

# AGREEMENT

between

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA,  
Local Union 1669

and

THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY

SIGNED at Thunder Bay, Ontario,  
this 3rd day of February, 1987.

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## COLLECTIVE AGREEMENT

between

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA, LOCAL UNION 1669

hereinafter referred to as the "Union"

and

THE CONSTRUCTION ASSOCIATION OF  
THUNDER BAY

hereinafter referred to as the "Employer"

**This Collective Agreement covers all work of the Carpenters jurisdiction other than work performed in the industrial commercial and institutional sector and the electrical power sector and also includes work performed in other sectors that may evolve through subsequent government legislation.**

### Article 1 — DEFINITIONS

In this Collective Agreement,

1.01 "Collective Agreement" means the collective bargaining agreement between the Employer and the Union relating to wages and other terms and conditions of employment.

1.02 "Party" or "Parties" to this Agreement means an Employer as described herein and the Union as described herein.

1.03 "Employer" means those member firms of the Construction Association of Thunder Bay

specified in Appendix "A" attached hereto or other firms who may agree to be bound by the terms and conditions of this Agreement and the term employer shall include any officer or agent duly appointed by the Employer to act on his behalf.

1.04 "Union" means Local 1669 of the United Brotherhood of Carpenters and Joiners of America, its Officers or Agents duly appointed by the Union to act on its behalf.

1.05 "Employee" or "Employees" means any foreman, leadhand, journeyman or apprentice in the employ of the Employer and engaged in work covered by this Collective Agreement.

1.06 Officer or Agent appointed by the "Employer" means one who is designated by the Employer to plan work and direct the Foreman, and/or leadhand, determine working procedure, assign and instruct the foreman and/or leadhand and inspect and co-ordinate the work performed, however, the Officer or Agent shall not 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 any employee. He shall represent the Employer in the disposition of employee grievances.

1.07 "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.

1.08 "Leadhand" means a journeyman employee who is designated by the Employer to be in charge of 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.

1.09 "Journeyman" means any employee who by virtue of his experience or by his having successfully completed a course of Apprenticeship is qualified to perform all phases of work normally performed by a Carpenter and Joiner. A Journeyman shall have no authority to direct other employees except an apprentice who may be assigned to his direction.

1.10 "Apprentice" means an employee indentured in the trade of carpentry as specified by the Apprenticeship Act of the Province of Ontario.

1.11 "Project" means work performed by an employer at a particular construction site of a particular owner.

## **Article 2 — PURPOSE**

The employer and the Union each agree that the purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages, safety and working conditions and to provide a procedure for the prompt handling of grievances and orderly collective bargaining.

Article 3 — RECOGNITION

3.01 The Employer recognizes the Union as the sole collective bargaining Agent for all Employees as defined in Article 1, Section 1.05 of this Collective Agreement in his employ in the geographical districts of Rainy River, Kenora (including the Patricia portion), Thunder Bay and that part of the Districts of Algoma and Cochrane north of the 49th parallel and West of the North Driftwood, Abitibi and Moose Rivers to James Bay including the rivers herein named.

3.02 The parties agree that the wages, terms and conditions of this Agreement shall be effective in that portion of the District of Rainy River East of a line running North and South through Glenorchy on the Canadian National Railway, South to the International Boundary and North to the Southern Boundary of the District of Kenora, the geographical District of Thunder Bay and that part of the Districts of Algoma and Cochrane, North of the 49th Parallel and West of the North Driftwood, Abitibi and Moose Rivers to James Bay including the rivers herein named.

3.03 On projects outside the Area described in Article 3.02 but in the Area described in Article 3.01 of this Collective Agreement the Employer may at his option, agree to either accept and abide by the wages, terms, and conditions of this Collective Agreement, or the Collective Agreement established by the Union in that particular area. A decision of the Employer to abide by the wages, terms and conditions in a particular area shall be filed with the



Union prior to start of work on the project otherwise the wages, terms and conditions effective in the District of Thunder Bay shall apply.

3.04 Notification: Local 1669 agrees to notify those contractors bidding work in their jurisdiction that are certified of the applicable rates and conditions that apply to the area. To those who are not certified that every effort is made to force them to work under the same terms and conditions.

#### Article 4 — JURISDICTION OF WORK

4.01 a) The work covered by this Collective Agreement when performed at a construction site or a project shall include the fashioning, joining, assembling, erection, milling, fastening, or dismantling of wood, plastic, metal, metal studs, Grand Prix Board, Pan Brick, drywall, lathing and acoustical work, shingles, fibre, cork and composition board and all other substitute materials, the manufacturing of all materials where the skill, knowledge and training of the Carpenters and Joiners are required, either through the operation of machine or hand tools.

Carpenters and Joiners herein mentioned shall include Pile Drivers, Divers and Tenders, Bridge, Dock and Wharf Carpenters, Underpinners, Timberman, Cribman and to include the burning, welding, rigging and the use of any instrument or tool for layout work incidental to the trade. The handling, loading and unloading of any pile on the immediate Pile Driving location shall be done by members of Local Union 1669.

b) All Millwrighting work shall be perform-

ed in accordance with the provisions of the Collective Agreement as it may be negotiated between the Association of Millwrighting Contractors of Ontario, and the United Brotherhood of Carpenters and Joiners of America for its Local Unions and District Council in the Province of Ontario.

Article 5 — UNION SECURITY AND HIRING PRACTICES

5.01 No employer shall hire or rehire any journeyman or apprentice without a referral slip from the union. The employer may rehire within a six month period after a previous layoff provided the journeyman or apprentice is in good standing with the union.

Hiring will be on the following basis: 1st employee selected by the Employer; 2nd employee selected by the Union, 3rd employee selected by the Employer; and this sequence to continue in this method for each employee.

a) Contractors, whose head office is located in the geographical area defined in Article 3.01 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.

5.02 After 48 hours notice to the Union, the Employer is free to hire journeymen or apprentices from any other source and these Journeymen or Apprentices shall make application for Union membership immediately upon obtaining referral to the job.

5.03 No employee shall be entitled to employment by the employer when notified by the Union in writing that such employee is not in good standing with the Union, except as provided in Article 5.02.

5.04 Employers shall give preference in hiring in the following order:

- a) Members of the Union who have resided in the area within a radius of twenty-five (25) miles of the project immediately prior to the start of the project.
- b) All other members of the Union.
- c) Persons who have resided in the area within a radius of twenty-five (25) miles of the project for at least six (6) months immediately prior to the start of the project and who furnish proof of such residence in the form of an affidavit.
- d) All other persons.
- e) Lay-off will be done in the inverse manner by the employer giving preference to local Employees, without discrimination, provided the employees are proficient in performing the work assigned.

5.05 a) No employee shall be required to take direction or instruction in reference to work other than from the Leadhand or Foreman as here in provided.

b) When the number of employees on the job or project is 1 to 6 one shall be appointed as a Foreman and for every additional 4 employees employed on the project, there shall be an additional Leadhand.

c) Not withstanding Article 5.05 (b), in the

case of no more than three (3) Employees on the project, a Leadhand or Foreman shall be in charge. The Leadhand or Foreman shall be part of this three man working unit.

