

RESIDENTIAL  
COLLECTIVE AGREEMENTS

BETWEEN:

TORONTO & DISTRICT  
CARPENTRY CONTRACTORS ASSOCIATION;  
ONTARIO CARPENTRY CONTRACTORS ASSOCIATION

-and-

CARPENTERS & ALLIED WORKERS LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA

May 1st, 1998

April 30th, 2001

RESIDENTIAL  
COLLECTIVE AGREEMENT

BETWEEN:

TORONTO & DISTRICT  
CARPENTRY CONTRACTORS  
ASSOCIATION

(A Corporation duly incorporated pursuant to the **laws**  
of the Province of Ontario) on behalf of its member companies

(hereinafter called the “EMPLOYER”)

*-AND-*

CARPENTERS *AND* ALLIED WORKERS LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA

(hereinafter called the “UNION”)

RESIDENTIAL  
COLLECTIVE AGREEMENT

BETWEEN:

ONTARIO  
CARPENTRY CONTRACTORS  
ASSOCIATION

(A Corporation duly incorporated pursuant to the laws  
of the Province of Ontario) on behalf of its affected member companies

(hereinafter called the "EMPLOYER")

- AND -

CARPENTERS AND ALLIED WORKERS LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA

(hereinafter called the "UNION")

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## **ARTICLE 1 - PURPOSE**

**WHEREAS** the employer, and the Union, wish to make a common Collective Agreement with respect to certain employees of the employer engaged in work, more particularly described in Article 3 of the Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement.

**NOW THEREFORE** it is agreed as follows;

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

## **ARTICLE - 2 FORM OF AGREEMENT**

**2.01** This Agreement shall consist of a master portion and specialty appendices.

**2.02** The specialty appendices shall be known as the  
**a)** Specialty Appendix "A" (High Rise)  
**b)** Specialty Appendix "B" (Low Rise)

**2.03** Each specialty appendix shall contain those provisions which are not common to all members of the employer. Such provisions shall be read as an amendment to or **an** addition to those provisions under the same title and number as in the master portion of the Agreement. An appendix may include special provisions not found in the master portion.

**2.04** Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context applies.

## **ARTICLE 3 – RECOGNITION**

**3.01** The employer recognizes the Union as the sole and exclusive bargaining agent for all Carpenters and Carpenters Apprentices of the employer engaged in residential construction in the Province of Ontario save and except office and sales staff and non working foreman, and persons above the rank of non working foreman.

**3.02** The Union recognizes the Toronto & District Carpentry Contractors Association and the Ontario Carpentry Contractors Association as the exclusive agents of the members of the respective associations and agrees not to negotiate individually with said members.

- 3.03** If the employer performs work covered by any of the following Collective Agreement to which the Union is a party, such work shall be performed, under this Agreement, according to the terms and conditions of the applicable Agreement which shall be deemed to be incorporated by reference herein:
- a) Provincial I.C.I. Collective Agreement between the Carpenters Employer Bargaining Agency and the Carpenters District Council of Ontario, United Brotherhood of Carpenters & Joiners of America.
  - b) Heavy Construction Agreement between the Heavy Construction Association of Ontario and the Carpenters District Council of Ontario.
- 3.04** If the employer performs work covered by any of the following Collective Agreement to which the Union is a party, such work shall be performed under that Agreement.
- a) Caulking
  - b) Resilient & related flooring
  - c) Finish siding, soffit, fascia & eavestroughing
  - d) Railing systems
  - e) Outsulation
  - f) Shingling

#### **ARTICLE 4 - UNION SECURITY**

- 4.01** The employer shall only hire and continue to employ members of the Union, in good standing **as** long as the Union can supply qualified employees who are capable of performing the work required.
- 4.02** All employees covered by this Agreement shall be hired through the Union's office. However, it is expressly agreed by and between the parties hereto that the employer has the right to recall former employees through the Union's office within a period of ninety (90) days from the most recent lay-off of each Employee by the employer, provided the employee is unemployed and registered at the office of the Union, on the date of recall.
- 4.03** In the event the Union is unable to supply members of the Union after two (2) working days **from** the date of request, the employer may hire employees **from any** other source, but the employer must first refer said employee(s) to the Union for admission **and/or** they must receive a referral slip **from** the Union before commencing work.

**4.04** No employee shall be refused employment or Union membership because of his/her race, colour, creed, age, sexual orientation, **sex** or national origin. The Union and the employer agree it is the right of every employee to work in an environment free from sexual harassment.

**4.05** Persons who are excluded by Article 3.01 of this Agreement shall not be permitted to perform any bargaining unit work except where that person pays on his own behalf an amount equivalent to the initiation fees, union dues and all other benefits and assessments otherwise payable by and on behalf of employees under this Agreement.

**4.06** The payment referred to in paragraph 4.05 hereof shall be made at the times and and in form set out in Article 11.

#### **ARTICLE 5 – SUBCONTRACTING**

**5.01** Any work that is the work of the Union in the provisions of this Agreement shall only be contracted or subcontracted to a contractor or subcontractor bound by this Agreement.

**5.02** Construction Management - Without restricting in any way the application of the subcontracting provision contained in Article 5.01 of this Agreement, a contractor or subcontractor who undertakes a contract with an owner to provide construction management services shall be subject to said Article 5.01, and without limiting the generality of the foregoing, the employer shall ensure that all contracts or subcontracts, in respect to the project for which the employer has agreed to provide construction management services, are only let to a contractor or subcontractor bound by this Agreement, irrespective of whether such contracts or subcontracts are entered into directly between the owner and the subcontractor or contractor.

