

**ACOUSTIC AND DRYWALL APPENDIX**  
to the  
**Agreement**  
by and between  
**THE CARPENTERS' EMPLOYER  
BARGAINING AGENCY**  
(hereinafter called EBA)

and

**THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,  
United Brotherhood of Carpenters  
and Joiners of America**  
(hereinafter called the Union)

As provided in Article 2 of the master portion of the Agreement, the EBA and the Union have agreed to apply the following provisions to employees who are members in Local Unions that are affiliated with The Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, (hereinafter called the Council).

In this Appendix, Association means the Acoustical Association of Ontario and/or the Interior Systems Contractors of Ontario.

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

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

- (a) This Appendix on behalf of its own provisions and on behalf of the provisions in the master portion of the Agreement, extends their scope to be applicable to and effective throughout the Province of Ontario.
- (b) The provisions of this Appendix shall apply to and be binding upon employers engaged as Acoustic and Drywall Contractors.
- (c) The provisions of this Appendix shall apply to and be binding upon each of the affiliated Local Unions of the Council as listed in the Affiliated Local Union Schedule, as amended from time to time.

#### **ARTICLE 4 - SUBCONTRACTING (Special Provision)**

(This Special Provision shall replace Article 4 in the master portion of the Agreement.)

- (a) No employer shall subcontract the work of the Union under the provisions of Article 19 of this Appendix except to an employer bound by the provisions of this Appendix.
- (b) 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.
- (c) No member of an affiliated Local Union of this Council shall be permitted to undertake or contract any work covered by this Appendix unless, prior to the commencement of the work, he firstly satisfies the Union by delivering documentation confirming that he is in good standing with government regulatory authorities and is of sound financial ability, and having complied with these requirements he becomes signatory to the Collective Agreement.
- (d) **Construction Management** - Without restricting in any way the application of the subcontracting provision contained in Article 4(a) of this Appendix, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to this Article unless:
  - (i) the owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains bid(s) for such work from such contractor(s) without any involvement or participation by the Employer in the selection of such contractor(s) (except as to the validity of the bid(s) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement
  - (ii) the owner accepts bid(s) from contractor(s) not bound to this Agreement; and
  - (iii) the owner contracts or subcontracts directly with contractor(s) not bound to this Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.
- (e) Any failure to comply with Article 4(d) of this Agreement shall render the employer liable for damages equivalent to those for the breach of the subcontracting provision set forth in Article 4(a) above.
- (f) The employer shall advise the owner of the provisions of Articles 4(d) and 4(e) when undertaking the construction management service contract.

- (g) Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to comply with the provisions of this article determines that the employer has violated the Collective Agreement with respect to the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the Grievance including but not limited to, all reasonable legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct money, cost incurred in serving a summons, and any expenses incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration.

#### **ARTICLE 5 - UNION SECURITY (Special Provision)**

(This Special Provision shall replace Article 5 in the master portion of the Agreement.)

- (a) (i) The Union shall not permit its members to perform any work covered by this Agreement other than for a contractor bound by this Agreement or for companies targeted for organizing by the Union.
- (ii) The employer agrees to only employ members in good standing of the United Brotherhood of Carpenters and Joiners of America to perform all work, within Article 19 of this Appendix.
- (iii) If an employer is a partnership or corporation, not more than one member of the firm shall work with the tools. If an owner, partner, director or officer of a corporation performs work on the tools, he or she must be a member of the Union and must make the appropriate payments as required in Article 6 Schedule D of the relevant portion of the Collective Agreement for each hour of work performed. Such membership in the Union shall not be unreasonably denied.
- (b) All employees covered by this Appendix shall be hired through the offices of the affiliated Local Unions. However, it is agreed that the employer may recall former employees who have worked for the employer within the last six months prior to recall through the affiliated Local Union office, provided the employee is unemployed and registered at the affiliated Local Union office on the date of recall. All employees before commencing work, must obtain a Referral Slip, from the affiliated Local Union or District Council. Such referral slip may be forwarded and/or obtained by facsimile or electronic method.
- (c) Notwithstanding the provisions of Section (b) the employer may transfer the first two key men from one geographical area to a project located in the geographical area of another affiliated Local Union. The next two (2)

