COLLECTIVE AGREEMENT

Carpenters and Allied Workers, Local 27
United Brotherhood of Carpenters and Joiners of America

(“Union”)

- and -

F & M Caulking Limited
10 Kenmore Avenue, Unit 1
Stoney Creek ON L8E 5N1
Tel: (905) 643-8085 Fax: (905) 643-8086

(“Company”)

WHEREAS the Company and the Union wish to enter into a collective agreement covering all caulking and other construction work as defined in Article 2.02 which also recognized the unique circumstances of the residential caulking business in which the Company operates;

NOW THEREFORE the parties agree as follows:

Article 1-Object of Agreement

1.01 The purpose and the intent of this Agreement is to provide co-operation and harmony and to provide a channel through which information and adjustment of problems may be transmitted from one to another as well as cover hours, wages and working conditions.

1.02 It is further agreed that the development of a proper relationship can only be achieved and maintained by a reasonable and sensible approach, recognizing that the best possible working conditions are the object of both parties.

Article 2-Recognition

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all construction workers of the Company engaged in residential construction in weatherstripping, caulking and sealing, and all work in preparation of, or related to, working in connection therewith, in the Province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, office and clerical staff. The Company also recognizes the Union as the sole and exclusive bargaining agent for all construction workers of the Company as defined in the scope clauses of the collective agreements listed in paragraph 2.02.
2.02 The Company agrees that in the event that it performs any work falling within the scope of the following collective agreements with or binding upon the Union, the Company shall abide by and perform such work under this collective agreement in accordance with the terms and conditions of the applicable collective agreements set out below including but without limiting the generality of the foregoing any terms or conditions regarding subcontracting or contracting restrictions:


b) Residential Sector Agreement (General Carpentry) between Carpenters and Allied Workers Local 27 and Toronto & District Carpentry Contractors Association.

c) The Low Rise Residential Trim Carpentry Collective Agreement between the Wood Mill & Trim Owners Association of Ontario (c.o.b. as Trim Association of Ontario) and Carpenters and Allied Workers Local 27.

d) Heavy Construction Agreement between the Heavy Construction Association of Ontario and the Union on behalf of its Local Unions and District councils in the Province of Ontario.

e) The Residential Shingling Collective Agreement between the Residential Roofing Construction Association and Carpenters and Allied Workers Local 27.

f) The Exterior Cladding Collective Agreement between Residential Siding Contractors Association and Carpenters and Allied Workers Local 27.

2.03 The Company agrees that it is hereby bound by and will abide by all of the terms and conditions of the Carpenters' Provincial Collective Agreement entered into between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, in respect to the industrial, commercial and institutional sector of the construction industry, as amended and renewed from time to time. The Company agrees to execute the voluntary recognition agreement attached hereto as Appendix “A” as further confirmation that it is bound to such collective agreement.

Article 3-Limitation on Work by Management Personnel

3.01 Management personnel excluded from the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency or experimentation.
Article 4-No Discrimination

4.01 The Company and the Union shall not discriminate against employees or dependant contractors with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap, union membership, or union activity.

Article 5-Management Rights

5.01 The Union acknowledges the right of the Company to manage its business in all respects, to direct the work force, and to introduce new or improved methods and facilities.

The Union further acknowledges that it is the function of the Company to hire, promote, demote, transfer and lay off employees or dependant contractors and to suspend, discipline and discharge employees for just and sufficient cause.

5.02 The management rights set out in Article 5.01 are subject to the other provisions of this Collective Agreement.

Article 6-Union Security

6.01 All present employees and dependant contractors in the bargaining unit, as a condition of employment, shall remain Union members in good standing.

6.02 When the Company requires new employees or dependant contractors, the Company shall contact the Union's hiring hall to supply additional personnel who are members of the Union in good standing. If the hiring hall cannot supply qualified personnel within 48 hours, the Company may engage directly provided that such personnel become members of the Union within five (5) working days of employment.

