and six (6) hours' work on Friday between 8:00 a.m. and 2:30 p.m. When mutually agreed to by the parties hereto, the regular working hours shall be between 7:30 a.m. and 4:00 p.m. Monday through Thursday and 7:30 a.m. to 2:30 p.m. on Friday.
- (b) The hours of work shall be thirty-eight (38) per week; Monday, Tuesday, Wednesday, Thursday at eight (8) hours each and Friday at six (6) hours' work to end at 2:30 p.m.
- (c) Any work performed in excess of an employee's regular shift, shall be deemed to be overtime and the minimum rate of wages for such

overtime work shall be paid at the rate of double (two times) the regular rate.

- (d) When employees are required to work during their regular lunch period, they shall be paid at the rate of double time and shall be given time to eat their lunch later.
- (e) Employees required to work, more than two (2) hours' overtime Monday through Thursday shall be supplied a hot meal after two (2) hours' work, and a lunch every four (4) hours thereafter at no cost or loss of time to the employees. In the event employees are required to work beyond 6:30 p.m. on Fridays, a hot meal shall be supplied at 6:30 p.m., and a lunch every four (4) hours thereafter at no cost or loss of time to employee. When mutually agreed to by the Employer and the Employee, in lieu of the hot meal or the lunch the Employer shall supply a meal voucher worth a minimum of thirty (\$30.00) dollars to the employee.

Shift Work

- (f) Shift workers shall mean those employees who, at the beginning of their normal working days, take over their duties and responsibilities from other designated employees, and/or at the end of their normal working day turn over their duties and responsibilities to other designated employees, whether it be a two or three shift schedule.
- (g) No shift shall be less than three (3) consecutive days' duration, nor shall it be less than eight (8) hours' duration Monday through Thursday, inclusive, and six (6) hours' duration on Fridays.
- (h) The first shift shall be 8:00 a.m. to 4:30 p.m. Monday through Thursday inclusive and 8:00 a.m. to 2:30 p.m. on Fridays. Lunch break is included within these hours.
- (i) The second shift shall be a shift commencing anytime after 8:00 a.m. and before 8:00 p.m. Employees on the second shift shall receive eight (8) hours' pay for seven (7) hours' work Monday through Thursday inclusive, and six (6) hours' pay for five (5) hours' work on Fridays.
- (j) The third shift shall be a shift commencing anytime after 8:00 p.m. and before 2:00 a.m. Employees working this shift shall receive eight (8) hours' pay for six (6) hours' work Monday through Thursday inclusive and six (6) hours' pay for four (4) hours' work on Fridays.
- (k) The eighth (8th) hour on the second shift Monday through Thursday inclusive and the sixth (6th) hour on Fridays or any additional hours worked shall be paid at the rate of double time.
- (l) The seventh (7th) and eighth (8th) hours on the third shift Monday through Thursday inclusive, and the fifth (5th) and sixth (6th) hours on Fridays and any additional hours worked shall be paid at the rate of double time.
- (m) In no case shall a shift be considered a shift if worked less than eight (8) hours Monday through Thursday inclusive and six (6) hours on Fridays.

- (n) In the second and third shift, lunch period shall be included in the above mentioned hours, including Saturdays and Sundays, without any pay deductions to the employee.
- (o) It is further agreed, by both parties, that any employer establishing a shift must notify the Business Manager of Local 1256 or in his absence his duly recognized Representative before establishing such a shift.
- (p) In the event of it becoming necessary to work shift work in any job, to qualify as a "Shift Job", two (2) full shifts must be worked in any twenty-four (24) hour period.
- (q) Employees who are called to fill a shift who do not complete three (3) full shifts are to be paid regular overtime rates for all time worked. Employees who quit of their own volition, or are discharged for cause, shall be paid at the regular shift rate.
- (r) For the purpose of this clause only, Saturday will begin at 8:00 a.m. Saturday morning and Sunday will end at 8:00 a.m. Monday morning.

Work Breaks

- (s) When working eight (8) hour shifts the employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break near the mid-point of the first four hours of the shift and a thirty (30) minute paid break near the mid-point of the second four hours of the shift. When working ten (10) hour shifts the employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break near the mid-point of the first five hours of the shift and a thirty (30) minute paid break near the mid-point of the second five hours of the shift. When working scheduled twelve (12) hour shifts the employer may schedule three thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule three thirty minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift, a thirty (30) minute paid break in the second four hours of the shift and a thirty (30) minute paid break in the third four hours of the shift. Employer to provide a meal voucher.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Transportation and Transfer of Employees

- (a) For the purpose of determining the employer's obligation to supply transportation of employees:
"The Free Zone will be defined as the County of Lambton.
- (b) When an employer transfers any employee from one job to another and transfer is made during working hours, the transportation charges and the time during transit (at the prevailing rate of wages) shall be paid by the employer. Notwithstanding when an employee is transferred from one job to another, the employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the employer's expense.
- (c) Transportation facilities, when provided by the employer, are to be reasonably comfortable, thus conforming to the Workers' Compensation Board ruling covering employees in transit.
- (d) Employees who are sent out of Lambton County in which they reside to do work, shall, if required by the employer to remain out of Lambton County, be paid their expenditures for board and lodging.
- (e) If required by company to stay more than forty-five (45) days he is allowed expenses to return home once a month.

Major Projects - Special Job Site Conditions

Refer to the "Letter of Understanding" on file at the Sarnia Construction Association and the Carpenters' Local Union 1256 offices.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$42.40	\$4.24	\$2.85	\$7.23	\$1.81	\$58.53	\$0.20
May 1/23	\$44.18	\$4.42	\$2.96	\$7.23	\$2.01	\$60.80	\$0.20
May 1/24	\$46.15	\$4.61	\$3.07	\$7.23	\$2.01	\$63.07	\$0.20
Jan 1/25	\$46.28	\$4.63	\$3.07	\$7.23	\$2.01	\$63.22	\$0.20

Employer Contributions	May 30/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.20	\$0.20	\$0.20	\$0.20
CDC North American Fund	\$0.06	\$0.06	\$0.06	\$0.06
Training, Upgrading Fund	\$1.25	\$1.45	\$1.45	\$1.45
CDC Fund	\$0.50	\$0.50	\$0.50	\$0.50
Employee Deductions	May 30/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union Dues (Carpenters District Council)	\$1.25	\$1.25	\$1.25	\$1.25
Foreman Differential: (15% of Base Rate)	\$6.36	\$6.63	\$6.92	\$6.94
Leadhand Differential: (10% of Base Rate)	\$4.24	\$4.42	\$4.62	\$4.63
Apprentices:	May 29/22	May 7/23	May 6/24	Jan 1/25
1-700 hrs – 50% of journeyman (no pension)	\$21.20	\$22.09	\$23.08	\$23.14
701-900 hrs – 50% of journeyman rate	\$21.20	\$22.09	\$23.08	\$23.14
901-1800 hrs – 55% of journeyman rate	\$23.32	\$24.30	\$25.38	\$25.45
1801-3600 hrs – 65% of journeyman rate	\$27.56	\$28.72	\$30.00	\$30.08
3601-5400 hrs – 75% of journeyman rate	\$31.80	\$33.14	\$34.61	\$34.71
5401-6300 hrs – 85% of journeyman rate	\$36.04	\$37.55	\$39.23	\$39.34
6301-7200 hrs – 90% of journeyman rate	\$38.16	\$39.76	\$41.54	\$41.65

First term apprentices will not have contributions made on their behalf in respect of pension during their first 700 hours of work.

To receive the journeyman rate of pay the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the **Ministry of Labour, Training and Skills Development**. Notwithstanding the amount of hours worked an apprentice shall receive the journeyman's rate of pay on being issued a certificate of qualification as a certified tradesman from the **appropriate name of the apprenticeship governing body** in the Trade of General Carpentry, #403A.

The Union and the Employers shall strive to place one apprentice for every three journeymen referred per job site.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday Pay shall be paid weekly.

Foreman Ratio and Definition

(a) "Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedure, assign and instruct the working force and co-ordinate the work performed; however, he may work with the tools of the trade. He shall, when given such authority by the employer, have authority to hire, promote, demote, suspend or discharge an employee.

For the purpose of the Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over lead hands, carpenters and apprentices. An Employer shall have the right to name hire a foreman on condition that he remains a foreman until completion of the project.

(b) "Lead Hand" means a journeyman employee who is designated by the Employer to be in charge of four (4) or less employees. He may perform work with the group he directs and shall work under the direction of a Foreman on each project.

(c) When the number of employees on the job or project is one (1) to (6), one shall be appointed as a Foreman and for every additional four (4) employees employed on the project; there shall be an additional Lead Hand.

(d) Notwithstanding (c), in the case of no more than three (3) employees on the project, a Lead Hand or Foreman shall be in charge. The Lead Hand or Foreman shall be part of this three (3) man working unit.

Premium Pay

(a) Employees engaged in the following work shall receive a premium of fifty-five cents (.55) per hour in addition to wage rates as may be otherwise provided in this Agreement; the erecting, building, dismantling or working from staging, bosun chairs, scaffolds, towers, buildings, moveable project shelters and like structures over the height of forty-five (45) feet. When an employee is entitled to height pay, he shall be paid the premium rate for the full shift.

- (b) Work gloves shall be supplied to individuals handling irritating materials, scaffolding and forming materials.
- (c) Protective clothing (coveralls) shall be provided and maintained at the site when working in an industrial environment, or with materials that are of concern for health reasons.

Block Heaters

The employer agrees to provide facilities for employees to plug in block heaters when the temperature is -20 degrees Celsius on out of town projects where camp facilities are provided.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x first 2 hrs 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Make Up Time

On jobs or projects which are in excess of 111 km from the Thunder Bay Canada Post Processing Plant, time lost due to inclement weather and conditions beyond the employer’s control, may be made up on a weekly basis. Such make up time shall not exceed two hours on a regular workday and shall not exceed eight hours on Saturday. No make up time shall be worked on a Sunday or Holiday. All make up time shall be voluntary.

Hours of Work

- (a) The regular working day shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., Monday through Friday, inclusive.
- (b) When it is necessary that one-hour be allowed for lunch then the regular working day shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.
- (c) The regular working day may, by mutual consent of the parties, be varied to provide for eight consecutive hours of work at straight time, lunchtime excluded, between the hours of 7:00 a.m. and 5:30 p.m. Such mutual consent shall be confirmed in writing.
- (d) The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday, inclusive.
- (e) On projects where a majority of the employees cannot commute home daily the regular work week shall consist of forty (40) hours per week. The regular working hours may be varied by mutual consent of the employer and Local Union 1669. Such mutual consent shall be confirmed in writing from Local Union 1669 with the seal of the Local Union affixed thereto.

- (f) All time worked on Saturdays, Sundays and Holidays or before a normal shift, shall be paid for at the rate of double time (or twice) the shift rate applicable to the hours worked by said employees.
- (g) On extremely isolated areas, employees shall be paid time and one half of the regular rate provided approval of Local Union 1669 has been obtained in writing, prior to tendering on the project.
- (h) No employee shall be compelled to work overtime, only with the exception of pouring of concrete or when necessary for the protection of life and/or property. An employee may be excused for bona fide reasons.
- (i) The first two (2) hours after a regular eight (8) hours shall be at 1½ times the base rate. The 1½ time rate shall apply to the 5 x 8 hour, Monday to Friday work week only.

All remaining hours will be paid at double time inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift.

On a condensed work week (4 x 10's) all overtime shall be at double time.

- (j) Employees requested to work up to two (2) hours of overtime shall be provided with a lunch or \$12.00 in lieu thereof. Employees requested to work more than two (2) hours' overtime shall be provided with a hot meal by the employer at 6:30 p.m. in lieu of lunch, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute break.
- (k) In the event an employee is called out on a job on Saturday, Sunday, or Holidays, or after the regular daily hours, he shall receive a minimum of two (2) hours' pay at the appropriate overtime rates.
- (l) Five (5) minutes shall be allowed before the close of each shift or working day for the picking up and lockup of personal tools.

Overtime

The first two (2) hours after an eight (8) hour shift shall be at 1½ times the base rate. All remaining hours will be paid at double time (2x) inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift.

The 1½ rates shall apply to the 5 x 8 hour work week only. On a condensed work week (4-10's) double time rates shall apply.

The overtime rate of pay shall apply to all such hours worked by an employee until the employee has had eight (8) consecutive hours off.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Shift Work

- (a) When two shifts are worked, the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply, the second shift shall be from 4:30 p. m. to 12:30 a.m. including a half-hour ($\frac{1}{2}$) lunch period and the rate shall be time and one-seventh the regular rate.
- (b) When three shifts are worked the night shift shall be from 12:00 midnight to 8:00 a.m. and the rate shall be time and one-seventh, the day shift shall be from 8:00 a.m. to 4:00 p.m. and the regular rate shall apply, the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the rate shall be time and one-seventh, and a one-half hour ($\frac{1}{2}$) lunch period included. Shift work may be adjusted by mutual consent to meet specific conditions.
- (c) Shift work shall be organized so that the employee will not lose any time during his regular week.
- (d) Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.
- (e) No employee shall work parts of two (2) consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at twice the regular rate.
- (f) Overtime for shift workers shall be twice the shift rate applicable to the hours worked by the employee.

Commuting Allowance

- (a) Commuting allowance shall be paid at the rate of sixty-three cents (.63) per kilometre as of May 1, 2022, sixty-six (.66) cents per kilometre as of May 7, 2023, sixty-nine (.69) cents per kilometre as of May 6, 2024. This allows for the employee to provide his own mode of transportation.
- (b) Where commuting is necessary between the project and the place from which board and lodging is being received by the employees, the Commuting Allowance shall be paid for every kilometre travelled beyond eight (8) kilometres of the project. Suitable transportation will be supplied when necessary.
- (c) Employees residing within a forty (40) km radius of the Thunder Bay Canada Post Processing Plant shall be deemed to be residents of the City of Thunder Bay, Ontario.
- (d) Commuting allowance for residents of the City of Thunder Bay will be measured from the Thunder Bay Canada Post Processing Plant. The Commuting Allowance shall apply to the actual road kilometres travelled both ways starting from a point sixteen (16) road kilometres from the Thunder Bay Canada Post Processing Plant and return to that point.

- (e) On work at a construction site all employees shall receive a commuting allowance on the basis of road kilometres travelled in excess of sixteen (16) kilometres between the project and his residence.
- (f) Commuting on Lake Projects - The employee shall report at an employer specified meeting place or point for the regular starting hour of work and be provided transportation by the employer to and from a Lake Project in a safe, reliable craft. All time travelled by the employee to and from a Lake Project shall be on the employer's time and paid at the regular rate of wages.

Travelling Allowance (Transportation and Time)

- (a) **Transportation Allowance** - On work at a construction site, employees whose vehicles are being used for transportation and who reside outside of a 40 km radius of the jobsite shall receive a transportation allowance of sixty-three cents (.63) per kilometre as of May 1, 2022, sixty-six (.66) cents per kilometre as of May 7, 2023, and sixty-nine (.69) cents per kilometre as of May 6, 2024 on the basis of road kilometres travelled between the project and their residence. This shall be paid at commencement and termination of the job. The employee will receive this transportation allowance within forty-eight (48) hours after reporting on the jobsite. Transportation allowance will be paid only to those employees whose vehicles are being used for transportation. The transportation allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer, and no transportation allowance will be paid.
- (b) **Travel Time Allowance** - Time spent travelling to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day, in any one day. Travel time by automobile will be computed at an average of 80 kilometres per hour and shall be paid once only on commencement and termination of the job.
- (c) **Travel Board Allowance** – When a worker is required to travel to a construction site more than 160 kilometres from their residence the day before their first shift, they shall have a room supplied and be paid a board allowance.

The transportation allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer. Where the employer provided transportation, it shall be first class transportation.

Wrap Around

Each employee on a project shall receive a cheque for his travel allowance, (kilometres only) to and from the jobsite every forty (40) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

Lodging

On work at a construction site all employees residing beyond a 60 km radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven-day basis, for each day the employee is available for work provided he remains at the accommodation supplied.

Board

On work at a construction site all employees residing beyond a sixty (60) kilometre radius of the project shall receive suitable board without cost to the employee. In areas where commercial establishments are available the employer shall pay employees an allowance of sixty-one \$61.00 per day as of May 1, 2022, sixty-three (\$63.00), per day as of May 7, 2023, and sixty-five (\$65.00) dollars per day as of May 6, 2024 in lieu of board for each day the employee is available for work at the construction site. However, the employer may provide board if acceptable to the employee.

Should adverse weather conditions or overtime being worked prevent the employee from leaving the area of his employment for the 6th and 7th day, he shall then be paid board allowance for the seven (7) days.

An employee in receipt of Board Allowance beyond a 161 km direct traffic route from his residence shall be paid Board Allowance on a 7-day basis, provided he remains at the accommodation supplied.

Lodging

On work at a construction site all employees residing beyond a sixty (60) kilometre radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven-day basis, for each day the employee is available for work.

Combined Lodging and Board

On work at a construction site all employees residing beyond a sixty (60) kilometre radius of the project and by mutual agreement between employer and employee, one hundred and thirty-five (\$135.00) dollars per day as of May 1, 2022, and one hundred and forty (\$140.00) dollars per day as of May 6, 2024 may be substituted in place of receiving Lodging and Board or Board allowance for each day the employee is available for work.

Subject to the Union's right to determine a method of payment/compensation for room and board on a particular project. It is agreed that there will be no discrimination, included but not limited to discrimination with respect to layoffs, and/or order of layoffs based upon the member's choice concerning the payment/provisions of room and board.

Transfer

- (a) Contractors whose head office is located in the geographic area of Local Union 1669, shall be allowed to transfer to any job or project outside the city or town in which its head office is located, a maximum of three (3) regular employees and from then on one (1) regular employee for each employee hired from the area adjacent to the job or project, provided such employee is available.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Metatarsals

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner. Where it is unclear whether the owner requires the use of metatarsal footwear, the union and the Construction Association of Thunder Bay will meet and mutually determine whether this agreement will be in effect. This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Construction Association of Thunder Bay.

L.U. 1946

Carpenter

London

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$38.72	\$3.87	\$2.85	\$7.23	\$2.70	\$55.37	\$0.25
May 7/23	\$40.24	\$4.02	\$2.96	\$7.23	\$2.71	\$57.17	\$0.25
May 5/24	\$41.73	\$4.17	\$3.07	\$7.23	\$2.73	\$58.93	\$0.25

Employer Contributions	May 30/22	May 7/23	May 5/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.25	\$0.25	\$0.25
Local 1946 Training Fund	\$0.67	\$0.68	\$0.70
Local 1946 Building & Upgrading Fund	\$1.65	\$1.65	\$1.65
CDC North American Training Fund (ITC)	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.30	\$0.30	\$0.30
De Novo Contribution	\$0.02	\$0.02	\$0.02

Employee Deductions	May 30/22	May 7/23	May 5/24
Union Administration Fund (CDC)	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
CDC-ICI Union Dues	\$1.75	\$1.75	\$1.75
Local 1946 Administration Fund	\$0.87	\$0.88	\$0.90
De Novo Contribution	\$0.02	\$0.02	\$0.02
** Separate deduction line on pay stub			
Local 1946 Dues Bank	\$0.21	\$0.21	\$0.21

Foreman Differential: 12% of hourly rate

Leadhand Differential: 6% of hourly rate

Apprentices:	May 30/22	May 7/23	May 5/24
1 st Year (0-1800 hrs) 55% of journey person rate	\$21.30	\$22.13	\$22.95
2 nd Year (1801-3600 hrs) 60% of journey person rate	\$23.23	\$24.14	\$25.04
3 rd Year (3601-5400 hrs) 70% of journey person rate	\$27.10	\$28.17	\$29.21
4 th Year (5401-7200 hrs) 85% of journey person rate	\$32.91	\$34.20	\$35.47

**Health & Welfare contributions shall be made from the first day of employment for all apprentices.

** No pension contributions will be made for the first year apprentices. (first 1800 hours)

Foreman Ratio and Definition

Foreman means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman’s tools. He shall, when given such authority to, hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman Carpenter, Drywaller, Piledriver or Flooring Installer, dependent upon the work being done by the employees supervised. All foremen must be members of Local 1946 or carry a Local 1946 work permit. An Employer shall have the right to Name hire a Foreman. One (1) Foreman must be appointed to supervise the other employees when eight (8) or more journeymen and/or apprentice Carpenters are on the project and he shall be paid the foreman’s rate.

Lead Hand Definition

A lead hand is a worker designated by the Employer to give direction to a crew having 1 to 4 journeymen and/or apprentice Carpenters under his direction and he shall be paid Lead hand rate. All Lead hands must be members of Local 1946 or carry a Local 1946 work permit. An Employer shall have the right to Name hire a Lead hand.

On projects where no competent field supervision is provided by the Employer, one (1) employee will be designated Foreman or Lead hand to direct employees on the site.

Premium Pay

Employees working on water towers chimneys, stacks and pods forty (40) feet to one hundred (100) feet above ground level in an unprotected area shall receive thirty cents (.30) over the regular hourly rate, over one hundred (100) feet the rate will be fifty cents (.50) over the regular hourly rate.

Vacation and Statutory Holiday Pay:

Vacation and Statutory Holiday Pay will be paid on a weekly basis.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1 1/2x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/4x	2 x 10 min.	2 hrs.	1 hr.

Regular Working Hours

- (a) The regular working day shall consist of eight (8) hours' work between 8:00 a.m. and 4:30 p.m. with one-half ($\frac{1}{2}$) hour for lunch. Five (5) consecutive eight (8) hour working days shall constitute the regular working week beginning Monday and ending Friday of each week. When mutually agreed upon by both parties, the eight (8) hours of work specified may be varied between 7:00 a.m. and 4:30 p.m.
- (b) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above. Such overtime, if worked, shall be offered to the local employee and travelling employee on a fair and equitable voluntary acceptance basis and no employee shall be penalized for exercising his right to refuse overtime.
- (c) All work performed on Saturdays and Sundays shall be paid at the rate of double the regular rate of pay applicable to each employee.
- (d) In the event overtime is to be worked which will be approximately two (2) hours' duration or more, then a work-break period of ten (10) minutes will be provided before the start of such overtime.
- (e) In the event overtime is to be worked which will be in excess of three (3) hours' duration, then a lunch break period of one-half ($\frac{1}{2}$) hour will be provided on the employer's time and where practicable food will be made available.
- (f) On all buildings exceeding four storeys in height, the fourth floor shall be known as the starting point at the starting time, and the employee shall proceed promptly to his work from this point on the employer's time. On buildings less than four storeys, the employee shall be at his work at the starting time.

Shift Work

- (g) Shift work shall be worked when requested by the employer. It is agreed and understood that Shift Work shall be comprised of at least two separate working shifts in any one 24 hour period.
- (h) No employee shall be permitted to work more than one shift in any 24 hour period unless the overtime rate of double the regular rate of pay is paid. The termination of any three (3) shift schedules shall always be not later than 11:59 p.m. or as mutually agreed.
- (i) Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two shifts will be paid at the rate of one and one-quarter ($1\frac{1}{4}$) times the regular rate of pay.
- (j) When two shifts are worked, the day shift shall be from 8:00 a.m. to 4:30 p.m. at the regular rate of pay; the second shift shall commence at 4:30 p.m. and end at 1:00 a.m. The rate of pay for the second shift shall be $1\frac{1}{4}$ times the regular rate of pay.

- (k) All shift work between the hours of 12:00 a.m. Saturday morning and 11:59 p.m. Sunday evening shall be paid for at double the applicable shift rate of pay.
- (l) All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift period will commence at 12:01 a.m. Monday morning and the final shift period of the week must be completed not later than 11:59 p.m. Friday evening.

Each shift will be on the job for an eight (8) hour period, and all shifts will be paid for their lunch break of thirty (30) minutes, when three shifts are scheduled for work.
- (m) No employee transferred to shift work shall lose any actual working hours because of the transfer.

Irregular Working Hours

- (n) 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 and/or because the work required to be done is in occupied premises.
- (o) Any work performed outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at one and one-eighth (1 1/8) times the regular rate of pay unless approval is obtained from the authorized Carpenters representative prior to the commencement of the work.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Training Funds

The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction.

Travel Expense

- (a) In all cases where kilometrage is paid the most direct route measured from London City Hall (1946) as determined by Google Earth straight line utilized by both parties shall be used in calculating expenses. The Union and the Employer jointly shall determine at the beginning of the project where the actual work is being performed on the site for the purposes of determining kilometrage.
- (b) **Zone #1**
Any work project that is commenced in the counties of Elgin, Oxford and Middlesex shall have a forty (40) kilometre free zone drawn from the City Hall of London. All employees working in this Zone shall supply their own transportation to and from the project or work site unless otherwise stipulated in this Schedule.

- (c) **Zone #2**
Zone #2 shall be that area above the forty (40) kilometre radius of London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of **twenty-six dollars and fifty-two cents (\$26.52) per day.**
- (d) All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid Travel Expense at the rate of **fifty-seven cents (.57) per kilometre** travelled between work sites.
- (e) When requested, the Employer shall provide to employees working under the terms of this Collective Agreement, Revenue Canada Form T2200 Declaration of Employment, signed by the Employer.

Board Allowance

- (f) When Employees are required to board away from home overnight the employer agrees to pay for reasonable hotel accommodations and forty dollars (\$40.00) per night non taxable meal allowance. No worker shall be compelled to share a room. The Employer can arrange for a hotel room for the worker, if the worker is to pay for their own room, they must supply the employer with all receipts.
- (g) Employees required to work outside the jurisdiction of Local 1946 London, shall be paid kilometrage calculated at forty-two cents (.42) per kilometre from London City Hall and the same kilometrage when returning at the end of the project.
- (h) In the event the project as spelled out in (g) is one hundred and sixty-one (161) km. or more from London City Hall, employees shall receive a return trip, calculated at the kilometrage rate in (g) every thirty (30) days during the life of the project.
- (i) Employees working outside the jurisdiction of Local 1946 London, shall receive the Board allowance in the Agreement applicable to the area where the project is located.
- (j) Prior to commencing work on the site, the Employer only at the request of the Union shall provide a list of awarded subcontractors to the Union.

Apprentices

The parties agree to establish and jointly maintain a Local Apprenticeship Committee for Local Union 1946.

Hiring

When hiring, a request by the Employer for a named individual who is a member in good standing of the Local Union for at least 30 days shall not be unreasonably denied by the union, provided that at no time shall the number of newly hired named individuals employed at the jobsite exceed the number of those individuals referred by the Union not requested by the Employer.

Health & Welfare

Health & Welfare contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds as directed by the Trustees for such Funds.

Competitive Hardship Make-Up Time

When an employer is experiencing undue hardship on project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. No more than 2 extra hours per day may be worked to a total of 10 hours per day, and then double time would be applied. **Make-up time hours are agreed not to exceed eight hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ times for the first 4 hours and double time thereafter. Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$42.08	\$4.21	\$2.85	\$7.23	\$1.71	\$58.08	\$0.25
May 1/23	\$43.96	\$4.40	\$2.96	\$7.23	\$1.76	\$60.31	\$0.25
May 6/24	\$45.35	\$4.53	\$3.07	\$7.23	\$1.81	\$61.99	\$0.25

Employer Contributions

	May 30/22	May 1/23	May 6/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.25	\$0.25	\$0.25
Jrn Apprenticeship and Training Fund	\$0.60	\$0.65	\$0.70
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Carpenters Building & Promo Fund	\$1.05	\$1.05	\$1.05

Employee Deductions

	May 30/22	May 1/23	May 6/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
ICI Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local 2222 Goderich Dues	\$0.25	\$0.25	\$0.25

Foreman Differential:

12% of hourly rate

Lead Hand Differential

6% of hourly rate

Apprentices:

	May 30/22	May 1/23	May 6/24
1 st Term-50% (0-900 hrs.)	\$21.04	\$21.98	\$22.67
2 nd Term-60% (900-1800 hrs.)	\$25.25	\$26.38	\$27.21
3 rd Term-70% (1800-3600 hrs.)	\$29.46	\$30.77	\$31.74
4 th Term-80% (3600-5400 hrs.)	\$33.67	\$35.17	\$36.28
5 th Term-90% (5400-7200 hrs.)	\$37.87	\$39.57	\$40.81

*No pension contribution is to be made for the first 900 hours for a first year apprentice.

- (a) Apprentices shall serve a 900 hour probationary period at the discretion of the Joint Apprenticeship and Training Committee (JATC).
All apprentices will receive health and welfare contributions for all hours earned from the first day of employment.
- (b) Joint Apprenticeship and Training Committee (JATC)

Notwithstanding the provision of Article 17.03 of the Master Portion, discipline of all apprentices shall be at the discretion of the Joint Apprenticeship and Training Committee (JATC).

No Apprentice shall act in a Supervisory position.

Foreman Ratio and Definition

When the number of employees on a project reaches eight (8) or more journeymen carpenters, one shall be designated as a foreman and such designated foreman shall be supervisory only.

Lead Hand Definition

A lead hand is a worker designated by this employer, at the sole discretion of the Employer, to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. (Example: supervisor only, no lead hand, supervisor and foreman – lead hand allowed.)

Premium Pay

Employees working on water towers, chimneys, stacks, concrete silos or similar like structures, forty (40) feet to one hundred (100) feet above ground level shall receive thirty cents (.30) over the regular hourly rate, over one hundred (100) feet the rate will be fifty cents (.50) over the regular rate.

Metatarsals

Where an employee is required to wear metatarsal boots in order to perform the assigned work, the employer shall reimburse the employee for the cost of such boots up to \$200 (upon the presentation of a receipt if requested) but this requirement shall not apply if the employee has previously received such reimbursement in the prior 12 month period from any employer bound to this Collective Agreement. The Union will have the responsibility of tracking members who are entitled to the boot allowance.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday Pay shall be paid to employee on a weekly basis.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x to 1 st 2 hrs, 2x after	2x	2x	2 nd & 3 rd 1-¼x	2 x 10 min.	2 hrs.	1 hr.

Regular Working Hours

- (a) The regular working day shall consist of eight (8) hours' work between 8:00 a.m. and 4:30 p.m. with one-half ($\frac{1}{2}$) hour for lunch. Five (5) consecutive eight (8) hour working days shall constitute the regular working week beginning Monday and ending Friday of each week.
- (b) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above. One and one-half times the regular rate of pay to be paid for overtime work for the first 2 hours, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising his right.
- (c) For work required beyond 2 hours overtime Monday to Friday, members shall be [paid at double times the regular rates of pay.
- (d) All work performed on Saturdays and Sundays shall be paid at the rate of double the regular rate of pay applicable to each employee.
- (e) In the event overtime is to be worked which will be approximately two (2) hours' duration or more, then a work-break period of ten (10) minutes will be provided before the start of such overtime.
- (f) In the event overtime is to be worked which will be in excess of three (3) hours' duration, then a lunch break period of one-half ($\frac{1}{2}$) hour will be provided on the employer's time and where practicable, food will be made available. "Should the employer, for any reason fail to provide food the member shall receive \$20.00 (twenty) as a meal allowance"
- (g) On all buildings exceeding four storeys in height, the fourth floor shall be known as the starting point at the starting time, and the employee shall proceed promptly to his work from this point on the employer's time. On buildings less than four storeys, the employee shall be at his work at the starting time.

Shift Work

- (h) Shift work shall be worked when requested by the employer. It is agreed and understood that Shift Work shall be comprised of at least two separate working shifts in any one 24 hour period.
- (i) No employee shall be permitted to work more than one shift in any 24 hour period unless the overtime rate of double the regular rate of pay is paid. The termination of any three (3) shift schedules shall always be not later than 11:59 p.m. or as mutually agreed.
- (j) Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two shifts will be paid at the rate of one and one-quarter ($1\frac{1}{4}$) times the regular rate of pay.
- (k) When two shifts are worked, the day shift shall be from 8:00 a.m. to 4:30 p.m. at the regular rate of pay; the second shift shall commence at 4:30 p.m. and end at 1:00 a.m. The rate of pay for the second shift shall be $1\frac{1}{4}$ times the regular rate of pay.

- (l) All shift work between the hours of 12:00 a.m. Saturday morning and 11:59 p.m. Sunday evening shall be paid for at double the applicable shift rate of pay.
- (m) All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift period will commence at 12:01 a.m. Monday morning and the final shift period of the week must be completed not later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight hour period, and all shifts will be paid for their lunch break of thirty (30) minutes, when three shifts are scheduled for work.
- (n) No employee transferred to shift work shall lose any actual working hours because of the transfer.

Irregular Working Hours

- (o) Any work performed outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at one and one-eighth (1 1/8) times the regular rate of pay unless approval is obtained from the authorized Carpenters representative prior to the commencement of the work.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Travel Expense

(a) Zone #1

Any work project that is commenced in the counties of Huron, Perth, Bruce and Grey shall have a forty (40) km free zone drawn from the Town Hall of Goderich, Stratford and Owen Sound, unless otherwise stipulated in this schedule. Employees who live in the free zone around Goderich, Stratford and Owen Sound and are required to work on projects within that free zone shall not receive travel reimbursement.

All other employees that are required to work on the projects within the free zones of Goderich, Stratford and Owen Sound will receive travel reimbursement in accordance with Zone #2 travel expense.

(b) Zone #2

Zone #2 shall be that area between the forty (40) km and sixty (60) km radius of the City Halls in the cities and towns in (a) above. All employees performing any work in this Zone shall receive Travel Expense at the rate of thirty-five dollars and ninety-five cents (\$35.95) per day.

(c) Zone #3

Zone #3 shall be that area between the sixty (60) km and eighty (80) km radius of the City Halls in the cities and towns in (a) above. All employees performing any work in this Zone shall receive Travel

Expense at the rate of forty-three dollars and twenty cents (\$43.20) per day.

- (d) **Zone #4**
Zone #4 shall be that area between the eighty (80) km and one hundred (100) km radius of the City Halls in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of fifty-four dollars (\$54.00) per day.
- (e) **Zone #5**
Zone #5 shall be that area between the one hundred (100) km and one hundred and twenty (120) km radius of the City Halls in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of sixty-four dollars and eighty cents (\$64.80) per day.
- (f) All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid Travel Expense at the rate of forty-eight cents (.48) per kilometre travelled between work sites.
- (g) In all cases where kilometrage is paid the most direct route measured from City Hall of Goderich, Owen Sound and Stratford as determined by Google earth straight line utilized by both parties shall be used in calculating expenses. The Union and the Employer jointly shall determine at the beginning of the project where the actual work is being performed on the site for the purposes of determining kilometrage. It is understood however, that employees who live in the free zone around Goderich, Stratford and Owen Sound are required to work on projects within that former free zone and shall not receive travel reimbursement.

Summer Students

The Union agrees that the employer may engage summer students during the school vacation period between May 1st and September 30th of each year. The student shall be paid 50% of the journeyman's rate with no pension or health and welfare contributions and deductions. The student must obtain a permit from the local union before performing any bargaining unit work. The issuance of a permit will be at the sole discretion of the union.

Board Allowance

- (h) Board Allowance at the rate of one hundred and thirty dollars and twenty-one cents (\$130.21) per day effective May 1, 2015 shall be paid to employees when boarding away from home on jobs one hundred and twenty (120) km or more from the city halls in the cities and towns in (a) above. When employees report for work on out-of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.

- (i) If a holiday falls during a normal work week, Board Allowance shall be paid for that day providing the employee is available for the work shift prior to the holiday and the work shift following the holiday.
- (j) Employees required to work outside the jurisdiction of Local 2222 Goderich, shall be paid kilometrage calculated at forty-eight cents (.48) per kilometre from the employee's home local City Hall in the cities and towns in (a) above and the same kilometrage when returning at the end of the project.
- (k) In the event the project as spelled out in (j) is one hundred and sixty (160) km. or more from the employee's home local City Hall in the cities and towns in (a) above, employees shall receive a return trip (calculated at the kilometrage rate in (j) above) every thirty (30) days during the life of the project.
- (l) Employees working outside the jurisdiction of Goderich 2222, shall receive the Board Allowance as defined in (h) or the rate in the Agreement applicable to the area where the project is located whichever is highest.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.99	\$4.10	\$2.85	\$7.23	\$1.72	\$56.89	\$0.26
May 1/23	\$42.85	\$4.29	\$2.96	\$7.23	\$1.77	\$59.10	\$0.26
May 1/24	\$44.76	\$4.48	\$3.07	\$7.23	\$1.77	\$61.31	\$0.26
Jan 1/25	\$44.89	\$4.49	\$3.07	\$7.23	\$1.77	\$61.45	\$0.26

Employer Contributions	May 29/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.26	\$0.26	\$0.26	\$0.26
Training & Upgrading Fund	\$1.15	\$1.20	\$1.20	\$1.20
CDC North American Training	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.51	\$0.51	\$0.51	\$0.51

Employee Deductions	May 1/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union Check-off	\$1.25	\$1.25	\$1.25	\$1.25

Foreman Differential: 15% \$6.15 \$6.43 \$6.71 \$6.73

Sub-Foreman Differential: 10% \$4.10 \$4.29 \$4.48 \$4.49

Apprentices:	May 1/22	May 1/23	May 1/24	Jan 1/25
1-1800 hrs - 55% of journeyman rate	\$22.54	\$23.57	\$24.62	\$24.69
1801-3600 hrs - 65% of journeyman rate	\$26.64	\$27.85	\$29.09	\$29.18
3601-5400 hrs - 75% of journeyman rate	\$30.74	\$32.14	\$33.57	\$33.67
5401-7200 hrs - 85% of journeyman rate	\$34.84	\$36.42	\$36.05	\$38.16

No pension contributions will be made to apprentices for the first 700 hours of apprenticeship.

To receive the Journeyman rate of pay, the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the **Ministry of Labour, Training and Skills Development**. Notwithstanding the amount of hours worked, an apprentice shall receive the Journeyman's rate of pay on being issued a certificate of qualification as a certified tradesman from the Apprenticeship and Client Services Branch of the **Ministry of Labour, Training and Skills Development**.

No Apprentice shall act in a supervisory capacity.

Journeyman candidate to be on referral when dispatched from the Union.

T-2200

The employer shall provide, when applicable, a **CANADA REVENUE AGENCY FORM T-2200 “DECLARATION OF EMPLOYMENT”** to workers under the terms of the Collective Agreement.

Foreman Ratio and Definition

- (a) The term "Foreman" as used herein, is an employee who supervises a sub-foreman, a journeyman carpenter and apprentice, or any composite work force thereof. For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over more than seven (7) men. An employer shall have the right to name hire a foreman on condition that he remains a foreman until completion of the project.
- (b) The term "Sub-foreman" as used herein, is an employee who supervises a journeyman carpenter, an apprentice, or any composite work force thereof; however, the sub-foreman may work with the tools of the trade. For the purpose of this Agreement, sub-foreman is hereby defined as a carpenter having supervisory capacity over two (2) men and not over seven (7) men, who in addition to such supervisory capacity is also required to perform his regular duties as a carpenter with the use of tools and/or equipment.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Parking

When parking facilities are provided by the employer or client, employees will be allowed any excess over five (5) minutes for walking time.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x; 8 hrs. pay for 7¼ hrs work	2 x 10 min.	2 hrs.	1 hr.

Hours of Work - Day Shift

- (a) A regular working week consisting of not more than forty (40) hours of work, to be performed during the regular shift period, and a regular shift period consisting of not more than eight (8) hours of work to be performed on Monday to Friday inclusive of each week, (exclusive of vacation period and holidays), between the hours of 8:00 a.m. and 4:30 p.m. with one-half (½) hour for lunch.

Afternoon Shift

- (b) A regular working week, consisting of not more than thirty-five (35) hours of work each week (exclusive of vacation period and holidays), between the hours of 4:30 p.m. and 12:00 a.m. to be performed during the regular shift period, and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of 12:00 midnight, and with one-half (½) hour for lunch.

Night Shift

- (c) A regular working week consisting of not more than thirty-five (35) hours of work to be performed during the regular shift period, and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of each week, (exclusive of vacation period and holidays), between the hours of 12:01 a.m. and 7:31 a.m. with one-half (½) hour for lunch.
- (d) For the explicit purpose of a three (3) shift continuous operation, the hours of work for each shift shall be as follows:
 - Day Shift: between the hours of 8:00 a.m. to 4:30 p.m.
 - Afternoon Shift: between the hours of 4:30 p.m. to 12:15 a.m.
 - Night Shift: between the hours of 12:15 a.m. to 8:00 a.m.

Employees employed on the afternoon and night shift shall be paid at a minimum of eight (8) hours' pay for seven hours and 15 minutes work. All other conditions applicable in this Schedule shall apply.

- (e) Employees going to and returning from lunch to work to be performed on any of the aforementioned shifts, will do so on the employer's time, and on the job site.
- (f) The record of hours worked by any employee will be the responsibility of the foreman or other supervision.
- (g) Should any employer require employees to punch a time clock, deposit brass at a brass station, or use any other checkout system at termination of a shift, they shall do so on the employer's time.
- (h) Employees employed on the afternoon or night shifts shall be paid as a minimum at the rate of eight (8) hours' pay for seven (7) hours' work, or part shift at proportionate rates, and where applicable the provisions of overtime in this Schedule shall also govern the rate of pay.

- (i) Special circumstances on certain jobs or projects may make it necessary to vary the normal starting and quitting times of a shift. Starting and quitting times may, therefore, be varied by mutual consent, in writing, by the employer and the business manager of Local 2486.
- (j) Employees shall be allowed a minimum of five (5) minutes prior to quitting time to pick up and store their tools.
- (k) An employee who is called to work, either after leaving the job site or before the start of his next regular shift, shall be paid a minimum of two (2) hours' pay at twice the basic hourly Day Shift Rate.
- (l) On projects where a majority of the employees cannot commute home daily the regular work week shall consist of forty (40) hours per week. The regular working hours may be varied by mutual consent of the employer and Local 2486. Such mutual consent shall be confirmed in writing from Local 2486 with the seal of the Local Union affixed thereto.

Overtime Rates of Pay

If an employee does not work his or her regular work week as set out in the Provincial Collective Agreement he or she shall not be entitled to work any overtime unless previously agreed to with the Employer.