employees shall be hired from the affiliated Local Union and thereafter one employee from outside the geographical area and one from the affiliated Local Union area, to a maximum of a twelve man crew. An employee who is transferred from one area to another shall be paid the total wage package in the area from which he was transferred or the total wage package in the area to which he was transferred whichever package is the greater. This twelve man crew is defined as six men from outside the geographical area and six men from the affiliated Local Union's area. If the affiliated Local Union in the other area cannot supply sufficient competent workmen, additional employees may be transferred as agreed upon between the employer and the affiliated Local Union in the other area. It is understood that, if the Local Union or District Council is unable to provide the required competent workmen within two (2) working days, the employer is free to hire such manpower as is available, but such manpower shall, as a condition of employment before commencing work, apply to the affiliated Local Union having jurisdiction for the job or project where said manpower is working, and shall comply with all the applicable union regulations for membership therein.

- (d) Where a project is located in a jurisdictional area other than that where the main business office of the employer is located, and where the project shall only require two men to complete, the employer must hire at least one of the men from the other affiliated Local Union. If the employer fails to hire as required by this provision, he shall pay as liquidated damages to the Local Union an amount equal to what should have been paid to the local member had this provision been complied with. Prior to commencing a project the employer shall notify the affiliated Local Union or the District Council as to whether the project shall require two, or more than two men to complete. Where an employer notifies the Local Union or District Council that the project shall require more than two employees to complete, but does not hire a local member, the employer shall pay to the Local Union or District Council as liquidated damages an amount equal to one-half of what the employer paid his two employees to complete the project. If the Ontario Labour Relations Board or a Board of Arbitration awards damages as specified in this Article, then it shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the grievance, including but not limited to all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and business representatives, conduct money, costs incurred in serving summonses, and any expenses incurred by the Union pursuant to section 133(16) or otherwise for the Board of Arbitration.
- (e) Where a project is located in the area which has no affiliated Local Union, the employer may transfer any number of employees, who are

members of the United Brotherhood of Carpenters and Joiners of America, to the project.

- (f) All employees from other jurisdictions shall report to the affiliated Local Union office in which the job is located before proceeding to work.
- (g) The employer shall lay off in reverse order of hiring as stipulated in Article 5 subsection (c).
- (h) No person shall be refused employment or Union membership because of his/her sex, race, colour, creed, age or national origin.
- (i) The parties agree to accommodate members of the Canadian Forces Reserves when their responsibilities to the Reserves overlap with their working hours. Additionally, upon completion of the Reservist's military responsibilities, the worker will be the first employee rehired by the original employer when a dispatch request has been made by said employer.

#### **ARTICLE 6 - WAGES AND METHOD OF PAYMENT**

- (a) Articles 6.01 to and including 6.07 of the master portion of this Agreement shall apply equally to this Appendix.
- (b) The following wage rate schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

#### **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

- (a) The following hours of work schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.
- (b) **Make-Up Time:** On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working an additional two hours per day Monday through Friday or up to eight hours on Saturday at straight time rates up to the total hours of lost time to a maximum of forty hours, **or the maximum straight-time hours of the geographically applicable Local Union**, total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer. Should the employer violate this provision a second time, the Union shall have the right, in addition to any damages it may claim, to withdraw from the violating employer the right to utilize this provision on any further projects for the currency of this Agreement.

- (c) Reporting Pay (Inclement Weather): When an employee reports to work as usual but is unable to commence work because of inclement weather, he shall be given two (2) hour's pay plus any applicable travel allowance for reporting on the job, provided however that the employee remains on the job. If the Employer advises an employee that he may leave the job, the Employee shall be paid the hours of pay and applicable travel allowance as aforesaid.
- (d) The starting and quitting times may be varied by agreement between the Employer and the local union.

**ARTICLE 11 - COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE, LODGING**

- (a) The following travel schedules are inserted as part of the Agreement. Where, in any geographic area, no schedule appears in this Appendix, the schedule for Carpenter in the master portion of the Agreement shall apply.

**ARTICLE 13 - SHELTER AND TOOL LOCK-UP**

(Special Provision)

(This Special Provision shall replace Article 13 in the master portion of the Agreement.)