#### **ARTICLE 6 – NO STRIKE – NO LOCKOUT**

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

#### **ARTICLE 7 - WAGES AND METHOD OF PAYMENT**

**7.01** The wages for the employees shall be those set out in the specialty appendices.

**7.02** Employees are to be paid within seventy-two (72) hours of closing of the time books.

- 7.03** All time books are to be closed either bi-weekly or weekly, as specified by the specialty Appendices.
- 7.04** Hourly employees to receive a minimum of three (3) hours pay if called back to work after completion of their regular shift and after leaving the job provided the employee works a minimum of one (1) hour. Employees who work less than one (1) hour shall receive two (2) hours pay.
- 7.05** In the case of lay-off or dismissal, all employees will receive one hour's notice with pay and be allowed to leave the job site at that time and when an employee terminates he must also give one (1) hour's notice to the employer.
- 7.06** When the employer lays off an employee, the employee shall be paid in full immediately and at the same time the employee will receive all documents deposited with the employer. When documents are not given to the employee at the time of termination they shall be sent by the employer to the employee by mail within forty-eight (48) hours from time of termination excluding Saturdays, Sundays and Statutory Holidays.
- 7.07** An employee shall receive a pay slip which shall indicate:
- a) the name of the employee and the employee's employer.
  - 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 travelling and board allowance.
  - h) pay period
- 7.08** A Working foreman is defined as an employee having supervisory capacity over eight or more other employees, excluding himself and who in addition is also required to perform his regular working duties, with use of the tools of his trade if and when required. The employer retains the exclusive right to appoint a working foreman.
- 7.09** The term "lead hand" is defined as an employee having supervisory capacity over **from** three to seven other employees (exclusive of the lead hand) and also in addition to such supervisory capacity is also required to perform his regular working duties with the tools of his trade, if and when required. It is agreed that a lead hand will not be used unless a working foreman is already employed on the project. The employer retains the exclusive right to appoint a lead hand.



## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.01** The hours of work and overtime rates shall be those specified in the Specialty Appendix.

## **ARTICLE 9 – HOLIDAYS**

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

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

Heritage Day or equivalent shall be included when proclaimed.

**9.02** When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day it falls following the weekend. Canada Day shall be observed on the day it falls.

**9.03** The employer shall advise the steward when employees are to work on Saturday, Sunday or holidays. Such notice shall be observed on the day it falls.

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

## **ARTICLE 10-VACATION AND HOLIDAY PAY**

**10.01** Vacation and Holiday pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of the gross wages earned. That part of the amount allocated to vacation pay shall be the minimum required and the balance shall be in lieu of payment for recognized Statutory Holidays.

## **ARTICLE 11-HEALTH AND WELFARE PLANS, PENSION PLANS, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS**

**11.01** The parties hereto agree that all fringe benefit plans or funds referred to in this Article shall be jointly trusteesd by a number of Trustees appointed by the employer and a like number of Trustees appointed by the Union.

**11.02** The parties hereto agree that the Welfare Benefit Plan presently in existence shall continue. The amounts of monies to be paid into the Welfare Benefit Plan by the employer shall be those set out in the Specialty Appendices.

- 11.03** The parties hereto agree that the Pension Plan presently in existence shall continue. The amounts of monies to be paid into the Pension Plan by the employer shall be those set out in the Specialty Appendices.
- 11.04** The parties hereto agree that the employer shall contribute fourteen cents (\$.14) per hour for each hour earned by each employee to the existing Apprenticeship and Training Fund and that such contributions shall be remitted monthly with the welfare and pension contributions as provided by this Agreement.
- 11.05** The parties hereto agree that the employer shall contribute ten cents (\$.10) per hour earned effective May 1, 1999; and twenty cents (\$.20) per hour earned effective May 1, 2000 to the Carpenters Industry Promotion Fund (C.I.P.F.) to be remitted monthly with the welfare and pension contributions as provided by this Agreement,
- 11.06** Contributions and/or deductions required under this Agreement shall be forwarded to the Administrator designated by the Trustees. The contributions and/or deductions shall be remitted by the 15th of the month following the month in which the hours have been earned together with the supporting information entered on a reporting form as designated by the trustees and at no time shall the contributions and/or deductions be paid directly to the employees.
- 11.07** In the event that the employer fails to remit contributions by the 15th of the month due, the Trustees may charge interest at a rate of five (5%) percent per month (60%) sixty per cent per year from the due date for any delinquent contributions fifteen (15) days in arrears provided the employer has received five (5) days written notice to correct such delinquency.
- 11.08** With reasonable cause, the trustees may request an employer to submit to them within a stipulated period a certified audited statement of contributions to these funds for a period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the employer by the Trustees. This procedure does not prejudice any action currently being taken by the Board of Trustees.
- 11.09** If the employer does not submit the certified audited statement as per Article 11.08, the Trustees may appoint an independent chartered accountant to enter upon the employer's premises where the payroll records are kept during regular business hours to perform an audit of the employer's records only with respect to the employer's contributions to the required employee benefit plans or funds.
- 11.10** Where the Trustees appoint an auditor, 50% of the cost of the audit shall be borne by the appropriate funds or plans, and the remaining 50% shall be borne by the employer.

- 11.11** In the event such audit reveals that the employer has failed to remit contributions in accordance with the provisions of this Agreement, the employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions plus any interest along with completed supporting contribution report forms as required by the fund or plan.
- 11.12** Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to remit delinquent contributions in accordance with the provisions of this Agreement, the penalty provisions as expressed in Article 11.07 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.
- 11.13** Where the Trustees deem an employer to be persistently delinquent in remitting contributions they may require the employer to post security in the form of a cash deposit in a reasonable amount not to exceed fifty thousand dollars (\$50,000.00) to be held in trust by the Trustees for a period to be determined by the Trustees.
- 11.14** If an employer does not have any employees in his employ, he shall submit a "NIL" report in accordance with the provisions of Article 11.06.
- 11.15** Where no plans or funds exist as described in this Article 11, the contributions and deductions together with supporting information required by this Article 11 shall be forwarded or delivered to a central administrator who shall immediately distribute such contributions and deductions to the various parties as stipulated in this Article 11.
- 11.16** The employer hereby covenants and agrees to sign a Participation Agreement with the Trustees in such form as determined by the Trustees.

