

**RESIDENTIAL CARPENTRY CONSTRUCTION**

**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")**

RECEIVED  
OCT 31 2005

**- AND -**

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

**(hereinafter called the "UNION")**

**TERM OF THE AGREEMENT MAY 31, 2004 TO APRIL 30, 2007**

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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 - INTERPRETATION**

**2.01** 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 as the exclusive agent of the members of the association 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
- g) Low-Rise trim carpentry (Trim Association of Ontario Collective Agreement)

The Union agrees to provide copies of the aforesaid collective agreements and a list of the employers signatory thereto to the Association.

#### **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.

**5.03** 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 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 Schedule “**A**” attached hereto.

- 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 weekly.
- 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.

**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 shall be paid for at time and one half the regular rate of pay. All work performed on 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 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-PARKING ALLOWANCE**

**11.01** On projects falling within the area: bounded on the west by the east side of Dufferin St., bounded on the north by the south side of St. Clair Ave., bounded on the east by the west side of Jarvis St. and Mt. Pleasant and on the south by the north shore of Lake Ontario, employees will be paid a daily parking allowance of \$5.00 per day worked, upon providing a receipt to the employer. Daily parking allowance will not be paid where the employer provides parking



or where the employer provides transportation to and from the above-noted parking allowance zone.

**ARTICLE 12-HEALTH AND WELFARE PLANS, PENSION PLANS, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS**

- 12.01** The parties hereto agree that all fringe benefit plans or funds referred to in this Article shall be jointly trusted by a number of Trustees appointed by the employer and a like number of Trustees appointed by the Union.
- 12.02** 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 Schedule "A".
- 12.03** 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 Schedule "A".
- 12.04** 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.
- 12.05** **The parties hereto agree that the employer shall contribute sixty-five cents (\$.65) per hour earned effective May 31, 2004, seventy-five cents (\$.75) per hour earned effective May 1, 2005 and eight-five cents (\$0.85) per hour earned effective May 1, 2006 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.**
- 12.06** 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.
- 12.07** 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 percent (5%) per month sixty (60%) 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.

- 12.08** 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.
- 12.09** If the employer does not submit the certified audited statement as per Article 12.08, 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.
- 12.10** 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.
- 12.11** 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.
- 12.12** 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 12.07 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.
- 12.13** 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) per fund to **be** held in trust by the Trustees for a period to be determined by the Trustees.
- 12.14** If an employer does not have any employees in his employ, he shall submit a "NIL" report in accordance with the provisions of Article 12.06.
- 12.15** Where no plans or funds exist as described in this Article 12, the contributions and deductions together with supporting information required by this Article 12 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 12.
- 12.16** The employer hereby covenants and agrees to sign a Participation Agreement

with the Trustees in such form as determined by the Trustees.

**12.17** The Union agrees that it will not waive or amend the time periods and/or assessments set out in this article unless it can provide an adequate reason for doing so.

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

### **ARTICLE 13-UNION DUES CHECK OFF, SUPPLEMENTARY DUES, UNION ADMINISTRATION FUND AND INDUSTRY ADMINISTRATION FUND**

**13.01 a)** The employer shall deduct an amount equal to two percent (2.0%) of the gross wages earned by each employee covered by this Appendix 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)** Effective May 31, 2004, the employer shall contribute **fifty cents (\$.50)** 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.

**13.02** The employer shall forward or deliver such deductions and contributions along with the other payments required under Article 12 and such supporting information as may be required by the Trustees.

### **ARTICLE 14-BUSINESS REPRESENTATIVES AND SHOP STEWARDS**

**14.01** The Business Representatives of the Union shall have access to all jobs during working hours but in no case shall their visits interfere with the progress of work. When visiting a job the Business Representative 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 15-SAFETY**

- 15.01** The employer agrees to conform to the Occupational Health and Safety Act as amended from time to time.
- 15.02** 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.
- 15.03** 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.
- 15.04** 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 16-CONDITIONS OF EMPLOYMENT**

- 16.01** 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.
- 16.02** **Productivity Clause:**  
The Union and the employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual worker 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.
- 16.03** 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.

