PROVINCIAL COLLECTIVE AGREEMENT

between

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

and

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

EFFECTIVE:
JUNE 11, 2001 TO APRIL 30, 2004
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### CONTENTS

**INDEX PAGES ii - ix** ([ITEMIZED LISTINGS])

**MASTER PORTION: SECTION ONE** - PAGES 1 to 58 (White Pages)

**MASTER PORTION - SCHEDULE "D" - CARPENTER**

**SECTION TWO** - PAGES 59 to 149 (Blue Pages)

- INCLUDES: WAGE RATES, EMPLOYER CONTRIBUTIONS; EMPLOYEE DEDUCTIONS; FOREMAN DIFFERENTIALS; PATIO AND DEFINITION; APPRENTICE WAGE RATES; DISBURSEMENT OF VACATION PAY FUNDS 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 150 to 193 (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 this Appendix must be used in conjunction with Schedule "D", Section Two - Pages 59 to 149 of Master Portion of Agreement.

**CAULKING APPENDIX:**

**SECTION FOUR** - PAGES 200 to 208 (Pink Pages)

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**RESILIENT FLOOR WORKERS APPENDIX:**

**SECTION FIVE** - PAGES 209 to 241 (Green Pages)

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### MASTER PORTION: SECTION ONE

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTIES TO THE AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>1. PURPOSE</td>
<td>2</td>
</tr>
<tr>
<td>2. FORM OF AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>3. RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>4. SUBCONTRACTING</td>
<td>3</td>
</tr>
<tr>
<td>4.06 REPEAT VIOLATOR OF SUBCONTRACTING CLAUSE</td>
<td>4</td>
</tr>
<tr>
<td>5. UNION SECURITY</td>
<td>5</td>
</tr>
<tr>
<td>5.01 HIRING HALL</td>
<td>5</td>
</tr>
<tr>
<td>5.02 PREFERENCE OF EMPLOYMENT</td>
<td>5</td>
</tr>
<tr>
<td>(Members vs. Applicants)</td>
<td></td>
</tr>
<tr>
<td>5.03 PREFERENCE OF EMPLOYMENT</td>
<td>5</td>
</tr>
<tr>
<td>(At Time of Layoff)</td>
<td></td>
</tr>
<tr>
<td>5.05 RECALL HIRING (Qualifications)</td>
<td>6</td>
</tr>
<tr>
<td>5.06 TRANSFER OF EMPLOYEES</td>
<td>6</td>
</tr>
<tr>
<td>(Transfer Schedule and Layoff)</td>
<td></td>
</tr>
<tr>
<td>5.09 IF EMPLOYEES TRANSFERRED - NO RECALL</td>
<td>7</td>
</tr>
<tr>
<td>5.10 KEY EMPLOYEE TRANSFER</td>
<td>7</td>
</tr>
<tr>
<td>5.11 REFERRAL SLIPS</td>
<td>7</td>
</tr>
<tr>
<td>5.12 REPEAT VIOLATOR OF UNION SECURITY CLAUSE</td>
<td>7</td>
</tr>
<tr>
<td>6. WAGES AND METHOD OF PAYMENT</td>
<td>7</td>
</tr>
<tr>
<td>(Also See Schedule &quot;D&quot; and Appendices)</td>
<td></td>
</tr>
<tr>
<td>6.05 LAYOFF AND ONE HOUR NOTICE</td>
<td>8</td>
</tr>
<tr>
<td>6.07 IF EMPLOYEE FAILS TO RECEIVE WAGES</td>
<td>8</td>
</tr>
<tr>
<td>AND DOCUMENTS</td>
<td></td>
</tr>
<tr>
<td>7. HOURS OF WORK AND OVERTIME</td>
<td>9</td>
</tr>
<tr>
<td>(Also See Schedule &quot;D&quot; and Appendices)</td>
<td></td>
</tr>
<tr>
<td>8. HOLIDAYS AND VACATIONS</td>
<td>10</td>
</tr>
<tr>
<td>9. HEALTH PLANS, PENSION PLANS, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS AND OTHER FUNDS</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>INDEX</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>SCHEDULE &quot;D&quot;: SECTION TWO (Blue Pages)</td>
<td>(See Page 1 for Details)</td>
</tr>
<tr>
<td>CAMBRIDGE L.U. 785</td>
<td></td>
</tr>
<tr>
<td>HAMILTON L.U. 18 (Zone 1)</td>
<td></td>
</tr>
<tr>
<td>HAMILTON L.U. 18 (Zone 2 Niagara)</td>
<td></td>
</tr>
<tr>
<td>KINGSTON L.U. 249</td>
<td></td>
</tr>
<tr>
<td>OSHAWA L.U. 397 (ZONE 1)</td>
<td></td>
</tr>
<tr>
<td>PETERBOROUGH (ZONE 2)</td>
<td></td>
</tr>
<tr>
<td>COBURG (ZONE 3)</td>
<td></td>
</tr>
<tr>
<td>BOWIE (ZONE 4)</td>
<td></td>
</tr>
<tr>
<td>OTTAWA L.U. 93 (Zone 1)</td>
<td></td>
</tr>
<tr>
<td>OTTAWA L.U. 93 (Zone 2 Cornwall)</td>
<td></td>
</tr>
<tr>
<td>OTTAWA L.U. 93 (Zone 3 Pembroke)</td>
<td></td>
</tr>
<tr>
<td>SARNIA L.U. 1256</td>
<td></td>
</tr>
<tr>
<td>SAULT STE. MARIE L.U. 446</td>
<td></td>
</tr>
<tr>
<td>SMITHS FALLS L.U. 1988</td>
<td></td>
</tr>
<tr>
<td>SUDBURY L.U. 2486</td>
<td></td>
</tr>
<tr>
<td>THUNDER BAY L.U. 1669</td>
<td></td>
</tr>
<tr>
<td>CENTRAL ONTARIO REGIONAL COUNCIL OF CARPENTERS'</td>
<td></td>
</tr>
<tr>
<td>OLRB AREA #8 (L.U. 27)</td>
<td></td>
</tr>
<tr>
<td>CENTRAL ONTARIO REGIONAL COUNCIL OF CARPENTERS'</td>
<td></td>
</tr>
<tr>
<td>OLRB AREA #18 (L.U. 27 BARRIE)</td>
<td></td>
</tr>
<tr>
<td>LONDON L.U. 1946</td>
<td></td>
</tr>
<tr>
<td>GODERICH, STRATFORD, OWEN SOUN L.U. 2222</td>
<td></td>
</tr>
<tr>
<td>WINDSOR L.U. 494</td>
<td></td>
</tr>
</tbody>
</table>

ACOUSTIC AND DRYWALL APPENDIX: (Yellow Pages)

SECTION THREE

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>INDEX</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. RECOGNITION (Special Provision)</td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>4. SUBCONTRACTING (Special Provision)</td>
<td></td>
<td>151</td>
</tr>
<tr>
<td>5. UNION SECURITY (Special Provision)</td>
<td></td>
<td>152</td>
</tr>
</tbody>
</table>

SCHEDULE "D"-ACOUSTIC AND DRYWALL ONLY (Yellow Pages)

NOTE: Refer to Article Two, Page Two of Master Portion of the Agreement, and also to Article 6, 7 and 11 of this Appendix.

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>INDEX</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMBRIDGE L.U. 785</td>
<td></td>
<td>161</td>
</tr>
<tr>
<td>HAMILTON L.U. 18 (Zone 1)</td>
<td></td>
<td>165</td>
</tr>
<tr>
<td>HAMILTON L.U. 18 (Zone 2 Niagara)</td>
<td></td>
<td>169</td>
</tr>
<tr>
<td>KINGSTON L.U. 249</td>
<td></td>
<td>174</td>
</tr>
<tr>
<td>LONDON L.U. 1946</td>
<td></td>
<td>177</td>
</tr>
<tr>
<td>OTTAWA L.U. 2041</td>
<td></td>
<td>181</td>
</tr>
<tr>
<td>OSHAWA - Zone 1</td>
<td></td>
<td>185</td>
</tr>
<tr>
<td>PETERBOROUGH - Zone 2</td>
<td></td>
<td>185</td>
</tr>
<tr>
<td>COBURG - Zone 3</td>
<td></td>
<td>185</td>
</tr>
<tr>
<td>BELLEVILLE - Zone 4</td>
<td></td>
<td>185</td>
</tr>
<tr>
<td>SARNIA L.U. 1258</td>
<td></td>
<td>189</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>INDEX</td>
<td>PAGE</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>SAULT STE. MARIE L.U. 446</td>
<td></td>
<td>191</td>
</tr>
<tr>
<td>SMITHS FALLS L.U. 1988</td>
<td></td>
<td>192</td>
</tr>
<tr>
<td>SUDBURY L.U. 2486</td>
<td></td>
<td>194</td>
</tr>
<tr>
<td>TORONTO L.U. 675</td>
<td></td>
<td>196</td>
</tr>
<tr>
<td>WINDSOR L.U. 404</td>
<td></td>
<td>199</td>
</tr>
</tbody>
</table>

CAULKING APPENDIX: SECTION FOUR (Pink Pages)

| 3. RECOGNITION | | 200 |
| 5. UNION SECURITY | | 200 |
| 6. WAGES AND METHOD OF PAYMENT | | 201 |
(Wages and Schedules on Pages 203-208)
| 7. HOURS OF WORK AND OVERTIME | | 201 |
(See Schedules on Pages 203-208)
| 8. HOLIDAYS AND VACATIONS | | 201 |
(Special Provision)
| 11. COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE, LODGING | | 201 |
| 12. REPORTING ALLOWANCE | | 202 |
(Special Provision)
| 13. SHELTER AND TOOL LOCK-UP | | 202 |
(Special Provisions)
| 19. WORK JURISDICTION | | 202 |
(Special Provision)

SCHEDULE "D" - CAULKING ONLY

| TORONTO L.U. 27 | | 203 |
| HAMILTON L.U. 18 (Zone 1 & 2) | | 207 |

RESILIENT FLOOR WORKERS APPENDIX: SECTION FIVE

| 3. RECOGNITION | | 209 |
(Special Provision)

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>INDEX</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. SUBCONTRACTING</td>
<td></td>
<td>209</td>
</tr>
</tbody>
</table>
(Special Provision)
| 5. UNION SECURITY | | 210 |
(Special Provision)
| 6. WAGES AND METHOD OF PAYMENT | | 211 |
(SEE SCHEDULES ON PAGES 216 TO 241)
| 7. HOURS OF WORK AND OVERTIME | | 212 |
(SEE SCHEDULES ON PAGES 216 TO 241)
| 9. HEALTH PLANS, PENSION PLANS, VACATION PAY PLANS, APPRENTICESHIP AND TRAINING FUNDS | | 212 |
(Special Provision)
| 17. COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE, LODGING | | 212 |
(SEE SCHEDULES ON PAGES 216 TO 241)
| 13. SHELTER AND TOOL LOCK-UP | | 212 |
(Special Provision)
| 14. BUSINESS REPRESENTATIVE AND STEWARD | | 213 |
(Special Provision)
| 16. GENERAL WORKING CONDITIONS | | 213 |
(Special Provision)
| 17. APPRENTICES | | 214 |
(Special Provision)
| 19. WORK JURISDICTION | | 214 |
(Special Provision)

SCHEDULE "D" - RESILIENT ONLY (Green Pages)

NOTE: Refer to Article Two, Page Two of Master Portion of the Agreement, and also to Article 6, 7 and 11 of this Agreement.

| HAMILTON L.U. 18 (Zone 1) | | 216 |
| HAMILTON L.U. 18 (Zone 2 Niagara) | | 220 |
| OTTAWA L.U. 93 (Zone 1 and 2) | | 225 |
| TORONTO L.U. 27 | | 228 |
AGREEMENT
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 -
THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO of the United Brotherhood of Carpenters and Joiners of America on behalf of the following affiliated bargaining agents:

(1) Central Ontario Regional Council of Carpenters, Drywall, and Allied Workers
(2) Carpenters' District Council of Western Ontario,
(3) Ontario Acoustical and Drywall District Council,
(4) United Brotherhood of Carpenters and Joiners of America; and the following Local Unions: 18, 27, 93, 249, 397, 446, 494, 675, 785, 1256, 1669, 1946, 1986, 2041, 2222, and 2486, of the United Brotherhood of Carpenters and Joiners of America; and any Local Union, Regional Council or District Council subsequently chartered in Ontario.
(hereinafter referred to as the "Union")

June 11/01
Ap. 30/04
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; and

Whereas the Union is an employee designated bargaining agency for employees represented by District Councils, Regional Councils and 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, District Councils, Regional Councils, 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 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 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 Any work that is the work of the Union under the provisions of Article 19 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, Regional Council or the District Council 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, Regional Councils and District Councils 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, Regional Council or District Council.

(c) It is understood that, if the Local Union, Regional Council or District Council 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.

(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, Regional Councils or District Councils.
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, Regional Council or District Council.

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, Regional Council or District Council 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 six (6) 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 six (6) 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:

<table>
<thead>
<tr>
<th>Out of Area</th>
<th>L.U. or D.C.</th>
<th>Total</th>
</tr>
</thead>
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<td>First Employee</td>
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<td>1</td>
</tr>
<tr>
<td>Next Two Employees</td>
<td>2</td>
<td>3</td>
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<tr>
<td>Next Three Employees</td>
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<td>6</td>
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<td>Next Employee</td>
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<td>7</td>
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<td>13</td>
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<tr>
<td>Total</td>
<td>4</td>
<td>9</td>
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</tbody>
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(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, Regional Council or District Council 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.

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 or District Council 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, Regional Council or District Council 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 The wages for employees shall be those as set out in the schedules.

6.02 Wages shall be paid on the job by cheque before the regular quitting time on or before Thursday or by cash on or before Friday of each week 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 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 20 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.
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:
(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 trusteed 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, 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 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 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 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 employer 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 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 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 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 hereby 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 existing L.U. 494 Supplementary Unemployment Benefit Plan shall remain as presently constituted and, by agreement of the Trustees, employer contributions may be directed to or redirected from the said plan as the Trustees may so decide from time to time.

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.

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, Regional Council 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 Construction Industry Secretariat. Such deduction shall be remitted in accordance with 10.01(b).

(b) The employer shall forward or deliver such contributions 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 Construction Industry 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.

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 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 $1,100.00. The employer's liability shall not exceed $330.00 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 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 Workers' Compensation Act and relevant regulations thereunder. No employee shall be discriminated against for refusing to work under an unsafe condition.

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 (1/2) shift, employees shall be permitted a ten (10) minute paid break. Employees shall be allowed a one-half (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 safety belts, 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 outsideservices 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 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.

16.19 In 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 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.
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 Trades Qualification and Apprenticeship Act 1993 c.27 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.

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:

<table>
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<tr>
<th>Number of Men</th>
<th>Flush Toilets</th>
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<tbody>
<tr>
<td>1 to 15</td>
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<td>16 to 30</td>
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<td>61 to 75</td>
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<td>76 to 90</td>
<td>8</td>
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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. Smokes and 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 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 The assignment of all work claimed in Schedule "A" and which is in accordance with established local area work practice shall be to members of the United Brotherhood of Carpenters and shall take precedence over any assignment awarded by any method of jurisdictional disputes settlement.

Where it can be established, local area work practice shall be as under the Collective Agreements which were in force prior to April 30, 1978 and April 30, 1979 in Sarnia Local 1256.

For the purpose of this Article "local area" shall mean the geographical jurisdictional area or areas of the local unions or district councils.

19.02 The determination of established local area work practice under 19.01 will be placed before a committee for decision.

Any existing committee decisions on Local Area Work Practice shall continue in effect subject to any amendments or modifications agreed to in writing by the parties. The committee shall be composed of three (3) persons representing the EBA and three (3) representing the CDC. The composition of the representatives of the committee may be changed as best suits either the EBA or the CDC to reflect the interest of the sub-trade or nature of the work in question.

Applications for a committee decision will be filed with the EBA in the case of an employer or trade association and with the CDC in the case of the district council or local union.

The EBA and the CDC will each process an application according to procedures exclusively adopted by each party.

The committee will be convened upon the request of either the EBA or the CDC and must meet and hand down a decision within five (5) days of receipt of request for a hearing.
The committee may be convened for the purpose of issuing standing decisions.

A decision of the committee in favour of the CDC shall secure that Local Area Work Practice for the exclusive assignment to members of the United Brotherhood of Carpenters. The employer shall immediately implement the decision.

A decision against the CDC shall not require the assignment of the particular work in question to any other trade.

In the event that the committee is unable to render a decision such deadlock decision may be subject to grievance and arbitration.

The committee shall hold its hearings in the local area where a decision was requested.

A subsequent assignment in violation of a committee's decision shall be considered a violation of this Agreement and subject to grievance and arbitration.

19.03 Any assignment of work that is awarded to members of the United Brotherhood of Carpenters under the provisions of this Agreement shall be acknowledged and supported by the EBA in all proceedings.

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 Local Union 1669 - Thunder Bay

(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) Scuba diving equipment supplied by the diver himself shall be a scuba diver suit, regulator, face mask, fins and weights and this equipment shall be in good condition prior to commencing employment. The equipment shall be suitable for him to descend comfortably to the maximum working depth required.

(e) The employer shall supply to the diver all other tools and equipment relevant to diver's work; including scuba tanks or band masks and buoyancy compensator if required, and shall also be supplied with a tender when required by the diver, 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 a N.A.U.I. Certificate or its equivalent, can be used as divers at the divers' rate of pay.

(k) The minimum divers' rate of pay shall be two (2) times the Journeyman Carpenters' regular rate. All overtime shall be three (3) times the Journeyman Carpenters' regular rate.

(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 U.S. Navy Decompression Table, as contained in the Construction
Safety Associations of Ontario Safe Practice and Procedure Manual 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 three (3) 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 a certificate from the Royal Life Saving Society of Canada or its equivalent until appropriate government regulations covering this are implemented, at which time they shall govern.

(s) Divers in addition to their regular rate of pay shall receive a depth allowance as follows:

<table>
<thead>
<tr>
<th>Depth Range</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>90' to 100' or 27.432 m</td>
<td>$8.00 per day</td>
</tr>
<tr>
<td>100' to 110' or 30.480 m</td>
<td>$10.00 per day</td>
</tr>
<tr>
<td>110' or over or 33.528 m</td>
<td>Diver negotiates own wage scale under this class in addition to the hourly rate</td>
</tr>
</tbody>
</table>

(f) 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.

(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 own Local Union.

21.02 PROVINCE OF ONTARIO (Except L.U. 1669)

(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) Scuba diving equipment supplied by the diver himself shall be a scuba diver suit, regulator, face mask, fins and weights and this equipment shall be in good condition prior to commencing employment. The equipment shall be suitable for him to descend comfortably to the maximum working depth required.

(e) The employer shall supply to the diver all other tools and equipment relevant to diver's work; including scuba tanks or band masks and buoyancy compensator if required, and shall also be supplied with a tender when required by the diver, 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 diver's 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 a N.A.U.I. Certificate or its equivalent can be used as divers at the diver's rate of pay.

(k) Divers' rate of pay shall be the Journeyman Carpenters' rate of pay plus $60.00 per day for any day on which he is instructed to dive and dives. Overtime shall be twice the straight time rate.

(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 U.S. Navy Decompression Table, as contained in the Construction Safety Associations of Ontario Safe Practice and Procedure Manual, 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 rate for diving tenders is the same overtime rate as for carpenters. Overtime for divers and tenders shall apply after 8 hours per day Monday through Friday and on holidays, 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 a certificate from the Royal Life Saving Society of Canada or its equivalent until appropriate government regulations covering this are implemented, at which time they shall govern.

(s) Divers in addition to their regular rate of pay shall receive a depth allowance as follows:

<table>
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<tr>
<th>Depth Range</th>
<th>Allowance per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>60' to 70' or 18.288 - 21.336 m</td>
<td>$4.00 per day</td>
</tr>
<tr>
<td>70' to 80' or 21.336 - 24.384 m</td>
<td>$8.00 per day</td>
</tr>
<tr>
<td>80' to 90' or 24.384 - 27.432 m</td>
<td>$12.00 per day</td>
</tr>
<tr>
<td>90' to 100' or 27.432 - 30.480 m</td>
<td>$16.00 per day</td>
</tr>
<tr>
<td>100' to 110' or 30.480 - 33.528 m</td>
<td>$20.00 per day</td>
</tr>
<tr>
<td>110' or over or 33.528 m or over</td>
<td>Diver negotiates his own wage scale under this class in addition to the hourly rate.</td>
</tr>
</tbody>
</table>

(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.

(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 own Local Union.

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 arbitrable, 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. An aggrieved employee must sign the grievance on a form supplied by the Union. The form shall set down the nature of the grievance, the article or articles of this Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change except by mutual agreement in writing.

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
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 nominees 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, Regional Council, District Council, and 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 or district councils 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.

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 or District Council, the Local Union or District Council 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 or District Council Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union or District Council 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 or District Council 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 or District Council, 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 11th day of June 2001, and shall continue to remain in effect until the 30th day of April, 2004, 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, 2004, 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 29th, day of June, 2001.

For: THE CARPENTERS' EMPLOYER BARGAINING AGENCY

J. C. Kayes, Secretary

B. Foote, Chairman

T. Donovan

G. Byberg

J. Duggan

H. Laird

For: CARPENTERS' DISTRICT COUNCIL OF ONTARIO

UCAL POWELL, PRESIDENT

BUD CALLIGAN, SECRETARY-TREASURER

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Carpenters' District Council of Ontario

Carpenters' District Council of Ontario

Interior Systems Contractors Association of Canada

Building Contractors Association of Ontario

Resilient Flooring Contractors Association of Ontario

Interior Systems Contractors Association of Canada
SCHEDULE "A"
SUBJECT TO ARTICLE 19.
WORK CLAIMED BUT NOT LIMITED TO

Heavy engineering, highway and bridge work; industrial, commercial and institutional work; building work on pipeline construction, sewers and watermains; 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 pre stressing.

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.

The installation of floor or cold storage rooms, and facilities including walk in coolers and freezer rooms.

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.

The erection of all safety barriers.

The fabrication of all ladders, saw horses and work-benches.

Driving and levelling all stakes, building all batter boards and locating lines on same.

The operation and use of layout instruments as it pertains to the trade including but not limited to auto levels and lasers.

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.

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, fiberglass 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.

The setting, joining, welding and installation of waterstops, weather bars and expansion joints where it applies to concrete work.

All forming associated with cast in place fireproofing of beams and columns.

The installation of screeds for concrete floors except for metal decks.

The on-site fabrication of snap ties and tie rods.

The installation of precast trench systems and pre-engineered surface drainage systems imbedded in concrete such as Polydrain, within the building.

The building of manholes and catch basins and stripping of same inside the building.

The layout, levelling, assembly, bracing and aligning of all insulated concrete forms and any and all associated hardware and/or accessories. The laying out and installing of all inserts, bulkheads, bucks and blockouts in insulated concrete forms.

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.

The building, erecting ready for use of scaffolding and the dismantling of same.

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.

The installation of any miscellaneous imbedded metal including any welding of same in concrete.

All welding and acetylene burning in connection with work covered in the carpenter's jurisdiction except for specialty trades.

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.

Fireproofing beams and columns.

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.

The laying and installation of all wood and vinyl windows and frames including all necessary hardware.

Installation of aluminum doors and frames in prefabricated demountable partition systems.

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, 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.

The preparation of sub surfaces, the preparation and layout 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, magnesium 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.

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.

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.

The installation of lead baffles or lead liners to walls, aluminum framing, plastic moldings and any other work incidental to same. The erection of porcelain metal panels and metal siding.

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.

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.

Lath work and related items, including gypsum lath, metal lath, and metal corner beads.

The on-site fabrication and the installation of all prebuilt, light weight exterior component systems, such as but not limited to, Outsulation and Drivit system including all the metal framing, gypsum board, the insulation, and all attachment including all welding related to this work.

When material is stock-piled in the working area, it shall then be handled by carpenters.

The handling and installation of all mill and cabinet work.

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.

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.

The placing of all whaling, spring and fender lines and guard rails of wood or metal; the framing, boring, drilling or burning of holes.

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.

Underwater work on bulkheads, wharves, docks, caissons, bridges, viaducts and trestles, as well as salvage and reclamation work where divers are employed.

Diver tendering.

Core drilling related to underwater work.

Pipe lines for waterworks and power plants requiring diving.

The installation and maintenance of soil stabilization systems.

Carpentry work in relation to rip rap.
The installation of access and computer flooring and components.
Framing or erecting of wood buildings including pre-fabrication on site.
Handling of lumber and drywall.
Handling of store fixtures.
Fabrication and setting of screeds for concrete and mastic floors.
Installation of runways and stages.
Cutting and framing of openings.
Carpentry work on wharves, docks, seawalls and breakwaters.

Backings for fixtures.
Welding of studs or other fastenings to receive materials being applied by carpenters.
Grounds for furring and strapping.
Installation of wood and metal shelving racks and louvres.
Installation of wood and metal cabinets.
Installation of drapery fixtures and hardware.
Installation of sink tops and cabinets.
Corion Counter Tops
Carpentry work in connection with weather protection.
Weather-stripping, caulking and sealing and work in connection therewith.
Installation of ceiling heat panels.

Application of fabric acoustic systems of any kind:
Installation of washroom accessories and toilet partitions.
Cutting, laying and fastening of wood deck protection on roofs.
The installation of arena and skating rink boards and glass and any associated work including cutting of backing supports.
The cutting, shaping and installation of plexi-glass and like materials in wood framing.

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.
Carpenters work in relation to the building and erecting of clean rooms.
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.
The erection, dismantling and revamping of wood cooling water towers.
Including the unloading of trucks, stock piling and distribution of all materials and clean up of same.
Carpentry work in connection with bowling alleys and squash courts.
The on-site building and installation of wooden staircases.
The installation of gym and arena rubber, cushion or specialty floors.
The installation of all types of insulation as related to carpentry work.
The cutting and installation of plastic composite grating.
The installation of fibreglass reinforced plastic laminated-to-wood wall coverings.
The laminating, cutting, gluing and installation of all plastic laminates such as Formica and Arbonite.
The application and/or installing of all insulation for weatherproofing or soundproofing applied by any means, when enclosed in steel or wood framed walls.
The installation of all slot machine base cabinets, carousels and slot machines, and gaming tables.
The installation of all fabric wrapped acoustical wall panels.
The operation of forklifts for specialty contractors.
Carpentry work related to the installation of vapour barrier.
The installation of wood roof blocking.
The tending of carpenters.
The daily clean up associated with carpentry work.
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 Hannon, 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 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 an 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, Decesville, 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, Decesville, 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:
Highway #58 at Upper Lanes
P.O. Box 8
THOROLD, Ontario L2V 3Y7
(905) 227-3811 Fax (905) 227-2530

LOCAL 93, OTTAWA, ONTARIO
Zone 1: The Counties of Carleton (except the Township of Marlborough) and Russell and the Townships of Alfred and North and South Plantagenet in the County of Prescott.