**ARTICLE 12-UNION DUES CHECK-OFF, SUPPLEMENTARY DUES, UNION ADMINISTRATION FUND AND INDUSTRY ADMINISTRATION FUND**

- 12.01** The employer agrees to make such contributions and deductions in respect to Union Dues Check-off, Supplementary Dues, Union Administration Fund and Industry Administration Fund as required by the Specialty Appendices.
- 12.02** The employer shall forward or deliver such deductions and contributions along with the other payments required under Article 11 and such supporting information as may be required by the Trustees.

## **ARTICLE 13-BUSINESS REPRESENTATIVES AND SHOP STEWARDS**

- 13.01** The Business Representatives of the Union shall have access to all jobs during working hours but in no case shall his visits interfere with the progress of work. When visiting a job he will advise the Superintendent or other personnel of the employer. No discrimination shall be shown against any Shop Steward for carrying on his duties, but in no case shall his duties interfere with the progress of work. It is agreed that a Shop Steward may be appointed on all jobs of the employer by a Representative of the Union who shall notify the Foreman at once before he can be recognized. The Shop Steward shall be one of the last two (2) men retained by the employer. The Shop Steward on each job will be responsible for reporting any disputes to the Union Representative so that these can be taken up in the proper manner without delay.

## **ARTICLE 14-SAFETY**

- 14.01** The employer agrees to conform to the Occupational Health and Safety Act as amended from time to time.
- 14.02** Every employee covered by this Agreement shall supply themselves with and wear at all times on the job, an approved safety helmet, safety shoes and safety glasses when required, All other safety devices and equipment shall be supplied by the employer.
- 14.03** When an employee is injured and has to leave the job for medical attention, and transportation is required, it shall be supplied by the employer when necessary to a Doctor's office or a Hospital. The employee will notify the foreman before leaving the site, if possible.
- 14.04** The Union and the employer agree to establish a Labour Management Health and Safety Committee in the Residential Sector, pursuant to the Occupational Health and Safety Act.

## **ARTICLE 15-CONDITIONS OF EMPLOYMENT**

- 15.01** The employer will permit a refreshment break at the employee's place of work once in the morning and once in the afternoon. The time will be scheduled by the employer so as not to interfere with the orderly progress of the job.
- 15.02** **Productivity Clause:**  
The Union and the employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workmen and both will undertake individually and jointly to promote and increase productivity. Such recognition shall include periodic review of wages and

employee working conditions to maintain the competitiveness of the employer in the marketplace.

- 15.03** During the term of this Agreement, the parties shall meet at least once every three months with a view to discussing matters of mutual concern pertaining to matters covered by the Agreement, and to arriving at solutions for better administration of the Agreement.

## **ARTICLE 16-GRIEVANCE PROCEDURE AND ARBITRATION**

- 16.01** 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 specially appointed representatives of the employer and the Union.

A time limit of forty-five (45) calendar days from the date of the grievor's knowledge of the violation of the collective agreement shall apply to the filing of a grievance with respect to wages, overtime, travel and like items.

A time limit of forty-five (45) calendar days from the date of the Union's knowledge of the violation of the collective agreement shall apply to the filing of a grievance with respect to incorrect remittance of vacation pay, benefit contributions, and like items.

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 the matter is arbitrable, either of the parties may, after exhausting the grievance procedures described above, notify the other party in writing of its desire to submit the difference or allegation 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 (2) nominees so selected shall within five (5) days of appointment of the second of them, appoint a third person who shall act 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 herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party,

- 16.02** The Arbitration Board shall hear and determine the differences or difference between the parties and shall issue a decision in writing, which decision shall be final and binding upon the parties and upon any employee affected. The decision of the majority of the Board shall be the decision of the Board, and if

there is no majority, the decision of the Chair shall govern. However, it is understood that there shall be no alternations or amendment to any part of this Agreement. The fees and expenses of the Chair shall be borne one-half by the Union and one-half by the employer; any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

**16.03** All time limits mentioned in the grievance and arbitration procedure may be extended by written mutual agreement between the parties and no grievance shall be invalidated by reason of the time limits mentioned or by reason of any defect of forms or by any technical irregularity.

#### **ARTICLE 17-MANAGEMENT RIGHTS**

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

- a) To determine qualifications, classify, transfer, hire, direct, promote, demote, layoff, discipline and discharge for just cause Employees and to increase or decrease or transfer working forces in accordance with the terms of this Agreement.
- b) To determine the materials and methods to be used, design of the products to be handled, facilities and equipment required, the scheduling of the work and the locations of equipment.
- c) To determine reasonable rules and regulations to be observed by employees.

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

#### **ARTICLE 18-SEVERABILITY**

**18.01** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation, or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining **part** or provisions thereof: provided , however, that upon such invalidation the parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## **ARTICLE 19-SUCCESSOR AND ASSIGNS**

- 19.01** This Agreement shall be binding upon the employer and heirs, successors, and assigns. If the employer's business is purchased, assumed and/or continued then this Agreement shall continue in full force and effect as if it had been originally signed by the heir, successor or assignee, and the employer must give the Union written notification prior to any change of Company status.