#### Article 6 — HOURS OF WORK

6.01 The regular working day shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

6.02 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.

6.03 The regular working day may, by the mutual consent of the Parties, be varied to provide for 8 consecutive hours of work at straight time, lunch time excluded, between the hours of 7:00 a.m. and 5:30 p.m. Such mutual consent shall be confirmed in writing.

6.04 The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday, inclusive.

6.05 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 the Union. Such mutual consent shall be confirmed in writing from the Union with the Seal of the Union affixed thereto.

6.06 Hours of Work on Bridges, Docks, Dams and Wharfs: We agree to work bridges, docks, dams and wharfs on the basis of 50 hours per week excluding

lunch period and travel time at straight time rates. Overtime after 50 hours will be paid at time and one half. Every effort will be made to schedule the 50 hours so as not to necessitate Saturday work. If time is worked Sundays and Holidays, it shall be at double time rates. Local 1669 will give a Letter of Understanding to work bridges, docks, dams and wharfs with composite crew of rebar workers, Operators and Carpenters.

6.07 Make Up Time: On jobs or projects which are in excess of 69 miles from the Lakehead Labour Centre, time lost due to inclement weather may be made up on a weekly basis. Such make up time shall not exceed two hours on a regular work day and shall not exceed eight hours on Saturday. No make up time shall be worked on a Sunday or Holiday. All make up time shall be voluntary.

6.08 Make up time due to inclement weather in the City of Thunder Bay will be allowed Monday to Friday up to two hours at straight time rates.

All make up time shall be voluntary and the union shall be notified. If the project warrants more employees, no make up time shall be allowed. Make up time will only be worked in the pay period in which the time is lost.

#### Article 7 — OVERTIME

7.01 For time worked before or after an employees regular shift, the employee shall be paid at the rate of time and one half the regular basic applicable shift

rate for the first two hours so worked and double the applicable basic shift rate for overtime hours worked in excess of two hours per day or shift.

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.

7.02 All time worked on Saturdays, Sundays and holidays, as described in Article 9 shall be paid for at the rate of double time (or twice) the shift rate applicable to the hours worked by said employees.

7.03 On extremely isolated areas, employees shall be paid time and one half of the regular rate provided Article 26.04 has been complied with prior to tendering on the project.

7.04 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 and provided that two (2) or more employees in the work unit are available to work overtime. An employee may be excused for bonafide reasons. (This clause to take precedence over clause 7.05)

7.05 The employer shall not request the employee to work overtime during the period from December 1st to March 31st except for the protection of life and/or property or with the verbal consent of the Union followed by confirmation in writing.

7.06 Employees requested to work up to two (2) hours of overtime shall be provided with a lunch or \$3.00 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 hours thereafter, the employee shall be allowed a ten minute break.

**Article 8 — CALL OUT PAY**

In the event an employee is called out on a job on Saturday, Sunday or the Holidays listed in Article 9, or after the regular daily hours, he shall receive a minimum of two (2) hours pay at the appropriate rates.

**Article 9 — HOLIDAYS**

The following days shall be classed as holidays:

New Years Day, Boxing Day, Labour Day, Good Friday, Victoria Day, Thanksgiving Day, Civic Holiday (1st Monday in August), Christmas Day, Canada Day.

When the above holidays fall on Saturday or a Sunday, the following Monday will be observed. In the case of Christmas Day or Boxing Day occurring on Saturday and Sunday the following Monday and Tuesday will be observed.

**Article 10 — WAGE RATES - BRIDGES,  
DOCKS, DAMS, WHARFS**

10.01 The rate of pay for the hours of a regular working day for employees shall be:

Effective Date	Hourly Rate	Vac. Pay Hol. Pay	Pension	Total
July 22/86	\$19.39	\$1.94		\$21.33
May 1/87	\$19.39	\$1.94	\$ .50	\$21.83
Nov. 1/87	\$19.62	\$1.96	\$1.00	\$22.58

Foreman Differential: 80¢  
Leadhand: 45¢

10.02 Apprenticeship rates shall be:

**Effective July 22/86**

Hours	% of Hourly J/M Rate	Vac. Pay Rate	Pen. Hol. Pay	Total
1-899	50	\$ 9.69	\$ .97	\$10.66
900-1799	55	\$10.66	\$1.07	\$11.73
1800-3599	70	\$13.57	\$1.36	\$14.93
3600-4499	75	\$14.54	\$1.45	\$15.99
4500-5399	80	\$15.51	\$1.55	\$17.06
5400-7200	90	\$17.45	\$1.74	\$19.19

**Effective May 1/87**

Hours	% of Hourly J/M Rate	Vac. Pay Rate	Pen. Hol. Pay	Total
1-899	50	\$ 9.46	\$ .95	\$10.91
900-1799	55	\$10.45	\$1.05	\$12.00
1800-3599	70	\$13.44	\$1.34	\$15.28
3600-4499	75	\$14.43	\$1.44	\$16.37
4500-5399	80	\$15.42	\$1.54	\$17.46
5400-7200	90	\$17.40	\$1.74	\$19.64



**Effective Nov. 1/87**

<b>Hours</b>	<b>% of Hourly J/M Rate</b>	<b>Vac. Pay Rate</b>	<b>Pen, Hol. Pay</b>	<b>Total</b>
1-899	50	\$ 9.35	\$ .94 \$1.00	\$11.29
900-1799	55	\$10.37	\$1.04 \$1.00	\$12.41
1800-3599	70	\$13.45	\$1.35 \$1.00	\$15.80
3600-4499	75	\$14.48	\$1.45 \$1.00	\$16.93
4500-5399	80	\$15.51	\$1.55 \$1.00	\$18.06
5400-7200	90	\$17.56	\$1.76 \$1.00	\$20.32

The employer agrees to abide by the rules of procedure of the Local Apprenticeship Committee for the training of the Apprentice on the job.

To receive the Journeyman rate of pay the apprentice shall have successfully completed the final examination of the Industrial Training Branch of the Ministry of 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 Industrial Training Branch of the Ministry of Colleges and Universities.

10.03 A physically handicapped employee may be employed at a lower rate of pay than the minimum provided in this Article. No such lower rate shall be paid to the handicapped employee except with the consent of the Business Agent of the Union. The Business Agent of the Union shall acknowledge in writing to the Employer the nature of the work in which the individual employee is handicapped. The employee shall not be declared handicapped by reason of age alone.

10.04 Vacation with Pay — Effective May 1, 1986 to April 30, 1988, each employee shall receive 4% of his gross earnings to cover Vacation Pay and an additional 6 % of his gross earnings shall be paid to the employee for Statutory Holiday Pay. In the event of a change to the Employment Standards Act affecting the minimum percentage payable for Vacation Pay, the 4% Vacation Pay will be changed so that the total is maintained at 10%. The Statutory Holiday Pay shall accrue and shall be paid to the employee in the pay period in which the Statutory Holiday occurs. All Vacation Pay and Statutory Holiday Pay accrued shall be paid to the employee by July 15 each year for credits up to and including June the 30th of that year or on termination of employment.