An employee will not be denied overtime where he is unable to work his or her regular work week for reasons which are beyond the employee's control. All overtime will be paid in accordance with Provincial Collective Agreement.

- (m) First two (2) hours worked after the end of an employee's regular working day or shift as provided for in (a) (b) (c) (d) on Monday to Friday inclusive will be paid at the rate of one and one-half (1½) times the rate established herein. All other overtime shall be paid at twice the established rate. All hours worked after a regular day or shift shall be considered overtime, until the employee is given a rest period of more than eight (8) consecutive hours.
- (n) All time worked by an employee between the hours of 12:01 a.m. Saturday to 12:01 a.m. Monday, shall be paid at the rate of double time (or twice the minimum basic shift rate applicable to the said employee).
- (o) If the afternoon or night shifts as set out in this Schedule are not worked by the employees for three (3) consecutive working days or more, then such work shall be considered overtime, and shall be paid for at the rate of double time (or twice the minimum basic shift rate applicable to said employee).
- (p) All overtime being worked under the terms of this Agreement shall be done on a voluntary basis only.
- (q) The Union Steward or Stewards of any job or project shall have the privilege of working on all overtime the employer performs on the job in which he was appointed Steward if he so desires, and if he is capable of doing the work.

- (r) An employee required to work overtime in excess of two (2) hours after his regular shift shall receive a 1/2 hour lunch period and receive a free lunch and hot beverage, and every four (4) hours thereafter; this lunch to be eaten on company time. Should the employer, for any reason, fail to supply, said lunch and a hot beverage provided for, the member shall receive in lieu thereof a minimum of \$32.00 as meal allowance.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Heavy Industrial Projects

The parties agree to participate in pretendering meetings to consider special problems created by scheduling work between building trades with different hours of work. Amendments to the regular hours of work shall be made in accordance with Article 28.

Article 11 - SCHEDULE "D"

ROOM AND BOARD, DAILY COMMUTING, TRAVEL TIME AND TRAVELLING ALLOWANCE

- (a) It is the purpose of this Article to provide for compensation in the form of payment for daily commuting and room and board which includes the payment of travel time and travelling allowance to those members of Local 2486 who qualify in accordance with this Article.
- (b) It is recognized and agreed that the geographic area of Local 2486 as described in Schedule "B" covers in whole or in part, the following seven (7) districts:
 - (i) District of Manitoulin
 - (ii) District of Temiskaming
 - (iii) District of Sudbury
 - (iv) District of Algoma
 - (v) District of Nipissing
 - (vi) District of Parry Sound
 - (vii) District of Cochrane
- (c) A list of unemployed members of Local 2486 shall be maintained for each district based on the members' eligibility for work in the district in conformity with the Hiring Hall Procedures of Local 2486.
- (d) Preference of employment shall be given to members registered in the district where the project is being performed. When the supply of carpenters from the district list becomes exhausted the Union will accept qualified applicants for membership from that area before referring to the employer carpenters whose employment will entail the payment of room and board and travelling costs. The Union will advise all employers working in a district when the list is exhausted.

- (e) Said applicants will be required to produce proof of six (6) months' residence in that district prior to the start of that project. They shall make application for membership in the United Brotherhood of Carpenters and Joiners of America, Local 2486 and finalize all arrangements for the payment of related monies requested by the Union before being referred to work on that project.
- (f) When carpenters from a district list are referred to a project within that district, the following shall apply.
 - (i) Zones extending to a radius of thirty (30) km have been established at the following locations:
 - * City of Sudbury Federal Building, Post Office, Elm and Lisgar Street;
 - * Elliot Lake Federal Building;
 - * Gore Bay Federal Building, Manitoulin;
 - * City of North Bay Federal Building, Worthington and Ferguson;
 - * Parry Sound Federal Building;
 - * Haileybury and Kirkland Lake Federal Building;
 - * City of Timmins Federal Building.

No daily commuting allowance will be paid on a job or project within these zones.

(ii) **Daily Commuting**

If the project is located beyond the thirty (30) km radius and within an eighty (80) km radius of any of the aforementioned zones, all members within the bargaining unit on the project shall be paid **sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024** per travelling road kilometre from the perimeter of a thirty (30) km radius of the zone centre to the job and return.

(iii) **Room and Board**

If the project is located more than eighty (80) km, but less than one hundred and sixty (160) km from a zone centre, the member referred from the district list shall have a room supplied which is mutually agreed upon by the employer and the union without cost to the employee. Also members shall be paid a board allowance of **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** five (5) days per week. If work is performed on a Saturday and/or Sunday, they shall be paid for these days on the basis of **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** per day as well as the room being provided by the employer. If the project is located more than one hundred and sixty (160) km from a zone centre, a member referred from a district list will be paid a board allowance of **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** as well as the applicable room being provided as above mentioned **per days worked or days on site. If there is a work stoppage and member is required to**

travel home and are called back to site they would receive a new trip in/out.

- (iv) If the project is one for which room and board provisions are applicable, each member shall be paid travel time and travelling allowance on the commencement and termination of each period of continuous employment. Travel time shall be based on seventy-five (75) km equals one (1) hour travel time at the regular rate of pay. Travel allowance shall be calculated at sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024 per travelled road kilometre from the zone centre to the project and return.
- (g) When a member is referred to a project after the district list for the district in which the project is located is exhausted, the following shall apply:

(i) **Room and Board**

If the project is located more than eighty (80) km but less than one hundred and sixty (160) km from the City of Sudbury Federal Building, members referred from a list other than the district list will have a room supplied which is mutually agreed upon by the employer and the union. Also the members shall be paid a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day, five (5) days per week. If work is performed on Saturday and/or Sunday they shall be paid for these days on the basis of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day as well as the room rate being provided by the employer.

If the project is located more than one hundred and sixty (160) kilometres from the City of Sudbury Federal Building, a member referred to the project from a list other than the district list shall receive a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day seven (7) days per week, as well as the applicable room being provided as mentioned above.

Where employers are required to provide the employees a room, the employee agrees that they shall be responsible for any damage, and for any costs associated with such damage, to that room unless the employee is able to provide a reasonable explanation, acceptable to the employer and the Union.

Combined room and board rates:

May 1, 2022 \$131.00 per day
May 1, 2023 \$136.00 per day
May 1, 2024 \$138.50 per day

On work at a construction site all employees residing more than 80 km radius of the project and by mutual agreement between employer, employee, and/or the Union combined room and board may be substituted in place of receiving employer supplied room and a daily board allowance for each day the employee is available to work.

Subject to the Union's right to determine a method of payment/compensation for room and board on a particular project.

It is agreed that there will be no discrimination, included but not limited to discrimination with respect to layoff, and/or the order of layoffs based upon the member's choice concerning the payment/provisions of room and board.

(ii) **Travel**

If the project is one to which room and board provisions are applicable members referred from a list other than the district list shall be paid a travel allowance and travelling time on the commencement and termination of each period of continuous employment. Travel allowance shall be calculated at sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024 per travelled road km from the City of Sudbury Federal Building to the project and return. Travel time shall be based on seventy-five (75) kilometres equal to one (1) hour travel time at the regular rate of pay.

A period of continuous employment shall not be deemed to be broken because an employee does not work on a Saturday or Sunday or Statutory Holidays or any other day or days substituted therefore.

- (h) There shall be no pro-rating of room and board allowance or daily commuting and travel time allowances. It is further agreed that a member shall not be required to pay more for accommodations which are being supplied by employer or owner than the amounts stipulated in this Agreement.
- (i) When an employee who is currently employed by an employer and may be transferred to report to work at another project outside the geographic zone center originally referred to, the employee shall receive a travel allowance and room and board in accordance with this article.
- (j) When a project is deemed a remote work site and workers are required to stay at the work site for the entire week, or where an owner requires change in work hours, workers will be required to work 10 hours per day Monday to Friday four (4) days per week at straight time. All other hours shall be paid as per the provincial collective agreement. Room and board will be paid only on days worked. The classification of a remote project shall be mutually agreed between the union and the association.

Metatarsals:

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the Union and the Sudbury Construction Association will meet and mutually determine whether this agreement shall be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Fund.

L.U. 2486

Carpenter

(Zone 2) Sault Ste. Marie

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.26	\$4.03	\$2.85	\$7.23	\$1.72	\$56.09	\$0.40
May 1/23	\$42.10	\$4.21	\$2.96	\$7.23	\$1.77	\$58.27	\$0.40
May 1/24	\$43.98	\$4.40	\$3.07	\$7.23	\$1.77	\$60.45	\$0.40
Jan 1/25	\$44.11	\$4.41	\$3.07	\$7.23	\$1.77	\$60.59	\$0.40

Employer Contributions

	May 1/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.40	\$0.40	\$0.40	\$0.40
Training, Upgrading & Promotion	\$1.15	\$1.20	\$1.20	\$1.20
CDC North American Training	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.51	\$0.51	\$0.51	\$0.51

Employee Deductions

	May 1/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$1.25	\$1.25	\$1.25	\$1.25

Foreman Differential: 15%

\$6.04	\$6.32	\$6.60	\$6.62
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Leader Differential: 10%

\$4.03	\$4.21	\$4.40	\$4.41
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Shift Differential

@ 1/7 x Hourly Rate

Foreman Ratio and Definition

Foreman means a journeyman in the carpentry trade who is a member of Local 2486. This employee will be designated by the employer to plan work and direct the working forces as to working procedures and co-ordinate the work to be performed. The employer shall designate a foreman when seven (7) or more journeymen or a combination of journeymen and apprentices are employed. The employer shall have the right to name hire one foreman or one leader on the condition that he/she remains a foreman or leader until the completion of the project.

Leader

Is hereby defined as a carpenter having some supervisory capacity over one (1) to six (6) workers (inclusive of the leader) who in addition to such supervisory capacity is also required to perform his regular duties as a carpenter with tools of the trade. The employer shall have the right to name

hire one leader or one foreman on the condition that he/she remains a foreman or leader until the completion of the project

Apprentices

- (a) The employer may employ apprentices on the ratios established by the Ontario Provincial Legislation, as amended or replaced. Notwithstanding the provisions of Article 17 of the Master Agreement, when an employer requests Carpenters from the Union pursuant to Article-5 Union Security, the union shall be entitled to refer apprentices to the employer sufficient to maintain the ratios as described in the Ontario Provincial Legislation.
- (b) Apprentices shall be subject to the rule established by the local J.A.C. as per Article 17.
- (c) Apprentices shall be paid at the rate of 55 percent of the journeyperson's rate. Such percentage shall be increased by increments of 10 percent for each of four periods of one thousand, seven hundred and fifty (1,750) hours to maximum of 85 percent.
- (d) Employers shall not be required to submit pension contributions for apprentices until they have completed their first 700 hours of pre-apprentice work.
- (e) No Apprentice shall act in a supervisory capacity. **Journeyman Candidates are not classified as Apprentices. Journeyman Candidate classification to be on referral when dispatched from the Union.**

Apprentices:	May 29/22	May 1/23	May 1/24	Jan 1/25
1-1800 hrs - 55% of journeyperson rate	\$22.14	\$23.16	\$24.19	\$24.26
1801-3600 hrs - 65% of journeyperson rate	\$26.17	\$27.37	\$28.59	\$28.67
3601-5400 hrs - 75% of journeyperson rate	\$30.20	\$31.58	\$32.99	\$33.08
5401-7200 hrs - 85% of journeyperson rate	\$34.22	\$35.79	\$37.38	\$37.49

Vacation Pay and Statutory Holiday Pay shall be paid weekly along with regular wages.

Premium Pay

- (a) Employees working forty (40) feet or more above ground level and /or engaged in all work related to the erection and dismantling of specialty systems scaffold and tube and clamp shall be paid thirty-one cents 0.31 May 1, 2022, thirty-two cents 0.32 May 1, 2023, thirty-three 0.33 May 1, 2024 more than their regular rate.

- (b) Employees working on hazardous crib work and bridge work extending out into the water or over, shall be paid **thirty-six cents 0.36 May 1, 2022, thirty-seven 0.37 May 1, 2023, thirty-eight 0.38 May 1, 2024** more than their regular rate.
- (c) Employees engaged in all work pertaining to Piling, Shoring, Bracing, Loading and Handling of pile, including all burning and welding, shall be paid **forty-one cents 0.41 May 1, 2022, forty-two 0.42 May 1, 2023, forty-four 0.44 May 1, 2024** per hour over their regular rate.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be between 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday inclusive, making a total of forty (40) hours per week. It is recognized that under unusual conditions the eight (8) hour shift may have to take place between the hours of 7:00 a.m. and 5:00 p.m. in which case notice will be given to the employees and the Union office before the end of the previous shift. Any work done outside of these hours shall be overtime. Such overtime shall be double the regular rate.
- (b) (i) When an employee works beyond his scheduled shift, he shall have a ten (10) minute refreshment break at the beginning of such overtime.
- (b) (ii) When an employee is required to work more than ten (10) hours without having been notified the previous shift, a hot lunch or meal shall be provided for him by the employer along with sufficient time to eat it; or he shall be paid eighty percent (80%) of the straight time rate in lieu of such meal.
- (c) Double time shall be paid for all work performed on Saturday and Sunday. Overtime rates shall apply to all hours worked between 12:01 a.m. Saturday and 12:01 a.m. Monday.
- (d) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up.

Overtime and Shift Work

- (e) When employees work a shift other than the day shift, those working on the second and third shift shall be paid a shift premium of one-seventh (1/7) of the regular hourly rate in excess of the regular or overtime rate.

For purposes of this Article, a shift may be of eight (8) working hours' duration, making a total of forty (40) hours per week.

- (f) The starting time of any shift may be altered provided notice will be given to the employees and the union office before the end of the previous shift.
- (g) Once in any calendar week, in order to accommodate shift changes, an employee may be scheduled to work two (2) shifts in a twenty-four (24) hour period provided there is an eight (8) hour break between shifts.
- (h) All overtime will be paid at double the regular rates.

Occupied Premises

Refer to Article 7.03 of the Master Portion for this information.

Security Clearances

Where an owner client stipulates that employees require a security clearance prior to entering a worksite, the Union shall dispatch only members who are eligible for, or have obtained such clearances. The employer agrees to reimburse or pay fees related to obtaining such clearances for workers who are approved, and or obtain an official receipt from the Union Hall.

ARTICLE 11 - TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

- (a) There shall be a free zone extending to a radius of thirty-two (32) kilometers from the Sault Ste. Marie Service Canada Post Office, located at 451 Queen St. E., Sault Ste. Marie, ON.
- (b) When and employee is required to travel to work beyond the free zone, within forty-eight (48) km of the City of Sault Ste. Marie, he shall receive a travelling allowance at the rate of sixty 0.60 May 1, 2022, sixty-three 0.63 May 1, 2023, sixty-six 0.66 May 1, 2024 cents per km each way in lieu of travelling time. In the event that the employer does not arrange suitable transportation and the employee is requested to take his own vehicle, the employee providing the vehicle will receive an additional sixty 0.60 May 1, 2022, sixty-three 0.63 May 1, 2023, sixty-six 0.66 May 1, 2024 cents per km. The number of kilometres in question will be based on the distance from the boundary of the free zone, to the jobsite. The employee should be at the jobsite at starting time and work his scheduled shift.
- (c) For projects located over forty-eight (48) km. beyond the limits of the City of Sault Ste. Marie, the Contractor shall have the sole option of either paying the travel allowance(s) as set out in (b) or room and board as set out in (d). If the Contractor chooses to pay room and board he and or she shall also pay the travel allowance(s) as set out in (b) to enable the employee to reach the jobsite and shall also pay his way home at the aforesaid rate(s) when the job has been completed. If the employee quits without good reason the return travel allowance(s) will not be paid.

For projects extending over two (2) months the Contractor shall pay for a trip home at the aforesaid rate(s) and again every two (2) months thereafter.

- (d) Accommodations on out of town projects will be supplied by the Contractor at the Contractors expense. Accommodations must be acceptable to the Union. Accommodations must be made available to the employee if they remain at the out of town location for statutory holidays or if they are sent off the jobsite due to conditions. The Contractor further agrees to pay fifty-eight \$58.00 May 1, 2022, sixty \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day as an allowance for board. Where suitable accommodations and board are provided by the owner client and are acceptable to the Union, employees shall be required to make use of them and shall not have the option of choosing accommodation and/or board allowance as above. Such board shall meet the requirements of the Canada Food Guide.
- (e) On projects located beyond 160 road kilometres from the amalgamated City of Sault Ste. Marie paragraph 11(d) shall apply on a 7 day basis if the employee remains at the accommodation for 7 days or if the accommodations must be paid for on a 7 day basis in order to have them available. All transportation allowance(s), travel time and meal/board shall be paid on the regular pay day and by separate cheque, showing appropriate itemization, at the end of the first week and each week thereafter. It is mutually agreed that when an employee lives within a radius of thirty-two (32) km, from the jobsite, he will be exempted from the provisions of (b), (c), and (d).
- (f) The employer agrees to provide, where applicable, a Canada Revenue Agency Form T2200 "Declaration of Conditions of Employment" when requested by an employee.

Association Administration Fund

Each employer bound by the terms of this Agreement and employing members of Local Union 2486 (Zone 2 – Sault Ste. Marie), shall contribute forty cents (.40) per hour for each hour earned under this Agreement, which includes the Ontario Construction Secretariat Contribution.

Such contribution shall be mailed with the Health and Welfare remittance to the administrator of the Health and Welfare. The administrator shall direct all such association funds to the Sault Ste. Marie Construction Association Labour Relations section.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

ACOUSTIC AND DRYWALL APPENDIX
to the
Agreement
by and between
THE CARPENTERS' EMPLOYER
BARGAINING AGENCY
(hereinafter called EBA)

and

THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,
United Brotherhood of Carpenters
and Joiners of America
(hereinafter called the Union)

As provided in Article 2 of the master portion of the Agreement, the EBA and the Union have agreed to apply the following provisions to employees who are members in Local Unions that are affiliated with The Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, (hereinafter called the Council).

In this Appendix, Association means the Acoustical Association of Ontario and/or the Interior Systems Contractors of Ontario.

ARTICLE 3 - RECOGNITION (Special Provision)

(This Special Provision is in addition to the provisions of Article 3 in the master portion of the Agreement.)

- (a) This Appendix on behalf of its own provisions and on behalf of the provisions in the master portion of the Agreement, extends their scope to be applicable to and effective throughout the Province of Ontario.
- (b) The provisions of this Appendix shall apply to and be binding upon employers engaged as Acoustic and Drywall Contractors.
- (c) The provisions of this Appendix shall apply to and be binding upon each of the affiliated Local Unions of the Council as listed in the Affiliated Local Union Schedule, as amended from time to time.

ARTICLE 4 - SUBCONTRACTING (Special Provision)

(This Special Provision shall replace Article 4 in the master portion of the Agreement.)

- (a) No employer shall subcontract the work of the Union under the provisions of Article 19 of this Appendix except to an employer bound by the provisions of this Appendix.
- (b) Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.
- (c) No member of an affiliated Local Union of this Council shall be permitted to undertake or contract any work covered by this Appendix unless, prior to the commencement of the work, he firstly satisfies the Union by delivering documentation confirming that he is in good standing with government regulatory authorities and is of sound financial ability, and having complied with these requirements he becomes signatory to the Collective Agreement.
- (d) **Construction Management** - Without restricting in any way the application of the subcontracting provision contained in Article 4(a) of this Appendix, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to this Article unless:
 - (i) the owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains bid(s) for such work from such contractor(s) without any involvement or participation by the Employer in the selection of such contractor(s) (except as to the validity of the bid(s) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement
 - (ii) the owner accepts bid(s) from contractor(s) not bound to this Agreement; and
 - (iii) the owner contracts or subcontracts directly with contractor(s) not bound to this Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.
- (e) Any failure to comply with Article 4(d) of this Agreement shall render the employer liable for damages equivalent to those for the breach of the subcontracting provision set forth in Article 4(a) above.
- (f) The employer shall advise the owner of the provisions of Articles 4(d) and 4(e) when undertaking the construction management service contract.
- (g) Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance

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

ARTICLE 5 - UNION SECURITY (Special Provision)

(This Special Provision shall replace Article 5 in the master portion of the Agreement.)

- (a) (i) The Union shall not permit its members to perform any work covered by this Agreement other than for a contractor bound by this Agreement or for companies targeted for organizing by the Union.
- (ii) The employer agrees to only employ members in good standing of the United Brotherhood of Carpenters and Joiners of America to perform all work, within Article 19 of this Appendix.
- (iii) If an employer is a partnership or corporation, not more than one member of the firm shall work with the tools. If an owner, partner, director or officer of a corporation performs work on the tools, he or she must be a member of the Union and must make the appropriate payments as required in Article 6 Schedule D of the relevant portion of the Collective Agreement for each hour of work performed. Such membership in the Union shall not be unreasonably denied.
- (b) All employees covered by this Appendix shall be hired through the offices of the affiliated Local Unions. However, it is agreed that the employer may recall former employees who have worked for the employer within the last six months prior to recall through the affiliated Local Union office, provided the employee is unemployed and registered at the affiliated Local Union office on the date of recall. All employees before commencing work, must obtain a Referral Slip, from the affiliated Local Union or District Council. Such referral slip may be forwarded and/or obtained by facsimile or electronic method.
- (c) Notwithstanding the provisions of Section (b) the employer may transfer the first two key men from one geographical area to a project located in the geographical area of another affiliated Local Union. The next two (2) employees shall be hired from the affiliated Local Union and thereafter one employee from outside the geographical area and one from the affiliated Local Union area, to a maximum of a twelve man crew. An employee who is transferred from one area to another shall be paid the

total wage package in the area from which he was transferred or the total wage package in the area to which he was transferred whichever package is the greater. This twelve man crew is defined as six men from outside the geographical area and six men from the affiliated Local Union's area. If the affiliated Local Union in the other area cannot supply sufficient competent workmen, additional employees may be transferred as agreed upon between the employer and the affiliated Local Union in the other area. It is understood that, if the Local Union or District Council is unable to provide the required competent workmen within two (2) working days, the employer is free to hire such manpower as is available, but such manpower shall, as a condition of employment before commencing work, apply to the affiliated Local Union having jurisdiction for the job or project where said manpower is working, and shall comply with all the applicable union regulations for membership therein.

- (d) Where a project is located in a jurisdictional area other than that where the main business office of the employer is located, and where the project shall only require two men to complete, the employer must hire at least one of the men from the other affiliated Local Union. If the employer fails to hire as required by this provision, he shall pay as liquidated damages to the Local Union an amount equal to what should have been paid to the local member had this provision been complied with. Prior to commencing a project the employer shall notify the affiliated Local Union or the District Council as to whether the project shall require two, or more than two men to complete. Where an employer notifies the Local Union or District Council that the project shall require more than two employees to complete, but does not hire a local member, the employer shall pay to the Local Union or District Council as liquidated damages an amount equal to one-half of what the employer paid his two employees to complete the project. If the Ontario Labour Relations Board or a Board of Arbitration awards damages as specified in this Article, then it shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the grievance, including but not limited to all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and business representatives, conduct money, costs incurred in serving summonses, and any expenses incurred by the Union pursuant to section 133(16) or otherwise for the Board of Arbitration.
- (e) Where a project is located in the area which has no affiliated Local Union, the employer may transfer any number of employees, who are members of the United Brotherhood of Carpenters and Joiners of America, to the project.
- (f) All employees from other jurisdictions shall report to the affiliated Local Union office in which the job is located before proceeding to work.

- (g) The employer shall lay off in reverse order of hiring as stipulated in Article 5 subsection (c).
- (h) No person shall be refused employment or Union membership because of his/her sex, race, colour, creed, age or national origin.
- (i) The parties agree to accommodate members of the Canadian Forces Reserves when their responsibilities to the Reserves overlap with their working hours. Additionally, upon completion of the Reservist's military responsibilities, the worker will be the first employee rehired by the original employer when a dispatch request has been made by said employer.

ARTICLE 6 - WAGES AND METHOD OF PAYMENT

- (a) Articles 6.01 to and including 6.07 of the master portion of this Agreement shall apply equally to this Appendix.
- (b) The following wage rate schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- (a) The following hours of work schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.
- (b) **Make-Up Time:** On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working an additional two hours per day Monday through Friday or up to eight hours on Saturday at straight time rates up to the total hours of lost time to a maximum of forty hours, **or the maximum straight-time hours of the geographically applicable Local Union**, total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from 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.
- (c) **Reporting Pay (Inclement Weather):** When an employee reports to work as usual but is unable to commence work because of inclement weather, he shall be given two (2) hour's pay plus any applicable travel allowance for reporting on the job, provided however that the employee remains on the job. If the Employer advises an employee that he may leave the job, the Employee shall be paid the hours of pay and applicable travel allowance as aforesaid.

- (d) The starting and quitting times may be varied by agreement between the Employer and the local union.

ARTICLE 11 - COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE, LODGING

- (a) The following travel schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

ARTICLE 13 - SHELTER AND TOOL LOCK-UP

(Special Provision)

(This Special Provision shall replace Article 13 in the master portion of the Agreement.)

- (a) The employer shall provide a proper and adequate tool lock-up for the storage of the employee's tools.
- (b) Provided the employee makes a claim in writing within forty-eight (48) hours from the date of loss, the Employer agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire, industrial mishap or burglary by the employee who must provide substantiating evidence to establish the loss from the designated locked storage. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$1,100.00. The employer's liability shall not exceed \$330.00 for clothing.

ARTICLE 14 - BUSINESS REPRESENTATIVE AND STEWARD (Special Provision)

(This Special Provision shall replace Article 14.02 in the master portion of the Agreement.)

- (a) The Employer acknowledges the right of the union to elect or appoint stewards and the Employer agrees to recognize such stewards. The union undertakes to keep the Employer informed of such appointments in writing. No discrimination shall be shown against a steward for carrying out his duty, but in no case shall his duties interfere with the general progress of the work. The steward shall be a qualified journeyman and if possible, one in possession of a Safety Certificate from the Construction Safety Association of Ontario.
- (b) The steward's first duty is to do the work required to be performed by him for the contractor. He shall, however, be responsible for administering this Agreement, safeguard the interest of the Union on the job site and reporting any infraction thereof to the contractor's foreman and the Union. He shall be allowed to keep a report of the workers hired, also laid off or

discharged. The steward shall be permitted to carry out his duties during working hours without loss of pay.

- (c) The steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to hospital or home without loss of time.
- (d) The steward shall be one of the last two (2) employees on the job provided he is qualified to perform the available work. In the event the job is temporarily closed down to the extent that no employees are working, on re-opening the job, the steward shall be one of the first two (2) employees to be recalled. A steward shall not unreasonably be excluded from a crew for overtime work, provided he is willing and capable of performing the available work.
- (e) The steward will not be transferred to another project of the employer unless by mutual consent of the parties involved.

ARTICLE 16 - GENERAL WORKING CONDITIONS

(Special Provision)

(This Special Provision is in addition to the provisions of Article 16 in the master portion of the Agreement.)

- (a) Tool List: Each employee shall provide, and bring to each job, the following kit of tools:
1 **Tool Box/Tool Bag**, 1 pair of Wiss Snips, 1 Chalk Line, 1 Gypsum Knife, 1 HandDrywall Saw, 1 Key-Hole Saw, 2 Pair Nippers or Wire Benders, 1 24" Spirit Level, 1 48" Spirit Level, 1 Gyproc Axe, 1 Screw Gun and 1 25-Foot Tape, 1-100' Extension Cord, 1 Framing Square and 1 T-square, Palm Laser.
- (b) The employer will temporarily replace, for a period of one week at no cost to the employee, the employee's screw gun that is being repaired at the employee's own expense.
Apprentices will be required to supply their own screw gun after one year of apprenticeship.
- (c) Provided that if the employee reports to the project for work without the proper tools to perform the work he shall not be entitled to reporting allowance.
- (d) 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. Employees will not be responsible for tools stolen or damaged by circumstances beyond the employee's control.
- (e) The employer shall supply heavy duty screw guns which are required in the installation of light weight exterior component systems, and the installation of metal studs or track 20 gauge or heavier.

- (f) **Health & Safety** – All employees to have available at all times the, “Personal Health and Safety Record” booklet provided to all employees by the Union and such booklet shall be maintained and updated for viewing by the employer.
- (g) 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.
- (h) No personal communication devices such as cell phones, Blackberries, ipods and/or similar devices shall be used on the job site during working hours.

ARTICLE 17 - APPRENTICES
(Special Provision)

(This Special Provision is the Apprenticeship Advisory Committee referred to in Article 17.02 in the master portion of the Agreement.)

- (a) To assure the Industry of an adequate supply of properly trained and skilled mechanics there shall be a Joint Training and Apprenticeship Committee to which the Association and the Council shall each appoint three representatives.
- (b) This committee shall be responsible for:
 - (i) an apprenticeship program under which the Local Apprenticeship standard shall be administered and also co-ordinated with the **Building Opportunities in the Skilled Trades Act, 2021** and Amendments thereto; and
 - (ii) a Journeyman Training Program under which advance training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.
- (c) This Committee shall meet as required. Four members of the Committee shall constitute a quorum except that where, at the request of either Chairman of the respective parties’ Committees, a special summoned meeting is called, two representatives of each party shall constitute a quorum.
- (d) The Employer agrees that all apprentices shall be provided with the opportunity to advance their skills and abilities in all aspects of the trade, whenever possible.
- (e) Apprentices must successfully complete the final examination for a Certificate of Qualification as a Journeyman within six (6) months of completion of their fifty-four hundred (5400) hour term of apprenticeship or their membership in the union may be revoked.
- (f) No pension contributions will be made for the first term apprentices (First 1800 hours)

- (g) Health and Welfare Contributions shall be made from the first day of employment for all apprentices.

ARTICLE 17.05 (Special Provision)

(This Special Provision replaces Article 17.05 of the master portion of the Agreement.)

When hiring the Employer agrees to hire and employ a drywall and acoustic apprentice at the Union's request, but in no event shall the employer be required to employ more than a ratio of one (1) apprentice to four (4) journeymen, unless by mutual consent between the Union and the employer. On the first day of employment, the apprentice must provide to the Employer, prior to commencing work, a copy of the "Apprentice Contract" entered into with the **Ministry of Labour, Immigration, Training and Skills Development**.

The rate of wages for apprentices shall be in accordance with the wage schedules.

A record book showing which employer the apprentice has worked for, the type of work performed, and the amount of hours worked shall at all times be kept by the apprentice and signed by each employer for inspection by any perspective employer.

1 st Term	55%	(0-1800 hours)	1800
2 nd Term	60%	(1801-2700 hours)	900
3 rd term	70%	(2701-3600 hours)	900
4 th Term	80%	(3601-4500 hours)	900
5 th Term	85%	4501-5400 hours)	900
Total			5400

**NO APPRENTICE SHALL ACT
IN A SUPERVISORY CAPACITY**

All apprentices must attend and complete a trade school program for the Drywall and Acoustic trade. The employer agrees to terminate the employment of any apprentice who does not attend full-time courses at the said school when required or does not complete the said courses upon notification by the Union. Upon completion of the trade school program the employer for whom the apprentice worked immediately prior to attending school shall re-employ the said apprentice provided that work is available. If no work is available and the apprentice is still unemployed he shall be the first employee referred from the Union Hall when the employer is requesting additional manpower.

In order to receive full Journeyman's rate an Apprentice must be able to provide a Certificate from a qualified apprenticeship or Training School verifying that the Apprentice has completed the program.

Any new membership applicant who is unable to pass the Industry Test and is unable to satisfy the employer and/or Union that he has completed an accepted Apprenticeship Training Course will be classified by the Union or the Local Joint Apprenticeship Committee, and his rate of pay shall be in accordance with the Schedule of Wages as set out in Article 17.05 of the Acoustic and Drywall Appendix.

This Article will not apply to transfer card members who are journeymen with the United Brotherhood of Carpenters and Joiners of America.

Pre-Apprentice

- (a) The Union agrees that the Employer may engage individuals designated as Pre-Apprentices. These Pre-Apprentices may be issued permits to work by the Local before performing any bargaining unit work. These work permits shall be valid for a period not exceeding ninety (90) calendar days or four hundred and fifty (450) hours and are intended to provide the Employer with the opportunity to evaluate the aptitude and attitude of the Pre-Apprentice. To this end, the Employer agrees to use ninety calendar days evaluation to objectively examine the performance of the Pre-Apprentice, and to complete and remit any Evaluation Form provided by the Union to the Local Union or Local Apprenticeship Committee. It is understood that during the 90 calendar day period or four hundred and fifty hours, the Local Union and Employer Association will determine what employee or employer contributions are to be made for the Pre-Apprentice.
- (b) Should the Employer be satisfied with the performance of the Pre-Apprentice at any time before or at the termination of the ninety calendar day evaluation period, the Employer may direct the Pre-Apprentice to the Local to enlist as a First Year Apprentice. Should the Employer be dissatisfied with the performance of the Pre-Apprentice at any time before the termination of the ninety calendar day evaluation period, the Employer shall inform the Union of the cancellation of the work permit. The issuing of a permit shall be at the sole discretion of the Union.
- (c) At no time shall a work permit be extended beyond the ninety calendar day evaluation period.

ARTICLE 19 - WORK JURISDICTION

(Special Provision)

- (a) The employer recognizes the trade jurisdiction of the Council and agrees to assign work of such jurisdiction to the employees covered by this Appendix. For purposes of the Acoustic and Drywall trade, the trade jurisdiction of the Council shall consist of, but shall not be limited to the following:

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 ceilings, ceiling heat panels, all radiant ceiling heat fill, all main tees, cross tees, splines, splays, wall and ceiling 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's, fire-blocking, resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, moulding, base and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and thermal insulation materials; the installation of fixture attachments including all layout work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, tying, and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels, backing boards, 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. Demolition work and dismantling of all re-usable material pertaining to the acoustic and drywall work jurisdiction shall be performed by employees covered by this Appendix.

- (b) The installation of all pre-built, either on-site, or off-site, light weight exterior component systems, such as but not limited to, EIFS Systems

including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work.

- (c) No limitation shall be placed on the work covered by this trade jurisdiction by reason of the surface of texture or purpose for which the material described herein is used, designed or intended.
- (d) The trade jurisdiction includes the handling, and clean up, of all the 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.
- (e) In geographic areas where members of the Carpenters Union have traditionally performed taping, the fireproofing of beams, columns and chase including fire caulking, the Employer shall recognize such jurisdiction and assign such work to employees covered by this Appendix.

ARTICLE 20 – OCCUPIED PREMISES

(Special Provision)

- (a) The rate of pay for occupied premises work outside the regular working day shall be at regular straight time rates for a period not to exceed eight (8) hours per day. Before the work is started, the Employer shall notify the Union, via correspondence, that the work is to commence.

ARTICLE 21 – ARBITRATION

Private Arbitration Protocol

In the alternative to referring the matter to the OLRB under section 133, the Union may refer a grievance to one of the arbitrators listed on the schedule "A" attached hereto for final and binding determination pursuant to the following protocol:

- i) 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.
- ii) 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 and the Interior Systems Contractors Association and Acoustical Association of Ontario with the Notice.
- iii) 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.
- iv) 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 in ii)

above, and the provisions of iii) above apply to such service. 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.

- v) Counsel, if retained by the party, must be able to accommodate the hearing schedule set by the Arbitrator.
- vi) 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.
- vii) The Arbitrators for purposes of this arbitration process shall be the persons listed in Schedule "A" hereto. If any of these arbitrators are unable to or unwilling to act, the parties shall meet and agree on other arbitrators in substitution for them.
- viii) 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 by 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 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.
- ix) 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 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 shall be paid to each trust fund on a 50/50 basis.

Schedule "A" referred to above in vii) can be obtained from the offices of Local 675, ISCA or AAO.

Affiliated Local Union Schedule

The affiliated Local Unions of the Carpenters' District Council of Ontario for the purposes of this appendix are:

Local Unions: 18, 249, 397, 494, 675, 785, 1256, 1946, 1669, 2041, 2486, of the United Brotherhood of Carpenters and Joiners of America.

L.U. 18

Acoustic/Drywall
Article 6 - SCHEDULE D

Hamilton (Zone 1)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$42.91	\$4.29	\$3.00	\$7.25	\$2.80	\$60.25	\$0.30
May 7/23	\$44.55	\$4.45	\$3.00	\$7.45	\$2.80	\$62.25	\$0.30
May 5/24	\$46.18	\$4.62	\$3.00	\$7.65	\$2.80	\$64.25	\$0.30
Jan 5/25	\$46.55	\$4.65	\$3.00	\$7.65	\$2.80	\$64.65	\$0.30

Employer Contributions	May 29/22	May 7/23	May 5/24	Jan 1/25
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30	\$0.30
Training & Upgrading Fund (includes Carpenters' District Council of Ontario Training Trust Fund)	\$1.05	\$1.05	\$1.05	\$1.05
CDC Fund	\$1.75	\$1.75	\$1.75	\$1.75
Employee Deductions	May 29/22	May 7/23	May 5/24	Jan 1/25
Union Administration Fund - (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$0.56	\$0.56	\$0.56	\$0.56
Foreman Differential:	15%	15%	15%	15%
Lead Hand:	5%	5%	5%	5%

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

Apprentices:	May 9/22	May 7/24	May 5/24	Jan 1/25
Pre-Apprentice - 55% of journeyperson rate	\$23.60	\$24.50	\$25.40	\$25.60
1 st Term - 55% of journeyperson rate (0-1800 hrs)	\$23.60	\$24.50	\$25.40	\$25.60
2 nd Term - 60% of journeyperson rate (1801-2700 hrs)	\$25.75	\$26.73	\$27.71	\$27.93
3 rd Term - 70% of journeyperson rate (2701-3600 hrs)	\$30.04	\$31.19	\$32.33	\$32.59
4 th Term - 80% of journeyperson rate (3601-4500 hrs)	\$34.33	\$35.64	\$36.94	\$37.24
5 th Term - 85% of journeyperson rate (4501-5400 hrs)	\$36.47	\$37.87	\$39.25	\$39.57

Apprentices shall serve a 180 day (900 hour) probationary period.

All apprentices will receive health and welfare contributions for all hours earned from the first day of employment. Prior to advancing to a Level 1 drywall-acoustic apprentice status, the apprentice must have a successful probation

report, be a registered apprentice with the Ministry of Labour, Immigration, Training and Skills Development and Local 18's Apprenticeship Committee. No pension contributions will be paid for 1st term apprentices or the equivalent of 1800 hours. Pension contributions will be paid for all 2nd term apprentices and above, on all hours earned.

Foreman Ratio and Definition

Foreman means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman's tools. He shall, when given such authority to hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, drywaller, piledriver, floor installer) dependent upon the work being done by the employees supervised.

When eight (8) or more journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid the foreman's rate. This arrangement is not required when there is a card carrying United Brotherhood of Carpenters and Joiners of America superintendent in charge of the project.

All foremen must be members of Local 18 or carry a Local 18 work permit.

Lead Hand Ratio and Definition

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m. The normal starting and quitting times may be varied, by agreement between the Employer and the Union.
- (c) A ½ hour unpaid lunch break must be taken at no cost to the employer. "Benefits" includes employer contributions and employee deductions. When employees are required to work a shift other than the dayshift, the

shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium on benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.

- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 8:30 a.m.	- Night Shift
8:00 a.m. to 4:30 p.m.	- Day Shift
3:30 p.m. to 11:59 p.m.	- Afternoon Shift

- (g) All work during the first two (2) hours after the end of the regular working day as provided for in (b), on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a non-alcoholic beverage shall be provided at no loss of time to him. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) No work shall be performed on Labour Day except in case of emergency.
- (j) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the employer.
- (k) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the employees (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (l) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

- (m) The employer is not obligated to schedule overtime work for any employee who has not completed the regular work week without reasonable cause. The union and the Employer agree to continue to work together to ensure all employees are aware of the importance of working all schedule hours, whenever possible.
- (n) No personal communication devices, including cell phones, i-pods, ear buds/video devices and similar devices, shall be used on the job during work hours, unless authorized by the Employer. This article does not prohibit the use of hearing aids. Cell phones may be used by duly appointed shop stewards when dealing with union issues.

ARTICLE 9 - TRAINING FUND

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each member will be given WHMIS, Working at Height and Confined Space training courses, provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the passport booklet or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employee's to attend training and upgrading programs offered by the Union.
- e) The Union and the contractors agree to try and meet on a regular basis to discuss the industry, training and development to establish and maintain a good working relationship and to discuss other issues pertaining to our specific area.