## **ARTICLE 20-PAY EQUITY**

- 20.01** The parties agree that as of May 1, 1991 there are no female dominated job classes within the bargaining unit and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the employer and the Union.

## **ARTICLE 21-DURATION, CHANGE AND RENEWAL**

- 21.01** This Agreement shall become effective on May 1, 1998, and shall continue in full force and effect until April 30, 2001, and shall be renewed bi-annually thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days before April 30, 2001, or in a like period in any year thereafter.

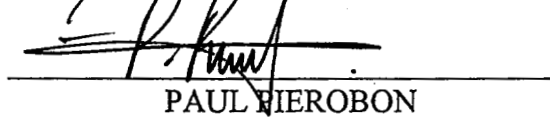
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

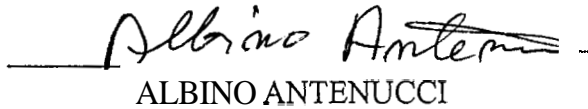
DATED at TORONTO this 24<sup>TH</sup> day of MAY, 2000

**TORONTO & DISTRICT CARPENTRY  
CONTRACTORS ASSOCIATION**

(On behalf of the "EMPLOYER")

  
DANNY MONTESANO

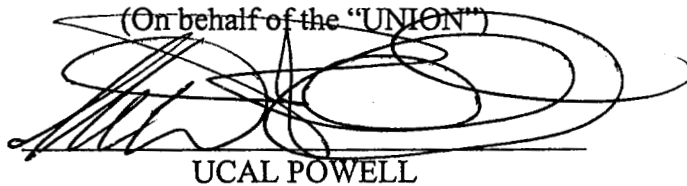
  
PAUL HIEROBON

  
ALBINO ANTENUCCI

  
(MAURO ANGELONI

**CARPENTERS AND ALLIED WORKERS LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA**

(On behalf of the "UNION")

  
UCAL POWELL

  
FRANK MUNNO



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

DATED AT TORONTO THIS                      DAY OF MAY, 2000

**ONTARIO CARPENTRY  
CONTRACTORS ASSOCIATION**

(On behalf of the "EMPLOYER")

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**CARPENTERS AND ALLIED WORKERS LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA**

(On behalf of the "UNION")

\_\_\_\_\_  
UCAL POWELL

  
\_\_\_\_\_  
FRANK MUNNO

## **SPECIALTY APPENDIX "A"**

### **(HIGH RISE)**

#### **ARTICLE 3 - RECOGNITION (Special Provision)**

(This Special Provision is in addition to the provisions of Article 3 in the master portion of this Agreement).

- 3.01** The provisions of this Appendix shall apply to and be binding upon the employer when engaged in Residential High-Rise construction in the Province of Ontario. The term "Residential High-Rise Construction" for the purposes of this Agreement shall mean the construction of elevated residential buildings.

#### **ARTICLE 5 - SUBCONTRACTING**

- 5.02** Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.

#### **ARTICLE 7 - WAGES AND METHOD OF PAYMENT**

- 7.01** The wages for employees engaged in work covered by this Speciality Appendix shall be those set out in Schedule "A" to this Appendix.
- 7.03** All time books are to be closed weekly.
- 7.10** Where an employee reports for work as usual but is unable to commence work because of:
- a)** circumstances beyond his control, except inclement weather or labour disputes, he shall be given two (2) hours pay.
  - b)** inclement weather, he shall be given one (1) hour's pay for reporting on the job provided that the employee remains on the job during the aforementioned period.

However, no reporting pay shall be paid where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work is scheduled to commence at any time after 7:30 a.m. but prior to 8:30 a.m., the employee shall be paid at the regular rate from 7:30 a.m. When work commences from or after each hour worked from the actual start of work, plus one hour waiting period.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.01** The regular working day, subject to variation by mutual consent of the parties, shall be between 7:30 a.m. and 5:00 p.m. from Monday to Friday inclusive. Any work done outside these hours per day shall be overtime work. The maximum number of working hours per day shall be eight (8) and the maximum number of working hours per week shall be forty (40) and work outside these hours shall be overtime work.

**8.02** All work performed in excess of the regular working day of eight hours from Monday to Friday inclusive, shall be deemed overtime work. The rate of wages for the first three hours of overtime in any one day from Monday to Friday shall be time and one half, and work performed after three hours of overtime shall be double time. All work performed on Saturday, Sunday or any of the Holidays shall be paid for at double the regular rate of pay.

**8.03** Any extra daily shift on any particular job shall be not more than seven (7) hours daily between midnight Sunday or midnight Friday of the same week. No employees, except the foreman shall be permitted to work more than one shift in any twenty-four (24) hours. When such shift system is worked, the rate of wages shall be:

**DAY SHIFT - 7:30 A.M. TO 5:00 P.M. AT REGULAR STRAIGHT TIME**

**2ND SHIFT - TIME AND ONE SEVENTH OF THE REGULAR RATE,**

**3RD SHIFT - TIME AND ONE HALF THE REGULAR RATE.**

When no work has been performed during the day, all work performed between the hours of 5:00 p.m. and midnight shall be paid at the rate of time and one seventh.

## **ARTICLE 11-HEALTH AND WELFARE PLANS, PENSION PLANS, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS**

**11.02** The employer contributions in respect to all fringe benefits (including, without limiting the generality of the foregoing, health and welfare benefits, pension plans, vacation and holiday pay, and apprenticeship and training funds), for employees engaged in work covered by this Agreement shall be those set out in schedule "A" to this Appendix.

**11.16** The parties hereto agree that the vacation pay and holiday pay monies referred to in Article 10.01 of the Master portion of the Collective Agreement shall be remitted monthly with the welfare and pension contributions as provided by this Agreement.