All employees shall be entitled to take two weeks vacation each year. The employer and employee shall arrange a mutually satisfactory time for the vacation and barring agreement, the employee may take two (2) weeks vacation with one month advance written notice. He shall not be penalized in any way for taking this vacation.

#### Article 11 — PAYMENT OF WAGES

11.01 All employees shall be paid weekly or every two weeks on Company time, in cash or by cheque negotiable without charge at any chartered bank in the Province of Ontario, either Wednesday or Friday. Whenever the pay day falls on a holiday, then the day before the holiday shall be considered the pay day.

11.02 An employee shall receive a payroll slip or cheque stub which shall indicate:

1. Name of Employer
2. The total hours worked at straight time
3. All overtime
4. Hourly rate
5. The amount of vacation pay
6. The amount of Statutory Holiday Pay
7. Details of all deductions'
8. The amount of travelling allowances
9. The pay period
10. Hours worked at height pay.

11.03 Wages shall be paid within three (3) working days following the close of the period in which they are due.

On projects or jobs which are in excess of sixty-nine (69) miles from the Lakehead Labour Centre, four (4) working days will be allowed.

#### Article 12 TERMINATION OF EMPLOYMENT

12.01 In the case of an employee leaving voluntarily, he shall receive all monies and papers due him within three (3) days. In the event of a lay-off or dismissal, he shall receive all monies and papers due him at termination of employment if at all possible and in any event, within one (1) working day. Where the payroll office of the Employer is more than fifty (50) miles from the project, the one (1) day period referred to in this Article may be extended to three (3) working days. If the employer fails to forward the

monies, papers or documents by Registered Mail to the Employee's last known address, within the time limits herein mentioned, the employee shall be paid waiting time at the current rate of wages applicable to regular working hours.

12.02 Except in case of dismissal for serious misconduct, an employee shall be given one (1) hours notice of termination of employment to enable him to put his tools in good condition and the employee must remain on the project for the one (1) hour. In lieu of one (1) hour's notice the Employee shall receive one (1) hours pay.

12.03 No employee shall be dismissed at any time during the first four (4) hours of his regular working shift, except for serious misconduct.

12.04 No employee shall be dismissed or laid off except during regular working hours on the project.

12.05 Any claim of unjust termination of employment shall be subject to the grievance procedure of Article 19.

### Article 13 — SHIFT WORK

13.01 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  $\frac{1}{2}$  hour lunch period and the rate shall be time and one seventh the regular rate.

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 one half hour lunch included. Shift work may be adjusted by mutual consent to meet specific conditions.

The time and one seventh rate to the nearest cent is computed to be as follows:

**Carpenters Shift Rates:**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay Hol. Pay</b>	<b>Pen.</b>	<b>Total</b>
July 22/86	\$22.16	\$2.22		\$24.38
May 1/87	\$22.16	\$2.22	\$ .50	\$24.88
Nov. 1/87	\$22.42	\$2.24	\$1.00	\$25.66

Foreman Differential: 91¢

Leadhand: 51¢

**Apprentice Shift Rates:**

**Effective July 22/86:**

<b>Hours</b>	<b>% of J/M</b>	<b>Hourly Rate</b>	<b>Vac. Pay Rate</b>	<b>Pen. Hol. Pay</b>	<b>Total</b>
1-899	50	\$11.08	\$1.11		\$12.19
900-1799	55	\$12.18	\$1.22		\$13.40
1800-3599	70	\$15.51	\$1.55		\$17.06
3600-4499	75	\$16.62	\$1.66		\$18.28
4500-5399	80	\$17.72	\$1.78		\$19.50
5400-7200	90	\$19.94	\$1.99		\$21.93

**Effective May 1/87**

<b>Hours</b>	<b>% of Hourly J/M Rate</b>	<b>Hourly Rate</b>	<b>Vac. Pay Rate</b>	<b>Pen. Hol. Pay</b>	<b>Total</b>
1-899	50	\$10.85	\$1.09	\$ .50	\$12.44
900-1799	55	\$11.98	\$1.20	\$ .50	\$13.68
1800-3599	70	\$15.37	\$1.54	\$ .50	\$17.41
3600-4499	75	\$16.51	\$1.65	\$ .50	\$18.66
4500-5399	80	\$17.64	\$1.76	\$ .50	\$19.90
5400-7200	90	\$19.90	\$1.99	\$ .50	\$22.39

**Effective Nov. 1/87**

<b>Hours</b>	<b>% of Hourly J/M Rate</b>	<b>Hourly Rate</b>	<b>Vac. Pay Rate</b>	<b>Pen. Hol. Pay</b>	<b>Total</b>
1-899	50	\$10.75	\$1.08	\$1.00	\$12.83
900-1799	55	\$11.92	\$1.19	\$1.00	\$14.11
1800-3599	70	\$15.42	\$1.54	\$1.00	\$17.96
3600-4499	75	\$16.58	\$1.66	\$1.00	\$19.24
4500-5399	80	\$17.75	\$1.77	\$1.00	\$20.52
5400-7200	90	\$20.08	\$2.01	\$1.00	\$23.09

13.02 Shift work shall be organized so that the employee will not lose any time during his regular week.

13.03 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.

13.04 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

then such work shall be considered as overtime and paid for at twice the regular rate.

13.05 Overtime for shift workers shall be twice the shift rate applicable to the hours worked by the employee.

#### Article 14 — COMMUTING ALLOWANCE

14.01 a) Effective May 1/86 to April 30, 1988, commuting allowance shall be paid at the rate of 38¢ per mile. 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 mile travelled beyond five road miles of the project. Suitable transportation will be supplied when necessary.

c) Employees residing within a 25-mile 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 miles travelled both ways starting from a point ten (10) road miles from the Lakehead Labour Centre and return to that point.

e) On work at a construction site all employees hired under Article 5.04 shall receive a commuting allowance on the basis of road miles travelled in excess of ten miles 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

14.02 a) Effective May 1/86 to April 30, 1988, on work at a construction site all employees except those hired under Article 5.04, sub section (a) and (c) shall receive a travelling allowance of 38¢ per road mile travelled from his residence to and from the project.

The Employee will receive this travelling allowance within 48 hours after reporting on the job site. Travel allowance will be paid only to those employees whose vehicles are being used for transportation.

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, such transportation shall be provided by the Employer.

Where the Employer provides transportation, it shall be first class transportation, in which event no mileage allowance will be paid.

b) Each employee on a project shall receive a cheque for his travelling allowance to and from the job site every 45 calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

**Lodging**

14.03 On work at a construction site all employees except those hired under Article 5.04 sub-section (a) and (c) shall receive suitable lodging acceptable to both the employer and employees without cost to the employees on a seven day basis, for each day the employee is available for work at the construction site.