6.03 As a condition of continuing employment, all employees and dependent contractors must maintain membership in good standing in the Union.

6.04 In order to maintain membership in good standing in the Union, employees and dependant contractors must pay monthly Union dues and assessments as fixed by the Union.

6.05 If an employee or dependant contractor who was formerly in good standing with the Union ceases to be in good standing then the Union may provide notice to the Company that the employee or dependant contractor in no longer in compliance with this Article.

6.06 The Company shall discharge any employee or dependant contractor who ceases to comply with this Article within ten (10) working days of receiving the notice described in Article 6.05.
Article 7-Subcontracting

7.01 The Company may contract or subcontract work covered by this agreement to an employer who is bound to a collective agreement with the Union that covers such work. The Company shall not contract or subcontract work covered by this agreement to an employer who is not bound to a collective agreement with the Union that covers such work.

7.02 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.

Article 8-Strikes and Lockouts

8.01 During the term of the agreement the Company agrees that there shall be no lockout and the Union agrees that there shall be no strike.

Article 9-Grievance and Arbitration

9.01 Should any difference arise between the Company and any of the employees or dependant contractors, or between the Company and the Union, as to the administration, interpretation, application or alleged violation of any of the provisions of the Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner.

Step One:

The employee or dependant contractor concerned may, within seven (7) calendar days of the incident giving rise to the grievance, take the matter up with his foreman, who shall give his answer within seven (7) calendar days. Should the employee or dependant contractor feel that his grievance has not been satisfactorily settled then;

Step Two:

Within (7) calendar days of receiving the decision under Step 1, the Union Business Representative may present the grievance to the Company’s Manager. The Company is expected to render its decision within seven (7) calendar days.

Step Three:

Should the Union feel the grievance has not been satisfactorily resolved, it may be dealt with either as provided herein or pursuant to section 133 of the Labour Relations Act, 1995.

9.02 The time limits mentioned in Article 9 shall be extended by seven (7) days at the written request of either party.

9.03 In case of a wage grievance, the matter shall be taken up within seven (7) calendar days after the employee or dependant contractor received his pay cheque for the period in which the grievance occurred.
9.04 Any difference(s) arising directly between the Company and the Union concerning the alleged violation of any provision of this Agreement may, if deemed necessary, be submitted by either party to the other at Step 2 of the Grievance procedure, within fifteen (15) calendar days from the date on which the matter at issue arose.

9.05 In the event that any employee or dependant contractor is disciplined or discharged from his engagement, and believes that the action is without just and sufficient cause, or is in violation of any of the provisions of the Agreement, such action may, if deemed necessary, be taken up at Step 2 of the grievance procedure, provided however that the grievance is filed within seven (7) calendar days from the date of the discipline or discharge. In such cases, the employee or dependant contractor will be advised in writing with a copy to the Union of the reason for his discipline or dismissal within three (3) working days following the decision.

9.06 The Company shall not be required to recognize a grievance submitted by an employee or dependant contractor after seven (7) calendar days have elapsed from the date the Union had knowledge of the incident.

9.07 Should the Company and the Union fail to reach agreement upon any grievance dealt with by them, then either party may refer it to an arbitrator within thirty (30) calendar days after receiving the reply of the Company at Step 2 as follows.

9.08 The parties will discuss the selection of a sole arbitrator to hear the case. Failing agreement, either party may request the Minister of Labour to appoint a sole arbitrator.

9.09 No matter shall be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure.

9.10 The arbitrator shall not make a decision inconsistent with this agreement, but shall only consider the question in dispute.

9.11 In all discharge and discipline cases, an arbitrator shall have the power to substitute a lesser penalty that he considers just and equitable in all the circumstances.

9.12 The cost of the arbitrator shall be shared equally by the parties. Each party will pay for its own costs, including those of its representatives.