Ottawa (Zone 2 Cornwall)
The Counties of Stormont and Glengarry and surrounding townships as follows: Williamsburg, Winchester, East Hawkesbury, West Hawkesbury, Longueuil and Caledonia.

Ottawa (Zone 3 Pembroke)
ALL HIRING SHALL BE DONE THROUGH:
315 St. Laurent Boulevard
OTTAWA, Ontario K1K 2Z5
(613) 745-1513  Fax (613) 745-3769

LOCAL 249, KINGSTON, ONTARIO
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:
724 Bath Road, Unit 6
KINGSTON, Ontario K7M 4Y2
(613) 384-3316  Fax (613) 384-3730

LOCAL 446, 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, McGievin, 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:
105-123 March Street
SAULT STE. MARIE, Ontario P6A 2Z5
(705) 949-3179  Fax (705) 945-6087

LOCAL 494, WINDSOR, ONTARIO
The Counties of Essex and Kent.

ALL HIRING SHALL BE DONE THROUGH:
1076 Crawford Avenue (Upper)
WINDSOR, Ontario N9A 5C9
(519) 258-5533  Fax (519) 258-2223

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:
64-A Signet Drive
WESTON, Ontario M9L 1T1
(416) 749-0675  Fax (416) 749-6040

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 4R7
(519) 653-7543  Fax (519) 653-2837

LOCAL 1256, SARNIA, ONTARIO
The County of Lambton.

ALL HIRING SHALL BE DONE THROUGH:
151 Indian Road South
SARNIA, Ontario N7T 3W3
(519) 344-2674  Fax (519) 336-4449
LOCAL 1989, 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:
929 Fort William Road, Room 7
Lakehead Labour Centre
THUNDER BAY, Ontario P7B 3A6
(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:
189 Exeter Road, Unit F
LONDON, Ontario N6L 1A4
(519) 652-2992 Fax (519) 652-6733

LOCAL 1988, SMITHS FALLS, ONTARIO
Counties of Lanark and Grenville; the Township of McNab in Renfrew
County; the County of Leeds save and except the townships of Rear of Leeds
and Lansdowne, and Front of Leeds and Lansdowne; the Township of
Marlborough in the County of Carleton; the Townships of Mountain and
Matilda in the County of Dundas.

ALL HIRING SHALL BE DONE THROUGH:
39 Chambers Street, Room 303
SMITHS FALLS, Ontario K7A 2Y3
(613) 283-5670 Fax (613) 275-2439

LOCAL 2041, OTTAWA, ONTARIO
(ACOUSTIC AND DRYWALL)
Townships of Winchester and Williamsburgh in Dundas County, Carleton
County (save and except the Township of Marlborough) and the Counties of
Prescott, Glengary, Russell and Stormont (Pembroke) Renfrew County
save and except the Township of McNab. The following townships in the
District of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton,
Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Frewick,
Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson,
Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canistay, Sproule,
Preston, Clancy, Guthrie, Mater, Ayr, Murchison, Dickens, Sabine and Lyell.

ALL HIRING SHALL BE DONE THROUGH:
5470 Canotek Rd., Unit #40
GLOUCESTER, Ontario K1J 9H4
(613) 746-1255 Fax (613) 744-9012

LOCAL 2222, GODERICH, ONTARIO
The Counties of Huron, Bruce, Grey and Perth.

ALL HIRING SHALL BE DONE THROUGH:
150 Cambria Road, North
GODERICH, Ontario N7A 2R1
(519) 524-6601 Fax (519) 524-7922

LOCAL 2486, 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, 2, 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.


ALL HIRING SHALL BE DONE THROUGH:
495 Spruce Street
SUDbury, Ontario P3C 1P3
(705) 673-3866 Fax (705) 675-7856

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:
64 Signet Drive
WESTON, Ontario M9L 1T1
(416) 749-7440 Fax (416) 749-5466

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, Whitalby and East Whitalby in the County of Ontario.

ALL HIRING SHALL BE DONE THROUGH:
116 King Street, East
80WMANVILLE, Ontario L1C 1N4
(905) 623-1242 Fax (905) 623-5306

Central Ontario Regional Council of Carpenters, Drywall and Allied Trades
Affiliated to this Council is 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:
64 Signet Drive
WESTON, Ontario M9L IT1
(416) 749-7440 Fax (416) 749-5466

ONTARIO ACOUSTICAL AND DRYWALL DISTRICT COUNCIL
Province of Ontario
64-A Signet Drive
WESTON, Ontario M9L 1T1
(416) 749-0675 Fax (416) 749-6040
Carpenters' District Council of Western Ontario
(Resilient Floor Workers only)
Affiliated to this Council for the purposes of Resilient Floor Workers are Local 2222 Goderich.

Counties of Perth, Huron, Bruce and Grey.

All hiring shall be done through:
The Local Unions above as listed on previous pages.

Carpenters' District Council of Ontario,
United Brotherhood of Carpenters and Joiners of America,
5780 Timberlea Blvd., Suite 103
Mississauga, Ontario L4W 4W8
(905) 238-3063 Fax (905) 238-3012
1-800-665-6837

Schedule "C"
Agreement

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

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

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE UNION

Signature

Signature

Print Name

Print Name

Position Held

Position Held

Signature of Witness

---

Carpenter

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

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Employer Contributions

- Association Administration Fund
- (including Ont. Const. Secretariat Fund)
- Carpenters' District Council of Ontario Training Trust Fund
- (formerly North American Health & Safety Fund)
- Training Fund
- Union Promotion Fund (CORCC)
- Market recovery Fund (Paid on journeyperson hrs only)

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Employee Deductions

- Union Administration Fund
- Ontario Construction Secretariat Fund
- Supplementary Dues Check-off
  2% of gross earnings
  (Excluding Vacation & Holiday Pay)

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Foreman Differential:

- $2.00 | $2.00 | $2.00 |

Apprentice:

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<td>0 - 900 hrs-50% of journeyman rate</td>
<td>$13.04</td>
<td>$13.13</td>
<td>$13.11</td>
</tr>
<tr>
<td>901-1800 hrs-60% or completion of 5 units</td>
<td>$15.65</td>
<td>$15.75</td>
<td>$15.73</td>
</tr>
<tr>
<td>1801-3600 hrs-70% or completion of 10 units</td>
<td>$18.25</td>
<td>$18.38</td>
<td>$18.35</td>
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<tr>
<td>3601-5400 hrs-80% or completion of 15 units</td>
<td>$20.85</td>
<td>$21.00</td>
<td>$20.96</td>
</tr>
<tr>
<td>5401-7200 hrs-90% or completion of 20 units</td>
<td>$23.46</td>
<td>$23.63</td>
<td>$23.59</td>
</tr>
</tbody>
</table>

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

**Article 7 - SCHEDULE D**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>Premium</td>
<td>General</td>
</tr>
<tr>
<td>8:00 1/2 x 1 1/2hrs</td>
<td>2x</td>
<td>2x</td>
<td>2 x 3 1/2 hrs</td>
<td>2 x 10 min</td>
</tr>
</tbody>
</table>

**Hours of Work**

- (a) The regular hours of work shall not exceed eight and one-half (8 1/2) hours per day and forty two and one-half (42 1/2) 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 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
- 7:00 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.

**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 the 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 and one-half (8 1/2) hours per day. The employer shall pay overtime as per Article 7(c) on all hours exceeding the eight and one-half (8 1/2) 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, safe and accept Holidays. When only one shift is utilized no shift premiums shall apply.

**ARTICLE 10 - SCHEDULE "D" SUPPLEMENTARY DUES CHECK-OFF**

- (a) Deductions shall be forwarded by first class mail postmarked no later than the 15th 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 remittance form as designated by Local 785. At no time shall the deduction be paid directly to the employee.

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

- (a) Members living in Dufferin OLRB area #27 and Wellington OLRB area #7 Counties, free travel zone, Dufferin, Wellington, Waterloo and Brant Counties, $18.05 per day, payable when working in Norfolk County.
(b) Members living in Waterloo County OLRB area #6, free travel zone, Waterloo, Wellington and Brant Counties $18.05 per day, payable when working in Dufferin and Norfolk Counties.

(c) Members living in Brant and Norfolk Counties OLRB area #4 free travel zone, Norfolk, Brant, Waterloo and Wellington Counties, $18.05 per day, payable when working in Dufferin County.

**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 thirty-four cents ($0.34) per km.
No Welfare and Pension contributions shall be made for the 90-day (450 hr.) probation period on behalf of first year apprentices. Thereafter, they will be paid full Welfare and Pension benefits for all hours earned.

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 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. 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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>Breaks</td>
</tr>
<tr>
<td>8/40</td>
<td>1 1/4 x 1st 2 hrs. 2x after</td>
<td>2x</td>
<td>2x</td>
<td>2 x 10 min.</td>
</tr>
</tbody>
</table>

(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 (7) hours from Monday to Friday, shall be paid at the rate of one and one-seventh (1-1/7th) 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 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 7:00 a.m. = Night Shift
- 8:00 a.m. to 4:30 p.m. = Day Shift
- 4:30 p.m. to 12:01 a.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 performed 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.
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.

When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

ARTICLE 9 - SCHEDULE "D"
TRAINING FUND
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 a five hour CSAO WHMIS training course. The Union agrees to hold the Employers harmless from any 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.

ARTICLE 11 - SCHEDULE "D"
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 thirty cents (.30) per kilometre each way. 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.

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.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$26.57</td>
<td>$2.66</td>
<td>$0.92</td>
<td>$5.50</td>
<td>$35.65</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$26.87</td>
<td>$2.69</td>
<td>$1.42</td>
<td>$5.55</td>
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<td>$27.17</td>
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<td>$1.89</td>
<td>$5.60</td>
<td>$37.38</td>
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Employer Contributions

<table>
<thead>
<tr>
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<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association Administration Fund</td>
<td>$0.20</td>
<td>$0.20</td>
<td>$0.20</td>
</tr>
<tr>
<td>Training &amp; Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund formerly North American Health &amp; Safety Fund)</td>
<td>$0.50</td>
<td>$0.57</td>
<td>$0.62</td>
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<tr>
<td>&amp; Local 18 Promotion Fund</td>
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Employee Deductions

<table>
<thead>
<tr>
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<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union Administration Fund</td>
<td>$0.51</td>
<td>$0.51</td>
<td>$0.51</td>
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<tr>
<td>(includes Ont. Const. Secretariat Fund)</td>
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</tr>
<tr>
<td>Supplementary Dues Check-off</td>
<td>$0.87</td>
<td>$0.90</td>
<td>$0.90</td>
</tr>
<tr>
<td>Foreman Differential:</td>
<td>8%</td>
<td>8%</td>
<td>8%</td>
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</table>

Apprentice:

<table>
<thead>
<tr>
<th></th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st six months-40% of journeyperson rate</td>
<td>$10.63</td>
<td>$10.75</td>
<td>$10.87</td>
</tr>
<tr>
<td>2nd six months-50% of journeyperson rate</td>
<td>$13.29</td>
<td>$13.44</td>
<td>$13.59</td>
</tr>
<tr>
<td>2nd year - 65% of journeyperson rate</td>
<td>$17.27</td>
<td>$17.47</td>
<td>$17.66</td>
</tr>
<tr>
<td>3rd year - 75% of journeyperson rate</td>
<td>$19.93</td>
<td>$20.15</td>
<td>$20.38</td>
</tr>
<tr>
<td>4th year - 85% of journeyperson rate</td>
<td>$22.58</td>
<td>$22.84</td>
<td>$23.09</td>
</tr>
</tbody>
</table>

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

No Welfare and Pension contributions shall be made for the 90-day (450 hr.) probation period on behalf of first year apprentices hired after July 1, 1992.
Thereafter, they will be paid full Welfare and Pension benefits for all hours earned.

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 local 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, pile driver, 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 rates. 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.

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.

### Working Hours

(a) The normal working hours shall be thirty-six (36) hours per week consisting of eight (8) hours per day Monday-Thursday inclusive, Fridays four (4) hours - 8:00 a.m. to 12:00 noon.

(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 8:00 a.m.
   - 1st-  8:00 a.m. to 4:00 p.m.
   - 2nd-  4:00 p.m. to 11:59 p.m.

(f) 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 (2) separate working shifts in any one (1) twenty-four hour period. Shift premiums for the second and third shifts is 1⅓ times the regular rate.

(g) All shift work lunch breaks would be paid by the Employer at applicable rate. No Employee shall be permitted to work more than one (1) shift in any twenty-four hour period unless overtime rates are in effect. The termination of any shift schedule shall always be not later than 11:59 p.m.

(h) 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.

(i) 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.

(j) 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.
(k) 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).

(l) No work shall be performed on Labour Day except in case of emergency.

(m) 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.

(n) 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.

(o) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

ARTICLE 9 - TRAINING FUND
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 a five hour CSAO WHMIS Training course. 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.

ARTICLE 11 - TRAVELLING ALLOWANCE
(a) An area encompassed by a circle with a radius of 20 km, having its centre in Allanburgh, Ontario, shall be classed as a free zone. Travelling time and transportation would not be payable for work performed within this zone.

(b) For work performed outside of this zone the following amounts would be paid for transportation and travelling time.

<table>
<thead>
<tr>
<th>Distance from Free Zone</th>
<th>Amount per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 10 km outside</td>
<td>$5.55</td>
</tr>
<tr>
<td>10 - 20 km outside</td>
<td>$7.17</td>
</tr>
<tr>
<td>20 - 30 km outside</td>
<td>$8.72</td>
</tr>
<tr>
<td>30 - 40 km outside</td>
<td>$10.32</td>
</tr>
</tbody>
</table>

(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 employers shall so arrange that the employee is covered by the terms of the Workers' Compensation Act.

(d) Beyond 40 km outside perimeter of free zone $13.53 per day shall be paid.

(e) Where employees by specific arrangement with the employer are requested to use their vehicles for transportation, they shall receive thirty cents (.30) per km, from shop to job, job to job and job to shop.

(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.

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.
Carpenter

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$27.89</td>
<td>$2.79</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$35.75</td>
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<tr>
<td>May 1/02</td>
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<td>$1.69</td>
<td>$4.03</td>
<td>$36.70</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$28.21</td>
<td>$2.82</td>
<td>$1.79</td>
<td>$4.78</td>
<td>$37.60</td>
</tr>
</tbody>
</table>

Employer Contributions June 1/01 May 1/02 May 1/03
Association Administration Fund $0.20 $0.20 $0.20
- (including Ont. Const. Secretariat Fund)
Union and Apprenticeship Training Fund $0.15 $0.15 $0.15
Carpenters’ District Council of Ontario Training Trust Fund (formerly North American Health & Safety Fund) $0.06 $0.06 $0.06
Promotion Fund $0.20 $0.20 $0.20

Employee Deductions June 1/01 May 1/02 May 1/03
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% (0.49) per hour
Foreman Differential: 10% 10% 10%

Apprentice: June 1/01 May 1/02 May 1/03
1st year - 50% of journeyperson rate $13.95 $14.08 $14.11
2nd year - 70% of journeyperson rate $19.52 $19.71 $19.75
3rd year - 80% of journeyperson rate $22.31 $22.53 $22.57
4th year - 90% of journeyperson rate $25.10 $25.34 $25.39

Vacation Pay and Statutory Holiday Pay shall be paid to the employee after the end of June unless an employee requests such payment on a weekly basis.

Maintenance of Existing ICI Facilities

Maintenance shall not include additions or alterations of existing buildings.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$23.74</td>
<td>$2.37</td>
<td>$1.54</td>
<td>$3.53</td>
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<tr>
<td>May 1/02</td>
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<tr>
<td>May 1/03</td>
<td>$24.05</td>
<td>$2.41</td>
<td>$1.79</td>
<td>$4.78</td>
<td>$33.03</td>
</tr>
</tbody>
</table>

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.

Foreman Ratio and Definition

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.

Premium Pay

All members of the Union working on all high rise structural work 70 feet above the ground level shall receive twenty-five cents ($0.25) 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 ($0.10) per hour. It is understood that such height pay shall not apply for interior work enclosed by permanent structure.
Overtime
Shifts
Breaks
Premium

<table>
<thead>
<tr>
<th></th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily</td>
<td>8/36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours</td>
<td>Fri. to</td>
<td>2x</td>
<td>2x</td>
<td>2x 10</td>
</tr>
<tr>
<td></td>
<td>12 noon</td>
<td></td>
<td></td>
<td>2 hrs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

Work Week
(a) The hours of work shall be thirty-six (36) hours per week. The regular working day, which may be varied by mutual consent of both parties, shall be between 8:00 a.m. and 5:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, and between 8:00 a.m. and 12 noon on Fridays. Any work done outside these hours shall be considered overtime or shift work.
(b) The maximum number of working hours per day shall be eight (8) except on Fridays when it shall be four (4) and the maximum number of working hours per week shall be thirty-six (36) 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 Thursday and four (4) hours on Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing rate of wages.

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 Thursday, and 8:00 a.m. to 12 noon 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) When work cannot be done during the regular working day such work may be done as a night shift of not more than eight (8) hours at time and one-half the regular rate of wages. No employee, except the foreman shall be permitted to work on more than one shift in any twenty-four (24) hours except at overtime rates, as covered hereunder.

(g) 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).
(h) All employees shall be at their place of work on the job ready to go to work at 8:00 a.m. Five (5) minutes shall be allowed before quitting time for employees to pick up their tools. Location of tool look-up area to be considered starting point of work.
(i) 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.

ARTICLE 10
Each employer bound by this agreement shall contribute twenty cents ($0.20) per hour for each hour worked by each employee covered by this agreement, to the Association Administration Fund as required by Article 10.01 of the master portion, by forwarding such amount together with copies of the corresponding welfare and pension contribution reports to:
- Kingston Contractors Labour Relations Organization
- PO Box 625
- Kingston, Ontario K7L 4X1
By the fifteenth (15) day of the month following the month such hours were worked.

ARTICLE 11 - SCHEDULE "D"
ZONES AND MILEAGE
(a) A free zone of a 17 kilometre 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 17 kilometre radius, travel allowance will be paid at the rate of thirty-two cents (32) per kilometre both ways, to any member of Local 249 required by an employer to travel to that jobsite, irrespective of the employee's point of residence. This travel allowance will be measured from Kingston City Hall to the jobsite using the most practical direct route.

(c) Board allowance at the rate of forty dollars ($40.00) per day worked shall be paid to employees when boarding away from home on jobs 121 kilometres or more from Kingston City Hall.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
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<td>$2.74</td>
<td>$1.54</td>
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<td>May 1/03</td>
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<td>$2.76</td>
<td>$1.79</td>
<td>$4.78</td>
<td>$38.94</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>June 11/01</td>
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<td>$26.76</td>
<td>$2.67</td>
<td>$1.79</td>
<td>$4.78</td>
<td>$35.98</td>
</tr>
</tbody>
</table>

Employer Contributions

Association Administration Fund
- (including Ont. Const. Secretariat Fund)

Promotion/Apprenticeship & Training Fund
- (including Carpenters' District Council of Ontario Training Trust Fund formerly N. American Health & Safety Fund)

Employee Deductions

Union Administration Fund
Ontario Construction Secretarial Fund
Union Dues Check-off
Foreman Differential:
Lead Hand Differential:
There must be a foreman on a project before a lead hand is assigned. (Example: Supervisor only - no lead hand.)

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

**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: 50 percent of journeyperson rate to be increased each period through four periods of training to 65 percent, 80 percent and 90 percent.

- **1st** year - 50% of journeyperson rate
- **2nd** year - 65% of journeyperson rate
- **3rd** year - 80% of journeyperson rate
- **4th** year - 90% of journeyperson rate

The above **1st** and **2nd** year rates will apply only to new apprentices, inducted after April 30, 2001.

60% of journeyperson rate and 70% of journeyperson rate will still apply to **1st** and **2nd** year apprentices inducted before April 30, 2001.

**1st** year apprentices will not have contributions made on their behalf in respect of pension during their first 1800 hours. This applies to new apprentices inducted after April 30, 2001.

Apprentices:

- **Oshawa** / ZONE 1
  - **June 11/01** $13.69
  - **May 1/02** $13.81
  - **May 1/03** $13.79
  - **1st period - 50%**
  - **2nd period - 65%**
  - **1st period - 60% of journeyperson rate**
  - **2nd period - 70% of journeyperson rate**
  - **3rd period - 90% of journeyperson rate**
  - **4th period - 90% of journeyperson rate**

- **Peterborough** / ZONE 2
  - **June 11/01** $13.37
  - **May 1/02** $13.37
  - **May 1/03** $13.37
  - **1st period - 50%**
  - **2nd period - 65%**
  - **1st period - 60% of journeyperson rate**
  - **2nd period - 70% of journeyperson rate**
  - **3rd period - 80% of journeyperson rate**
  - **4th period - 90% of journeyperson rate**

- **Cobourg** - ZONE 3/Belleville / ZONE 4
  - **June 11/01** $13.51
  - **May 1/02** $13.51
  - **May 1/03** $13.51
  - **1st period - 50%**
  - **2nd period - 65%**
  - **1st period - 60% of journeyperson rate**
  - **2nd period - 70% of journeyperson rate**
  - **3rd period - 80% of journeyperson rate**
  - **4th period - 90% of journeyperson rate**

**The above **1st** and **2nd** period rates will apply only to new apprentices, inducted after April 30, 2001.

**1st** period apprentices will not have contributions made on their behalf in respect of pension during their first 1800 hours. This applies to new apprentices inducted after April 30, 2001.

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

**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**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>Premium Breaks</td>
<td>General</td>
</tr>
<tr>
<td>8/40</td>
<td>1 1/2 x 1 st 2 hrs.</td>
<td>2x</td>
<td>2x</td>
<td>2 1/2 &amp; 3 1/2 x 1-1/7/ x</td>
</tr>
</tbody>
</table>
(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:
- Night Shift: 12:01 a.m. to 7:30 a.m.
- Day Shift: 8:00 a.m. to 4:30 p.m.
- Afternoon Shift: 4:30 p.m. to 12:00 a.m.

(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) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.

Occupied Premises

When due to the 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 the eight (8) hours mentioned above. If the second shift is utilized, the rate of pay shall be according to Article 7(b).

Before 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.

ARTICLE 11 - SCHEDULE "D" ZONES AND MILEAGE

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 thirty-two cents (.32) per km from the edge of the Free Zone to jobsite and return.

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

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

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.

Target Agreement:

Applies only to projects where non-union contractors are tendering against signatory contractors in Industrial, Commercial, and Institutional projects (I.C.I.), and where the Union agrees that this schedule shall apply, or where the contractor has successfully bid and been awarded a project that falls under the terms of this agreement and where the contractor can verify to the union by way of a bidders list, specific to the project.

1. Recognition - to apply to all projects eight million dollars ($8,000,000.00) and under.

2. The rate of pay on these projects will be 85% of the hourly rate, with all other contributions to remain as per the Collective Agreement.

3. 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 are to be mutually agreed upon by the employer and the union. (The hours of work may be increased if mutually agreed upon by the union and employer.)

4. Overtime - shall be paid at the rate of time and one half (1 1/2 X) for all hours beyond the regular hours of work. Any hours worked on Sundays and holidays are to be paid at double time (2X).

5. The above agreement shall remain in place until expiration of the Collective Agreement, on April 30, 2004, where it may or may not be re-negotiated.
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 where the contractor has contacted the Local Union in advance, and where the Union agrees that this schedule shall apply.

<table>
<thead>
<tr>
<th>Standard Hours Total 44</th>
<th>Overtime</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 x 9 Daily + 1 x 8</td>
<td>1½ x</td>
<td>2x</td>
<td>2½ x 3½ 1-1/2x hr. 2 hrs. 1 hr.</td>
</tr>
</tbody>
</table>

### Wage Rate:

a) Hourly rate - 85% of regular schedule with all other contributions to remain as per the collective agreement.

b) This Schedule may be modified by negotiation between the Union and the employer.

c) The above agreement shall remain in place until expiration of the Collective Agreement, on April 30, 2004, where it may or may not be re-negotiated.

### Carpenter L.U. 93 Ottawa (Zone 1)

#### Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS OR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$27.49</td>
<td>$2.75</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$35.31</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$27.76</td>
<td>$2.78</td>
<td>$1.59</td>
<td>$4.03</td>
<td>$36.26</td>
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<tr>
<td>May 1/03</td>
<td>$27.76</td>
<td>$2.78</td>
<td>$1.84</td>
<td>$4.78</td>
<td>$37.18</td>
</tr>
</tbody>
</table>

**Zone 1:** The Counties of Carlton (except the Township of Marlborough) and Russell and the Townships of Alfred and North and South Plantagenet in the County of Prescott.

**Employer Contributions**

- Association Administration Fund $0.13 $0.13 $0.13
- (Including Ont. Const. Secretariat Fund)
- Carpenters’ District Council of Ontario Training Trust Fund $0.06 $0.06 $0.06
- (formerly North American Health & Safety Fund)
- Local 93 Apprenticeship & Training Local 93 - Market Recovery Fund $0.32 $0.32 $0.32
- $0.43 $0.43 $0.43

**Employee Deductions**

- Union Administration Fund $0.50 $0.50 $0.50
- Ontario Construction Secretariat Fund $0.01 $0.01 $0.01
- Union Dues Check-off 2½ % of base rate

**Foreman Differential:** 8% of base rate

**Lead Hand:** 4% of base rate

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

**Apprentices:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year - 50% of journeyperson rate</td>
<td>$13.75</td>
<td>$13.88</td>
<td>$13.88</td>
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<tr>
<td>2nd year - 65% of journeyperson rate</td>
<td>$17.87</td>
<td>$18.04</td>
<td>$18.04</td>
</tr>
<tr>
<td>3rd year - 80% of journeyperson rate</td>
<td>$21.99</td>
<td>$22.21</td>
<td>$22.21</td>
</tr>
<tr>
<td>4th year - 90% of journeyperson rate</td>
<td>$24.74</td>
<td>$24.98</td>
<td>$24.98</td>
</tr>
</tbody>
</table>
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.

