

THESE ARTICLES CONSTITUTE A COLLECTIVE AGREEMENT

entered into between
THE OTTAWA CONSTRUCTION ASSOCIATION
(ON BEHALF OF THOSE COMPANIES FOR WHOM THE ASSOCIATION
HAS BARGAINING RIGHTS)
(herein called "the Employer")

as Party of the First Part

- and -

UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

Local Union 93, Ottawa, Ontario
(herein called "the Union")
as Party of the Second Part

SOURCE	C.A.S.A.		
EFF.	90	05	01 /
TERM.	92	04	30
No. OF EMPLOYEES	500		
NOMERE D'EMPLOYES	80		

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish mutually satisfactory relations between Employer and employees, and to provide for the speedy and equitable adjustment of grievances.

ARTICLE 2 - DURATION OF AGREEMENT

This Agreement shall be in effect from May 1, 1990 until April 30th, 1992 and thereafter from year to year unless notice be given not more than one hundred and twenty (120) days and not less than sixty (60) days before the expiry date (or its anniversary as the case may be) by the Party desirous of a change.

ARTICLE 3 - RECOGNITION AND AREA OF AGREEMENT

The Employer recognizes the Union as the exclusive bargaining agent for all working foremen, carpenters, and carpenter's apprentices in their employ, save and except those covered by the Carpenter's Provincial Agreement for the Industrial, Commercial and Institutional sector of the construction industry and Owner-Builder residential wood-frame construction.

IN ZONE 1 : The Regional Municipality of Ottawa-Carleton (Except the Township of Marlborough) the County of Russell and the Townships of Alfred and North South Plantagenet in the County of Prescott, and

IN ZONE 2 : The Counties of Stormont and Glengarry and surrounding townships as follows: Williamsburg, Winchester, East Hawkesbury, West Hawkesbury, Longueuil and Caledonia.

IN ZONE 3 : 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, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Kickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy,



All carpentry work on bridges, wharves, docks, shoring and underpinning. Pilesetting and the burning and welding on work coming within the jurisdiction of the Union.

Cribmen and Timbermen. All false work and the construction, erecting and assembling of form work for concrete, including levelling and layout and the erection of shoring and steel jacks. The stripping of prefabricated panel forms designed for specific re-use and the releasing of the wedges or clamps and the removal of the plywood sheathing from the concrete surface of the wall on "built in place" wall forms. Building and setting batter boards and locating lines on same as it pertains to the trade. The setting of templates and anchor bolts. The installation of imbedded metal inserts where attached to concrete forms. The construction of all wood scaffolding and the erection of all types of scaffolding for work of this trade.

Metal partitions and metal trim. Metal shelving. All rough and finish carpentry and on site millwork, including the layout pertaining to such work. The erection and on site fabrication and installation of store fixtures. The installation of blackboards, bulletin boards, tack boards, etc... The assembling, fastening and installing of seating in theatres, halls, etc... The setting and hanging of all wood windows and certain types of metal windows. All shingling and siding. Accoustic tile and drywall. Insulation. Raised computer floors.

All Resilient Floor and Carpet Layers, Tile Layers, Seamless Floor Mechanics, Hardwood Floor Layers, Strip Floor Layers, Parquet Floor Layers, Floor Sanders and Finishers.

ARTICLE 5 - JURISDICTION DISPUTES

Any jurisdictional dispute which cannot be settled between the parties to this Agreement and any other Union, person or organization, shall be referred to the Impartial Jurisdictional Disputes Board in Washington and the Parties agree to abide by its decision.

The Employer shall assign work in accordance with the procedural rules of the Impartial Jurisdictional Disputes Board and work shall continue uninterrupted as assigned to members of the Union until the above mentioned Board determination decides otherwise.

If the Employer fails to implement a decision it shall not be a breach of this Agreement for the Union to withdraw its members from the job.