**Article 10-Benefit Plans and Union Dues**

10.01 The Company shall contribute to the appropriate Carpenters Benefit Trust Funds the standard amounts for benefits and union dues set out in this Agreement (including the amounts set out in Schedules "A" of this Agreement).
10.02 (a) Contribution and/or deductions shall be 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. At no time shall the contributions and/or deductions be paid directly to the employee.

(b) In the event the Company fails to forward or deliver contributions and/or deductions and supporting information in accordance with 10.02(a) the Company 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 per annum), from the due date for any delinquent contributions fifteen (15) days in arrears provided the Company 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 the Company to submit to them, within a reasonable stipulated period, a certified audit statement of contributions and/or deductions to these funds for a period not to exceed twenty-four (24) months before the date the audit takes place. Such statements shall reply to the questions submitted to the Company by the Trustees. This procedure does not prejudice any action currently being taken by Boards of Trustees.

(d) If the Company does not submit the certified audit statement as per 10.02(c) the Trustees may appoint an independent chartered accountant to enter upon the Company’s premises where the payroll records are kept during regular business hours to perform an audit of the Company’s contributions and/or deductions to the required benefit plans or funds.

(e) If the audit under clause (d) discloses deliberate violations of the Collective Agreement then the Company shall pay the costs of the audit and the Trustees may assess a penalty not to exceed $25,000.00. The Company shall pay this penalty.

(f) If the audit under clause (d) does not disclose deliberate violations of the Collective agreement then the costs of the audit shall be borne by the appropriate funds or plans.

10.03 In the event such audit reveals that the Company has failed to forward or deliver contributions and/or deductions in accordance with the provisions of this Agreement, the Company 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 contributions report forms as required by the fund plan.
10.04 Notice of delinquency shall be given by the Trustees to the parties affected. When the Company fails to forward or deliver delinquent contributions and/or deductions in accordance with the provisions of this Agreement, the liquidated damages provision as expressed in 10.02(b) shall apply and the affected party shall immediately institute proceedings against the Company.

10.05 Where the Trustees deem the Company to be a repeated delinquent in forwarding or delivering contributions and/or deductions, the Company shall post a bond or certified cheque 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 Company 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. The period of time that the Trustees hold the sums in trust will not exceed one year.

10.06 If the Company has not engaged any employees or dependant contractors in a given month, it shall submit a nil report in accordance with the provisions of Article 10.02(a).

10.07 In the event that a grievance alleging that the Company has failed to make the proper payments to any Trust Fund or plan as required by this Agreement, the parties agree that for the purpose of determining any issues, 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 Company with proper documentary evidence.

10.08 An arbitrator (including the Ontario Labour Relations Board) to whom a grievance has been referred has the jurisdiction to award costs. This provision applies to grievances alleging a failure to make appropriate payments to a trust fund or administrator as required by this Agreement. This provision does not apply to other types of grievances.

**Article 11-Business Representative**

11.01 A Business Representative of the Union shall have access to all jobs or projects to which this collective agreement applies during working hours after first making his presence known at the job office, if such exists, and/or to a Company'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 Company does not have the authority to allow access, the Company 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.
11.02 A Union representative shall have access to the Company premises to post notices, ensure that the collective agreement is being complied with, to attend meeting with management and other similar activities, during normal working hours. Prior to such access, the Union Representative will attend at the company's front office and advise any officer, general manager or foreman of the Company of his intention to gain access, and further provided that the representative will give twenty-four (24) hours notice of same to any such persons where possible.

11.03 The Company acknowledges the right of the Union to elect or appoint stewards and the Company agrees to recognize such stewards. The Union undertakes to keep the Company informed of such appointments in writing. No discrimination shall be shown against a steward for carrying out his duty, but in no case shall a steward's duties interfere with the general progress of the work.

11.04 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.

11.05 A steward will not be transferred to another project of the Company unless by mutual consent of the parties involved.