- (a) The employer shall provide a proper and adequate tool lock-up for the storage of the employee's tools.
- (b) Provided the employee makes a claim in writing within forty-eight (48) hours from the date of loss, the Employer agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire, industrial mishap or burglary by the employee who must provide substantiating evidence to establish the loss from the designated locked storage. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$1,100.00. The employer's liability shall not exceed \$330.00 for clothing.

**ARTICLE 14 - BUSINESS REPRESENTATIVE AND STEWARD (Special Provision)**

(This Special Provision shall replace Article 14.02 in the master portion of the Agreement.)

- (a) The Employer acknowledges the right of the union to elect or appoint stewards and the Employer agrees to recognize such stewards. The union undertakes to keep the Employer informed of such appointments in writing. No discrimination shall be shown against a steward for carrying out his duty, but in no case shall his duties interfere with the

general progress of the work. The steward shall be a qualified journeyman and if possible, one in possession of a Safety Certificate from the Construction Safety Association of Ontario.

- (b) The steward's first duty is to do the work required to be performed by him for the contractor. He shall, however, be responsible for administering this Agreement, safeguard the interest of the Union on the job site and reporting any infraction thereof to the contractor's foreman and the Union. He shall be allowed to keep a report of the workers hired, also laid off or discharged. The steward shall be permitted to carry out his duties during working hours without loss of pay.
- (c) The steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to hospital or home without loss of time.
- (d) The steward shall be one of the last two (2) employees on the job provided he is qualified to perform the available work. In the event the job is temporarily closed down to the extent that no employees are working, on re-opening the job, the steward shall be one of the first two (2) employees to be recalled. A steward shall not unreasonably be excluded from a crew for overtime work, provided he is willing and capable of performing the available work.
- (e) The steward will not be transferred to another project of the employer unless by mutual consent of the parties involved.

## **ARTICLE 16 - GENERAL WORKING CONDITIONS**

(Special Provision)

(This Special Provision is in addition to the provisions of Article 16 in the master portion of the Agreement.)

- (a) Tool List: Each employee shall provide, and bring to each job, the following kit of tools:  
1 Tool Box, 1 50-Foot Tape Measure, 1 pair of Wiss Snips, 1 Chalk Line, 1 Gypsum Knife, 1 HandDrywall Saw, 1 Key-Hole Saw, 2 Pair Nippers or Wire Benders, 1 Plumb Bob, 1 24" Spirit Level, 1 48" Spirit Level, 1 Gyproc Axe, 1 Screw Gun and 1 25-Foot Tape, 1-100' Extension Cord, 1 Framing Square and 1 T-square, Palm Laser.
- (b) The employer will temporarily replace, for a period of one week at no cost to the employee, the employee's screw gun that is being repaired at the employee's own expense.  
Apprentices will be required to supply their own screw gun after one year of apprenticeship.
- (c) Provided that if the employee reports to the project for work without the proper tools to perform the work he shall not be entitled to reporting allowance.

- (d) Where the employer supplies any tools, the employee will sign for same and be responsible for its return, failing which the employee will compensate the employer for same. Employees will not be responsible for tools stolen or damaged by circumstances beyond the employee's control.
- (e) The employer shall supply heavy duty screw guns which are required in the installation of light weight exterior component systems, and the installation of metal studs or track 20 gauge or heavier.
- (f) **Health & Safety** – All employees to have available at all times the, "Personal Health and Safety Record" booklet provided to all employees by the Union and such booklet shall be maintained and updated for viewing by the employer.
- (g) When requested, the Employer shall provide to employees working under the terms of this Collective Agreement, Revenue Canada Form T2200 Declaration of Conditions of Employment, signed by the Employer.
- (h) No personal communication devices such as cell phones, Blackberries, ipods and/or similar devices shall be used on the job site during working hours.

**ARTICLE 17 - APPRENTICES**  
(Special Provision)

(This Special Provision is the Apprenticeship Advisory Committee referred to in Article 17.02 in the master portion of the Agreement.)