ARTICLE 11 - ZONES AND MILEAGE

- (a) The following is defined as the Metropolitan Area for the purpose of this Agreement:
The area bounded by a line drawn from the south shore of Lake Ontario in a southerly direction on No. 50 side road (west of Winona) to No. 20 Highway, westerly on No. 20 Highway to No. 53 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52 Highway to No. 5 Highway, easterly on No. 5 Highway to the Burlington-Oakville town line, and southerly on the said town line to Lake Ontario.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) above, he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way effective May 1, 2012. The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.
- (c) When men are conveyed from point to point by truck, cover will be provided during cold and inclement weather.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. **No more than 2 extra hours per weekday may be worked at straight time rates to a total of 10 hrs per day. Any additional hours will be paid for at double time. Make-up time hours are agreed not to exceed 8 hours per week. Make-up time if needed on a Saturday will be paid at straight time rates for the first 4 hours and 1 ½ times thereafter, unless make-up hours have been worked during the week in which case only the balance remaining may be worked at straight time.** The Union feels that this will attract members to work but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

Room and Board Allowance

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

L.U. 18

Acoustic/Drywall
Article 6 - SCHEDULE D

Niagara (Zone 2)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$42.91	\$4.29	\$3.00	\$7.25	\$2.80	\$60.25	\$0.30
May 7/23	\$44.55	\$4.45	\$3.00	\$7.45	\$2.80	\$62.25	\$0.30
May 5/24	\$46.18	\$4.62	\$3.00	\$7.65	\$2.80	\$64.25	\$0.30
Jan 1/25	\$46.55	\$4.65	\$3.00	\$7.65	\$2.80	\$64.65	\$0.30

Employer Contributions	May 29/22	May 7/23	May 5/24	Jan 1/25
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30	\$0.30
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$1.05	\$1.05	\$1.05	\$1.05
CDC Fund	\$1.75	\$1.75	\$1.75	\$1.75
Employee Deductions	May 29/22	May 7/23	May 5/24	Jan 1/25
Union Administration Fund - (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$0.56	\$0.56	\$0.56	\$0.56
Foreman Differential:	15%	15%	15%	15%
Lead Hand:	5%	5%	5%	5%

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

Apprentices:	May 29/22	May 7/23	May 5/24	Jan 1/25
Pre-Apprentice - 55% of journeyperson rate	\$23.60	\$24.50	\$25.40	\$25.60
1 st Term - 55% of journeyperson rate (0-1800 hrs)	\$23.60	\$24.50	\$25.40	\$25.60
2 nd Term - 60% of journeyperson rate (1801-2700 hrs)	\$25.75	\$26.73	\$27.71	\$27.93
3 rd Term - 70% of journeyperson rate (2701-3600 hrs)	\$30.04	\$31.19	\$32.33	\$32.59
4 th Term - 80% of journeyperson rate (3601-4500 hrs)	\$34.33	\$35.64	\$36.94	\$37.24
5 th Term - 85% of journeyperson rate (4501-5400 hrs)	\$36.47	\$37.87	\$39.25	\$39.57

Apprentices shall serve a 180 day (900 hour) probationary period.

All apprentices will receive health and welfare contributions for all hours earned from the first day of employment. Prior to advancing to a Level 1 drywall-

acoustic apprentice status, the apprentice must have a successful probation report, be a registered apprentice with the **Ministry of Labour, Immigration, Training and Skills Development** and Local 18's Apprenticeship Committee. No pension contributions will be paid for 1st term apprentices or the equivalent of 1800 hours. Pension contributions will be paid for all 2nd term apprentices and above, on all hours earned.

Foreman Ratio and Definition

“Foreman” means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman’s tools. He shall, when given such authority to hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, drywaller, piledriver, floor installer) dependent upon the work being done by the employees supervised.

When eight (8) or more journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid the foreman’s rate. This arrangement is not required when there is a card carrying United Brotherhood Carpenters and Joiners of America superintendent in charge of the project.

All foremen must be members of Local 18 or carry a Local 18 work permit.

Lead Hand Ratio and Definition

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. (Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday And Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m. **The normal starting and quitting times may be varied, by agreement between the Employer and the Union.**

- (c) A ½ hour unpaid lunch break must be taken at no cost to the employer. “Benefits” includes employer contributions and employee deductions. When employees are required to work a shift other than the dayshift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium on benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.
- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 8:30 a.m.	- Night Shift
8:00 a.m. to 4:30 p.m.	- Day Shift
3:30 p.m. to 11:59 p.m.	- Afternoon Shift

- (g) All work during the first two (2) hours after the end of the regular working day as provided for in (b), on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a non-alcoholic beverage shall be provided at no loss of time to him. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) No work shall be performed on Labour Day except in case of emergency.
- (j) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the employer.
- (k) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the

employees (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.

- (l) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.
- (m) The employer is not obligated to schedule overtime work for any employee who has not completed the regular work week without reasonable cause. The union and the Employer agree to continue to work together to ensure all employees are aware of the importance of working all schedule hours, whenever possible.
- (n) No personal communication devices, including cell phones, i-pods, ear buds/video devices and similar devices, shall be used on the job during work hours, unless authorized by the Employer. This article does not prohibit the use of hearing aids. Cell phones may be used by duly appointed shop stewards when dealing with union issues.

ARTICLE 9 - TRAINING FUND

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each apprentice will be WHMIS, Working at Heights and Confined Spaces training courses, provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the passport booklet or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employee's to attend training and upgrading programs offered by the Union.
- e) The Union and the contractors agree to try and meet on a regular basis to discuss the industry, training and development to establish

and maintain a good working relationship and to discuss other issues pertaining to our specific area.

ARTICLE 11 - ZONES AND MILEAGE

- (a) The following is defined as the Metropolitan Area for the purposes of this agreement where travel monies are not applicable.
The area north of a boundary line drawn from the west shore of the Niagara River in a westerly direction on Townline Road (south of Black Creek) to Hwy. 25. Westerly on Hwy 25 to Canal Bank St (Welland). South on Canal Bank St to Hwy 23 (Dain City). West on Hwy 23 to Hwy 24 (Chambers Corners) then north on Hwy. 24 to Hwy. 20, west on Hwy. 20 to Hwy. 14 to the boundary line of Local 18 Hamilton Zone #1.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (b) he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way May 1, 2012. The number of kilometres in question will be based on the distance from the boundary line in the Metropolitan Area to the jobsite.
- (c) When employees are required to report to a different job on the following day, they shall be notified before quitting time, otherwise the employer will arrange to obtain the employees' tools and provide transportation to the new jobsite.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. No more than 2 extra hours per weekday may be worked at straight time rates to a total of 10 hrs per day. Any additional hours will be paid for at double time. Make-up time hours are agreed not to exceed 8 hours per week. Make-up time if needed on a Saturday will be paid at straight time rates for the first 4 hours and 1 ½ times thereafter, unless make-up hours have been worked during the week in which case only the balance remaining may be worked at straight time.

The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

Room and Board Allowance

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

L.U. 249

**Acoustic/Drywall
Article 6 - SCHEDULE D**

Kingston (Zone 1)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$43.20	\$4.32	\$2.85	\$7.23	\$2.36	\$59.96	\$0.30
May 1/23	\$44.96	\$4.50	\$2.96	\$7.23	\$2.41	\$62.06	\$0.30
May 1/24	\$46.91	\$4.69	\$3.07	\$7.23	\$2.46	\$64.36	\$0.30

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund (including Ont. Construction Secretariat Fund)	\$0.30	\$0.30	\$0.30
Union and Apprenticeship Training Fund	\$0.80	\$0.80	\$0.80
CDC American Training Fund	\$0.06	\$0.06	\$0.06
Promotion Fund	\$0.45	\$0.45	\$0.45
Building Fund	\$0.65	\$0.70	\$0.75
Local Administration Fund	\$0.40	\$0.40	\$0.40

Employee Deductions	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75

Foreman Differential: 15% (of hourly Rate) \$6.48 \$6.74 \$7.04

Apprentices:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs) 55% of journeyperson rate	\$23.76	\$24.73	\$25.80
2 nd Term (1801-2700 hrs) 60% of journeyperson rate	\$25.92	\$26.98	\$28.14
3 rd Term (2701-3600 hrs) 70% of journeyperson rate	\$30.24	\$31.47	\$32.83
4 th Term (3601-4500 hrs) 80% of journeyperson rate	\$34.56	\$35.97	\$37.52
5 th Term (4501-5400 hrs) 85% of journeyperson rate	\$36.72	\$38.22	\$39.87

Apprentices shall serve a 90-Day (450 Hr) Probation Period

No pension contributions will be made for first term apprentices (First 1800 hours)

All apprentices shall have equal opportunity to work with their tools whenever feasible within the trade jurisdiction. The remainder of their time, related to handling and cleaning of materials, shall also be distributed as equitably as possible amongst all apprentices so that all apprentices shall advance in skill and ability in as equal a fashion as is practical.

No Apprentice shall act in a supervisory capacity.

Vacation Pay and Statutory Holiday Pay shall be paid to the employee on a weekly basis.

Foreman Ratio and Definition

A working Foreman is hereby defined as a man having a supervisory capacity of over eight (8) or more mechanics, and who, in addition to such supervisory capacity, is also required to perform his regular duties with use of the tools of the trade if and when required.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hrs.	1 hr.

Work Week

- (a) The hours of work shall be forty (40) hours per week. The regular working day, which may be varied by mutual consent of both parties, shall be between 7:00 a.m. and 5:00 p.m. from Monday through Friday inclusive. All work done outside these hours shall be considered overtime or shift work. (except as shown in Occupied Premises).
- (b) The maximum number of working hours per day shall be eight (8) hours; and the maximum number of working hours per week shall be forty (40) and no members of the union shall be permitted to work otherwise except as provided for in (c), (d) and (e).

Overtime

- (c) Any work performed in excess of the regular working periods of eight (8) hours Monday to Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing rate of wages.
Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where employees are required to work more than two (2) hours past the regular scheduled hours in one day, they shall receive \$15.00 as a food allowance or an equivalent meal provided by the employer.

Shift Work

- (d) When it is necessary to work extra shifts daily, on any particular job, such shifts of not more than seven (7) hours may be worked between midnight Sunday to midnight Friday of the same week; but no employee (except

the Foreman) shall be permitted to work more than one (1) shift in any twenty-four (24) hours, except at overtime rates.

(e) When shift system is worked, the rate of wages will be:

Day Shift -8:00 a.m. to 5:00 p.m. Monday to Friday: regular straight time
Second Shift -Time and one-seventh the regular rate -Second Shift ends at 4:00 p.m. on Fridays
Third Shift -Time and one-half the regular rate - Third Shift on Friday ends at 8:00 p.m.

- (f) All employees shall be at their place of work on the job ready to go to work at the designated start time. Five (5) minutes shall be allowed before quitting time for employees to pick up their tools. Location of tool lock-up area to be considered starting point of work.
- (g) Any employee who is recalled to work after leaving the job site and without having received proper notice, to do emergency work, shall be paid at double the hourly rate. Time shall commence from when the call is received and until the employee returns to his residence. A reasonable time allowance to be given for supervising the calling and obtaining of other employees and for proceeding to and returning from the job. Upon every call-out, each employee must receive at least the minimum of one (1) hour's pay at double the hourly rate.

Travel

- (a) Free Zone up to thirty (30) km. from Kingston City Hall.
- (b) From thirty (30) km. up to forty-five (45) km, nine dollars and thirty-four cents (\$9.34) per day.
- (c) From forty-five (45) km, when employee makes a return trip on the same day, thirteen dollars and ninety-two cents (\$13.92) per day.
- (d) An employer who does not provide transportation shall pay employees according to the following:
- (i) A free zone of 30 km radius from Kingston City Hall is established. For all travel required to a jobsite within that radius, no travel allowance will be paid.
- (ii) Where a jobsite is located outside the thirty (30) km radius, effective May 1, 2013, travel allowance will be paid, both ways, to an employee required by the employer to travel to the jobsite. The rate will be calculated at the CRA auto allowance for the years 2022, 2023 and 2024 irrespective of the employee's place of residence. All distances shall be measured from the perimeter of the free zone using the most practical and direct route.
- (iii) Board allowance at the rate of sixty dollars (\$60.00) per day worked shall be paid to employees when boarding away from home on jobs 121 kilometres or more from Kingston City Hall.

T-2200

The Employer shall provide, when applicable, a CANADA REVENUE AGENCY FORM T-2200 "DECLARATION OF EMPLOYMENT" to workers under the terms of the Collective Agreement.

Make Up Time

On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working up to eight (8) hours on Saturday at straight time rates up to the total hours of time lost to a maximum of forty (40) hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from 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 future projects for the currency of this agreement.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Acoustic/Drywall

Smiths Falls (Zone 2)

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.37	\$4.14	\$2.85	\$7.23	\$2.36	\$57.95	\$0.30
May 1/23	\$43.14	\$4.31	\$2.96	\$7.23	\$2.41	\$60.05	\$0.30
May 1/24	\$44.90	\$4.49	\$3.07	\$7.23	\$2.46	\$62.15	\$0.30

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Union & Apprenticeship Training Fund	\$0.80	\$0.80	\$0.80
North American Training	\$0.06	\$0.06	\$0.06
Promotion Fund	\$0.45	\$0.45	\$0.45
Building Fund	\$0.65	\$0.70	\$0.75
Local Administration Fund	\$0.40	\$0.40	\$0.40

Employee Deductions

	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75

Foreman Differential: 15% (of hourly rate)

	May 30/22	May 1/23	May 1/24
	\$6.21	\$6.47	\$6.74

Drywall: Apprentices

	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs) 55% of journeyperson rate	\$22.75	\$23.73	\$24.70
2 nd Term (1801-2700 hrs) 60% of journeyperson rate	\$24.82	\$25.88	\$26.94
3 rd Term (2701-3600 hrs) 70% of journeyperson rate	\$28.96	\$30.20	\$31.43
4 th Term (3601-4500 hrs) 80% of journeyperson rate	\$33.10	\$34.51	\$35.92
5 th Term (4501-5400 hrs) 85% of journeyperson rate	\$35.16	\$36.67	\$38.17

Apprentices shall serve a 90-Day (450 Hr) Probation Period

No pension contributions will be made for first term apprentices (First 1800 hours)

All apprentices shall have equal opportunity to work with their tools whenever feasible within the trade jurisdiction. The remainder of their time, related to handling and cleaning of materials, shall also be distributed as equitably as possible amongst all apprentices so that all apprentices shall advance in skill and ability in as equal a fashion as is practical.

No apprentice shall act in a supervisory capacity.

Vacation Pay and Statutory Holiday Pay shall be paid to the employee on a weekly basis.

Foreman Ratio and Definition

A working Foreman is hereby defined as a man having a supervisory capacity of over eight (8) or more mechanics, and who, in addition to such supervisory capacity, is also required to perform his regular duties with use of the tools of the trade if and when required.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 15% for a 7 hr. shift	2 x 10 min.	2 hrs.	1 hr.

MAINTENANCE OF EXISTING COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES

For employees engaged in the maintenance field the conditions of this Agreement shall be modified as follows:

Maintenance shall not include additions to or alterations of existing buildings.

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$37.23	\$3.72	\$2.85	\$7.23	\$2.36	\$53.39	\$0.30
May 1/23	\$38.85	\$3.89	\$2.96	\$7.23	\$2.41	\$55.34	\$0.30
May 1/24	\$40.41	\$4.04	\$3.07	\$7.23	\$2.46	\$57.21	\$0.30

Maintenance Drywall: Apprentices

	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs) 55% of journeyman rate	\$20.47	\$21.37	\$22.23
2 nd Term (1801-2700 hrs) 60% of journeyman rate	\$22.34	\$23.31	\$24.25
3 rd Term (2701-3600 hrs) 70% of journeyman rate	\$26.06	\$27.20	\$28.29
4 th Term (3601-4500 hrs) 80% of journeyman rate	\$29.78	\$31.08	\$32.33
5 th Term (4501-5400 hrs) 85% of journeyman rate	\$31.65	\$33.02	\$34.35

Work Week

- (a) The hours of work shall be forty (40) hours per week. The regular working day, which may be varied by mutual consent of both parties, shall be between 7:00 a.m. and 5:00 p.m. from Monday through Friday inclusive. All work done outside these hours shall be considered overtime or shift work. (except as shown in Occupied Premises).

- (b) The maximum number of working hours per day shall be eight (8) hours; and the maximum number of working hours per week shall be forty (40) and no members of the union shall be permitted to work otherwise except as provided for in (c), (d) and (e).

Overtime

- (c) Any work performed in excess of the regular working periods of eight (8) hours Monday to Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing rate of wages.

Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where employees are required to work more than two (2) hours past the regular scheduled hours in one day, they shall receive \$15.00 as a food allowance or an equivalent meal provided by the employer.

Mileage and Room and Board

- (a) A free zone of forty (40) kilometres shall be established from the jobsite by the shortest accessible route, to and from the jobsite. For distances exceeding the free travel zone, the reimbursed amount shall be based on the CRA Automobile allowance rate, effective May 1, 2022. The rate shall be adjusted to the current year's rate on May 1 of 2023 and 2024.
- (b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

T-2200

The Employer shall provide, when applicable, a CANADA REVENUE AGENCY FORM T-2200 "DECLARATION OF EMPLOYMENT" to workers under the terms of the Collective Agreement.

Make Up Time

On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working up to eight (8) hours on Saturday at straight time rates up to the total hours of time lost to a maximum of forty (40) hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from 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 future projects for the currency of this agreement.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 397

**Acoustic/Drywall
Article 6 - SCHEDULE D**

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Acoustic/Drywall

Oshawa - ZONE 1

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.96	\$4.20	\$2.85	\$7.23	\$2.16	\$58.40	\$0.30
May 1/23	\$43.73	\$4.37	\$2.96	\$7.23	\$2.21	\$60.50	\$0.30
May 1/24	\$45.64	\$4.57	\$3.07	\$7.23	\$2.26	\$62.77	\$0.30

Acoustic/Drywall

Peterborough - ZONE 2

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.64	\$4.06	\$2.85	\$7.23	\$2.16	\$56.94	\$0.30
May 1/23	\$42.40	\$4.24	\$2.96	\$7.23	\$2.21	\$59.04	\$0.30
May 1/24	\$44.32	\$4.43	\$3.07	\$7.23	\$2.26	\$61.31	\$0.30

The above rates apply in the Counties of Peterborough, Victoria and Haliburton.

Acoustic/Drywall

Cobourg - ZONE 3, Belleville - ZONE 4

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.92	\$4.09	\$2.85	\$7.23	\$2.16	\$57.25	\$0.30
May 1/23	\$42.68	\$4.27	\$2.96	\$7.23	\$2.21	\$59.35	\$0.30
May 1/24	\$44.60	\$4.46	\$3.07	\$7.23	\$2.26	\$61.62	\$0.30

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Promotion Fund	\$1.20	\$1.25	\$1.30
Training Fund	\$0.40	\$0.40	\$0.40
North American Training Fund	\$0.06	\$0.06	\$0.06
Local Administration Fund	\$0.50	\$0.50	\$0.50

Employee Deductions

	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75

Foreman Differential:

May 30/22	\$5.00
May 1/23	\$5.00
May 1/24	\$5.00

Lead Hand Differential:

May 30/22	\$2.00
May 1/23	\$2.00
May 1/24	\$2.00

There must be a foreman on a project before a lead hand is assigned.

The lead hand is also required to perform his regular duties as a Drywall with the use of tools and/or equipment.

**** Vacation Pay and Statutory Holiday Pay shall be paid to employees on a weekly basis.**

Apprentices:

When hiring, the Employer agrees to hire and employ an acoustic & drywall apprentice at the Union's request, but in no event shall the Employer be required to employ more than a ratio of one (1) apprentice to four (4) journeymen unless by mutual consent between the Union and the employer.

Apprentices: 55 percent of journeyperson rate to be increased each period through five periods of training to 60 percent, 70 percent, 80 percent and 85 percent.

Oshawa - ZONE 1	May 30/22	May 1/23	May 1/24
1 st 001 – 1800 hrs - 55% of journeyperson rate	\$23.08	\$24.05	\$25.10
2 nd 1801 – 2700 hrs - 60% of journeyperson rate	\$25.18	\$26.24	\$27.38
3 rd 2701 – 3600 hrs - 70% of journeyperson rate	\$29.37	\$30.61	\$31.95
4 th 3601 – 4500 hrs - 80% of journeyperson rate	\$33.57	\$34.98	\$36.51
5 th 4501 – 5400 hrs – 85% of journeyperson rate	\$35.67	\$37.17	\$38.79

Peterborough - ZONE 2	May 30/22	May 1/23	May 1/24
1 st 001 – 1800 hrs - 55% of journeyperson rate	\$22.35	\$23.32	\$24.38
2 nd 1801 – 2700 hrs - 60% of journeyperson rate	\$24.38	\$25.44	\$26.59
3 rd 2701 – 3600 hrs - 70% of journeyperson rate	\$28.45	\$29.88	\$31.02
4 th 3601 – 4500 hrs - 80% of journeyperson rate	\$32.51	\$33.92	\$35.46
5 th 4501 – 5400 hrs – 85% of journeyperson rate	\$34.54	\$36.04	\$37.67

Cobourg – ZONE 3, Belleville – ZONE 4	May 30/22	May 1/23	May 1/24
1 st 001 – 1800 hrs - 55% of journeyperson rate	\$22.51	\$23.47	\$24.53
2 nd 1801 – 2700 hrs - 60% of journeyperson rate	\$24.55	\$25.61	\$26.76
3 rd 2701 – 3600 hrs - 70% of journeyperson rate	\$28.64	\$29.68	\$31.22
4 th 3601 – 4500 hrs - 80% of journeyperson rate	\$32.74	\$34.14	\$35.68
5 th 4501 – 5400 hrs – 85% of journeyperson rate	\$34.78	\$36.28	\$37.91

1st, 2nd and 3rd term drywall apprentices will not have contributions made on their behalf in respect of pension during their first 3600 hours.

No apprentice shall act in a supervisory capacity.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs.	2x	2x	2 nd & 3 rd 1 1/7x	2 x 10 min.	2 hrs.	2 hr.

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday, inclusive, to be worked between the hours of 7:00 a.m. and 5:00 p.m. and the work hours to be mutually agreed upon by the employer and the union.
- (b) When shift work is carried on in more than one shift, the men working on the second shift and third shift shall be paid at the rate of eight hours pay for seven hours work or proportionate rate of time and one-seventh. No employee shall work more than one shift in any twenty-four hour period except at overtime rates. For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. to 12:00 midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 7:30 a.m.	Night Shift
8:00 a.m. to 4:30 p.m.	Day Shift
4:30 p.m. to 12:00 a.m.	Afternoon Shift

- (c) Time and one-half shall be paid for the first two hours of time worked in excess of the regular or shift hours Monday to Friday. Double time shall be paid for all overtime exceeding two hours on daily or shift basis and on Saturdays and Sundays.
- (d) When overtime is to be two (2) hours or greater, a fifteen (15) minute break shall be provided by the employer at no expense to the employee, commencing at the end of the regular shift (and every two (2) hours thereafter).
- (e) Where employees are required to work more than ten (10) hours in any one day, they shall receive ten dollars (\$10.00) as a food allowance or an equivalent meal provided by the employer.
- (f) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.

Article 8 - Schedule "D"

Occupied Premises (7) Day Cycle

Whereas there will be work that falls under the occupied premises schedule that may require the work to be performed under a seven (7) day cycle the following schedule will apply.

Standard Hours	After Daily Hours	6 th Day	7 th Day
40	1 ½ X	1 ½ X	2X

- a) The employer and the union must mutually agree to any work that may fall under this schedule.
- b) Eight hours per day at the applicable straight time hourly rate to a maximum of five consecutive days within a seven (7) day cycle.

- c) Applicable overtime rates shall be paid after (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days.
- d) All other contributions to remain as per the collective agreement.

Article 9 - Schedule "D"

Zones, Mileage and Parking

A Free Zone of a 48 km radius from the City Hall in Oshawa/Peterborough/ Cobourg/Belleville in each respective Zone is established.

Except where the employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside the Free Zone provided for in this Article, the rate of eighteen dollars (\$18.00) per day from the edge of the Free Zone to jobsite and return.

In the event that the employer provides transportation to the jobsite and return then the travelling expenses provided for above shall not apply.

The Employer will endeavour to provide a free parking space for their employees. On projects where free parking cannot be provided to the employees, a daily flat rate of \$7.00 will be paid to all employees.

JOINT LABOUR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.76	\$4.08	\$2.85	\$7.90	\$2.26	\$57.85	\$0.32
May 7/23	\$42.34	\$4.24	\$2.96	\$7.90	\$2.51	\$59.95	\$0.32
May 5/24	\$43.93	\$4.39	\$3.07	\$7.90	\$2.76	\$62.05	\$0.32
Jan 1/25	\$43.93	\$4.39	\$3.07	\$7.90	\$2.86	\$62.15	\$0.32

Employer Contributions	May 29/22	May 7/23	May 5/24	Jan 1/25
Drywall Association Admin Fund (plus HST) (including Ont. Const. Secretariat Fund)	\$0.32	\$0.32	\$0.32	\$0.32
Apprenticeship Fund (Local 494 Training Fund)	\$0.80	\$0.80	\$0.80	\$0.90
Carpenters District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.40	\$0.40	\$0.40	\$0.40
Supplementary Dues	\$1.00	\$1.25	\$1.50	\$1.50
Employee Deductions	May 29/22	May 7/23	May 5/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
I.C.I. Union Dues Check-off	\$1.45	\$1.20	\$0.95	\$0.95
Foreman Differential:	15%	15%	15%	15%
Leader Differential:	10%	10%	10%	10%

Apprentices: Five levels of apprenticeship, the first requiring 1800 hours of work, the remaining four requiring 900 hours of work.

Apprentices:	May 29/22	May 7/23	May 5/24	Jan 1/25
0-1800 hrs - 55% of journeyman rate	\$24.42	\$23.29	\$24.16	\$24.16
1801-2700 hrs - 60% of journeyman rate	\$24.46	\$25.40	\$26.36	\$26.36
2701-3600 hrs - 70% of journeyman rate	\$28.53	\$29.64	\$30.75	\$30.75
3601-4500 hrs - 80% of journeyman rate	\$32.61	\$33.87	\$35.14	\$35.14
4501-5400 hrs - 85% of journeyman rate	\$34.65	\$35.99	\$37.34	\$37.34

*Pension contributions shall not be applicable on the first 1800 hours of work for level one apprentices.

Pre-Apprentice Employees

Pre-Apprentice Employees are new hires not indentured in the apprenticeship program, upon immediate hire. The following conditions are to apply in the first four hundred and fifty (450) hours of hire:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Business representative and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the probationary employee's behalf
- Union check off dues as per the current schedule paid to the Union
- Four percent (4%) vacation pay by the Employer
- Employers are required to complete a Pre-Apprentice Employee Remittance Form and remit to the union each month stipulating hours of work. Employers will remit pre-apprentice employee performance evaluations within the first two weeks of hire as well as prior to entering apprenticeship.

Pre-Apprentice employees accepted and indentured by the Local Apprenticeship Committee (LAC) will be credited with all hours worked to date towards this apprenticeship.

Summer Students

One (1) student for every ten (10) Local 494 Employees can be hired. The following conditions are to apply:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the employer
- No pension contributions or health & welfare contributions are to be remitted on the student's behalf
- Four percent (4%) vacation pay paid by the Employer
- Months of eligibility are restricted to May through the end of August

Co-op Students:

One (1) student per employer may be hired in conjunction with the local school board terms and conditions. When no level one apprentices are available, more than one (1) co-op student per employer may be hired with the agreement of the local union.

The Union agrees in principle to accept apprentices who have worked as co-op students upon graduation, when possible.

The following conditions are to apply:

- Referral slips are to be signed of by the Union

- No pay to apply for hours under agreement with the school boards.
Hours in excess of school board agreement rate of pay to be set forth by the employer.

Local 494 Training Fund

- (a) The Union agrees that, upon request from a contractor bound to the terms of this Agreement, that it shall dispatch from the hall, or otherwise provide to the Contractor, only those members who are fully trained by the Local in those aspects of Health & Safety and those aspects of training as agreed to from time to time by the LAC.
- (b) The Local Union agrees that, upon request, it shall provide, in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in (a) above.
- (c) It is also agreed that the Union will disclose quarterly the Financial Status of the Local 494 Training Fund to the LAC.
- (d) Require all employees to have available, at all times **the Training** Verification Card provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.
- (e) The Employers and Union will work together to encourage 494 members to attend scheduled training relevant to their employment.

Foreman Ratio and Definition

- (a) "Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman's tools. He shall, when given authority to hire, promote, demote, suspend or discharge any employee. A worker in order to qualify as a foreman, covered by this Agreement must be a journeyman and hold a C of Q or recognized equivalent (Carpenter, Drywall/Acoustic Mechanic) dependant upon the work being done by the employee supervised.

When more than ten (10) carpenter members are on the project one (1) shall be foreman to supervise the other employees and shall be paid the foreman's rates.

All foremen must be members of Local 494 or carry valid travel cards with the UBCJA.

Lead Hand Definition

A "lead hand" is a worker designated by his employer to give direction to a crew of one (1) to ten (10) journeymen and/or apprentices inclusive under his direction. The contractor shall endeavor to have a lead hand responsible for each project that is without a foreman, but in no circumstance shall a lead hand

be responsible for more than one project. A lead hand must hold a Certificate of Qualification (C of Q) or recognized equivalent.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1 ½ 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 15%	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall consist of eight (8) hours labour between 8:00 a.m. and 4:30 p.m. with one half hour for lunch. Five (5) consecutive eight (8) hour working days shall constitute the regular working week, beginning Monday and ending Friday each week. With the consent of the Local Union, these hours may be adjusted not earlier than 6:00 a.m. and not later than 4:30 p.m.
- (b) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above.
- (c) No employee shall be allowed to work more than one (1) shift in any twenty four (24) hour period.
- (d) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (e) For the purpose of this agreement, a 24-hour period shall be from 12:01 a.m. to 12:00 midnight on any given calendar day.

Clarification of shift terminology:

- 12:01 a.m. to 7:00 a.m. Night Shift
- 8:00 a.m. to 4:30 p.m. Day Shift
- 4:30 p.m. to 12:00 a.m. Afternoon Shift

- (f) All work during the first two (2) hours after the end of the regular working day as provided for in (b) on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. Work performed on Saturday shall be paid at double (2) times the regular hourly rate. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a work break shall be provided at no loss of time to him. When overtime greater than two (2) hours, a \$15.00 meal allowance and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (g) Double time shall be paid for all work performed on Saturday & Sunday & Holidays.

- (h) No work shall be performed on Labour Day, except in the case of an emergency.
- (i) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean up. Workers shall be given enough time that they are able to finish their shift at normal quitting time.
- (j) On excessively dirty work, towels and solvent are to be provided by the employer when special cleaners are required.

Premium Pay

- (a) Employees erecting scaffolding or working on a swing stage forty feet (40') above ground level of unprotected area shall receive fifty cents (.50) and one dollar (\$1.00) respectively per hour above the regular rate.
- (b) In any case where Journeymen receive an increase in rate, this rate shall also apply to Foreman in direct charge of said Journeymen. This foreman premium shall be based on the highest Journeyman classification supervised in addition to the Foreman's premium. No pyramiding of rates allowed;

Parking

- (i) The employer will endeavour to provide parking space for the employees.
- (ii) On projects where parking of employees' vehicles is a problem, it is agreed that a pre-job conference will be held to determine the most satisfactory solution to the problem.
- (iii) If it is necessary to have additional space to accommodate reasonable parking requirements - the employer will accept this responsibility and will reimburse any cost to the employee on submission of a receipt.
- (iv) Parking shall be paid the week following submission of receipts on a separate, non-taxable cheque.

Absenteeism

- (i) An employee who is regularly absent without good reason, can upon mutual consent with the union, have his/her pay period extended by 24 hours as set out in Article 6.02 in the Master Schedule.
- (ii) Employees who fail to report to work without an acceptable cause during the week shall not receive overtime pay for hours worked on Saturday or Sunday.
- (iii) Chronic absenteeism shall be discussed with the Union and may on agreement result in overtime work from the preceding work being paid at straight time rates if the employee fails to report to work.

Transportation & Transfer

- (a) When an employee is required to use his own vehicle to travel to any part of Kent County from Essex County to perform work in that area for his employer, he shall receive \$45.00 per day.
- (b) For projects performed in the Kent County area, employer shall be allowed to first hire Local 494 members who live in Kent County. After all available Kent County members have been referred, the employer must continue to hire Local 494 members and pay travel as per (a).
- (c) The Employer shall approve and sign when requested by a carpenter member, a Canada Revenue Agency Form T-2200 "Declaration of Employment".

Such form to be provided for travel expenses incurred for members required to transfer from one or more work site during the day when using their own vehicles.

Board Allowance

Employees working outside of the jurisdiction of Local 494 - the employer shall pay for all lodging, transportation and meal allowance of fifty dollars (\$50.00) per day for each night spent outside the area. Lodging shall be at a licensed hotel or motel with no more than two (2) people per room. Board allowance shall be paid on the following pay period as flat non taxed amount on a separate cheque.

Joint Labour Management Committee

The parties agree to establish a Joint Labour Management Committee, which shall meet semi-annually or as otherwise required, to review matters of mutual concern.

Trust Funds

Health & Welfare

Health & Welfare contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds as directed by the Trustees for such Funds.

Pension, Union Funds

Pension, Vacation Pay, Union Dues and Employer Contributions to be remitted to Local 494 Carpenters' Benefit Plan.

Industry Funds

General Contractors choosing to employ Union members for Acoustic/Drywall work assignments exclusively, are required to remit all trust monies as per the Acoustic/Drywall schedule so the Association Administration Funds will be directed to the Acoustical Association of Ontario/Interior Systems Contractors Association.

Pay Period

All wages and benefit changes to take effect on the first Sunday following ratification and any other changes to wages and benefits to be effective on a Sunday rather than any other day of the week.

General Working Conditions

Provided that if an employee reports to the project for work without the proper tools to perform the work, including personal safety equipment as required by the Occupational Health and Safety Act, as well as their **Training Verification Card**, he shall not be entitled to the reporting allowance.

Acoustic/Drywall
Article 6 - SCHEDULE D

Toronto

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Funds	Pension	SUB	Total	Assoc. Admin Fund
May 30/22	\$46.23	\$4.62	\$2.57	\$3.48	\$7.50	\$0.15	\$64.55	\$0.31
May 1/23	\$48.73	\$4.87	\$2.57	\$3.48	\$7.50	\$0.15	\$67.30	\$0.31
May 6/24	\$51.46	\$5.14	\$2.57	\$3.48	\$7.50	\$0.15	\$70.30	\$0.31

Funds:

	May 30/22	May 1/23	May 6/24
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.31	\$0.31	\$0.31
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues	\$1.75	\$1.75	\$1.75
North American Training Fund	\$0.06	\$0.06	\$0.06
Apprenticeship Training Fund	\$0.60	\$0.60	\$0.60
Local 675 Promotional Fund	\$0.25	\$0.25	\$0.25

Foreman Differential:

	May 30/22	May 1/23	May 6/24
15% of journeyperson rate	\$53.16	\$56.04	\$59.18

Apprentices:

	May 30/22	May 1/23	May 6/24
1-1800 hours-55% of journeyperson rate	\$25.43	\$26.80	\$28.30
1801-2700 hours-60% of journeyperson rate	\$27.74	\$29.24	\$30.88
2701-3600 hours-70% of journeyperson rate	\$32.36	\$34.11	\$36.02
3601-4500 hours-80% of journeyperson rate	\$36.98	\$38.98	\$41.17
4501-5400 hours-85% of journeyperson rate	\$39.30	\$41.42	\$43.74

Apprentices must successfully complete the final examination required for a Certificate of Qualification as a Journeyman within six (6) months of completion of their fifty-four hundred (5400) hour term of apprenticeship or their membership in the union may be revoked.

No pension contributions will be made for first year apprentices (First 1800 hours).

Health and Welfare Contributions shall be made from the first day of employment for all apprentices.

Foreman Ratio and Definition

All working foremen must be members of the Carpenters union.

The Foremen's Differential in Article 6 – Schedule D is payable to the employee designated to be in charge of the project, whenever ten (10) or more employees are regularly employed on a project.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/37½ Fri. 5½ hrs.	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular hours of work shall be thirty-seven and one-half (37½) hours per week by reducing the regular work day on Friday from eight (8) hours to five and one-half (5½) hours. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight (8), Monday through Thursday, and five and one-half (5½) on Friday. The maximum number of working hours per week shall be thirty-seven and one-half (37½). Work outside of these hours shall be overtime work save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point, at starting time, shall be the shelter provided for tools and equipment at 8:00 a.m. and proceed to work on the employer's time. The employee shall have a full half hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the Foreman, shall be permitted to work more than one shift in any twenty-four (24) hours. When such shift system is worked, the rate of wages shall be:
 - Day Shift* - 8:00 a.m. to 4:30 p.m. Monday to Thursday, and 8:00 a.m. to 2:00 p.m. Friday: regular straight time
 - Second Shift* - 4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
 - Third Shift* - 12:01 a.m. to 7:00 a.m. at time and one-half the regular rate
- (d) 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 this occurs, eight (8) continuous working hours per day shall be worked Monday through Thursday and five and one-half (5½) continuous working hours on Friday. Any work performed under these conditions outside of the regular working hours of 8:00 a.m. to 4:30 p.m. Monday through Thursday and 8:00 a.m. to 2:00 p.m. on Friday shall be paid for at the rate of one and one-seventh (1-1/7) times the regular rate of pay, save and except when overtime rates apply. The rate of pay for occupied premises work outside the regular working day shall be at straight time rates. Before

the work is started, the Employer shall notify the Union that the work is to commence.

- (e) All work performed in excess of the regular working day of eight (8) hours Monday through Thursday and five and one-half (5½) hours on Friday shall be deemed overtime work. The rate of wages for the first three hours of overtime in any one regular working day shall be time and one-half (1½) and work performed after the three hours of overtime shall be at double time. When overtime is performed on the 2nd and 3rd shift, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three hours of overtime and twice the shift rate after the first three hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.
- (g) The Employer agrees to notify the Union for all Saturday and Sunday and holiday overtime work. The employer shall notify the **Union by fax or email**, by 4:00 P.M. of the preceding Friday of the approximate number of members of Local 675 it intends to employ for Saturday, Sunday and holiday work. Notification shall include the name of the job site as well as its location.
- (h) The piecework terms and conditions contained in the Residential Agreement between ISCA and Local 675 are applicable to Old Age Homes, Student Residences, Senior Citizen Homes and Long Term Care Nursing Facilities within the ICI Sector.

Summer Students

The Union agrees that the Employer may engage summer students during the school vacation period between May 1st and September 30th of each year. The students shall be paid at (40) percent of the journeyman's rate with no remittances, contributions or Union deductions. The students must obtain a permit from the Local before performing any bargaining unit work. The issuance of a permit shall be at the sole discretion of the Union.

Travel and Board

- (a) The employer shall pay employees who are required to travel to and from jobs each day the travelling allowances as set out in the following table:

Radius from Toronto City Hall:

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

- (b) On projects located more than 160 kilometre radius an employee shall be paid in addition to room and board allowance, a travelling allowance of thirty-two cents (.32) per kilometre, at the start and completion of the project or the termination of his employment.
- (c) No travel allowance is payable on projects located within a forty (40) kilometre radius of the City Hall of the City of Barrie, for those employees who regularly reside within a forty (40) kilometre radius of the City hall of the City of Barrie.

Article 9 - Vacation Pay Funds

(This Special Provision is the disbursement of Vacation Pay Fund Interest referred to in Article 9.05 in the Master Portion of the Agreement)

- a) The interest accrued from the monies in the Local 675 Vacation Pay Fund shall be used as follows, and in the following order of priority:
 - 1) To defray the cost of administering the Vacation Pay Funds.
 - 2) To make good Vacation Pay Fund Monies defaulted by any employer in accordance with the provisions of the Local 675 Vacation Pay Trust Agreement.
 - 3) Any remaining interest accrued following the priorities set out in subparagraphs (1) and (2) shall be paid to both the Association and to the Union in the amount of fifty percent (50%) each annually to Local 675 and fifty percent (50%) to be split between Interior Systems Contractors Association and the Acoustical Association of Ontario, provided that at all times a proper reserve fund be maintained in the Vacation Pay Trust Fund.

Article 10 – Letters of Understanding

The parties agree to renew the three (3) existing letters of Understanding regarding market recovery, 2.5 hours of voluntary overtime, and the collection of union dues.

Letter of Understanding

between

D.A.L.I. Local 675 Interior Systems (Union)

- and -

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

- and -

Acoustical Association of Ontario (A.A.O.)

Re: Commercial Collective Agreement, May 1, 2022 – April 30, 2025

Re: Deduction of Union Dues

The parties hereto agree to amend the above agreement.

The employer will deduct from the first pay period of each month union dues of all employees coming within the scope of this Agreement in the amount prescribed by the Union and remit same with a list of the names of whose behalf deductions are made.

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

For the Union

For the Employer

“Signed”
Claudio Mazzotta
DALI Local 675 Interior Systems

“Signed”
Ron Johnson
Interior Systems Contractors
Association of Ontario

“Signed”
Paul Gunning
Acoustical Association of Ontario

LETTER OF UNDERSTANDING

Between

D.A.L.I. Local 675 Interior Systems (Union)
- and -
Interior Systems Contractors Association of Ontario (I.S.C.A.)
- and -
Acoustical Association of Ontario (A.A.O.)

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 the Acoustic and Drywall Appendix, Article 7, Schedule D, for Local Union 675 – Toronto: (the “Local 675 Schedule”)

1. Notwithstanding the provisions of the Collective Agreement, an employee may work, on a voluntary basis, up to a total of 2 ½ hours **per week** in excess of the daily regular hours of work from Monday through Friday described in paragraph (a) of Article 7 of the Local 675 Schedule 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 at the rate of time and one half (1 ½) or double time (2x) in accordance with paragraph (e) of Article 7 of the Local 675 Schedule and for the purposes of paragraphs 3 and 4, below, the 2 ½ hours referred to in paragraph one, above, shall be deemed to be overtime hours.
3. The 2 ½ overtime hours referred to in paragraph #1 shall be on a voluntary basis (including for greater certainty the 2 ½ hours referred to in paragraph one, above) 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 7 of the Local 675 Schedule.
4. Except as expressly set out above, all of all the other provisions of Article 7 of the Local 675 Schedule 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 paragraph 4 above) may be referred to arbitration in accordance with the provisions of the Collective Agreement of Section 133 of the Labour Relations Act, 1995.
6. This letter of understanding shall expire on April 30, 2025

For the Union

“Signed”

Claudio Mazzotta
DALI Local 675 Interior Systems

For the Employer

“Signed”

Ron Johnson
Interior Systems Contractors Association of
Ontario

“Signed”

Paul Gunning
Acoustical Association of Ontario

LETTER OF UNDERSTANDING

Between

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UBCJA
and
DRYWALL ACOUSTIC LATHING AND INSULATION LOCAL 675, UBCJA**

-and-

**ACOUSTICAL ASSOCIATION OF ONTARIO
and
THE INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO**

Provided that the Union is given reasonable notice before work commences, as part of a Market Recovery Strategy, the parties agree that the piecework terms and conditions contained in the Residential Agreement between ISCA and Local 675 are applicable to all Retail Projects including Big Box Stores, Strip Malls, Motels, Banks, and School Projects being undertaken by Non-Union Developers or Contractors or for which work there exists non-union drywall competition.