**Board — Effective May 1, 1986 to April 30, 1988**

14.04 On work at a construction site all employees except those hired under Article 5.04 sub-section (a) and (c) shall receive suitable board without cost to the employee. In areas where commercial eating establishments are available, the employer shall pay employees an allowance of \$21.00 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 100 mile direct traffic route from his residence shall be paid Board Allowance on a 7 day basis, provided he remains at the accommodation supplied.

**Camp Accommodation**

14.05 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 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.

Interior of bedrooms painted including wash-rooms.

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

Toilet and Washroom Facilities:

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

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

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

One laundry room washing machine, a 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 constructions 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 (7) 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 back by the Culinary Staff. The food shall be of good quality and have the approval of the Camp Committee (said committee shall be comprised of members from the United Brotherhood of Carpenters and Joiners of America and the Local Building Trades Council. In the event that no Building Trades Council is in existence, then the committee shall be comprised of members from the United Brotherhood of Carpenters and Joiners of America and any other building trade union as may be occupying the camps).

There shall be sufficient housekeeping staff supplied by the Culinary Workers to keep the bunk-houses 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 15 — REPORTING TIME**

15.01 When an employee on a project reports to supervision as usual for work in the morning or shift work and no work is available, he shall receive two (2) hours pay for reporting to work. If there is a possibility of continuity of work, he shall remain on the project for two hours if requested by the employer.

15.02 If an employee reports for work but is unable to commence work because of climatic conditions, he shall receive two hours pay for reporting to work, provided that before leaving for work, climatic conditions justify his so leaving.

15.03 In both cases, the employee shall not receive pay if he has been given sufficient notice not to report for work.

15.04 When an employee is unable to continue working due to extreme weather conditions he will be permitted to leave the job site and will not be penalized in any way.

**Article 16 —**

16.01 Where one or more members of the Union are employed, the Employer shall provide adequate number of heated, sanitary toilet facilities, cared for daily. Separate toilet facilities shall be provided for women, if requested. Facilities equipped with wash basins and toilets will be supplied where practical.

16.02 An employee shall be allowed a ten minute work break twice during the working day or shift.

16.03 The Employer shall provide a sanitary sheltered place to be kept clean in which the employees may eat their lunch, with ample accommodations including clean benches and tables and heated when climatic conditions require it. Lunchroom facilities shall not be used for storage of tools, equipment and/or supplies. No smoking areas shall be provided for non smokers if practicable.

16.04 The employee shall travel on the Employers time from the lunch room at the regular lunch period.

16.05 A waterproof lockfast place allowing unobstructed access to the employee's tools shall be provided by the Employer. This tool lockup shall be for the use of Carpenters only. In case of shiftwork, a separate lockup box or place will be provided for the hand boxes of each shift.

Default by the Employer of any provision of this Article shall make the Employer liable for loss or damage of the Employees tools to a maximum of \$400.00. In the event of loss of tools by fire or theft

from a tool lockup or damage by industrial mishap, the employer shall replace the tools with tools of comparable quality up to a maximum of \$400.00.

16.06 A condition of employment will be the presentation by the employee, at the request of the employer, of a satisfactory inventory and cost appraisal of his tools for work to be performed for his employer.

16.07 No employer shall compel an employee to work under any unsafe conditions violating the Construction Safety Act of Ontario and Ontario Regulations 504 of the Public Health Act.

16.08 It is agreed that on projects where a public meeting place is not available, the employer shall cooperate in providing suitable facilities for meetings of the Union.

16.09 Employees engaged in the following work shall receive a premium of 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.

16.09 b) Employees engaged in pile driving using a Diesel Hammer shall be supplied with clean coveralls.

oo



### **Divers & Divers Tenders**

16.10 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 this 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 scuba diver suit, regulator, face mask, fins and weights and this equipment shall be in good condition prior to 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 the divers work; including scuba tanks or band masks or B.C. 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 work day, Monday to Friday, divers shall receive divers rate for time spent out of water that is needed to safeguard divers health.

g) Any loss or damage done to the divers 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 of the water is below 40 degrees Fahrenheit, 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 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 times the Journeyman Carpenters rate of pay. All overtime shall be 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 Celcius 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 Carpenter rate. Overtime rate for diving tenders is the same as Journeyman Carpenter rate. Overtime for Divers and Tenders shall apply after 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 regulation 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: 90' to 100' or 27.432 - 30.480 m. \$ 8.00 per day 100' to 110' or 30.480 - 33.528 m. \$10.00 per day 110' or over — Diver negotiates his own wage scale under this class in addition to the hourly rate.

t) Divers and tenders shall have complete Provincial portability for projects of 5 days or less, the diver shall register by telephone with the Carpenters Local having jurisdiction over the area. On all jobs lasting 6 days or more, hiring will be in accordance to Article 16.10 (a).

u) The employer will supply suitable room and board in accordance with Articles 14.03 and 14.04 of the Collective Agreement, to the diver when he is working outside the jurisdiction of his own Local Union.

#### **Article 17 — TOOLS**

17.01 The tools of the employee shall be in good condition when he first reports on a job and shall be kept so . on the Employer's time. When it becomes necessary to have the employees tools sharpened off the job site said sharpening shall be done in a shop acceptable to the Employee and the Employer.

17.02 If the use of power machines is desirable, they shall be supplied by the employer and shall be

in charge of a journeyman employee or an apprentice under direction of a journeyman. Patent mitre boxes and staplers shall be supplied by the Employer. Such tools supplied by the Employer shall be charged against the employee and credited to him on their return.

17.03 No employee shall be permitted to rent or supply any power machines or tools of the trade for the use of his employer.

17.04 No employee shall be permitted to rent or supply any motor vehicle for the transportation of equipment and/or material of the Employer.

17.05 Where raincoats, rubber boots or other special wearing apparel other than safety boots, safety hats, safety hat liners (suspensions) are required, they shall be supplied for the use of the employees without cost. Where color coded hard hats are required, they will be supplied by the employer. The employer shall provide safety glasses and burning goggles (other than prescriptive) where required for the work being performed. Such equipment supplied by the employer shall be charged against the employee and credited to him on their return. Protective clothing such as gloves and coveralls shall be supplied by the employer when working in abnormally dirty conditions or using materials covered with preservative such as creosote or K33.

17.06 The employee will not be required to work in the rain or lose time if employer fails to supply rain coats. All safety equipment issued by the employer shall be sanitized before being issued to the Employees.

17.07 Five minutes shall be allowed before the close of each shift or working day for the picking up and lockup of personal tools.

17.08 When a member of Local Union 1669 is killed on the job, other members of the union on the job may cease work for the day without pay.

Article **18** — BUSINESS REPRESENTATIVES  
AND STEWARDS

18.01 The Business Representative authorized by the Union shall have access to all projects during working hours and shall not unduly impede the progress of the work. On projects where for security reasons the Business Representative must be cleared through the owner's office, the employer will assist the union to obtain this clearance. He shall make his presence known to the foreman in charge and business will not be discussed in the proximity of other workmen.

18.02 The Employers agree to furnish the Business Representatives with a list of spokesmen to be recognized in each firm of employers listed in Appendix "A". The Employer agrees to furnish the Business Representative with a list of all Carpenters employed on each project of the employer upon request.