- (a) To assure the Industry of an adequate supply of properly trained and skilled mechanics there shall be a Joint Training and Apprenticeship Committee to which the Association and the Council shall each appoint three representatives.
- (b) This committee shall be responsible for:
  - (i) an apprenticeship program under which the Local Apprenticeship standard shall be administered and also co-ordinated with the Trades Qualification and Apprenticeship Act, 2000 and Amendments thereto; and
  - (ii) a Journeyman Training Program under which advance training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.
- (c) This Committee shall meet as required. Four members of the Committee shall constitute a quorum except that where, at the request of either Chairman of the respective parties' Committees, a special summoned meeting is called, two representatives of each party shall constitute a quorum.

- (d) The Employer agrees that all apprentices shall be provided with the opportunity to advance their skills and abilities in all aspects of the trade, whenever possible.
- (e) Apprentices must successfully complete the final examination for a Certificate of Qualification as a Journeyman within six (6) months of completion of their fifty-four hundred (5400) hour term of apprenticeship or their membership in the union may be revoked.
- (f) No pension contributions will be made for the first term apprentices (First 1800 hours)
- (g) Health and Welfare Contributions shall be made from the first day of employment for all apprentices.

**ARTICLE 17.05 (Special Provision)**

(This Special Provision replaces Article 17.05 of the master portion of the Agreement.)

When hiring the Employer agrees to hire and employ a drywall and acoustic apprentice at the Union's request, but in no event shall the employer be required to employ more than a ratio of one (1) apprentice to four (4) journeymen, unless by mutual consent between the Union and the employer. On the first day of employment, the apprentice must provide to the Employer, prior to commencing work, a copy of the "Apprentice Contract" entered into with the Ministry of Training, College & Universities.

The rate of wages for apprentices shall be in accordance with the wage schedules.

A record book showing which employer the apprentice has worked for, the type of work performed, and the amount of hours worked shall at all times be kept by the apprentice and signed by each employer for inspection by any perspective employer.

1 <sup>st</sup> Term	55%	(0-1800 hours)	1800
2 <sup>nd</sup> Term	60%	(1801-2700 hours)	900
3 <sup>rd</sup> term	70%	(2701-3600 hours)	900
4 <sup>th</sup> Term	80%	(3601-4500 hours)	900
5 <sup>th</sup> Term	85%	4501-5400 hours)	900
Total			5400

**NO APPRENTICE SHALL ACT  
IN A SUPERVISORY CAPACITY**

All apprentices must attend and complete a trade school program for the Drywall and Acoustic trade. The employer agrees to terminate the

employment of any apprentice who does not attend full-time courses at the said school when required or does not complete the said courses upon notification by the Union. Upon completion of the trade school program the employer for whom the apprentice worked immediately prior to attending school shall re-employ the said apprentice provided that work is available. If no work is available and the apprentice is still unemployed he shall be the first employee referred from the Union Hall when the employer is requesting additional manpower.

In order to receive full Journeyman's rate an Apprentice must be able to provide a Certificate from a qualified apprenticeship or Training School verifying that the Apprentice has completed the program.

Any new membership applicant who is unable to pass the Industry Test and is unable to satisfy the employer and/or Union that he has completed an accepted Apprenticeship Training Course will be classified by the Union or the Local Joint Apprenticeship Committee, and his rate of pay shall be in accordance with the Schedule of Wages as set out in Article 17.05 of the Acoustic and Drywall Appendix.

This Article will not apply to transfer card members who are journeymen with the United Brotherhood of Carpenters and Joiners of America.

### **Pre-Apprentice**

- (a) The Union agrees that the Employer may engage individuals designated as Pre-Apprentices. These Pre-Apprentices may be issued permits to work by the Local before performing any bargaining unit work. These work permits shall be valid for a period not exceeding ninety (90) calendar days or four hundred and fifty (450) hours and are intended to provide the Employer with the opportunity to evaluate the aptitude and attitude of the Pre-Apprentice. To this end, the Employer agrees to use ninety calendar days evaluation to objectively examine the performance of the Pre-Apprentice, and to complete and remit any Evaluation Form provided by the Union to the Local Union or Local Apprenticeship Committee. It is understood that during the 90 calendar day period or four hundred and fifty hours, the Local Union and Employer Association will determine what employee or employer contributions are to be made for the Pre-Apprentice.
- (b) Should the Employer be satisfied with the performance of the Pre-Apprentice at any time before or at the termination of the ninety calendar day evaluation period, the Employer may direct the Pre-Apprentice to the Local to enlist as a First Year Apprentice. Should the Employer be dissatisfied with the performance of the Pre-Apprentice at any time before the termination of the ninety calendar day evaluation period, the Employer shall inform the Union of the cancellation of the

work permit. The issuing of a permit shall be at the sole discretion of the Union.