11.06 A steward shall not unreasonably be excluded from a crew for overtime work provided he is willing and capable of performing the available work.

Article 12-Safety, Health and Sanitation

12.01 The Company shall continue to make reasonable provisions for the safety and health of its employees and dependant contractors during the hours of their engagement.

12.02 Workers covered by this Agreement shall supply themselves with and wear at all times on the job an approved safety helmet, safety shoes and safety glasses when required. All other safety devices and equipment shall be supplied by the Company. The Company shall provide protective equipment required for use in abnormal condition or inclement weather. The employee or dependant contractor shall return same to the Company after use. Workers shall not be responsible to supply any protective equipment beyond hardhat, safety boots and eyewear.

Article 13-Gender

13.01 Wherever in the wording of this Collective Agreement the masculine gender is used, it shall be understood to include the feminine gender.
Article 14 - Wage Rates and Benefits

14.01 The compensation and benefit rates for dependant contractors engaged as pieceworkers are set out in Schedule "A" to this Agreement.

14.02 Compensation shall be paid weekly on Friday either by cash or cheque on the job, or by direct deposit.

14.03 Each dependant contractor engaged on a piecework basis shall receive a statement or statements that indicate(s):

   a) the name of the Company and the employee,
   b) the pay period,
   c) details of all deductions,
   d) the address of the Company,
   e) the date of work performed,
   f) the job site and location,
   g) either the lot or suite number,
   h) gross remuneration,
   i) the cheque number, and
   j) the basis for the amount paid and the rate or rates used to calculate this amount.

Article 15 – Hourly Workers

15.01 The Company may hire employees on an hourly basis. If the Company does hire such employees then their employment will be governed by the terms of this Article. The terms of this Article do not apply to dependant contractors engaged on a piecework basis.

15.02 If the Company intends to hire employees on an hourly basis then the Union and the Company shall agree on the wage and benefit rates for hourly employees. The wage rate for hourly employees will not be less than $19.00 per hour.

15.03 If the Company and the Union are unable to agree upon wage and benefit rates for hourly employees then either party may refer the issue to binding interest arbitration. If the parties are unable to agree on an arbitrator then either party may request the Minister of Labour to appoint an arbitrator pursuant to section 48 of the Labour Relations Act, 1995.

15.04 The Company shall pay time and one half to hourly employees for hours worked in excess of forty (40) hours per week or eight (8) hours per day.

15.05 The Company shall pay time and one half to hourly employees for all hours worked on Saturdays.
15.06 The Company shall pay double time to hourly employees for hours worked on Sundays or on any holiday listed in this Article. This amount is in addition to any regular holiday pay, if applicable.

15.07 The following days are the holidays for the purposes of this Article:

- Good Friday
- Victoria Day
- Civic Holiday
- Thanksgiving Day
- New Year’s Day
- Canada Day
- Labour Day
- Christmas Day
- Boxing Day
- Family Day

15.08 When any of the enumerated holidays listed above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend, except that Canada Day shall be observed on the day it falls.

15.09 If an hourly employee is called in for work but is unable to work due to circumstances beyond his control then the Company shall pay him a reporting allowance.

15.10 The reporting allowance for hourly employees and dependent contractors unable to work due to inclement weather is one hours' pay.

15.11 The reporting allowance for hourly employees and dependent contractors unable to work due to circumstances beyond his control, other than inclement weather, is two hours' pay.

15.12 An hourly employee is not entitled to the reporting allowance if he fails to remain on the job during the one hour or two hour period applicable to his circumstances.

15.13 The Company shall pay wages to hourly employees weekly on Friday either by cash or cheque on the job, or by direct deposit.

15.14 The Company shall provide a statement or statements to each employee that indicates:

(a) the name of the Company and the employee,
(b) the pay period,
(c) details of all deductions,
(d) the address of the Company,
(e) the total hours worked at straight time,
(f) the total hours worked at overtime, and
(g) the hourly rate and applicable premiums.

