

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**

(herein after called the "employer")

- and -



**CARPENTERS AND ALLIED
WORKERS LOCAL 27
United Brotherhood of Carpenters
and Joiners of America**

(herein after called the "Union")

Term of the Agreement:
May 1, 2007 to April 30, 2010

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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.

NOWHEREFORE 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 Ontario Labour Relations Board (OLRB) Areas 8, 9, 10, 11 and 18 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 Agreements 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 Agreements 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 & eaves-troughing
- 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.

3.05 It is agreed that should an employer secure any residential carpentry work in any geographic area other than those areas set out in Article 3.01, then all such work will be performed by employees who are, or become members of the Union and the terms of this collective agreement will apply to, and cover, such persons and such work in full.

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. Such hiring shall be done by way of clearance slip issued by the Union, prior to commencing work.

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

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.

tor 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** If the Employer defaults in the payment of wages or does not comply with the time limits or payment methods set out in this Article, then the employer may be required to make future payments by certified cheque and will

be required to pay an additional one hundred dollars (\$100) to each employee whose wages were defaulted on, were laid off and/or paid in violation of this Article.

- 7.05** 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.
- 7.06** Unless hourly rated employees are not notified during working hours on the previous day not to report for work, hourly rated employees who report for work and for whom no work is available, shall receive not less than two (2) hours pay at their straight time rate.
- 7.07** 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.
- 7.08** 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.

7.09 If an employee fails to receive wages and documents in accordance with the provisions of Articles 7.06 or 7.07, he shall be paid waiting time at straight time rates not to exceed eight (8) hours. It is understood and agreed that all fringe benefits will be paid as per this collective agreement.

7.10 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 and applicable premiums.
- e)** the amount of vacation pay and/or statutory holiday pay.
- f)** details of all deductions and contributions.
- g)** the amount of travelling and board allowance.
- h)** pay period.

i) address of the Employer.

7.11 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.

7.12 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.

7.13 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
TRAVELING EXPENSES AND PARKING

11.01 No traveling expenses will be paid on jobs located within the area described in Schedule "B" of this collective agreement.

11.02 For all jobs outside of the geographical area described in Schedule "B", the following travel expenses will apply:

- a) If employers provide a company vehicle, the employee shall receive up to ten dollars (\$10.00) per day.
- b) If the employees use their vehicles for the employer's convenience, carrying material to commence a job, material for repairs and traveling between jobs during working hours, they shall be paid at the following rate for each kilometer traveled and parking fees plus their hourly rate:

- i) Effective May 1, 2007: forty one cents (\$0.41)
- ii) Effective May 1, 2008: forty two cents (\$0.42)
- iii) Effective May 1, 2009: forty four cents (\$0.44)

These expenses shall be paid weekly. It shall not be deemed a violation of this agreement if any employee refuses to carry material and/or equipment or use his own personal vehicle on company business.

- c) Employees who are sent out of town shall be paid a room and board allowance sufficient to obtain reasonable accommodation, plus three (3) meals per day and transportation costs. Expense money to cover same, shall be paid in advance by the employer. The employee is to furnish receipts for all expenses to his employer when so requested.
- d) Employees, when riding in company and/or private vehicles, will only ride in the cab of said vehicle. When transportation is not provided by the Company, the Company will provide parking at the job site at no cost to the employees.

- e) If the employees travel in a Company vehicle, they shall not be entitled to traveling expense allowance but shall be paid their hourly rate from the shop to the job.
- f) Parking: It is agreed that employees will be fully reimbursed for parking expenses upon providing receipts and using their own vehicles.

**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 save and except for the Pension Plan shall be jointly trusted by a number of trustees appointed under the terms of the applicable trust agreement.
- 12.02** The parties hereto agree that the Pension Plan shall be the Carpenters Local 27 Pension Plan (FSCO Registration No. 0382259). The amounts of monies to be paid into the aforementioned Pension Plan by the employer shall be those set out in Schedule "A".
- 12.03** The parties hereto agree that the Health & Welfare and Vacation Plan shall be the Car-

penters Local 27 Benefit Trust Fund. The amounts of monies to be paid into the aforementioned Benefit Trust Fund by the employer shall be those set out in Schedule "A".