This Memorandum of Agreement expires April 30, 2025, unless otherwise agreed.

CARPENTERS' DISTRICT COUNCIL
OF ONTARIO, UBCJA

DRYWALL ACOUSTIC LATHING
AND INSULATION LOCAL 675, UBCJA

"Signed" _____
Tony Iannuzzi
Executive Secretary Treasurer

"Signed" _____
Claudio Mazzotta
Local Union Coordinator

ACOUSTICAL ASSOCIATION
OF ONTARIO

INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION OF ONTARIO

"Signed" _____
Paul Gunning

"Signed" _____
Ron Johnson

L.U. 785

Acoustic/Drywall
Article 6 - SCHEDULE D

Cambridge

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.16	\$4.02	\$2.85	\$7.23	\$1.48	\$55.74	\$0.30
May 7/23	\$41.75	\$4.17	\$2.96	\$7.23	\$1.53	\$57.64	\$0.30
May 5/24	\$43.42	\$4.34	\$3.07	\$7.23	\$1.58	\$59.64	\$0.30
Jan 1/25	\$43.69	\$4.37	\$3.07	\$7.23	\$1.58	\$59.94	\$0.30

Employer Contributions	May 30/22	May 7/23	May 5/23	Jan 1/25
Association Administration Fund -including Ont. Const. Secretariat Fund	\$0.30	\$0.30	\$0.30	\$0.30
Carpenters' International Training Trust Fund	\$0.06	\$0.06	\$0.06	\$0.06
Local 785 Training Fund	\$0.45	\$0.45	\$0.45	\$0.45
Carpenters' Industry Promotional Fund (CIPF)	\$0.87	\$0.92	\$0.97	\$0.97
CDC Fund	\$0.10	\$0.10	\$0.10	\$0.10

Employee Deductions	May 30/22	May 7/23	May 5/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Dues Check-off	\$1.65	\$1.65	\$1.65	\$1.65

Foreman Differential:	10%	10%	10%	10%
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Apprentices:	May 30/22	May 7/23	May 5/24	Jan 1/25
1 st Term 0-1800 hrs-55% of journeyperson rate	\$22.09	\$22.96	\$23.88	\$24.03
2 nd Term 1800-2700 hrs-60% of journeyperson rate	\$24.10	\$25.05	\$26.05	\$26.21
3 rd Term 2701-3600 hrs-70% of journeyperson rate	\$28.11	\$29.23	\$30.39	\$30.58
4 th Term 3601-4500 hrs-80% of journeyperson rate	\$32.13	\$33.40	\$34.74	\$34.95
5 th Term 4501-5400 hrs-85% of journeyperson rate	\$34.14	\$35.49	\$36.91	\$37.14

Vacation Pay & Statutory Holiday Pay

Vacation Pay & Statutory Holiday Pay shall be paid to employees on a weekly basis.

Foreman ratio and Definition

- (a) For the purpose of this agreement, a Foreman is hereby defined as a Drywaller having supervisor capacity over ten (10) or more Drywallers.
- (b) All Foreman must be members of the Carpenters' Union.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1 ½x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular hours of work, subject to variation by mutual consent of the parties, shall be between 7:30 a.m. and 4:30 p.m. from Monday to Friday, inclusive, with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 p.m. **With the consent of the Local Union, These hours may be adjusted.**
The maximum number of regular working hours per day shall not exceed eight (8) and the maximum number of working hours per week shall be forty (40), and any work outside these hours shall be overtime work save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point at starting time, shall be the shelter provided for tools and equipment at 7:30 a.m. and the employee shall proceed to work on the employer's time. The employee shall have a full half-hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the Foreman, shall be permitted to work more than one shift in any twenty-four hours. When such shift system is worked, the rate of wages shall be:
 - Day Shift - 7:30 a.m. to 4:30 p.m. at regular straight time
 - 2nd Shift - 4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
- (d) 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 a maximum of eight (8) continuous regular working hours per day shall be worked. Any work performed under these conditions

outside of the working hours of 7:30 a.m. to 4:30 p.m. shall be paid for at the rate of one and one-seventh times the regular rate of pay, save and except when overtime rates apply.

- (e) All work performed in excess of eight (8) hours in one day shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any regular working day shall be time and one-half (x1.5) and work performed after the three (3) hours of overtime shall be at double time (x2). When overtime is performed on the 2nd and 3rd shift, the rate of pay for such overtime shall be one and one-half (1.5) times the shift rate for the first three (3) hours of overtime and twice (x2) the shift rate after the first three (3) hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.
- (g) Notwithstanding the overtime amounts applicable to the local areas (ie Schedule D), no overtime will be paid until an employee has achieved the full regular time hours in any given work week, nor will overtime be paid if the employee fails to report to work in the week following the overtime work without good reason.
- (h) An employee who is regularly absent without good reason, can upon mutual consent with the union, have his/her pay period extended by 24 hours as set out in Article 6.02 in the Master Schedule
- (i) Chronic absenteeism shall be discussed with the Union and may on agreement result in overtime work from the preceding week being paid at straight time rates if the employee fails to report to work.

Joint Labour Committee-

The Parties Agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

Summer Students and Co-op Students

Summer Student

One (1) student for every ten (10) Local 785 Employees can be hired. The following conditions are to apply:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Employer and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the students behalf
- Four percent (4%) vacation pay by the Employer
- Months of eligibility are restricted to May through the end of August

Co-Op Student

One (1) student per employer may be hired in conjunction with local school board terms and conditions. When no level one apprentices are available, more than one co-op student per employer may be hired with the agreement of the local union. The Union agrees in principle to accept apprentices who have worked as co-op students upon graduation, when possible.

The following conditions are to apply:

-Referral slips to be signed off by the Union

-No pay to apply for hours under agreement with the school boards. Hours in excess of school board agreement rate of pay to be set forth by the employer

Travel and Board

- (a) No travel allowance shall be paid within a forty-eight (48) km radius of Cambridge City Hall.
- (b) An employee shall receive a travel allowance of one-half hour's pay per day on all work located between a radius of forty-eight (48) km and a radius of sixty-four (64) km of Cambridge City Hall.
- (c) An employee shall receive a travel allowance of one hour's pay per day on all work located between a radius of sixty-four (64) km and a radius of ninety-seven (97) km of Cambridge City Hall.
- (d) An employee shall receive board allowance of seventy-five dollars (\$75.00) per work day, on all work located between a radius of ninety-seven (97) km and two hundred and forty-one (241) km of Cambridge City Hall. When a Statutory Holiday falls on a Tuesday, Wednesday or Thursday, and the employee is in receipt of board allowance, he shall receive board allowance for the Statutory Holiday provided such employee is available for work a full shift on the normal working day preceding the holiday and a full shift on the normal working day immediately following the holiday.
- (e) An employee shall receive board allowance of seventy-five dollars (\$75.00) per day, on a seven day basis on all work located between a radius of two hundred and forty-one (241) km and over of Cambridge City Hall. An employee in receipt of this board allowance shall receive a board allowance for Saturday and Sunday providing such employee is available for work a full shift on the normal work day preceding the weekend and a full shift on the normal working day immediately following the weekend and, further shall receive board allowance for all Statutory Holidays when any such Holiday falls in the pay period.
- (f) An employer whose principal business office is located in Brantford shall pay travel allowance as per the balance of this Article except for the purpose of calculating the travel distances, the Brantford City Hall shall apply.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 1256

Acoustic/Drywall
Article 6 - SCHEDULE D

Sarnia

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	E.A.P. Employee Contribution	Funds	Total	Assoc. Admin Fund
May 30/22	\$44.49	\$4.45	\$3.30	\$8.04	\$0.02	\$0.76	\$61.06	\$0.30
May 7/23	\$46.17	\$4.62	\$3.35	\$8.14	\$0.02	\$0.76	\$63.06	\$0.30
May 5/24	\$47.40	\$4.74	\$3.40	\$8.24	\$0.02	\$0.76	\$64.56	\$0.30

Employer Contributions

	May 30/22	May 7/23	May 5/24
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Apprenticeship, Training & Industry Fund (includes Carpenters' District Council of Ontario Training Trust Fund)	\$0.76	\$0.76	\$0.76
Employee Assistance Program	\$0.02	\$0.02	\$0.02

Employee Deductions

	May 30/22	May 7/23	May 5/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$0.25	\$0.25	\$0.25
Regional Council Dues	\$1.75	\$1.75	\$1.75

Foreman Differential: after 10 men employed
Working Foreman

	May 30/22	May 7/23	May 5/24
	\$2.50	\$2.50	\$2.50
	\$1.50	\$1.50	\$1.50

Apprentices:

	May 9/22	May 1/23	May 1/24
1 st 1800 hrs - 55% of journeyperson rate	\$24.47	\$25.39	\$26.07
2 nd 900 hrs - 60% of journeyperson rate	\$26.69	\$27.70	\$28.44
3 rd 900 hrs - 70% of journeyperson rate	\$31.14	\$32.32	\$33.18
4 th 900 hrs - 80% of journeyperson rate	\$35.59	\$36.94	\$37.92
5 th 900 hrs - 85% of journeyperson rate	\$37.82	\$39.24	\$40.29

Shop Stewards to receive .25 per hour when thirty (30) or more journeymen are employed.

Vacation Pay and Statutory Holiday Pay shall be paid to each employee semi-annually on June 30th and December 1st.

E.A.P.

Each Employer shall remit the sum of (\$0.04) for each hour earned to the LU 1256 Employee Assistance Program. The four cents (\$0.04) remittance shall be composed of a two cent (\$0.02) contribution by the Employer for each hour earned, and, two cent (\$0.02) contribution by the Employee for each hour earned such funds shall be remitted to the L.U. 1256 Employee

Assistance Plan as agreed to by the Union and the Association. E.A.P. contributions will be payable to Carpenters' Local 1256 Employee Assistance Program and remitted on a separate cheque along with the completed Carpenters' Local 1256 Union Remittance Form.

Foreman Ratio and Definition

- (a) Foreman shall mean a qualified journeyman to accept responsibility of work involved. The employer may have the exclusive right to appoint a Foreman, at the Foreman's rate and may revert a Foreman to a Journeyman's rate at the Employer's sole discretion.
- (b) Working Foreman shall be a qualified Journeyman to accept responsibility of and supervise work involved or apprentices involved. The second man on the job is to receive the Foreman's rate. After the eighth man the foreman will be non-working.

Trust Funds

Contributions for the Welfare Trust Fund and Pension Trust Fund shall be forwarded to the Carpenters' Local 1256 Benefits Office along with the completed Carpenters' Local 1256 Benefits Office Remittance Form effective May 1, 2007.

Vacation Pay and Statutory Holiday Pay total earned shall be forwarded monthly with a cheque to Carpenters' Local 1256 Vacation Pay Trust Fund along with the completed Local 1256 Benefits Office Remittance Form along with the completed Local 1256 Benefits Office Remittance Form after being included in the Employees' Gross Pay and source deductions taken, to be held in Trust in the Employees name. Vacation and Statutory Holiday Pay shall be paid to each Employee semi-annually on June 30th and December 1st. Trusteed Vacation Pay Trust Fund to be established and effective on December 1, 1982. Interest surplus after administration cost shall be paid to Local 1256. Contributions for the Union Administration Fund, Ontario Secretariat Fund, Local 1256 Union Dues Check-off Fund, and, Apprenticeship, Training and Industry Fund (including Carpenters' District Council of Ontario Training Trust Fund) shall be forwarded to the Carpenters' Local 1256 Union Office along with the completed Carpenters' Local 1256 Union Office Remittance Form effective May 1, 2007.

The Parties agree that the Vacation Pay, Health and Welfare, Pension and Training Trust Funds shall be solely Trusteed by the Union.

Acoustic/Drywall
Article 6 - SCHEDULE D

Thunder Bay

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$42.40	\$4.24	\$2.85	\$7.23	\$1.81	\$58.53	\$0.30
May 1/23	\$44.18	\$4.42	\$2.96	\$7.23	\$2.01	\$60.80	\$0.30
May 1/24	\$46.15	\$4.61	\$3.07	\$7.23	\$2.01	\$63.07	\$0.30
Jan 1/25	\$46.28	\$4.63	\$3.07	\$7.23	\$2.01	\$63.22	\$0.30

Employer Contributions	May 30/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund (Including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30	\$0.30
CDC North American Training Training, Upgrading Fund	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$1.25	\$1.45	\$1.45	\$1.45
	\$0.50	\$0.50	\$0.50	\$0.50

Employee Deductions	May 30/22	May 1/23	May 1/23	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Const. Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off (Carpenters' District Council)	\$1.25	\$1.25	\$1.25	\$1.25

Foreman Differential: \$6.36 \$6.63 \$6.92 \$6.94
(15 % of Base Rate)

Lead Hand Differential: \$4.24 \$4.42 \$4.61 \$4.63
(10 % of Base Rate)

Apprentices:	May 30/22	May 1/23	May 1/24	Jan 1/25
1 st 1-1800 hrs-55% of journeyman rate	\$23.32	\$24.30	\$25.38	\$25.45
2 nd 900 hrs-60% of journeyman rate	\$25.44	\$26.51	\$27.69	\$27.77
3 rd 900 hrs-70% of journeyman rate	\$29.68	\$30.93	\$32.31	\$32.40
4 th 900 hrs-80% of journeyman rate	\$33.92	\$35.34	\$36.92	\$37.02
5 th 900 hrs-85% of journeyman rate	\$36.04	\$37.55	\$39.23	\$39.34

First term apprentices will not have contributions made on their in respect of pension during their first 1800 hours of work.

To receive the journeyman rate of pay the apprentice shall have successfully completed the final examination of the Client Services Branch of the **Ministry of Labour, Immigration, Training and Skills Development**. Notwithstanding the amount of hours worked an apprentice shall receive the journeyman's rate of pay on being issued a certificate of qualification as a certified tradesman from the **appropriate name of the apprenticeship governing body** in the Trade of Drywall, Acoustic & Lathing Applicator, #451A.

The Union and the Employers shall strive to place one apprentice for every three journeymen referred per job site.

Vacation Pay and Statutory Holiday Pay

Vacation pay and Statutory Holiday pay shall be paid weekly.

Foreman Ratio and Definition

(a) "Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedure, assign and instruct the working force and co-ordinate the work performed, however, he may work with the tools of the trade. He shall, when given such authority by the employer, have authority to hire, promote, demote, suspend or discharge an employee.

For the purpose of the Agreement, a foreman is hereby defined as a journeyman having supervisory capacity over lead hands, journeymen and apprentices. An Employer shall have the right to name hire a foreman on condition that he remains a foreman until completion of the project.

(b) "Lead Hand" means a journeyman employee who is designated by the Employer to be in charge of four (4) or less employees. He may perform work with the group he directs and shall work under the direction of a Foreman on each project.

(c) When the number of employees on a project reaches eight (8) or more journeymen carpenters, one shall be designated as a foreman and such designated foreman shall be a working foreman.

(d) Notwithstanding (c), in the case of no more than three (3) employees on the project, a Lead Hand or Foreman shall be in charge. The Lead Hand or Foreman shall be part of this three (3) man working unit.

Premium Pay

(a) Employees engaged in the following work shall receive a premium of fifty-five cents (.55) per hour in addition to wage rates as may be otherwise provided in this Agreement; the erecting, building, dismantling or working from staging, bosun chairs, scaffolds, towers, buildings, moveable project shelters and like structures over the height of forty-five (45) feet. When an employee is entitled to height pay he shall be paid the premium rate for the full shift.

(b) Work gloves shall be supplied to individuals handling irritating materials, scaffolding and forming materials.

(c) Protective clothing (coveralls) shall be provided and maintained at the site when working in an industrial environment, or with materials that are of concern for health reasons.

Block Heaters

The employer agrees to provide facilities for employees to plug in block heaters when the temperature is -20 degrees Celsius on out of town projects where camp facilities are provided.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x first 2 hrs 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., Monday through Friday, inclusive.
- (b) When it is necessary that one-hour be allowed for lunch then the regular working day shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.
- (c) The regular working day may, by mutual consent of the parties, be varied to provide for eight consecutive hours of work at straight time, lunchtime excluded, between the hours of 7:00 a.m. and 5:30 p.m. Such mutual consent shall be confirmed in writing.
- (d) The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday, inclusive.
- (e) On projects where a majority of the employees cannot commute home daily the regular work week shall consist of forty (40) hours per week. The regular working hours may be varied by mutual consent of the employer and Local Union 1669. Such mutual consent shall be confirmed in writing from Local Union 1669 with the seal of the Local Union affixed thereto.
- (f) All time worked on Saturdays, Sundays and Holidays or before a normal shift, shall be paid for at the rate of double time (or twice) the shift rate applicable to the hours worked by said employees.
- (g) On extremely isolated areas, employees shall be paid time and one half of the regular rate provided approval of Local Union 1669 has been obtained in writing, prior to tendering on the project.
- (h) No employee shall be compelled to work overtime, only with the exception of pouring of concrete or when necessary for the protection of life and/or property. An employee may be excused for bona fide reasons.
- (i) The first two (2) hours after a regular eight (8) hours shall be at 1½ times the base rate. The 1½ time rate shall apply to the 5 x 8 hour, Monday to Friday work week only.

All remaining hours will be paid at double time inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift. On a condensed work week (4 x 10's) all overtime shall be at double time.

- (j) Employees requested to work up to two (2) hours of overtime shall be provided with a lunch or \$12.00 in lieu thereof. Employees requested to work more than two (2) hours' overtime shall be provided with a hot meal by the employer at 6:30 p.m. in lieu of lunch, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute break.
- (k) In the event an employee is called out on a job on Saturday, Sunday, or Holidays, or after the regular daily hours, he shall receive a minimum of two (2) hours' pay at the appropriate overtime rates.
- (l) Five (5) minutes shall be allowed before the close of each shift or working day for the picking up and lockup of personal tools.

Overtime

The first two (2) hours after an eight (8) hour shift shall be at 1½ times the base rate. All remaining hours will be paid at double time (2x) inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift.

The 1½ rates shall apply to the 5 x 8 hour work week only. On a condensed work week (4-10's) double time rates shall apply.

The overtime rate of pay shall apply to all such hours worked by an employee until the employee has had eight (8) consecutive hours off.

Occupied Premises

When, due to the work site being occupied premises, the Employer must schedule the regular working day contrary to Article 7(a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day. This clause shall apply to all commercial/institutional work and to industrial sites for work in non-production facilities. The Employer shall notify the Union prior to the commencement of such work.

Shift Work

- (a) When two shifts are worked, the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply, the second shift shall be from 4:30 p. m. to 12:30 a.m. including a half-hour (½) lunch period and the rate shall be time and one-seventh the regular rate.
- (b) When three shifts are worked the night shift shall be from 12:00 midnight to 8:00 a.m. and the rate shall be time and one-seventh, the day shift shall be from 8:00 a.m. to 4:00 p.m. and the regular rate shall apply, the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the rate shall be time and one-seventh, and a one-half hour (½) lunch period included. Shift work may be adjusted by mutual consent to meet specific conditions.

- (c) Shift work shall be organized so that the employee will not lose any time during his regular week.
- (d) Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.
- (e) No employee shall work parts of two (2) consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at twice the regular rate.
- (f) Overtime for shift workers shall be twice the shift rate applicable to the hours worked by the employee.

Commuting Allowance

- (a) Commuting allowance shall be paid at the rate of sixty-three cents (.63) per kilometre as of May 1, 2022, sixty-six (.66) cents per kilometre as of May 7, 2023, sixty-nine (.69) cents per kilometre as of May 6, 2024. This allows for the employee to provide his own mode of transportation.
- (b) Where commuting is necessary between the project and the place from which board and lodging is being received by the employees, the Commuting Allowance shall be paid for every kilometre travelled beyond eight (8) kilometres of the project. Suitable transportation will be supplied when necessary.
- (c) Employees residing within a forty (40) km radius of the Thunder Bay Canada Post Processing Plant shall be deemed to be residents of the City of Thunder Bay, Ontario.
- (d) Commuting allowance for residents of the City of Thunder Bay will be measured from the Thunder Bay Canada Post Processing Plant. The Commuting Allowance shall apply to the actual road kilometres travelled both ways starting from a point sixteen (16) road kilometres from the Thunder Bay Canada Post Processing Plant and return to that point.
- (e) On work at a construction site all employees shall receive a commuting allowance on the basis of road kilometres travelled in excess of sixteen (16) kilometres between the project and his residence.
- (f) Commuting on Lake Projects - The employee shall report at an employer specified meeting place or point for the regular starting hour of work and be provided transportation by the employer to and from a Lake Project in a safe, reliable craft. All time travelled by the employee to and from a Lake Project shall be on the employer's time and paid at the regular rate of wages.

Travelling Allowance

- (a) Transportation Allowance - On work at a construction site, employees whose vehicles are being used for transportation and who reside outside of a 40 km radius of the jobsite shall receive a transportation allowance of sixty-three cents (.63) per kilometre as of May 1, 2022, sixty-six (.66) cents per kilometre as of May 7, 2023, and sixty-nine (.69) cents per kilometre as of May 6, 2024 on the basis of road kilometres travelled between the project and their residence. This shall be paid at commencement and termination of the job. The employee will receive this transportation allowance within forty-eight (48) hours after reporting on the jobsite. Transportation allowance will be paid only to those employees whose vehicles are being used for transportation. The transportation allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer, and no transportation allowance will be paid.
- (b) Travel Time Allowance - Time spent travelling to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day, in any one day. Travel time by automobile will be computed at an average of 80 kilometres per hour and shall be paid once only on commencement and termination of the job.

The travelling allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer. Where the employer provided transportation it shall be first class transportation.

- (c) Travel Board Allowance – When a worker is required to travel to a construction site more than 160 kilometres from their residence the day before their first shift, they shall have a room supplied and be paid a board allowance.

Wrap Around

Each employee on a project shall receive a cheque for his travel allowance, (kilometres only) to and from the jobsite every forty (40) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

Lodging

On work at a construction site all employees residing beyond a 60 km radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven day basis, for each day the employee is available for work provided he remains at the accommodation supplied.

Board

On work at a construction site all employees residing beyond a 60 km radius of the project shall receive suitable board without cost to the employee. In areas where commercial establishments are available the employer shall pay employees an allowance of \$58.00 per day as of May 12, 2019 per day in lieu of board for each day the employee is available for work at the construction site. However, the employer may provide board if acceptable to the employee. Should adverse weather conditions, or overtime being worked prevent the employee from leaving the area of his employment for the 6th and 7th day, he shall then be paid board allowance for the seven (7) days.

An employee in receipt of Board Allowance beyond a 161 km direct traffic route from his residence shall be paid Board Allowance on a 7 day basis, provided he remains at the accommodation supplied.

Combined Lodging and Board

On work at a construction site all employees residing beyond a sixty (60) kilometre radius of the project and by mutual agreement between employer and employee, one hundred and thirty-five (\$135.00) dollars per day as of May 1, 2022, and one hundred and forty (\$140.00) dollars per day as of May 6, 2024 may be substituted in place of receiving Lodging and Board or Board allowance for each day the employee is available for work.

Subject to the Union's right to determine a method of payment/compensation for room and board on a particular project. It is agreed that there will be no discrimination, included but not limited to discrimination with respect to layoffs, based upon the member's choice concerning the payment/provisions of room and board.

Transfer

- (a) Contractors whose head office is located in the geographic area of Local Union 1669, shall be allowed to transfer to any job or project outside the city or town in which its head office is located, a maximum of one (1) regular employee for each employee hired from the area adjacent to the job or project, provided such employee is available.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Metatarsals

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the union and the Construction Association of Thunder Bay will meet and mutually determine whether this agreement will be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Construction Association of Thunder Bay.

L.U. 1946

Acoustic/Drywall

London

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$38.72	\$3.87	\$2.85	\$7.23	\$2.70	\$55.37	\$0.30
May 7/23	\$40.25	\$4.02	\$2.96	\$7.23	\$2.71	\$57.17	\$0.30
May 5/24	\$41.73	\$4.17	\$3.07	\$7.23	\$2.73	\$58.93	\$0.30

Employer Contributions

	May 30/22	May 7/23	May 5/24
Association Administration Fund	\$0.30	\$0.30	\$0.30
Local 1946 Training Fund	\$0.67	\$0.68	\$0.70
Local 1946 Building & Upgrading Fund	\$1.65	\$1.65	\$1.65
CDC North American Training Fund (ITC)	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.30	\$0.30	\$0.30
De Novo Contribution	\$0.02	\$0.02	\$0.02

Employee Deductions

	May 30/22	May 7/23	May 5/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
ICI Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local Administration Fund	\$0.87	\$0.88	\$0.90
De Novo Contribution	\$0.02	\$0.02	\$0.02
Local 1946 Dues Bank	\$0.21	\$0.21	\$0.21

** Separate deduction line on pay stub

Foreman Differential:

12% of Hourly Rate

Lead Hand Differential

6% of Hourly Rate

Apprentices:

	May 30/22	May 7/23	May 5/24
1 st (0-1800 hrs) 55% of journeyman rate	\$21.30	\$22.14	\$22.95
2 nd (1801-2700 hrs) 60% of journeyman rate	\$23.23	\$24.15	\$25.04
3 rd (2701-3600 hrs) 70% of journeyman rate	\$27.10	\$28.17	\$29.21
4 th (3601-4500 hrs) 80% of journeyman rate	\$30.98	\$32.20	\$33.38
5 th (4501-5400 hrs) 85% of journeyman rate	\$32.91	\$34.21	\$35.47

**Health and Welfare contributions shall be made from the first day of employment for all apprentices.

**No pension contributions will be made for the first year apprentices (First 1800 hours).

Foreman Ratio and Definition

All foreman must be members of Local 1946 or carry a Local 1946 work permit. An Employer shall have the right to Name hire a Foreman. One (1) Foreman must be appointed to supervise the other employees when eight (8) or more journeymen and/or apprentice Carpenters are on the project and he shall be paid the foreman’s rate.

Lead Hand Ratio and Definition

A lead hand is a worker designated at the Employer’s discretion to give direction to a crew having 1 to 7 journeymen and/or apprentice Carpenters under his direction and he shall be paid lead hand rate. All lead hands must be members of Local 1946 or carry a Local 1946 work permit. An Employer shall have the right to Name hire a lead hand.

Vacation Pay and Statutory Holiday Pay

Vacation pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40 or by mutual consent 9x4 days plus 4X1 day (40 hours)	1½ x 1 st 3 hrs, 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular hours of work, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday, inclusive, with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 p.m. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight (8) and the maximum number of working hours per week shall be forty (40), and work outside these hours shall be overtime work, save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point, at starting time, shall be the shelter provided for tools and equipment at 8:00 a.m. and proceed to work on the employer’s time. The employee shall have a full half-hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be

known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.

- (c) Any extra daily shift on any particular job shall be of not more than seven (7) hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the Foreman, shall be permitted to work more than one shift in any twenty-four (24) hours. When such shift system is worked, the rate of wages shall be:

<i>Day Shift -</i>	8:00 a.m. to 4:30 p.m. at regular time
<i>Second Shift -</i>	4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
<i>Third Shift -</i>	12:01 a.m. to 7:30 a.m. at time and one-half the regular rate

- (d) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one regular working day shall be time and one-half and work performed after the three hours of overtime shall be at double time. When overtime is performed on the 2nd and 3rd shift, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three hours of overtime and twice the shift rate after the first three hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (e) The employer is not obligated to schedule overtime work for any employee who has not completed the regular work week without reasonable cause.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.

Travel and Board

- (a) All employees when employed within a forty (40) kilometre radius from London City Hall shall be governed by the working hours specified for the project, and shall provide for themselves at no cost to the employer, all necessary transportation from home to shop or project at starting time and from shop or project to home at quitting time.
- (b) All employees when employed outside the forty (40) kilometre free zone radius from London City Hall shall receive the following travel or board expenses:

Over 40 km radius to 64 km radius -	\$26.52
Over 64 km radius to 80 km radius -	\$50.37
Over 80 km radius to 107 km radius -	\$63.62
Over 107 km radius to 165 km radius -	\$82.19

Kilometrage will be calculated on a radius basis.

In all cases where travel is paid it shall be measured from London City Hall and be determined by straight line using Google Earth and shall be agreed to by both parties prior to the start of the project. The union and the employer shall also jointly determine prior to the start of the project, if

that any portion of the project where actual work is performed falls outside the 40 kilometre free zone, travel shall be paid for the whole project.

- (c) An employee shall receive board allowance of one hundred and ten dollars (\$110.00) per day worked on all work located over a one hundred and sixty five (165) kilometre radius to two hundred and forty-one (241) km from London City Hall. When Statutory Holidays fall on a Tuesday, Wednesday or Thursday and the employee is in receipt of board allowance he shall receive board allowance for the Statutory Holiday provided such employee is available for work a full shift on the normal working day preceding the Holiday and a full shift on the normal working day immediately following the Holiday.
- (d) An employee shall receive board allowance of one hundred and twenty-five dollars (\$125.00) per day on a seven day basis on all work located over two hundred and forty-one (241) km radius from London City Hall. An employee in receipt of this board allowance shall receive board allowance for Saturday and Sunday providing such employee is available for work a full shift on the normal work day preceding the weekend and a full shift on the normal working day immediately following the weekend and, further, shall receive board allowance for all Statutory Holidays when any such Holiday falls in the pay period.
All employees shall be paid a minimum of five (5) days Room and Board for each forty (40) hour work week.
- (e) **(Amendment 1984)**
The wages, (total package) set out in the Acoustic and Drywall Appendix for Local 785 shall be applicable in the Counties of Grey, Huron, Bruce, Perth and Oxford. Provided, however, that employers with a head office in the geographic jurisdiction of Local 785 shall employ carpenters from Local 785 and Local 1946 on a 50-50 basis. The said Counties shall remain in the geographic jurisdiction of Local 1946.

Hiring:

When hiring, a request by the Employer for a named individual who is a member in good standing of the Local Union for at least 30 days shall not be unreasonably denied by the union, provided that at no time shall the number of newly hired named individuals employed at the jobsite exceed the number of those individuals referred by the Union not requested by the Employer.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project on schedule. No more than 2 extra hours per weekday may be worked to a total of 10 hours per day,

and then double time would be applied. **Make-up time hours are agreed not to exceed 8 hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ for the first 4 hours and double time thereafter. The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement “Amending” and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Parking

The employer shall reasonably endeavor to provide parking spaces for all employees. On projects where adequate parking spaces are not available for employee's vehicles, it is agreed that a pre-job conference will be held to determine the most satisfactory solution to the problem. If it is necessary to have additional space to accommodate reasonable parking requirements – the employer, once accepting the location and cost of the parking site, is responsible to reimburse 50% of the cost to the employee upon submission of the receipt to be paid weekly. Parking project costs are limited to any Hospitals, Post Secondary School Institutions, London Downtown Core and/or mutually agreed upon sites.

Agreement

Between

Carpenters' District Council of Ontario –
United Brotherhood of Carpenters – Local 1946

and

Acoustical Association of Ontario

and

Interior Systems Contractors Association of Ontario

This will confirm the Agreement reached between the parties above amending Schedule D to the Collective Agreement expiring April 30, 2025.

- Proposed agreement to be at LU 675 Residential Piecework rates or as per the current Market Recovery Agreement only
- Hourly rates and conditions to be London I.C.I.
- 100% name hire for applicable hourly or piecework rates
- All manpower to be dispatched or permitted through Local 1946 London with notification either electronically or other source prior to work commencing
- Jobs to be enabled to this agreement within the I.C.I. sector, shall be old age homes, student residences, senior citizen and nursing facilities (long or short term care), primary schools, secondary schools where the majority of bidding contractors are non-union.

Acoustic/Drywall
Article 6 - SCHEDULE D

Ottawa

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.05	\$4.11	\$3.17	\$7.12	\$2.55	\$58.00	\$0.30
May 7/23	\$42.74	\$4.27	\$3.37	\$7.12	\$2.60	\$60.10	\$0.30
May 5/24	\$44.64	\$4.46	\$3.57	\$7.12	\$2.65	\$62.44	\$0.30

Employer Contributions

	May 30/22	May 7/23	May 5/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Apprenticeship Fund (including Carpenters' District Council of Ontario Training Trust Fund)	\$1.00	\$1.00	\$1.00
Local Administration Fund	\$0.55	\$0.55	\$0.55
Building Fund	\$1.00	\$1.00	\$1.00
Local Fund		\$0.05	\$0.05

Employee Deductions

	May 30/22	May 7/23	May 5/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
CDC Fund	\$1.75	\$1.75	\$1.75

Foreman Differential:

12 %	12 %	12 %
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Apprentices:

	May 30/22	May 7/23	May 5/24
Pre-Apprentice 450 hrs – 40% of journeyman rate	\$16.42	\$17.10	\$17.86
1 st Term 1800 hrs - 55% of journeyman rate (no pension)	\$22.58	\$23.51	\$24.55
2 nd Term 1801-2700 hrs - 60% of journeyman rate	\$24.63	\$25.64	\$26.78
3 rd Term 2701-3600 hrs - 70% of journeyman rate	\$28.74	\$29.92	\$31.25
4 th Term 3601-4500 hrs - 80% of journeyman rate	\$32.84	\$34.19	\$35.71
5 th Term 4501-5400 hrs - 85% of journeyman rate	\$34.89	\$36.33	\$37.94

Geographic Scope

The City of Ottawa, and the United Counties of Prescott and Russell, the County of Renfrew (including McNab/Braeside Township and the Town of Arnprior), the United Counties of Stormont, Dundas and Glengarry and the and Grenville, and the townships of Pakenham, Ramsay and Beckwith in the County of Lanark.

The following townships in the district of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick,

Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular hours of work, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive, with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 p.m. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight (8) and the maximum number of working hours per week shall be forty (40) and work outside these hours shall be overtime work, save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point at starting time, shall be the shelter provided for tools and equipment at 8:00 a.m. and the employee shall proceed to work on the employer's time. The employee shall have a full half-hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven (7) hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the Foreman, shall be permitted to work more than one shift in any twenty-four hours. When such shift system is worked, the rate of wages shall be:
 - Day Shift* - 8:00 a.m. to 4:30 p.m. at regular time
 - Second Shift* - 4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
 - Third Shift* - 12:01 a.m. to 7:30 a.m. at time and one-half the regular rate
- (d) 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, and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked. Any work performed under these conditions outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at the rate of one

and one-seventh times the regular rate of pay, save and except when overtime rates apply.

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one regular working day shall be time and one-half (1½) and work performed after the three (3) hours of overtime shall be at double time. When overtime is performed on the 2nd and 3rd shift, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime and twice the shift rate after the first three (3) hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.
- (g) Notwithstanding the overtime amounts shown in Schedule D and Article 7(e) and (f) above, no overtime will be paid until an employee has achieved 40 hours in any given work week, nor will overtime be paid if the employee fails to report to work in the week following the overtime work without good reason.
- (h) By mutual agreement of any signatory contractor and the union the standard hours of work may be altered to allow for four 9 hour daily shifts and a 4 hour shift on Friday. The contractor will give advanced notice and permission to proceed on this basis will not be unreasonably withheld.
- (i) Make-up Time: Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control and upon authorization by the Union, the hours lost may be made up by working an additional two hours per day Monday through Friday or up to eight hours on Saturday at straight time rates up to the total hours of lost time to a maximum of forty hours, or the maximum straight-time hours of geographically applicable Local Union, total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from 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 future projects for the currency of the agreement.

Article 11 - Travel and Board Allowance

- (a) No travel allowance shall be paid within a sixty (60) kilometre radius of the intersection of Carling Avenue and Preston Street in Ottawa. This area will be known as the Free Zone.

- (b) An employee shall receive a travel allowance of one hundred dollars (\$100.00) per day on all work located beyond the sixty (60) kilometre radius of the intersection of Carling Avenue and Preston Street in Ottawa.
- (c) Notwithstanding the provisions of sub-paragraphs 11(a) and 11(b), and provided prior written consent has been obtained from the Local Union, an Employer may provide suitable alternative travel, transfer, board and allowance or lodging instead of making payments referred to in sub-paragraphs 11(a) and 11(b). It is subject to agreement by the Employer and the Employee as to whether or not suitable alternative arrangements will be agreed upon instead of payment of the aforesaid allowance.

Parking

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

Apprentices

All apprentices shall have equal opportunity to work with their tools whenever feasible within the trade jurisdiction. The remainder of their time, related to handling and cleaning of materials, shall also be distributed as equitably as possible amongst all apprentices so that all apprentices shall advance in skill and ability in as equal a fashion as is practicable.

The Union agrees that, upon request from a contractor bound to the terms of this Agreement that it shall dispatch from the hall, or otherwise provide to the contractor, only those members who are fully trained by the Local in those aspects of Health & Safety, as agreed to from time to time by the LAC.

The Local agrees, that, upon request, it shall provide, in writing, evidence satisfactory to the contractor that the training has occurred and that all dispatched members have received such training as referred to above.

Tool List

- i) Battery Screw Guns
- ii) Safety Glasses

Polyurethane Spray

It has been agreed that the installation of polyurethane spray foam shall be included in the Ottawa local schedule work jurisdiction.

**Acoustic/Drywall
Article 6 - SCHEDULE D**

Sudbury

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 27/22	\$40.99	\$4.10	\$2.85	\$7.23	\$1.72	\$56.89	\$0.30
May 1/23	\$42.85	\$4.29	\$2.96	\$7.23	\$1.77	\$59.10	\$0.30
May 1/24	\$44.76	\$4.48	\$3.07	\$7.23	\$1.77	\$61.31	\$0.30
Jan 1/25	\$44.89	\$4.49	\$3.07	\$7.23	\$1.77	\$61.45	\$0.30

Employer Contributions	May 27/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30	\$0.30
Training & Upgrading Fund	\$1.15	\$1.20	\$1.20	\$1.20
CDC North American Fund	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.51	\$0.51	\$0.51	\$0.51

Employee Deductions	May 27/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union dues Check-off	\$1.25	\$1.25	\$1.25	\$1.25

Foreman Differential:	15%	\$6.15	\$6.43	\$6.71	\$6.73
Sub-Foreman:	10%	\$4.10	\$4.29	\$4.48	\$4.48

Apprentices:	May 27/22	May 1/23	May 1/24	Jan 1/25
1 st Term 0-1800 hrs - 55% of journeyperson rate	\$22.54	\$23.57	\$24.62	\$24.69
2 nd Term 1801-2700 hrs - 60% of journeyperson rate	\$24.59	\$25.71	\$26.86	\$26.93
3 rd Term 2701-3600 hrs - 70% of journeyperson rate	\$28.69	\$30.00	\$31.33	\$31.42
4 th Term 3601-4500 hrs - 80% of journeyperson rate	\$32.79	\$34.28	\$35.81	\$35.91
5 th Term 4501-5400 hrs - 85% of journeyperson rate	\$34.84	\$36.42	\$38.05	\$38.16

No pension contributions will be made for the first term apprentices (First 1800 hours)

Foreman Ratio and Definition

- (a) The term "Foreman" as used herein, is an employee who supervises a sub-foreman, a journeyman carpenter, an apprentice, or any composite work force thereof. For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over more than

seven (7) men. An employer shall have the right to name hire a foreman on condition that he remain as foreman until completion of the project.

No Apprentice shall act in a supervisory capacity.

Vacation Pay and Statutory Holiday Pay

Vacation pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Parking

When parking facilities are provided by the employer or client, employees will be allowed any excess over five (5) minutes for walking time.

Occupied Premises

This clause shall apply to all commercial and institutional work and all industrial sites for work on non-production facilities. Where work is performed in occupied premises where it is impractical to work during regular hours of work the following conditions will apply:

- (i) Up to eight (8) hours per day at straight time over five (5) consecutive days not to exceed forty (40) hours at straight time in those five (5) days.
- (ii) In conformity with Article 7, Subsection 2, Schedule D, overtime rates of pay for the first two (2) hours following a regular working day shall be at one and one-half (1½) times the regular basic rate. All other overtime shall be at double this regular basic rate including the 6th and 7th day.
- (iii) Statutory Holidays will be paid at double time.

The classification of a project as occupied premises shall be determined and mutually agreed to in writing between Local Union 2486 and the Sudbury Construction Association.

Heavy Industrial Projects

The parties agree to participate in pretending meetings to consider special problems created by scheduling work between building trades with different hours of work. Amendments to the regular hours of work shall be made in accordance with Article 28.

Metatarsals:

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the Union and the Sudbury Construction Association will meet and mutually determine whether this agreement shall be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 2486 – Zone 2

Acoustic/Drywall

Sault Ste. Marie

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 27/22	\$40.26	\$4.03	\$2.85	\$7.23	\$1.72	\$56.09	\$0.30
May 1/23	\$42.10	\$4.21	\$2.96	\$7.23	\$1.77	\$58.27	\$0.30
May 1/24	\$43.98	\$4.40	\$3.07	\$7.23	\$1.77	\$60.45	\$0.30
Jan 1/25	\$44.11	\$4.41	\$3.07	\$7.23	\$1.77	\$60.59	\$0.30

Employer Contributions

	May 27/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund (including Ontario Construction Secretariat Fund)	\$0.30	\$0.30	\$0.30	\$0.30
Training Upgrading & Promotion	\$1.15	\$1.20	\$1.20	\$1.20
CDC North American Training	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.51	\$0.51	\$0.51	\$0.51

Employee Deductions

	May 27/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$1.25	\$1.25	\$1.25	\$1.25

Foreman Differential: 15%

	\$6.04	\$6.32	\$6.60	\$6.62
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Leader Differential: 10%

	\$4.03	\$4.21	\$4.40	\$4.41
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Shift Differential @ 1/7 X Hourly Rate

Apprentices:

	May 27/22	May 1/23	May 1/24	Jan 1/25
1 st Term 0-1800 hrs-55% of journeyperson rate	\$22.14	\$23.16	\$24.19	\$24.26
2 nd Term 1801-2700 hrs-60% of journeyperson rate	\$24.16	\$25.26	\$26.39	\$26.47
3 rd Term 2701-3600 hrs-70% of journeyperson rate	\$28.18	\$29.47	\$30.79	\$30.88
4 th Term 3601-4500 hrs-80% of journeyperson rate	\$32.21	\$33.68	\$35.18	\$35.29
5 th Term 4501-5400 hrs-85% of journeyperson rate	\$34.22	\$35.79	\$37.38	\$37.49

No pension contributions will be made for first term apprentices (First 1800 hours)

Vacation Pay and Statutory Holiday Pay shall be paid weekly along with regular wages.