**ARTICLE 12-UNION DUES CHECK OFF, SUPPLEMENTARY DUES, UNION ADMINISTRATION FUND AND INDUSTRY ADMINISTRATIO FUND**

- 12.01 a)** The employer shall deduct an amount equal to one and one-half percent (1.5%) of the gross wages earned by each employee covered by this Appendix (two percent (2%) effective May 1, 1999), and shall contribute on behalf of each employee two cents (\$.02) per hour for each hour earned by such employee, such amounts to be a dues supplement, and forward same with the monies payable hereunder to the Welfare and Pension Plans, Such amounts on receipt shall be immediately paid to the Union.
- b)** The employer shall contribute forty cents (\$.40) per hour for each hour earned by each employee covered by this Appendix and remit such contributions with the Welfare and Pension Contributions payable hereunder.

Employer Contribution amounts on receipt shall be immediately paid to the Toronto & District Carpentry Contractors Association as the employer's contribution to the cost of negotiating and administering this Agreement.

**ARTICLE 15-CONDITIONS OF EMPLOYMENT**

- 15.01** The morning and afternoon refreshment break shall not exceed fifteen (15) minutes each.
- 15.03** Carpenters and Carpenters Apprentice covered by this Appendix shall supply the necessary Carpenter's hand tools to do the work required however, the employer shall supply steel miter boxes, power tools and their accessories.
- 15.04** In the event of loss of tools or clothing by employees due to fire or burglary, the employer shall reimburse the employee to a maximum of two hundred fifty dollars (\$250.00). Employees are to provide a list of tools and clothing that is stored in a designated area.
- 15.05** The use of Carpenters Apprentices shall be encouraged and their improvement will be advanced by an Apprenticeship Program, actively administered by the Carpenters' Local Apprenticeship Advisory Committee of five (5) members from the Union and five (5) members from Management. The quorum for the meeting of such committee shall be any five (5) members provided that if both parties are represented, the members of each party shall have equal voting rights. The parties agree that the T&DCCA/OCCA Associations may appoint one (1) representative to the above Carpenter Local Apprenticeship Advisory Committee.

- 15.06** The employer shall actively participate in the Carpenters' Local Apprenticeship Advisory Committee and appoint their member delegates to attend committee meetings at all times.
- 15.07** The Union shall automatically accept as members of the Union all Carpenters Apprentices that are approved and indentured to the Carpenters' Local Apprenticeship Advisory Committee. The Carpenters' Local Apprenticeship Advisory Committee shall have full powers over the training, education and movement of all Carpenter Apprentices.
- 15.08** Any examination or entry qualifications shall be at the sole discretion of the Carpenters' Local Apprenticeship Advisory Committee and the method applied to examination or entry qualification shall be the responsibility of the Carpenters' Local Apprenticeship Advisory Committee.
- 15.09** The ratio of Carpenters Apprentices to Journeyman Carpenters shall be determined by the Union from time to time.
- 15.10** The employer and the Union agree to employ a full complement of Carpenter Apprentices who are duly registered with the appropriate government authority, where the economic conditions and the labour requirements warrants it.

SCHEDULE "A" TO SPECIALITY  
APPENDIX "A" (HIGH RISE)  
WAGES AND RELATED PAYMENTS

CLASSIFICATION	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
<b><u>Carpenters (Journeyman)</u></b>					
EFFECTIVE AUG. 1ST, 1998	\$24.73	\$2.47	\$1.39	\$2.12	\$30.71
EFFECTIVE NOV. 1ST, 1998	\$25.41	\$2.54	\$1.39	\$2.12	\$31.46
EFFECTIVE MAY 1, 1999	\$26.09	\$2.61	\$1.49	\$2.27	\$32.46
EFFECTIVE MAY 1, 2000	\$26.63	\$2.67	\$1.59	\$2.37	\$33.26

**Employer Contributions**

Association Administration Fund	\$0.40 cents per hour
Dues Supplement	\$0.02 cents per hour
Apprenticeship & Training Fund	\$0.14 cents per hour
Carpenters Industry Promotion Fund (CIPF)	\$0.10 cents per hour as of May 1, 1999; \$0.20 cents per hour as of May 1, 2000

**Employee Deductions**

Supplementary Union Dues Check-off: Effective August 1, 1998= 1.5% of Gross Earnings  
Effective May 1, 1999 = 2% of Gross Earnings

Working Foreman: 10% over the application hourly rate set out above  
(see Section 7.08 of the Master Portion)

Leadhand: 5% over the application hourly rate set out above  
(see Section 7.09 of the Master Portion)

The rate of wages for Carpenters Apprentices, as a percentage of the Journeyman rate, shall be as follows:

First Term Apprentices:	(1800 hours) - fifty percent	(50%)
Second Term Apprentices:	(1800 hours) - sixty percent	(60%)
Third Term Apprentices:	(1800 hours) - seventy percent	(70%)
Fourth Term Apprentices:	(1800 hours) - eighty five percent	(85%)

First Term Apprentices will not have Pension Contributions made on their behalf.