Industrial Standards Act
Both parties to this Agreement will jointly petition for the gazetting of this
Agreement re: the Carpentry Industry for the Ottawa Zone and will co-operate in the
enforcement of any regulations issued.

Make-Up Time
The parties agree to continue to monitor and further assess the need for make-up
time.

Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>After Daily Overtime</th>
<th>Saturday</th>
<th>Sunday and Holidays</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Premium</th>
<th>General</th>
<th>Inclement Weather</th>
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</thead>
<tbody>
<tr>
<td>8/40</td>
<td>2x</td>
<td>2x</td>
<td>2x</td>
<td>2hx &amp; 3x</td>
<td>2 x 10 min.</td>
<td>2 hrs</td>
<td>1 hr.</td>
<td></td>
</tr>
</tbody>
</table>

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 8:00 a.m. and
4:30 p.m. from Monday through Friday inclusive. When mutually agreed
upon by the employer and the union, the hours of work as aforemention,
may be from 7:30 a.m. to 4:00 p.m. or from 7:45 a.m. to 4:15 p.m. All work
performed outside of those hours will be considered as overtime work or
shift work (except as shown in Occupied Premises).
(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.
(d) A permit from the appropriate advisory committee will be required for all
overtime work or for shift work.

Overtime
(e) All overtime work shall be paid at twice the rate established herein for work
performed during the regular working period.
(f) 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 $7.00 as a food allowance or an equivalent meal provided by the
employer.

Shift Work
(g) 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 8:00 a.m. and finishing at 4:30 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.
(h) 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.
(i) 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.

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) Eight hours per day at the applicable straight time hourly rate to a
maximum of five (5) consecutive days within each seven (7) day cycle.
(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and
for all work performed on the sixth (6th) and seventh (7th) days, except
work performed on Saturdays, Sundays and Holidays which shall be paid at
double time.

Note: Reference to an Advisory Committee in these Ottawa Schedules means the
Advisory Committee established under the provisions of the Industrial
Standards Act.

ARTICLE 11 - SCHEDULE "D"
TRAVEL EXPENSES
(a) Where any project under construction by the employer is located outside of a
radius of thirty-five (35) km. from the corner of Preston Street and Carling
Avenue, Ottawa, employees shall be paid a travelling allowance of thirty-five
cents (.35) per km, both ways, by the most direct route by automobile
from the thirty-five (35) km. radius to the project.
(b) Employees who are required by the employer to temporarily relocate and
reside at or near a project away from home shall have transportation paid
to and from the project once each way. Actual time spent travelling to such a project shall be paid at the regular rate up to a maximum of eight (8) hours in any one day. When such relocation is required, the sum of seventy dollars ($70.00) will be paid for board and lodging. No deduction of board and lodging allowance is to be made for Statutory Holidays or days lost through no fault of the employee. Such payments will be itemized on the pay envelopes. Where adequate board and lodging is provided by the employer, payments for board and lodging outlined above will be eliminated.

L.U. 93
Carpenter Ottawa (Zone 2, Cornwall)

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$25.35</td>
<td>$2.54</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$32.96</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$25.63</td>
<td>$2.56</td>
<td>$1.69</td>
<td>$4.03</td>
<td>$33.91</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$25.63</td>
<td>$2.56</td>
<td>$1.84</td>
<td>$4.78</td>
<td>$34.81</td>
</tr>
</tbody>
</table>

(Zone 2): The Counties of Stormont and Glengarry and surrounding Townships as follows: Williamsburg, Winchester, East Hawkesbury, West Hawkesbury, Longueuil and Caledonia.

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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
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<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>June 1/01</td>
<td>$22.37</td>
<td>$2.24</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$29.68</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$22.65</td>
<td>$2.26</td>
<td>$1.69</td>
<td>$4.03</td>
<td>$30.63</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$22.65</td>
<td>$2.26</td>
<td>$1.84</td>
<td>$4.78</td>
<td>$31.53</td>
</tr>
</tbody>
</table>

Employer Contributions

Association Administration Fund
$0.13 $0.13 $0.13

Carpenters' District Council of Ontario Training Trust Fund
$0.06 $0.06 $0.06

(formerly North American Health & Safety Fund)

Local 93 Apprenticeship & Training
$0.32 $0.32 $0.32

Local 93 - Market Recovery Fund
$0.43 $0.43 $0.43

Employee Deductions

Union Administration Fund
$0.50 $0.50 $0.50

Ontario Construction Secretariat Fund
$0.01 $0.01 $0.01

Union Dues Check-off
2 1/2% of base rate

Foreman Differential:
8% of base rate

Lead Hand:
4% of base rate

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.
When hiring the employer the Union's request, but in no event more than a ratio of one (1) apprentice to five (5) journeymen, unless by mutual consent between the Union and the Employer.

**Article 7 - SCHEDULE D**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>General</td>
<td>Inclement Weather</td>
</tr>
<tr>
<td>8/40</td>
<td>1 1/2 x 1 1/2 hr.</td>
<td>2x</td>
<td>2x</td>
<td>2 2/2 1/2 x</td>
</tr>
</tbody>
</table>

**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 8:00 a.m. and 4:30 p.m. from Monday through Friday inclusive. When mutually agreed upon by the employer and the union, the hours of work as aforementioned, may be from 7:30 a.m. to 4:00 p.m. or from 7:45 a.m. to 4:15 p.m. All work performed outside of those hours will be considered as overtime work or shift work (except as shown in Occupied Premises).

(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.

(d) A permit from the appropriate advisory committee will be required for all overtime work or for shift work.

**Overtime Rates**

(e) Time and a half will be paid for the first two (2) hours' overtime after the end of the regular day as provided in (a) on Monday through Friday.

(f) 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 $6.00 as a food allowance or an equivalent meal provided by the employer.

**Shift Work**

(g) 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 8:00 a.m. and finishing at 4:30 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.

(h) In the event that a shift, other than the day shift, is not of 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.

(i) 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.

**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) Eight (8) hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.

(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days, except work performed on Saturdays, Sundays and Holidays which shall be paid at double time.
MAINTENANCE OF EXISTING COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES

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.

Maintenance shall not include additions to or alterations of existing buildings.

ARTICLE 11 - TRAVEL, ROOM AND BOARD

(a) In Zone 2 a forty (40) kilometre radius shall be established around each jobsite. An employee who is required to travel from beyond this radius shall be paid thirty-five cents (35) per km, each way from his home to the radius line.

(b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

ARTICLE 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$22.20</td>
<td>$2.22</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$29.49</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$22.47</td>
<td>$2.25</td>
<td>$1.69</td>
<td>$4.03</td>
<td>$30.44</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$22.47</td>
<td>$2.25</td>
<td>$1.84</td>
<td>$4.76</td>
<td>$31.34</td>
</tr>
</tbody>
</table>

Employer Contributions

- Association Administration Fund
  - June 1/01: $0.13
  - May 1/02: $0.13
  - May 1/03: $0.13

- Carpenters' District Council of Ontario
  - June 1/01: $0.66
  - May 1/02: $0.66
  - May 1/03: $0.66

- Training Trust Fund
  - Formerly North American Health & Safety Fund
  - Local 93 Apprenticeship & Training
    - June 1/01: $0.32
    - May 1/02: $0.32
    - May 1/03: $0.32
  - Local 93 - Market Recovery Fund
    - June 1/01: $0.43
    - May 1/02: $0.43
    - May 1/03: $0.43

Employee Deductions

- Union Dues Check-off
  - 2½% of base rate
- Foreman Differential
  - 8% of base rate
- Lead Hand
  - 4% of base rate
Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.

**Apprentices**: 50 percent of journeyman rate increased each period through four periods of training to 65 percent, 80 percent and 90 percent.

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year - 50% of journeyperson rate</td>
<td>$12.53</td>
<td>$12.67</td>
<td>$12.67</td>
</tr>
<tr>
<td>2nd year - 65% of journeyperson rate</td>
<td>$16.28</td>
<td>$16.46</td>
<td>$16.46</td>
</tr>
<tr>
<td>3rd year - 80% of journeyperson rate</td>
<td>$20.04</td>
<td>$20.26</td>
<td>$20.26</td>
</tr>
<tr>
<td>4th year - 90% of journeyperson rate</td>
<td>$22.55</td>
<td>$22.80</td>
<td>$22.80</td>
</tr>
</tbody>
</table>

**Maintenance Apprentices**: 

<table>
<thead>
<tr>
<th>Maintenance Apprentices</th>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year - 50% of journeyperson rate</td>
<td>$11.10</td>
<td>$11.24</td>
<td>$11.24</td>
</tr>
<tr>
<td>2nd year - 65% of journeyperson rate</td>
<td>$14.43</td>
<td>$14.61</td>
<td>$14.61</td>
</tr>
<tr>
<td>3rd year - 80% of journeyperson rate</td>
<td>$17.76</td>
<td>$17.98</td>
<td>$17.98</td>
</tr>
<tr>
<td>4th year - 90% of journeyperson rate</td>
<td>$19.98</td>
<td>$20.22</td>
<td>$20.22</td>
</tr>
</tbody>
</table>

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) journeyperson's, unless by mutual consent between the Union and the Employer.

**Article 7 - SCHEDULE**

<table>
<thead>
<tr>
<th>Overtime</th>
<th>Standard Hours</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00</td>
<td>1/10 x 1/10</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>9:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>10:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>11:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>12:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>13:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>14:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>15:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>16:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>17:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>18:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>19:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>20:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>21:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>22:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
<tr>
<td>23:00</td>
<td>2 hrs.</td>
<td>2x</td>
<td>2 x</td>
<td>2 x 10 min., 2 hrs., 1 hr.</td>
</tr>
</tbody>
</table>

**Hours of Work**

(a) Forty (40) hours shall constitute a week's work, eight (8) hours a day, worked from Monday to Friday inclusive. No member of the union shall be permitted to work more than forty (40) hours except as provided for in this schedule or with the express permission of the Business Agent.

**Overtime**

(b) Work performed in excess of the regular working 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 six dollars ($6.00) as a food allowance.

**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 rate 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.

**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) Eight (8) hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.

(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days, except work performed on Saturdays, Sundays and Holidays which shall be paid at double time.
MAINTENANCE OF EXISTING COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES

(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.

TRAVEL ALLOWANCE

(a) A forty (40) kilometre radius shall be established around each job site. An employee who is required to travel from beyond this radius shall be paid thirty-five cents (.35) per km, each way from his home to the radius line.

(b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$27.45</td>
<td>$2.74</td>
<td>$1.30</td>
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<td>$36.49</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$28.31</td>
<td>$2.83</td>
<td>$1.30</td>
<td>$5.00</td>
<td>$37.44</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$29.63</td>
<td>$2.98</td>
<td>$1.30</td>
<td>$5.40</td>
<td>$38.19</td>
</tr>
</tbody>
</table>

Employer Contributions

- Association Administration Fund: $0.30 June 11/01, $0.30 May 1/02, $0.30 May 1/03
- Apprenticeship, Training and Industry Fund: $0.36 June 11/01, $0.36 May 1/02, $0.51 May 1/03
- (including Apprenticeship, Training and Industry Fund formerly North American Health & Safety Fund)

Employee Deductions

- Union Administration Fund: $0.50 June 11/01, $0.50 May 1/02, $0.50 May 1/03
- Ontario Const. Secretariat Fund (L.C.L only): $0.01 June 11/01, $0.01 May 1/02, $0.01 May 1/03
- Union Dues Check-off: $0.50 June 11/01, $0.50 May 1/02, $0.50 May 1/03

Foreman Differential

- General Foreman: $3.00 when over 50 journeymen on site
- Area Foreman: $2.00 after 10 men employed
- Foreman: $1.50

Apprentices

Employer may employ apprentices at a ratio of one to five (1:5) i.e., for every five journeymen on the job there may be one apprentice. Sixty percent of journeyman rate increased 5 percent each half year period through four periods to 95 percent.

Apprentices: June 11/01 May 1/02 May 1/03

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage of Journeyman Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st period: 1st half</td>
<td>60%</td>
<td>$16.47</td>
</tr>
<tr>
<td>1st period: 2nd half</td>
<td>65%</td>
<td>$16.99</td>
</tr>
<tr>
<td>2nd period: 1st half</td>
<td>70%</td>
<td>$18.40</td>
</tr>
<tr>
<td>2nd period: 2nd half</td>
<td>75%</td>
<td>$18.84</td>
</tr>
<tr>
<td>3rd period: 1st half</td>
<td>80%</td>
<td>$20.59</td>
</tr>
<tr>
<td>3rd period: 2nd half</td>
<td>85%</td>
<td>$21.23</td>
</tr>
<tr>
<td>4th period: 1st half</td>
<td>90%</td>
<td>$23.33</td>
</tr>
<tr>
<td>4th period: 2nd half</td>
<td>95%</td>
<td>$25.48</td>
</tr>
</tbody>
</table>
Vacation Pay 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 $3.00 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.

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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts Premium</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and holidays</td>
<td>2x 1-1/2x</td>
<td>2x 10 min.</td>
</tr>
<tr>
<td>Fri. 6 hrs. to 2:30 p.m.</td>
<td>2x</td>
<td>2x</td>
<td>2x</td>
<td>3&quot; 8 hrs. pay for 6 hrs. work</td>
</tr>
</tbody>
</table>

(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 employee. 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 employees.

**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' work 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 shift and in the third shift, lunch period shall be included in the above mentioned hours, 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' work on Fridays, and six (6) hours' work 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 aforementioned 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 the first Sombra Township road South of Canadian Industries Ltd. then Easterly to Highway #21 and North on Highway #21 to the Junction of Highway #402 and #21, then North to Lake Huron on Plympton Sideroad #15, including any job or
project with direct access off Highway #21 or Plympton Sideroad #15. 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.

(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.
**Article 7 - SCHEDULE D**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime Premium</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/40</td>
<td>2x 2x 2x</td>
<td>2x</td>
<td>After Daily Hours Saturday Sunday and Holidays 2 3 1 1/7 2 x 10 min. 2 hrs. 1 hr.</td>
</tr>
</tbody>
</table>

**Vacation Pay and Statutory Holiday Pay**

Employees shall be paid regular wages.

**Premium Pay**

(a) Employees working forty (40) feet or more above ground level on structural steel, scaffolding, pitched roof or trestle work shall be paid thirty cents (0.30) 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 twenty-five cents (0.25) more than their regular rate.

(c) Employees engaged in work pertaining to Piling, Shoring, Bracing, Loading and Handling of pile, including all burning and welding, shall be paid thirty cents (0.30) per hour over their regular rate.

**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.

(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.

**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 thirty-seven cents (.37) per km, each way in lieu of travelling time. This rate to increase to thirty-nine (.39) per km May 1, 2002 and forty-one (.41) per km May 1, 2003 respectively. 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 thirty-seven cents (.37) per km, (Thirty-nine (.39) per km May 1, 2002 and forty-one (.41) per km May 1, 2003.) 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 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 thirty-five dollars ($35.00) per day worked for meal/board allowance on signing. This to increase to thirty-seven ($37.00) per day May 1, 2002 and thirty-nine ($39.00) per day May 1, 2003.

(d) On projects located beyond 160 road kilometers 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 446 of the United Brotherhood of Carpenters and Joiners of America, 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 Builders Exchange.

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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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
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<td>$1.79</td>
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Employer Contributions

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<tr>
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<th>Association Administration Fund</th>
<th>Apprenticeship &amp; Training Fund</th>
<th>Industry Fund</th>
<th>Local Union Promotion Fund</th>
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<tr>
<td>May 1/02</td>
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<td>$0.15</td>
<td>$0.06</td>
<td>$0.20</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$0.13</td>
<td>$0.15</td>
<td>$0.06</td>
<td>$0.20</td>
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Employee Deductions

<table>
<thead>
<tr>
<th>Date</th>
<th>Association Administration Fund</th>
<th>Apprenticeship &amp; Training Fund</th>
<th>Industry Fund</th>
<th>Local Union Promotion Fund</th>
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<td>$0.84</td>
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<td>May 1/02</td>
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<td>$0.84</td>
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<td>May 1/03</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.83</td>
<td>$0.84</td>
</tr>
</tbody>
</table>

Foreman Differential: 8% of journeyperson rate

Lead Hand Differential: 4% of journeyperson rate
Apprentices:  
June 11/01  May 1/02  May 1/03
1-899 hrs - 60% of journeyperson rate  $16.54  $16.70  $16.73  
900-1799 hrs - 65% of journeyperson rate  $17.91  $18.10  $18.12  
1800-3599 hrs - 70% of journeyperson rate  $19.29  $19.49  $19.52  
3600-4499 hrs - 75% of journeyperson rate  $20.67  $20.88  $20.91  
4500-5399 hrs - 80% of journeyperson rate  $22.05  $22.27  $22.30  
5400-7200 hrs - 90% of journeyperson rate  $24.80  $25.06  $25.09  

Maintenance Apprentices:  
June 11/01  May 1/02  May 1/03
1-899 hrs - 60% of journeyperson rate  $14.06  $14.20  $14.21  
900-1799 hrs - 65% of journeyperson rate  $15.23  $15.37  $15.40  
1600-3599 hrs - 70% of journeyperson rate  $16.40  $16.56  $16.58  
3600-4499 hrs - 75% of journeyperson rate  $17.57  $17.75  $17.77  
4500-5399 hrs - 80% of journeyperson rate  $18.74  $18.93  $18.95  
5400-7200 hrs - 90% of journeyperson rate  $21.09  $21.29  $21.32  

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

Make-Up Time
The parties agree to continue to monitor and further assess the need for make-up time.

Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts Premium</th>
<th>Work Hours</th>
<th>Reporting Pay</th>
</tr>
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<tbody>
<tr>
<td>8/40 2x 2 hrs. 2x after</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>2x 2x</td>
<td>2 x 10 min.</td>
</tr>
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</table>

Hours of Work
(a) Forty (40) hours shall constitute a week's work, eight (8) hours a day worked from Monday to Friday inclusive. No member of the Union shall be permitted to work more than forty (40) hours except as provided for in this Schedule or with the express permission of the Business Agent.

(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 the overtime period exceeds two (2) hours, they shall receive six dollars ($6.00) as a food allowance.

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

(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.

MILEAGE AND ROOM AND BOARD

(a) A forty (40) kilometre radius shall be established around each jobsite. An employee who is required to travel from beyond this radius shall be paid thirty-two cents (.32) each way from his home to the radius line.

(b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

<table>
<thead>
<tr>
<th>L.U. 2486</th>
<th>Sudbury</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
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<tr>
<td>Article 6 - SCHEDULE D</td>
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WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
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<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
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<td>May 1/03</td>
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<tr>
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<td>$36.35</td>
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Employer Contributions

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<th>May 1/03</th>
</tr>
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<tbody>
<tr>
<td>$(including Ont. Const. Secretariat Fund)</td>
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<td>$0.12</td>
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<tr>
<td>Apprenticeship Fund</td>
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<td>$0.14</td>
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<tr>
<td>(including Carpenters' District Council of Ontario Training Trust Fund formerly North American Health &amp; Safety Fund)</td>
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<tr>
<td>Local Union Promotion Fund</td>
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Employee Deductions

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<td>Ontario Construction Secretariat Fund</td>
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<td>Supplementary Union Check-off</td>
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Foreman Differential: 8%

Sub-Foreman Differential: 5%

Apprentices:

<table>
<thead>
<tr>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
<th>Nov. 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-499 hrs - 50% of journeyperson rate</td>
<td>$13.38</td>
<td>$13.38</td>
<td>$13.38</td>
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<tr>
<td>500-899 hrs - 60% of journeyperson rate</td>
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<td>900-1799 hrs - 65% of journeyperson rate</td>
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<td>$17.39</td>
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<tr>
<td>1800-3599 hrs - 70% of journeyperson rate</td>
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<td>$18.73</td>
<td>$18.73</td>
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<tr>
<td>3600-4499 hrs - 75% of journeyperson rate</td>
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<tr>
<td>5400-7200 hrs - 90% of journeyperson rate</td>
<td>$24.08</td>
<td>$24.08</td>
<td>$24.08</td>
</tr>
</tbody>
</table>
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 Education and Training. 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 Education and Training.

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.

Table: Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th></th>
<th>Overtime</th>
<th>Shifts Premium</th>
<th>Work Breaks</th>
<th>General</th>
<th>Indemnity</th>
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<td></td>
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<td></td>
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</tbody>
</table>

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 (1/2) 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 (1/2) 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 (1/2) 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 in 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**

(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 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 free lunch and a 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 $12.00 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 thirty-six cents (.36) June 11, 2001, thirty-eight (.38) May 1, 2002, forty cents (.40) May 1, 2003 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 thirty dollars ($30.00) per day, June 11, 2001, thirty dollars per day May 1, 2002 and thirty-two dollars ($32.00) May 1, 2003 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 thirty dollars ($30.00) June 11, 2001 (thirty dollars) $30.00 May 1, 2002 (thirty-two dollars $32.00) May 1, 2003 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 thirty dollars ($30.00) per day June 11, 2001, thirty dollars ($30.00) per day May 1, 2002 and thirty-two dollars ($32.00) per day May 1, 2003 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 thirty-six cents (.36) June 11, 2001 and thirty-eight cents (.38) May 1, 2002 and forty cents (.40) May 1, 2003 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 thirty dollars ($30.00) June 11, 2001, thirty dollars ($30.00) May 1, 2002, thirty-two dollars ($32.00) May 1, 2003 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 thirty dollars ($30.00) June 11, 2001, thirty dollars ($30.00) May 1, 2002, thirty-two dollars ($32.00) May 1, 2003 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 thirty dollars ($30.00) June 11, 2001, thirty dollars ($30.00) May 1, 2002, thirty-two dollars ($32.00) May 1, 2003 per day as well as the applicable room being provided as mentioned above.

(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 thirty-six cents (.36) per travelled road kilometre
June 11, 2001 thirty-eight cents (.38) May 1, 2002 and forty cents (.40)
May 1, 2003 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.
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 Education Training, Colleges and Universities. 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 Education Training, Colleges and Universities.

The Union and the Employers shall strive to place one apprentice for every five 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.

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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>General</td>
</tr>
<tr>
<td>8/40</td>
<td>1/2 x first 2 hrs after</td>
<td>2x</td>
<td>2x</td>
<td>2 x 10 min.</td>
</tr>
</tbody>
</table>

Hours of Work
(a) 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.
(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 $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 (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 thirty-six cents (.36) per kilometre, as of June 11, 2001, thirty-eight cents (.38) per kilometre May 1, 2002 and forty cents (.40) per kilometre May 1, 2003. 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 Lakehead Labour Centre 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 Lakehead Labour Centre. 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 thirty-six cents (.36) per kilometre as of June 11, 2001, thirty-eight cents (.38) per kilometre as May 1, 2002 and forty cents (.40) per kilometre as of May 1, 2003 on the basis of road 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-five (45) 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 $31.00 per day upon signing of the agreement, $32.00 May 1, 2002 and $33.00 May 1, 2003 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. 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. 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.

**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.
Carpenter

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS

FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
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<tbody>
<tr>
<td>June 11/01</td>
<td>$28.06</td>
<td>$2.81</td>
<td>$2.35</td>
<td>$4.34</td>
<td>$37.56</td>
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<td>May 1/02</td>
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<td>$2.88</td>
<td>$2.35</td>
<td>$4.34</td>
<td>$38.36</td>
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<td>May 1/03</td>
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<td>$2.96</td>
<td>$2.35</td>
<td>$4.34</td>
<td>$39.26</td>
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Total Wage Package includes a Premium Transportation allowance for OLRB Area #8.

Employer Contributions

<table>
<thead>
<tr>
<th>Association Administration Fund</th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dues Supplement</td>
<td>$0.19</td>
<td>$0.19</td>
<td>$0.19</td>
</tr>
</tbody>
</table>

Apprenticeship and Training Fund (including Carpenters' District Council of Ontario Training Trust Fund formerly North American Health & Safety Fund)

| June 11/01       | $0.40   |
| May 1/02         | $0.50   |
| May 1/03         | $0.60   |

Employee Deductions

<table>
<thead>
<tr>
<th>Union Administration Fund</th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dues Check-off</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$0.01</td>
</tr>
</tbody>
</table>

Carpenters' Industry Promotional Fund (CIPF)

| June 11/01   | $0.82 |
| May 1/02     | $0.92 |
| May 1/03     | $1.22 |

Foreman Differential:

| $2.80 | $2.80 | $2.80 |

Leadhand Differential:

| $2.10 | $2.10 | $2.10 |

Apprentices:

| First Term 1800 hrs. | $13.71 | $14.08 | $14.49 |
| Second Term 1800 hrs. | $16.66 | $17.10 | $17.59 |
| Third Term 1800 hrs. | $19.50 | $20.01 | $20.58 |
| Fourth Term 1800 hrs. | $23.78 | $24.40 | $25.10 |

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 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) 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.

Disbursement of Vacation Pay Fund Interest

(a) The interest earned by the investment of the monies in such fund shall be firstly applied against the administration costs of the Vacation Pay Fund and any deficit caused by the delinquency of a contributing Employer. Fifty percent (50%) of the balance shall be paid to the General Contractors' Section of the Toronto Construction Association as a contribution by the contributing Employer to the costs of negotiating and administering the terms and conditions of this Agreement and fifty percent (50%) of the balance shall be paid to the Union.
(b) The Employer further agrees to guarantee in each year the sum of Twelve Thousand Five Hundred Dollars ($12,500) and the Carpenters District Council agrees to guarantee Twelve Thousand Five Hundred Dollars ($12,500) to apply against any deficit over and above the interest earned in that year after deduction of administration costs.

**Article 7 - SCHEDULE D**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Premium</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>8(37)½ to 2 p.m. Friday</td>
<td>1½ x 3rd hr. 3 hrs. 2x after</td>
<td>2x</td>
<td>2 x 10 min.</td>
<td>2 hrs. 1 hr.</td>
</tr>
</tbody>
</table>

**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.

(d) When multiple shifts are worked on Saturdays, Sundays and recognized holidays the above sections (a), (b) and (c) shall apply.