The Parties agree that if a Canadian or a Provincial Jurisdictional Board is set up the Parties will recognize and be bound by the decisions of such a Board provided that the Parties have been represented in the establishment of said Board.

The Parties agree to establish a Committee made up of two Employer's Representatives from the Ottawa Construction Association and two Representatives from the Union who will meet and endeavour to resolve any jurisdictional dispute that may arise.

discipline or discharge employees for just cause. Any complaint of improper suspension, discipline or discharge may be made the subject of a grievance as hereinafter provided subject to the right of employee concerned to lodge a grievance under the orderly procedure contained in this Agreement.

The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities subject to the terms of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Any dispute, difference, controversy or grievance affecting or arising out of the interpretation, application or administration of this Agreement shall be adjusted, if possible by negotiations between the Employer and the Union. A meeting to discuss any such dispute or grievance shall be called within two (2) working days of the first notice in writing of such dispute or claim or alleged violation and the Parties concerned with the dispute shall endeavour to reach a decision within three (3) working days of receiving first notification. Notice of any grievance shall be promptly filed with the other Party.

Where a difference arises between any of the Parties hereto relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure described above, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the nominee of the Party wishing to bring the matter to arbitration. Such written notice shall also state clearly, the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any, is claimed by the Party requesting arbitration. The Party receiving such notice shall, within five (5) days, advise the other Party of the name of its nominee to the Arbitration Board.

The two nominees so selected shall, within five (5) days of the appointment of the second of them, appoint a third Party as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either Party.

The Arbitration Board shall hear and determine the difference or differences between the Parties and shall issue a decision in writing which shall be final, and binding upon the Parties and upon any employees affected. The decision of a majority of the Board shall be the decision of the Board and if there is no majority the decision of the Chairman shall govern.

However, it is understood that the authority of the Arbitration Board or the decision made by such Board is limited, in that there shall be no alteration to, or addition to, or subtraction from, or modification or amendment to any part of this

ARTICLE 8 - SAFETY

Both Parties to the Agreement recognize their joint responsibility for job safety. To this end, it is agreed that every employee may be required to own and wear a safety helmet of a type approved by the Canadian Standards Association, and the Employer agrees that such helmets may be purchased from him at cost. The Parties further agree that every employee shall wear suitable protective footwear. All Parties to this Agreement will abide by the Ontario Occupational Health and Safety Act.

ARTICLE 9 - SHIFT WORK

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 the shift commencing at eight (8:00) a.m. and finishing at four thirty (4:30) p.m. Any shift worked ~~outside~~ of the regular hours above mentioned shall be seven (7) hours duration for which eight (8) hours pay shall be paid. ⁴⁴⁻⁴⁵ ₅₀₀₀₀

In the event that a shift, ³⁻⁷ ~~other than~~ the day shift, is not of 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.

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. ^{37, a, b, c, d, e}

ARTICLE 10 - SPECIAL JOBS

On jobs in occupied buildings where it is impossible to perform work during the regular hours and the Employer has obtained a permit from the Advisory Committee, an employee shall be permitted to work special hours, if the employee has not worked within sixteen (16) hours previously. The work period in such cases will be of eight (8) hours duration with one half hour taken for lunch. A premium of two dollars (\$2.00) per hour over and above the employee's basic rate will be paid. Overtime rates will be paid for all time in excess of eight (8) hours or if less than eight (8) hours are worked. This clause does not pertain to work performed on Saturdays, Sundays or on statutory holidays.

ARTICLE 11 - HOLIDAYS

- (a) Work performed on New Year's Day, Good Friday, Victoria Day, ~~Dom~~ Sunday, Thanksgiving Day, ~~Christmas Day~~ and ~~Civic Holiday~~, shall be paid at double the regular hourly rate ^{and of King Day} on any of the above mentioned holidays falls on a Sunday, the Monday following shall be deemed to be the holiday. 5
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- (b) It is agreed that during each year, employees may take two (2) weeks vacation exclusive of statutory holidays. 54
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ARTICLE 12 - REPORTING TIME

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No employee covered by this Agreement shall be laid off or dismissed within the first four (4) hours after reporting in for work except for serious misconduct. Any prospective employee sent out by the Union at the request of an Employer and not hired shall be paid one (1) hour pay for reporting to the job unless the employee concerned has not been hired because of his previous unsatisfactory work record or the fact that he has been discharged or fired for misconduct or poor performance in the past.