SCHEDULE "A" (HIGH-RISE)  
APPRENTICE RATES

	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
<b><u>First Term Apprentice</u></b>					
EFFECTIVE AUG 1, 1998	\$12.37	\$1.24	\$1.39	NIL	\$15.00
NOV 1, 1998	12.71	1.27	1.39	NIL	15.37
MAY 1, 1999	13.05	1.31	1.49	NIL	15.85
MAY 1, 2000	13.32	1.33	1.59	NIL	16.24
<b><u>Second Term Apprentice</u></b>					
EFFECTIVE AUG 1, 1998	\$14.84	\$1.48	\$1.39	\$2.12	\$19.83
NOV 1, 1998	15.25	1.53	1.39	2.12	20.29
MAY 1, 1999	15.65	1.57	1.49	2.27	20.98
MAY 1, 2000	15.98	1.60	1.59	2.37	21.54
<b><u>Third Term Apprentice</u></b>					
EFFECTIVE AUG 1, 1998	\$17.31	\$1.73	\$1.39	\$2.12	\$22.55
NOV 1, 1998	17.79	1.78	1.39	2.12	23.08
MAY 1, 1999	18.26	1.83	1.49	2.27	23.85
MAY 1, 2000	18.64	1.86	1.59	2.37	24.46
<b><u>Fourth Term Apprentice</u></b>					
EFFECTIVE AUG 1, 1998	\$21.02	\$2.10	\$1.39	\$2.12	\$26.63
NOV 1, 1998	21.60	2.16	1.39	2.12	27.27
MAY 1, 1999	22.18	2.22	1.49	2.27	28.16
MAY 1, 2000	22.64	2.26	1.59	2.37	28.86

Travelling Expenses: Travelling allowance of \$9.00 per day shall be paid to employees who travel more than 80 km from Toronto City Hall (one way). If room **and** board is required, the employer will provide the same.

**SPECIALITY APPENDIX “B”  
(LOW FUSE)**

**ARTICLE 3 - RECOGNITION (Special Provision)**

(This Special Provision is in addition to the provisions of Article 3 of the Master Agreement.)

- 3.01** The provisions of this Appendix shall apply and binding upon the employer when engaged in Residential Low Rise construction in Ontario. The term “Residential Low Rise Construction” for the purposes of this Agreement shall mean the construction of non-elevated housing.

**ARTICLE 7 - WAGES AND METHOD OF PAYMENT**

- 7.01** The wages for employees engaged in work covered by this Appendix shall be those set out in Schedule “B” to this Appendix.
- 7.03** All time books are to be closed bi-weekly.
- 7.11** The Employer may perform the work covered in this Agreement on a remuneration related to production basis to employees who are members of the Union and in good standing hereinafter known as the “Production Pieceworker”. At no time shall the Production Pieceworker receive less than the hourly rate set out in Schedule “B” to this Appendix which would otherwise be payable to the Employee.
- 7.12** A production pieceworker may utilize a helper or helpers to assist him in carrying out his duties, provided that the production pieceworker and his helper or helpers are subject to the complete control and direction of the employer in respect to all work performed. In this event, the Production Pieceworker and his helper or helpers shall be deemed to be the employees of the employer for all purposes under this Agreement. Any person who obtains work on a remuneration related to production basis but who does not subject himself and his helper or helpers to the complete control and direction of the employer, shall be deemed to be a subcontractor and the Employer shall be subject to Article 5 of the Master Portion of this Agreement.
- 7.13** The employer shall supply to the Union upon demand a list of all employees (including hourly rated employees, production pieceworkers and the helpers of production pieceworkers) along with a listing of the respective classification of each such person.



**7.14** Where the employer employs employees on a remuneration related to production basis, the employer shall remit ten percent (10%) of the total gross amount earned by the Production Pieceworker (and his helper or helpers, if applicable) for the payment of all fringe benefits and other contributions and deductions which are otherwise required to be made in respect of employees under this Agreement (including without limiting the generality of the foregoing, Health & Welfare Benefits, Pension Benefits, Apprenticeship and Training Fund, Union Dues Check-Off, Supplementary Dues, Union Administration and Industry Administration Funds). Such payments shall be made in the manner required by Article 11 of the Master Portion of this Agreement, together with the names and Social Insurance Numbers of the production pieceworkers and their helpers. Such remittances shall be distributed by the Administrator in a manner consistent with the intent of this Agreement.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.01** The regular working week shall consist of forty four (44) hours, Monday through Friday. Starting and quitting time may be adjusted by mutual consent of the parties. Time and one-half shall be paid for any time in excess of any regular working week.

**8.02** In the event the employer wishes to work on Saturdays due to inclement weather during the regular work week (Monday through Friday) the employer may proceed to work at the regular wage provided the employer notifies the Union Office prior to commencement of work.

**8.03** All work performed on Saturday, Sunday or any of the Holidays shall be paid for at double the regular rate of pay.

## **ARTICLE 10-VACATION AND HOLIDAY PAY**

**10.02** The parties hereto agree that the vacation pay and holiday pay monies referred to in Article 10.01 of the Master Portion of the Collective Agreement shall be remitted monthly with the Welfare and Pension contributions as provided by this Agreement.

## **ARTICLE 11-HEALTH PLANS, PENSION PLANS, APPRENTICESHIP AND TRAINING FUNDS**

**11.02** The employer contributions in respect to all fringe benefits (including, without limiting the generality of the foregoing Health and Welfare Benefits, Pension Benefits, and Apprenticeship and Training Funds), for employees engaged in work covered by this Agreement shall be those set out in Schedule "B" to this Appendix.

**ARTICLE 12-UNION DUES CHECK OFF, SUPPLEMENTARY DUES, UNION  
ADMINISTRATION FUND AND INDUSTRY ADMINISTRATION  
FUND**

**12.01** The employer shall contribute on behalf of each employee engaged in work covered by this Appendix at the rate of seven (\$.07) cents per hour.

**12.02** The employer shall remit such contributions for Union Dues Check Off together with the other contributions under this Agreement, together with the supporting information as required by the Trustees on the reporting forms. Such contributions shall be immediately distributed to the Union, by the Administrator of the Funds. Notice of delinquency shall be given by the Trustees to the parties affected.

When an employer fails to remit delinquent contributions in accordance with the provisions of this Agreement, the penalty provision as expressed in the Master Portion of this Agreement shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

**12.03** The employer shall contribute thirty-five cents (\$.35) for each hour earned by each employee covered by this Appendix as the employer contribution to the cost of negotiating and administrating this Agreement.