- 12.04** The parties hereto agree that the employer shall contribute thirty cents (\$.30) 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 ten cents (\$.10) per hour earned effective May 1, 2009 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 contribu-

tions 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 as designated by the Union and the Toronto & District Carpentry Contractors Association.
- 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 1, 2007, the employer shall contribute sixty cents (\$.60) 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.
- c)** Each Employer bound by this Agreement or a like Agreement adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute the above amounts for each hour earned by each employee covered by this agreement.
- d)** The Employer shall remit such contributions along with other contributions

under Articles 10, 12 and 13 to the Administrator of the Trust Funds on or before the fifteenth (15th) day of the month for which contributions were due. Such amounts, on receipt, shall be forwarded once per month to the Association as the Employer's contribution to the cost of negotiating and administering the collective agreement. It is understood that Industry Fund contributions are in addition to the rates specified under Articles 10, 12 and 13. Rates may be increased on notice from the Association from time to time.

The Employer agrees to pay the Goods and Services Tax (G.S.T.) on the Industry Fund contributions.

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 and safety shoes 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 indi-

vidually 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** 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.

- 16.07** The employer shall actively participate in the Carpenters' Local Apprenticeship Advisory Committee and appoint their member delegates to attend committee meetings at all times.
- 16.08** 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.
- 16.09** 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.
- 16.10** 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.

- 16.11** 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.

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

16.13 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.
- 17.02** Any dispute which has not been resolved between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance which shall be resolved without stoppage of work as follows:
- 17.03** If a written grievance is not resolved within five (5) days of receipt, the aggrieved party may refer the grievance to any of Mr. David Mckee, Norman Jesin, Jules Bloch or Robert Herman for final and binding determination. If no named arbitrator is able to hear the matter within fourteen (14) days, the parties will jointly apply to the appropriate governmental authority for the appointment of an arbitrator.
- 17.04** The Arbitrator or Arbitration Board shall hear and determine the difference or differences

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 alterations 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.

- 17.05** No grievance shall be invalidated by reason of any defect of form or by any technical irregularity.
- 17.06** 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.
- 17.07** 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.

17.08 Further, notwithstanding the time limits in this Agreement or in any statute, all damages with respect to a breach of this Agreement by the Employer shall be retroactive to the date of the initial breach, regardless of when the grievance was actually filed or referred to arbitration.

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 TOOLS AND EQUIPMENT

19.01 The Employer will supply all power tools to perform work covered in this agreement for all hourly-rated employees.

19.02 The employer agrees to maintain and keep all tools supplied in safe and workable condition.

19.03 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 six hundred dollars (\$600.00). In such cases, the employee must provide a written affidavit of the amount of such loss and the circumstances of such loss. Employees are to provide a list of tools and clothing that is stored in a designated area.

19.04 The employer and the Union agree to establish a list of all non-power tools to be supplied by employees. It is agreed that the value of such tools will not exceed three hundred dollars (\$300.00).

19.05 The Employer agrees to pay up to one hundred twenty dollars (\$120.00) per year, after

one year of service upon the employee providing a receipt for boot allowance.

ARTICLE 20 SENIORITY

- 20.01** The Employer shall maintain a seniority list and whenever possible, shall maintain past practice in respect to layoff and recall on the basis of seniority provided the employee has the ability to perform the work. The seniority list shall not restrict the Employer in any manner in respect of his/her management rights under Article 18.
- 20.02** Requests for leave of absence without pay must be made in writing with reasons shown. Leave of absence shall be granted for good and sufficient reasons. A leave of absence will not exceed five (5) days unless approved by the Employer in writing.
- 20.03** Such leave of absence shall be without pay, but shall not, however, cause any loss or any break in the employee's seniority rights, in accordance with article 20.01.