ARTICLE 13 - METHOD OF PAY

All wages to be paid in cash weekly, during working hours, not more than three (3) working days to be held back in making up the payroll. With permission of the Union, payment may be made by cheque. Such permission will not be unreasonably withheld. One (1) hours' notice must be given by the Employer when an employee is laid off or dismissed. When an Employer lays off an employee his wages shall be paid in full immediately together with his Unemployment Insurance Record of Employment. Any further delay entitles him to waiting time, except in cases of disorderly conduct or insubordination, at the regular rate of wages, providing that he waits on the job. Where the Unemployment Insurance Record of Employment cannot be given the employee at the time of separation, they will be sent to the employee by registered mail within twenty-four (24) hours.

Employees on temporary lay-off for shortage of work, etc., shall receive their pay in full as mentioned above if off work more than one (1) working day.

When an employee quits, he shall receive his pay on the next regular pay day.

An employee shall receive a pay slip which shall indicate:

- (a) The name of the Employer and employee.
- (b) The total hours worked at straight time.
- (c) The total hours worked at overtime.
- (d) The hourly rate.
- (e) The amount of vacation pay.
- (f) Details of all deductions and contributions.
- (g) The amount of travel and board allowance.
- (h) The pay period.

ARTICLE 14 - WORKING CONDITIONS

(a) All tools, powered or otherwise, used on all projects for work under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, Local Union 93, shall be operated only by bona fide members of the Carpenters' Union under this Agreement.

(b) The Employer shall provide a proper sanitary separate place of shelter with table and benches, and sufficiently heated in inclement weather, where employees may eat their lunch. The lunchroom will be kept clean and will be clear of all building materials or other construction equipment.

(c) The Employer shall also provide a safe and weatherproof place

The Employer's liability hereunder shall be as per the ICI agreement for clothing and tools for each employee. If required by the Employer, the employee must provide a list of tools and clothing left in the designated locked storage at the end of a shift without the employer's written consent.

(d) Facilities such as vises, sawsets and files for the filing of saws will be provided by the Employer. Carpenters will be allowed time to sharpen their tools and where there is no filer on the job, file their saws during working hours.

(e) The Employer shall provide an adequate supply of cold drinking water at all times in enclosed containers with a spout, and paper cups. The Employer shall supply suitable sanitary toilet facilities on the job for preservation of public health. Flush toilets will be supplied where these can be connected to the building sanitary sewer system.

(f) Members of the Union (no more than two (2) in number) shall be allowed leave of absence without pay, to attend union conventions, conferences and negotiations providing forty-eight (48) hours notice is given, but no employee shall absent himself from his employment without proper notice.

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(g) An employee who is injured while at work shall be provided free transportation to medical attention and shall be paid to the end of his shift.

(h) The employee shall be allowed a ten (10) minute refreshment break once during each half of each shift at a time mutually agreed upon by the parties.

(i) When an employee is required to work under abnormal conditions or exposed to inclement weather, the Employer will provide such protective clothing as is deemed reasonably necessary. The employee shall be responsible for the return of such protective clothing in good condition, subject to normal wear and tear.

ARTICLE 15 - WORK STOPPAGES

In accordance with the requirements of Section 36 (1) of the labour Relations Act, there will be no strike, or lockout during the term of this Agreement.

The Employer agrees that no action will be taken against the Union, its representatives, or its members because of a failure to cross a picket line set as aforesaid.

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Forty-eight (48) hours notice shall be given to the Employer before a picket as aforesaid is established.