(e) 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 employee, except the Foreman, shall be permitted to work more than one shift in any twenty-four (24) hours.

(f) Canteen buildings of less than eight (8) storeys or more shall be known as the starting point. The employee shall leave the site after providing for tools and equipment at 8:00 a.m. and proceed to work on the employer's time. The employee shall not leave the site after providing for tools and equipment at 8:00 a.m. and proceed to work on the employer's time. The employee shall proceed to work at 12:00 noon and proceed to lunch on his own time. The employee shall proceed to work at 12:30 p.m. on the employer's time and shall leave the job at 4:30 p.m. and return to the starting point on his own time. On all buildings of eight (8) storeys or more the starting point shall be five and one-half (5½) hours. Work outside these hours shall be overtime work except as provided herein on shift work.

(g) All work performed in excess of the regular working day as defined in section (a) 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 (1½) and work performed after the three (3) hours of overtime shall be at double time. When overtime is performed on the 2nd or 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. Work performed on Saturday for the safeguarding of or concrete pour and carpenters engaged in such work shall be paid at double time.

(h) Work performed on Saturdays and Sundays will be deemed overtime work and paid for at the rate of double time.

(i) Overtime Break - A ten (10) minute break will be provided between shifts when overtime is to exceed two (2) hours.

**ARTICLE 11 - SCHEDULE "D" AREA AND TRAVELLING EXPENSES**

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 94; thereafter the east boundary of Highway 94 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 Boundary of the Highway running East and West through Snagville 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: $7.00 per day
All work in Zone 3: $8.00 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 $5.00 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 Barne
OLRB Area #18

Carpenter
Article 6 - SCHEDULE D
WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
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<td>$35.09</td>
<td></td>
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</table>

Employer Contributions

Association Administration Fund
(including Ont. Const. Secretariat Fund)
- Dues Supplement

$0.40 $0.50 $0.60

Apprenticeship and Training Fund
(Including Apprentices' District Council of Ontario Training Trust Fund formerly North American Health & Safety Fund)

$0.80 $0.90 $1.20

Carpenters' Industry Promotion Fund (CIPF)

$0.01 $0.01 $0.01

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:

10% 10% 10%

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

Apprentices:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>First Term 1800 hrs.</th>
<th>Second Term 1800 hrs.</th>
<th>Third Term 1800 hrs.</th>
<th>Fourth Term 1800 hrs.</th>
</tr>
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<tr>
<td>June 11/01</td>
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</table>

First year apprentices hired after June 9th, 1986 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 Apprentices 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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shits</th>
<th>Work</th>
<th>Reporting Pay</th>
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<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>Premium Breaks</td>
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<tr>
<td>8/40</td>
<td>1 2/3 hr.</td>
<td>2x</td>
<td>2x</td>
<td>2 1/3 hrs</td>
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</table>

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 Toronto District Council (OLRB Area #18)

Travelling Expenses

(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 thirty-four cents (.34) 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-five dollars and fifty cents ($25.50).

(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.
Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
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Employer Contributions

- Association Administration Fund: $0.12
- Apprenticeship Training Fund: $0.15
- Carpenters District Council of Ontario Training Trust Fund: $0.06
- Union Promotion Fund: $0.25

Employee Deductions

- Union Administration Fund: $0.50
- Ontario Construction Secretariat Fund: $0.01
- Supplementary Union Dues Check-off: $0.55
- Foreman Differential: $2.00

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

Apprentices:

<table>
<thead>
<tr>
<th>Year</th>
<th>June 1/01</th>
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<td>1st Year - 50% of journeyperson rate</td>
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<td>$13.53</td>
<td>$13.37</td>
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<td>2nd Year - 60% of journeyperson rate</td>
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<td>3rd Year - 70% of journeyperson rate</td>
<td>$18.73</td>
<td>$18.94</td>
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<td>4th Year - 85% of journeyperson rate</td>
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</table>

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.

Premium Pay

Employees working on 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.

Disbursement of Vacation Pay Fund Interest

(a) The income earned by the investment of the monies in the Trust Fund shall be applied firstly to the cost of administration, the printing and distribution of all forms in the operation of the Trust Fund and any liability under the Income Tax Act, and secondly, in accordance with clause 16 (ii) of the Vacation and Holiday Pay Trust Fund Application, any deficit caused by the bankruptcy of a contributing employer.

(b) Any balance remaining in the earnings of the Fund when all items in (a) are paid, shall be set up as a reserve and to the extent approved by the Director of Employment Standards under the Employment Standards Act, shall be equally distributed between the General Contractor, Carpentry Contractors, Section of the London and District Construction Association and the United Brotherhood of Carpenters and Joiners of America on behalf of Local Unions 1946, 2222, 2451 and 2050.

Article 7 - SCHEDULE D

Regular Working Hours

(a) The regular working day shall consist of eight (8) hours work between 6:00 a.m. and 4:30 p.m. with one-half (½) 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. Double the regular rate of pay to be paid for overtime work, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising his right.

Salary

- 1st Year - 50% of journeyperson rate
- 2nd Year - 60% of journeyperson rate
- 3rd Year - 70% of journeyperson rate
- 4th Year - 85% of journeyperson rate

Foreman Differential: $2.00

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

Apprentices:

Premium Pay

Employees working on 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.

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Article 7 - SCHEDULE D

Regular Working Hours

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(b) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above. Double the regular rate of pay to be paid for overtime work, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising his right.

Premium Pay

Employees working on 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.

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Article 7 - SCHEDULE D

Regular Working Hours

(a) The regular working day shall consist of eight (8) hours work between 6:00 a.m. and 4:30 p.m. with one-half (½) 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. Double the regular rate of pay to be paid for overtime work, and such overtime, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising his right.

Premium Pay

Employees working on 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.

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(b) Any balance remaining in the earnings of the Fund when all items in (a) are paid, shall be set up as a reserve and to the extent approved by the Director of Employment Standards under the Employment Standards Act, shall be equally distributed between the General Contractor, Carpentry Contractors, Section of the London and District Construction Association and the United Brotherhood of Carpenters and Joiners of America on behalf of Local Unions 1946, 2222, 2451 and 2050.
(c) For work required on concrete pours, members shall be paid at one and one-half times the regular rates of pay for this first hour and a half of overtime work. However, it is further agreed and understood that no more than three (3) hours' overtime at the reduced rate of one and one-half times the regular rate of pay shall be worked by any member in any one working week. This shall not apply on shift work.

(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 (½) hour will be provided on the employer's time and where practicable food will be made available.

(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 (1¼) 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 1½ 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.

(n) No employee transferred to shift work shall lose any actual working hours because of the transfer.

Irregular Working Hours

(o) 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.

(p) Any work performed under these conditions, outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid at straight time rates, save and except when overtime rates apply.

Training Funds

The parties agree to a jointly trusteed Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each apprentice will be given a two hour WHMIS indoctrination course.

Travel Expense

(a) Zone #1
Any work project that is commenced in the counties of Elgin, Oxford and Middlesex shall have a forty-eight (48) 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.

(b) Zone #2
Zone #2 shall be that area between the forty-eight (48) and sixty-four (64) kilometre radius of London City Hall. All employees performing any
work in this Zone shall receive Travel Expense at the rate of seven dollars ($7.00) 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 thirteen dollars ($13.00) 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 eighteen dollars ($18.00) 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 twenty-four cents (.24) 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.

(g) In all cases where kilometrage is paid the most direct and practical route shall be used in calculating expenses measured from London City Hall.

**Board Allowance**

(h) Board Allowance at the rate of thirty-three dollars ($33.00) 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 twenty-four cents (.24) 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-one (161) km. or more from London City Hall, employees shall receive a return trip, calculated at the kilometrage rate in (j) 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 as defined in (h) or the rate in the Agreement applicable to the area where the project is located whichever is highest.

**Apprentices**
The parties agree to establish a Local Apprenticeship Committee for Local Union 1946.
Carpenters Formwork Schedule

The following rates and conditions shall apply on all concrete forming and stripping done by Carpenter members of Local 1946 in the geographical jurisdiction of Local 1946.

ARTICLE 1 - JURISDICTION - Jurisdiction shall be as traditionally practiced in the area.

ARTICLE 2 - HOURS OF WORK - The regular work week shall be of up to forty-four (44) hours duration, Monday to Friday. Notwithstanding Article 3 below, overtime shall be paid for hours worked in excess of nine (9) hours in a day or in excess of Forty-four (44) hours in a week and shall be paid for at the rate of time and one-half (1 1/2) the regular rate of pay. Notwithstanding Article 3 below, work performed on Saturdays, Sundays and Statutory Holidays shall be paid at double (2x) the regular rate of pay. Overtime shall be voluntary and shall be shared as equally as possible among members of the forming crew.

ARTICLE 3 - MAKE UP TIME - In the event that circumstances prevent an employee from working up to forty four (44) hours in any week, or up to nine (9) hours in any day, then by mutual agreement with the employer, the employees may work up to ten (10) hours in any day and up to eight (8) hours on Saturday at regular rates of pay during the remainder of the week that hours were missed.

ARTICLE 4 - DURATION - This Formwork Schedule shall have as its termination date, the date on which this Collective Agreement is either continued or renewed but in no instance shall it expire prior to April 30, 2004. Projects tendered or projects underway at the end date of expiry shall continue to operate under this schedule if applicable.

ARTICLE 5 - RATES OF WAGES - The package rates of wages applicable to employees working under this schedule shall be as follows:

Carpenters Formwork Schedule

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
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<td>May 1/03</td>
<td>$25.25</td>
<td>$2.52</td>
<td>$1.79</td>
<td>$4.03</td>
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Employer Contributions

<table>
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<tr>
<th>Association Administration Fund</th>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
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<tbody>
<tr>
<td>(Including Ont. Const. Secretariat Fund)</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
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<tr>
<td>Apprenticeship Training Fund</td>
<td>$0.15</td>
<td>$0.20</td>
<td>$0.20</td>
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<tr>
<td>Carpenters District Council of Ontario Training Trust Fund (formerly North American Health &amp; Safety Fund)</td>
<td>$0.06</td>
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</tr>
<tr>
<td>Union Promotion Fund</td>
<td>$0.25</td>
<td>$0.25</td>
<td>$0.25</td>
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</table>

Employee Deductions

<table>
<thead>
<tr>
<th>Union Administration Fund</th>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ontario Construction Secretariat Fund</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
</tr>
<tr>
<td>Supplementary Union Dues Check-off</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$0.01</td>
</tr>
<tr>
<td>Foreman Differential</td>
<td>$0.55</td>
<td>$0.60</td>
<td>$0.60</td>
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</table>

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

Apprentices:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>50% of journeyperson rate</td>
</tr>
<tr>
<td>2nd Year</td>
<td>60% of journeyperson rate</td>
</tr>
<tr>
<td>3rd Year</td>
<td>70% of journeyperson rate</td>
</tr>
<tr>
<td>4th Year</td>
<td>85% of journeyperson rate</td>
</tr>
</tbody>
</table>

All regular deductions and contributions shall apply as per Schedule D.
SCHEDULE FOR ALL PROJECTS WITH A CONTRACT VALUE OF LESS THAN $20,000,000

This schedule shall apply to all Projects with a contract value of less than $20,000,000 where there is tendering competition from general contractors not signatory to the U.B.C.J.A. This Schedule shall not interfere with the application of the Formwork Schedule above.

ARTICLE 1 - HOURS OF WORK - The regular work week shall be of up to forty four (44) hours duration, Monday to Friday. Notwithstanding Article 3 below, overtime shall be paid for hours worked in excess of nine (9) hours in a day or in excess of forty four (44) hours in a week and shall be paid for at the rate of time and one-half (1 1/2) the regular rate of pay. Notwithstanding Article 3 below, work performed on Saturdays, Sundays and Statutory Holidays shall be paid at double (2x) the regular rate of pay. Overtime shall be voluntary and shall be shared as equally as possible among members of the crew.

ARTICLE 2 - MAKE UP TIME - In the event that circumstances prevent an employee from working up to forty four (44) in any week, or up to nine (9) hours in any day, then by mutual agreement with the employer, the employees may work up to (10) hour in any day and up to eight (8) hours on Saturday at regular rates of pay during the remainder of the week that hours were missed.

ARTICLE 3 - DURATION - This Schedule for Projects less than $20,000,000 shall have as its termination date, the date on which this Collective Agreement is either continued or renewed but in no instance shall it expire prior to April 30, 2004. Projects tendered or projects underway at the date of expiry shall continue to operate under this schedule if applicable.

ARTICLE 4 - RATES OF WAGES - Rates for wages for this schedule shall be determined on a project basis by agreement between the Union and the Employer.
Disbursement of Vacation Pay Fund Interest
(a) The income earned by the investment of the monies in the Trust Fund shall be applied firstly to the cost of administration, the printing and distribution of all forms in the operation of the Trust Fund and any liability under the Income Tax Act, and secondly, in accordance with clause 16 (ii) of the Vacation and Holiday Pay Trust Fund Application, any deficit caused by the bankruptcy of a contributing employer.
(b) Any balance remaining in the earnings of the Fund when all items in (a) are paid, shall be set up as a reserve and to the extent approved by the Director of Employment Standards under the Employment Standards Act, shall be equally distributed between the General Contractor, Carpenter Contractors, Section of the London and District Construction Association and the United Brotherhood of Carpenters and Joiners of America on behalf of Local Unions 1946 and 2222.

Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime Premium</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00</td>
<td>2x</td>
<td>2x</td>
<td>2x</td>
<td>2x x 10 min.</td>
</tr>
<tr>
<td>5:30</td>
<td>2X</td>
<td>2X</td>
<td>2X</td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

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 (½) 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. Double the regular rate of pay to be paid for overtime work, 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 on concrete pours, members shall be paid at one and one-half times the regular rates of pay for this first hour and a half of overtime work. However, it is agreed and understood that should the pour continue for more than one hour and a half after the end of the regular working day, then all overtime work shall be at the regular overtime rates of double time. It is further agreed and understood that no more than three (3) hours' overtime at the reduced rate of one and one-half times the regular rates of pay shall be worked by any member in any one working week. This shall not apply on shift work.

(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 (½) hour will be provided on the employer's time and where practicable, food will be made available.
(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 (1¼) 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 1½ 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) 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.

(p) 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 City Halls of Goderich, Stratford and Owen Sound. 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.

(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 twelve dollars ($12.00) per day effective June 11, 2001 and change to fifteen dollars ($15.00) per day effective May 1, 2003.

(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 eighteen dollars ($18.00) per day effective June 11, 2001 and change to twenty-one dollars ($21.00) per day effective May 1, 2003.

(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 twenty-four dollars ($24.00) per day and change to twenty-seven dollars ($27.00) per day effective May 1, 2003.

(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 thirty-five dollars ($35.00) 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 thirty-three cents (.33) per kilometre travelled between work sites.

(g) In all cases where kilometrage is paid the most direct and practical route shall be used in calculating expenses measured from the nearest City Hall of Goderich, Stratford and Owen Sound.

Board Allowance

(h) Board Allowance at the rate of fifty dollars ($50.00) per day worked 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 thirty-three cents (.33) per kilometre from the employee's home local City Hall in the cities and towns in (a) above, in 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 Local 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.
Carpenter Windsor

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation &amp; Holiday Pay 10%</th>
<th>Health &amp; Welfare</th>
<th>WCR 12%</th>
<th>Pension</th>
<th>Total</th>
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<td>$0.05</td>
<td>$4.00</td>
<td>$35.19</td>
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<td>Nov. 1/01</td>
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<td>$4.40</td>
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<td>May 1/02</td>
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<td>$0.05</td>
<td>$4.70</td>
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<td>$0.05</td>
<td>$5.00</td>
<td>$37.04</td>
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Employer Contributions

- Association Administration Fund
  - June 1/01: $0.20
  - May 1/02: $0.20
  - May 1/03: $0.20
- Apprenticeship Training Fund
  - June 1/01: $0.10
  - May 1/02: $0.10
  - May 1/03: $0.10
- Carpenters District Council of Ontario Training Trust Fund
  - Formerly North American Health & Safety Fund
  - June 1/01: $0.06
  - May 1/02: $0.06
  - May 1/03: $0.06
- Union Promotion Fund
  - June 1/01: $0.20
  - May 1/02: $0.20
  - May 1/03: $0.20

Employee Deductions

- Union Administration Fund
  - June 1/01: $0.20
  - May 1/02: $0.20
  - May 1/03: $0.20
- Ontario Construction Secretariat Fund
  - June 1/01: $0.01
  - May 1/02: $0.01
  - May 1/03: $0.01
- I.C.I. Union Dues Check-off
  - June 1/01: $0.40
  - May 1/02: $0.40
  - May 1/03: $0.40

Foreman Differential:
- 15% of journeyman rate increased each period of 900 hours by 5 percent through eight periods to 90 percent.

Foreman Ratio and Definition

(a) For the purpose of this Agreement, a Foreman is hereby defined as a Carpenter having supervisory capacity over five (5) 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.

Parking

(i) The employer will endeavour to provide parking space for the employees. The Union agrees that wherever necessary it will be a joint effort to obtain such parking spaces.

(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.

Article 7 - SCHEDULE D

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 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 or change house on the project at ground level. A five (5) minute pick-up will be allowed prior to quitting time.

(c) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above, with double time rates.

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 $5.00.

Scheduled Overtime
(e) (i) When an employee is called upon to work overtime he will be allowed a reasonable lunch break at approximately 4:30 p.m. at no lost time.

(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 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.

Occupied Premises
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 the eight hours mentioned above. If the second shift is utilized the rate of pay shall be according to Article 7(g). Before the work is started the Business Representative and the employer shall meet and mutually agree on:

- whether it is an occupied premises;
- the starting and quitting times; and
- the Business Representative shall give to the employer in writing his consent.

Transportation & Transfer
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 $20.00 per day.

Board Allowance
Employees working outside of the jurisdiction of Local 494 - the employer shall pay for all lodging, transportation and meal allowance of $20.00 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.
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 Ontario Acoustical and Drywall District Council, 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.
Agreement.)

(f) The employer shall advise the owner of the provisions of Articles 4(d) and 4(e) when undertaking the construction management service contract.

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.

(iv) 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 employer is unemployed and registered at the affiliated Local Union office at the date of recall. All employees before commencing work, must obtain a Referral Slip from the affiliated Local Union or District Council.

(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 rate of wages in the area from which he was transferred or the rate in the area to which he was transferred whichever rate 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 126(4) 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.

**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.

**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. This Special Provision shall apply in those Geographic Areas where employees are covered by the Vacation Pay Trust Agreement between the Association and the Council.)

(a) The interest accrued from the monies in the 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 Fund.

2. To make good Vacation Pay Fund Monies defaulted by any employer in accordance with the provisions of the Vacation Pay Trust Agreement.

3. To accrue to the benefit of, and be paid to the Association and Council, in equal shares, at a regular interval, not exceeding one year, provided that at all times a proper reserve be maintained in the Vacation Pay Trust Fund.

4. Subparagraph (3) shall not apply in the case of the Drywall, Acoustic, Lathing and Insulation Local 675 Vacation Pay Trust Fund ("the 675 Vacation Pay Fund"). Any remaining interest accrued following the priorities set out in subparagraphs (1) and (2) shall be divided between the Acoustical Association of Ontario and the Interior Systems Contractors' Association, in such amounts as are deemed appropriate by the said Associations, provided that at all times, a proper reserve shall be maintained in the 675 Vacation Pay Fund. Further, all vacation pay accumulated in the 675 Vacation Pay Fund shall be paid out to the beneficiaries only on July 1 and December 1 of each year.

**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) 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.

ARTICLE 14 - BUSINESS REPRESENTATIVE AND STEWARD (Special Provision)

(This Special Provision shall replace Article 14.02 in the master portion of the Agreement.)

(a) Where in the opinion of the Union a job steward is required, the business manager or his representative shall make such an appointment from the contractor's employees who are qualified journeymen 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) journeymen employed on the job provided he has the trade qualifications to perform the work required. This provision shall not apply when a contractor employs employees under the provisions of Article 5©. In such a case the steward shall be one of the last three (3) journeymen employed on the job provided he has the trade qualifications to perform the work required.

(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, 1 50-Foot Tape Measure, 1 pair of Wiss Snips, 1 Chalk Line, 1 1/2lb. Hammer, 1 Adjustable Hacksaw, 1 Hand Deck Punch, 1 Gypsum Knife, 1 Hand Saw, 1 Key-Hole Saw 1 Pair Nippers, 1 Plumb Bob, 1 24" Spirit Level, 1 Magnetic Punch, 1 Gyproc Axe, 1 Screw Gun and 1 12-Foot Tape.

(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.

(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.

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 Apprenticeship Tradesmen’s Qualification Act, 1964 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.

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. The rate of wages for apprentices shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 900 h</td>
<td>40% of journeyman rate</td>
</tr>
<tr>
<td>2nd 900 h</td>
<td>50% of journeyman rate</td>
</tr>
<tr>
<td>3rd 900 h</td>
<td>60% of journeyman rate</td>
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<tr>
<td>4th 900 h</td>
<td>70% of journeyman rate</td>
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<tr>
<td>5th 900 h</td>
<td>80% of journeyman rate</td>
</tr>
<tr>
<td>6th 900 h</td>
<td>90% of journeyman rate</td>
</tr>
</tbody>
</table>

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.

This clause and the rates contained herein shall be in force as of the effective date of this Agreement, but shall only affect Apprentices who become members after the effective date of this Agreement.

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.

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 Sytems 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.

**Affiliated Local Union Schedule**

The affiliated Local Unions of the Ontario Acoustical and Drywall District Council are:

Local Unions: 18, 249, 397, 446, 494, 675, 785, 1256, 1946, 1669, 1988, 2041, 2486, of the United Brotherhood of Carpenters and Joiners of America.

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**L.U. 785**

**Acoustic/Drywall**

**Article 6 - SCHEDULE D**

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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Pension</th>
<th>Total</th>
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<td>$1.54</td>
<td>$32.75</td>
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**Employer Contributions**

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<th>May 1/03</th>
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<tr>
<td>Association Administration Fund</td>
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<td>Carpenters' District Council of Ontario</td>
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<td>$0.06</td>
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<td>Training Trust Fund (formerly North American Health &amp; Safety Fund)</td>
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<td>$0.25</td>
<td>$0.25</td>
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<td>Union Promotion Fund (CORCC)</td>
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<td>Market Recovery Fund (Pd on Journeyperson hrs only)</td>
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**Employee Deductions**

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<th>May 1/03</th>
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<td>Union Administration Fund</td>
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<td>Ontario Construction Secretariat Fund</td>
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<td>$0.01</td>
<td>$0.01</td>
</tr>
<tr>
<td>Supplementary Dues Check-off</td>
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<td>$1.50</td>
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**Foreman Differential:**

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<tr>
<td>$1.50</td>
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<td>$1.50</td>
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</table>

**Apprentices:**

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<th>Rate</th>
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</thead>
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<td>1st 900 hrs - 40% of journeyperson rate</td>
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<td>2nd 900 hrs - 50% of journeyperson rate</td>
</tr>
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<td>3rd 900 hrs - 60% of journeyperson rate</td>
</tr>
<tr>
<td>4th 900 hrs - 70% of journeyperson rate</td>
</tr>
<tr>
<td>5th 900 hrs - 80% of journeyperson rate</td>
</tr>
<tr>
<td>6th 900 hrs - 90% of journeyperson rate</td>
</tr>
</tbody>
</table>

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**Cambridge**

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Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Hours</td>
<td>Daily</td>
<td>Premium</td>
<td>General</td>
<td>Inclement</td>
</tr>
<tr>
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<td>2 x</td>
<td>2 x</td>
<td>2 x 10 min.</td>
</tr>
<tr>
<td></td>
<td>2 x</td>
<td></td>
<td>2 hrs.</td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

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.

The maximum number of regular working hours per day shall not exceed eight and one-half (8 ½) hours per day. The Employer shall pay overtime as per Article 7(c) on all hours exceeding the eight and one-half (8.5) 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.

(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 and one-half (8.5) 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 and one-half (8.5) 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 (2x) 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.

Occupied Premises

(g) When due to the 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 and one-half (8.5) hours per day. The Employer shall pay overtime as per Article 7(c) on all hours exceeding the eight and one-half (8.5) 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 premiums shall apply.

ARTICLE 10 - Supplementary Dues Check-off

(a) Deductions shall be forwarded by first class mail postmarked no later than the 15th 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 evidence.
information entered on a remittance form as designated by Local 785. At no time shall the deduction be paid directly to the employee.

Travel and Board

(a) No travel allowance shall be paid within a forty-eight (48) km radius of Kitchener 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 Kitchener 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 Kitchener City Hall.

(d) An employee shall receive board allowance of thirty-five dollars ($35.00) per work day, on all work located between a radius of twenty-four (24) km. and over of Kitchener City Hall. An employee in receipt of this board allowance shall serve a 90 day (450 hour) probationary period.

(e) An employee 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.
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, 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. 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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>Premium</td>
<td>General</td>
</tr>
<tr>
<td>8/40</td>
<td>1 ½ x 1 1/2</td>
<td>2x</td>
<td>2x</td>
<td>2 x 3 1/2</td>
</tr>
</tbody>
</table>

(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 (7) hours from Monday to Friday, shall be paid at the rate of one and one-half (1 1/2) times 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.
(d) Double time shall be paid for all work performed on Saturdays and Sundays.
(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 a.m. midnight on any given calendar day.

Clarification of shift terminology:
- Night Shift: 12:01 a.m. to 7:00 a.m.
- Day Shift: 8:00 a.m. to 4:30 p.m.
- Afternoon Shift: 4:30 p.m. to 12:00 midnight

(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.

ARTICLE 9 - TRAINING FUND
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 a five hour CSAO WHMIS

166
Training course. 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.

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 thirty cents (.30) per kilometre both ways.

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.