Foreman Ratio and Definition

- (a) The term “Foreman” as used herein, is an employee who supervises a sub-foreman, a journeyman carpenter and apprentice, or any composite work force thereof. For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over more than seven (7) men. An employer shall have the right to name hire one foreman or one leader on condition that he/she remains as foreman or leader until completion of the project.
- (b) The term “Sub-Foreman as used herein, is an employee who supervises a journeyman carpenter, an apprentice, or any composite work force thereof; however, the sub-foreman may work with the tools of the trade; For the purpose of this Agreement, sub-foreman is hereby defined as a carpenter having supervisory capacity over two (2) men and not over seven (7) men, who in addition to such supervisory capacity is also required to perform his regular duties as a carpenter with the use of tools and/or equipment.

CAULKING APPENDIX

to the
Agreement
by and between

THE CARPENTERS' EMPLOYER BARGAINING AGENCY

(hereinafter called "EBA")

and

THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,

United Brotherhood of Carpenters and
Joiners of America
(hereinafter called the "Union")

As provided in Article 2 of the master portion of the Agreement, the EBA and the Union have agreed to supply the following provisions of this Appendix as part of the Agreement.

In this Appendix, Association means the Caulking Contractors Association of Ontario, (Division of the Sealant and Waterproofing Association).

ARTICLE 3 - RECOGNITION

- (a) The provisions of this Appendix shall apply to and be binding upon employers engaged as Caulking Contractors.

ARTICLE 5 - UNION SECURITY

(This Special Provision shall be an addition to the provisions of Article 5 in the master portion of the Agreement.)

- (a) If an employer is a partnership or corporation no member of the firm shall work with the tools and it is understood that any person working with the tools of the trade must be a member in good standing of the United Brotherhood of Carpenters and Joiners of America in an affiliated Local Union of the Council and is subject to all the terms and conditions of this Agreement.
- (b) (This Special Provision shall replace the provisions of Article 5.07 in the master portion of the Agreement.)
 - (i) The Union shall allow mobility of manpower to an employer who has signed the voluntary agreement for province-wide recognition, a copy of which is attached hereto in Schedule "C".
 - (ii) Such mobility of manpower shall be as follows: From one geographic area to any job or project in any other geographic

area within the Province of Ontario, the employer may transfer a maximum of four men, one of whom shall be designated as the employer's representative.

The maximum may be increased by such further number as may be agreed upon between the employer and the Local Union or District Council.

ARTICLE 6 - WAGES AND METHOD OF PAYMENT

- (a) The following wage rate schedule is inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- (a) The following hours of work schedule is inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

ARTICLE 8 - HOLIDAYS AND VACATIONS

(Special Provision)

(This Special Provision shall be an addition to the provisions of Article 8.01(b) in the master portion of the Agreement.)

- (a) When any of the enumerated holidays falls on a Monday, the Friday preceding such Statutory Holiday shall also be recognized as a holiday.

ARTICLE 11 - COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE, LODGING

- (a) The following travel schedule is inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

ARTICLE 12 - REPORTING ALLOWANCE

(Special Provision)

- (a) The provisions of Article 12 in the master portion of the Agreement do not apply to employees covered by this Appendix.

ARTICLE 13 - SHELTER AND TOOL LOCK-UP

(Special Provision)

(This Special Provision shall replace Article 13 in the master portion of the Agreement.)

- (a) The employer shall provide a proper and adequate tool lock-up for the storage of the employee's tools.
- (b) The employer agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire, industrial mishap, or burglary, all as supported by claims promptly submitted in writing by the employee with substantiating evidence to establish the loss from the designated locked storage. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$1,000.00. The employer's liability shall not exceed \$300.00 for clothing.
- (c) If required by employer, every employee shall be required to purchase tools from the employer at employer's cost, not to exceed sixty dollars (\$60.00); cost of same to be deducted from the employee's pay for the first three (3) weeks of employment at twenty dollars (\$20.00) weekly. Normal replacement of said equipment shall be the responsibility of the employer and the sixty dollars (\$60.00) shall be returned to the employee on the termination of employment, or two years, whichever comes first.

ARTICLE 19 - WORK JURISDICTION

(Special Provision)

- (a) The work covered by this Appendix shall be as follows:
Weather-stripping, caulking, and sealing, and all work in preparation of, or related to, work in connection therewith.

The Schedule D for each of Locals 18, 27, 249, 397, 494, 785, 1256, 1669, 1946, 2222 and 2486 shall be amended to incorporate therein the standard terms and conditions shown below. (to be known as the Southern Ontario Standard Caulking Terms).

L.U. 18

**Caulker
Article 6 - SCHEDULE D**

**Hamilton - Niagara
Zone 1 & 2**

**WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund (per hour worked)	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Training & Upgrading Fund (Includes CDC North American Training Fund \$0.06)	\$0.65	\$0.65	\$0.65
Employee Deductions:			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$0.61	\$0.61	\$0.61
Foreman Differential:	10%	10%	10%

Local 18 vacation pay and statutory holiday pay shall be paid to each member semi-annually in July and December.

Trainees:

Prior to commencement of work, Trainees shall report to the Union Office and shall receive a referral slip.

(a) The minimum rate of wages for Trainees shall be as follows:

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.08	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeyman**

Journeyman shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory experience and employment with an employer for a three (3) year period.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeyman, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Journeyman shall be competent work persons.

All other items Article 7-Schedule D, Article 9-Schedule D, Article 11-Schedule D, shall be as Carpenters' Local 18, Hamilton Zone 1 Schedule or Niagara Carpenters' Local 18, Zone 2 Schedule where applicable.

Any item not covered in these Schedules shall be as per Provincial Caulking Appendix or Carpenters' Master Portion.

Caulker

Toronto

Article 6 - SCHEDULE D

**WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.50	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.50	\$1.15	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.50	\$1.15	\$47.93

Note: Health & Welfare rate includes a Retirees' Subsidy of .30 cents
Total Wage Package includes a premium transportation allowance for OLRB Area #8.

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.09	\$0.09	\$0.09
CDC North American Training Fund	\$0.06	\$0.06	\$0.06

Employee Deductions:			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		

Foreman Differential:	\$2.25	\$2.25	\$2.25
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Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

(a) The minimum rate of wages for Trainees shall be as follows:

Trainees	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeyman**

Journeyman shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeyman shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeyman, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

(a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

(b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the

same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.

- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Travel Allowance

- (a) The employer agrees to pay an employee who supplies his own transportation thirty cents (.30) per kilometre travelling expenses from the Toronto City limits to any project in the area of Metropolitan Toronto; the Counties of York and Peel; the Township of Esquesing and Towns of Oakville and Milton in the County of Halton; and the Township of Pickering in the Province of Ontario.
- (b) Employees who are hired within, to work within, and are required to travel outside the area in (a) shall be paid their duly authorized expenses, plus travelling expenses of thirty cents (.30) per kilometre, unless transportation is supplied by the Company, employees shall be paid their regular hourly wages for all time spent in travelling from the Toronto City limits to their destination and return. It is agreed by both parties that the employer shall arrange for crews and provide transportation from the plant office at the beginning of each day and return after the last job, unless it is necessary that the man provides his own transportation. It is further agreed that the employer may require employees to report directly to the jobsite. It is understood that if required by the employer, an allowance of fifteen (15) minutes at the beginning and end of each work day shall constitute paid loading time and be outside the regular working hours.

Parking Allowance

On projects falling within the area: bounded on the west by the east side of Dufferin St., bounded on the north by the south side of St. Clair Ave., bounded on the east by the west side of Jarvis St. and Mt. Pleasant and on the south by the north shore of Lake Ontario, employees will be paid a daily parking allowance of \$3.70 per day worked. Daily parking allowance will not be paid where the employer provides parking or where the employer provides transportation to and from the above-noted parking allowance zone.

L.U. 93

Caulker **Ottawa, Pembroke, Cornwall (Zone 1,2 & 3)**
Article 6 - SCHEDULE D

**WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total	Assoc. Admin Fund
May 30/22	\$34.45	\$3.45	\$2.85	\$7.23	\$3.41	\$51.39	\$0.12
May 1/23	\$36.15	\$3.62	\$2.96	\$7.23	\$3.41	\$53.37	\$0.12
May 1/24	\$37.85	\$3.78	\$3.07	\$7.23	\$3.41	\$55.34	\$0.12

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.12	\$0.12	\$0.12
North American Training Fund	\$0.06	\$0.06	\$0.06
Local 93 Apprenticeship & Training	\$0.85	\$0.85	\$0.85
Local 93 – Promotion Fund	\$0.25	\$0.25	\$0.25
Local 93 – Building Fund	\$0.90	\$0.90	\$0.90
Local 93 – Office Administration Fund	\$0.60	\$0.60	\$0.60
CDC Fund	\$0.75	\$0.75	\$0.75

Employee Deductions:	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Carpenters District Council of Ontario (Union Dues Check-off)	\$1.00	\$1.00	\$1.00

Foreman Differential: 13% of Base Rate

Lead Hand 8% of Base Rate

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.

Apprentices	May 30/22	May 1/23	May 1/24
1 st Year – 0 hrs to 1799	\$20.50	\$20.50	\$20.50
2 nd Year – 1800 to 3599	\$22.39	\$23.49	\$24.60
3 rd Year – 3600 to 5399	\$27.56	\$28.92	\$30.28
4 th Year – 5400 to 7200	\$31.00	\$32.53	\$34.06

Hours of Work

- (a) Forty-four (44) hours shall constitute a week's work, nine (9) hours a day worked from Monday to Thursday inclusive, and eight (8) hours on Friday. No member of the union shall be permitted to work more than forty-four (44) hours except as provided for in this schedule or with the express permission of the appropriate union representative.

Overtime

- (b) Work performed in excess of the regular work period of nine (9) hours a day (eight (8) hours on Friday) forty-four hours a week, as defined in (a) above, shall be considered overtime work. For this overtime work, the employees must be paid time and one-half for the first two (2) hours overtime in each regular working day. All other overtime shall be paid at the rate of double time.
- (c) Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where employees are required to work more than ten (10) hours in one day, they shall receive fifteen dollars (\$15.00) as a food allowance.

Shiftwork

- (d) No work performed outside of regular working hours shall be considered as shift work unless two (2) or more shifts are working on the same job in a twenty-four (24) hour period. Regular rates of wages shall be paid for a shift commencing at or after 7:00 a.m. and finishing at or before 5:00 p.m. A shift working outside the regular working hours outlined above will be of seven (7) hours a duration, with regular rates plus a fifteen (15) percent shift premium for those seven (7) hours.
- (e) In the event that a shift, other than a day shift, is not of seven (7) hours duration, such work shall be considered overtime and the overtime rate of wages will be paid.
- (f) For the purposes of clarification, the work week, for shift work, shall be from midnight Sunday to midnight Friday of each week. All overtime on shift work shall be paid at one and one-half times the rate established herein for work performed during the first two (2) overtime working hours and at double the rate for all other overtime hours.
- (g) First shift shall be: 7:00 a.m. to 5:00 p.m.
Second shift shall be: 5:00 p.m. to 12:00 midnight
Third shift shall be: 12:00 midnight to 7:00 a.m.
Shift starting time may be varied by mutual consent of the parties.
- (h) Employee shall have ten (10) minutes for picking up their tools at the end of each shift.

Competitive Hardship Make-Up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control on exterior work, members may be required to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule.

No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day, and then double time would be applied. Make-up time

hours are agreed not to exceed eight (8) hours per week Monday to Friday. Make-up time if needed on a Saturday will be paid at the rate of 1 ½ (time and one half) for the first four hours and double time thereafter.

The union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested.

We consider this to reference Article 28 of this agreement "AMENDING" and will be noted as such if this clause is utilize.. The Employer and the Union shall meet to confirm Hardship Issues prior to implementation of any proposed changes to the working hours, and the necessity for such changes. Any violation to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Occupied Premises

Occupied Premises shall be defined as facilities on which it is impractical to perform work during regular business hours applicable to such business.

Work within such facilities may be performed under the following conditions:

- (a) Nine (9) hours per day (8 hours on Friday) at the applicable straight hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.
- (b) Applicable overtime rates shall be paid after nine (9) hours in any shift and for all work performed Saturdays, Sundays and Holidays which shall be paid at double time.

Travel Allowance:

- (a) A free zone of forty (40) kilometres shall be established from the job site by shortest accessible route and after that point fifty-five cents (.55) a kilometre shall be paid each way from his/her home.
- (b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

Health & Welfare, Pension, Union Dues

All Health & Welfare, Pension and Employer Contributions and Employee Deductions are to be remitted to the Ontario Provincial Council of Carpenters` Pension Funds as directed by the trustees for such Funds.

Work Jurisdiction

The work covered by this Appendix shall be as follows: Weather-stripping, Caulking, and sealing. Fire caulking, Fire proofing, and Fire sealing by any application and material product and all work in preparation of, or related to, work in connection therewith.

L.U. 249

Caulker
Article 6 - SCHEDULE D

Kingston (Zone 1)
Smiths Falls (Zone 2)

**WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.59	\$0.59	\$0.59
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Employee Deductions:			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off 2% of Gross Earnings			
Foreman Differential:	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeymen**

Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

- (a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time

- Second Shift - Time and one-seventh the regular rate
Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

L.U. 397 (Zone 1, 2, 3 & 4)

Caulker

Article 6 - SCHEDULE D

**WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.59	\$0.59	\$0.59
CDC North American Training Fund	\$0.06	\$0.06	\$0.06

Employee Deductions:

Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		

Foreman Differential:

	\$2.25	\$2.25	\$2.25
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Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:

	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeyman**

Journeyman shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeyman shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

- (a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Article 6 - SCHEDULE D

**WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.59	\$0.59	\$0.59
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Employee Deductions:			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off 2% of Gross Earnings			
Foreman Differential:	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeyman**

Journeyman shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeyman shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

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Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

(a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate

- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.59	\$0.59	\$0.59
CDC North American Training Fund	\$0.06	\$0.06	\$0.06

Employee Deductions:

Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		

Foreman Differential:

May 30/22	May 1/23	May 1/24
\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:

	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeymen**

Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

(a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate

- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

**ARTICLE 11 - SCHEDULE "D"
TRAVEL ZONES, ROOM & BOARD
ALLOWANCE, MILEAGE**

- (a) A free zone of 60 km radius from the city hall in Cambridge is established.
- (b) Except where the employer provides transportation, traveling expenses will be paid to all employees covered by this agreement who are required to report to work outside the free zone provided for in this article at the rate of forty-eight (.48) per km from the edge of the free zone and return.
- (c) In the event that the employer provides transportation to the jobsite and return, then the traveling expenses provided for above shall not apply.

Board Allowance

- (d) The Employer shall pay reasonable cost of room and meals upon receipts being submitted by the Employee to the Employer. On the day that room and meals are paid, the kilometrage in 11(a) will not be applicable, except on the first day of payment for room and meals.
- (e) When an employee is transferred during working hours and transportation is provided by the Employer, then no transportation costs will be allowed, but regular rate of pay will be paid for all time in transit.
- (f) When an employee is transferred at the request of the employer during working hours and provides his own transportation he/she shall be paid his/her regular rates of pay while travelling from job to job, plus transportation costs of forty-eight cents (\$0.48) per km.

Letter of Understanding (LOU)
Between:
The Carpenter Local 785 (the Union)
and
The General Contractors' Section of Grand Valley Construction
Association (the Employer)
Covering the renewal of the Cambridge Local 785 Schedule of the
Carpenters Provincial Agreement
May 1, 2022 – April 30, 2025

1. The parties agree to deal with parking on a project by project basis.
2. When the Employer provides parking, free of charge, in close proximity to the project, no parking allowance shall be payable.
3. When the Employer is unable to provide parking in close proximity to the jobsite and employees are required to pay for parking, the employee may submit a request for reimbursement of parking expenses, such as a request shall not be unreasonably denied by the Employer.
4. This LOU may be enforced through the grievance procedure of the Provincial Carpenters Agreement.
5. The Union agrees to meet with the Employer prior to filing a grievance concerning parking expenses.

For The Employer

Jason Ball

Dated this 30th day of May, 2022

For The Union

Matthew Kwasnicki

Dated this 30th day of May, 2022

Caulker

Sarnia

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$31.74	\$3.17	\$2.60	\$5.30	\$1.70	\$44.51
May 1/23	\$32.93	\$3.29	\$2.65	\$5.60	\$1.75	\$46.22
May 1/24	\$34.03	\$3.40	\$2.70	\$6.00	\$1.80	\$47.93

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.40	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.64	\$0.69	\$0.74
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Employee Deductions:			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		
Foreman Differential:	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeymen**

Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

(a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

(b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.

- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$35.03	\$3.50	\$2.85	\$7.23	\$2.31	\$50.92
May 1/23	\$36.53	\$3.65	\$2.96	\$7.23	\$2.51	\$52.88
May 1/24	\$38.21	\$3.82	\$3.07	\$7.23	\$2.51	\$54.84

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprentice & Training Fund	\$1.25	\$1.45	\$1.45
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Employee Deductions	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check Off	2% of Gross Earnings		
Foreman Differential:	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hours)	\$17.51	\$18.26	\$19.10
2 nd Term (1801-3600 hours)	\$21.02	\$21.92	\$22.93
3 rd Term (3601-5400 hours)	\$24.52	\$25.57	\$26.75
4 th Term (5401-7200 hours) Fire Stop Trainee	\$29.77	\$31.05	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeyman**

Journeyman shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeyman shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

(d) **Journeyman's Assistants**

Journeyman's Assistants shall be journeymen who have completed the training as described in (a) but are unable to meet the requirements of Journeymen at the end of the 5th six (6) month trainee period as described in (b). Journeyman's Assistants shall be paid at the rate of ninety percent (90%) of the Journeyman's rate of wages and shall receive the same contributions applicable to Journeymen.

(e) Vacation Pay and Statutory Holiday Pay owing to employees will be paid by July 1st of each year or on termination of employment, in any one year.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

(a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

(b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.

(c) When such shift system is worked, the rate of wages shall be:

- Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
- Second Shift - Time and one-seventh the regular rate
- Third Shift - Time and one-half the regular rate

(d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

(e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime

work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.

- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Commuting Allowance

- (a) Commuting allowance shall be paid at the rate of sixty cents (.60) per kilometre as of May 1, 2012. This allows for the employee to provide his own mode of transportation.
- (b) Where commuting is necessary between the project and the place from which board and lodging is being received by the employees, the Commuting Allowance shall be paid for every kilometre travelled beyond eight (8) kilometres of the project. Suitable transportation will be supplied when necessary.
- (c) Employees residing within a forty (40) km radius of the Thunder Bay Canada Post Processing Plant shall be deemed to be residents of the City of Thunder Bay, Ontario.
- (d) Commuting allowance for residents of the City of Thunder Bay will be measured from the Thunder Bay Canada Post Processing Plant. The Commuting Allowance shall apply to the actual road kilometres travelled both ways starting from a point sixteen (16) road kilometres from the Thunder Bay Canada Post Processing Plant and return to that point.
- (e) On work at a construction site all employees shall receive a commuting allowance on the basis of road kilometres travelled in excess of sixteen (16) kilometres between the project and his residence.
- (f) Commuting on Lake Projects - The employee shall report at an employer specified meeting place or point for the regular starting hour of work and be provided transportation by the employer to and from a Lake Project in a safe, reliable craft. All time travelled by the employee to and from a Lake Project shall be on the employer's time and paid at the regular rate of wages.

Travelling Allowance

- (a) On work at a construction site, all employees who reside outside of a 40 km radius of the jobsite shall receive a travel allowance of sixty cents (.60) per kilometre as of May 1, 2012 on the basis of road kilometres travelled between the project and his residence. This shall be paid at commencement and termination of the job. The employee will receive this travel allowance within forty-eight (48) hours after reporting on the

jobsite. Travel allowance will be paid only to those employees whose vehicles are being used for transportation.

- (b) Travel Time Allowance - Time spent travelling to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day, in any one day. Travel time by automobile will be computed at an average of 80 kilometres per hour and shall be paid once only on commencement and termination of the job.

The travelling allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer. Where the employer provided transportation it shall be first class transportation.

Wrap Around

Each employee on a project shall receive a cheque for his travel allowance, (kilometres only) to and from the jobsite every forty (40) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

Lodging

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven day basis, for each day the employee is available for work provided he remains at the accommodation supplied.

Board

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable board without cost to the employee. In areas where commercial establishments are available the employer shall pay employees an allowance of \$54.00 per day as of May 1, 2015 per day in lieu of board for each day the employee is available for work at the construction site. However, the employer may provide board if acceptable to the employee.

Should adverse weather conditions or overtime being worked prevent the employee from leaving the area of his employment for the 6th and 7th day, he shall then be paid board allowance for the seven (7) days.

An employee in receipt of Board Allowance beyond a 161 km direct traffic route from his residence shall be paid Board Allowance on a 7 day basis, provided he remains at the accommodation supplied.

Transfer

- (a) Contractors whose head office is located in the geographic area of Local Union 1669, shall be allowed to transfer to any job or project outside the city or town in which its head office is located, a maximum of one (1) regular employee for each employee hired from the area adjacent to the job or project, provided such employee is available.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Metatarsals

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the union and the Construction Association of Thunder Bay will meet and mutually determine whether this agreement will be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Construction Association of Thunder Bay.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.59	\$0.59	\$0.59
CDC North American Training Fund	\$0.06	\$0.06	\$0.06

Employee Deductions:

Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		

Foreman Differential:

May 30/22	May 1/23	May 1/24
\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:

	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeymen**

Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years. Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

(a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate

- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Fund	Total
May 30/22	\$32.10	\$3.21	\$2.55	\$5.00	\$1.65	\$44.51
May 1/23	\$33.65	\$3.37	\$2.55	\$5.00	\$1.65	\$46.22
May 1/24	\$35.21	\$3.52	\$2.55	\$5.00	\$1.65	\$47.93

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund Per hour worked	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$0.59	\$0.59	\$0.59
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Employee Deductions:			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off 2% of Gross Earnings			
Foreman Differential:	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$17.92	\$18.78	\$19.63
2 nd Term (1801-3600 hrs)	\$24.01	\$25.03	\$26.06
3 rd Term (3601-5400 hrs)	\$27.25	\$28.45	\$29.65
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.58	\$31.03	\$32.48

- (b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.
- (c) **Journeymen**
Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

Trainees shall also receive 10% vacation pay and have the same contributions made on their behalf as are set out above for Journeymen, for health and welfare and pension benefits and CDC and Training Fund contributions.

Each Employer shall also contribute monthly the sum of \$0.40 per hour worked effective May 12, 2019 and \$0.50 per hour worked effective May 3, 2020 by each employee to the Association Administration Fund as the employer's share of the cost of administering this Appendix. Such contributions shall be included with the other contributions sent to the Union and shall be forwarded to the association by the Union immediately upon receipt.

Vacation Pay and Statutory Holiday Pay owing to employees will be paid twice per year, or at the request of the employee.

No current employee shall suffer any loss of employment, wages or other compensation as a result or consequence of these amendments.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

- (a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time

Second Shift - Time and one-seventh the regular rate

Third Shift - Time and one-half the regular rate

- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Caulker

Sudbury

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total
May 30/22	\$35.03	\$3.50	\$2.85	\$7.23	\$2.31	\$50.92
May 1/23	\$36.60	\$3.66	\$2.96	\$7.23	\$2.51	\$52.96
May 1/24	\$38.43	\$3.84	\$3.07	\$7.23	\$2.51	\$55.08

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50
Training & Upgrading Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$1.20	\$1.20	\$1.20
CDC North American Training	\$0.06	\$0.06	\$0.06

Employee Deductions

	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Check-off	\$1.25	\$1.25	\$1.25

Foreman Differential:

	May 30/22	May 1/23	May 1/24
	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:

	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$18.01	\$18.99	\$20.01
2 nd Term (1801-3600 hrs)	\$24.11	\$25.29	\$26.51
3 rd Term (3601-5400 hrs)	\$27.37	\$28.74	\$30.17
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.63	\$31.40	\$33.13

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeymen**

Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.

Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

- (d) **Journeyman's Assistants**
 Journeyman's Assistants shall be journeymen who have completed the training as described in (a) but are unable to meet the requirements of Journeymen at the end of the 5th six (6) month trainee period as described in (b). Journeyman's Assistants shall be paid at the rate of ninety percent (90%) of the Journeyman's rate of wages and shall receive the same contributions applicable to Journeymen.
- (e) Vacation Pay and Statutory Holiday Pay owing to employees will be paid by July 1st of each year or on termination of employment, in any one year.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

- (a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 - Second Shift - Time and one-seventh the regular rate
 - Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the

journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.

- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

Article 11 - SCHEDULE "D"
ROOM AND BOARD, DAILY COMMUTING,
TRAVEL TIME AND TRAVELLING ALLOWANCE

- (a) It is the purpose of this Article to provide for compensation in the form of payment for daily commuting and room and board which includes the payment of travel time and travelling allowance to those members of Local 2486 who qualify in accordance with this Article.
- (b) It is recognized and agreed that the geographic area of Local 2486 as described in Schedule "B" covers in whole or in part, the following seven (7) districts:
 - (i) District of Manitoulin
 - (ii) District of Temiskaming
 - (iii) District of Sudbury
 - (iv) District of Algoma
 - (v) District of Nipissing
 - (vi) District of Parry Sound
 - (vii) District of Cochrane
- (c) A list of unemployed members of Local 2486 shall be maintained for each district based on the members' eligibility for work in the district in conformity with the Hiring Hall Procedures of Local 2486.
- (d) Preference of employment shall be given to members registered in the district where the project is being performed. When the supply of carpenters from the district list becomes exhausted the Union will accept qualified applicants for membership from that area before referring to the employer carpenters whose employment will entail the payment of room and board and travelling costs. The Union will advise all employers working in a district when the list is exhausted.
- (e) Said applicants will be required to produce proof of six (6) months' residence in that district prior to the start of that project. They shall make application for membership in the United Brotherhood of Carpenters and Joiners of America, Local 2486 and finalize all arrangements for the payment of related monies requested by the Union before being referred to work on that project.
- (f) When carpenters from a district list are referred to a project within that district, the following shall apply.
 - (i) Zones extending to a radius of thirty (30) km have been established at the following locations:

- City of Sudbury Federal Building, Post Office, Elm and Lisgar Street;
- Elliot Lake Federal Building;
- Gore Bay Federal Building, Manitoulin;
- City of North Bay Federal Building, Worthington and Ferguson;
- Parry Sound Federal Building;
- Haileybury and Kirkland Lake Federal Building;
- City of Timmins Federal Building.

No daily commuting allowance will be paid on a job or project within these zones.

(ii) **Daily Commuting**

If the project is located beyond the thirty (30) km radius and within an eighty (80) km radius of any of the aforementioned zones, all members within the bargaining unit on the project shall be paid **sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024** per travelling road kilometre from the perimeter of a thirty (30) km radius of the zone centre to the job and return.

(iii) **Room and Board**

If the project is located more than eighty (80) km, but less than one hundred and sixty (160) km from a zone centre, the member referred from the district list shall have a room supplied which is mutually agreed upon by the employer and the union without cost to the employee. Also members shall be paid a board allowance of **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** five (5) days per week. If work is performed on a Saturday and/or Sunday, they shall be paid for these days on the basis of **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** per day as well as the room being provided by the employer. If the project is located more than one hundred and sixty (160) km from a zone centre, a member referred from a district list will be paid a board allowance of **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** per day as well as the applicable room being provided as above mentioned.

(iv) If the project is one for which room and board provisions are applicable, each member shall be paid travel time and travelling allowance on the commencement and termination of each period of continuous employment. Travel time shall be based on seventy-five (75) km equals one (1) hour travel time at the regular rate of pay. Travel allowance shall be calculated at **sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024** per travelled road kilometre from the zone centre to the project and return.

- (g) When a member is referred to a project after the district list for the district in which the project is located is exhausted, the following shall apply:

(i) **Room and Board**

If the project is located more than eighty (80) km but less than one hundred and sixty (160) km from the City of Sudbury Federal Building, members referred from a list other than the district list will have a room supplied which is mutually agreed upon by the employer and the union. Also the members shall be paid a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day, five (5) days per week. If work is performed on Saturday and/or Sunday they shall be paid for these days on the basis of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day as well as the room rate being provided by the employer.

If the project is located more than one hundred and sixty (160) kilometres from the City of Sudbury Federal Building, a member referred to the project from a list other than the district list shall receive a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day seven (7) days per week, as well as the applicable room being provided as mentioned above.

Where employers are required to provide the employees a room, the employee agrees that they shall be responsible for any damage, and for any costs associated with such damage, to that room unless the employee is able to provide a reasonable explanation, acceptable to the employer and the Union.

(ii) **Travel**

If the project is one to which room and board provisions are applicable members referred from a list other than the district list shall be paid a travel allowance and travelling time on the commencement and termination of each period of continuous employment. Travel allowance shall be calculated at sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024 per travelled road km from the City of Sudbury Federal Building to the project and return. Travel time shall be based on seventy-five (75) kilometres equal to one (1) hour travel time at the regular rate of pay.

A period of continuous employment shall not be deemed to be broken because an employee does not work on a Saturday or Sunday or Statutory Holidays or any other day or days substituted therefore.

- (h) There shall be no pro-rating of room and board allowance or daily commuting and travel time allowances. It is further agreed that a member shall not be required to pay more for accommodations which are being supplied by employer or owner than the amounts stipulated in this Agreement.
- (i) When an employee who is currently employed by an employer and may be transferred to report to work at another project outside the geographic zone center originally referred to, the employee shall receive a travel allowance and room and board in accordance with this article.
- (j) When a project is deemed a remote work site and workers are required to stay at the work site for the entire week, or where an owner requires change in work hours, workers will be required to work 10 hours per day Monday to Friday four (4) days per week at straight time. All other hours shall be paid as per the provincial collective agreement. Room and board will be paid only on days worked. The classification of a remote project shall be mutually agreed between the union and the association.

Metatarsals:

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the Union and the Sudbury Construction Association will meet and mutually determine whether this agreement shall be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Fund.

L.U. 2486

Caulker (Zone 2) Sault Ste. Marie
Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS
 FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total
May 30/22	\$35.03	\$3.50	\$2.85	\$7.23	\$2.31	\$50.92
May 1/23	\$36.60	\$3.66	\$2.96	\$7.23	\$2.51	\$52.96
May 1/24	\$38.43	\$3.84	\$3.07	\$7.23	\$2.51	\$55.08

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50
CDC Fund	\$1.00	\$1.00	\$1.00
Apprenticeship & Training Fund	\$1.20	\$1.20	\$1.20
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
Employee Deductions	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$1.25	\$1.25	\$1.25
Foreman Differential	\$2.25	\$2.25	\$2.25

Trainees:

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

Trainees:	May 30/22	May 1/23	May 1/24
1 st Term (0-1800 hrs)	\$18.01	\$18.99	\$20.01
2 nd Term (1801-3600 hrs)	\$24.11	\$25.29	\$26.51
3 rd Term (3601-5400 hrs)	\$27.37	\$28.74	\$30.17
4 th Term (5401-7200 hrs) Fire Stop Trainee	\$29.73	\$31.40	\$33.13

(b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.

(c) **Journeyman**
 Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years. Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.

- (d) **Journeyman's Assistants**
 Journeyman's Assistants shall be journeymen who have completed the training as described in (a) but are unable to meet the requirements of Journeymen at the end of the 5th six (6) month trainee period as described in (b). Journeyman's Assistants shall be paid at the rate of ninety percent (90%) of the Journeyman's rate of wages and shall receive the same contributions applicable to Journeymen.
- (e) Vacation Pay and Statutory Holiday Pay owing to employees will be paid by July 1st of each year or on termination of employment, in any one year.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 st 3 hrs. 2x after	2x	2x	2 nd 1-1/7x 3 rd 1½	2 x 10 min.

Work Week, Work Day

- (a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

Shift Work

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.
- (c) When such shift system is worked, the rate of wages shall be:
 Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
 Second Shift - Time and one-seventh the regular rate
 Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

Overtime

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the

journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.

- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

**ARTICLE 11 - TRANSPORTATION, TRAVEL TIME,
ROOM AND BOARD**

- (a) When an employee is required to travel to work beyond the area of the amalgamated City of Sault Ste. Marie, within a forty-eight (48) km limit, he shall receive a travelling allowance at the rate of **sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024**, each way in lieu of travelling time. In the event that the employer does not arrange suitable transportation and the employee is requested to take his own vehicle, the employee providing the vehicle will receive an additional **sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024** cents per km on May 1, 2015. The number of kilometres in question will be based on the distance from the boundary of the amalgamated City of Sault Ste. Marie, to the jobsite. The employee should be at the jobsite at starting time and work his scheduled shift.
- (b) For projects located over forty-eight (48) km. beyond the limits of the City of Sault Ste. Marie, the Contractor shall have the sole option of either paying the travel allowance(s) as set out in (a) or room and board as set out in (c). If the Contractor chooses to pay room and board he and or she shall also pay the travel allowance(s) as set out in (a) to enable the employee to reach the jobsite and shall also pay his way home at the aforesaid rate(s) when the job has been completed. If the employee quits without good reason the return travel allowance(s) will not be paid. For projects extending over two (2) months the Contractor shall pay for a trip home at the aforesaid rate(s) and again every two (2) months thereafter.
- (c) Accommodations on out of town projects will be supplied by the Contractor at the Contractors expense. Accommodations must be acceptable to the Union. Accommodations must be made available to the employee if they remain at the out of town location for statutory holidays or if they are sent off the jobsite due to conditions. The Contractor further agrees to pay **fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024** as an allowance for board. Where suitable accommodations and board are provided by the owner client and are acceptable to the Union, employees shall be required to make use of them and shall not have the

option of choosing accommodation and/or board allowance as above. Such board shall meet the requirements of the Canada Food Guide.

- (d) On projects located beyond 160 road kilometres from the amalgamated City of Sault Ste. Marie paragraph 11(c) shall apply on a 7 day basis if the employee remains at the accommodation for 7 days or if the accommodations must be paid for on a 7 day basis in order to have them available.

All transportation allowance(s), travel time and meal/board shall be paid on the regular pay day and by separate cheque, showing appropriate itemization, at the end of the first week and each week thereafter. It is mutually agreed that when an employee lives within a radius of sixteen (16) km. from the jobsite, he will be exempted from the provisions of (a), (b), and (c).

Association Administration Fund

Each employer bound by the terms of this Agreement and employing members of Local Union 2486 (Zone 2 – Sault Ste. Marie), shall contribute thirty cents (.30) per hour for each hour earned under this Agreement.

Such contribution shall be mailed with the Health and Welfare remittance to the administrator of the Health and Welfare. The administrator shall direct all such association funds to the Sault Ste. Marie Construction Association Labour Relations section.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

RESILIENT FLOOR WORKERS APPENDIX

to the
Agreement
by and between

**THE CARPENTERS' EMPLOYER
BARGAINING AGENCY**
(hereinafter called the "EBA")

and

THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,
United Brotherhood of Carpenters
and Joiners of America
(hereinafter called the "Union")

As provided in Article 2 of the master portion of the Agreement, the EBA and the Union have agreed to apply the following provisions of this Appendix as part of the Agreement.

In this Appendix, Association means the Resilient Flooring Contractors' Association of Ontario. (RFCAO)

ARTICLE 3 - RECOGNITION (Special Provision)

(This Special Provision qualifies the provisions of Article 3 in the master portion of the Agreement.)

- (a) The Association recognizes the Union as the sole and exclusive bargaining agent for mechanics engaged in Resilient Flooring, Carpet and Hardwood Flooring installation.
- (b) The provisions of this Appendix shall apply to and be binding upon employers primarily engaged as Resilient Flooring, Carpet, and Hardwood Flooring Contractors.
- (c) **OLRB Area 8**
Employers specializing in the installation of work covered by this appendix who voluntarily recognize the Union will be required post a bond, certified cheque or letter of credit in the amount of \$50,000 per Fund for a period of five years from the date of signing.
- (d) An Employer bound by this Agreement that is related to another Employer under common direction or control not bound by the Agreement shall be required to perform work covered by this Agreement with the Employer bound by this Agreement.

ARTICLE 4 - SUBCONTRACTING (Special Provision)

(This Special Provision is in addition to the provisions of Article 4 in the master portion of the Agreement.)

- (a) No employer bound to this appendix shall subcontract the work of the Union under the provisions of Article 19 of this appendix. If a flooring contractor bound to this appendix performs any work subcontracted from another flooring contractor whether or not that contractor is bound to this collective agreement, the flooring contractor performing the work shall on notice from the Union or the Association within 30 days submit to the appropriate local union and/or employer association, a certified audited statement concerning hours worked, wages paid and all contributions and deductions made to the required benefit plans or funds for all resilient flooring work for a period of twenty-four (24) months prior to the commencement of the work. Such statements shall provide the information required to determine if all hours worked were paid at the appropriate rates and if sufficient contributions and/or deductions have been made.

If the employer does not submit the certified audited statement or the statement submitted does not provide the information required as described above, an independent chartered accountant may be appointed by the Union or the Association to enter upon the employer's premises where the payroll records are kept during regular business hours to perform an audit of the hours worked, wages paid and all contributions and deductions made to the required benefit plans or funds as required above. The cost of the audit shall be borne by the employer.

- (b) Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.
- (c) Loaning of employees between employers is not permitted and will be deemed as a violation of the hiring hall provisions in this Agreement, unless there is 100% employment and then loaning will only be done with the approval of the Union.

ARTICLE 5 - UNION SECURITY (Special Provision)

- (a) (This Special Provision shall replace the provisions of Article 5.01(c) in the master portion of the Agreement.)

If the Local Union or District Council is unable to provide sufficient mechanics to meet the needs of the employer within two (2) working days, the employer is free to hire such manpower as is available, but such manpower shall, as a condition of employment, before commencing work, apply to the Local Union

or District Council having jurisdiction for the project, and shall comply with all the applicable union regulations for membership therein.

(b) (This Special Provision shall replace Article 5.05 through 5.10 in the master portion of the Agreement.)

- (i) Save and except in the geographic areas of Local Unions 18, 93, 2486 (Zone 1, Sudbury) and 27, there shall be total mobility throughout the Province of Ontario of employees engaged as resilient floor workers including hardwood floor layers.
- (ii) The mobility of hardwood floor layers shall be conditional on the employer having first contacted the Local Union to determine if qualified employees are available to perform the work. If qualified employees are available from the Local Union they shall be employed on the project.
- (iii) In the geographic areas of Local Unions 27, 93 and 2486 (Zone 1, Sudbury), the mobility of resilient floor workers as between these areas shall be as follows:

	Out of Area	L.U. or D.C.	Total
First 2 men	2	-	2
Next 4 men	-	4	6
Next 1 man	1	-	7
Next 4 men	-	4	11
Next 1 man	1	-	12
Maximum	<u>4</u>		

(iv) In the geographic area of Local Union 18, the mobility of resilient floor workers as between this area and the Province of Ontario shall be as follows:

	Out of Area	L.U. or D.C.	Total
First man	1	-	1
Next 5 men	-	5	6
Next 1 man	1	-	7
Next 4 men	-	4	11
Next 1 man	1	-	12
Maximum	<u>3</u>		

(v) In (iii) and (iv) above, the first out of area man may be a working foreman. The maximum in the above Schedules may be increased by such further employees as may be agreed upon between employer and Local Union or District Council having jurisdiction.

(c) (This Special Provision shall replace the provisions of Article 5.11 in the master portion of the Agreement.)

All referral slips issued under the provisions of this Article must be given to the Shop Steward or to the Supervisory personnel where there is no Shop Steward, before commencing work.

- (i) In an effort to increase market share the following Locals have agreed to full mobility for Resilient Floor Workers. Locals 249, 397, 494, 785, 1256, 1669, 1946, 2222 and 2486-Zone 2 Sault Ste Marie. Workers must report to the Local Union Hall before commencing work. All benefits and remittances will be remitted to the workers Home local.

ARTICLE 6 - WAGES AND METHOD OF PAYMENT

- (a) The following wage rate schedules are inserted as part of this Agreement.
- (b) Except in the geographical area of Local Union 494, when prefinished hardwood flooring is glued down, it shall be considered Resilient Flooring and the wage rate for Resilient Flooring shall apply.
- (c) (This Special Provision shall be in addition to Article 6.03 in the master portion of the Agreement.)
 - (j) Each employee is to make out his time sheet daily.
 - (k) All time books are to be closed weekly.
- (d) "Wages shall be paid by either direct deposit or by cheque on the job before the regular quitting time on or before Thursday for the payroll period ending the previous calendar week. If the Employer defaults in the payment of wages as aforesaid, he may be required by the Union to pay wages by cash rather than by cheque.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- (a) The following hours of work schedules are inserted as part of this Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

ARTICLE 9 - HEALTH PLANS, PENSION PLANS, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS

(Special Provision)

(This Special Provision applies only to OLRB Areas #8 and #18 and for employers performing work in those areas. It replaces Article 9.07(b) in the master portion of the Agreement.)

- (a) Notwithstanding Article 9.01 of the Master Portion of the Collective Agreement, the Resilient Floor Workers Benefit Trust Funds shall be jointly trusted by equal numbers of Union and Management Trustees.
- (b) Failure on the part of any employer to make such remittances by the 18th day of the month due will result in a penalty of five percent (5%) interest per month or portion thereof.

ARTICLE 10 - ASSOCIATION ADMINISTRATION FUND

Each employer except those employing Local 27 members bound to this appendix shall contribute \$0.50 per hour in accordance with Schedule D to the RFCAO including any required supporting information. Such contributions should be immediately distributed to the RFCAO by the Administrator of the Funds together with a list of employers and the amount of their contributions. Employers employing members of Local 27 shall contribute \$0.60 per hour.