**12.04** The employer shall remit such contributions with the other contributions under the Master Portion of this Agreement together with the supporting information as required by the Trustees on the reporting forms. Such contributions shall be immediately distributed to the Ontario Carpentry Contractors Association by the Administrator of the Funds.

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

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

**ARTICLE 15 -WORKING CONDITIONS**

**15.01** The morning and afternoon refreshment breaks shall not exceed ten (10) minutes each.

**15.03** Carpenters and Carpenter Apprentices covered by this Appendix shall supply the necessary Carpenters' hand tools to do the work required. However, the

employers shall supply such other tools as are required (including power tools) in accordance with normal industry practice.

**15.04** In the event of the loss of tools or clothing by hourly employees due to fire or burglary, the employer shall reimburse the employee to a maximum of two hundred fifty dollars (\$250.00). Each employee is to provide a list of tools and clothing that are to be stored in a designated area.

**15.05** The use of Carpenters' Apprentices shall be encouraged and their improvement will be advanced by a properly administered apprenticeship program actively administered by the Carpenters' Local Apprenticeship Advisory Committee of five (5) members from the Union and five (5) members from Management. The quorum for the meeting of such committee shall be any five (5) members provided that if both parties are represented, the members of each party shall have equal voting rights.

The parties agree that the T & DCCA/OCCA Associations may appoint one (1) representative to the above Carpenter Local Apprenticeship Advisory Committee.

**15.06** The employer shall actively participate in the Carpenters' Local Apprenticeship Advisory Committee and appoint their member delegates to attend committee meeting at all times.

**15.07** The Union shall automatically accept as members of the Union all Carpenters' Apprentices that are approved and indentured to the Carpenters Local Apprenticeship Advisory Committee. The Carpenters Local Apprenticeship Advisory Committee shall have full power over the training, education and movement of all Carpenter Apprentices.

**15.08** Any examination or entry qualifications shall be at the sole discretion of the Carpenters Local Apprenticeship Advisory Committee and the method applied to examination or entry qualification shall be the responsibility of the Carpenters' Local Apprenticeship Advisory Committee.

**15.09** The number of Carpenters Apprentices shall be established by the Trade Schedule under the Apprenticeship and Tradesmen Qualifications Act, as amended.

**15.10** The employer and the Union agree to employ a full complement of Carpenters Apprentices who are duly registered with the appropriate Government authority, where the economic conditions and the labour requirements warrant it.

SCHEDULE "B" TO SPECIALITY  
APPENDIX "B" ( LOW RISE )  
WAGES AND RELATED PAYMENTS

CLASSIFICATION	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
<b><u>Carpenters</u></b> (Journeyman)					
EFFECTIVE AUG. 1ST, 1998	\$22.90	\$2.29	\$1.39	\$0.77	\$27.35
EFFECTIVE NOV. 1ST, 1998	\$23.51	\$2.35	\$1.39	\$0.77	\$28.02
EFFECTIVE MAY 1ST, 1999	\$24.08	\$2.41	\$1.49	\$0.92	\$28.90
EFFECTIVE MAY 1ST, 2000	\$24.54	\$2.45	\$1.59	\$1.02	\$29.60

**Trim Carpenters**

EFFECTIVE AUG. 1ST, 1998	\$21.34	\$2.13	\$1.39	\$0.77	\$25.63
EFFECTIVE NOV. 1ST, 1998	\$21.95	\$2.19	\$1.39	\$0.77	\$26.30
EFFECTIVE MAY 1ST, 1999	\$22.52	\$2.25	\$1.49	\$0.92	\$27.18
EFFECTIVE MAY 1ST, 2000	\$22.97	\$2.30	\$1.59	\$1.02	\$27.88

**Employer Contributions**

Association Administration Fund	\$0.35 cents per hour
Dues Supplement	\$0.07 cents per hour
Apprenticeship & Training Fund	\$0.14 cents per hour
Carpenters Industry Promotion Fund (CIPF)	\$0.10 cents per hour as of May 1, 1999; \$0.20 cents per hour as of May 1, 2000

**Employee Deductions**

Working Foreman: 10% over the application hourly rate set out above  
(see Section 7.08 of the Master Portion)

Leadhand: 5% over the application hourly rate set out above  
(see Section 7.09 of the Master Portion)

Production Pieceworker: The employer may perform the work covered in this Agreement on a remuneration related to production basis with employees who are members of the Union and in good standing hereinafter known as "Production Pieceworkers". Where the employer engages Production Pieceworkers, the employer shall cause such work to be performed according to the terms and conditions of the Trim Association of Ontario collective agreement, which shall be deemed to be incorporated by reference herein, save and except that the industry fund portion shall be distributed to the Ontario Carpentry Contractors Association or Toronto & District Carpentry Contractors Association, as applicable.

The rate of wages for Carpenters Apprentices, as a percentage of the Journeyman rate, shall be as follows:

First Term Apprentices:	(1800 hours) - fifty percent	(50%)
Second Term Apprentices:	(1800 hours) - <b>sixty</b> percent	(60%)
Third Term Apprentices:	(1800 hours) - seventy percent	(70%)
Fourth Term Apprentices:	(1800 hours) - eighty five percent	(85%)

First Term Apprentices will not have Pension contributions made on their behalf provided the apprentice is registered with the Apprenticeship Program.