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

Niagara (Zone 2)

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS

FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 8%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
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Employer Contributions

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<th>Pension</th>
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</tbody>
</table>

Employee Deductions

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 8%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
<td>$2.25</td>
</tr>
</tbody>
</table>

Apprentices:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 8%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
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</thead>
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<tr>
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<td>$11.22</td>
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<td>$16.83</td>
<td>$17.01</td>
<td>$17.01</td>
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<tr>
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<tr>
<td>2nd 900 hrs - 50% of journeyperson rate</td>
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<td>$25.25</td>
<td>$25.52</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Apprentices shall serve a 90 day (450 hour) probationary period.
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, pildriver, 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 rates. 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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Premium</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday</td>
<td>and Holidays</td>
<td>General</td>
</tr>
<tr>
<td>8/40</td>
<td>1½</td>
<td>2x</td>
<td>2x</td>
<td>20 1/7'</td>
</tr>
</tbody>
</table>

(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 (7) 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 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 7:00 a.m. - Night Shift
8:00 a.m. to 4:30 p.m. - Day Shift
4:30 p.m. to 12:00 midnight - 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.

ARTICLE 9 - TRAINING FUND
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 a five hour CSAO WHMIS
Training course. 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.

ARTICLE 11 - ZONES AND MILEAGE
(a) An area encompassed by a circle with a radius of 20 km, having its centre in Allanburg, Ontario shall be classed as a free zone. Travelling time and transportation would not be paid for work performed within this zone.

(b) For work performed outside of this zone, the following amounts would be paid for transportation and travelling time:

<table>
<thead>
<tr>
<th>Distance from Free Zone</th>
<th>Transportation Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 10 km</td>
<td>$5.55 per day</td>
</tr>
<tr>
<td>10 - 20 km</td>
<td>$7.17 per day</td>
</tr>
<tr>
<td>20 - 30 km</td>
<td>$8.72 per day</td>
</tr>
<tr>
<td>30 - 40 km</td>
<td>$9.32 per day</td>
</tr>
<tr>
<td>40 - 50 km</td>
<td>$13.53 per day</td>
</tr>
<tr>
<td>50 - 60 km</td>
<td>$20.00 per day</td>
</tr>
</tbody>
</table>

(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 employers shall so arrange that the employee is covered by the terms of the Workers' Compensation Act.

(d) Where employees by specific arrangement with the employer are requested to use their vehicles for transportation, they shall receive thirty cents (.30) per kilometre, from shop to job, job to job, and job to shop.

(e) 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.

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.
**Acoustic/Drywall**

**Kingston**

**Article 6 - SCHEDULE D**

**WAGE AND RELATED PAYMENTS**

**FOR REGULARLY SCHEDULED DAYTIME HOURS**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$27.89</td>
<td>$2.79</td>
<td>$1.54</td>
<td>$3.83</td>
<td>$35.75</td>
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</tr>
<tr>
<td>May 1/02</td>
<td>$26.16</td>
<td>$2.62</td>
<td>$1.69</td>
<td>$4.03</td>
<td>$36.70</td>
<td></td>
</tr>
<tr>
<td>May 1/03</td>
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<td>$2.82</td>
<td>$1.70</td>
<td>$4.78</td>
<td>$37.60</td>
<td></td>
</tr>
</tbody>
</table>

**Employer Contributions**

| Association Administration Fund | $0.20 (July 1/01) | $0.20 | $0.25 |
| Union and Apprenticeship Training Fund | $0.15 | $0.15 | $0.15 |
| Carpenters District Council of Ontario Training Trust Fund (formerly North American Health & Safety Fund) | $0.06 | $0.06 | $0.06 |
| Promotion Fund | $0.20 | $0.20 | $0.20 |

**Employee Deductions**

| Ontario Construction Secretariat Fund | $0.50 | $0.50 | $0.50 |
| Union Dues Check-off | 1.75% (0.49) per hour |
| Vacation Pay and Statutory Holiday Pay shall be paid to the employee after the end of June unless an employee requests such payment on a weekly basis.

**Foreman Differential:**

| Foreman Differential: | $1.00 | $1.00 | $1.00 |

**Apprentices:**

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 900 hrs - 40% of journeyperson rate</td>
<td>$11.16</td>
<td>$11.26</td>
<td>$11.28</td>
</tr>
<tr>
<td>2nd 900 hrs - 50% of journeyperson rate</td>
<td>$13.95</td>
<td>$14.08</td>
<td>$14.11</td>
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<tr>
<td>3rd 900 hrs - 60% of journeyperson rate</td>
<td>$16.73</td>
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<td>$16.93</td>
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<tr>
<td>4th 900 hrs - 70% of journeyperson rate</td>
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<td>$19.71</td>
<td>$19.75</td>
</tr>
<tr>
<td>5th 900 hrs - 80% of journeyperson rate</td>
<td>$22.31</td>
<td>$22.53</td>
<td>$22.57</td>
</tr>
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<td>6th 900 hrs - 90% of journeyperson rate</td>
<td>$25.10</td>
<td>$25.34</td>
<td>$25.39</td>
</tr>
</tbody>
</table>

**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**

**Shift Work**

- 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.

**Overtime**

- Any work performed in excess of the regular working periods of eight (8) hours Monday to Thursday and four (4) hours on Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall double the existing rate of wages.

**Shift Work**

- When shift system is worked, the rate of wages will be:
  - **Day Shift** 8:00 a.m. to 5:00 p.m. Monday to Thursday, and 8:00 a.m. to 12 noon Friday: regular straight time
  - **Second Shift** Time and one-seventh the regular rate - Second Shift end 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.
All employees shall be at their place of work on the job ready to go to work at 8:00 a.m. 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.

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 twenty-four (24) km. from Kingston City Hall.
(b) From twenty-four (24) km. up to forty (40) km., five dollars and thirty-four cents ($5.34) per day.
(c) From forty (40) km., when employee makes a return trip on the same day, nine dollars and ninety-two cents ($9.92) per day.

For the above rates the employer is to provide transportation. No men should be allowed to travel on an open truck or a vehicle which is not heated in the winter.

(d) An employer who does not provide transportation shall pay employees according to the following:
(i) A free zone of 17 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 17 km radius, travel allowance will be paid at the rate of thirty-two cents ($.32) per km both ways, to an employee required by employer to travel to that jobsite, irrespective of the employee's point of residence. This travel allowance will be measured from Kingston City Hall to the jobsite using the most practical direct route.

Article 6 - SCHEDULE D
WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun 1/01</td>
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<td>$7.69</td>
<td>$4.03</td>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Association Administration Fund</th>
<th>Apprenticeship Training Fund</th>
<th>Carpenters District Council of Ontario</th>
<th>Training Trust Fund (formerly North American Health &amp; Safety Fund)</th>
<th>Union Promotion Fund</th>
<th>Employee Deductions</th>
<th>Union Administration Fund</th>
<th>Ontario Construction Secretariat Fund</th>
<th>Supplementary Union Dues Check-off</th>
<th>Foreman Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$0.20 (July 1/01)</td>
<td>$0.20</td>
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<td>-</td>
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<td>$0.20</td>
<td>$0.06</td>
<td>-</td>
<td>$0.25</td>
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<tr>
<td>May 1/03</td>
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<td>$0.06</td>
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<td>$0.25</td>
<td>$0.25</td>
<td>$0.25</td>
<td>$0.25</td>
<td>$0.25</td>
<td></td>
</tr>
</tbody>
</table>

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

Apprentices:
1st 900 Hrs - 40% of journeyperson rate $10.82 $10.84 $10.71
2nd 900 Hrs - 50% of journeyperson rate $13.53 $13.55 $13.39
3rd 900 Hrs - 60% of journeyperson rate $16.23 $16.25 $16.06
4th 900 Hrs - 70% of journeyperson rate $18.94 $18.96 $18.74
5th 900 Hrs - 80% of journeyperson rate $21.64 $21.67 $21.42
6th 900 Hrs - 90% of journeyperson rate $24.35 $24.38 $24.09

Vacation Pay and Statutory Holiday Pay
Vacation pay and Statutory Holiday pay shall be paid to employees on a weekly basis.
Stabilization Fund
Local Union 1946 has established a Stabilization Fund. While the total wage package will not be changed all parties are advised to ascertain the status of this Fund from Local 1946 or the London District Construction Association. Should the Stabilization Fund be terminated, all amendments to the Agreement contained herein shall be changed to reflect the termination.

Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Premium</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>2x 1/2, 1/7x 2x 10 min.</td>
<td>2 hrs.</td>
</tr>
<tr>
<td>8/40</td>
<td>3 hrs. 2x after</td>
<td>2x</td>
<td>2x 1/2, 1/7x</td>
<td>2 x 10 min.</td>
</tr>
</tbody>
</table>

(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 starting time, and the employee shall proceed promptly to 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:

- **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 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 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.

(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-eight (48) 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-eight (48) kilometre free zone radius from London City Hall shall receive the following travel or board expenses:

- Over 48 km radius to 64 km radius: $13.44
- Over 64 km radius to 80 km radius: $16.80
- Over 80 km radius to 97 km radius: $20.37

Kilometrage will be calculated on a radius basis.

(c) An employee shall receive board allowance of forty dollars and twenty-five cents ($47.25) per day worked, on all work located over a ninety-seven (97) 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 fifty-seven dollars and seventy-five cents ($57.75) 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.

(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.

All employees shall be paid a minimum of five (5) days Room and Board for each forty (40) hour work week.

L.U. 2041
Acoustic/Drywall
Article 6 - SCHEDULE D
WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Holiday 6%</th>
<th>Health &amp; Welfare</th>
<th>WSIB</th>
<th>Legal Fund</th>
<th>Training Fund</th>
<th>Pension</th>
<th>Total</th>
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<td>$26.80</td>
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<td>$1.72</td>
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<td>$3.75</td>
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</tr>
</tbody>
</table>

Employer Contributions
Association Administration Fund: $0.20
Employee Deductions
Union Administration Fund: $0.50
Ontario Construction Secretariat Fund: $0.01
Supplementary Union Dues Check-off: 2.25% of gross wages
Foreman Differential: $1.00
Apprentices:

<table>
<thead>
<tr>
<th></th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 900 hrs - 40% of journeyperson rate</td>
<td>$10.48</td>
<td>$10.74</td>
<td>$10.97</td>
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<td>2nd 900 hrs - 50% of journeyperson rate</td>
<td>$13.10</td>
<td>$13.42</td>
<td>$13.71</td>
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<tr>
<td>3rd 900 hrs - 60% of journeyperson rate</td>
<td>$15.72</td>
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<td>$16.46</td>
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<tr>
<td>4th 900 hrs - 70% of journeyperson rate</td>
<td>$18.34</td>
<td>$18.79</td>
<td>$19.20</td>
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<tr>
<td>5th 900 hrs - 80% of journeyperson rate</td>
<td>$20.96</td>
<td>$21.47</td>
<td>$21.94</td>
</tr>
<tr>
<td>6th 900 hrs - 90% of journeyperson rate</td>
<td>$23.58</td>
<td>$24.15</td>
<td>$24.68</td>
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</table>
Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hour</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>General</td>
<td>Inclement Weather</td>
</tr>
<tr>
<td>8:00 to 5:00</td>
<td>15/1 1/3</td>
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</tr>
<tr>
<td>5:00 to 7:00</td>
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<td>3rd 1/2x</td>
<td>2x 10 min</td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

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 thirty-eight (38) 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 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 starting point at 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 Thursday inclusive, and Fridays six (6) hours, 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 (1 1/2) 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 (1 1/2) 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.

Occupied Premises

(g) Where the project involves occupied premises and the Employer must schedule working hours in excess of those specified in Article 7(a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day, and the Employer shall pay overtime as per Article 7(e) on all hours exceeding the eight (8) hours mentioned above. If the second shift is utilized, the rate of pay shall be according to Article 7(c).

(h) When due to the work site being occupied premises and the Employer must schedule the regular work hours contrary to Article 7(a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day, and the Employer shall pay overtime as per Article 7(e) on all hours exceeding the eight (8) hours mentioned above. If the second shift is utilized, the rate of pay shall be according to Article 7(c).

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 the Employer his consent in writing.
Article 11 - Travel and Board Allowance

(a) No travel allowance shall be paid within a fifty-six (56) 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 seventy-five dollars ($75.00) per day on all work located beyond the fifty-six (56) 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 lead hand is also required to perform his regular duties as a carpenter with the use of tools and/or equipment.

Apprentices:
When hiring, the Employer agrees to hire and employ an Acoustic and 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.

1st year Apprentices will not have contributions made on their behalf in respect of pension during their first 1800 hours. This applies to new apprentices inducted after April 30, 2001.

Oshawa - ZONE 1
1st period - 40% of journeyperson rate  June 11/01  May 1/02  May 1/03
$10.95  $10.99  $11.04
2nd period - 50% of journeyperson rate  $13.69  $13.74  $13.81
3rd period - 60% of journeyperson rate  $16.43  $16.48  $16.57
4th period - 70% of journeyperson rate  $19.17  $19.23  $19.33
5th period - 80% of journeyperson rate  $21.90  $21.98  $22.09
6th period - 90% of journeyperson rate  $24.64  $24.72  $24.85

Peterborough - ZONE 2
1st period - 40% of journeyperson rate  June 11/01  May 1/02  May 1/03
$10.70  $10.73  $10.70
2nd period - 50% of journeyperson rate  $13.37  $13.42  $13.37
3rd period - 60% of journeyperson rate  $16.04  $16.10  $16.04
4th period - 70% of journeyperson rate  $18.72  $18.78  $18.72
5th period - 80% of journeyperson rate  $21.39  $21.46  $21.39
6th period - 90% of journeyperson rate  $24.07  $24.15  $24.07

Cobourg - ZONE 3, Belleville - ZONE 4
1st period - 40% of journeyperson rate  June 11/01  May 1/02  May 1/03
$10.81  $10.84  $10.81
2nd period - 50% of journeyperson rate  $13.51  $13.56  $13.51
3rd period - 60% of journeyperson rate  $16.21  $16.27  $16.21
4th period - 70% of journeyperson rate  $18.91  $18.98  $18.91
5th period - 80% of journeyperson rate  $21.62  $21.69  $21.62
6th period - 90% of journeyperson rate  $24.32  $24.40  $24.32

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

Article 7 - SCHEDULE D

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>2x 2x 2x</td>
<td>2 x 10 min</td>
</tr>
<tr>
<td>8/40  19 x 24</td>
<td>2x</td>
<td>2x</td>
<td>2x</td>
<td>11/7x</td>
</tr>
</tbody>
</table>

(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 or proportionate rate of time and one-seven. No employee shall work more than one shift in any twenty-four 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.

(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 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) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.

Occupied Premises
When due to the 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 the eight (8) hours mentioned above. If the second shift is utilized, the rate of pay shall be according to Article 7(b).
Before 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.

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.

Target Agreement:
Applies only to projects where non-union contractors are tendering against signatory contractors in Industrial Commercial and Industrial projects (I.C.I.), and where the Union agrees that this schedule shall apply, or where the contractor has successfully bid and been awarded a project that falls under the terms of this agreement and where the contractor can verify to the union by way of a bidders list, specific to the project.

1. Recognition - to apply to all projects eight million dollars ($8,000,000.00) and under.
2. The rate of pay on these projects will be 85% of the hourly rate, with all other contributions to remain as per the Collective Agreement.
3. 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 are to be mutually agreed upon by the employer and the union. (The hours of work may be increased if mutually agreed upon by the union and employer.)
4. Overtime - shall be paid at the rate of time and one half (1 ½ X) for all hours beyond the regular hours of work. Any hours worked on Sundays and holidays are to be paid at double time (2X)
5. The above agreement shall remain in place until expiration of the Collective Agreement, on April 30, 2004, where it may or may not be renegotiated.

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L.U. 1256

Acoustic/Drywall

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$27.45</td>
<td>$2.74</td>
<td>$1.30</td>
<td>$5.00</td>
<td>$36.49</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$28.31</td>
<td>$2.83</td>
<td>$1.30</td>
<td>$5.00</td>
<td>$37.44</td>
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<td>May 1/03</td>
<td>$28.63</td>
<td>$2.86</td>
<td>$1.30</td>
<td>$5.40</td>
<td>$38.19</td>
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</table>

Employer Contributions

Association Administration Fund
(July 1/01) $0.20
(Ont. Const. Secretariat Fund) $0.20 $0.25
Apprenticeship, Training & Industry Fund
(includes Apprenticeship District Council of Ontario Training Trust Fund formerly North American Health & Safety Fund) $0.36 $0.36 $0.51

Employee Deductions

Union Administration Fund
$0.50 $0.50 $0.50
Ontario Construction Secretariat Fund
$0.01 $0.01 $0.01
Union Dues Check-off
$0.50 $0.50 $0.50

Foreman Differential:
$1.50 $1.50 $1.50

Apprentices:

1st 900 hrs - 40% of journeyman rate $10.98 $11.32 $11.45
2nd 900 hrs - 50% of journeyman rate $13.73 $14.16 $14.32
3rd 900 hrs - 60% of journeyman rate $16.47 $16.99 $17.18
4th 900 hrs - 70% of journeyman rate $19.22 $19.82 $20.04
5th 900 hrs - 80% of journeyman rate $21.96 $22.65 $22.90
6th 900 hrs - 90% of journeyman rate $24.71 $25.48 $25.77

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.
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.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$26.45</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$34.17</td>
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<tr>
<td>May 1/02</td>
<td>$26.45</td>
<td>$1.69</td>
<td>$4.03</td>
<td>$34.82</td>
<td></td>
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<tr>
<td>May 1/03</td>
<td>$26.45</td>
<td>$1.79</td>
<td>$4.78</td>
<td>$35.67</td>
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<tr>
<td>Nov 1/03</td>
<td>$26.77</td>
<td>$1.79</td>
<td>$4.78</td>
<td>$36.02</td>
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Employer Contributions

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<tr>
<th>Effective Date</th>
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<th>May 1/02</th>
<th>May 1/03</th>
<th>Nov 1/03</th>
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</thead>
<tbody>
<tr>
<td>Association Administration Fund (including Ontario Construction Secretariat Fund)</td>
<td>$0.20</td>
<td>$0.20</td>
<td>$0.25</td>
<td>$0.25</td>
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<tr>
<td>Apprenticeship Fund (including Carpenters' District Council of Ontario Training Trust Fund formerly North American Health &amp; Safety Fund)</td>
<td>$0.15</td>
<td>$0.15</td>
<td>$0.15</td>
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<tr>
<td>Union Promotion Fund</td>
<td>$0.20</td>
<td>$0.20</td>
<td>$0.20</td>
<td>$0.20</td>
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Employee Deductions

<table>
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<tr>
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<tbody>
<tr>
<td>Apprenticeship Fund</td>
<td>$0.01</td>
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<td>$0.01</td>
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<tr>
<td>Union Administration Fund</td>
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<td>$0.50</td>
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<tr>
<td>Ontario Construction Secretariat Fund</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$0.01</td>
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<tr>
<td>Supplementary Union Dues Check-off (2.5% of the journeyperson total hourly wage package)</td>
<td>$0.85</td>
<td>$0.87</td>
<td>$0.89</td>
<td>$0.90</td>
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Foreman Differential:

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<tr>
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<th>May 1/02</th>
<th>May 1/03</th>
<th>Nov 1/03</th>
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<tbody>
<tr>
<td>Apprentices:</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
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<tr>
<td>1st 900 hr period-40% of journeyperson rate</td>
<td>$10.58</td>
<td>$10.58</td>
<td>$10.58</td>
<td>$10.71</td>
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<tr>
<td>2nd 900 hr period-50% of journeyperson rate</td>
<td>$13.23</td>
<td>$13.23</td>
<td>$13.23</td>
<td>$13.39</td>
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<tr>
<td>3rd 900 hr period-60% of journeyperson rate</td>
<td>$15.87</td>
<td>$15.87</td>
<td>$15.87</td>
<td>$16.06</td>
</tr>
<tr>
<td>4th 900 hr period-70% of journeyperson rate</td>
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<td>$18.52</td>
<td>$18.52</td>
<td>$18.74</td>
</tr>
<tr>
<td>5th 900 hr period-80% of journeyperson rate</td>
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<td>$21.16</td>
<td>$21.16</td>
<td>$21.42</td>
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<tr>
<td>6th 900 hr period-90% of journeyperson rate</td>
<td>$23.81</td>
<td>$23.81</td>
<td>$23.81</td>
<td>$24.09</td>
</tr>
</tbody>
</table>

Vacation Pay and Statutory Holiday Pay shall be paid weekly along with regular wages.
Acoustic/Drywall  
Smiths Falls  
Article 6 - SCHEDULE D  
WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS  

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
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<tbody>
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<td>June 11/01</td>
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<td>$27.88</td>
<td>$2.73</td>
<td>$1.75</td>
<td>$4.78</td>
<td>$37.24</td>
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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  

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
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<tr>
<td>June 11/01</td>
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<td>$1.69</td>
<td>$4.03</td>
<td>$31.75</td>
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<td>May 1/02</td>
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<td>$2.37</td>
<td>$1.75</td>
<td>$4.78</td>
<td>$32.63</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$23.69</td>
<td>$2.37</td>
<td>$1.75</td>
<td>$4.78</td>
<td>$32.63</td>
</tr>
</tbody>
</table>

Employer Contributions  
Association Administration Fund  
(July 1/01) $0.20  
Apprenticeship Training Fund  
$0.15  
Industry Fund  
$0.06  
Local Union Promotion  
$0.20  

Employee Deductions  
Union Administration Fund  
$0.50  
Ontario Construction Secretariat Fund  
$0.01  
Union Dues Check-off  
(3% hourly rate)  
$0.83  
Foreman Differential:  
8% of journeyperson rate  
Lead Hand Differential:  
4% of journeyperson rate  

Article 7 - SCHEDULE D  

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime Premium Breaks</th>
<th>General</th>
<th>Inclement Weather</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday &amp; Sunday Holidays</td>
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</tr>
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<td>2x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2x</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2 &amp; 3 15% for a 7hr shift</td>
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<tr>
<td>2 x 10 min.</td>
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<tr>
<td>2 hrs.</td>
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<tr>
<td>1 hr.</td>
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</table>

Drywall: Apprentices  
1-899 hrs-40% of journeyperson rate $11.02  
900-1799 hrs-50% of journeyperson rate $13.78  
1800-3599 hrs-60% of journeyperson rate $16.54  
3600-4499 hrs-70% of journeyperson rate $19.29  
4500-5399 hrs-80% of journeyperson rate $22.05  
5400-7200 hrs-90% of journeyperson rate $24.80  

Maintenance Drywall: Apprentices  
1-899 hrs-40% of journeyperson rate $9.37  
900-1799 hrs-50% of journeyperson rate $11.72  
1800-3599 hrs-60% of journeyperson rate $14.06  
3600-4499 hrs-70% of journeyperson rate $16.40  
4500-5399 hrs-80% of journeyperson rate $18.74  
5400-7200 hrs-90% of journeyperson rate $21.09  

Vacation Pay and Statutory Holiday Pay to be paid to each employee on a weekly basis.
Acoustic/Drywall  
Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1/01</td>
<td>$26.75</td>
<td>$2.68</td>
<td>$1.54</td>
<td>$3.53</td>
<td>$34.50</td>
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<td>$4.03</td>
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<td>$1.70</td>
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<td>$2.71</td>
<td>$1.70</td>
<td>$4.78</td>
<td>$36.35</td>
</tr>
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</table>

Employer Contributions

Association Administration Fund
(June 1/01) $0.20 (July 1/01) $0.20 $0.20
Apprenticeship Fund
(including Carpentry District Council of Ontario)
June 1/01 $0.14 May 1/02 $0.14 May 1/03 $0.14
Local Union Promotion Fund
May 1/03 $0.20

Employee Deductions

Union Administration Fund
(June 1/01) $0.50 May 1/02 $0.50 May 1/03 $0.50
Ontario Construction Secretariat Fund
(June 1/01) $0.01 May 1/02 $0.01 May 1/03 $0.01
Supplementary Union dues Check-off
(June 1/01) $0.75 May 1/02 $0.75 May 1/03 $0.75
Apprenticeship Fund
(June 1/01) $0.02 May 1/02 $0.02 May 1/03 $0.02

Foreman Differential:
8%

Sub-Foreman:
5%

Apprentices:

1st 900 hr period-40% of journeyperson rate
(June 1/01) $10.70 May 1/02 $10.70 May 1/03 $10.70 Nov. 1/03 $10.83
2nd 900 hr period-50% of journeyperson rate
(June 1/01) $13.38 May 1/02 $13.38 May 1/03 $13.38
3rd 900 hr period-60% of journeyperson rate
(June 1/01) $16.05 May 1/02 $16.05 May 1/03 $16.05
4th 900 hr period-70% of journeyperson rate
(June 1/01) $18.73 May 1/02 $18.73 May 1/03 $18.73
5th 900 hr period-80% of journeyperson rate
(June 1/01) $21.40 May 1/02 $21.40 May 1/03 $21.40
6th 900 hr period-90% of journeyperson rate
(June 1/01) $24.08 May 1/02 $24.08 May 1/03 $24.08

Foreman Ratio and Definition
(a) The term "Foreman" as used herein, is an employee who supervises a sub-foreman, a journeymen 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.

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 (1 1/2) 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.
Acoustic/Drywall

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS

FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Funds</th>
<th>Pension</th>
<th>SUB</th>
<th>Total</th>
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<tr>
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<td>$1.87</td>
<td>$1.88</td>
<td>$3.10</td>
<td>$0.15</td>
<td>$37.59</td>
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<tr>
<td>May 1/02</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$39.89</td>
</tr>
</tbody>
</table>

*Funds:

- Association Administration Fund
- Union Administration Fund
- Ontario Construction Secretarial Fund
- Supplementary Union Dues
- Apprenticeship Training Fund (including Carpenter's District Council of Ontario Training Trust Fund formerly North American Health & Safety Fund)
- Building Fund
- Local 675 Promotional Fund

**Foreman Differential:**

- Apprentices:
  - 1,900 hours - 40% of journeyperson rate
  - 901-1,900 hours - 50% of journeyperson rate
  - 1,801-2,700 hours - 60% of journeyperson rate
  - 2,701-3,600 hours - 70% of journeyperson rate
  - 3,601-4,500 hours - 80% of journeyperson rate
  - 4,501-5,400 hours - 90% of journeyperson rate

**Article 7 - SCHEDULE D**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime After Daily Hours</th>
<th>Saturday</th>
<th>Sunday and Holidays</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/371/2</td>
<td>1 1/2 x 1&quot;</td>
<td>2x</td>
<td>2x</td>
<td>2&quot;</td>
<td>2 x 10 min.</td>
<td>2 hrs, 1 hr.</td>
</tr>
<tr>
<td>Fri. 5 1/2 hrs.</td>
<td>3 hrs.</td>
<td>2x</td>
<td></td>
<td>3&quot; 1/17x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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 9:00 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.