18.03 The authorized Business Representative of the Union shall have access to accommodations as provided for the members of the Union working on the project when such accommodation is available. He may be required to pay a reasonable fee for same.

18.04 The Business Representative of the Union may appoint a Steward or Stewards and any such Steward or Stewards shall be recognized as the spokesman of the employees on the job, provided he is capable of performing the work involved. The employer shall be notified in writing of any Steward appointed and the number of Stewards on any project shall not exceed the number of foremen on any project. Where more than one Steward is appointed one shall be appointed as the Chief Steward and the employer advised in writing.

18.05 The Steward shall have authority to prevent any employee from working in an unsafe place or area where safety regulations are being violated, and must report it immediately to the foreman or appropriate representative of the employer.

18.06 Where there is more than one Steward on the project, the Chief Steward shall be allowed necessary time to conduct business relative to this Agreement on the project without loss of pay. Where there is only one Steward on the project, the above condition shall apply to him. It shall be the duty of the Chief Steward or the Steward to observe conditions of employment to the end that the provisions of this Agreement are complied with. To assist on the project site, when requested, in adjusting differences or misunderstandings which might arise out of the interpretation, application or alleged violation of this Agreement. When overtime is worked by more than two (2) employees, the Steward shall be included if he so desires.

18.07 The Employer upon request shall give immediate written notice to the Union prior to termination of employment of any Steward setting forth the reason for such termination and such termination may be subject to the grievance procedure of this Agreement.

18.08 Steward — It is agreed that the Steward shall have seniority of employment over all other employees save and except Foremen, provided he is capable of performing the work involved.

On projects where more than one Steward is appointed, the seniority for each Steward shall be in the order that he was appointed. Where a Chief Steward is appointed, he shall have seniority over all other Stewards.

**Article 19 — GRIEVANCE PROCEDURE**

19.01 All differences between the Union and the employer arising from the interpretation, application or administration of the Agreement or arising from any alleged violation of the Agreement or any decision or award including any question as to whether the matter is arbitrable shall be finally settled by arbitration if not resolved by agreement between the Union and the Employer.

19.02 Where such a difference arises between the employee and the employer then the employee may proceed by either Step 1 or Step 2 as hereinafter set forth:

STEP 1: The employee and/or steward shall first give his foreman or supervisor an opportunity to



settle his difference and if the matter is not settled within 10 days of the occurrence or origin of the grievance then:

STEP 2: The party asserting the difference shall give to the other party in writing a clear statement of the said difference. A meeting between the representatives of the Union and the employer shall be held within 10 days following the delivery to the other party of the written statement of the said difference.

STEP 3: If within the said ten (10) day period or within such further time as the parties may agree upon the said difference is not resolved by agreement between the parties, either of the parties may refer the grievance to a Labour Management Committee or notify the other party in writing of its desire to submit the difference to arbitration.

#### **Labour Management Committee**

19.03 In the case of a grievance or difference on a matter of interpretation, application or administration of any article of this Agreement which is not settled by the parties, then at the request of either party to this Agreement the grievance or difference shall be submitted to a Labour Management Committee. This request must be made within seven (7) calendar days after the meeting between the representatives of the Union and the Employer.

19.04 A committee of six (6) composed of three (3) members of the Union and three (3) members of the Association shall be appointed by their respective

bodies to form a Labour Management Committee to deal with any differences which may arise during the tenure of this Agreement involving the interest of both the Union and the Employer.

19.05 The Labour Management Committee shall hear the grievance or difference and make its report within seven (7) days after receiving the grievance or difference and any agreement which this Committee shall reach shall be binding upon both parties.

#### Article 20 -- ARBITRATION

20.01 Arbitration proceedings shall be as outlined in the Labour Relations Act of the Province of Ontario.

20.02 All differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, shall be arbitrable.

20.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it or for it and the parties will jointly bear the expense of the Chairman of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties hereto.

20.04 The parties agree that no Arbitration Board set up under this Article shall have the power to add to, delete from, change, or make any decision contrary to the provisions of this Agreement.

20.05 No person may be appointed as an arbitrator

who has been involved in an attempt to negotiate or settle the grievance.

**Article 21 — WORK SUBCONTRACTED**

21.01 All work of the United Brotherhood of Carpenters and Joiners of America, Local Union 1669 as described in this Agreement and subcontracted in any form, in part or its entirety, shall be in compliance with this Collective Agreement and it is further agreed that any contractor or Corporation that is a party to this Collective Agreement shall ensure that this Agreement is complied with.

21.02 It is agreed that no Employer shall perform work covered by this Agreement unless he is assisted by a Journeyman member of the Union who has no financial interest in the business of the employer.

21.03 No employer shall allow any employee to work on piece work or lump sum basis.

21.04 No employee shall work for another person or persons after regular hours without the written permission of his employer and the Business Representative of the Union. It is agreed that such conduct may be redressed by the dismissal of the employee concerned.

**Article 22 — STRIKES AND LOCKOUTS**

22.01 The Union and the Employer agree that the Ontario Labour Relations Act as amended will govern any strikes or lockouts.

22.02 The parties agree to be bound by Agreements and understandings reached between Unions

on the local, provincial, national or international levels and to also be bound to decisions rendered by the National Joint Board for settlement of Jurisdictional disputes or the Appeals Board, or if a Canadian Board is established then these decisions will rule.

22.03 The employer shall be kept fully advised of all jurisdictional disputes the Union may have with his sub-contractor on the job.

22.04 On request of either party to this Agreement, a pre-job conference may be held to view the work to be performed and ascertain work assignments to be made in connection therewith.

22.05 There shall be no stoppage of work because of the Union having a dispute with another labour organization or contractor as to which labour organization or contractor should do a particular job or any specific phase of particular job.

22.06 It shall not be a violation of this Agreement for any employee of his own volition to refuse to cross any legal picket line endorsed by the Union.

22.07 Where there is a threat of physical violence it is agreed that there will be no reprisals or discipline imposed upon employees who refuse to cross a legal picket line.

Article 23 — APPRENTICESHIP AND  
CARPENTRY INDUSTRY  
PROMOTION TRUST FUND

Effective May 1, 1986, each employer shall deduct two cents (2¢) for each hour worked during that pay

period by all employees covered by this Collective Agreement and submit the amount collected together with an equal contribution of the employer to a fund known as the "Apprenticeship and Carpentry Industry Promotion Trust Fund".

The employer will also forward monthly a list of employees and total hours of work on whose behalf deductions are being made.

This fund shall be administered by a Board of Trustees comprising of three to be appointed by the Association and three to be appointed by the Union. This Fund will be used to advance the industry, attract trade education, promote safety and all other activities that the Board may deem a betterment to the carpentry industry.

All parties to this Agreement hereby authorize and empower a licensed public accountant or chartered accountant, selected by the Trustees, to have access to and inspect payroll records for the purpose of determining whether or not said employer has conformed with provisions thereof.