- 16.04** The morning and afternoon refreshment break shall not exceed fifteen (15) minutes each.
- 16.05** Carpenters and Carpenters' Apprentices 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.
- 16.06** 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.
- 16.07** 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 may appoint one (1) representative to the above Carpenter Local Apprenticeship Advisory Committee.
- 16.08** The employer shall actively participate in the Carpenters' Local Apprenticeship Advisory Committee and appoint their member delegates to attend committee meetings at all times.
- 16.09** 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.
- 16.10** 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.
- 16.11** A Residential Carpenters Advisory Committee may be established in order to promote and encourage the use of Carpenters' Apprentices in the residential sector of the construction industry through a Residential Apprenticeship Program. This Program shall be actively administered by the Residential

Carpenters' Apprenticeship Advisory Committee of five (5) members from the Union and five (5) members from Management. The Committee may include, but not necessarily be limited to, representatives from the high-rise residential carpentry, low rise residential carpentry, residential shingling and residential siding industries. 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 may appoint one (1) representative to the above Residential Carpenter Local Apprenticeship Advisory Committee.

**16.12** The Association and the Union recognize the importance of the apprenticeship programs which involve both in-school training and on the job experience. Over the term of the apprenticeship program, apprentices shall attend all of the required in-school training sessions necessary to complete their apprenticeship. With this joint commitment to the apprenticeship program in mind, the parties have agreed as follows:

- (i) in addition to working the required hours, it is understood and agreed that apprentices shall not be entitled to the next applicable term or yearly wage rate unless and until they have completed the required in-school training sessions and passed any required exams; or approved for advancement by the Local Apprenticeship Committee.
- (ii) The employer of an apprentice shall grant time off for the apprentice to attend in-school training. Where an employer is given advance notice in writing, failure to grant time off for apprentices to attend in school training shall constitute a violation of the collective agreement.

**16.13** The ratio of Carpenters' Apprentices to Journeyman Carpenters shall be set at one (1) Apprentice for every four (4) Carpenters.

**16.14** 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.

## **ARTICLE 17-GRIEVANCE PROCEDURE AND ARBITRATION**

**17.01** 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.

**17.02** 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.

**17.03** 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.

**17.04** All grievance settlements made by the Union pertaining to work covered by this

collective agreement shall reflect the terms and conditions set out in this collective agreement.

## **ARTICLE 18-MANAGEMENT RIGHTS**

**18.01** 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.

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

## **ARTICLE 19-SEVERABILITY**

**19.01** 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 20-SUCCESSOR AND ASSIGNS**

**20.01** 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 21-PAY EQUITY**

**21.01** 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 22-DURATION, CHANGE AND RENEWAL**


**22.01** This Agreement shall become effective on May 31, 2004, and shall continue in full force and effect until April 30, 2007, and shall be renewed tri-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 but not less than thirty days before April 30, 2007, 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 <sup>21<sup>st</sup></sup> day of SEPTEMBER, 2004.

**TORONTO & DISTRICT CARPENTRY  
CONTRACTORS ASSOCIATION**

(On behalf of the “EMPLOYER”)



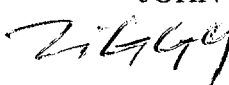
FABIO CANSIAN

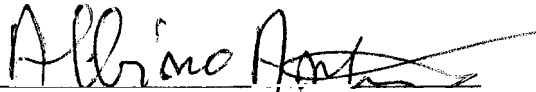


JOHN COLANGELO



JOHN GAWEDA





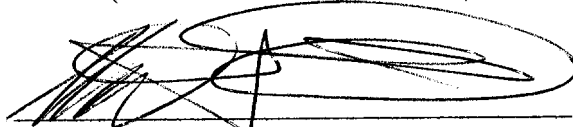
ALBINO ANTENUCCI



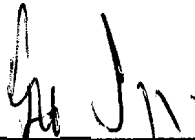
MAURO ANGELONI

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

(On behalf of the "UNION")



UCAL POWELL



TONY LANNUZZI

FRANK MUNNO

SCHEDULE "A"  
(HIGH RISE)  
WAGES AND RELATED PAYMENTS

The rates in this Schedule 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.

CLASSIFICATION	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
<b><u>Carpenters (Journeyman)</u></b>					
EFFECTIVE MAY 31, 2004	\$29.63	\$2.97	\$1.84	\$2.87	\$37.31
EFFECTIVE MAY 1ST, 2005	\$30.31	\$3.04	\$2.09	\$3.21	\$38.65
EFFECTIVE MAY 1ST, 2006	\$30.80	\$3.09	\$2.39	\$3.67	\$39.95

**Employer Contributions**

Association Administration Fund	\$0.50 cents per hour <b>as of May 31, 2004</b>
Dues Supplement	\$0.02 cents per hour
Apprenticeship & Training Fund	\$0.14 cents per hour <b>as of May 31, 2004</b> \$0.20 cents per hour <b>as of May 1, 2005</b> \$0.30 cents per hour <b>as of May 1, 2006</b>
Carpenters Industry Promotion Fund (CIPF)	\$0.65 cents per hour <b>as of May 31, 2004;</b>  \$0.75 cents per hour <b>as of May 1, 2005</b> \$0.85 cents per hour <b>as of May 1, 2006</b>