SCHEDULE "B" (LOW-RISE)  
APPRENTICE RATES

	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
<b><u>First Term Apprentice</u></b>					
EFFECTIVE AUG 1, 1998	\$11.45	\$1.15	\$1.39	NIL	\$13.99
NOV 1, 1998	11.76	1.18	1.39	NIL	14.33
MAY 1, 1999	12.04	1.20	1.49	NIL	14.73
MAY 1, 2000	12.27	1.23	1.59	NIL	15.09

**Second Term Apprentice**

EFFECTIVE AUG 1, 1998	\$13.74	\$1.37	\$1.39	\$ .77	\$17.27
NOV 1, 1998	14.11	1.41	1.39	.77	17.68
MAY 1, 1999	14.45	1.45	1.49	.92	18.31
MAY 1, 2000	14.72	1.47	1.59	1.02	18.80

**Third Term Apprentice**

EFFECTIVE AUG 1, 1998	\$16.03	\$1.60	\$1.39	.77	\$19.79
NOV 1, 1998	16.46	1.65	1.39	.77	20.27
MAY 1, 1999	16.86	1.69	1.49	.92	20.96
MAY 1, 2000	17.18	1.72	1.59	1.02	21.51

**Fourth Term Apprentice**

EFFECTIVE AUG 1, 1998	\$19.47	\$1.95	\$1.39	\$ .77	\$23.58
NOV 1, 1998	19.98	2.00	1.39	.77	24.14
MAY 1, 1999	20.47	2.05	1.49	.92	24.93
MAY 1, 2000	20.86	2.09	1.59	1.02	25.56

**Travelling expenses:**

Travelling allowance of \$9.00 per day shall be paid to hourly employees **who** travel more than 100 KM from Toronto City Hall (one way). If room and board is required, the Employer will provide the same at the discretion of the Employer.

**PARTICIPATION AGREEMENT**

**BETWEEN:**

**THE TRUSTEES OF THE CARPENTERS LOCAL 27  
PENSION, HEALTH BENEFIT AND VACATION PAY TRUST  
FUNDS (RESIDENTIAL SECTOR)**

**(hereinafter called the "Trustees")  
OF THE FIRST PART:**

**- and -**

.....  
**Name**

.....  
**Address**

.....  
**(hereinafter called the "Employer")  
OF THE SECOND PART**

IN CONSIDERATION of the establishment of the "Declaration of Trusts" and administration by the Trustees of Pension, Health Benefits and Vacation Plans providing benefits for employees in the construction industry in the Province of Ontario and the extension of such Plans to cover employees of the employer, the employer covenants and agree with the Trustees as follows:

1. To make contributions to the said "Trust Fund" in accordance with the provisions of the terms of the "Declarations of Trusts" as amended from time to time and the Residential Collective Agreement in force from time to time between the Toronto & District Carpentry Contractors Association and the Ontario Carpentry Contractors Association and the Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters & Joiners of America.

or

To make contributions to the said "Trust Funds" in accordance with the provisions of the terms of the "Declarations of Trusts" as amended from time to time between the employer and the Carpenters and Allied Workers Local 27 United Brotherhood of Carpenters & Joiners of America.

2. To file monthly reports as required by the Trustees whether or not contributions are due and payable by the employer.
3. To maintain complete employment records and to permit the review of those records by any person appointed by the Trustees to determine whether the employer has made the required contributions as provided herein;
4. To pay interest of five percent (5%) per month sixty percent (60%) percent per year on **all** overdue contributions provided the employer is given five (5) days after notice to correct such delinquency and where required to post a cash bond of up to fifty thousand dollars (\$50,000.00) on request of the Trustees after delinquency; or in accordance with the Collective Agreement.

**SIGNED, SEALED AND DELIVERED**

This \_\_\_\_\_ day of \_\_\_\_\_, 2000

**THE TRUSTEES OF THE CARPENTERS LOCAL UNION 27  
PENSION, HEALTH BENEFIT AND VACATION PAY TRUST FUNDS  
(RESIDENTIAL SECTOR)**

**BY** .....  
Union Trustee

**AND BY** .....  
Association Trustee

**NAME OF EMPLOYER**.....  
.....  
.....  
.....

(Corporate seal to be affixed)



**CARPENTERS AND ALLIED WORKERS LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA  
64 SIGNET DRIVE  
WESTON, ONTARIO  
M9L 2Y4  
TEL: (416) 749-7440  
FAX: (416) 749-5466**

**STAFF OF LOCAL 27**

Business Manager: Ucal Powell  
President: Frank O'Reilly

**MEMBERS:**

Butch Biso  
Carlos Pimentel  
Paul Daly  
**Chris** Crompton  
Kevin Maisine  
Frank Munno  
Jack Da Silva  
Lister Tennant  
Leslie Hanecak  
Mike Yorke  
Rob Shewell  
Sergio Lopes  
Steve Wolfreys  
Tommy Biso  
Walter Tracogna

**GENERAL COUNSEL**

Jack J. Slaughter

**TORONTO & DISTRICT  
CARPENTRY  
CONTRACTORS  
ASSOCIATION**

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**Contact: Mr. Mauro Angeloni**

**ONTARIO  
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CONSTRUCTORS  
ASSOCIATION**

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M9W 1C8**

**Tel: (416) 248-6213  
Fax: (416) 248-6214**

**Contact: Mr. Mauro Angeloni**

LETTER OF UNDERSTANDING

NEW ARTICLE:

Effective May 1, 1998 no employer (owner/partner) will be allowed to work with the tools of the trade.

The implementation of this article is subject to the Union actively working towards reviving the relationship between the MTABA and Building Trade Council which would insure subcontracting provision from the builders.

DATED AT TORONTO THIS            DAY OF MAY, 2000

.....  
**ON BEHALF OF THE TORONTO & DISTRICT  
CARPENTRY CONTRACTORS ASSOCIATION**

.....  
**ON BEHALF OF THE UNION**