ARTICLE 21 SEVERABILITY

- 21.01** 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 Fed-

eral 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 22

SECURITY FOR PAYMENT OF WAGES, BENEFITS AND OTHER CONTRIBUTIONS

22.01 The Union may at any time require any Employer bound by this Agreement, who is new to the industry or has repeatedly violated the Collective Agreement, to pay the Union a sum of not less than one hundred thousand dollars (\$100,000.00) or other form of security acceptable to the Union and the Association, or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, union dues, traveling expenses, contributions to Welfare Fund, Training Fund, Pension Fund, or any other payments or financial benefits payable to the Union or to or on behalf of said employees in accordance with the terms and conditions of this agreement.

A Committee will be set up to work out a policy on Security for Payment of Wages. This Committee will be comprised of three (3) persons from the Toronto & District Carpentry Contractors Association and three (3) persons from the Union.

22.02 Upon an Employer failing to make any of the payments referred to in Articles 12 and 13 herein, the Union may at its own discretion file a grievance under Article 17 of this Agreement to exercise Article 22.01 of this Agreement.

22.03 Breach of Collective Agreement by Employer

- a) In the event that the Employer repeatedly fails or refuses to pay wages, benefits or contributions on behalf of any of his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing shall not constitute an unlawful strike or unlawful picketing as the case may be, within the provisions of the Ontario Labour Relations Act or this Collective Agreement and the Employer agrees not to bring any proceed-

ings of any kind or nature whatsoever, against any person or the Union for such conduct.

- b)**
- (i) Prior to undertaking to complete any work at any project where the performance of such work was commenced by another contractor, an Employer shall contact the Union to ascertain whether the previous contractor failed or refused to pay any outstanding wages or to make any outstanding employee benefit contributions on behalf of any of his employees. Upon being contacted for the aforementioned purpose by an Employer, the Union will advise the Employer, in writing, within forty-eight **(48)** hours, whether or not the previous contractor has failed to make the aforementioned payments. Should the Employer be advised in the manner prescribed, that the previous contractor is delinquent, the Employer shall not undertake to complete the work in question.
 - (ii) It is understood and agreed that the amount of damages to be awarded against any employer

for breach of the foregoing provisions, shall be equivalent to the outstanding wages and employee benefit contributions which were not paid or made as the case may be by the delinquent contractor.

- (iii) It is further understood and agreed that no Employer shall be liable for the aforesaid damages if the Union fails to advise it of the previous contractor's delinquency in the manner prescribed herein.

ARTICLE 23 SUCCESSOR AND ASSIGNS

- 23.01** 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 24 PAY EQUITY

- 24.01** 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.

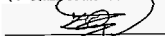
ARTICLE 25
DURATION, CHANGE AND RENEWAL

25.01 This Agreement shall become effective on May 1, 2007, and shall continue in full force and effect until April 30, 2010, 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, 2010, or in a like period in any year thereafter.

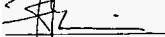
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED at Toronto, This 16th day of October, 2007.

(On behalf of the "EMPLOYER")


SIGNATURE


PRINT NAME


SIGNATURE

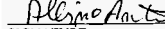
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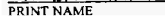
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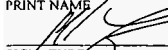

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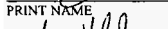
(On behalf of the "UNION")


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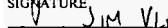
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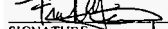
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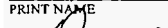
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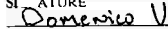
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SCHEDULE "A"
(HIGH RISE)
WAGES AND RELATED PAYMENTS

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.