(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) Each employee shall provide and bring to each job a one hundred (100) foot (30.48 metre) extension cord.

Travel and Board
(a) The employer shall pay to employees who are required to travel to and from jobs each day the travelling allowances as set out in the following table:

<table>
<thead>
<tr>
<th>Radius from Toronto City Hall:</th>
<th>Up to 48 km.</th>
<th>48 km. to 64 km.</th>
<th>64 km. to 96 km.</th>
<th>96 km. to 160 km.</th>
<th>160 km. to 240 km.</th>
<th>Beyond 240 km.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowance</td>
<td>Nil</td>
<td>$6.00 per day</td>
<td>$18.00 per day</td>
<td>$24.00 per day</td>
<td>$50.00 per day</td>
<td>$50.00 per day</td>
</tr>
</tbody>
</table>

(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.
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.

L. U. 27
Caulker

Article 6 - SCHEDULE D
WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
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<td>$2.76</td>
<td>$2.35</td>
<td>$2.53</td>
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<td>$2.53</td>
<td>$34.17</td>
</tr>
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<td>May 1/03</td>
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<td>$2.53</td>
<td>$34.82</td>
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</tbody>
</table>

Total Wage Package includes a Premium Transportation Allowance for OLRB Area #8.

Employer Contributions

- Association Administration Fund
  - (including Ont. Const. Secretariat Fund)
  - $0.10 $0.10 $0.10
- Dues Supplement
carpenters' District council of Ontario
  - $0.04 $0.04 $0.04
- training trust fund
  (formerly North American Health & Safety Fund)
  - $0.16 $0.16 $0.16
- Apprenticeship and Training Fund
  - $0.16 $0.16 $0.16
- Carpenters' industry promotional fund (CIPF)
  - $0.55 $0.85 $1.20

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."

(a) 1st Term - 6 months
  - $13.16 $13.48 $13.78
(b) 2nd Term - 6 months
  - $15.79 $16.17 $16.52
(c) 3rd Term - 18 months
  - $18.37 $18.19 $19.17
(d) 4th Term - 12 months
  - $20.49 $20.97 $21.41
(e) 5th Term - See Below**
  - $22.37 $22.91 $23.41

** A 5th Term apprentice will be promoted to Journey status in accordance with the Caulking Appendix in the Provincial Collective Agreement.
(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) Journeymen's Assistants
Journeymen'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 fifth (6) month trainee period as described in (b). Journeymen'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

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shift Premiums</th>
<th>Work Breaks</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/40</td>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
</tr>
<tr>
<td></td>
<td>1/2 hr</td>
<td>2x 3 hrs</td>
<td>2x</td>
</tr>
<tr>
<td></td>
<td>3 hrs</td>
<td>2x</td>
<td>2x</td>
</tr>
</tbody>
</table>

**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 (1 1/2) 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 County 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 (0.30) 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. 18
Hamilton - Niagara
Zone 1 & 2

Caulker
Article 6 - SCHEDULE D
WAGES AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun 1/01</td>
<td>$25.78</td>
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<td>$1.89</td>
<td>$6.00</td>
<td>$36.51</td>
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Employer Contributions

| Association Administration Fund | $0.06 | $0.06 | $0.06 |
| Association Administration Fund (includes Ont. Const. Secretariat Fund) | $0.50 | $0.57 | $0.62 |
| Training & Upgrading Fund (includes Carpenters' District Council of Ontario Training Trust Fund formerly North American Health & Safety Fund & Local 18 Promotion Fund) | $0.51 | $0.51 | $0.51 |

Employee Deductions:

| Union Administration Fund (includes Ontario Construction Secretariat Fund) | $0.87 | $0.90 | $0.90 |
| Supplementary Union Dues Check-off | $2.25 | $2.25 | $2.25 |

Foreman Differential:

| $2.25 | $2.25 | $2.25 |

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:

<table>
<thead>
<tr>
<th>Apprentices:</th>
<th>June 1/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 750 hr period-40% of journeyperson rate</td>
<td>$10.31</td>
<td>$10.43</td>
<td>$10.55</td>
</tr>
<tr>
<td>2nd 750 hr period-50% of journeyperson rate</td>
<td>$12.89</td>
<td>$13.04</td>
<td>$13.19</td>
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<tr>
<td>3rd 750 hr period-60% of journeyperson rate</td>
<td>$15.47</td>
<td>$15.65</td>
<td>$15.83</td>
</tr>
<tr>
<td>4th 750 hr period-70% of journeyperson rate</td>
<td>$18.05</td>
<td>$18.26</td>
<td>$18.47</td>
</tr>
<tr>
<td>5th 750 hr period-80% of journeyperson rate</td>
<td>$20.62</td>
<td>$20.86</td>
<td>$21.10</td>
</tr>
<tr>
<td>6th 750 hr period-90% of journeyperson rate</td>
<td>$23.20</td>
<td>$23.47</td>
<td>$23.74</td>
</tr>
</tbody>
</table>
(b) The trainees shall receive the same contributions applicable to journeymen as outlined in this Schedule. The training period for such trainees shall be for a three (3) year period, or six (6) terms of 750 hr.

(c) **Journeymen**

Journeymen 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.

Journeymen shall be competent work persons.

All other items Article 7-Schedule D, Article 9-Schedule D, Article 11, Article 11 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.

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**RESILIENT FLOOR WORKERS APPENDIX**

to the
Agreement
by and between

**THE CARPENTERS' EMPLOYER BARGAINING AGENCY**

(herinafter called the "EBA")

and

**THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,**

United Brotherhood of Carpenters and Joiners of America

(herinafter 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.

**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) The provisions of this Appendix shall apply to and be binding upon employers primarily engaged as Resilient Flooring, Carpet, and Hardwood Flooring Contractors.

(b) **OLRB AREA 8**

It is agreed by the parties that the signing of a Voluntary Recognition Agreement with an Employer, which carries on business on OLRB Area 8, grants the Employer the right to bid to General Contractor Employers and Owner Employers bound to this Agreement and as a result it is agreed that such Agreement shall only be signed by the Union on the condition that before signing such agreement it shall be submitted to the Trustees of the Funds who shall have the right to forbid signing for just cause or establish conditions to insure that the appropriate benefit payments will be made by the Employer and to establish the required security in this regard.
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.

(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 and 494, there shall be total mobility throughout the Province of Ontario of employees engaged as resilient floor workers save and except hardwood floor layers.

(ii) From one geographical area to a job or project in another geographical area, the mobility of hardwood floor layers is restricted to the transfer of the first employee. All other hardwood floor layers shall be hired from the Local Union or District Council having jurisdiction over the project.

(iii) In the geographic areas of Local Unions 27, 93, 494, 1946, 1669 and 2486, the mobility of resilient floor workers as between these areas and the Province of Ontario shall be as follows:

<table>
<thead>
<tr>
<th>Out of Area</th>
<th>L.U. or D.C.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 2 men</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Next 4 men</td>
<td>-</td>
<td>6</td>
</tr>
<tr>
<td>Next 1 man</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Next 4 men</td>
<td>-</td>
<td>11</td>
</tr>
<tr>
<td>Next 1 man</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>Maximum</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>Out of Area</th>
<th>L.U. or D.C.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>First man</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Next 5 men</td>
<td>-</td>
<td>6</td>
</tr>
<tr>
<td>Next 1 man</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Next 4 men</td>
<td>-</td>
<td>11</td>
</tr>
<tr>
<td>Next 1 man</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>Maximum</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

(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.

ARTICLE 6 - WAGES AND METHOD OF PAYMENT

(a) The following wage rate schedules are inserted as part of this Agreement. Where in any geographical area no schedule appears in this Appendix, the wage rate for Resilient Flooring shall be eighty-five percent (85%) of the hourly rate (plus 100% of fringe benefits) in the schedule for carpenters in the master portion 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.

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 week or portion thereof.

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) 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:

<table>
<thead>
<tr>
<th>Tool</th>
<th>Tool</th>
<th>Tool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hammer</td>
<td>Cold Chisel</td>
<td>Sharpening Stone</td>
</tr>
<tr>
<td>Dividers</td>
<td>Scribers</td>
<td>Nail Sets</td>
</tr>
<tr>
<td>Hack Saw</td>
<td>Trowel</td>
<td>Chalkline</td>
</tr>
<tr>
<td>Files</td>
<td>Pinch Bar</td>
<td>Screw Drivers</td>
</tr>
<tr>
<td>Snips</td>
<td>Seam Rollers</td>
<td>Adhesive Spreaders</td>
</tr>
<tr>
<td>Hand Saw</td>
<td>Lino Knives</td>
<td>Stanley Blade Knife</td>
</tr>
</tbody>
</table>
In addition, carpet mechanics shall provide themselves with the following approved list of tools:

<table>
<thead>
<tr>
<th>Tool</th>
<th>Tool</th>
<th>Tool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnetic Hammer</td>
<td>Pinch Bar</td>
<td>Trimmer</td>
</tr>
<tr>
<td>Carpet Kicker</td>
<td>Shears</td>
<td>Napping Scissors</td>
</tr>
<tr>
<td>Stair Tool</td>
<td>Trimming Scissors</td>
<td>Smooth-Edge Shears</td>
</tr>
<tr>
<td>Carpet Knife</td>
<td>Protective Goggles</td>
<td>Walltrimmer</td>
</tr>
<tr>
<td>Staple, Hammer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Employer to supply Trimmer Blades and Staples.)

(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.

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**ARTICLE 17 - APPRENTICES**

(This Special Provision shall be in addition to the provisions of Article 17 in the master portion of the Agreement.)

(a) The ratio of apprentices shall be one to three mechanics in the employ of the shop.

(b) No employer shall be permitted an apprentice until he has three regularly employed mechanics.

(c) An apprentice is required to obtain tools commensurate with his progress in the trade.

(d) An apprentice's work card is to be stamped with his period of training; i.e., 1st, 2nd, 3rd and 4th year.

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**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.

(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.
### Resilient Floor Workers

**Article 6 - SCHEDULE D**

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

#### Hardwood Floor Layers

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$27.75</td>
<td>$2.78</td>
<td>$0.92</td>
<td>$5.50</td>
<td>$36.95</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$28.05</td>
<td>$2.81</td>
<td>$1.42</td>
<td>$5.55</td>
<td>$37.83</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$28.35</td>
<td>$2.84</td>
<td>$1.89</td>
<td>$5.60</td>
<td>$38.68</td>
</tr>
</tbody>
</table>

#### Resilient Floor and Carpet Layers

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$25.78</td>
<td>$2.58</td>
<td>$0.92</td>
<td>$5.50</td>
<td>$34.78</td>
</tr>
<tr>
<td>May 1/02</td>
<td>$26.08</td>
<td>$2.61</td>
<td>$1.42</td>
<td>$5.55</td>
<td>$35.68</td>
</tr>
<tr>
<td>May 1/03</td>
<td>$26.38</td>
<td>$2.64</td>
<td>$1.89</td>
<td>$5.60</td>
<td>$36.51</td>
</tr>
</tbody>
</table>

#### Employer Contributions

- **Association Administration Fund** (includes Ont. Const. Secretariat Fund)
  - June 11/01: $0.06
  - May 1/02: $0.06
  - May 1/03: $0.06

- **Training & Upgrading Fund**
  - June 11/01: $0.50
  - May 1/02: $0.57
  - May 1/03: $0.62

#### Employee Deductions

- **Union Administration Fund** (includes Ont. Const. Secretariat Fund)
  - June 11/01: $0.51
  - May 1/02: $0.51
  - May 1/03: $0.51

- **Supplementary Dues Check-off**
  - June 11/01: $0.87
  - May 1/02: $0.90
  - May 1/03: $0.90

- **Foreman Differential**
  - June 11/01: $2.25
  - May 1/02: $2.25
  - May 1/03: $2.25

- **Lead Hand**
  - June 11/01: $1.25
  - May 1/02: $1.25
  - May 1/03: $1.25

---

**Apprentice: Hardwood Floor Layers**

<table>
<thead>
<tr>
<th></th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 months - 40% of journeyperson rate</td>
<td>$11.10</td>
<td>$11.22</td>
<td>$11.34</td>
</tr>
<tr>
<td>2nd 6 months - 50% of journeyperson rate</td>
<td>$13.88</td>
<td>$14.03</td>
<td>$14.18</td>
</tr>
<tr>
<td>2nd year - 65% of journeyperson rate</td>
<td>$18.04</td>
<td>$18.23</td>
<td>$18.43</td>
</tr>
<tr>
<td>3rd year - 75% of journeyperson rate</td>
<td>$20.81</td>
<td>$21.04</td>
<td>$21.26</td>
</tr>
<tr>
<td>4th year - 85% of journeyperson rate</td>
<td>$23.59</td>
<td>$23.84</td>
<td>$24.10</td>
</tr>
</tbody>
</table>

**Apprentice: Resilient Floor and Carpet Layers**

<table>
<thead>
<tr>
<th></th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 1000 hr period-40% of journeyperson rate</td>
<td>$10.31</td>
<td>$10.43</td>
<td>$10.55</td>
</tr>
<tr>
<td>2nd 1000 hr period-50% of journeyperson rate</td>
<td>$12.89</td>
<td>$13.04</td>
<td>$13.19</td>
</tr>
<tr>
<td>3rd 1000 hr period-60% of journeyperson rate</td>
<td>$15.47</td>
<td>$15.65</td>
<td>$15.83</td>
</tr>
<tr>
<td>4th 1000 hr period-70% of journeyperson rate</td>
<td>$18.05</td>
<td>$18.26</td>
<td>$18.47</td>
</tr>
<tr>
<td>5th 1000 hr period-80% of journeyperson rate</td>
<td>$20.62</td>
<td>$20.86</td>
<td>$21.10</td>
</tr>
<tr>
<td>6th 1000 hr period-90% of journeyperson rate</td>
<td>$23.20</td>
<td>$23.47</td>
<td>$23.74</td>
</tr>
</tbody>
</table>

**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**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts Premium</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/40</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2x</td>
<td>2x</td>
<td>2 x 10 min.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2x after</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m.

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 (7) hours from Monday to Friday, shall be paid at the rate of one and one-seventh (1-1/7) per hour.

No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.

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.

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

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 (1 1/2) 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.

Double time shall be paid for all work performed on Saturdays and Sundays.

No work shall be performed on Labour Day except in case of emergency.

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.

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.

When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

Training Fund
The parties agree to a Training Fund for apprentices and journeyman upgrading including safety training pertaining to on-site construction. The Union agrees that each apprentice will be given a five hour CSAO WHMIS Training course. 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.

Zones and Mileage
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.

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 thirty cents (.30) per kilometre each way. The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.

When men are conveyed from point to point by truck, cover will be provided during cold and inclement weather.

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

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardwood Floor Layers, Sander &amp; Finishers</td>
<td>June 11/01</td>
<td>$26.57</td>
<td>$2.66</td>
<td>$0.92</td>
<td>$5.50</td>
<td>$38.65</td>
</tr>
<tr>
<td></td>
<td>May 1/02</td>
<td>$26.87</td>
<td>$2.69</td>
<td>$1.42</td>
<td>$5.55</td>
<td>$36.53</td>
</tr>
<tr>
<td></td>
<td>May 1/03</td>
<td>$27.17</td>
<td>$2.72</td>
<td>$1.89</td>
<td>$6.00</td>
<td>$37.38</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resilient Floor and Carpet Layers</td>
<td>June 11/01</td>
<td>$25.04</td>
<td>$2.50</td>
<td>$0.92</td>
<td>$5.50</td>
<td>$33.96</td>
</tr>
<tr>
<td></td>
<td>May 1/02</td>
<td>$25.34</td>
<td>$2.53</td>
<td>$1.42</td>
<td>$5.55</td>
<td>$34.84</td>
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<tr>
<td></td>
<td>May 1/03</td>
<td>$25.64</td>
<td>$2.56</td>
<td>$1.89</td>
<td>$5.60</td>
<td>$35.69</td>
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</table>

Employer Contributions

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thorold Industry Fund</td>
<td>June 11/01</td>
<td>$0.06</td>
<td>$0.06</td>
<td>$0.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training &amp; Upgrading Fund</td>
<td>May 1/02</td>
<td>$0.50</td>
<td>$0.57</td>
<td>$0.62</td>
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Employee Deductions

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union Administration Fund</td>
<td>June 11/01</td>
<td>$0.51</td>
<td>$0.51</td>
<td>$0.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplementary Dues Check-off</td>
<td>May 1/02</td>
<td>$0.87</td>
<td>$0.90</td>
<td>$0.90</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Foreman Differential:
8% 8% 8%

Apprentice: Hardwood Floor Layers

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st six months - 40% of journeyperson rate</td>
<td>June 11/01</td>
<td>$10.63</td>
<td>$10.75</td>
<td>$10.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd six months - 50% of journeyperson rate</td>
<td>May 1/02</td>
<td>$13.29</td>
<td>$13.44</td>
<td>$13.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd year - 75% of journeyperson rate</td>
<td>May 1/03</td>
<td>$17.27</td>
<td>$17.47</td>
<td>$17.56</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Apprentice: Resilient Floor and Carpet layers

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 1000 hr period-40% of journeyperson rate</td>
<td>June 11/01</td>
<td>$10.02</td>
<td>$10.14</td>
<td>$10.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd 1000 hr period-50% of journeyperson rate</td>
<td>May 1/02</td>
<td>$12.52</td>
<td>$12.67</td>
<td>$12.82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd 1000 hr period-60% of journeyperson rate</td>
<td>May 1/03</td>
<td>$15.02</td>
<td>$15.20</td>
<td>$15.38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th 1000 hr period-70% of journeyperson rate</td>
<td>June 11/01</td>
<td>$17.53</td>
<td>$17.74</td>
<td>$17.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th 1000 hr period-80% of journeyperson rate</td>
<td>May 1/02</td>
<td>$20.03</td>
<td>$20.27</td>
<td>$20.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th 1000 hr period-90% of journeyperson rate</td>
<td>May 1/03</td>
<td>$22.54</td>
<td>$22.81</td>
<td>$23.08</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Standard Hours</th>
<th>Overtime After Daily Hours</th>
<th>Saturday</th>
<th>Sunday and Holidays</th>
<th>Shifts Premium</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/36 2x</td>
<td>2x</td>
<td>2x</td>
<td>2x 1/2 &amp; 3/4 h/w</td>
<td>2 x 10 min.</td>
<td>2 hrs.</td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

Working Hours

(a) The normal working hours shall be thirty-six (36) hours per week consisting of eight (8) hours per day Monday-Thursday inclusive, Fridays four (4) hours - 8:00 a.m. to 12:00 noon.

(b) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour 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 where practical.

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.

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.

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).

No work shall be performed on Labour Day except in case of emergency.

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 solvents are to be supplied by the Employer.

When the designated parking area of the jobsite is not located within a 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.

Training Fund
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 a five hour CSAO WHMIS indoctrination course. 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 the Union will supply, upon request, a financial statement of the training fund.

Travelling Time and Transportation
(a) An area encompassed by a circle with a radius of twenty (20) kilometres having its centre in Allanburg, Ontario, shall be classed as a free zone, travelling time and transportation would not be payable for work performed within this zone.

(b) For work performed outside of this zone, the following amounts would be paid for transportation and travelling time:

<table>
<thead>
<tr>
<th>Distance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-8 km.</td>
<td>$5.55</td>
</tr>
<tr>
<td>8-16 km.</td>
<td>$7.17</td>
</tr>
<tr>
<td>16-24 km.</td>
<td>$8.71</td>
</tr>
<tr>
<td>24-32 km.</td>
<td>$10.32</td>
</tr>
</tbody>
</table>

(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) Beyond thirty-two (32) kilometres outside perimeter of free zone, thirteen dollars and fifty-three cents ($13.53) per day shall be paid.

(e) Where employees by specific arrangement with the employer are requested to use their vehicles for transportation, they shall receive thirty cents (.30) per km, from shop to job, job to job and job to shop.
(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.

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

Ottawa (Zones 1 and 2)

<table>
<thead>
<tr>
<th>WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hardwood Floor Layers, Sander &amp; Finishers</strong></td>
</tr>
<tr>
<td>Effective Date</td>
</tr>
<tr>
<td>June 11/01</td>
</tr>
<tr>
<td>May 1/02</td>
</tr>
<tr>
<td>May 1/03</td>
</tr>
</tbody>
</table>

| **Resilient Floor and Carpet Layers**                       |
| effective Date   | Hourly Rate | Vacation 4% Holiday Pay 6% | Health & Welfare | Pension | Total     |
| June 11/01       | $26.05      | $2.61                       | $1.54           | $3.53   | $33.73    |
| May 1/02         | $26.33      | $2.63                       | $1.69           | $4.03   | $34.68    |
| May 1/03         | $26.33      | $2.63                       | $1.84           | $4.78   | $35.58    |

| **Truck Drivers**                                         |
| effective Date   | Hourly Rate | Vacation 4% Holiday Pay 6% | Health & Welfare | Pension | Total     |
| June 11/01       | $23.18      | $2.32                       | $1.54           | $3.53   | $30.57    |
| May 1/02         | $23.45      | $2.35                       | $1.69           | $4.03   | $31.52    |
| May 1/03         | $23.45      | $2.35                       | $1.84           | $4.78   | $32.42    |

| **Flooring Mechanics** (on projects where the General Contractor is non-union) |
| effective Date   | Hourly Rate | Vacation 4% Holiday Pay 6% | Health & Welfare | Pension | Total     |
| June 11/01       | $25.47      | $2.55                       | $1.54           | $3.53   | $33.09    |
| May 1/02         | $25.75      | $2.57                       | $1.69           | $4.03   | $34.04    |
| May 1/03         | $25.75      | $2.57                       | $1.84           | $4.78   | $34.94    |

| **Employer Contributions**                                 | June 11/01 | May 1/02 | May 1/03 |
| Association Administration Fund (Including Ont. Const. Secretarial Fund) | $0.13      | $0.13    | $0.13    |
| Carpenters' District Council of Ontario Training Trust Fund (formerly North American Health & Safety Fund) | $0.06      | $0.06    | $0.06    |
| Local 93 - Apprenticeship and Training | $0.32      | $0.32    | $0.32    |
| Local 93 - Market Recovery Fund | $0.43      | $0.43    | $0.43    |
**Employee Deductions**

<table>
<thead>
<tr>
<th>Fund</th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union Administration Fund</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
</tr>
<tr>
<td>Ontario Construction Secretariat Fund</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$0.01</td>
</tr>
<tr>
<td>Union Dues Check-off</td>
<td>2 ½% of Gross Earnings</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Apprentice: Hardwood Floor Layers, Sanders & Finishers**

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>50% of journeyperson rate</td>
<td>$13.75</td>
<td>$13.88</td>
<td>$13.88</td>
</tr>
<tr>
<td>2nd Year</td>
<td>65% of journeyperson rate</td>
<td>$17.87</td>
<td>$18.04</td>
<td>$18.04</td>
</tr>
<tr>
<td>3rd Year</td>
<td>80% of journeyperson rate</td>
<td>$21.99</td>
<td>$22.21</td>
<td>$22.21</td>
</tr>
<tr>
<td>4th Year</td>
<td>90% of journeyperson rate</td>
<td>$24.74</td>
<td>$24.98</td>
<td>$24.98</td>
</tr>
</tbody>
</table>

**Apprentice: Resilient Floor and Carpet Layers**

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
<th>June 11/01</th>
<th>May 1/02</th>
<th>May 1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>50% of journeyperson rate</td>
<td>$13.03</td>
<td>$13.17</td>
<td>$13.17</td>
</tr>
<tr>
<td>2nd Year</td>
<td>65% of journeyperson rate</td>
<td>$16.93</td>
<td>$17.11</td>
<td>$17.11</td>
</tr>
<tr>
<td>3rd Year</td>
<td>80% of journeyperson rate</td>
<td>$20.84</td>
<td>$21.06</td>
<td>$21.06</td>
</tr>
<tr>
<td>4th Year</td>
<td>90% of journeyperson rate</td>
<td>$23.45</td>
<td>$23.70</td>
<td>$23.70</td>
</tr>
</tbody>
</table>

**Article 7 - SCHEDULE D**

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shits</th>
<th>Work</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After Daily Hours</td>
<td>Premium</td>
<td>Breaks</td>
<td>General</td>
</tr>
<tr>
<td>8/40</td>
<td>1½ x 1 ½ 2 hrs. 2x after</td>
<td>2x</td>
<td>2x</td>
<td>2x &amp; 3x 1-1/2x</td>
</tr>
</tbody>
</table>

**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 8:00 a.m. and 4:30 p.m. from Monday through Friday inclusive, with one half hour taken at noon for lunch. When mutually agreed upon by the employer and the union, the hours of work as aforementioned, may be from 7:45 a.m. to 4:15 p.m. or from 7:30 a.m. to 4:00 p.m.

(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 the rate of one and one-half times the rate established herein for work during the regular working period. All other overtime work shall be paid at twice the rate established herein 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 $3.00 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.

(d) 1. All overtime except Sunday and Statutory Holidays will be paid at time and one-half.

2. No food allowance will be paid.

(f) Delete Saturday.
Resilient Floor Workers

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 6%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11/01</td>
<td>$26.54</td>
<td>$2.66</td>
<td>$6.09</td>
<td>$35.29</td>
<td></td>
</tr>
<tr>
<td>May 1/02</td>
<td>$27.18</td>
<td>$2.72</td>
<td>$6.09</td>
<td>$35.99</td>
<td></td>
</tr>
<tr>
<td>May 1/03</td>
<td>$27.91</td>
<td>$2.79</td>
<td>$6.03</td>
<td>$38.79</td>
<td></td>
</tr>
</tbody>
</table>

Total Wage Package includes a Premium Transportation Allowance for OLRB Area #8.