**ARTICLE 11 - COMMUTING TRAVEL, TRANSFER,
BOARD ALLOWANCE, LODGING**

- (a) The following travel schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.
- (b) **Parking**
The Employer agree to reimburse the full cost of the employee's parking for the first day (to bring tools in) and last day (to remove tools) of employment on the job site.

ARTICLE 13 - SHELTER AND TOOL LOCK-UP

(Special Provision)

(This Special Provision shall replace Article 13 in the master portion of the Agreement.)

- (a) The employer shall provide a proper and adequate tool lock-up for the storage of the employee's tools.
- (b) The employer agrees that employees will be compensated for tools and/or clothing lost by fire, industrial mishap, or burglary, all as supported by claims promptly submitted in writing by the employee, who must have a toolbox with a lockable device and substantiating evidence to establish the loss from the designated locked storage. Employees shall file with their employers, a listing of their tools and the employer's liability hereunder shall be limited to such listing. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$800. The employer's liability shall not exceed \$150 for clothing.

**ARTICLE 14 - BUSINESS REPRESENTATIVE
AND STEWARD (Special Provision)**

(This Special Provision shall replace Article 14 in the master portion of the Agreement.)

- (a) The Business Representative of the Union shall have access to all jobs during working hours and shall discuss his business with the Supervisory personnel of the employer.
- (b) Every shop shall have a Shop Steward who shall be selected in a manner prescribed by the Union and the employer agrees to recognize such Steward. The Union undertakes to keep the employer informed of such selected Stewards in writing. No discrimination shall be shown against any Shop Steward for carrying out his duties.
- (c) The Shop Steward shall be one of the last two (2) men retained by the employer, provided he is qualified to do the available work.

**ARTICLE 16 - GENERAL WORKING CONDITIONS
(Special Provision)**

(This Special Provision is in addition to the provisions of Article 16 in the master portion of the Agreement.)

- (a) Mechanics, except carpenters engaged to lay hardwood floor, shall provide themselves with the following approved list of tools:

Hammer	Cold Chisel	Sharpening Stone
Dividers	Scribers	Nail Sets
Hack Saw	Trowel	Chalkline
Files	Pinch Bar	Screw Drivers
Snips	Seam Rollers	Adhesive Spreaders
Hand Saw	Lino Knives	Stanley Blade Knife
Hand Brush	Hand Scraper	Knee Pads
25' Tape Measure	Square/Straight Edge	Assorted Knives required
Floor Tile Cutter		

In addition, carpet mechanics shall provide themselves with the following approved list of tools:

Magnetic Hammer	Pinch Bar	Trimmer
Carpet Kicker	Shears	Napping Scissors
Stair Tool	Trimming Scissors	Smooth-Edge Shears
Carpet Knife	Protective Goggles	Walltrimmer
Staple, Hammer	Seaming Iron	

(Employer to supply Trimmer Blades and Staples, Employee to provide Seaming Iron & Employer to maintain.)

(b) **Qualifications and Regulations of Contracting Employers**

It is understood and agreed that any employer signing this Agreement that supplies carpet, resilient and related floor coverings, will have such materials installed by his own employees and must meet all qualifications and regulations contained herein, retaining his own work force at all times.

The employer shall have a designated place of business devoted substantially to carpet and resilient floor covering materials, open and manned by personnel for business at least forty (40) hours per week and a business telephone listed in the firm name of the signatory employer to facilitate contacting such employer for the purpose of administering this Agreement.

The place of business cannot be conducted from any residence, house, garage or any premises occupied as living quarters.

- (c) No member of the Union will work on a project covered by this Agreement where an employer or a member of the firm is working with the tools. In Board Area 8 no member of the Union will work on a project covered by this Agreement where an employer **or his or her spouse** or a member of the firm is working with the tools.
- (d) It is mandatory that knee pads be worn while working on hard surfaces. The Association will supply the first pair to be distributed by each local union. The Local Union to provide the Association a list of those members to receive knee pads. The Association will then supply the appropriate number of pads to the local for distribution.
- (e) **Union and Local Association Meetings**
Local Area Contractors and the Local union will meet once every 3 months at a mutually convenient date to discuss the administration and enforcement of this agreement and review the existing policies and practices with a view to having the collective agreement operate in a fair and equitable manner.
- (f) Employees who smoke may do so only on their own time in designated areas.

ARTICLE 17 - APPRENTICES (Special Provision)

Subject to the provisions of the Trade Qualification and Apprenticeship Act.

During the term of this Agreement all newly indentured apprentices employed shall be required to serve 6000 hours at the trade before graduating as a journeyman of the craft, and shall receive the following rate of wages for all types of work performed unless stated otherwise in the Local Union wage schedules:

1 st period 0 - 2000 hours	55% of journeyman rate
2 nd period 2001 - 3000	60% of journeyman rate
3 rd period 3001 - 4000	70% of journeyman rate
4 th period 4001 - 5000	80% of journeyman rate
5 th period 5001 - 6000	90% of journeyman rate

It is agreed that the Local Union schedules will not establish percentage rates for apprentices which are lower than the rates set out herein.

It is agree that there are no pension contributions for the first period apprentices (0 to 2000 hours).

Any "apprentice" who has completed 13000 work hours or more in the resilient floor trade shall automatically be classified as a "journeyperson" for the purposes of this Collective Agreement.

- (a) Apprentices may be employed on the following basis: One apprentice to the first steady journeyman employed; and one additional apprentice to the next three steady journeymen employed; that is to say, one apprentice for one journeyman, two apprentices for four journeymen, three apprentices for seven journeymen, etc.
- (b) All new first term and second term apprentices **MUST** attend the first available basic schooling.
- (c) First, second and third year apprentices shall work with the tools only in the company of at least one journeyman of the trade.
- (d) An apprentice may not be in charge of a job where a journeyman is present.
- (d) An apprentice may work out of town as long as he is in the company of a journeyman. Out of town jobs shall be defined as those on which it is necessary for the employee to remain overnight.

Training Requirements:

Apprentices must attend and complete the required training courses before receiving an increase in the percentage of the journeymen rate as per the Local Apprenticeship Committee.

Journeymen must attend and complete the training courses to fulfil all of the requirements of the trade when required to do so by the Union.

The Employer of an apprentice shall grant time off for the apprentice to attend in school training. Where an employer is given advance notice in writing, failure to grant time off for apprentices to attend in school training shall constitute a violation of the Collective Agreement.

ARTICLE 19 - WORK JURISDICTION

(Special Provision)

- (a) The employer recognizes the trade jurisdiction of the Union and agrees to assign work of such jurisdiction to the employees covered by this Appendix.
- (b) This Appendix shall cover such work as the removal of existing vinyl, asphalt, carpet, wood and sub-floors from existing floors prior to the preparation of sub-surfaces to receive - preparation of layment of resilient surfaces to receive - the laying of plywood as underlayment to receive - the fitting of all devices, metal or otherwise, drilling of holes, etc. to receive - the complete installation of the following materials on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds. Installation of self-levelling cushion flooring.
ie. Sports Flooring
- (c) Resilient floor covering or surfacing such as asphalt, carpet, carpet tile, cork, mastic, linoleum, plastic, rubber, vinyl, in tile casting or sheet form, insitu flooring or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, natural or synthetic latex, magnesite in liquid compound moulded or molten form.
- (d) Draperies and blinds or metal, natural or synthetic fabric or other synthetic materials. The laying of hardwood floors including the laying of sleepers, sub floors, sanding, finishing, sealing, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring.

ARTICLE 20 – FOREMEN’S PREMIUM

All foremen shall receive a premium hourly rate of not less than 15% over and above the applicable journey person hourly rate.

L.U. 18

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Hamilton (Zone 1)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Hardwood Floor Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$42.91	\$4.29	\$3.00	\$7.25	\$2.80	\$60.25	\$0.50
May 7/23	\$44.55	\$4.45	\$3.00	\$7.45	\$2.80	\$62.25	\$0.50
May 5/24	\$46.18	\$4.62	\$3.00	\$7.65	\$2.80	\$64.25	\$0.50
Jan 5/25	\$46.55	\$4.65	\$3.00	\$7.65	\$2.80	\$64.65	\$0.50

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.94	\$4.09	\$3.00	\$7.25	\$2.80	\$58.08	\$0.50
May 7/23	\$42.57	\$4.26	\$3.00	\$7.45	\$2.80	\$60.08	\$0.50
May 5/24	\$44.21	\$4.42	\$3.00	\$7.65	\$2.80	\$62.08	\$0.50
Jan 5/25	\$44.36	\$4.44	\$3.00	\$7.65	\$2.80	\$62.25	\$0.50

Employer Contributions

Association Administration Fund
(includes Ont. Const. Secretariat Fund)
Training & Upgrading Fund
(including Carpenters' District Council of
Ontario Training Trust Fund & Local 18
Promotion Fund)
CDC Fund

May 29/22 May 7/23 May 5/23 Jan 5/25

\$0.50 \$0.50 \$0.50 \$0.50
\$1.05 \$1.05 \$1.05 \$1.05

Employee Deductions

Union Administration Fund
(includes Ont. Const. Secretariat Fund)
Supplementary Dues Check-off

May 29/22 May 7/23 May 5/23 Jan 5/25

\$0.51 \$0.51 \$0.51 \$0.51
\$0.56 \$0.56 \$0.56 \$0.56

Foreman Differential:

15 % 15% 15 % 15 %

Lead Hand

5 % 5 % 5 % 5 %

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

Apprentice: Hardwood Floor Layers

1st Term - 55% of journeyperson rate
2nd Term - 60% of journeyperson rate
3rd Term - 70% of journeyperson rate
4th Term - 80% of journeyperson rate
5th Term - 85% of journeyperson rate

May 29/22 May 7/23 May 5/23 Jan 5/25

\$23.60 \$24.50 \$25.40 \$25.60
\$25.75 \$26.73 \$27.71 \$27.93
\$30.04 \$31.19 \$32.33 \$32.59
\$34.33 \$35.64 \$36.94 \$37.24
\$36.47 \$37.87 \$39.25 \$39.57

Apprentice: Resilient Floor and Carpet Layers	May 29/22	May 7/23	May 5/24	Jan 5/25
1 st Term - 55% of journeyperson rate (0-2000 hrs)	\$22.52	\$23.41	\$24.32	\$24.40
2 nd Term - 60% of journeyperson rate (2001-3000 hrs)	\$24.56	\$25.54	\$26.53	\$26.62
3 rd Term - 70% of journeyperson rate (3001-4000 hrs)	\$28.66	\$29.80	\$30.95	\$31.05
4 th Term - 80% of journeyperson rate (4001-5000 hrs)	\$32.75	\$34.06	\$35.37	\$35.49
5 th Term - 85% of journeyperson rate (5001-6000 hrs)	\$34.80	\$36.18	\$37.58	\$37.71

No pension contributions are to be made for the first term apprentices 0 to 2000 hours.

Any apprentice who has completed 13,000 work hours or more in the resilient floor trade shall automatically be classified as a 'journeyperson' for the purposes of this Collective Agreement.

Foreman Ratio and Definition

When more than five (5) floor workers are on the project, one (1) shall be a Foreman to give orders to the other employees, and he shall be paid at the foreman's rate. This arrangement is only when there is no card carrying United Brotherhood of Carpenters and Joiners of America Superintendent in charge of the project.

All Foremen must be members of Local 18 or carry Local 18 work permit.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m.
- (c) **A ½ hour unpaid break must be taken at no cost to the employer. "BENEFITS" includes employer contributions and employee deductions. When employees are required to work a shift other than the day shift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15%**

premium for benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.

- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.
Clarification of shift terminology:
12:01 a.m. to 8:30 a.m. - Night Shift
8:00 a.m. to 4:30 p.m. - Day Shift
3:30 p.m. to 11:59 p.m. - Afternoon Shift
- (g) All work during the first two (2) hours after the end of the regular working day as provided for in (b) on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a non-alcoholic beverage shall be provided, as well as a ten minute break. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) No work shall be performed on Labour Day except in case of emergency.
- (j) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the employer.
- (k) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the employees (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (l) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.
- (m) Where the client or owner requires that metatarsal boots be worn on a project, a premium of \$0.10 per hour above the base rate shall be paid

for the hours earned on such projects. The employee shall provide their own proper metatarsal boots meeting jobsite requirement.

Training Fund

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each member will be given WHMIS, Working at Heights and Confined Space training courses provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the passport booklet or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employees to attend training and upgrading programs offered by the Union.

Zones and Mileage

- (a) The following is defined as the Metropolitan Area for the purpose of this Agreement:

The local free zone area shall be north of Hwy 53 (Rymal Rd.) running easterly along Hwy 53 and continuing through on Hwy. 20 to the town of Smithville, ending at Hwy 20 and Regional Rd. 14 bordering the Niagara area – zone 2, then westerly along Hwy. 53 to Hwy. 52 through Ancaster and Dundas to Hwy. 5 then in an easterly direction on Hwy. 5 to Burloak Dr. then in a southerly direction on Burloak Drive to end at Lake Ontario.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) above, he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way effective May 1, 2012.

The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.

- (c) When men are conveyed from point to point by truck, cover will be provided during cold and inclement weather.
- (d) "Mobility and Hiring" Local 18 members. Where employers whose principal office is based in Hamilton zone 1 or zone 2 and are moving employees who are members of Local 18 from zone 1 to zone 2 or from zone 2 to zone 1, they will notify Local 18 union office. Employers requiring additional carpenters at the project shall contact the appropriate zone 1 or 2 office applicable to the project.
- (e) For travel and tool expenses, where requested by an employee, an employer will complete a CRA Form T2200 if the employee provides a **Detailed** daily log book for verification.

Occupied Premises

It is agreed between the parties that where a prime contractor is carrying out work under the terms of the Occupied Premises provisions of the Carpenters Local 18 Hamilton and Niagara schedules (the Blue Pages) and sub contracts work covered by the Resilient Floor Workers Appendix that the same Occupied Premises provisions will apply to Resilient Floor Workers.

Room and Board Allowance

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

L.U. 18

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Niagara (Zone 2)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Hardwood Floor Layers, Sander & Finishers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$42.91	\$4.29	\$3.00	\$7.25	\$2.80	\$60.25	\$0.50
May 7/23	\$44.55	\$4.45	\$3.00	\$7.45	\$2.80	\$62.25	\$0.50
May 5/24	\$46.18	\$4.62	\$3.00	\$7.65	\$2.80	\$64.25	\$0.50
Jan 5/24	\$46.55	\$4.65	\$3.00	\$7.65	\$2.80	\$64.65	\$0.50

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.94	\$4.09	\$3.00	\$7.25	\$2.80	\$58.08	\$0.50
May 7/23	\$42.57	\$4.26	\$3.00	\$7.45	\$2.80	\$60.08	\$0.50
May 5/24	\$44.21	\$4.42	\$3.00	\$7.65	\$2.80	\$62.08	\$0.50
Jan 5/25	\$44.36	\$4.44	\$3.00	\$7.65	\$2.80	\$62.25	\$0.50

Employer Contributions

	May 29/22	May 7/23	May 5/24	Jan 5/25
Association Administration Fund (Includes Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50	\$0.50
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$1.05	\$1.05	\$1.05	\$1.05
CDC Fund	\$1.75	\$1.75	\$1.75	\$1.75

Employee Deductions

	May 29/22	May 7/23	May 5/24	Jan 5/25
Union Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$0.56	\$0.56	\$0.56	\$0.56
Foreman Differential:	15 %	15 %	15 %	15 %
Lead Hand:	5 %	5 %	5 %	5 %

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

Apprentice: Hardwood Floor Layers

	May 29/22	May 7/23	May 5/24	Jan 5/25
1 st Term - 55% of journeyperson rate	\$23.60	\$24.50	\$25.40	\$25.60
2 nd Term - 60% of journeyperson rate	\$25.75	\$26.73	\$27.71	\$27.93
3 rd Term - 70% of journeyperson rate	\$30.04	\$31.19	\$32.33	\$32.59
4 th Term - 80% of journeyperson rate	\$34.33	\$35.64	\$36.94	\$37.24
5 th Term - 85% of journeyperson rate	\$36.47	\$37.87	\$39.25	\$39.57

Apprentice: Resilient Floor and Carpet Layers	May 29/22	May 7/23	May 5/24	Jan 5/25
1 st Term - 55% of journeyperson rate (0-2000 hrs)	\$22.52	\$23.41	\$24.32	\$24.40
2 nd Term - 60% of journeyperson rate (2001-3000 hrs)	\$24.56	\$25.54	\$26.53	\$26.62
3 rd Term - 70% of journeyperson rate (3001-4000 hrs)	\$28.66	\$29.80	\$30.95	\$31.05
4 th Term - 80% of journeyperson rate (4001-5000 hrs)	\$32.75	\$34.06	\$35.37	\$35.49
5 th Term - 85% of journeyperson rate (5001-6000 hrs)	\$36.86	\$38.31	\$39.79	\$39.92

No pension contributions are to be made for the first term apprentices 0 to 2000 hours.

Any apprentice who has completed 13,000 work hours or more in the resilient floor trade shall automatically be classified as a 'journeyperson' for the purposes of this Collective Agreement.

Foreman Ratio and Definition

When more than five (5) floor workers are on the project, one (1) shall be a Foreman to give orders to the other employees and he shall be paid at the foreman's rate. This arrangement is not required when there is a card-carrying United Brotherhood of Carpenters and Joiners of America Superintendent in charge of the project.

All Foremen must be members of Local 18 or carry a Local 18 work permit.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

Working Hours

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (c) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.

- (d) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.
- (e) Clarification of shift terminology:
 - 3rd- 12:01 a.m. to 8:30 a.m.
 - 1st- 8:00 a.m. to 4:30 p.m.
 - 2nd- 3:30 p.m. to 11:59 p.m.
- (f) **A ½ hour unpaid break must be taken at no cost to the employer. “BENEFITS” includes employer contributions and employee deductions. When employees are required to work a shift other than the day shift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium for benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.**
- (g) Where an Employee is required to work overtime, a non-alcoholic beverage shall be provided at no loss of time to him. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the Employer at no expense to the Employee commencing at the end of the shift and every two (2) hours thereafter where practical.
- (h) In the event an Employee is called out on a job on Saturday, Sunday or a Holiday as listed in Article 8.01(a), or after regular daily hours, he shall receive a minimum of four (4) hours' pay at the overtime rate.
- (i) There shall be an overtime meal allowance for hours worked by an Employee after his regular shift as follows: lunch break of one-half (½) hour at 4:30 p.m. when overtime is over three (3) hours and a free meal every four (4) hours, starting at the end of the normal shift, with meal period at straight time rates.
- (j) Overtime shall be taken as those hours worked before or after regular working day hours. All Saturday, Sunday and Holidays shall be paid at double time (2x).
- (k) No work shall be performed on Labour Day except in case of emergency.
- (l) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the Employer.

- (m) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the Employee (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (n) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.
- (o) Where the client or owner requires that metatarsal boots be worn on a project, a premium of \$.10 per hour above the base rate shall be paid for the hours earned on such projects. The employee shall provide their own proper metatarsal boots meeting jobsite requirements.

Training Fund

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each member will be given WHMIS, Working at Heights and Confined Space training courses, provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the passport booklet or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employees to attend training and upgrading programs offered by the Union.

Travelling Time and Transportation

- (a) The following is defined as the Metropolitan area for the purpose of this agreement where travel monies are not applicable.
The area north of a boundary line drawn from the west shore of the Niagara River in a westerly direction on Townline Rd (south of Black Creek) to Hwy 25. Westerly on Hwy 25 to Canal Bank St. (Welland).

South on Canal Bank St. to Hwy 23 (Dain City). West on Hwy 23 to Hwy 24 (Chambers Corners), north on Hwy 24 to Hwy 20, west on Hwy 20 to Hwy 14 to the boundary of Local 18 Zone #1.

- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) above, he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way effective May 1, 2012. The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.
- (c) For any travelling to and from work done by an employee whether in the free zone or in a zone where payment is made, the employer shall so arrange that the employee is covered by the terms of the Workers' Compensation Act.
- (d) **“Mobility and Hiring” Local 18 members. Where employers whose principal office is based in Hamilton zone 1 or zone 2 and are moving employees who are members of Local 18 from zone 1 to zone 2 or from zone 2 to zone 1, they will notify local 18 union office. Employers requiring additional carpenters at the project shall contact the appropriate zone 1 or 2 office applicable to the project.**
- (e) For travel and tool expenses, where requested by an employee, an employer will complete a CRA Form T2200 if the employee provides a **Detailed** daily log book for verification.
- (f) When employees are required to report to a different job on the following day, they shall be notified before quitting time, otherwise the employer will arrange to obtain the employees' tools and provide transportation to the new jobsite.

Occupied Premises

It is agreed between the parties that where a prime contractor is carrying out work under the terms of the Occupied Premises provisions of the Carpenters Local 18 Hamilton and Niagara schedules (the Blue Pages) and sub contracts work covered by the Resilient Floor Workers Appendix that the same Occupied Premises provisions will apply to Resilient Floor Workers.

Room and Board Allowance

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Toronto

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$44.36	\$4.44	\$3.70	\$6.79	\$3.10	\$62.39	\$0.60
May 1/23	\$46.55	\$4.65	\$3.70	\$6.79	\$3.10	\$64.79	\$0.60
May 1/24	\$48.73	\$4.87	\$3.70	\$6.79	\$3.10	\$67.19	\$0.60

Health & Welfare rate includes a retirees' subsidy of \$0.30

Total Wage Package includes a premium transportation allowance for OLRB Area #8.

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.60	\$0.60	\$0.60
Promo Fund	\$0.17	\$0.17	\$0.17
Apprenticeship Training Fund	\$1.12	\$1.12	\$1.12
CDC North American Training Fund	\$0.06	\$0.06	\$0.06
CDC Fund	\$1.75	\$1.75	\$1.75
Employee Deductions	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Apprenticeship Fund	\$0.10	\$0.10	\$0.10
Union Dues Check-off	2% of Gross Earnings		
Foreman Differential:	15%		

A foreman shall be required only when there are eight (8) or more employees on a job.

Health and Welfare/Pension:

The above noted contributions for Health and Welfare and Pension shall be allocated between the Welfare Plan and the Pension Plan from time to time by the Board of Trustees of the Resilient Floor Workers Trust Fund.

Apprentices:	May 30/22	May 1/23	May 1/24
0-2000 hours - 55% of Journeyperson rate	\$24.40	\$25.60	\$26.80
2001-3000 hours - 60% of Journeyperson rate	\$26.62	\$27.93	\$29.24
3001-4000 hours - 70% of Journeyperson rate	\$31.05	\$32.58	\$34.11
4001-5000 hours - 80% of Journeyperson rate	\$35.49	\$37.24	\$38.98
5001-6000 hours - 90% of Journeyperson rate	\$39.92	\$41.89	\$43.86

Special Provisions

- (a) Where the Trustees find an employer to be a deliberate delinquent in forwarding or delivering contributions and/or deductions, the employer shall post a bond or certified cheque in a reasonable amount for a specified period(s) to be determined by the Trustees for each trust fund and/or plan to which the employer is required to make contributions and/or deductions such bond or certified cheque to be held in trust by the Trustees for a period to be determined by the Trustees. The Trustees are authorized to apply the security against any further delinquency.
- (b) The employer will not request any member of the Union to work for a lesser rate of wages, or enter into any agreement to work on piecework and/or contract basis.
- (c) The union shall file a grievance against any contractor that is two months or more in arrears regarding any remittance required under this collective agreement.
- (d) All installers MUST become INSTALL certified during the life of this collective agreement, which expires April 30, 2025 (this excludes hardwood flooring installers). Installers who do not become certified will not receive any increases after May 1, 2025 in other words, these installers will not get any raises in any collective agreement beyond the current agreement until certified.

Union Security

The Union shall strictly enforce the provisions of Article 5.01(b) in the Master Portion of the Carpenters Provincial Collective Agreement.

Disbursement of Vacation Fund Interest

- (a) The interest earned by investment of the monies in such fund shall firstly be applied against administration costs of the vacation pay fund and any deficit caused by the delinquency of a contributing employer, held as a reserve.
- (b) Notwithstanding any provision of this collective agreement, vacation and holiday pay shall be paid at the same time and in the same manner as the regular wages.

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/37½ to 2pm Friday	1½ x 1 st 3 hrs. 2x after	1½ after 4pm 2x after see (f) below	2x	1¼ 1st 7½ hrs. 2x after	2 x 10 min.	2 hrs.	1 hr.
Notwithstanding the above provisions, if a job commences and finishes on Friday, the hours of work shall be eight (8) hours at straight time rates.							

Hours of Work

- (a) The regular working day shall be 8:00 a.m. to 4:30 p.m. Monday to Thursday; Friday - 8:00 a.m. to 2:00 p.m. including a thirty (30) minute break for lunch. Any work done outside of these hours shall be on a basis of time and one-half between 4:30 p.m. to 7:30 p.m. and double time thereafter. Starting at 7:30 a.m. shall be only with the approval of the union and the member.
- (b) The employer agrees that all employees will be allowed a coffee break during the hours of work in each half of their respective shifts. Coffee breaks and lunch breaks shall not be taken during the last hour of the shift.
- (c) Eight (8) hours shall constitute a working day Monday to Thursday - Friday five and one-half (5½) hours, thirty-seven and one-half (37½) hours per week. All time worked in excess of this shall constitute overtime and shall be paid as provided in (e) of this schedule. Nothing herein may be construed to mean a guaranteed number of hours per week.
- (d) Any work performed in excess of the regular working periods described in (a) and (b) shall be deemed as overtime work and paid as follows:
 - Saturdays: Time and one-half 8:00 a.m. to 4:00 p.m. (double time thereafter)
 - Saturdays: Double time for all new construction (New Buildings)
 - Sundays: Double timeOvertime rates herein described shall be paid for working periods on job sites only.
- (e) Night Work: It is agreed that where it is impossible to work between the hours of 8:00 a.m. to 4:00 p.m. the work shall be done as night work. "All night work performed from midnight Sunday to Thursday night shall be reimbursed at the rate of time and one-eighth (1 1/8)." It is understood by the parties that this applies only to the first eight (8) hours of work, with all work performed after eight (8) hours to be paid at time and one-half (1 ½). Work to be classed as night work must be at least two (2) consecutive nights' duration, so planned that the worker will not lose time by working said two (2) consecutive nights, otherwise all night work must be paid at the double time rate. Night work starts at midnight Sunday to Thursday night.
- (f) Any work performed on Saturdays, Sundays or holidays shall be overtime. The parties agree to amend overtime for Saturday work to double-time (2X) the applicable rate for all new construction (new buildings).

Occupied Premises

It is agreed that where it is impossible to work between the hours of 8:00 a.m. to 4:00 p.m. the work shall be done as night work and the rate of pay to be paid for such night work shall be one and one-eighth (1 1/8) times the regular rate for the first eight (8) or nine (9) hours subject to mutual consent of the

parties. All work done thereafter shall be at the overtime rate of double time. Work to be classed as night work must be at least two (2) consecutive nights' duration, so planned that the worker will not lose time by working said two (2) consecutive nights, otherwise all night work must be paid at the double time rate.

Travelling Expenses

- (a) If the employees travel in a company vehicle, they shall not be entitled to travelling expense allowance but shall be paid their hourly rate from the shop to the job.
- (b) If the employees use their cars for the employers' convenience, carrying material to commence a job, material for repairs and travelling between jobs during working hours they shall receive **fifty-eight cents (.58)** for every kilometre travelled and parking fees plus their hourly rate. These expenses shall be paid weekly. It shall not be deemed a violation of this Collective Agreement if an employee refused to carry material and/or equipment or use his own personal vehicle on company business.
- (c) Travelling time to and from jobs located outside a radius of forty (40) kilometres from City Hall, shall be at the hourly rate. Kilometrage at **fifty-eight cents (.58)** per kilometre to and from the job and pay to be reckoned with from the employer's place of business. Payment by the employer to worker for Saturday and Sunday layover on out of town jobs shall not exceed the equivalent of the established cost of board and lodgings for those days.
- (d) Employees who are sent out of town shall be paid a sum equal to reasonable room and board equivalent to hotel accommodation if not otherwise available and transportation costs. Meal allowance fifty-five dollars (\$55.00) per day, forty-five dollars per day (\$45.00) if the hotel includes breakfast. Expense money to cover same shall be paid, in advance, by the employer. The employee to furnish receipts for all expenses to his employer when so required. The parties agree that the Employer shall reimburse employees for out of town expenses, including weekends, in a lump sum. It shall be at the discretion of the employee whether or not to apply that amount to room and board or travel back to their home.
- (e) Employees when riding in company and/or private trucks will only ride in the cab of said vehicle.
- (f) Employer will sign form T2200 if employee provides a **Detailed** daily log book for verification.

Parking

The Employer agrees to reimburse the employee for the first day (to bring tools in) and last day (to remove tools) of employment on the job site.

Article 14 -Business Representative and Steward

Notwithstanding Article 14(c) of this Appendix, in the geographic area of Local 27, the Shop Steward shall be one of the last six (6) men retained by the Employer, provided he is qualified to do the available work.

Article 16 - General Working Conditions

- (a) Notwithstanding Article 16(c) of this Appendix, in the geographic area of Local 27, no owner or management persons shall perform work with the tools on any project, except for lay-out and training purposes.

Article 17 - Apprentices

- (a) Apprentices must attend and complete the required training courses before receiving an increase in the percentage of the journeymen rate as per the Local Apprenticeship Committee.
- (b) All new first term and second term apprentices **MUST** attend the first available basic schooling.
- (c) Journeymen must attend and complete the required training courses to fulfil all of the requirements of the trade when required to do so by the Union.
- (d) Employers of such Apprentices and Journeymen shall enforce these provisions and failure to do so shall constitute a violation of this Agreement and shall be subject to a claim for damages.

L.U. 93

Resilient Floor Workers
Article 6 - SCHEDULE D

Ottawa (Zones 1 and 2)

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Hardwood Floor Layers, Sander & Finishers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$41.98	\$4.20	\$2.85	\$7.23	\$3.56	\$59.82	\$0.50
May 1/23	\$43.97	\$4.40	\$2.96	\$7.23	\$3.56	\$62.12	\$0.50
May 6/24	\$45.96	\$4.60	\$3.07	\$7.23	\$3.56	\$64.42	\$0.50

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.49	\$4.05	\$2.85	\$7.23	\$3.56	\$58.18	\$0.50
May 1/23	\$42.43	\$4.24	\$2.96	\$7.23	\$3.56	\$60.42	\$0.50
May 6/24	\$44.35	\$4.44	\$3.07	\$7.23	\$3.56	\$62.65	\$0.50

Truck Drivers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$37.50	\$3.75	\$2.85	\$7.23	\$3.56	\$54.89	\$0.50
May 1/23	\$39.32	\$3.93	\$2.96	\$7.23	\$3.56	\$57.00	\$0.50
May 6/24	\$41.14	\$4.11	\$3.07	\$7.23	\$3.56	\$59.11	\$0.50

Flooring Mechanics (on projects where the General Contractor is non-union)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$39.89	\$3.99	\$2.85	\$7.23	\$3.56	\$57.52	\$0.50
May 1/23	\$41.80	\$4.18	\$2.96	\$7.23	\$3.56	\$59.73	\$0.50
May 6/24	\$43.71	\$4.37	\$3.07	\$7.23	\$3.56	\$61.94	\$0.50

Employer Contributions

	May 29/22	May 1/23	May 6/24
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50
Ottawa Flooring Contractors Association	\$0.15	\$0.15	\$0.15
North American Training Fund	\$0.06	\$0.06	\$0.06
Local 93 - Apprenticeship and Training	\$0.85	\$0.85	\$0.85
Local 93 - Promotion Fund	\$0.25	\$0.25	\$0.25
Local 93 – Building Fund	\$0.90	\$0.90	\$0.90
Local 93 – Office Administration Fund	\$0.60	\$0.60	\$0.60
CDCO Fund	\$0.75	\$0.75	\$0.75

Employee Deductions	May 29/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Carpenters District Council of Ontario (Union Dues Check-off)	\$1.00	\$1.00	\$1.00

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.

Foreman Differential:	15%	15%	15%
Lead Hand:	10%	10%	10%

- a) A working Foreman is hereby defined as a carpenter having supervisory capacity over ten (10) or more floor layers and who, in addition to such supervisory capacity, is also required to perform his regular floor laying duties with use of his tools of the trade if and when required.
- b) The term Lead Hand, as used herein, is a floor layer having supervisory capacity, is also required to perform his regular floor laying duties with use of his tools of the trade if and when required. It is understood and agreed that a Lead Hand will not be used unless a working Foreman is already on the project.

Geographic Scope

The City of Ottawa, and the United Counties of Prescott and Russell, the county of Renfrew (including McNab/Braeside Township and the Town of Arnprior), the United Counties of Stormont, Dundas and Glengarry and the geographic township of Oxford (on Rideau) in the United Counties of Leeds and Grenville, and the townships of Pakenham, Ramsay and Beckwith in the County of Lanark.

The following townships in the district of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

Apprentice: Hardwood Floor Layers, Sanders & Finishers

	May 29/22	May 1/23	May 1/24
1 st Year - rate	\$20.50	\$21.50	\$22.50
2 nd Year - 65% of journeyman rate	\$27.29	\$28.58	\$29.87
3 rd Year - 80% of journeyman rate	\$33.58	\$35.18	\$36.77
4 th Year - 90% of journeyman rate	\$37.78	\$39.57	\$41.36

Apprentice: Resilient Floor and Carpet Layers

	May 29/22	May 1/23	May 1/24
1 st period 0-2000 hrs (no pension contributions)	\$20.50	\$21.50	\$22.50
2 nd period 2001-3000 hrs- 60% of journeyperson rate	\$24.29	\$25.46	\$26.61
3 rd period 3001-4000 hrs- 70% of journeyperson rate	\$28.34	\$29.70	\$31.05
4 th period 4001-5000 hrs- 80% of journeyperson rate	\$32.39	\$33.94	\$35.48
5 th period 5001-6000 hrs- 90% of journeyperson rate	\$36.44	\$38.18	\$39.92

Any “apprentice” who has completed 13000 work hours or more in the resilient floor trade shall automatically be classified as a “journeyperson” for the purposes of this Collective Agreement.

It is agreed that there are no pension contributions for the first period apprentices (0 to 2000 hours).

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs 2x after	2x	2x	2 nd & 3 rd 8 hours pay for 7 hours work	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular hours of work shall be as follows: Forty (40) hours a week, and eight (8) hours a day, to be worked between the hours of 7:00 a.m. and 5:00 p.m. from Monday through Friday inclusive. All work performed outside of those hours will be considered as overtime work or shift work (except as shown in Occupied Premises), When mutually agreed upon by the employer and the union, the hours of work may be modified.
- (b) Five minutes shall be allowed at the end of each day or shift for Floor Mechanics and Apprentices to pick up their tools.
- (c) The starting point at starting time shall be at ground level except on those projects which provide personnel hoisting facilities. In the latter case, the starting point at starting time will be the designated work position.
- (d) All work during the first two (2) hours after the end of the regular working day as provided for above on Monday through Friday inclusive, shall be paid at:
 - (i) the rate of one and one-half times the rate established herein for existing or occupied buildings, or
 - (ii) double time the rate established herein for new construction
 For work performed during the regular working period.

Where employees are required to work overtime, they shall be allowed a fifteen (15) minute break period without loss of wages. Where the overtime period exceeds two (2) hours, they shall receive \$15.00 as a food allowance.

- (e) Where work cannot reasonably be performed during the regular hours mentioned above, it may be performed during other hours providing no more than eight (8) hours is worked in a twenty-four hour period. In such cases a premium of one dollar (\$1.00) per hour over and above the basic rate will be paid.
- (f) All work performed on Saturday and Sunday shall be considered as overtime and shall be paid at twice the regular hourly rate.
- (g) On non-union jobs or projects where the General Contractor is non-union the Hours of Work sections are modified as follows:
 - (a) The regular starting time of 8:00 a.m. may be varied one half hour either way.
 - (b)
 - 1. All overtime except Sunday and Statutory Holidays will be paid at time and one-half.
 - 2. No food allowance will be paid.

Travel Expenses

Zone 1

Where any projects under construction by the employers is located outside of a radius of thirty-five (35) km from the Corner of Preston Street and Carling Avenue, Ottawa, employee shall be paid a travelling allowance of **fifty-eight cents (.58)** per km, both ways, by the most direct route by automobile from the thirty-five (35) km radius to the project.

Zone 2 & 3

In Zones 2 and 3 a free zone of forty (40) km's shall be established from the jobsite by the shortest accessible route and after that point **\$0.58** a kilometre shall be paid each way from his/her home.

Employees required to remain away from home shall be reimbursed \$175.00 (one hundred and seventy-five) per day for room and board for Zones 1, 2 and 3.

Parking

- 1. The employer agrees to reimburse the full cost of the employee's parking for the first day (to bring tools in) and last day (to remove tools) of employment on the job site.
- 2. The employer will endeavour to provide parking spaces for the employees.

3. On projects where parking of employee`s vehicles is a problem, it is agreed that a pre-job conference will be held to examine options to address the parking problem.
4. The employer shall provide, when applicable, a Canada Revenue Agency Form T2200 `Declaration of Employment` to employees working under the terms of the collective agreement if the employee provides a Detailed daily log book for verification.

Competitive Hardship Make up Time

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control on exterior work, members may be required to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule.

No more than two (2) extra hours per week day may be worked to a total of ten (10) hours per day, and then double time would be applied. Make-up time hours are agreed not to exceed eight (8) hours per week Monday to Friday. Make-up time if needed on a Saturday will be paid at the rate of 1 ½ (time and one half) for the first four hours and double time thereafter.

The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized. The Employer and the Union shall meet to confirm Hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes. Any violations to this make-up clause proven by the Union may deem a contractor ineligible to utilize it in the future.

Occupied Premises

Occupied Premises shall be defined as facilities on which it is impractical to perform work during regular hours applicable to such business. Work within such facilities may be performed under the following conditions:

- (a) Nine (9) hours per day (8 hours on Friday) at the applicable straight hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.
- (b) Applicable overtime rates shall be paid after nine (9) hours in any shift and for all work performed on Saturdays, Sundays and Holidays which shall be paid at double time.

Health & Welfare, Pension and Union Dues

All Health & Welfare, Pension and Employer Contributions and Employee Deductions are to be remitted to the Ontario Provincial Council of Carpenters` Pension Funds as directed by the trustees for such Funds.

Foreman Ratio and Definition

Foreman means journeyman in the carpentry/flooring trade who is a member of Local 249. This employee will be designated by the employer to plan work and direct the working forces as to working procedures and coordinate the work to be performed. The employer shall designate a foreman when five (5) or more journeymen or a combination of journeymen and apprentices are employed.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day. Monday through Friday inclusive
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m.
- (c) When employees work a shift other than the day shift (8:00 a.m. – 4: 30 p.m.) then all work performed for the first seven hours from Monday to Friday, shall be paid at the rate of one and one-seventh (1 1/7) per hour.
- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purposes of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 midnight on any given calendar day.
Clarification of Shift Terminology:
12:01 a.m. to 8:00 a.m. - Night Shift
8:00 a.m. to 4:30 p.m. - Day Shift
4:00 p.m. to 12:00 midnight - Afternoon Shift
- (g) Any work performed in excess of the regular working periods of eight (8) hours Monday to Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing rate of wages.
- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a

fifteen minute (15) clean-up period (i.e creosote, etc.) and towels and solvent are to be supplied by the employer.

Article 11 – Schedule D

Zones and Mileage – Zone 1

- (a) Free zone of up to thirty (30) km from Kingston City Hall.
- (b) From thirty (30) km, up to forty-five (45) km, nine dollars and thirty-four (\$9.34) per day.
- (c) From forty-five (45) km, when employee makes a return trip on the same day, thirteen dollars and ninety-two cents (\$13.92) per day.
- (d) An employer who does not provide transportation shall pay employees according to the following:
 - (i) A free zone of a 30 kilometre radius from Kingston City Hall is established. For all travel required to a jobsite within that radius, no travel allowance will be paid.
 - (ii) Where a job site is located outside the thirty (30) km radius, effective May 1st, 2022, travel allowance will be paid, both ways, to an employee required by the employer to travel to the job site. The rate will be calculated at the CRA standard auto allowance for the years of 2022, 2023 and 2024 irrespective of the employee's place of residence. All distances shall be measured from the perimeter of the free zone using the most practical and direct route.
 - (iii) Board allowance at the rate of sixty dollars (\$60.00) per day worked shall be paid to employees when boarding away from home on jobs 121 kilometres or more from Kingston City Hall.

Mileage and Room and Board – Zone 2

- (a) A free zone of forty (40) kilometres shall be established from the job site by the shortest accessible route and after that point mileage shall be paid each way from his/her home. The rate will be calculated at the CRA standard auto allowance for the years of 2022, 2023 and 2024.
- (b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

T-2200

The Employer shall provide, when applicable, a CANADA REVENUE AGENCY FORM T-2200 "DECLARATION OF EMPLOYMENT" to workers under the terms of the Collective Agreement.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such funds.

L.U. 397

**Resilient Floor Workers
Article 6 - SCHEDULE D**

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Oshawa – Zone 1

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$42.01	\$4.20	\$2.85	\$7.23	\$1.46	\$57.75	\$0.50
May 1/23	\$43.82	\$4.38	\$2.96	\$7.23	\$1.46	\$59.85	\$0.50
May 1/24	\$45.72	\$4.57	\$3.07	\$7.23	\$1.46	\$62.05	\$0.50

Peterborough - Zone 2

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.68	\$4.07	\$2.85	\$7.23	\$1.46	\$56.29	\$0.50
May 1/23	\$42.49	\$4.25	\$2.96	\$7.23	\$1.46	\$58.39	\$0.50
May 1/24	\$44.24	\$4.42	\$3.07	\$7.23	\$1.46	\$60.42	\$0.50

The above rates apply in the Counties of Peterborough, Victoria and Haliburton.