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Classification	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
Carpenters (Journeyman)					
Effective May 1st, 2007	\$31.80	\$3.19	\$2.60	\$4.39	\$41.98
Effective May 1st, 2008	\$32.62	\$3.26	\$2.80	\$4.69	\$43.37
Effective May 1st, 2009	\$33.34	\$3.34	\$3.00	\$4.99	\$44.67
Effective Nov. 1st, 2009	\$33.57	\$3.37	\$3.00	\$4.99	\$44.93

Employer Contributions	
Association Administration Fund	\$0.60 cents per hour
Dues Supplement	\$0.02 cents per hour
Apprenticeship & Training Fund	\$0.30 cents per hour
Carpenters Industry Promotion Fund	\$0.10 cents per hour as of May 1, 2009
Supplementary Union Dues Check-off	2% of Gross Earnings
Working Foreman	10% over the applicable hourly rate set out above (see Section 7.11 of the Master Portion)
Leadhand	5% over the applicable hourly rate set out above (see Section 7.12 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) 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%)

(See wage grid next page)

Classification	Hourly Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Total
MAY 1, 2008	16.31	1.63	2.80	4.69	25.43
MAY 1, 2009	16.67	1.67	3.00	4.99	26.33
NOV. 1, 2009	16.79	1.68	3.00	4.99	26.46
SECOND TERM APPRENTICE					
EFFECTIVE MAY 1, 2007	\$19.08	\$1.91	\$2.60	\$4.39	\$27.98
MAY 1, 2008	19.57	1.96	2.80	4.69	29.02
MAY 1, 2009	20.00	2.00	3.00	4.99	29.99
NOV. 1, 2009	20.14	2.01	3.00	4.99	30.14

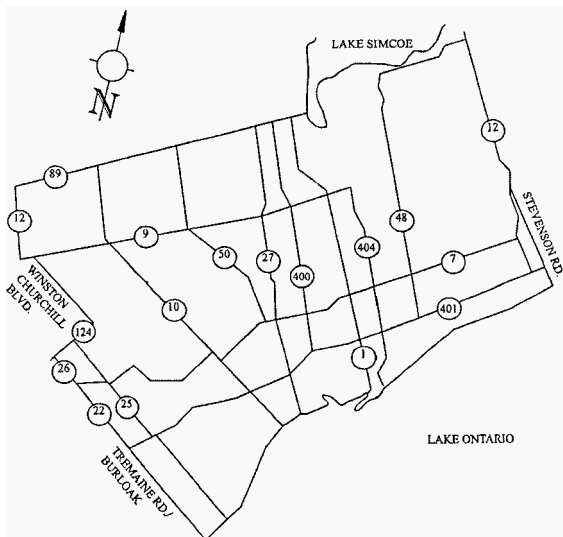
THIRD TERM APPRENTICE

EFFECTIVE MAY 1, 2007	\$22.26	\$2.23	\$2.60	\$4.39	\$31.48
MAY 1, 2008	22.83	2.28	2.80	4.69	32.60
MAY 1, 2009	23.34	2.33	3.00	4.99	33.66
NOV. 1, 2009	23.50	2.35	3.00	4.99	33.84

FOURTH TERM APPRENTICE

EFFECTIVE MAY 1, 2007	\$27.03	\$2.70	\$2.60	\$4.39	\$36.72
MAY 1, 2008	27.72	2.77	2.80	4.69	37.98
MAY 1, 2009	28.34	2.83	3.00	4.99	39.16
NOV. 1, 2009	28.53	2.85	3.00	4.99	39.37

SCHEDULE "B" MAP OF TRAVEL ZONE



LETTER OF UNDERSTANDING#1

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")

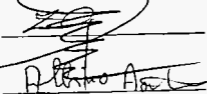
RE: NO INFERIOR AGREEMENTS

The Parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a collective agreement and/or any agreement with the Union, then the Union agrees that the specific individual terms and conditions of that collective agreement and/or any agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the collective agreement and any agreement with the Association.

The Parties agree that this Letter forms part of this collective agreement and may be enforced as such.

Dated at Toronto, this 16th day of October, 2007.

FOR THE ASSOCIATION


Alberto Amel

FOR THE UNION


Mark Boudreau

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