Employer Contributions

- Association Administration Fund: $0.46
- Apprenticeship Training Fund: $0.25
- Apprenticeship Fund (formerly North American Employee Deductions)
- Union Dues Check-off: 2% of Gross Earnings
- Foreman Differential: $1.55

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:  
1st Yr-50% of Journeyperson rate  $15.27  $5.54  $13.59  $5.46  $13.96  $5.54  $22.52  $5.925  $23.10  $5.925  $23.72  $5.925
2nd Yr-60% of Journeyperson rate  $15.92  $5.65  $16.31  $5.65  $16.75  $5.65  $18.56  $5.76  $18.59  $5.76  $18.96  $5.76
3rd Yr-70% of Journeyperson rate  $18.58  $5.76  $19.03  $5.76  $19.59  $5.76  $20.03  $5.80  $20.53  $5.80  $20.93  $5.80
4th Yr-85% of Journeyperson rate  $22.56  $5.925  $23.10  $5.925  $23.72  $5.925

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.

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.

<table>
<thead>
<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work</th>
<th>Reporting Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After Daily Hours</td>
<td>Saturday</td>
<td>Sunday and Holidays</td>
<td>Premium</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8:00- 11:00</td>
<td>1½ h 1st 7½ h</td>
<td>2x after</td>
<td>2x after</td>
<td>1½ h 1st 7½ h</td>
</tr>
<tr>
<td>11:00- 2:00</td>
<td></td>
<td>2x after</td>
<td>2x after</td>
<td></td>
</tr>
<tr>
<td>2:00- 5:00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 mechanics will be allowed coffee 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)
Sundays: Double time

Overtime 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 and the rate of pay to be paid for such night work shall be one and one-quarter (1 1/4) 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 man 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.

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 man 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 thirty-four cents (.34) per 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 the City Hall, shall be at the hourly rate. Kilometrage at thirty-four cents (.34) 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 workmen 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. 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 requested.

(e) Employees when riding in company and/or private trucks will only ride in the cab of said vehicle.

Downtown Parking
Area bounded by Lake Ontario, Spadina Avenue, Bloor Street and Jarvis Street and including C.N.E. grounds. Employees when required by the employer to operate his vehicle in the area designated as downtown shall be reimbursed reasonable cost of parking fees. Employees to provide parking receipt with weekly time sheet.

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.

(b) In addition to the tools indicated in Article 16 of the Master Portion the following are also required:
- 25' Tape Measure
- Assorted Knives required
- Square/Straight Edge
- Floor Tile Cutter
- Seaming Iron (Employee to provide, Employer to maintain)
Resilient Floor Workers

Article 6 - SCHEDULE D

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4% Holiday Pay 5%</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
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Employer Contributions

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<tr>
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<tr>
<td>Carpenters District Council of Ontario</td>
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<tr>
<td>Training Trust Fund (formerly North American Health &amp; Safety Fund)</td>
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<tr>
<td>Union Promotion Fund</td>
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<tr>
<td>Supplementary Union Dues Check-off</td>
<td>$0.55</td>
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Employee Deductions

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<td>Ontario Construction Secretariat Fund</td>
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<tr>
<td>Supplementary Union Dues Check-off</td>
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<td>$0.60</td>
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Foreman Differential:

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<tbody>
<tr>
<td>$2.00</td>
<td>$2.00</td>
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Apprentices:

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

Apprentices

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<th>June 11/01</th>
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<td>1st Year - 50% of journeyperson rate</td>
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<td>2nd Year - 60% of journeyperson rate</td>
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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

<table>
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<tr>
<th>Standard Hours</th>
<th>Overtime</th>
<th>Shifts</th>
<th>Work Breaks</th>
<th>Reporting Pay</th>
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<td>After Daily Hours</td>
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<td>Sunday and Holidays</td>
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<td>1-1/8x</td>
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<tr>
<td>8/40</td>
<td>1/2 x to 8 p.m. 2x after</td>
<td>1/2 x to 4:30 p.m. 2x after</td>
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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 seven dollars ($7.00) 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 thirteen dollars ($13.00) 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 eighteen dollars ($18.00) 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 twenty-four cents (.24) 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 thirty-three dollars ($33.00) 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 twenty-four cents (.24) 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.
### Article 6 - SCHEDULE D

#### WAGE AND RELATED PAYMENTS

<table>
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<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation 4%</th>
<th>Health &amp; Welfare</th>
<th>Total</th>
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<tr>
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<td>$26.34</td>
<td>$2.63</td>
<td>$1.79</td>
<td>$35.54</td>
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</table>

**Employer Contributions**

- Association Administration Fund: $0.12, $0.12, $0.12
- Apprenticeship Training Fund: $0.12, $0.12, $0.14
- Carpenters' District Council of Ontario: $0.06, $0.06, $0.06
- Training Trust Fund (formerly North American Health & Safety Fund): $0.25, $0.25, $0.25
- Carpenters Industry / Promotion Fund: $0.25, $0.25, $0.25

**Employee Deductions**

- Union Administration Fund: $0.50, $0.50, $0.50
- Ontario Construction Secretarial Fund: $0.01, $0.01, $0.01
- Supplementary Dues Check-off: $0.55, $0.60, $0.60

**Foreman Differential:**

- $2.75, $2.75, $2.75

**Apprentices:**

- 1st Term - 55% of journeyperson rate: $14.32, $14.47, $14.49
- 2nd Term - 65% of journeyperson rate: $16.93, $17.10, $17.12
- 3rd Term - 75% of journeyperson rate: $19.53, $19.73, $19.76
- 4th Term - 85% of journeyperson rate: $22.13, $22.36, $22.39

**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 141).

### Article 7 - SCHEDULE D

#### 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 Time

Overtime 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 City Halls of Goderich, Stratford and Owen Sound. 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.

(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 twelve dollars ($12.00) per day effective June 11, 2001 and change to fifteen ($15.00) per day effective May 1, 2003.

(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 eighteen dollars ($18.00) per day effective June 11, 2001 and change to twenty-one dollars ($21.00) per day effective May 1, 2003.

(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 twenty-four dollars ($24.00) per day effective June 11, 2001 and change to twenty-seven dollars ($27.00) per day effective May 1, 2003.

(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 Hall in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of thirty-five dollars ($35.00) 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 thirty-three cents (.33) per kilometre travelled between work sites.

If an employee chooses to stay in the area of the project he shall be paid one (1) round trip at the kilometrage 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 nearest City Hall of Goderich, Stratford and Owen Sound.

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**Board Allowance**

(h) Board Allowance at the rate of fifty dollars ($50.00) per day worked 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 thirty-three cents (.33) 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), employees shall receive a return trip (calculated at the kilometrage rate in (j)) every thirty (30) days during the life of the project.

(l) Employees working outside the jurisdiction of Local 2222 Goderich, 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.
Resilient Floor Workers

**Article 6 - SCHEDULE D**

**WAGE AND RELATED PAYMENTS**

FOR REGULARLY SCHEDULED DAYTIME HOURS

### Hardwood Floor Layers, Sanders & Finishers

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Vacation &amp; Holiday Pay 10%</th>
<th>Health &amp; Welfare</th>
<th>WCB 162</th>
<th>Pension</th>
<th>Total</th>
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**Employer Contributions**

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**Employee Deductions**

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**Foreman Differential:**

- 15% 15% 15% 15%

**Leader Differential:**

- 10% 10% 10% 10%

Apprentices: Hardwood Floor Layers, Sanders and Finishers
- 880 Hours and percentages in General Carpenter Schedule (Page 145).
## 2006

### January

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### INDEX

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<th>ARTICLE</th>
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<tbody>
<tr>
<td>1. Purpose and Intent</td>
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<tr>
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<td>3. Union Security</td>
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<td>4. No Strike - No Lockout</td>
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<tr>
<td>5. Apprentices</td>
<td>3</td>
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<tr>
<td>6. Wages</td>
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<td>7. Foreman</td>
<td>9</td>
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<tr>
<td>8. Holidays and Vacations</td>
<td>9</td>
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<td>10. Association Industry Fund</td>
<td>12</td>
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<td>11. Travel and Board Allowances</td>
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<td>12. Hours of Work</td>
<td>13</td>
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<td>13. Business Representation</td>
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<td>14. Job Stewards</td>
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<td>15. General Working Conditions</td>
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<td>18. Trade Jurisdiction</td>
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<td>19. Management Rights &amp; Union Obligations</td>
<td>17</td>
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RESIDENTIAL AGREEMENT

Between

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

- and -

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

The Parties hereto agree as follows:

ARTICLE 1 - PURPOSE AND INTENT

1.01 WHEREAS the Parties hereto desire:

To promote the Business of Drywall, Lathing and the Acoustic Ceiling Industry, and related skills;

To insure a standard of efficiency in the industry for the protection of the public;

To establish and maintain fair conditions for those engaged in the industry; To settle differences, which may arise between the parties.

1.02 The pieceworkers referred to herein shall be dependent contractors hence employees for purposes of the Ontario Labour Relations Act and self-employed persons for taxation purposes and the use of the work "employee" in this Collective Residential Agreement shall not be deemed to create or intended to create any relationship other than that described in this paragraph.

NOW THEREFORE THIS AGREEMENT WITNESSETH THE PARTIES HERETO AGREE AS FOLLOWS

ARTICLE 2 - RECOGNITION

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

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

**ARTICLE 3 - UNION SECURITY**

3.01 The Employer shall only employ or hire members of the Union who are in good standing, as long as the Union can supply qualified employees in sufficient numbers who are capable of performing the work required.

3.02 An employer shall not sub-contract work covered by this Agreement except to an employer who is bound by the provisions of this Agreement.

3.03 No member of the Union shall be permitted to undertake or contract any work covered by this Agreement unless, prior to commencement of the work, he agrees to be bound by the provisions of this Agreement.

3.04 The Union shall not permit its members to perform any work covered by this Agreement other than for a contractor bound by this Agreement.

3.05 No person who is a member of management shall do any work which would normally be performed by employees or pieceworkers covered herein.

3.06 Each employer shall hire all journeymen and apprentices he requires through the Union and each employee or pieceworker must obtain a referral slip from the Union office before starting work.

3.07 If the Union cannot meet the employers work force requirements within two working days, the employer may obtain workmen from whatever source is available to him provided that such employees or pieceworkers, before commencing work, apply to the Union and comply with all the applicable Union regulations for Membership therein.

3.08 An employer shall discharge an employee or pieceworker within 48 hours of notice by a Business Representative of the Union if the employee or pieceworker is not a member of the Union in good standing.

3.09 Members of the Union employed or hired by employers bound by the terms of this Agreement shall have unrestricted mobility throughout the Province of Ontario.

3.10 Only those members who are in possession of a Certificate of Qualification or Certificate of Apprenticeship or equivalent shall be dispatched from the Union Hall.

**ARTICLE 4 - NO STRIKE - NO LOCKOUT**

4.01 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 5 - APPRENTICES**

5.01 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 Union shall each appoint two (2) Trustees.

This Committee shall be responsible for:

(A) An apprenticeship Program under which the Local Apprenticeship Standard shall be administered and also co-ordinate with the Trades Qualification & Apprenticeship Act R.S.O. 1990 and Amendments thereto.

(B) A Journeyman Training Program under which advanced 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. This Committee shall meet as required.

5.02 APPRENTICES' WAGE

The minimum rate of wages of apprentices shall be a percentage of the minimum hourly rate for journeymen as follows:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage of Rate Plus Benefits</th>
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<tbody>
<tr>
<td>0-900</td>
<td>40%</td>
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<tr>
<td>901-1800</td>
<td>50%</td>
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<tr>
<td>1801-2700</td>
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<td>2701-3600</td>
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<td>3601-4500</td>
<td>80%</td>
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<td>4501-5400</td>
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5.03 Apprentices shall receive the same contributions applicable to the Journeyman as outlined in the schedule of wages and contributions herein. The training period for the Apprentices shall be for a 5400-hour work period. It shall be the responsibility of the Union to advise contractors employing men in their jurisdictional area, of the status of apprentices, as determined by the Local Apprenticeship Committee. The ratio of apprentices to journeymen shall be in accordance with the existing regulations pursuant to the Trades Qualification & Apprenticeship Act R.S.O. 1990. Changes to the ratio of
apprentices to journeymen may be recommended by the Joint Apprenticeship Board.

5.04 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. The Employer agrees that there shall be at least one apprentice paid on an hourly basis at each project, excluding houses and townhouses.

5.05 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 prospective employer.

This clause and the rates contained herein shall be in force as of the effective date of this Agreement, but shall only effect Apprentices who become members after the effective date of this Agreement.

5.06 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 Local Apprenticeship Committee. Upon completion of the trade school program the employer for whom the apprentice worked immediately prior to attending school shall re-employ or hire as a pieceworker the said apprentice provided that work is available. If no work is available and the apprentice is still unemployed he/she shall be the first employee or pieceworker referred from the Union Hall when the employer is requesting additional manpower.

Any new membership applicant, who is unable to pass an Industry Test as designed by the Local Apprenticeship Committee, and is unable to satisfy the employer and/or Union that he/she has completed an accepted Apprenticeship Training Course, shall be referred to the Local Apprenticeship Committee. The Local Apprenticeship Committee shall make a determination as to the classification of the applicant.

This article will not apply to transfer card members who are journeymen with the United Brotherhood of Carpenters and Joiners of America.

5.07 Apprenticeship Fund

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<tr>
<td>May 1st, 2003</td>
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ARTICLE 6 - WAGES

6.01 Hourly Rate: $27.81

The hourly rate negotiated in the ICI sector will be applied to this agreement. The hourly wage rate shall be the same as set out in the Local 675 Appendix to the ICI Provincial Collective Agreement. In the event that the Provincial ICI Collective Agreement wage rate for Local 675 is amended during the course of this agreement, then the wage rate shall be amended accordingly.

6.02 The parties hereto agree that gypsum board drywall applicators may be paid on a remuneration related to production (piece work) basis on residential construction only, in accordance with the following schedules. Rates mentioned herein refer to one thousand square feet of drywall shipped and delivered and substitute for any other monetary clause.
Apartment Insulation

- Boarding - Apartments 8 Feet
  - May 1st, 2001: $165.00 per 1000 sq. feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $170.00 per 1000 sq. feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $175.00 per 1000 sq. feet + 18% Corner Beads $0.14 per linear foot

- Boarding - Apartments 9 Feet
  - May 1st, 2001: $175.00 per 1000 sq. feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $180.00 per 1000 sq. feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $185.00 per 1000 sq. feet + 18% Corner Beads $0.14 per linear foot

- Boarding - Apartments 10 Feet
  - May 1st, 2001: $185.00 per 1000 sq. feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $190.00 per 1000 sq. feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $195.00 per 1000 sq. feet + 18% Corner Beads $0.14 per linear foot

Insulation

- Boarding - Woodframe Houses 8 Feet
  - May 1st, 2001: $160.00 per 1000 sq. feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $165.00 per 1000 sq. feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $170.00 per 1000 sq. feet + 18% Corner Beads $0.14 per linear foot

- Boarding - Woodframe Houses 9 Feet
  - May 1st, 2001: $170.00 per 1000 sq. feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $175.00 per 1000 sq. feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $180.00 per 1000 sq. feet + 18% Corner Beads $0.14 per linear foot

- Boarding - Woodframe Houses 10 Feet
  - May 1st, 2001: $200.00 per 1000 sq. feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $205.00 per 1000 sq. feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $210.00 per 1000 sq. feet + 18% Corner Beads $0.14 per linear foot

No backcharges or deductions shall be made for waste material.

A premium rate in excess of the rate herein shall be paid of 5/8 inch board of $50/1000 square feet for low rise residential houses.

* Skylight premium – 2 x 4 $40.00 4 x 4 $85.00

Pieceworkers working in the residential (wood frame) housing sector are required to supply screws and nails.

Steel Framed Houses

- Houses
  - May 1st, 2001: $147.00 per 1000 square feet + 16% Corner Beads $0.12 per linear foot
  - May 1st, 2002: $150.00 per 1000 square feet + 17% Corner Beads $0.12 per linear foot
  - May 1st, 2003: $155.00 per 1000 square feet + 18% Corner Beads $0.14 per linear foot

Steel Stud

- Apartments
  - May 1st, 2001: $149.00 per 1000 linear feet + 16% Benefits
  - May 1st, 2002: $155.00 per 1000 linear feet + 17% Benefits
  - May 1st, 2003: Hourly

The piece work rates are limited to light gauge steel studs used in the construction of vertical dividing partitions only. All other metal installation status quo.

EXTRAS

- Bull-nose Corner Beads $0.20 per linear foot

A premium rate for houses where “OPEN TO ABOVE” area is 8’ x 8’ floor area, 10 feet in height shall apply. This premium rate also applies to Cathedral Ceilings that meet or exceed these dimensions. This premium rate applies per unit.

Open Round Stairs

- May 1st, 2001: $30.00
  - May 1st, 2002: $50.00
  - May 1st, 2003: $75.00
A premium rate for pot lights shall apply of $2.00 per pot light for every pot light after five.

Durock

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1st, 2001</td>
<td>$0.25 per square foot</td>
</tr>
<tr>
<td>May 1st, 2002</td>
<td>$0.25 per square foot</td>
</tr>
<tr>
<td>May 1st, 2003</td>
<td>$0.30 per square foot</td>
</tr>
</tbody>
</table>

The rate for the application of Poly applied to ceilings where blown:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1st, 2001</td>
<td>$0.01 per square foot</td>
</tr>
<tr>
<td>May 1st, 2002</td>
<td>$0.02 per square foot</td>
</tr>
<tr>
<td>May 1st, 2003</td>
<td>$0.02 per square foot</td>
</tr>
</tbody>
</table>

Furring Channel, Resilient Channel to be paid as per Steel Studs Apartments.

The piece work rates are limited to light gauge steel studs used in the construction of vertical dividing partitions only. All other metal installation status quo.

6.03 All payrolls are to be closed weekly.

6.04 Hourly rated employees to be paid in cash or by cheque at par within 72 hours of closing time of books. Payment of wages to be made weekly.

6.05 When an hourly rated employee is laid off from a job on a scheduled regular lay off, he shall be paid in full on the day of layoff and given possession of all his documents. In the event that the Employer cannot give the documents at that time, he shall forward by registered mail within forty-eight (48) hours all monies owing and documents to the employee's last known address recorded with the Employer. The forty-eight (48) hour period is exclusive of Saturdays and statutory Holidays.

When an hourly rated employee is laid off, one (1) hours notice is to be given. If the employer fails to give the employee one (1) hours notice in advance of layoff, the employee shall be paid an additional one (1) hours' pay at straight time rates.

6.06 Where an hourly rated employee is discharged for just cause the employer shall forward his pay to him by registered mail within two (2) working days from time of discharge.

6.07 Each hourly rated employee shall receive a statement or statements which shall indicate:

(a) The name of the employer and the employee
(b) the pay period
(c) the total hours worked at straight time
(d) the total hours worked at overtime
(e) the hourly rate and applicable premiums
(f) the amount of vacation pay and/or statutory holiday pay
(g) details of all deductions
(h) the amount of travelling and board allowance.

6.08 Every pieceworker working on production shall receive from their employer with their remuneration, a statement showing company name, pieceworker name, date of work performed, job site and location, either lot or suite number, amount paid per square foot, and square footage applied, all extra work paid with remuneration, gross remuneration and cheque number. Each pieceworker shall deliver to the company a completed worksheet in the form attached at Section 6.09.

6.09 All contractors must complete trade work sheets provided by the Union, or an equivalent document containing the same information, weekly. The employee/pieceworker shall be given one copy. The union shall pick up a copy two business days after the close of the payroll.

*** INSERT TRADE WORKSHEET ****

6.10 The employer shall pay all employees/pieceworkers working on the employer's site.

ARTICLE 7 - FOREMAN

7.01 Each employer shall employ a working foreman on each project, excluding houses and townhouses. The working foreman shall be paid a premium of 10% above the journeyman's rate. The working foreman shall have been a member in good standing with the Union for a period of one year and continue his good standing therein.

ARTICLE 8 - HOLIDAYS AND VACATIONS

8.01 The following days shall be recognized as statutory Holidays for the purposes of this Collective Agreement:

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

And any other Holiday proclaimed by the Federal Government. 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.

Any work performed on a holiday shall be paid for at double the regular hourly rate applicable.

8.02 Employees shall be paid vacation and statutory holiday pay in the amount of ten per cent (10%). That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standard Act, as amended from time to time, and the balance shall be in lieu of payment for recognized Statutory Holidays.

8.03 The Employer shall forward the employee’s accumulated Vacation Pay monthly and in accordance with Article 9.00 herein to the designated administrator of the Vacation Pay Trust Fund.

8.04 Vacation Pay shall be paid from the Fund twice annually, July 1st. and December 1st.

8.05 This Article shall have no applicability to the pieceworker.

**ARTICLE 9 - BENEFIT PLANS, HEALTH AND WELFARE, PENSION, S.U.B., APPRENTICESHIP TRAINING AND VACATION PAY**

9.01 There shall be an employer contribution to cover fringe benefits, including Welfare, Pension, S.U.B., Apprenticeship Training, Union Dues and Industry Fund in the amount of $5.46, per hour worked by each employee or 15% of gross earnings for board applicators, insulators and steel stud applicators all of whom are pieceworkers. The benefit rate shall be same as set out in the Local 675 Appendix to the ICI Provincial Collective Agreement. In the event that the Provincial ICI Collective Agreement benefit rate for Local 675 is amended during the course of this agreement, then the benefit rate shall be amended accordingly.

The allocation of these funds shall be as per the Trust Agreements designated as in Schedule “B” Fringe Benefits and Union Dues payments shall be sent by the employer to the Administrator designated by the Trustees, and made payable to the Trustees of Local 675, Employee Benefit Trust Fund.

9.02 The parties hereto agree that all fringe benefit plans of funds shall be jointly trusted by a number of Trustees appointed by the Association and a like number of Trustees appointed by the Union.

9.03 Contributions 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. At no time shall the contributions and/or deductions be paid directly to the employee.

9.04 In the event that an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.03, the employer shall pay to the Trustees, as liquidated damages and not as penalty, and amount equal to five per cent (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 (5) days prior written notice to correct such delinquency and has not done so.

9.05 If a violation is suspected the Trustees shall be empowered to order a full audit by an independent auditor of all financial books, records and documents of an Employer. The Employer shall permit such Auditor to enter upon its premises and to examine all books of account, documents, vouchers, payrolls, records, time sheets or other material which may be relevant to the said audit, inspection or examination and to make inquiries of the Employer or any person employed or otherwise engaged by the Employer, which person shall produce all books of accounts, documents, vouchers, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination in order to ensure the employer has been complying with the terms and conditions of the Agreement and the Collective Agreement, including and without limiting the generality of the foregoing, complying with its obligations to make contributions.

9.06 Where the Trustees appoint an auditor, the cost of the audit shall be borne by the appropriate funds or plans but the cost of the audit shall be borne by the employer if the employer is found to be in deliberate violation.

9.07 In the event such audit reveals that the employer has failed to forward or deliver contributions 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 complete supporting contribution report as required by the fund or plan.

9.08 Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions in accordance with the provisions of the Agreement, the penalty provisions as expressed in 9.04 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.
9.09 If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 9.03 unless such employer is no longer active in the area and has filed a termination report.

9.10 The interest accrued from the monies in the 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 Fund:
2. To make good Vacation Pay fund Monies defaulted by any employer in accordance with the provision of the Vacation Pay Trust Agreement.
3. To accrue to the benefit of, and be paid to the Association annually, provided that at all time a proper reserve fund be maintained in the Vacation Pay Trust Fund.

ARTICLE 10 - ASSOCIATION INDUSTRY FUND

10.01 (A) Each Employer bound by this Agreement shall contribute an amount in accordance with the below schedule per hour for each hour earned by each employee covered by this Agreement to the Association Fund.

| Date       | Amount  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1st, 2001</td>
<td>$0.20 per hour</td>
</tr>
<tr>
<td>May 1st, 2002</td>
<td>$0.20 per hour</td>
</tr>
<tr>
<td>May 1st, 2003</td>
<td>$0.25 per hour</td>
</tr>
</tbody>
</table>

(B) The Employer shall remit such contributions with the other contributions under Article 9 together with the supporting information as required by the Trustees on the reporting forms.

(C) Such contributions shall be immediately distributed to the local or trade association by the administrator of the funds.

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

10.02 Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to remit delinquent contributions in accordance with the provisions of this Agreement, the penalty provision as expressed in 9.04 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

ARTICLE 11 - TRAVEL AND BOARD ALLOWANCES

11.01 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.

<table>
<thead>
<tr>
<th>Radius from the City Hall or Municipal Building of the Locality wherein the employer's principal business office is established, or the locality of the Union from which the men are requested.</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 48 kilometers</td>
<td>Nil</td>
</tr>
<tr>
<td>48 kms to 64 kms</td>
<td>$6.00 per day</td>
</tr>
<tr>
<td>64 kms to 96 kms</td>
<td>$18.00 per day</td>
</tr>
<tr>
<td>90 kms to 160 kms</td>
<td>$24.00 per day</td>
</tr>
<tr>
<td>160 kms to 240 kms</td>
<td>$50.00 per day (room and board for 5 days)</td>
</tr>
<tr>
<td>Beyond 240 kms</td>
<td>$50.00 per day (room and board for 7 days)</td>
</tr>
</tbody>
</table>

(b) On projects located more that 160 kilometer radius an employee shall be paid in addition to room and board allowance, a travelling allowance of thirty-two cents ($0.32) at the start and completion of the project or the termination of his employment.

ARTICLE 12 - HOURS OF WORK

12.01 For hourly rated employees on high rise residential apartments, senior citizens, and nursing homes the regular hours of work shall be 44 hours per week. The maximum number of working hours per day shall be 9. Monday -- Thursday 7:00 a.m. -- 4:30 p.m., on Friday the working hours will be 8. Work outside of these hours shall be overtime work save and except the provisions relating to shift work. The regular hours of work per day may be adjusted by mutual consent of the parties and time and one half shall be paid for any time in excess of the regular working day. Notwithstanding the foregoing board applicators shall be allowed 8 hours per week make up time and shall be exempt from the above scheduling of hours and days.

12.02 All work performed on Saturday, Sunday or any of the Holidays listed in Article 8.01 shall be paid for at double the regular rate of pay.