ARTICLE 16 - RIGHTS OF BUSINESS REPRESENTATIVES

The Business Representatives of the Union shall in the course of their duties have access to the work on which members of the Union are employed, and the contractor shall assist Business Representatives to obtain a pass to the premises where necessary. Business Representative shall make their presence known to the Employer's Representative or their authorized representative.

ARTICLE 17 - SAVINGS CLAUSE

If any Court shall hold any part of this Agreement invalid, such decision shall not invalidate any other parts of this Agreement.

ARTICLE 18 - JOB STEWARDS

A steward may be elected or appointed by the Union for each job and for each shift. Should the project be sufficiently large then additional stewards may be elected or appointed. 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 said project.

The job steward shall be allowed reasonable time to carry out his duties. There shall be no discrimination against the job steward for carrying out his duties as steward providing such duties do not interfere with the progress of the work.

All things being equal the job steward will be one of the last three (3) men on the job.

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ARTICLE 19 - APPRENTICES

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The Employer and the Union mutually agree that, in the best interests of the Industry, apprentices ought to be hired and properly trained. Therefore, it is agreed that every employer will hire at least one (1) apprentice. The Employer agrees to hire an additional apprentice for each five (5) journeymen carpenters in his employ.

The Union agrees to accept such apprentices into the Union in accordance with its Constitution and Laws.

Apprentices must be registered with the Industrial Training Branch, Ontario Ministry of Colleges and Universities.

The parties agree to establish and maintain a Joint Apprenticeship Committee consisting of three (3) Representatives named by the Ottawa Construction Association and three (3) Representatives named by the Union. The Apprenticeship Committee shall be responsible to ensure that apprentices receive proper training in all aspects of the trade and to review the progress of apprentices at regular intervals.

ARTICLE 20 - CHANGES TO AGREEMENT

Changes during the life of this Agreement are not excluded, but must be mutually agreed upon in writing between the Association and the Union.

ARTICLE 22 - Rates of Pay, Contributions to Pension Plan, Welfare Plan, Vacation Pay Fund, Industry Fund, Apprenticeship Fund, Union Dues deduction, Union Security, Overtime, Hours of Work and Travel, Room & Board Expenses.

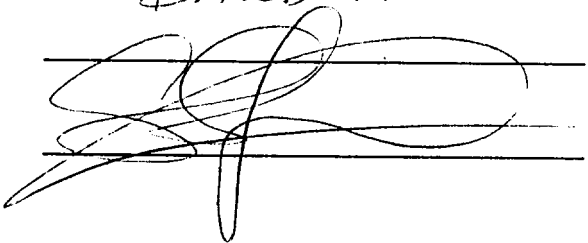
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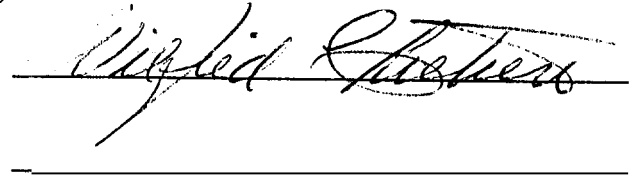
subject to the ratification by the members of Local 93 and the Employers for whom the Association bargains on behalf.

FOR THE EMPLOYER

^{19th}
DATED THE ~~18th~~ DAY of October, 1940.

FOR THE UNION





SCHEDULE "A"

- 1) This Schedule applies to work performed in Zones 1, 2 and 3 contemplated by Article 3 of this Agreement on construction projects other than Industrial, Commercial and Institutional Sector of the construction industry projects.

The "WORK PERFORMED" mentioned here above shall be the work performed by general contractor direct hired employees and any work performed on concrete forming construction excluding concrete forming for wood frame residential construction.

- 2) The rates of wages, contributions to Pension and Welfare plan, Vacation Pay, Apprenticeship fund, Industry Fund, hours of work and overtime travel, room & board for the work performed under this Schedule shall be as determined by the Provincial Collective Agreement between the Carpenters Employer Bargain Agency (E.B.A.) and the Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America (O.P.C.) effective 1 May 1990 to April 30, 1992 and as amended by the parties thereto from time to time.