Article 16-Duration

16.01 This collective agreement shall be operative and effective as of and from the date of signing until April 30, 2010 and thereafter from year to year unless written notice is given by the party desiring to change this agreement within ninety (90) days preceding the expiry date of this Collective Agreement.
Article 17-Other Provisions

17.01 Schedule "A" and Letter of Understanding #1 to this Agreement form part of this Collective Agreement.

SIGNED at UConn Bridge this 17 day of Aug., 2009

FOR THE COMPANY
I have the authority to bind the Company

Signature

(Print Name)

FOR THE UNION

Signature

(Print Name)
SCHEDULE "A"

A. Residential low-rise buildings (defined as non-elevated housing of not more than 4 storeys in height excluding basement)

Rates Apply

- $3.75 per opening, i.e., doors, windows, garage door, basement windows in excess of 10 ft high or width shall be considered two openings.

- $8.00 wood box out per floor

- $8.00 porch slab

- All units are to be fully completed – AREAS THAT CANNOT BE COMPLETED ARE TO BE ITEMIZED - vents and pipes are included.

- $0.30/foot for masonry and/or stucco joints

- The Employer shall pay a sum equal to six percent (6%) of the total gross amount of the dependent contractor’s earning to the Union’s Trust Funds in accordance with Article 10 of this Collective Agreement. Such amount shall include working dues and health and welfare plan contributions to be allocated at the sole discretion of the Union. For clarity, this 6% does not include any amount representing WSIB premiums.

B. Residential high-rise buildings (defined as five (5) or more storeys)

Rates Apply

- April 1, 2009 - $0.45/foot

- The Employer shall pay a sum equal to six percent (6%) of the total gross amount of the dependent contractor’s earning to the Union’s Trust Funds in accordance with Article 10 of this Collective Agreement. Such amount shall include working dues and health and welfare plan contributions to be allocated at the sole discretion of the Union. For clarity, this 6% does not include any amount representing WSIB premiums.

Custom work, high rise and low rise to be negotiated but at no time shall be lower than existing rates.
LETTER OF UNDERSTANDING #1
Carpenters and Allied Workers, Local 27,
United Brotherhood of Carpenters and Joiners of America

("Union")

- and -

F & M Caulking Limited

("Company")

WHEREAS the Union and Company are in agreement that the recruitment and retention of apprentices in the caulking industry can prove to be difficult due to high rates of attrition often following job-specific training:

NOW THEREFORE the Union and Company agree that the Company shall be granted a forty-five (45) day review period, beginning from the apprentice’s first day of employment and running continuously (the “review period”) to inspect the work performance of the apprentice and determine whether or not the apprentice will become a full-time employee of the Company.

The Company will, at the end of the review period, be required to make all necessary and proper pension, benefits and vacation remittances on behalf of the employee. The Company agrees that this understanding is not intended to be used in bad faith and is subject to review and repeal by the Union.

SIGNED at Woodbridge this 17 day of Aug., 2009

FOR THE COMPANY
I have the authority to bind the Company

Signature

(Print Name)

FOR THE UNION

Signature

(Print Name)
APPENDIX “A”

BETWEEN:
THE 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

F & M Caulking Limited (hereinafter referred to as the “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 is entitled to represent the employees of the Employer engaged in work coming within the scope of the Carpenters’ Provincial Collective Agreement in the Province of Ontario and the Employer agrees that the Union is 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, 1995 and that the Employer shall be bound by the Carpenters’ Provincial Agreement made between the Carpenters Employer Bargaining Agency and the Union.

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

DATED at WOODBRIDGE this 17 day of AUGUST, 2009.

ON BEHALF OF THE EMPLOYER
I have the authority to bind the Employer

Signature

Print Name

Witness Signature

Print Name

ON BEHALF OF THE UNION

Signature

Print Name

Print Name

Print Name