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

12.04 The rate of pay for occupied premises work outside of the regular working day shall be at straight time rates.

12.05 The employer agrees to notify the Union of all scheduled overtime work and the names of the employees who will work the overtime and the job site on which they will be working. In the case of Saturday or Sunday overtime, the employer shall notify the Union before 1:00 p.m. of the preceding Friday.

12.06 Article 12 shall not have any applicability to the pieceworkers referred to herein.
ARTICLE 13 - BUSINESS REPRESENTATIVES

13.01 The Employer will not object to the Business Representative having access to all jobs during working hours, but in no case shall his visit interfere with the progress of the work. When visiting a job he will advise the employer's representative on the job.

ARTICLE 14 - JOB STEWARDS

14.01 Where, in the opinion of the Union, a job steward is required, the Business Manager or his representatives shall make such appointment from among the Contractor's regular employees who are qualified journeymen and, if possible, one in possession of a Class A safety certificate from the Construction Safety Association of Ontario.

14.02 The steward's first duty is to the work required to be performed by him for the contractor. He shall, however, be responsible for administering this Agreement, safeguarding the interest of the Union on the job site and reporting any infraction thereof to the contractor's foreman and the Union. He shall also report all infractions of government safety regulations to the foreman on the job and to the Business Representative of the Union. He shall be allowed to keep a record of the workers hired, also laid off or discharged. The steward shall be permitted to carry out his duties during working hours without loss of pay.

14.03 The steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to the hospital or home without loss of time.

14.04 The steward shall be one of the last two (2) journeymen employed on the job provided he has the trade qualifications to perform the work required.

14.05 The steward will not be transferred to another project of the employer unless by mutual consent of the parties involved.

14.06 At no time shall the employer discriminate, harass or intimidate any member of the Union who is appointed as a Job Steward.

ARTICLE 15 - GENERAL WORKING CONDITIONS

15.01 All apprentices must work under the supervision of a journeyman.

15.02 The employer will permit a refreshing break at the employee's place of work once in the morning and once in the afternoon. The time will be scheduled by the employer so as not to interfere with the orderly progress of the job and shall not exceed ten (10) minutes.

15.03 A tool lock-up shall be provided by the employer on all jobs, sufficient to hold all employee's tools. An employer failing to provide a satisfactory lock-up for tools of the members shall be held financially responsible for their replacement in the event of theft.

15.04 Sanitary drinking facilities shall be provided by the employer.

15.05 Whenever any employee is directed by the employer to report to any project to work, and the job is not ready through causes over which the employee has no control, and if the employer has no other work for the employee on that day, then such employee shall be paid as reporting time, two (2) hours for the day and shall stay at the job for two (2) hours for which they are being paid.

15.06 The Union agrees that if any Union member is found to work on a piece-work basis "in the I.C.I., Construction sector," the member will be fined to the maximum penalty provided for, in the Union Constitution and the Trade By-Laws.

ARTICLE 16 - SAFETY

16.01 Foremen, Journeymen and apprentices shall supply themselves with and wear at all times on the job, an approved safety helmet, safety shoes and safety glasses when required. All other safety devices and equipment shall be supplied by the employer.

16.02 When an employee is injured and leaves the job for medical attention and when decided by the doctor he is unable to return to the job because of the injury, he shall be paid for the full day. Transportation shall be supplied by the employer when necessary to a doctor's office or a hospital.

16.03 The employer shall supply adequate scaffolding for employees to safely install all work to be performed, as required by the Occupational Health and Safety Act and Regulations for Construction Projects.

16.04 The Union agrees to take an active roll in the education of its members in Workmen's Compensation matters.

ARTICLE 17 - TOOLS

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

1 - Tool Box; 1-50 Ft Tape Measure; 1 pair of Wiss Snips;
1 - Chalk Line; 1 - 1-1/2 lb. Hammer; 1 - Adjustable Hacksaw;
1 - Hand Deck Punch; 1 - Gypsum Knife; 1 - Hand Saw;
1 - Key/Hold Saw; 1 - Pair Nippers; 1 - Plumb Bob; 1 - 24" Spirit Level; 1 - Magnetic Punch; 1 - Gyproc Axe; 1 - Screw Gun; 1 - 12 Foot Tape and 1 - 100 foot extension cord.

17.02 All other tools and equipment are to be supplied by the employer. In case of a breakdown of the employee’s screwgun the employer shall make available a temporary replacement for one (1) week only.

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

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

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

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

17.07 Article 17 shall have no applicability to the pieceworker.

**ARTICLE 18 - TRADE JURISDICTION**

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

18.02 The installation of all materials and component parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum board, all integrated ceiling heat panels, all radiant ceiling heat tile, all main tees, splines, splays, wall and ceilings angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation; all work in connection with the installation erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracing, fire-blocking, resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, mouldings, base, and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and thermal insulation materials; the installation of fixture attachments including all lay out work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, tying and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels, backing board, installation of any material used as a base for thin coat plaster, acoustical material of mineral or fiber; the installation of lead baffles, insulation material, bead board and rigid insulation, metal and/or plastic compositions, including monolithic adhesives or any material attached to the above described metal construction. The installation of all pre-built, either on-site or off site, light weight exterior component systems, such as but not limited to Outsulation and Dryvit system including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work. The installation of exterior siding and soffit of cellulose fibre, reinforced cement building boards.

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

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

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

**ARTICLE 19 - MANAGEMENT RIGHTS & UNION OBLIGATIONS**

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

(a) to transfer, hire, direct, promote, demote, lay-off, discipline and discharge for just cause employees and to increase or decrease the working forces in accordance with the terms of this Agreement.

(b) to determine the materials and methods to be used, design of the products to be handled, facilities and equipment required.
It is agreed that the rights mentioned in Section 01 above shall not be exercised in a manner contrary to the provisions of this Agreement.

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

19.03 The Union agrees that upon being advised by the Association of any Union member leaving the employment of any employer covered by this Agreement for work with a competing contractor not covered by the provisions of the Agreement, it will take appropriate steps to discipline such Union member, or alternatively The Joint Labour Management Committee may direct the Welfare Administrator, Trustees or the Union to refuse said members the privilege of pay direct contributions until "such time as the matters are rectified."

19.04 The Union agrees that it will apply the Provisions of this Agreement in an even handed and fair manner as regards to each of the employers covered by the provisions of this Agreement.

19.05 The Union agrees that it will advise the Association within three (3) days of the execution of any Collective Agreement with respect to any employers engaged in the work within the Trade Jurisdiction clause of this Agreement in the Province of Ontario of the name, address and other pertinent particulars of the employer covered by such Agreement. The Association agrees that it will advise the Union of any applications received by it for membership in the Association.

19.06 In the event that the Union or any employer is in default in performing any of their obligations under this Agreement, said matters will be referred by either party to the Joint Labour Management Committee before proceeding to any other tribunal. The Committee shall meet within the time limitations set upon it, and deliberate upon the matter giving rise to the complaint. Thereafter the Committee shall direct the offending party to rectify the matter or alternatively give a directive to the Welfare Benefit Plan Trustees and/or the Fund Administrator to take whatever reasonable actions that may be required.

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - SUCCESSOR AND ASSIGN

21.01 This Agreement shall be binding upon the employer and heirs, successors and assigns, if the employer's business is purchased, assumed and/or continued by any corporation, partnership or single proprietorship, then this Agreement shall continue in full force and effect as if it had been originally signed by the successor or assignee, and the contractor must give the Union written notification prior to any change of company status.

21.02 The Union hereby agrees that it will not sign any agreement with any contractor or employer which contains any more favorable clauses, terms or working conditions, than those set out in this Agreement and will not supply men to non-signatories.

ARTICLE 22 - DURATION, CHANGES AND RENEWAL

22.01 This Agreement shall become effective May 1st, 2001 and shall continue in effect until the 30th day of April 2004 and shall be renewed triennially thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days before the 30th day of April 2004 or in a like period in any triennial year thereafter.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 Any dispute between any of the parties hereto or any person upon whom this agreement is binding shall be adjusted under the following provisions.

23.02 Step #1

Any dispute, difference or controversy arising out of this agreement shall first be discussed between the employee and or the local Business Representative and the Employer or the Employers Representative within 28 calendar days of the occurrence of the grievance. For Article 9 Benefit Plans, Health & Welfare, Pension, S.U.B., Apprenticeship Training and Vacation Pay the time limit will be 180 calendar days of the occurrence of the grievance.
23.03 Step #2
Failing settlement in step #1 the grievance shall be communicated in writing by the Senior Business Representative to the Employer stating all particulars of the grievance.

23.04 Step #3
Should the grievance not be resolved within a further 7 calendar days of receipt by the employer the union shall refer the grievance to a mutually accepted Arbitrator.

23.05 The Arbitrator shall conduct a hearing within 7 calendar days. At the conclusion of the hearing the arbitrator shall make such orders, as he deems appropriate and supply a written decision within 30 calendar days. The arbitrator’s decision shall be final and binding and enforceable pursuant to the terms related to Arbitrations under the Labour Relations Act.

23.06 Should the Arbitrator determine that an employer has violated the collective agreement the employer shall pay all reasonable costs incurred by the union in prosecuting the grievance including all legal costs. Business Representatives costs and the cost of the Arbitration.

23.07 Within 12 months of the award if the contractor is found to be in violation of the collective agreement the arbitrator shall also order as punitive damages $2000 for the first occurrence. For each subsequent violations the arbitrator shall also order $5000 punitive for each occurrence.

23.08 The association shall be notified in writing of all grievances referred to arbitration, the arbitrator’s interim orders and the arbitrator’s written decisions.

ARTICLE 24 - VOLUNTARY AGREEMENT

24.01 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 “A”.

ARTICLE 25 - AMENDING CLAUSE

25.01 The terms and conditions of this agreement may be amended by written agreement between the Association and the Union.

ARTICLE 26 - SECURITY FOR PAYMENT OF WAGES & BENEFITS

26.01 It is agreed that the Union and I.S.C.A. will continue to meet together where necessary, to endeavor to agree a new article for security for payment of wages and benefits.

SCHEDULE “A”

AGREEMENT

Between:

DRYWALL ACOUSTIC LATHING AND INSULATION LOCAL 675 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
(hereinafter referred to as “the Union”)

- and -

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO
(hereinafter referred to as “The Employer”)

WHEREAS the Union has entered into a collective agreement effective as of the 1st day of May, 2001 and expiring on the 30th day of April, 2004 (“the Collective Agreement”) with the Interior Systems Contractors Association of Ontario (“ISCA”), the accredited employer’s organization for carpenters and carpenters’ apprentices, in the Province of Ontario, performing certain work within the residential sector of the construction industry;

AND WHEREAS the Union has demonstrated to the Employer that it has, as its members, a majority of the employees in the employ of the Employer engaged in work of carpenters and carpenters’ apprentices, in the Province of Ontario, and the date hereof and is, therefore, entitled to represent such employees:

NOW, THEREFORE, THIS AGREEMENT WINNESETH that the Union and Employer have agreed as follows:

1 - The parties acknowledge that the recitals herein are true in substance and in fact, without limiting the generality of the foregoing, the Employer acknowledges that it has satisfied itself that the Union represents a majority of carpenters and carpenters’ apprentices in its employ, as of the date hereof.

2 - 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 residential sector of the construction industry.
3 - 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.

4 - The Employer shall be bound by the Collective Agreement in respect of work coming within the scope of the Collective Agreement, in the Province of Ontario, and hereby acknowledges and agrees to recognize, observe and be bound by all of the terms, conditions and provisions of the Collective Agreement and any amendments or renewals thereof. The Employer further acknowledges that it is in possession of the Collective Agreement and has familiarized itself with all of the terms, conditions and revision therein.

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

IN WITNESS WHEREOF the parties through their duly authorized officers have executed this Agreement this 1st day of May, 2001.

INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO

________________________________________

________________________________________

________________________________________

DRYWALL, ACOUSTIC, LATHING AND INSULATION, LOCAL 675

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

________________________________________

________________________________________

________________________________________

SCHEDULE "B"

PARTICIPATION AGREEMENT

PURSUANT TO A Collective Agreement (Hereinafter called the “Collective Agreement”) between the Interior Systems Contractors Association of Ontario (Hereinafter called the “Association”), and the Drywall Acoustic Lathing and Insulation Local 675 of the United Brotherhood of Carpenters and Joiners of America (Hereinafter called the “Union”) providing for a Welfare Trust Fund, Pension Plan, Vacation Pay Trust Fund and an Industry and Promotion Fund to fund a plan of Benefits (Hereinafter called the “Benefit Plan”) for the employees in the construction industry, in the Province of Ontario, and in consideration of the extension of such Benefit Plan, to cover employees of Employer, the Employer covenants and agrees to pay contributions in respect of such Benefit Plan, to the Trustees or as the Trustees may direct, in accordance with the provision of the Collective Agreement, in effect from time to time between the Association and the Union, and the Provisions of the Agreement and Declaration of Trust governing the Benefit Plan as the same may from time to time be amended, supplemented or replaced, and the Employer further covenants and agrees to otherwise observe and be bound by the provisions of such Collective Agreement with respect to the Benefit Plan and the Provisions of the Agreement and Declaration of Trust governing the Benefit Plan as the same may be amended, supplemented or replaced, and to provide to the Trustees or as they may direct such information respecting names of covered employees employed, hours worked and other relevant data as the Trustees may from time to time require in such form or forms as the Trustees may from time to time designate.
SCHEDULE "C"

RESIDENTIAL SECTOR ACKNOWLEDGEMENT

I, the undersigned, advise that for income tax purposes I consider myself to be self-employed in the residential sector of the construction industry. Therefore I understand that * (**) will not deduct Income Tax, Canada Pension Plan Contributions from any amounts that are paid to me for work performed. I understand that I am responsible to pay the applicable Income Tax and Canada Pension Plan Contributions on my revenue (including amounts received from **) and to remit Goods and Services Tax ("GST") (if applicable). Furthermore, I understand that I will not be eligible for unemployment insurance benefits. My GST registration number is ________________ of if not provided, I confirm that my annual sales are less than $30,000.00 and I am not registered for GST. I further acknowledge that for Labour Relations purposes, I am considered a dependent contractor and hence, an employee as defined in the Ontario Labour Relations Act.

DATED this ___________ day of ____________________

Witness ____________________________

Signature ____________________________

Print Name ____________________________

APPENDIX 1

KML AGREEMENT

RESIDENTIAL AGREEMENT

BETWEEN:

DRYWALL ACOUSTIC LATHING AND INSULATION LOCAL 675, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(hereinafter referred to as the "Union")

-and-

(hereinafter referred to as "THE EMPLOYER")

WHEREAS the Employer and the Union wish to make a Collective Agreement with respect to certain workers of the Employer engaged in on-site construction, more particularly described in Article 1 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement.

NOW THEREFORE it is agreed as follows:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and hours of work for all employees who are subject to its provisions.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole exclusive bargaining agent for all its on site construction employees, including without limitation, all carpenters, carpenters' apprentices, helpers, labourers, welders, construction mechanics and/or technicians, and any other trades persons performing construction work in the Residential sector in the construction industry in the Province of Ontario.
1.02 Without limiting the foregoing, the work covered by this Agreement shall cover all work in connection with all phases of the on-site fabrication, erection, assembly, construction and finishing of all different types of pre-engineered panels; including the assembly, erection, steel members, including the handling and off loading, the application of any of interior finish to such structures including drywall, gypsum wall board, gypsum lath, metal lath, corner bead, insulation, poly film, vapour barrier and any gaskets, z-bar studs or other form of fastening system; the fabrication and installation of all base structural materials including floors, ceilings and roof sheathing affixed directly to the steel frame whether such material be of steel, plywood, particle board, or any other material used in substitution therefore, and all sealant and vapour barrier systems associated with them; the handling, erection and installation of all boxing, exterior cladding and covering masonry or stucco coverings; all exterior finishing trim of whatever material, soffit, fascia, louvers, decorative panels, brackets and any form of fastening systems associated therewith; all doors, door frames, windows, window frames and any blocking necessary for their installation; and all clean-up work.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF UNION DUES

2.01 All employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required, as a condition of employment, to be a member of the union and obtain a clearance slip from the Union within seven days of commencing work, and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.

2.02 Each Employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked-off and the Union agrees to duly inform the Employer of the amounts of each union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the same month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

2.03 The Employer agrees not to contract, to sub-contract any work covered by this Agreement to contractors other than those who are in contractual relations with Drywall Acoustic Lathing & Insulation Local 675.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer to manage his enterprise and without limiting the generality of the foregoing.

(a) to conduct and determine the nature of his business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work to determine the kinds and location of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

(b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been disciplined or discharged without just cause, shall be subject to the provisions of the grievance procedure;

(c) to make, alter from time to time and enforce reasonable rules of conduct and procedure to be reserved by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4.02 An employee who has a grievance shall discuss the matter with his foreman.

4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Employer in writing by the aggrieved employee, and the parties shall meet within five (5) working days in an endeavor to settle the grievance, if it is satisfactory settlement is not reached within five (5) days of this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 5 below, at any time within ten (10) days thereafter.

4.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, travelling expenses, welfare, pension and dues, or where the
6.01  It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.

6.02  A Union grievance which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought in accordance with Article 4 – Grievance Procedure, and if it is not settled, it may be referred an Arbitrator in the same manner as a grievance of an employee.

ARTICLE 7 – BUSINESS REPRESENTATIVE

7.01  The Business Representative of the Union shall have access to all construction sites on which the Employer is working during working hours, but in no case shall his visits interfere with the progress of the work. While visiting a job, he will first advise the superintendent, foreman or other supervisory personnel of the Employer.

ARTICLE 8 – NO STRIKES – NO LOCKOUTS

8.01  During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing, and The Employer agrees that it will not cause a lockout.

ARTICLE 9 – SAFE WORKING CONDITIONS

9.01  In co-operation with the Employer’s overall program of Accident Control and Prevention, any employee will report to the foreman any unsafe conditions, unsafe acts or violations of safety regulations he finds on the project.

9.02  Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.

9.03  Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of the duties.

9.04  The Employer shall, at his own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician.

9.05  An employee who is injured in a compensable accident during working hours and is required to leave for treatment, or is sent home for such
injury, shall receive payment for the remainder of the shift at his regular rate of pay.

9.06 The Employer shall be responsible for maintaining a safe and proper work site, and shall comply with the Occupational Health and Safety Act and its Regulations. The Employer agrees it will not be a violation of this Agreement if employees covered by this Agreement refuse to work due to unsafe conditions.

ARTICLE 10 - GOVERNMENT LEGISLATION

10.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable federal and provincial law now existing or hereafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

ARTICLE 11 - HOURLY WAGE

11.01 HOURLY WAGE

1st Term Apprentice 60% Based on $1200.00
2nd Term Apprentice 70% Based on $1200.00
3rd Term Apprentice 80% Based on $1200.00
Journeyperson 100% Based on $1200.00
Trained Forklift Driver** 85% Based on $1200.00

** Note: Must have CSAO Fork Lift Training and Rigging and Hoisting Training

11.02 PIECEWORK RATE

Two Storey Homes $1.90 Square Foot
Bungalows $2.50 Square Foot.

7/12 - 7 7/8/12 $100.00
8/12 - 8 7/8/12 $120.00
9/12 - 9 7/8/12 $130.00
10/12 - 10 7/8/12 $140.00
11/12 - 11 7/8/12 $150.00

11.03 INTERIOR LIGHT GAUGE METAL RATES

Bungalows: $0.22 Per Linear Foot
Two Storey: $0.22 Per Linear Foot

"Extras" mean any items for which Extra Prices are specified in this Article, and any additional items, which are not included as Basic Contract items.

BENEFITS FOR PIECEWORKERS

Pension: 4%
Health & Welfare: 4%
Union Dues: (Training) 2%

The following days shall be recognized as statutory holidays for the purpose of this Collective Agreement.

New Year's Day - Good Friday
Victoria Day - Canada Day
Civic Day - Labour Day
Thanksgiving Day - Christmas Day
Boxing Day

11.04 BENEFITS FOR PIECE WORKERS

10% of Gross Monthly Wages

11.05 The piecework rate for KML Erector's will include: Roofs up to 6 7/8/12 pitch, attached garages (single and double), all engineered connections, landings were required, installing all-steel column's. All other work will be considered as extra.

11.06 The square footage of the house shall be taken from the plan's living space with no deductions for stair openings and/or ceiling areas.

11.07 When the assigned work is complete the contractor and/or the pieceworker will issue an invoice for the unit to KML. KML will inspect the work assigned within two (2) working days of receipt of the invoice and issue the contractor and pieceworker with an inspection slip. Following the issuance of an inspection slip, the pieceworker will repair all necessary deficiencies.

11.08 The pieceworker's invoice will include the names and Social Insurance Number of all workers engaged by the pieceworker on that unit the name of the builder or project, location of job site and date of completion.

11.09 In the event that the Contractor fails to pay a personal performing work under this Collective Agreement, including a dependent and independent pieceworker, the full piecework or other rates and/or fails to make payments and contributions required under this Collective Agreement on behalf of the person, Contractor shall pay to the Union a sum equivalent to the contributions, and in addition, Contractor shall pay to the Union all reasonable collection costs including legal fees, accountants' fees, arbitrators' fees and all other expenses associated with the cost of collecting the amounts owing.
ARTICLE 12 – PRODUCTIVITY
12.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workperson, and both will undertake individually and jointly, to promote such increased productivity provided that the cost of any such promotion to the Employer is covered by the Training Fund contribution contained in this Collective Agreement.

ARTICLE 13 – TRAINING AND UPGRAADING
13.01 The Union acknowledges that certain manufacturers require for warranty purposes, approval or certification of construction installers. The Union agrees and undertakes to use its best efforts whether through the design of training programs or otherwise, to assist the Employer in obtaining such approval of certification. The training programs may be joint training programs or may be programs instituted by the one or the other of the parties to this Agreement. The costs of these programs shall be paid out of the Training Fund.

ARTICLE 14 – BENEFIT PLANS
14.01 During the lifetime of this Agreement, the Union shall have the right at any time to require the Employer to change the amount of contributions to any employee benefit fund by transferring any portion of the contribution required to be made to any particular employee benefit fund to any other employee benefit fund, provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

The trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf promptly notify the Union of the failure by Employer to pay any employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Employee Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Employment Standard Act, in relation to the Employee Wage Protection Program.
14.03 In the event the pieceworker does not have enough earnings to stay in benefits or there is a shortage of work, the pieceworker will have the option of self paying their own benefits with the authorization of Local 675.

ARTICLE 15 – INDUSTRY APPRENTICESHIP AND TRAINING COMMITTEE
15.01 The parties agree to establish a joint apprenticeship and training committee consisting of representatives of the Union and the Employer.

ARTICLE 16 – OTHER AGREEMENTS
16.01 The Employer agrees that it will not negotiate terms and conditions of employment directly with any employee or group of employees. Any such agreement shall be null and void. Any amendment or alteration to this Collective Agreement shall not be effective unless it is made in writing and executed both the Employer and the Union.
16.02 Except as set out herein, the Union agrees that it will not execute a Collective Agreement in the residential sector of the construction industry in the Province of Ontario which contains conditions more favorable to the employer party to such Agreement than are contained in this Collective Agreement. If the Union does execute such an Agreement, all of the terms and conditions in such other Agreement. If the Union does execute such an Agreement, all of the terms and conditions in such other Agreement shall, at the option of the Employer become incorporated into his Collective Agreement an amendment to this Collective Agreement, for the geographic area and time period set out in such agreement.

ARTICLE 17 – DURATION OF AGREEMENT
17.01 This Agreement shall be effective on the 1st day of May 2001 and shall remain in effect until the 30th day of April 2004.

Should the Union or the Employer desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the termination of this Agreement.

On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavor to reach an Agreement. If no such notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

IN WITNESS WHEREOF the parties have caused there duly authorized representatives to affix their signatures this ___ day of ______________. ___.
Signed on Behalf of The Employer

Owner of Company

Signed on Behalf of the Union

Business Manager

Business Representative

Notes
General Contractors' Section

Bulletin #55
June 29th, 2001

To: All Employers of Carpenters, Local 27

CARPENTERS' PROVINCIAL INDUSTRIAL, COMMERCIAL
AND INSTITUTIONAL COLLECTIVE AGREEMENT
IMPLEMENTATION BULLETIN

The memorandum of agreement between the Carpenters Union and the Carpenters Employer
Bargaining Agency has been ratified. The term of the agreement is June 11th, 2001 to April 30th,
2004.

TOTAL WAGE PACKAGE INCREASE - $3.75 OVER THREE YEARS TORONTO -
(BOARD AREA #8) AND BARRIE (BOARD AREA #18)

The agreement allows for total wage package increases of:

- $1.27 effective June 11, 2001
- $1.00 effective May 1, 2002
- $1.30 effective May 1, 2003

The breakdowns are enclosed.

TRAVELLING EXPENSE
Effective June 11, 2001
Zone 1 - no travelling expense allowance
Zone 2 - $1.00 increase to $7.00 per day
Zone 3 - $1.00 increase to $8.00 per day
Parking increased by $1.00 to $5.00 per day in 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 side
by the west side of Jarvis Street and Mount Pleasant and on the south by the north shore of Lake
Ontario.

ARTICLE 28 - MASTER PORTION
A new Article 28 - both parties have agreed to an in-house procedure ending with final offer
arbitration where employers are placed at a competitive disadvantage by non-union employers.
Details will be explained in a later bulletin.

Janet Trim,
Labour Relations Officer,
General Contractors' Section.
## WAGES AND RELATED PAYMENTS

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**WORK WEEK: 37.5 hours**

**FOREMAN PREMIUM:** $2.80

**LEAD HAND:** $2.10

**OVERTIME:**
- 1st 3 hours 1 ½ times
- Thereafter 2x
- Sat. Sun. Hol. 2x

**DOWNTOWN PARKING**
- Dufferin/Jarvis/
- Mount Pleasant/St. Clair: $5.00 per day worked

**EXPIRY:** April 30th, 2004
# WAGES AND RELATED PAYMENTS

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**WORK WEEK:** 40 hours

**FOREMAN PREMIUM:** 10%

**OVERTIME:**
- 1st 2 hours: 1 ½ times
- Thereafter: 2x
- Sat. Sun. Hol.: 2x

**EXPIRY:** April 30th, 2004
# WAGES AND RELATED PAYMENTS

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