Cobourg – Zone 3, Belleville - Zone 4

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Admin. Admin Fund
May 30/22	\$40.96	\$4.10	\$2.85	\$7.23	\$1.46	\$56.60	\$0.50
May 1/23	\$42.77	\$4.28	\$2.96	\$7.23	\$1.46	\$58.70	\$0.50
May 1/24	\$44.55	\$4.46	\$3.07	\$7.23	\$1.46	\$60.77	\$0.50

Employer Contributions

Association Administration Fund
-(including Ont. Const. Secretariat Fund)
Promotion Fund
Training Fund
North American Training Fund
Local Administration Fund

May 1/22	May 1/23	May 1/24
\$0.50	\$0.50	\$0.50
\$0.35	\$0.35	\$0.35
\$0.45	\$0.45	\$0.45
\$0.06	\$0.06	\$0.06
\$0.60	\$0.60	\$0.60

Employee Deductions

Union Administration Fund
Ontario Construction Secretariat Fund
Union Dues Check-off

May 1/22	May 1/23	May 1/24
\$0.50	\$0.50	\$0.50
\$0.01	\$0.01	\$0.01
\$1.75	\$1.75	\$1.75

Foreman Differential:

15%	15%	15%
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Lead Hand Differential

\$1.00	\$1.00	\$1.00
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Vacation Pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Apprentices:

When hiring, the Employer agrees to hire and employ a Resilient Floor worker apprentice at the Union’s request, but in no event shall the Employer be required to employ more than a ratio of one (1) apprentice to four (4) journeymen unless by mutual consent between the Union and the Employer.

Apprentices: Resilient Flooring, Carpet Layers and Hardwood Floor Layers

Oshawa – Zone 1		May 30/22	May 1/23	May 1/24
1 st	001-2000 hrs - 55% of journeyperson rate	\$23.11	\$24.10	\$25.15
2 nd	2001-3000 hrs - 60% of journeyperson rate	\$25.21	\$26.29	\$27.43
3 rd	3001-4000 hrs - 70% of journeyperson rate	\$29.41	\$30.67	\$32.00
4 th	4001-5000 hrs - 80% of journeyperson rate	\$33.61	\$35.06	\$36.58
5 th	5001-6000 hrs - 90% of journeyperson rate	\$37.81	\$39.44	\$41.15
Peterborough – Zone 2		May 30/22	May 1/23	May 1/24
1 st	001-2000 hrs - 55% of journeyperson rate	\$22.37	\$23.37	\$24.33
2 nd	2001-3000 hrs - 60% of journeyperson rate	\$24.41	\$25.49	\$26.54
3 rd	3001-4000 hrs - 70% of journeyperson rate	\$28.48	\$29.74	\$30.97
4 th	4001-5000 hrs - 80% of journeyperson rate	\$32.54	\$33.99	\$35.39
5 th	5001-6000 hrs - 90% of journeyperson rate	\$36.61	\$38.24	\$39.82
Cobourg – Zone 3 & Belleville – Zone 4		May 30/22	May 1/23	May 1/24
1 st	001-2000 hrs - 55% of journeyperson rate	\$22.53	\$23.52	\$24.50
2 nd	2001-3000 hrs - 60% of journeyperson rate	\$24.58	\$25.66	\$26.73
3 rd	3001-4000 hrs - 70% of journeyperson rate	\$28.67	\$29.94	\$31.19
4 th	4001-5000 hrs - 80% of journeyperson rate	\$32.77	\$34.22	\$35.64
5 th	5001-6000 hrs - 90% of journeyperson rate	\$36.86	\$38.49	\$40.10

1st and 2nd term apprentices will not have contributions made on their behalf in respect of pension during their first 2000 hours.

No apprentice shall act in a supervisory capacity.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1 ½ 1 st 2 hrs	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday, inclusive to be worked between the hours of 7:00 a.m. and 5:00 p.m. and the work hours to be mutually agreed upon by the Employer and the Union.
- (b) When work is carried on in more than one shift, the men working on the second shift and third shift shall be paid at the rate of eight hours pay for seven hours work or proportionate rate of time and one-seventh. No employees shall work more than one shift in any twenty-four hour period except at overtime rates. For the purpose of this Agreement, a 24 hour period shall be 12:01 a.m. to 12:00 midnight on any given calendar day.
 - Clarification of Shift Terminology:**
 - 12:01 a.m. to 7:30 a.m. - Night Shift
 - 8:00 a.m. to 4:30 p.m. - Day Shift
 - 4:30 p.m. to 12:00 a.m. - Afternoon Shift
- (c) Time and one-half shall be paid for the first two hours of time worked in excess of the regular or shift hours Monday to Friday. Double time shall be paid for all overtime exceeding two hours on daily or shift basis and on Saturdays and Sundays.
- (d) When overtime is to be two (2) hours or greater. A fifteen (15) minute break shall be provided by the employer at no expense to the employee, commencing at the end of the regular shift and every two (2) hours thereafter.
- (e) Where employees are required to work more than ten (10) hours in any one day, they shall receive ten dollars (\$10.00) as a food allowance or an equivalent meal provided by the employer.
- (f) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.
- (g) The regular hours of work shall consist of a 40 hour work week Monday to Friday. When an employer is experiencing undue hardship due to inclement weather or circumstances beyond their control, members may be asked to work make-up time up to 10 hours per day Monday to Friday and 8 hours Saturday up to and including 40 hours per week after which overtime rates will apply. If Saturday work is required all hours over and above the make-up time hours, shall be paid at time and one half (1½), with the employee being guaranteed a 6 hour day.

Article 8 – Schedule D
Occupied Premises

When due to the work site being occupied premises and the Employer must schedule the regular hours contrary to Article 7(a), the employer shall pay the regular rate for such work not exceeding eight (8) hours per day. The

Employer shall pay overtime as per Article 7 (c) on all hours exceeding the eight (8) hours mentioned above.

Before the work is started, the Employer shall notify the Union, via correspondence, that the work is to commence.

Article 10 – Schedule D

Zones, Mileage and Parking

Except where the Employer provides transportation, travelling expense shall be paid to all employees covered by this Agreement who are required to report for work outside the free zone provided for in this Article, the rate of fifty-five cents (.55) per km from the edge of the free zone to the jobsite and return.

A free zone of a 48 km radius from the City hall in Oshawa, Peterborough, Cobourg, and Belleville in each respective Zone is established.

In the event that the Employer provides transportation to the jobsite and return then the travelling expenses provided for above shall not apply.

The Employer will endeavor to provide free parking space for their employees. On projects where free parking cannot be provided to the employees, a daily flat rate of \$7.00 will be paid to all employees.

Joint Labour management Committee

The parties agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters` Benefit Trust Funds, as directed by the Trustees for such funds.

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Windsor

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Hardwood Floor Layers, Sanders & Finishers

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.76	\$4.08	\$2.85	\$7.90	\$2.26	\$57.85	\$0.50
May 1/23	\$42.35	\$4.23	\$2.96	\$7.90	\$2.51	\$59.95	\$0.50
May 1/24	\$43.93	\$4.39	\$3.07	\$7.90	\$2.76	\$62.05	\$0.50
Jan 1/25	\$43.93	\$4.39	\$3.07	\$7.90	\$2.86	\$62.15	\$0.50

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$39.96	\$4.00	\$2.85	\$7.30	\$2.26	\$56.97	\$0.50
May 1/23	\$41.52	\$4.15	\$2.96	\$7.60	\$2.51	\$59.04	\$0.50
May 1/24	\$43.07	\$4.31	\$3.07	\$7.90	\$2.76	\$61.11	\$0.50
Jan 1/25	\$43.07	\$4.31	\$3.07	\$7.90	\$2.86	\$61.21	\$0.50

Employer Contributions

	May 30/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50	\$0.50
Local 494 Training Fund	\$0.80	\$0.80	\$0.80	\$0.80
CDC North American Training Fund	\$0.06	\$0.06	\$0.06	\$0.06
Supplementary Dues	\$1.00	\$1.25	\$1.50	\$1.50
Union Promotion Fund	\$0.40	\$0.40	\$0.40	\$0.40

Employee Deductions

	May 30/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
ICI Union Check-off Dues	\$1.45	\$1.20	\$0.95	\$0.95

Foreman Differential:

15%	15%	15%	15%
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Leader Differential:

10%	10%	10%	10%
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Apprentices: Hardwood Floor Layers, Sanders and Finishers
- see Hours and percentages in General Carpenter Schedule (Page 99).

Apprentices: Resilient Floor and Carpet Layers:

	May 30/22	May 1/23	May 1/24	Jan 1/25
1 st Period (0-2000) - 55% of journeyperson rate	\$21.98	\$22.84	\$23.69	\$23.69
2 nd Period (2001-3000) - 60% of journeyperson rate	\$23.98	\$24.91	\$25.84	\$25.84
3 rd Period (3001-4000) - 70% of journeyperson rate	\$27.97	\$29.06	\$30.75	\$30.15
4 th Period (4001-5000) - 80% of journeyperson rate	\$31.97	\$33.21	\$35.14	\$34.46
5 th Period (5001-6000) 90% of journeyperson rate	\$35.97	\$37.37	\$39.53	\$38.77

*Pension Contribution shall not be applicable on the first 2000 hours worked for level one apprentices.

When hiring the employer agrees to hire and employ a carpenter apprentice at the Union's request, but in no event shall the employer be required to employ more apprentices than the ratio as prescribed in the Regulations unless by mutual consent between the Union and the employer.

NO APPRENTICE SHALL ACT IN A SUPERVISORY CAPACITY

Pre-Apprentice Employees

Pre-Apprentice Employees are new hires not indentured in the apprenticeship program, upon immediate hire. The following conditions are to apply in the first four hundred and fifty (450) hours of hire:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Business Representative and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the probationary employee's behalf
- Union check off dues as per the current schedule paid to the Union
- Four percent (4%) vacation pay by the Employer
- Employers are required to complete a Pre-Apprentice Employee remittance form and remit to the union each month stipulating hours of work. Employers will remit pre-apprentice employee performance evaluations within the first two weeks of hire as well as prior to entering apprenticeship.

Pre-Apprentice employees accepted and indentured by the Local Apprenticeship Committee (LAC) will be credited with all hours worked to date towards this apprenticeship.

Co-op Students:

One (1) student per employer may be hired in conjunction with the local school board terms and conditions. When no level one apprentices are available, more than one co-op student per employer may be hired with the agreement of the local union. The Union agrees in principle to accept apprentices who have worked as co-op students upon graduation, when possible.

The following conditions are to apply:

- Referral slips are to be signed off by the Union
- No pay to apply for hours under agreement with the school boards. Hours in excess of school board agreement rate of pay to be set forth by the employer

Local 494 Journeyman & Apprenticeship Training Fund

- (a) The Union agrees that, upon request from a contractor bound to the terms of this Agreement, that it shall dispatch from the hall, or otherwise provide to the Contractor, only those members who are fully trained by the Local in those aspects of Health & Safety and those aspects of training as agreed to from time to time by the LAC.
- (b) The Local Union agrees that, upon request, it shall provide, in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in (a) above.
- (c) It is also agreed that the Union will disclose quarterly the Financial Status of the Local 494 Journeyman & Apprenticeship Training Fund to the LAC.
- (d) Require all employees to have available, at all times the "Training Verification Card" provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.
- (e) The Employers and the Union will work together to encourage 494 members to attend scheduled training relevant to their employment.

Foreman Ratio and Definition

- (a) For the purpose of this Agreement, a Foreman is hereby defined as an Employee having supervisory capacity over eight (8) or more floor workers.
- (b) A Leader is hereby defined as an employee having some supervisory capacity over one (1) to four (4) floor workers (exclusive of Leader)

who, in addition to such supervisory capacity is also required to perform his regular duties as a floor worker with the use of tools and/or equipment.

- (c) All Foremen must be members of Local 494 or clear into Local 494 (reciprocal must be signed).

Article 7 – SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1 1/2 x 1 st 2hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall consist of eight (8) hours’ labour between 8:00 a.m. and 4:30 p.m. with one-half hour for lunch. Five (5) consecutive eight (8) hour working days shall constitute the regular working week, beginning Monday to Friday each week. With consent of the Local Union these hours may be adjusted not earlier than 7:00 a.m. and not later than 4:30 p.m.
- (b) The starting point to begin and quit work shall be from the place of shelter and change house on the project at ground level. A five (5) minute pick-up will be allowed prior to quitting time. Workers shall be given enough pick up time that they are able to finish their shift at normal quitting time. On excessively dirty work, towels and solvent are to be provided by the employer when special cleaners are required.
- (c) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above, with time and one half (1½) for the first two hours and then double time rates.

The workweek shall commence each Sunday at 12:01 am and terminate each Saturday at 12:00 midnight.

Unscheduled Overtime

- (d) (i) When an employee is to be continually employed for less than two hours beyond the normal quitting time of the shift, he shall be allowed a coffee break at approximately 4:30 p.m. at no lost time.
- (ii) When an employee is to be continually employed for more than two hours beyond the normal time of the shift, he shall be allowed a reasonable lunch break at no lost time and a meal allowance of \$15.00.

Scheduled Overtime

- (e) (i) Overtime work will be distributed amongst the employees on the project after being mutually arranged on a rotation system between the Foreman and Steward.
- (ii) Employees shall not work more than one (1) shift of eight (8) hours between midnight and midnight the following day, unless they are paid for such hours of work as follows: for any time worked other than the employee's regular shift in the aforesaid twenty-four (24) hour period, such additional time shall be paid for at time and one half (1½) for the first two hours and then double the regular rate applicable.
- (f) Work performed on a Saturday or a Sunday shall be paid for at double the regular hourly rate applicable.
- (g) When work is carried on in more than one (1) shift, any employee working on any shift, commencing after the end of any regular working day shall be paid eight (8) hours pay for seven (7) hours work (or part shift proportionate rates where applicable.)
- (h) Shift work on Saturdays, Sundays and Holidays (as defined herein) will be paid at double the regular rate for eight (8) hours pay for seven hours work. On all shift work the Union shall be notified prior to its commencement.
- (i) Overtime work will be distributed amongst the employees on a seniority basis on the project after being mutually arranged on a rotation system between the Foreman and Steward.
- (j) (i) An employee who is regularly absent without good reason, can upon mutual consent with the Union, have his/her pay period extended by 24 hours as set out in Article 6.02 in the Master Schedule.
- (ii) Employees who fail to report to work without an acceptable cause during the week shall not receive overtime pay for hours worked on Saturday or Sunday.
- (iii) Chronic absenteeism shall be discussed with the union and may on agreement result in overtime work from the preceding work week being paid at straight time rates if the employee fails to report to work.

Transportation & Transfer

- (a) When an employee is required to use his own vehicle to travel to any part of Kent County from Essex County to perform work in that area for his employer, he shall receive \$30.00 per day.
- (b) For projects performed in the Kent County area, employer shall be allowed to first hire Local 494 members who live in Kent County. After

all available Kent County members have been referred, the employer must continue to hire Local 494 members and pay travel as per (a).

- (c) Such form to be provided for travel expenses incurred for members required to transfer from one or more work site during the day when using their own vehicle.

Parking

- (i) The employer will endeavour to provide parking space for the employees.
- (ii) On projects where parking of employees' vehicles is a problem, it is agreed that a pre-job conference will be held to determine the most satisfactory solution to the problem.
- (iii) If it is necessary to have additional space to accommodate reasonable parking requirements - the employer will accept this responsibility and will reimburse any cost to the employee on submission of a receipt.
- (iv) Parking shall be paid the week following submission of receipts on a separate, non-taxed cheque.

Board Allowance

Employees working outside the jurisdiction of Local 494 - the employer shall pay for all lodging, transportation and meal allowance of \$40.00 per day for each night spent outside the area. Lodging shall be at a licensed hotel or motel with no more than two (2) people to a room.

Joint Labour Management Committee

The parties agree to establish a Joint Labour Management Committee, which shall meet semi-annually or as otherwise required, to review matters of mutual concern.

Trust Funds

Health & Welfare

Health & Welfare contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds as directed by the Trustees for such Funds.

Pension, Union Funds

Pension, Vacation Pay, Union Dues and Employer Contributions to be remitted to Local 494 Carpenters' Benefit Plan.

Pay Period

All wages and benefit changes to take effect on the first Sunday following ratification and any other changes to wages and benefits to be effective on a Sunday rather than any other day of the week.

General Working Conditions

Provided that if an employee reports to the project for work without the proper tools to perform the work, including personal safety equipment as required by the Occupational Health and Safety Act, as well as their **Training Verification Card**, he shall not be entitled to the reporting allowance.

Shelter and Tool Lock Up

Provided the employee makes a claim in writing **within forty-eight hours (48 hrs)** from the date of loss, the Employer agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire, industrial mishap or burglary by the employee who must provide substantiating evidence to establish the loss from designated locked storage.

L.U. 785

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Cambridge

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$39.94	\$3.99	\$2.85	\$7.23	\$1.58	\$55.59	\$0.50
May 1/23	\$41.52	\$4.15	\$2.96	\$7.23	\$1.63	\$57.49	\$0.50
May 1/24	\$43.19	\$4.32	\$3.07	\$7.23	\$1.68	\$59.49	\$0.50
Jan 5/25	\$43.46	\$4.35	\$3.07	\$7.23	\$1.68	\$59.79	\$0.50

Employer Contributions

	May 30/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50	\$0.50
Carpenters International Training Fund	\$0.06	\$0.06	\$0.06	\$0.06
Local 785 Training Fund	\$0.55	\$0.55	\$0.55	\$0.55
Carpenters Industry Promotional Fund (CIPF)	\$0.87	\$0.92	\$0.97	\$0.97
CDC Fund	\$0.10	\$0.10	\$0.10	\$0.10

Employee Deductions

	May 30/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Check-off Dues	\$1.65	\$1.65	\$1.65	\$1.65

Foreman Differential:

15%	15%	15%	15%
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Apprentices:

	May 30/22	May 1/23	May 1/24	Jan 1/25
1 st Period (0-2000) - 55% of journeyman rate	\$21.97	\$22.84	\$23.76	\$23.91
2 nd Period (2001-3000) - 60% of journeyman rate	\$23.96	\$24.91	\$25.91	\$26.08
3 rd Period (3001-4000) - 70% of journeyman rate	\$27.96	\$29.06	\$30.23	\$30.42
4 th Period (4001-5000) - 80% of journeyman rate	\$31.95	\$33.21	\$34.55	\$34.77
5 th Period (5001-6000) 90% of journeyman rate	\$35.94	\$37.37	\$38.87	\$39.12

1st and 2nd Term Apprentices initiated after May 1, 2010 will not have pension contributions made on their behalf.

Foreman Ratio and Definition

Any carpenter who is designated by the Employer as having supervisory capacity over more, then four (4) carpenters or more than seven (7) employees shall receive the Foreman Differential per hour above the

carpenter journeyman rate of wages. It is understood that such carpenter in addition to such supervisory capacity, is also required to perform his regular carpenter's duties with use of the tools of the trade if and when required.

Vacation Pay & Statutory Holiday Pay

Vacation Pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1 ½ 1 st 2 hrs 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular hours of work shall be either; eight and one-half (8½) hours per day Monday to Thursday and six (6) hours on Friday, or eight (8) hours per day Monday to Friday. The choice of regular hours will be by agreement between the Employer and the majority of Carpenters. The hours are to be worked between the hours of 7:00 a.m. and 4:30 p.m. The start time can be 7:00 a.m. or 7:30 a.m.
- (b) When work is carried on in more than one shift, the men working on the second shift and third shift shall be paid at the rate of eight hours pay for seven hours work or proportionate rate of time and one-seventh. No employees shall work more than one shift in any twenty-four hour period except at overtime rates. For the purpose of this Agreement, a 24 hour period shall be 12:01 a.m. to 12:00 midnight on any given calendar day.

Clarification of Shift Terminology:

- 12:01 a.m. to 7:30 a.m. - Night Shift
- 8:00 a.m. to 4:30 p.m. - Day Shift
- 4:30 p.m. to 12:00 a.m. - Afternoon Shift

- (c) Time and one-half shall be paid for the first two hours of time worked in excess of the regular or shift hours Monday to Friday. Double time shall be paid for all overtime exceeding two hours on daily or shift basis and on Saturdays and Sundays.
- (d) The Employer agrees that no employee shall be required to work on Labour Day except in cases of emergency.
- (e) In the event an employee is called out on a job on Saturday, Sunday or Holidays listed in Article 8, or during or after the regular daily hours, he

shall receive a minimum of two (2) hours' pay at overtime rates for applicable period.

Make-Up Time

Where time is lost due to weather Monday to Friday, it may be made up at straight time rates not to exceed two (2) hours in addition to the regular hours Monday to Friday and the first four (4) hours on Saturday, but only in the week it was lost. Such work shall be voluntary.

General Conditions of the Agreement

- 1) Any hours worked beyond the hours detailed in the agreement are subject to the normal overtime agreement.
- 2) The required completion of the forty (40) hours or as close to the forty (40) hours the aforementioned agreement facilities is only activated if there is a "Lost Production Time" occurrence due to inclement weather and on work which is classed in full as work which cannot be undertaken due to the prevailing weather conditions.
- 3) The agreement only deals with Half or Full Days of "Lost Production Time"
- 4) The "Lost Production Time" agreement can only be used by the Employers on an ongoing weekly basis. ie. "Lost Production Time" must be made up as far as possible in the same week as the occurrence.
- 5) Abuses of this agreement will not be permitted. ie. The agreement cannot be utilized for any reason without the terms detailed previously.

Maintenance Construction

- (f) For industrial maintenance construction on Saturdays, the first eight (8) hours shall be at time and one-half. Any additional hours shall be at double-time. For purposes of this clause, maintenance construction shall consist of repair work, alterations and changes to existing industrial facilities, and will apply only to work that cannot be performed on regular working days, due to normal plant operations.

Occupied Premises

- (g) When due to work site being occupied premises and the employer must schedule the regular working hours contrary to Article 7(a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day. The employer shall pay overtime as per Article 7(c) on all hours exceeding (8) hours mentioned above. If the second shift is utilized, the rate of pay shall be according to Article 7(b).

Before the work is started the Business Representative and the Employer shall meet and mutually agree on:

- (i) Whether it is an Occupied Premises;

- (ii) The starting and quitting times; and
 - (iii) The Business representative shall give to the Employer in writing his consent.
- (h) For Occupied Premises when due to contract stipulation work must be performed on weekends overtime rates will not apply unless the regular hours of work are exceeded, save and accept Holidays. When only one shift is utilized no shift premium shall apply.

Article 10 – Schedule “D”

Supplementary Dues Check-Off

- (a) A free zone of 60 km radius from the city hall in Cambridge is established.
- (b) Except where the employer provides transportation, traveling expenses will be paid to all employees covered by this agreement who are required to report to work outside the free zone provided for in this article at the rate of forty-eight cents (\$0.48) per km from the edge of the free zone and return.
- (c) In the event that the Employer provides transportation to the jobsite and return, then the traveling expenses provided for above shall not apply.

Board Allowance

- (d) The Employer shall pay reasonable cost of room and meals upon receipts being submitted by the Employee to the Employer. On the day that room and meals are paid, the kilometrage in 11(a) will not be applicable, except on the first day of payment for room and meals.
- (e) When an employee is transferred during working hours and transportation is provided by the Employer, then no transportation costs will be allowed, but regular rate of pay will be paid for all time in transit.
- (f) When an employee is transferred at the request of the employer during working hours and provides his own transportation he/she shall be paid his/her regular rates of pay while travelling from job to job, plus transportation costs of forty-eight cents (\$0.48) per km.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Letter of Understanding (LOU)

Between:

The Carpenter Local 785 (the Union)

and

The General Contractors' Section of Grand Valley Construction Association (the Employer)

Covering the renewal of the Cambridge Local 785 Schedule of the Carpenters Provincial Agreement
May 1, 2022 – April 30, 2025

1. The parties agree to deal with parking on a project by project basis.
2. When the Employer provides parking, free of charge, in close proximity to the project, no parking allowance shall be payable.
3. When the Employer is unable to provide parking in close proximity to the jobsite and employees are required to pay for parking, the employee may submit a request for reimbursement of parking expenses, such as a request shall not be unreasonably denied by the Employer.
4. This LOU may be enforced through the grievance procedure of the Provincial Carpenters Agreement.
5. The Union agrees to meet with the Employer prior to filing a grievance concerning parking expenses.

For The Employer

Jason Ball

Dated this 30th day of May, 2022

For The Union

Matthew Kwasnicki

Dated this 30th day of May, 2022

L.U. 1256

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Sarnia

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	E.A.P. Employee Contribution	Funds	Total	Assoc. Admin Fund
May 30/22	\$41.10	\$4.11	\$3.30	\$8.04	\$0.02	\$0.76	\$57.33	\$0.50
May 1/23	\$42.78	\$4.28	\$3.35	\$8.14	\$0.02	\$0.76	\$59.33	\$0.50
May 1/24	\$43.65	\$4.37	\$3.40	\$8.24	\$0.02	\$0.76	\$60.44	\$0.50

Employer Contributions

	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50
Apprenticeship, Training and Industry Fund (including Carpenters' District Council of Ontario Training Trust Fund)	\$0.76	\$0.76	\$0.76
Employee Assistance Program	\$0.02	\$0.02	\$0.02

Employee Deductions

	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Const. Secretariat Fund (I.C.I. only)	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$0.25	\$0.25	\$0.25
Regional Council Dues	\$1.75	\$1.75	\$1.75

All of the above Employer Contributions and Employee Deductions are contributed or deducted on the basis of hours earned.

Foreman Differential

General Foreman
15 %

Area Foreman
\$2.50 after 10
men employed

Working Foreman
\$2.00

E.A.P.

Each Employer shall remit the sum of (\$0.04) for each hour earned to the LU 1256 Employee Assistance Program. The four cents (\$0.04) remittance shall be composed of a two cent (\$0.02) contribution by the Employer for each hour earned, and, two cent (\$0.02) contribution by the Employee for each hour earned such funds shall be remitted to the L.U. 1256 Employee Assistance Program as agreed to by the Union and the Association. E.A.P. contributions will be payable to Carpenters' Local 1256 Employee Assistance Program and remitted on a separate cheque along with the completed Carpenters' Local 1256 Union Remittance Form.

Apprentices:	May 30/22	May 1/23	May 1/24
1 st Period (0-2000) - 55% of journeyperson rate	\$22.61	\$23.53	\$24.01
2 nd Period (2001-3000) - 60% of journeyperson rate	\$24.66	\$25.67	\$26.19
3 rd Period (3001-4000) - 70% of journeyperson rate	\$28.77	\$29.95	\$30.56
4 th Period (4001-5000) - 80% of journeyperson rate	\$32.88	\$34.23	\$34.92
5 th Period (5001-6000) 90% of journeyperson rate	\$36.99	\$38.50	\$39.29

Union Security – Temporary Work Permits

It is mutually agreed that an Employer utilizing Article 5.01 (c) of this Agreement shall replace those employees with Local Union members within five (5) days of the Local Union member registering as unemployed with the Local Union.

Local Union members replacing permit workers under the terms of this Article shall have required orientation training provided by the I.E.C. and the Employer company orientation training prior to being referred to work by the Union. This training includes the I.E.C. basic safety training, plant specific training as provided by the I.E.C., Employer orientation and fit test if required.

Wages – Method of Payment

Wages shall be paid by either direct deposit – which shall at the sole discretion of the employee be divided into two (2) separate bank accounts, or on the job by cheque before the regular quitting time on or before Thursday for the payroll period ending the previous week.

I.E.C. Safety Training and Mandatory Services

Carpenters Local 1256 to cover all costs associated with IEC Safety Training and Mandatory Services (BSO, W.A.H., WHMIS, Confined Spaces & Safety Watch, IEC half-mask, Full-mask and foreman training).

Contact Carpenters Local 1256 or `Sarnia Constriction Association to refer to ``Letter of Understanding`` respecting the above matter.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday Pay total earned shall be forwarded Monthly with a cheque to the Carpenters' Local 1256 Vacation Pay Trust Fund along with the completed Local 1256 Remittance Form after being included in the Employees' Gross Pay and source deductions taken, to be held in trust in the Employees name. Vacation and Statutory Holiday Pay shall be paid to each employee semi-annually on June 30th and December 1st. Trusteed Vacation Pay Trust Fund to be established and effective on December 1, 1982. Interest surplus after administration cost shall be paid to Local 1256.

Parties agree that the Vacation Pay, Health and Welfare, Pension and Training Trust Funds shall be solely trusted by the Union.

Foreman Ratio and Definition

- (a) Foreman shall mean a qualified Journeyman to accept responsibility of work involved. The Employer may have the exclusive right to appoint a Foreman, at the Foreman's rate and may revert a Foreman to a Journeyman's rate at the Employer's sole discretion.
- (b) Working Foreman shall be a qualified Journeyman to accept responsibility of and supervise work involved or apprentices involved.
- (c) One to ten (1-10) journeymen or apprentices on the job-one (1) working Foreman. Second man on job to receive the working Foreman's rate. Eleventh man on job-Area Foreman. Area Foreman will continue as working Foreman until there are sixteen (16) journeymen or apprentices on the job. Area Foreman becomes non-working Foreman after there are sixteen (16) journeymen or apprentices on the job and will continue supervising his ten man crew until there are twenty (20) journeymen or apprentices on the job. Thereafter, the above noted formula repeats.
- (d) Fifty (50) journeymen or apprentices on the job, one (1) General Foreman. General Foreman to receive \$4.00 above basic hourly rate or a minimum of \$1.00 above Area Foreman Rate.

Trust Funds

Contributions for the Welfare Trust Fund and Pension Trust Fund shall be forwarded to the Carpenters' Local 1256 Benefits Office along with the completed Carpenters' Local 1256 Benefits Office Remittance Form effective May 1, 2007.

Vacation Pay and Statutory Holiday Pay total earned shall be forwarded monthly with a cheque to Carpenters' Local 1256 Vacation Pay Trust Fund along with the completed Local 1256 Benefits Office Remittance Form after being included in the Employees' Gross Pay and source deductions taken, to be held in Trust in the Employees name. Vacation and Statutory Holiday Pay shall be paid to each Employee semi-annually on June 30th and December 1st. Trusteed Vacation Pay Trust Fund to be established and effective on December 1, 1982. Interest surplus after administration cost shall be paid to Local 1256. Contributions for the Union Administration Fund, Ontario Secretariat Fund, Local 1256 Union Dues Check-off Fund, and, Apprenticeship, Training and Industry Fund (including Carpenters' District Council of Ontario Training Trust Fund) shall be forwarded to the Carpenters' Local 1256 Union Office along with the completed Carpenters' Local 1256 Union Office Remittance Form effective May 1, 2007.

The Parties agree that the Vacation Pay, Health and Welfare, Pension and Training Trust Funds shall be solely Truusted by the Union.

Parking

When parking lot becomes an issue on a job because of location to said jobsite, the company and the Union Representatives will negotiate walking time. Each problem to be handled on its own merit.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/38 Fri. 6 hrs. to 2:30 p.m.	2x	2x	2x	2 nd 1-1/7x 3 rd 8 hrs pay for 6 hrs work	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular working day shall consist of eight (8) hours' work between 8:00 a.m. and 4:30 p.m. Monday through Thursday inclusive, and six (6) hours' work on Friday between 8:00 a.m. and 2:30 p.m. When mutually agreed to by the parties hereto, the regular working hours shall be between 7:30 a.m. and 4:00 p.m. Monday through Thursday and 7:30 a.m. to 2:30 p.m. on Friday.
- (b) The hours of work shall be thirty-eight (38) per week; Monday, Tuesday, Wednesday, Thursday at eight (8) hours each and Friday at six (6) hours' work to end at 2:30 p.m.
- (c) Any work performed in excess of an employee's regular shift, shall be deemed to be overtime and the minimum rate of wages for such overtime work shall be paid at the rate of double (two times) the regular rate.
- (d) When employees are required to work during their regular lunch period, they shall be paid at the rate of double time and shall be given time to eat their lunch later.
- (e) Employees required to work more than two (2) hours' overtime Monday through Thursday shall be supplied a hot meal after two (2) hours' work, and a lunch every four (4) hours thereafter at no cost or loss of time to the employees. In the event employees are required to work beyond 6:30 p.m. on Fridays, a hot meal shall be supplied at 6:30 p.m., and a lunch every four (4) hours thereafter at no cost or loss of time to employee. When mutually agreed to by the Employer and the Employee, in lieu of the hot meal or the lunch the Employer shall supply a meal voucher worth a minimum of twenty-three (\$23.00) dollars to the employee.

Shift Work

- (f) Shift workers shall mean those employees who, at the beginning of their normal working days, take over their duties and responsibilities from other designated employees, and/or at the end of their normal working day turn over their duties and responsibilities to other designated employees, whether it be a two or three shift schedule.
- (g) No shift shall be less than five (5) consecutive days' duration, nor shall it be less than eight (8) hours' duration Monday through Thursday, inclusive, and six (6) hours' duration on Fridays.
- (h) The first shift shall be 8:00 a.m. to 4:30 p.m. Monday through Thursday inclusive and 8:00 a.m. to 2:30 p.m. on Fridays. Lunch break is included within these hours.
- (i) The second shift shall be a shift commencing anytime after 8:00 a.m. and before 8:00 p.m. Employees on the second shift shall receive eight (8) hours' pay for seven (7) hours' work Monday through Thursday inclusive, and six (6) hours' pay for five (5) hours' work on Fridays.
- (j) The third shift shall be a shift commencing anytime after 8:00 p.m. and before 2:00 a.m. Employees working this shift shall receive eight (8) hours' pay for six (6) hours' work Monday through Thursday inclusive and six (6) hours' pay for four (4) hours' work on Fridays.
- (k) The eighth (8th) hour on the second shift Monday through Thursday inclusive and the sixth (6th) hour on Fridays or any additional hours worked shall be paid at the rate of double time.
- (l) The seventh (7th) and eighth (8th) hours on the third shift Monday through Thursday inclusive, and the fifth (5th) and sixth (6th) hours on Fridays and any additional hours worked shall be paid at the rate of double time.
- (m) In no case shall a shift be considered a shift if worked less than eight (8) hours Monday through Thursday inclusive and six (6) hours on Fridays.
- (n) In the second and third shift, lunch period shall be included in the above mentioned hours, including Saturdays and Sundays, without any pay deductions to the employee.
- (o) It is further agreed, by both parties, that any employer establishing a shift must notify the Business Manager of Local 1256 or in his absence his duly recognized Representative before establishing such a shift.
- (p) In the event of it becoming necessary to work shift work in any job, to qualify as a "Shift Job", two (2) full shifts must be worked in any twenty-four (24) hour period.
- (q) Employees who are called to fill a shift who do not complete five (5) full shifts are to be paid regular overtime rates for all time worked. Employees who quit of their own volition, or are discharged for cause, shall be paid at the regular shift rate.
- (r) For the purpose of this clause only, Saturday will begin at 8:00 a.m. Saturday morning and Sunday will end at 8:00 a.m. Monday morning.

Occupied Premises

The intent of this Article is to allow an employer to perform work in Office Buildings, Banks, Trust Companies, Stores and other similar facilities, where it is impractical to work during regular business hours. All production facilities will be excluded from this Article.

Employees performing work under the terms of this Article shall receive eight (8) hours' pay for seven (7) hours' work Monday through Thursday inclusive and six (6) hours' pay for five (5) hours' work on Fridays. On premises that have normal business hours on a Saturday, employees performing work under this Article shall receive eight (8) hours' pay for six (6) hours' work.

Should a second shift have to be implemented employees working under the terms of this Article shall receive eight (8) hours' pay for six (6) hours' work Monday through Thursday inclusive and six (6) hours' pay for four (4) hours' work on Fridays.

- The first shift shall commence prior to 8:00 p.m.
- The second shift shall commence prior to 2:00 a.m.
- All overtime in excess of the forementioned hours shall be paid at two times (double) the regular rate.

The classification of a project as occupied premises shall be determined and mutually agreed to in writing between the employer and Local 1256. The application of this Article shall not be unreasonably denied.

Transportation and Transfer of Employees

- (a) For the purpose of determining the employer's obligation to supply transportation of employees:

Free Zone is defined as the City of Sarnia and Point Edward, East of the St. Clair River, south to the North side of Stanley Line then Easterly to the East side of Mandaumin Road and North to the North side of Aberfeldly Line then Easterly to the East side of Oil Heritage Road and then North to Lake Huron. Zone A: remainder of Lambton County.

- (b) When an employer transfers any employee from one job to another and transfer is made during working hours, the transportation charges and the time during transit (at the prevailing rate of wages) shall be paid by the employer. Notwithstanding when an employee is transferred from one job to another, the employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the employer's expense.

- (c) Transportation facilities, when provided by the employer, are to be reasonably comfortable, thus conforming to the Workers' Compensation Board ruling covering employees in transit.
- (d) Transportation in Zone A: \$10.00
- (e) Employees who are sent out of Lambton County in which they reside to do work, shall, if required by the employer to remain out of Lambton County, be paid their expenditures for board and lodging.
- (f) If required by company to stay more than forty-five (45) days he is allowed expenses to return home once a month.

Major Projects - Special Job Site Conditions

Refer to the "Letter of Understanding" on file at the Sarnia Construction Association and the Carpenters' Local Union 1256 offices.

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Thunder Bay

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.90	\$4.09	\$2.85	\$7.23	\$1.81	\$56.88	\$0.50
May 1/23	\$42.63	\$4.26	\$2.96	\$7.23	\$2.01	\$59.09	\$0.50
May 1/24	\$44.54	\$4.45	\$3.07	\$7.23	\$2.01	\$61.30	\$0.50
Jan 1/25	\$44.66	\$4.47	\$3.07	\$7.23	\$2.01	\$61.44	\$0.50

Employer Contributions	May 30/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50	\$0.50
CDC North American Training	\$0.06	\$0.06	\$0.06	\$0.06
Training, Upgrading Fund	\$1.25	\$1.45	\$1.45	\$1.45
CDC Fund	\$0.50	\$0.50	\$0.50	\$0.50

Employee Deductions	May 30/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off		2% of Gross Earnings		

Foreman Differential: (15% of Base Rate)	\$6.14	\$6.39	\$6.68	\$6.70
Lead Hand Differential: (10% of Base Rate)	\$4.09	\$4.26	\$4.45	\$4.47

Apprentices:	May 30/22	May 1/23	May 1/24	Jan 1/25
1 st Period (0-2000) - 55% of journeyman rate	\$22.50	\$23.45	\$24.50	\$24.57
2 nd Period (2001-3000) - 60% of journeyman rate	\$24.54	\$25.58	\$26.72	\$26.80
3 rd Period (3001-4000) - 70% of journeyman rate	\$28.63	\$29.84	\$31.18	\$31.26
4 th Period (4001-5000) - 80% of journeyman rate	\$32.72	\$34.10	\$35.63	\$35.73
5 th Period (5001-6000) 90% of journeyman rate	\$36.81	\$38.36	\$40.08	\$40.20

Any "apprentice" who has completed 13000 work hours or more in the resilient floor trade shall automatically be classified as a "journeyman" for the purposes of this Collective Agreement.

First term apprentices will not have contributions made on their behalf in respect of pension during the first 2000 hours of work.

To receive the journeyman rate of pay the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the **Ministry of Labour, Training and Skills Development**. Notwithstanding the amount of hours worked an apprentice shall receive the journeyman's rate of pay on being issued a certificate of qualification as certified tradesman from the **appropriate name of the apprenticeship governing body** in the Trade of Floor Covering Installer, #448A.

The Union and the Employers shall strive to place one apprentice for every three journeymen referred per job site.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday Pay shall be paid weekly.

Foreman Ratio and Definition

(a) "Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedure, assign and instruct the working force and co-ordinate the work performed, however he may work with the tools of the trade. He shall, when given such authority by the employer, have authority to hire, promote, demote, suspend or discharge an employee.

For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over lead hands, carpenters and apprentices. An Employer shall have the right to name hire a foreman on condition that he remains a foreman until completion of the project.

(b) "Lead Hand: means a journeyman employee who is designated to by the Employer to be in charge of four (4) or less employees. He may perform work with the group he directs and shall work under direction of a Foreman on each project.

(c) When the number of employees on the job or project is one (1) to (6), one shall be appointed as a Foreman and for every additional four (4) employees employed on the project there shall be an additional Lead Hand.

(d) Notwithstanding (c), in case of no more than three (3) employees on the project, a Lead hand or Foreman shall be in charge. The Lead Hand or Foreman shall be part of this three (3) man-working unit.

Premium Pay

(a) Employees engaged in the following work shall receive a premium of Fifty-five cents (.55) per hour in addition to wage rates as may be otherwise provided in this Agreement; the erecting, building dismantling or working from staging, bosun chairs, scaffolds, towers, building, moveable project shelters and like structures over the height

of forty-five (45) feet. When an employee is entitled to height pay he shall be paid the premium rate for the full shift.

- (b) Work gloves shall be supplied to individuals handling irritating materials, scaffolding and forming materials.
- (c) Protective clothing (coveralls) shall be provided and maintained at the site when working in an industrial environment, or with materials that are of concern for health reasons.

Block Heaters

The employer agrees to provide facilities for employees to plug in block heaters when the temperature is -20 degrees Celsius on out of town projects where camp facilities are provided.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x first 2 hrs 2x after	2x	2x	2 nd & 3 rd 1 1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., Monday to Friday, inclusive.
- (b) When it is necessary that one-hour be allowed for lunch then the regular working day shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.
- (c) The regular working day may, by mutual consent of the parties, be varied to provide for eight consecutive hours of work at straight time, lunchtime excluded, between the hours of 7:00 a.m. and 5:00 p.m. Such mutual consent shall be confirmed in writing.
- (d) The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday, inclusive.
- (e) On projects where a majority of the employees cannot commute home daily the regular work week shall consist of forty (40) hours per week. The regular working hours may be varied by mutual consent of the employer and Local Union 1669. Such mutual consent shall be confirmed in writing from Local Union 1669 with the seal of the Local Union affixed hereto.
- (f) All time worked on Saturdays, Sundays and Holidays or before a normal shift, shall be paid for at the rate of double time (or twice) the shift rate applicable to the hours worked by said employees.