It is hereby agreed that monthly payments required by this Article shall be made to the said Fund to Box 2054, Thunder Bay, Ontario, P7B 5E7, no later than the 15th day of the following month. It is further agreed that in event of failure to comply with this provision for payment, the following penalties shall be paid to the Trust Fund or collected by the Trustees from the Employer as follows:

Default from 1 to 15 days — 5 % in addition to payment.

Default from 16 to 30 days — 10% in addition to payment.

Failure to comply with provision for payment shall be deemed to be a violation of this Article and shall be subject to the Arbitration provisions set out under Article 19 and 20 of the Collective Agreement.

Rules and procedure for administering of the “Apprenticeship and Carpentry Industry Promotion Trust Fund” as set out in Appendix “B” shall form part of this Collective Agreement.

#### Article 24 — INDUSTRY TRUST FUND

The Employer shall contribute for the Industry Trust Fund five cents (5¢) per hour for each hour worked by each employee covered by this agreement. The employer shall remit such contributions to the fund as outlined in Article 23, no later than the 15th day of the following month. The Apprenticeship and Carpentry Industry Promotion Trust Fund shall forward the total remittance pertaining to the Industry Trust Fund only to the Construction Association of Thunder Bay by the end of the month.

#### Article 25 — RESIDENTIAL SECTOR

25.01 These clauses apply to work undertaken in the residential sector only and supercede corresponding clauses in the main body.

25.02 The Residential Sector shall be defined as a detached single family building, a semi detached two family building, a multi family building and/or a group of detached or semi detached buildings in

a subdivision. This shall be deemed to include hi rise apartments, apartments, condominiums, townhouses and detached and semi detached dwellings.

25.03 Hiring — For each project, hiring will be on the following basis: The first two employees selected by the employer, the third employee by the union, the fourth employee by the employer, the fifth employee by the union and the sequence to continue in this method for additional employees.

25.04 Any journeyman carpenter assigned to direct sub trades in addition to carpenters, shall be paid the foremans rate.

25.05 a) Any journeyman carpenter assigned to give orders to other carpenters will be paid as a minimum the leadhand rate.

b) The leadhand who is designated by the employer will be in charge of four or less employees. He may perform work with the group he directs.

25.06 While working on single detached, semi detached and townhousing units, no tool lockup is required. On multiple units other than above Article 16.05 will apply.

25.07 An employee who has obtained tools from his employer shall be allowed sufficient time to return such tools to his employer daily, during working hours. An employee receiving tools from his employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear.

25.08 When and if large residential projects are contemplated in areas beyond the City of Thunder

Bay, the parties agree to negotiate the conditions to apply to each project.

**25.09 Residential Wage Rates**

The rate of pay for the hours of a regular working day for employees shall be:

**Effective July 22/86**

Effective Date	Hourly Rate	Vac. Pay Hol. Pay	Pen.	Total
July 22/87	\$18.95	\$1.90		\$20.85
May 1/87	\$18.95	\$1.90	.50	\$21.35
Nov. 1/87	\$18.95	\$1.90	\$1.00	\$21.85

Foreman Differential: 80¢

Leadhand: 45¢

**Apprentice Rates Shall Be:**

**Effective July 22/86**

Hours	% of Hourly J/M Rate	Vac. Pay Rate	Pen. Hol. Pay	Total
1-899	50	\$ 9.47	\$ .95	\$10.42
900-1799	55	\$10.42	\$1.04	\$11.46
1800-3599	70	\$13.26	\$1.33	\$14.59
3600-4499	75	\$14.21	\$1.42	\$15.63
4500-5399	80	\$15.16	\$1.52	\$16.68
5400-7200	90	\$17.05	\$1.71	\$18.76





**Effective May 1/87**

<b>Hours</b>	<b>% of Hourly J/M Rate</b>	<b>Hourly Rate</b>	<b>Vac. Pay Hol. Pay</b>	<b>Pen.</b>	<b>Total</b>
1-899	50	\$ 9.25	s .92	\$ .50	\$10.67
900-1799	55	\$10.22	\$1.02	\$ .50	\$11.74
1800-3599	70	\$13.13	\$1.31	\$ .50	\$14.94
3600-4499	75	\$14.10	\$1.41	\$ .50	\$16.01
4500-5399	80	\$15.07	\$1.51	s .50	\$17.08
5400-7200	90	\$17.01	\$1.70	s .50	\$19.21

**Effective Nov. 1/87**

<b>Hours</b>	<b>% of Hourly J/M Rate</b>	<b>Hourly Rate</b>	<b>Vac. Pay Hol. Pay</b>	<b>Pen.</b>	<b>Total</b>
1-899	50	\$ 9.02	s .90	\$1.00	\$10.92
900-1799	55	\$10.01	\$1.00	\$1.00	\$12.01
1800-3599	70	\$12.99	\$1.30	\$1.00	\$15.29
3600-4499	75	\$13.98	\$1.40	\$1.00	\$16.38
4500-5399	80	\$14.98	\$1.50	\$1.00	\$17.48
5400-7200	90	\$16.96	\$1.70	\$1.00	\$19.66

**Article 26 — DURATION OF AGREEMENT**

26.01 This agreement becomes effective on May 1, 1986, and shall remain in effect until the 30th day of April, 1988.

26.02 Should the employer or the Union desire to change, add to, or amend this Agreement, notice in writing of such intent shall be made not later than ninety (90) days prior to termination of Agreement, and all changes are to be specified at this time.

The Parties agree to meet not later than ten (10) days following the date that notification of changes, additions, or amendments are to be received as herein mentioned.

If no such notice is given, this Agreement is to continue in force from year to year, subject to ninety (90) days notice in writing prior to April 30th of each year.

26.03 Should any part of this Agreement or any provision herein contained in this Agreement, be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Canada legislation, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate such part or provisions affected.

26.04 No addition, amendments or changes are to take place prior to the date of termination as specified, except as may be mutually agreed upon by the Union and the Construction Association of Thunder Bay in writing and endorsed by the President and Secretary of the Union with seal and signature of the Union affixed thereto.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA  
LOCAL UNION 1669

Walter Sohlman  
V. Young  
K. Niemi

CONSTRUCTION ASSOCIATION OF  
THUNDER BAY

Gary Becotte  
Harold Lindstrom  
Bruce D. Wing  
Murray MacLeay

Witness to all foregoing signatures:  
Linda Hudd

SIGNED at Thunder Bay, Ontario, this 3rd day of  
February, 1987.