**Employee Deductions**

Supplementary Union Dues **Check-off: 2%** of Gross Earnings

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

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

SCHEDULE "A"  
(HIGH-RISE)  
APPRENTICE RATES

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

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

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

	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
<b><u>First Term Apprentice</u></b>					
EFFECTIVE MAY 31, 2004	\$14.82	\$1.48	\$1.84	NIL	\$18.14
MAY 1, 2005	15.16	1.52	2.09	NIL	18.77
MAY 1, 2006	15.40	1.54	2.39	NIL	19.33
 <b><u>Second Term Apprentice</u></b>					
EFFECTIVE MAY 31, 2004	\$17.78	\$1.78	\$1.84	\$2.87	\$24.27
MAY 1, 2005	18.19	1.82	2.09	3.21	25.31
MAY 1, 2006	18.48	1.85	2.39	3.67	26.39
 <b><u>Third Term Apprentice</u></b>					
EFFECTIVE MAY 31, 2004	\$20.74	\$2.07	\$1.84	\$2.87	\$27.52
MAY 1, 2005	21.22	2.12	2.09	3.21	28.64
MAY 1, 2006	21.56	2.16	2.39	3.67	29.78
 <b><u>Fourth Term Apprentice</u></b>					
EFFECTIVE MAY 31, 2004	\$25.19	\$2.52	\$1.84	\$2.87	\$32.42
MAY 31, 2005	25.76	2.58	2.09	3.21	33.64
MAY 31, 2006	26.18	2.62	2.39	3.67	34.86

Travelling Expenses: Travelling allowance of \$10.00 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.

**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 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) per fund on request of the Trustees after delinquency; or in accordance with the Collective Agreement.

**SIGNED, SEALED AND DELIVERED**

This \_\_\_\_\_ day of \_\_\_\_\_, 2004

**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)

LETTER OF UNDERSTANDING #1

(FORMING PART OF THE COLLECTIVE AGREEMENT)

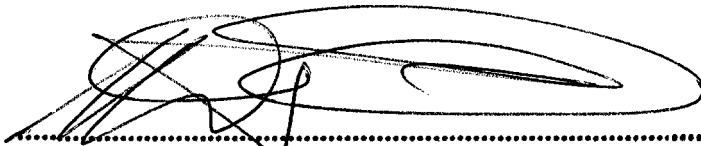
NEW ARTICLE:

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 Trades Council which would insure subcontracting provision from the builders.

DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

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

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and lines, positioned above a dotted line.

.....  
ON BEHALF OF THE UNION

**LETTER OF UNDERSTANDING #2**

**(FORMING PART OF THE COLLECTIVE AGREEMENT)**

BETWEEN:

TORONTO & DISTRICT CARPENTRY CONTRACTORS ASSOCIATION

(hereinafter called the "ASSOCIATION")

- AND -

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

(hereinafter called the "UNION")

WHEREAS the Union and the Association agree that numerous outstanding issues are in dispute (civil & labour) between the parties and industry contracting restrictions, resulting in the instability in the residential high-rise ~~trim~~ carpentry sector;

AND WHEREAS the parties agree that in order to bring stability to the residential high-rise ~~trim~~ carpentry sector, the terms and conditions of the collective agreement must be enforced equally on all signatory employers;

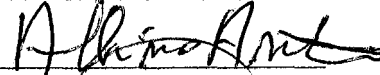


AND WHEREAS the wage rates and benefits for workers must be protected and the Association must remain competitive with non-union contractors and other unionized carpentry contractors;

NOW THEREFORE:

1. The Union **and** the Association will enforce the collective agreement on all employers signatory with Local 27 to insure a "level playing field."
2. The Union will take the necessary steps to resolve the industry contracting restrictions on the Association's members and to organize the non-union carpentry contractors in the sector. The Association will provide information on non-signatory contractors and/or sites.
3. The Union agrees that it will not negotiate terms **and** conditions of employment applicable to the high-rise ~~trim~~ carpentry work with another signatory employer or employer association which are more favourable than those contained in the collective agreement.
4. To this end the parties agree to meet on an "as needed basis", but not less than twelve (12) months from the commencement date of the collective agreement, to discuss the terms and conditions of the agreement, the industry contracting restrictions, and amend the same if they are not competitive or **as** the parties may agree.

DATED AT Toronto this 21<sup>ST</sup> day of SEPT., 2004.

FOR THE ASSOCIATION

FOR THE UNION