- (g) On extremely isolated areas, employees shall be paid time and one half of the regular rate provided approval of Local Union 1669 has been obtained in writing, prior to tendering on the project.
- (h) No employee shall be compelled to work overtime, only with the exception of pouring of concrete or when necessary for the protection of life and/or property. An employee may be excused for bona fide reasons.
- (i) The first two (2) hours after a regular eight (8) hours shall be at 1½ times the base rate. The 1½ time rate shall apply to the 5 x 8 hour, Monday to Friday work week only.

All remaining hours will be paid at double time inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift.

On a condensed work week (4 x 10's) all overtime shall be at double time.

- (j) Employees requested to work up to two (2) hours of overtime shall be provided with a lunch or \$6.00 in lieu thereof. Employees requested to work more than two (2) hours' overtime shall be provided with a hot meal by the employer at 6:30 p.m. in lieu of lunch, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute break.
- (k) In the event an employee is called out on a job on Saturday, Sunday, or Holidays, or after the regular daily hours, he shall receive a minimum of two (2) hours' pay at the appropriate overtime rates.
- (l) Five (5) minutes shall be allowed before the close of each shift or working day for the picking up and lockup of personal tools.

Overtime

The first two (2) hours after an eight (8) hour shift shall be at 1½ times the base rate. All remaining hours will be paid at double time (2x) inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift.

The 1½ rates shall apply to the 5 x 8 hour work week only. On a condensed work week (4-10's) double time rates shall apply.

The overtime rate of pay shall apply to all such hours worked by an employee until the employee has had eight (8) consecutive hours off.

Occupied Premises

When, due to the work site being occupied premises, the Employer must schedule the regular working day contrary to Article 7(a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day. This clause shall apply to all commercial/institutional work and to

industrial sites for work in non-production facilities. The Employer shall notify the Union prior to the commencement of such work.

Shift Work

- (a) When two shifts are worked, the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply, the second shift shall be from 4:30 p. m. to 12:30 a.m. including a half-hour ($\frac{1}{2}$) lunch period and the rate shall be time and one-seventh the regular rate.
- (b) When three shifts are worked the night shift shall be from 12:00 midnight to 8:00 a.m. and the rate shall be time and one-seventh, the day shift shall be from 8:00 a.m. to 4:00 p.m. and the regular rate shall apply, the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the rate shall be time and one-seventh, and a one-half hour ($\frac{1}{2}$) lunch period included. Shift work may be adjusted by mutual consent to meet specific conditions.
- (c) Shift work shall be organized so that the employee will not lose any time during his regular week.
- (d) Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.
- (e) No employee shall work parts of two (2) consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at twice the regular rate.
- (f) Overtime for shift workers shall be twice the shift rate applicable to the hours worked by the employee.

Commuting Allowance

- (a) Commuting allowance shall be paid at the rate of sixty cents (.60) per kilometre as of May 1, 2012. This allows for the employee to provide his own mode of transportation.
- (b) Where commuting is necessary between the project and the place from which board and lodging is being received by the employees, the Commuting Allowance shall be paid for every kilometre travelled beyond eight (8) kilometres of the project. Suitable transportation will be supplied when necessary.
- (c) Employees residing within a forty (40) km radius of the Thunder Bay Canada Post Processing Plant shall be deemed to be residents of the City of Thunder Bay, Ontario.
- (d) Commuting allowance for residents of the City of Thunder Bay will be measured from the Thunder Bay Canada Post Processing Plant. The Commuting Allowance shall apply to the actual road kilometres travelled

both ways starting from a point sixteen (16) road kilometres from the Lakehead Labour Centre and return to that point.

- (e) On work at a construction site all employees shall receive a commuting allowance on the basis of road kilometres travelled in excess of sixteen (16) kilometres between the project and his residence.
- (f) Commuting on Lake Projects - The employee shall report at an employer specified meeting place or point for the regular starting hour of work and be provided transportation by the employer to and from a Lake Project in a safe, reliable craft. All time travelled by the employee to and from a Lake Project shall be on the employer's time and paid at the regular rate of wages.

Travelling Allowance

- (a) On work at a construction site, all employees who reside outside of a 40 km radius of the jobsite shall receive a travel allowance of sixty cents (.60) per kilometre as of May 1, 2012 on the basis of road kilometres travelled between the project and his residence. This shall be paid at commencement and termination of the job. The employee will receive this travel allowance within forty-eight (48) hours after reporting on the jobsite. Travel allowance will be paid only to those employees whose vehicles are being used for transportation.
- (b) Travel Time Allowance - Time spent travelling to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day, in any one day. Travel time by automobile will be computed at an average of 80 kilometres per hour and shall be paid once only on commencement and termination of the job.

The travelling allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer. Where the employer provided transportation it shall be first class transportation.

Wrap Around

Each employee on a project shall receive a cheque for his travel allowance, (kilometres only) to and from the jobsite every forty (40) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

Lodging

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven day basis, for each

day the employee is available for work provided he remains at the accommodation supplied.

Board

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable board without cost to the employee. In areas where commercial establishments are available the employer shall pay employees an allowance of \$58.00 per day as of May 12, 2019 per day in lieu of board for each day the employee is available for work at the construction site. However, the employer may provide board if acceptable to the employee.

Should adverse weather conditions or overtime being worked prevent the employee from leaving the area of his employment for the 6th and 7th day, he shall then be paid board allowance for the seven (7) days.

An employee in receipt of Board Allowance beyond a 161 km direct traffic route from his residence shall be paid Board Allowance on a 7 day basis, provided he remains at the accommodation supplied.

Transfer

- (a) Contractors whose head office is located in the geographic area of Local Union 1669, shall be allowed to transfer to any job or project outside the city or town in which its head office is located, a maximum of one (1) regular employee for each employee hired from the area adjacent to the job or project, provided such employee is available.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

Metatarsals

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the union and the Construction Association of Thunder Bay will meet and mutually determine whether this agreement will be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Construction Association of Thunder Bay.

L.U. 1946

**Resilient Floor Workers
Article 6 - SCHEDULE D**

London

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$37.45	\$3.74	\$2.85	\$7.23	\$2.70	\$53.97	\$0.50
May 1/23	\$38.93	\$3.89	\$2.96	\$7.23	\$2.71	\$55.73	\$0.50
May 1/24	\$40.39	\$4.04	\$3.07	\$7.23	\$2.73	\$57.46	\$0.50

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50
Local 1946 Training Fund	\$0.67	\$0.68	\$0.70
Local 1946 Building & Upgrading Fund	\$1.65	\$1.65	\$1.65
CDC North American Training Fund (ITC)	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.30	\$0.30	\$0.30
DeNovo Contribution	\$0.02	\$0.02	\$0.02

Employee Deductions	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
CDC - ICI Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local Administration Fund	\$0.87	\$0.88	\$0.90
DeNovo Contribution	\$0.02	\$0.02	\$0.02
Local 1946 Dues Bank	\$0.21	\$0.21	\$0.21

**** Separate deduction line on pay stub**

Foreman Differential: 15% of Hourly Rate
Lead Hand Differential: 6% of Hourly Rate

Lead Hand Definition:

A lead hand is a worker designated by the employer, at the sole discretion of the Employer, to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. (example: supervisor only, no lead hand; supervisor and foreman, lead hand is allowed).

Note the rate of % for the apprentices and hours per level change

Apprentices:	May 30/22	May 1/23	May 1/24
1 st period (0-2000 hrs) - 55% of journeyperson rate	\$20.60	\$21.41	\$22.22
2 nd period (2001-3000 hrs) - 60% of journeyperson rate	\$22.47	\$23.36	\$24.23
3 rd period (3001-4000 hrs) - 70% of journeyperson rate	\$26.21	\$27.25	\$28.27
4 th period (4001-5000 hrs) - 80% of journeyperson rate	\$29.96	\$31.14	\$32.31
5 th period (5001-6000 hrs) - 90% of journeyperson rate	\$33.70	\$35.03	\$36.35

Apprentices: No pension contribution is to be made for the first 2000 hours for a first year apprentice.

Note: Wage rates for Hardwood Floorlayers, Sanders and Finishers are those set out in the Schedule for Carpenters in the master portion of the Agreement for London.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x to 8 p.m. 2x after	1½ x to 4:30 pm 2x after	2x	1-1/8x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

(a) The regular working day shall be between 8:00 a.m. and 4:30 p.m., Monday to Friday including a thirty (30) minute break for lunch, and any work done outside of these hours shall be on a basis of time and one-half between 4:30 p.m. to 8:00 p.m. and double time thereafter. When mutually agreed upon by both parties, the eight (8) hours of work specified may be varied between 7:00 a.m. and 4:30 p.m.

(b) Eight (8) hours shall constitute a working day, and forty (40) hours a working week. All time worked in excess of this shall constitute overtime and shall be paid as provided in (a). Nothing herein may be construed to mean a guaranteed number of hours per week or per day.

(c) Any work performed in excess of the regular working periods described in (a) and (b) shall be deemed as overtime work, and be paid as follows:

Saturdays: Time and one-half 8:00 a.m. to 4:30 p.m.
(thereafter double time)

Sundays: Double Time

Overtime rates herein described shall be paid for working periods on jobsite only.

(d) **Irregular Hours**

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, and/or because the work required to be done is in occupied premises.

Any work performed under these conditions, outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid at straight time, save and except when overtime rates apply.

Travel Expense

(a) All employees when employed within a forty-eight (48) km radius from London City Hall, shall be governed by the working hours specified for

the project, and shall provide for themselves at no cost to the employer, all necessary transportation. This is Travel Zone #1.

- (b) **Zone #2**
Zone #2 shall be that area between the forty-eight (48) and sixty-four (64) kilometre radius from London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of eighteen dollars and seventy cents (\$18.70) per day.
 - (c) **Zone #3**
Zone #3 shall be that area between the sixty-four (64) and eighty (80) kilometre radius of London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of twenty-eight dollars and five cents (\$28.05) per day.
 - (d) **Zone #4**
Zone #4 shall be that area between the eighty (80) and ninety-seven (97) kilometre radius of London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of thirty-five dollars and six cents (\$35.06) per day.
 - (e) All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid Travel Expense at the rate of forty-two cents (.42) per kilometre travelled between work sites.
 - (f) Any employee who is sent to work on a project outside the forty-eight (48) kilometre zone for a period of three (3) days or less shall be paid Travel Expense from London City Hall. If an employee chooses to stay in the area of the project he shall be paid one (1) round trip at the kilometre rate and reasonable expenses for Room and Board.
 - (g) In all cases where kilometrage is paid the most direct and practical route shall be used in calculating expenses measured from the London City Hall.
- Board Allowance**
- (h) Board Allowance at the rate of seventy-five dollars and ninety-six cents (\$75.96) per day worked shall be paid to employees when boarding away from home on jobs ninety-seven (97) km or more from London City Hall. When employees report for work on out-of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.
 - (i) If a holiday falls during a normal work week, Board Allowance shall be paid for that day providing the employee is available for the work shift prior to the holiday and the work shift following the holiday.
 - (j) Employees required to work outside the jurisdiction of Local 1946 London, shall be paid kilometrage calculated at forty-two cents (.42) per kilometre from London City Hall and the same kilometrage when returning at the end of the project.

- (k) In the event the project as spelled out in (j) is one hundred and sixty-four (164) kilometres or more from London City Hall, employees shall receive a return trip, calculated at the kilometre rate in (j) every thirty (30) days during the life of the project.
- (l) Employees working outside the jurisdiction of Local 1946 London, shall receive the Board allowance as defined in (h) or the rate in the Agreement applicable to the area where the project is located whichever is highest.

Hiring:

When hiring, a request by the Employer for a named individual who is a member in good standing of the Local Union for at least 30 days shall not be unreasonably denied by the union, provided at no time the number of named individuals in the employ of the Employer exceed the number of those individuals referred by the Union not requested by the Employer.

Health & Welfare

Health & Welfare contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds as directed by the Trustees for such Funds.

L.U. 2222

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Goderich

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 30/22	\$40.81	\$4.08	\$2.85	\$7.23	\$1.71	\$56.68	\$0.50
May 1/23	\$42.65	\$4.26	\$2.96	\$7.23	\$1.76	\$58.86	\$0.50
May 1/24	\$43.99	\$4.40	\$3.07	\$7.23	\$1.81	\$60.50	\$0.50

Employer Contributions	May 30/22	May 1/23	May 1/24
Association Administration Fund	\$0.50	\$0.50	\$0.50
Jrn Apprenticeship Training Fund	\$0.60	\$0.65	\$0.70
CDC North American Training	\$0.06	\$0.06	\$0.06
Carpenters Building & Promo Fund	\$1.05	\$1.05	\$1.05

Employee Deductions	May 30/22	May 1/23	May 1/24
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat	\$0.01	\$0.01	\$0.01
ICI Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local 2222 Goderich Dues	\$0.25	\$0.25	\$0.25

Apprentices:	May 30/22	May 1/23	May 1/24
1 st period (0-1000) 40% of journeyperson rate	\$16.32	\$17.06	\$17.60
2 nd period (1000-2000) 50% of journeyperson rate	\$20.40	\$21.32	\$22.00
3 rd period (2000-3000) 60% of journeyperson rate	\$24.49	\$25.59	\$26.39
4 th period (3000-4000) 70% of journeyperson rate	\$28.57	\$29.85	\$30.79
5 th period (4000-5000) 80% of journeyperson rate	\$32.65	\$34.12	\$35.19
6 th period (5000-6000) 90% of journeyperson rate	\$36.73	\$38.38	\$39.59

*** No pension contribution is to be made for the first 2000 hours for a first year apprentice.

Note: Wage rates for Hardwood Floorlayers, Sanders and Finishers are those set out in the schedule for Carpenters in the master portion of the Agreement for Goderich (Page 135).

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x to 8 p.m. 2x after	1½x to 4:30 pm 2x after	2x	1-1/8x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be between 8:00 a.m. and 4:30 p.m., Monday to Friday including a thirty (30) minute break for lunch and any work done outside of these hours shall be on a basis of time and one-half between 4:30 p.m. to 8:00 p.m. and double time thereafter.
- (b) Eight (8) hours shall constitute a working day, and forty (40) hours a working week. All time worked in excess of this shall constitute overtime and shall be paid as provided in (a). Nothing herein may be construed to mean a guaranteed number of hours per week or per day.
- (c) Any work performed in excess of the regular working periods described in (a) and (b) shall be deemed as overtime work, and be paid as follows:
 - Saturdays: Time and one-half 8:00 a.m. to 4:30 p.m.
(thereafter double time)
 - Sundays: Double TimeOvertime rates herein described shall be paid for working periods on jobsite only.

Irregular Working Hours

- (d) 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 and/or because the work required to be done is in occupied premises. When these conditions apply eight (8) continuous working hours per day, shall be worked.
- (e) Any work performed under these conditions, outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at one and one-eighth (1 1/8) times the regular rate of pay, save and except when overtime rates apply.

Travel Expense

- (a) **Zone #1**

Any work project that is commenced in the counties of Huron, Perth, Bruce and Grey shall have a forty (40) km free zone drawn from the Town Hall of Goderich, Stratford and Owen Sound, unless otherwise stipulated in this schedule Employees who live in the free zone around Goderich, Stratford and Owen Sound and are required to work on projects within that free zone shall not receive travel reimbursement. All other employees that are required to work on the projects within the free zones of Goderich, Stratford and Owen Sound will receive travel reimbursement in accordance with Zone #2 travel expense.
- (b) **Zone #2**

Zone #2 shall be that area between the forty (40) km and sixty (60) km radius of the City Halls in the cities and towns in (a) above. All employees performing any work in this Zone shall receive Travel

Expense at the rate of thirty-five dollars and ninety-five cents (\$35.95) per day.

(c) **Zone #3**

Zone #3 shall be that area between the sixty (60) km and eighty (80) km radius of the City Halls in the cities and towns in (a) above. All employees performing any work in this Zone shall receive Travel Expense at the rate of forty-three dollars and twenty cents (\$43.20) per day.

(d) **Zone #4**

Zone #4 shall be that area between the eighty (80) km and one hundred (100) km radius of the City Halls in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of fifty-four dollars (\$54.00) per day.

(e) **Zone #5**

Zone #5 shall be that area between the one hundred (100) km and one hundred and twenty (120) km radius of the City Halls in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of sixty-four dollars and eighty cents (\$64.80) per day.

(f) All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid Travel Expense at the rate of forty-eight cents (.48) per kilometre travelled between work sites.

(g) In all cases where kilometrage is paid the most direct route measured from City Hall of Goderich, Owen Sound and Stratford as determined by Google earth straight line utilized by both parties shall be used in calculating expenses. The Union and the Employer jointly shall determine at the beginning of the project where the actual work is being performed on the site for the purposes of determining kilometrage. It is understood however, that employees who live in the free zone around Goderich, Stratford and Owen Sound are required to work on projects within that former free zone and shall not receive travel reimbursement.

Summer Students

The Union agrees that the employer may engage summer students during the school vacation period between May 1st and September 30th of each year. The student shall be paid 50% of the journeyman's rate with no pension or health and welfare contributions and deductions. The student must obtain a permit from the local union before performing any bargaining unit work. The issuance of a permit will be at the sole discretion of the union.

Board Allowance

(h) Board Allowance at the rate of one hundred and thirty dollars and twenty-one cents (\$130.21) per day effective May 1, 2015 shall be paid to employees when boarding away from home on jobs one hundred and

twenty (120) km or more from the city halls in the cities and towns in (a) above. When employees report for work on out-of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.

- (i) If a holiday falls during a normal work week, Board Allowance shall be paid for that day providing the employee is available for the work shift prior to the holiday and the work shift following the holiday.
- (j) Employees required to work outside the jurisdiction of Local 2222 Goderich, shall be paid kilometrage calculated at forty-eight cents (.48) per kilometre from the employee's home local City Hall in the cities and towns in (a) above and the same kilometrage when returning at the end of the project.
- (k) In the event the project as spelled out in (j) is one hundred and sixty (160) km. or more from the employee's home local City Hall in the cities and towns in (a) above, employees shall receive a return trip (calculated at the kilometrage rate in (j) above) every thirty (30) days during the life of the project.
- (l) Employees working outside the jurisdiction of Goderich 2222, shall receive the Board Allowance as defined in (h) or the rate in the Agreement applicable to the area where the project is located whichever is highest.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Sudbury

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.99	\$4.10	\$2.85	\$7.23	\$1.72	\$56.89	\$0.50
May 1/23	\$42.85	\$4.29	\$2.96	\$7.23	\$1.76	\$59.10	\$0.50
May 1/24	\$44.76	\$4.48	\$3.07	\$7.23	\$1.76	\$61.31	\$0.50
Jan 1/25	\$44.89	\$4.49	\$3.07	\$7.23	\$1.76	\$61.45	\$0.50

Employer Contributions	May 29/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50	\$0.50
Training & Upgrading Fund	\$1.15	\$1.20	\$1.20	\$1.20
CDC North American Training	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.50	\$0.50	\$0.50	\$0.50
Employee Deductions	May 29/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Dues Check-off	\$1.25	\$1.25	\$1.25	\$1.25
Foreman Differential: 15%	\$6.15	\$6.43	\$6.71	\$6.73
Sub-Foreman Differential: 10%	\$4.10	\$4.29	\$4.48	\$4.49
Apprentices:	May 29/22	May 1/23	May 1/24	Jan 1/25
1 st 1000 hr period 55% of journeyman rate	\$22.54	\$23.57	\$24.62	\$24.69
2 nd 1000 hr period 60% of journeyman rate	\$24.59	\$25.71	\$26.86	\$26.93
3 rd 1000 hr period 70% of journeyman rate	\$28.69	\$30.00	\$31.33	\$31.42
4 th 1000 hr period 80% of journeyman rate	\$32.79	\$34.28	\$35.81	\$35.91
5 th 1000 hr period 90% of journeyman rate	\$36.89	\$38.57	\$40.28	\$40.40

No pension contributions will be made to apprentices for the first 2000 hours

To receive the Journeyman rate of pay, the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the Ministry of Labour, Training and Skills Development. Notwithstanding the amount of hours worked, an apprentice shall receive the Journeyman's rate of pay on being issued a certificate of qualification as a

certified tradesman from the Apprenticeship and Client Services Branch of the Ministry of Labour, Training and Skills Development.

No Apprentice shall act in a supervisory capacity

Foreman Ratio and Definition

- (a) The term "Foreman" as used herein, is an employee who supervises a sub-foreman, a journeyman carpenter and apprentice, or any composite work force thereof. For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over more than seven (7) men. An employer shall have the right to name hire a foreman on condition that he remains a foreman until completion of the project.
- (b) The term "Sub-foreman" as used herein, is an employee who supervises a journeyman carpenter, an apprentice, or any composite work force thereof; however, the sub-foreman may work with the tools of the trade. For the purpose of this Agreement, sub-foreman is hereby defined as a carpenter having supervisory capacity over two (2) men and not over seven (7) men, who in addition to such supervisory capacity is also required to perform his regular duties as a carpenter with the use of tools and/or equipment.

Vacation Pay and Statutory Holiday Pay

Vacation Pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Parking

When parking facilities are provided by the employer or client, employees will be allowed any excess over five (5) minutes for walking time.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x 8 hrs pay for 7¼ hrs work	2 x 10 min.	2 hrs.	1 hr.

Hours of Work - Day Shift

- (a) A regular working week consisting of not more than forty (40) hours of work, to be performed during the regular shift period, and a regular shift period consisting of not more than eight (8) hours of work to be performed on Monday to Friday inclusive of each week, (exclusive of vacation period and holidays), between the hours of 8:00 a.m. and 4:30 p.m. with one-half (½) hour for lunch.

Afternoon Shift

- (b) A regular working week, consisting of not more than thirty-five (35) hours of work each week (exclusive of vacation period and holidays), between the hours of 4:30 p.m. and 12:00 a.m. to be performed during the regular shift period, and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of 12:00 midnight, and with one-half (½) hour for lunch.

Night Shift

- (c) A regular working week consisting of not more than thirty-five (35) hours of work to be performed during the regular shift period, and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of each week, (exclusive of vacation period and holidays), between the hours of 12:01 a.m. and 7:31 a.m. with one-half (½) hour for lunch.
- (d) For the explicit purpose of a three (3) shift continuous operation, the hours of work for each shift shall be as follows:
 - Day Shift: between the hours of 8:00 a.m. to 4:30 p.m.
 - Afternoon Shift: between the hours of 4:30 p.m. to 12:15 a.m.
 - Night Shift: between the hours of 12:15 a.m. to 8:00 a.m.

Employees employed on the afternoon and night shift shall be paid at a minimum of eight (8) hours' pay for seven hours and 15 minutes work. All other conditions applicable in this Schedule shall apply.

- (e) Employees going to and returning from lunch to work to be performed on any of the aforementioned shifts, will do so on the employer's time, and on the job site.
- (f) The record of hours worked by any employee will be the responsibility of the foreman or other supervision.
- (g) Should any employer require employees to punch a time clock, deposit brass at a brass station, or use any other checkout system at termination of a shift, they shall do so on the employer's time.
- (h) Employees employed on the afternoon or night shifts shall be paid as a minimum at the rate of eight (8) hours' pay for seven (7) hours' work, or part shift at proportionate rates, and where applicable the provisions of overtime in this Schedule shall also govern the rate of pay.
- (i) Special circumstances on certain jobs or projects may make it necessary to vary the normal starting and quitting times of a shift. Starting and quitting times may, therefore be varied by mutual consent, in writing, by the employer and the business manager of Local 2486.
- (j) Employees shall be allowed a minimum of five (5) minutes prior to quitting time to pick up and store their tools.
- (k) An employee who is called to work, either after leaving the job site or before the start of his next regular shift, shall be paid a minimum of two (2) hours' pay at twice the basic hourly Day Shift Rate.

- (l) On projects where a majority of the employees cannot commute home daily the regular work week shall consist of forty (40) hours per week. The regular working hours may be varied by mutual consent of the employer and Local 2486. Such mutual consent shall be confirmed in writing from Local 2486 with the seal of the Local Union affixed thereto.

Overtime Rates of Pay

If an employee does not work his or her regular work week as set out in the Provincial Collective Agreement he or she shall not be entitled to work any overtime unless previously agreed to with the Employer.

An employee will not be denied overtime where he is unable to work his or her regular work week for reasons which are beyond the employee's control. All overtime will be paid in accordance with Provincial Collective Agreement.

- (m) First two (2) hours worked after the end of an employee's regular working day or shift as provided for in (a) (b) (c) (d) on Monday to Friday inclusive will be paid at the rate of one and one-half (1½) times the rate established herein. All other overtime shall be paid at twice the established rate. All hours worked after a regular day or shift shall be considered overtime, until the employee is given a rest period of more than eight (8) consecutive hours.
- (n) All time worked by an employee between the hours of 12:01 a.m. Saturday to 12:01 a.m. Monday, shall be paid at the rate of double time (or twice the minimum basic shift rate applicable to the said employee).
- (o) If the afternoon or night shifts as set out in this Schedule are not worked by the employees for three (3) consecutive working days or more, then such work shall be considered overtime, and shall be paid for at the rate of double time (or twice the minimum basic shift rate applicable to said employee).
- (p) All overtime being worked under the terms of this Agreement shall be done on a voluntary basis only.
- (q) The Union Steward or Stewards of any job or project shall have the privilege of working on all overtime the employer performs on the job in which he was appointed Steward if he so desires, and if he is capable of doing the work.
- (r) An employee required to work overtime in excess of two (2) hours after his regular shift shall receive a 1/2 hour lunch period and receive a free lunch and hot beverage, and every four (4) hours thereafter; this lunch to be eaten on company time. Should the employer, for any reason, fail to supply, said lunch and a hot beverage provided for, the member shall receive in lieu thereof a minimum of \$32.00 as meal allowance.

Occupied Premises

This clause shall apply to all commercial and institutional work and all industrial sites for work on non-production facilities.

Where work is performed in occupied premises where it is impractical to work during regular hours of work the following conditions will apply:

- (i) Up to eight (8) hours per day at straight time over five (5) consecutive days not to exceed forty (40) hours at straight time in those five (5) days.
- (ii) In conformity with Article 7, Subsection 2, Schedule D, overtime rates of pay for the first two (2) hours following a regular working day shall be at one and one-half (1½) times the regular basic rate. All other overtime shall be at double this regular basic rate including the 6th and 7th day.
- (iii) Statutory Holidays will be paid at double time.

The classification of a project as occupied premises shall be determined and mutually agreed to in writing between Local Union 2486 and the Sudbury Construction Association.

Heavy Industrial Projects

The parties agree to participate in pretendering meetings to consider special problems created by scheduling work between building trades with different hours of work. Amendments to the regular hours of work shall be made in accordance with Article 28.

Article 11 - SCHEDULE "D" ROOM AND BOARD, DAILY COMMUTING, TRAVEL TIME AND TRAVELLING ALLOWANCE

- (a) It is the purpose of this Article to provide for compensation in the form of payment for daily commuting and room and board which includes the payment of travel time and travelling allowance to those members of Local 2486 who qualify in accordance with this Article.
- (b) It is recognized and agreed that the geographic area of Local 2486 as described in Schedule "B" covers in whole or in part, the following seven (7) districts:
 - (i) District of Manitoulin
 - (ii) District of Temiskaming
 - (iii) District of Sudbury
 - (iv) District of Algoma
 - (v) District of Nipissing
 - (vi) District of Parry Sound
 - (vii) District of Cochrane

- (c) A list of unemployed members of Local 2486 shall be maintained for each district based on the members' eligibility for work in the district in conformity with the Hiring Hall Procedures of Local 2486.
- (d) Preference of employment shall be given to members registered in the district where the project is being performed. When the supply of carpenters from the district list becomes exhausted the Union will accept qualified applicants for membership from that area before referring to the employer carpenters whose employment will entail the payment of room and board and travelling costs. The Union will advise all employers working in a district when the list is exhausted.
- (e) Said applicants will be required to produce proof of six (6) months' residence in that district prior to the start of that project. They shall make application for membership in the United Brotherhood of Carpenters and Joiners of America, Local 2486 and finalize all arrangements for the payment of related monies requested by the Union before being referred to work on that project.
- (f) When carpenters from a district list are referred to a project within that district, the following shall apply.
 - (i) Zones extending to a radius of thirty (30) km have been established at the following locations:
 - City of Sudbury Federal Building, Post Office, Elm and Lisgar Street;
 - Elliot Lake Federal Building;
 - Gore Bay Federal Building, Manitoulin;
 - City of North Bay Federal Building, Worthington and Ferguson;
 - Parry Sound Federal Building;
 - Haileybury and Kirkland Lake Federal Building;
 - City of Timmins Federal Building.

No daily commuting allowance will be paid on a job or project within these zones.

(ii) **Daily Commuting**

If the project is located beyond the thirty (30) km radius and within an eighty (80) km radius of any of the aforementioned zones, all members within the bargaining unit on the project shall be paid **sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024** per travelling road kilometre from the perimeter of a thirty (30) km radius of the zone centre to the job and return.

(iii) **Room and Board**

If the project is located more than eighty (80) km, but less than one hundred and sixty (160) km from a zone centre, the member referred from the district list shall have a room supplied which is mutually agreed upon by the employer and the union without cost to the employee. Also members shall be paid a board allowance of **fifty-eight dollars \$58.00**

May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 five (5) days per week. If work is performed on a Saturday and/or Sunday, they shall be paid for these days on the basis of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day as well as the room being provided by the employer. If the project is located more than one hundred and sixty (160) km from a zone centre, a member referred from a district list will be paid a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 as well as the applicable room being provided as above mentioned.

(iv) If the project is one for which room and board provisions are applicable, each member shall be paid travel time and travelling allowance on the commencement and termination of each period of continuous employment. Travel time shall be based on seventy-five (75) km equals one (1) hour travel time at the regular rate of pay. Travel allowance shall be calculated at sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024 per travelled road kilometre from the zone centre to the project and return.

(g) When a member is referred to a project after the district list for the district in which the project is located is exhausted, the following shall apply:

(i) **Room and Board**

If the project is located more than eighty (80) km but less than one hundred and sixty (160) km from the City of Sudbury Federal Building, members referred from a list other than the district list will have a room supplied which is mutually agreed upon by the employer and the union. Also the members shall be paid a board allowance of a member referred from a district list will be paid a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day, five (5) days per week. If work is performed on Saturday and/or Sunday they shall be paid for these days on the basis of a member referred from a district list will be paid a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day as well as the room rate being provided by the employer.

If the project is located more than one hundred and sixty (160) kilometres from the City of Sudbury Federal Building, a member referred to the project from a list other than the district list shall receive a board allowance of a member referred from a district list will be paid a board allowance of fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 per day seven (7) days per week, as well as the applicable room being provided as mentioned above.

Where employers are required to provide the employees a room, the employee agrees that they shall be responsible for any damage, and for any costs associated with such damage, to that room unless the employee is able to provide a reasonable explanation, acceptable to the employer and the Union.

(ii) **Travel**

If the project is one to which room and board provisions are applicable members referred from a list other than the district list shall be paid a travel allowance and travelling time on the commencement and termination of each period of continuous employment. Travel allowance shall be calculated at sixty-three cents 0.63 effective May 1, 2022, sixty-six 0.66 May 1, 2023, sixty-nine 0.69 May 1, 2024 per travelled road km from the City of Sudbury Federal Building to the project and return. Travel time shall be based on seventy-five (75) kilometres equal to one (1) hour travel time at the regular rate of pay.

A period of continuous employment shall not be deemed to be broken because an employee does not work on a Saturday or Sunday or Statutory Holidays or any other day or days substituted therefore.

- (h) There shall be no pro-rating of room and board allowance or daily commuting and travel time allowances. It is further agreed that a member shall not be required to pay more for accommodations which are being supplied by employer or owner than the amounts stipulated in this Agreement.
- (i) When an employee who is currently employed by an employer and may be transferred to report to work at another project outside the geographic zone center originally referred to, the employee shall receive a travel allowance and room and board in accordance with this article.
- (j) When a project is deemed a remote work site and workers are required to stay at the work site for the entire week, or where an owner requires change in work hours, workers will be required to work 10 hours per day Monday to Friday four (4) days per week at straight time. All other hours shall be paid as per the provincial collective agreement. Room and board will be paid only on days worked. The classification of a remote project shall be mutually agreed between the union and the association.

Metatarsals:

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the Union and the Sudbury Construction Association will meet and mutually determine whether this agreement shall be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Fund.

L.U. 2486

Resilient Floor Workers
Article 6 - SCHEDULE D

(Zone 2) Sault Ste. Marie

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total	Assoc. Admin Fund
May 29/22	\$40.26	\$4.03	\$2.85	\$7.23	\$1.71	\$56.09	\$0.50
May 1/23	\$42.10	\$4.21	\$2.96	\$7.23	\$1.76	\$58.27	\$0.50
May 1/24	\$43.98	\$4.40	\$3.07	\$7.23	\$1.76	\$60.45	\$0.50
Jan 1/25	\$44.12	\$4.41	\$3.07	\$7.23	\$1.76	\$60.59	\$0.50

Employer Contributions

	May 29/22	May 1/23	May 1/24	Jan 1/25
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.50	\$0.50	\$0.50	\$0.50
Training, Upgrading & Promotion	\$1.15	\$1.20	\$1.20	\$1.20
CDC North American Training	\$0.06	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.50	\$0.50	\$0.50	\$0.50

Employee Deductions

	May 29/22	May 1/23	May 1/24	Jan 1/25
Union Administration Fund	\$0.50	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01	\$0.01
Supplementary Dues Check-off	\$1.25	\$1.25	\$1.25	\$1.25

Foreman Differential:

15 %

Leader Differential:

10 %

Shift Differential

@ 1/7 x Hourly Rate

Foreman Ratio and Definition

Foreman means a journeyman in the carpentry trade who is a member of Local 2486. This employee will be designated by the employer to plan work and direct the working forces as to working procedures and co-ordinate the work to be performed. The employer shall designate a foreman when **seven (7)** or more journeymen or a combination of journeymen and apprentices are employed. **The employer shall have the right to name hire one foreman or one leader on the condition that he/she remains a foreman or leader until the completion of the project.**

Leader

Is hereby defined as a carpenter having some supervisory capacity over one (1) to **six (6)** workers (inclusive of the leader) who in addition to such supervisory capacity is also required to perform his regular duties as a carpenter with tools of the trade. **The employer shall have the right to name hire one leader or one foreman on the condition that he/she remains a foreman or leader until the completion of the project.**

Apprentices

- (a) The employer may employ apprentices on the following basis, one (1) apprentice for the first journeyman employed by the employer plus an additional apprentice for each four (4) journeymen employed by that employer in the trade and with whom the apprentice is working.
Notwithstanding the provisions of Article 17 of the Master Agreement, when an employer requests Carpenters from the Union pursuant to Article-5 Union Security, the union shall be entitled to refer apprentices to the employer sufficient to maintain a minimum ratio of one (1) apprentice to four (4) journeyman carpenters.
- (b) Apprentices shall be subject to the rule established by the local J.A.C. as per Article 17.
- (c) Apprentices shall be paid at the rate of 55 percent of the journeyman's rate. Such percentage shall be increased by increments of 10 percent for each of four periods of one thousand, seven hundred and fifty (1,750) hours to maximum of 85 percent.
- (d) **Employers shall not be required to submit pension contributions for apprentices until they have completed their first 2000 hours of pre-apprentice work.**
- (e) **No Apprentice shall act in a supervisory capacity.**

Apprentices:	May 1/22	May 1/23	May 1/24	Jan 1/25
1 st 0-2000 hrs - 55% of journeyman rate	\$22.15	\$23.17	\$24.22	\$24.27
2 nd 2001-3000 hrs - 60% of journeyman rate	\$24.16	\$25.28	\$26.42	\$26.47
3 rd 3001-4000 hrs - 70% of journeyman rate	\$28.19	\$29.49	\$30.82	\$30.88
4 th 4001-5000 hrs - 80% of journeyman rate	\$32.22	\$33.70	\$35.22	\$35.30
5 th 5001-6000 hrs - 90% of journeyman rate	\$36.24	\$37.91	\$39.63	\$39.71

Vacation Pay and Statutory Holiday Pay shall be paid weekly along with regular wages.

Premium Pay

- (a) **Employees working forty (40) feet or more above ground level and /or engaged in all work related to the erection and dismantling of specialty systems scaffold and tube and clamp shall be paid thirty cents (.30) more than their regular rate.**
- (b) Employees working on hazardous crib work and bridge work extending out into the water or over, shall be paid **thirty-five cents (.35)** more than their regular rate.

- (c) Employees engaged in all work pertaining to Piling, Shoring, Bracing, Loading and Handling of pile, including all burning and welding, shall be paid **forty cents (.40)** per hour over their regular rate.

Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be between 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday inclusive, making a total of forty (40) hours per week. It is recognized that under unusual conditions the eight (8) hour shift may have to take place between the hours of 7:00 a.m. and 5:00 p.m. in which case notice will be given to the employees and the Union office before the end of the previous shift. Any work done outside of these hours shall be overtime. Such overtime shall be double the regular rate.
- (b) (i) When an employee works beyond his scheduled shift, he shall have a ten (10) minute refreshment break at the beginning of such overtime.
- (ii) When an employee is required to work more than ten (10) hours without having been notified the previous shift, a hot lunch or meal shall be provided for him by the employer along with sufficient time to eat it; or he shall be paid one-half (1/2) hour at the straight time rate in lieu of such meal.
- (c) Double time shall be paid for all work performed on Saturday and Sunday. Overtime rates shall apply to all hours worked between 12:01 a.m. Saturday and 12:01 a.m. Monday.
- (d) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up.

Overtime and Shift Work

- (e) When employees work a shift other than the day shift, those working on the second and third shift shall be paid a shift premium of one-seventh (1/7) of the regular hourly rate in excess of the regular or overtime rate. For purposes of this Article, a shift may be of eight (8) working hours' duration, making a total of forty (40) hours per week.
- (f) The starting time of any shift may be altered provided notice will be given to the employees and the union office before the end of the previous shift.

- (g) Once in any calendar **week**, in order to accommodate shift changes, an employee may be scheduled to work two (2) shifts in a twenty-four (24) hour period provided there is an eight (8) hour break between shifts.
- (h) All overtime will be paid at double the regular rates.

Occupied Premises

When due to the work site being occupied premises, the Employer must schedule the regular working day contrary to Article 7 (a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day. This clause shall apply to all commercial institutional work and to industrial sites for work in non-production facilities. The Employer shall notify the Union prior to the commencement of such work.

Security Clearances

Where an owner client stipulates that employees require a security clearance prior to entering a worksite, the Union shall dispatch only members who are eligible for, or have obtained such clearances. The employer agrees to reimburse or pay fees related to obtaining such clearances for workers who are approved, and or obtain an official receipt from the Union Hall.

ARTICLE 11 - TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

- (a) When an employee is required to travel to work beyond the area of the amalgamated City of Sault Ste. Marie, within a forty-eight (48) km limit, he shall receive a travelling allowance at the rate **sixty cents 0.60 effective May 1, 2022, sixty-three 0.63 May 1, 2023, sixty-six 0.66 May 1, 2024**, each way in lieu of travelling time. In the event that the employer does not arrange suitable transportation and the employee is requested to take his own vehicle, the employee providing the vehicle will receive an additional **sixty cents 0.60 effective May 1, 2022, sixty-three 0.63 May 1, 2023, sixty-six 0.66 May 1, 2024**. The number of kilometres in question will be based on the distance from the boundary of the amalgamated City of Sault Ste. Marie, to the jobsite. The employee should be at the jobsite at starting time and work his scheduled shift.
- (b) For projects located over forty-eight (48) km. beyond the limits of the City of Sault Ste. Marie, the Contractor shall have the sole option of either paying the travel allowance(s) as set out in (a) or room and board as set out in (c). If the Contractor chooses to pay room and board **he and or she** shall also pay the travel allowance(s) as set out in (a) to enable the employee to reach the jobsite and shall also pay his way home at the aforesaid rate(s) when the job has been completed. If the employee quits without good reason the return travel allowance(s) will

not be paid. For projects extending over two (2) months the Contractor shall pay for a trip home at the aforesaid rate(s) and again every two (2) months thereafter.

- (c) Accommodations on out of town projects will be supplied by the Contractor at the Contractors expense. Accommodations must be acceptable to the Union. Accommodations must be made available to the employee if they remain at the out of town location for statutory holidays or if they are sent off the jobsite due to conditions.

The Contractor further agrees to pay fifty-eight dollars \$58.00 May 1, 2022, sixty dollars \$60.00 May 1, 2023, sixty-two \$62.00 May 1, 2024 as an allowance for board. Where suitable accommodations and board are provided by the owner client and are acceptable to the Union, employees shall be required to make use of them and shall not have the option of choosing accommodation and/or board allowance as above. Such board shall meet the requirements of the Canada Food Guide.

- (d) On projects located beyond 160 road kilometres from the amalgamated City of Sault Ste. Marie paragraph 11(c) shall apply on a 7 day basis if the employee remains at the accommodation for 7 days or if the accommodations must be paid for on a 7 day basis in order to have them available.

All transportation allowance(s), travel time and meal/board shall be paid on the regular pay day and by separate cheque, showing appropriate itemization, at the end of the first week and each week thereafter. It is mutually agreed that when an employee lives within a radius of sixteen (16) km. from the jobsite, he will be exempted from the provisions of (a), (b) and (c).

Association Administration Fund

Each employer bound by the terms of this Agreement and employing members of Local Union 2486 (Zone 2 – Sault Ste. Marie), shall contribute thirty cents (.30) per hour for each hour earned under this Agreement.

Such contribution shall be mailed with the Health and Welfare remittance to the administrator of the Health and Welfare. The administrator shall direct all such association funds to the Sault Ste. Marie Construction Association Labour Relations section.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.