- 3) The Employer agrees to ~~employ only members in good standing of~~ Local 93 for all work coming within the jurisdiction of Local Union 93. This shall apply to work being carried out either directly by the Employer or by a subcontractor performing work covered by this Schedule. All hiring will be done through the Union office and no employees will be hired without an official referral slip of Local Union 93. A member in good standing of Local 93 who is registered for work with the Union will be issued a referral slip if requested by name by the Employer.

In Zone 2 and Zone 3 every effort will be made to hire union members from the area in which the work is being performed.

If after forty-eight (48) hours notice the Union is unable to supply employees in sufficient numbers from within the respective zone, the Employer may hire from any other source and those employees must obtain a referral slip from Local Union 93 before commencing work and must make application for membership in the Union within fifteen (15) days. The Employer agrees that where a non-union employee is employed no member of the Union will be laid off.

The Employer will not subcontract work covered by this Schedule which is to be performed at the job site except to a contractor who holds an agreement with the Union.

The Union shall not permit any of its members to work for any Employer for a lesser rate of wages than those established herein.

The Employer agrees that, with reasonable cause, at the request of the Union he will submit to the union a list of all his employees covered by this Agreement.

There shall be no discrimination against anyone becoming a bona fide member of the Union as long as the provisions of the Constitution and Laws of the United Brotherhood are not

SCHEDULE "B"

HEAVY CONSTRUCTION

Heavy construction work shall be performed under the terms and conditions of the agreement between the Heavy Construction Association of Ontario on behalf of its member Contractors and the United Brotherhood of Carpenters and Joiners of America, on behalf of itself and on behalf of its Local Unions and District Councils in the Province of Ontario, herein attached and forming part of this Agreement and it may be amended from time to time by the contractual parties of said Agreement.

SCHEDULE "C"

ACOUSTIC CEILINGS AND DRYWALL

This Schedule shall cover all work contemplated by the Residential Agreement between certain contractors and the United Brotherhood of Carpenters and Joiners of America, Local 2041.

All work related to this section of the construction industry shall be performed under the terms and conditions of said Local 2041 agreement by a signatory contractor or the general contractor.

SCHEDULE "D"

- 1) This Schedule covers any work within the scope of this Agreement outside the work covered by Schedules A, B and C of this Agreement.
- 2) Wages for work performed under this Schedule shall be 80% of the wages described on Schedule "A" of this Agreement. The Employer may perform work covered by this Schedule on a remuneration related production basis. At no time the remuneration production basis employees shall receive less than an employee working on hourly rates mentioned here above.
- 3) The Employer agrees to give preference to companies in contractual relations with the Union when subcontracting work covered by this Schedule provided they are able to perform the work at competitive prices. Where a subcontract is awarded to a company not in contract relations with the Union, such subcontractor shall observe the terms and conditions of this Schedule and the Employer agrees to remit to the Union \$7.50 per week, or portion thereof, for each employee of the said subcontractor performing work covered by this Schedule.
- 4) The regular hours of work shall be forty-five (45) hours per week, nine (9) hours per day, Monday to Friday.

Where forty-five (45) hours cannot be worked during the regular work week due to conditions beyond the control of the Employer, make-up time at two (2) hours per day Monday to Friday and eight (8) hours on Saturday may be worked at straight time rates until forty-five (45) hours have been worked. Make-up time shall only be permitted during the week that the time is lost.

- 5) Work in excess of forty-five (45) hours per week or nine (9) hours per day, except make-up time, shall be paid at one and a half (1 1/2) times the regular rate of pay, except Sundays and holidays which shall be paid at two (2) times the regular rate.
- 6) For hourly rated employees the Employer shall remit all contributions in accordance with Article 2 of Schedule "A" of this Agreement.