**APPENDIX "A"**

of the Collective Agreement between  
**THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL UNION 1669**

-- and --

**THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY**

Members of the Association referred to in Article 1.03 of the Collective Agreement dated the 1st day of May, 1986 are herein specified as follows:

Artic Masonry ✓  
Fred Barbini Limited ✓  
Best-Way Plastering ✓  
Carr Steel Construction Ltd. ✓  
Coastal Steel Construction ✓  
Construction Forming Systems Ltd. ✓  
R. Corazza Ltd. ✓  
Dansan Contracting ✓  
Ed-Way Contractors ✓  
Dante Gasparotto Ltd. ✓  
Gateway Building and Supply ✓  
Johnson's Painting and Decorating ✓  
Knudsen's Painters & Decorators ✓  
M.D.M. (Thunder Bay) Distributors Ltd. ✓  
New Method Insulation & Supply Ltd. ✓

P & G Construction ✓  
Projecta Engineering & Construction ✓  
Sillman Co. (Construction) Limited ✓  
Stead and Lindstrom (1977) Ltd. ✓  
Thunder Bay Harbor Improvements Ltd. ✓  
A. J. Wing Construction ✓

SIGNED for the  
CONSTRUCTION ASSOCIATION OF  
THUNDER BAY

George Pollock, President  
Harold Lindstrom, Chairman  
Murray MacLeay, Manager

(Witnesses)

Linda Hudd

SIGNED AT Thunder Bay, Ontario, this 3rd day  
of February, 1987.

**APPENDIX "B"**

**APPRENTICESHIP AND CARPENTRY  
INDUSTRY  
PROMOTION TRUST FUND  
TRUST AGREEMENT**

THIS TRUST AGREEMENT made as of the 12th day of August A.D., 1966, and renewed on the 1st day of May, 1986.

between:

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL UNION 1669  
hereinafter called the union  
OF THE FIRST PART

— and —

THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY  
hereinafter called the Association  
OF THE SECOND PART

— and —

H. Lindstrom, M. MacLeay, Pat Gamble,  
K. Niemi, V. Young, L. Bortolon  
hereinafter called the Trustees  
OF THE THIRD PART

and such other employers and trustees as may from time to time become parties to this Agreement by signing the same.

WHEREAS by a Collective Agreement dated the 20th day of June, A.D., 1966, and made between the Construction Association of Thunder Bay and the United Brotherhood of Carpenters and Joiners of America. Local Union 1669 and as renewed on the 1st day of May, 1986, to which this agreement is Attached as Appendix "B", the Association and the Union have agreed to establish a trust association for purposes to advance the industry, attract trade education, promote safety and all other activities that the Board of Trustees of the trust association may deem a betterment to the carpentry industry; and

WHEREAS pursuant to the said Collective Agreement the Association and the Union desire to establish a trust and to appoint Trustees; and

WHEREAS the Trustees who have affixed their names hereto have agreed to act as Trustees;

NOW THEREFORE, THIS TRUST AGREEMENT WITNESSETH that in consideration of the covenants and conditions hereinafter contained, it is mutually understood and agreed as follows:

DEFINITIONS:

1. a) "Employer" means those member firms of the Construction Association of Thunder Bay specified in Appendix "A" attached to the Collective Agreement, or other firms who may agree to be bound by the terms and conditions of the Collective Agreement and the term employer shall include

any officer or agent duly appointed by the employer or the Association to act on his behalf.

b) "Employee" or "Employees" means any working foreman, lead hand, journeyman or apprentice in the employ of the employer and engaged in work covered by the Collective Agreement.

c) "Trustees" shall mean the Trustees in this said Trust Agreement, and such successor Trustee or Trustees as may be appointed from time to time, in accordance with the provisions hereof.

d) "Collective Agreement" shall mean the current collective agreement between the Union and the Construction Association of Thunder Bay, and as it may be changed or renewed from time to time by negotiation and/or by lapse of time.

**APPOINTMENT OF TRUSTEES:**

2. a) The Trustees shall consist of three persons appointed by the Construction Association of Thunder Bay and three persons appointed by the Union.

b) The Construction Association of Thunder Bay hereby appoints as the Trustees the persons whose name appears below opposite its own name:

THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY

H. Lindstrom, M. MacLeay and Pat Gamble



c) The Union hereby appoints as Trustees the following persons:

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA,  
LOCAL UNION 1669  
K. Niemi, V. Young and L. Bortolon

3. The Construction Association of Thunder Bay shall have the right to appoint three (3) Trustees and shall have the right from time to time to replace such Trustees or any one or more of them by notice in writing to the Trustees signed by the Secretary of the Association.

4. The Union shall have the right to appoint three (3) Trustees and shall have the right from time to time, to replace such trustees or any one or more of them, by notice in writing to the Trustees signed by the Secretary of the Union, or its successors, as provided by the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

5. The Trust Plan shall be administered by the Trustees under the name "Apprenticeship and Carpentry Industry Promotion Trust Fund" and the Trustees hereby accept the Trust and undertake to be bound by the terms of this Trust Agreement.

6. Any person who is appointed a Trustee, before entering upon his duties, shall sign an acknowledgment of his appointment and an undertaking and

agreement to be bound by the terms of this said Trust Agreement. A Trustee may resign by notice in writing given to the Trustees.

**AUTHORITY OF THE TRUSTEES:**

7. a) Subject to the provisions of this agreement, the Trustees shall have full authority to determine all questions of payments, and methods of providing or arranging of benefits and other related matters;

b) The Trustees may make such rules and regulations not inconsistent with the terms hereof, as are necessary in their absolute discretion to carry out the provisions of this trust agreement.

**PAYMENT OF TRUSTEES:**

8. A Trustee shall not receive compensation for the performance of his duties as Trustee except such employment as the Trustees deem advisable, and shall be reimbursed out of the fund for all reasonable and necessary expenses which he may incur in the performance of his duties.

**SPECIFIC POWERS OF TRUSTEES:**

9. The Trustees may:

a) Employ administrative and clerical personnel to whom they may delegate such portion of their duties as they may, in their sole discretion, deem proper or necessary for the sound and efficient administration of the Trust; enter into working agreements with any other organization in connection with the Trust; retain and compensate con-

sultants, bonding agents, arbitrators, legal counsel, and auditors, as they may in their discretion, deem proper or necessary; **the Trustees may** direct a licensed public accountant or chartered accountant designated by them to inspect such payrolls and other records of each employer as may relate to the Trust and may require such employer to permit such inspection and to furnish statistical information relating to employees.

10. The Trustees shall be entitled to open such bank accounts as they may deem necessary. All cheques and other documents shall be signed by two (2) Trustees, one of whom shall be a trustee appointed by the employer, and one of whom shall be a trustee appointed by the Union.

#### **MEETING OF TRUSTEES:**

11. a) Meetings of the Trustees may be held any place in the Province of Ontario but not outside of Ontario;

b) Annual Meetings:

An annual meeting of the Trustees shall be held each year, at such time and on such day as the trustees may from time to time determine for the purpose of hearing and receiving the reports and statements of the auditor and others.

c) Special Meetings:

Any three (3) Trustees shall have power to direct the calling of a meeting of the Trustees by sending a written notice to the Trustees setting out the purpose of such meeting. The notice of the meeting shall

set the place and the date and the time of the meeting;

d) Notice of Meetings:

Notice of the time and date and place of each meeting shall be given to each Trustee not less than 14 days before the **date** on which the meeting is to be held. All notices are to be in writing and sent by prepaid registered post. A meeting of Trustees may be held at any time without notice if all Trustees have waived notice in writing.

e) Officers:

At the first meeting in each year, the Trustees from amongst themselves shall elect a President and a Secretary and a Treasurer or a Secretary-Treasurer to hold office for the year or until their successors are elected.

f) Votes:

Each meeting shall be presided over by the President who shall have a vote, or any other person elected by the Trustees, who, unless he is a trustee, shall have no vote. Should a Trustee act as Chairman he shall have no additional vote as chairman. At any meeting of Trustees, the quorum shall consist of not less than 2 Trustees appointed by the Union and 2 Trustees appointed by the Employer. Each Trustee shall be entitled to one vote at meetings of the the Trustees provided that at meetings where there are present a greater number of Trustees appointed by the Union than Trustees appointed by the employer, the Trustees appointed by the Employer shall also be entitled to cast jointly a sufficient number of additional votes to give them

as a group the same number of votes as the Trustees appointed by the Union are entitled to cast. Provided further at any meeting where there are present a greater number of trustees appointed by the employer than Trustees appointed by the Union, the Trustees appointed by the Union shall also be entitled to cast jointly a sufficient number of additional votes to give them as a group the same number of votes as the Trustees appointed by the employer are entitled to cast. Each Trustee shall be entitled to have with him at any meeting of the Trustees, an advisor who shall not have any right to vote.

g) Minutes of Meetings:

Minutes of meetings of the Trustees shall be prepared by the Secretary of the meeting and shall be circulated by him forthwith after each meeting. At the first meeting of the Trustees, the Trustees shall appoint a banker, auditors and signing officers.

h) Procedure of Trustees:

Except in cases where this trust agreement requires unanimous approval, consent or agreement of the Trustees for any purpose, the Trustees shall be entitled to exercise their powers under this agreement.

- (i) by an instrument in writing signed by not less than 2 of the Trustees appointed by the Association and 2 of the Trustees appointed by the Union, provided that any such instrument in writing shall have been received by all of the Trustees at least two (2) weeks prior to the signing thereof, or
- (ii) by resolution passed at duly constituted meeting of the Trustees.

i) The President of the Construction Association of Thunder Bay, or his nominee, and the President of the Union, or his nominee shall have the right to attend the annual meeting of Trustees as observers, but shall have no voice or vote at the said meeting. Notice of the annual meeting shall be given to the President of the Construction Association of Thunder Bay and the President of the said Union in the same manner as notice of the meeting is given to the Trustees.

j) The Trustees shall forward copies of all the reports of the statements of the auditors received by them at the annual meeting to the Construction Association of Thunder Bay and to the Union.

k) The fiscal year end of the trust association shall be the 31st day of December in each year.

**LIABILITY OF PARTIES:**

12. a) No Trustee acting hereunder shall be liable for any action taken or omitted by the said Trustee in good faith, nor for the acts or omissions of any associate nor for the acts or omission of any agent, employee, or attorney selected by the Trustees with reasonable care, nor for the acts or omissions of any other Trustee; nor shall any Trustee be individually or personally liable for any of the acts or omissions of the Trustees acting as such.

b) No Employer or Union shall be held liable in respect of any act or obligation of any Trustee or Trustees by reason of such Trustee or Trustees being an officer or employee of, or in any way associated with such employer or union, it being

understood that each of the trustees appointed acts personally as a representative only and not as the agent of any person, firm, corporation, voluntary unincorporated association or organization.

**CONTRIBUTIONS:**

13. a) The obligation of the employers and the employees to make contributions under this agreement shall be limited to contributions in respect of the amounts as set out in the Collective Agreement;

b) The contributions shall be paid to the Trustees or as they direct.

c) Each employer shall send a copy of the statements required by the Trustees to Trustees and shall pay in the manner provided in the Collective Agreement the required contribution that he is to make.

14. a) Any additional contributions in respect of administration expenses shall be paid by the employers and the Union, on an equal basis, if so required by the unanimous consent of all trustees. Additional contributions shall be payable as assessed upon receipt of a notice by the employers and the Union of the total amount thereof as fixed by the Trustees. The Trustees shall not be entitled to fix any amount in respect of additional contributions unless they unanimously agree to do so.

b) The amount of contributions to the Trust Fund as set out in the Collective Agreement shall not be a subject matter of negotiations between the parties. Any changes in the amount of the contribu-

tions to the Trust Fund. must come upon the unanimous recommendations of the Trustees and the approval of the Association and the Union.

15. a) The title to all surplus funds to which the Trustees may become entitled under this agreement shall be vested in and remain exclusively in the Trustees. Neither the employer, the union, or the employees shall have any right, title or interest in any such surplus funds except as specifically provided in this Trust Agreement or by resolution of the Trustees.

b) It is the intention of the parties hereto that this trust agreement shall constitute an irrevocable trust of such surplus funds for the sole and exclusive benefit of the objects set out and no such surplus funds shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, attachment, garnishment, incumbrance or charge and any attempt to the contrary shall be void. No employee shall have the right to receive any part of such surplus funds either upon the termination of this trust agreement or on the cessation of his employment with an employer or otherwise.

**SURPLUS:**

16. a) Any surplus funds to which the Trustees may become entitled shall be invested by the Trustees at the best available rate of interest unless the Trustees unanimously determine that such surplus funds shall be withdrawn and dealt with in some other manner.



b) This Trust Agreement may be terminated at any time upon the unanimous approval of all the parties. Any surplus of funds at that time shall be used by the Trustees to further the objects for which the fund was created.

17. With the majority approval of the Trustees:

17. a) All funds to which the Trustees may become entitled shall be deposited in any bank or Trust Company or may be invested and reinvested in any securities authorized under Section 63 (1) of the Canadian and British Insurance Companies Act (Canada) as investments for companies registered under Part III of such Act, provided that these securities are located in the Province of Ontario and preferably in Northwestern Ontario.

b) The Trustees may, from time to time, enter into and terminate agency or custody agreements, with any bank or trust company under which a portion of such surplus funds may be turned over to such bank or trust company for investment or reinvestment consistent with the provisions of this paragraph.

18. All parties dealing with the Trustees are hereby released from any necessity for questioning the authority of the Trustees hereunder or from seeing to the application of any monies, securities, or other property and every instrument executed by the Trustees shall be conclusive.

a) That at the time of delivery of such instrument, this trust agreement was in full force and effect ;

b) That such instrument was executed in

accordance with the provisions of this trust agreement; and

c) That the Trustees were duly authorized to execute such instrument.

19. The receipt given by the Trustees for any monies or other property received by them shall effectually discharge the person or persons paying or transferring the same and such person or persons shall not be bound to see to the application thereof or be answerable for the loss or misapplication thereof.

20. This Trust Agreement may be amended at any time by instrument in writing signed by all of the parties to this agreement or their successors.

21. This Agreement shall be binding upon all parties hereto, their successors, administrators and assigns.

IN WITNESS WHEREOF this trust agreement has  
been duly executed.

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL UNION 1669

K. Niemi  
V. Young

— and —

THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY

P. E. Gamble  
Harold Lindstrom  
Murray MacLeay

— and —

TRUSTEES

V. Young  
K. Niemi