- (c) At no time shall a work permit be extended beyond the ninety calendar day evaluation period.

## **ARTICLE 19 - WORK JURISDICTION**

(Special Provision)

- (a) The employer recognizes the trade jurisdiction of the Council and agrees to assign work of such jurisdiction to the employees covered by this Appendix. For purposes of the Acoustic and Drywall trade, the trade jurisdiction of the Council shall consist of, but shall not be limited to the following:

The installation of all materials and component parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum board, all integrated ceilings, ceiling heat panels, all radiant ceiling heat fill, all main tees, cross tees, splines, splays, wall and ceiling angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation; all work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracing's, fire-blocking, resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, moulding, base and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and thermal insulation materials; the installation of fixture attachments including all layout work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, tying, and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum lath and metal lath and metal corner beads, ceiling heat panels, backing boards, installation of any material used as a base for thin coat plaster, acoustical material of mineral or fibre; the installation of lead baffles insulation material, bead board and rigid insulation, metal and/or plastic compositions, including monolithic adhesives or any material attached to the above described

metal construction. Demolition work and dismantling of all re-usable material pertaining to the acoustic and drywall work jurisdiction shall be performed by employees covered by this Appendix.

- (b) The installation of all pre-built, either on-site, or off-site, light weight exterior component systems, such as but not limited to, EIFS Systems including all the metal framing, gypsum board, the insulation and all attachment including all welding related to this work.
- (c) No limitation shall be placed on the work covered by this trade jurisdiction by reason of the surface of texture or purpose for which the material described herein is used, designed or intended.
- (d) The trade jurisdiction includes the handling, and clean up, of all the materials listed in the Sections of this Article and all materials and/or equipment required to carry out the work covered by the trade jurisdiction.
- (e) In geographic areas where members of the Carpenters Union have traditionally performed taping, the fireproofing of beams, columns and chase including fire caulking, the Employer shall recognize such jurisdiction and assign such work to employees covered by this Appendix.

#### **ARTICLE 20 – OCCUPIED PREMISES**

(Special Provision)

- (a) The rate of pay for occupied premises work outside the regular working day shall be at regular straight time rates for a period not to exceed eight (8) hours per day. Before the work is started, the Employer shall notify the Union, via correspondence, that the work is to commence.

#### **ARTICLE 21 – ARBITRATION**

Private Arbitration Protocol

In the alternative to referring the matter to the OLRB under section 133, the Union may refer a grievance to one of the arbitrators listed on the schedule "A" attached hereto for final and binding determination pursuant to the following protocol:

- i) The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time and location shall be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.
- ii) The party referring the grievance to arbitration shall serve the employer with a Notice of the referral to arbitration, by personal service, [facsimile, or by overnight courier or mail, or their equivalent and shall copy the

arbitrator and the Interior Systems Contractors Association and Acoustical Association of Ontario with the Notice.

- iii) Service shall be effective upon receipt, if personal service, facsimile or courier is used, or shall be deemed to have occurred on the second day after mailing if overnight mail is used.
- iv) Either at the time of making the referral or after, where a party requests a pre-hearing order from the Arbitrator, it shall serve the other party with its request at the same time that it serves the Arbitrator with the request. Service of the request shall be by one of the methods described in ii) above, and the provisions of iii) above apply to such service. The party of which the request is made shall have until 5:00 p.m. of the next business day after service of the request to file any response to the request with the Arbitrator and the referring party. The referring party is entitled to any opportunity to reply to any responses filed with the Arbitrator.
- v) Counsel, if retained by the party, must be able to accommodate the hearing schedule set by the Arbitrator.
- vi) The Arbitrator shall have the power to make the Arbitrator's costs (fees and costs, such as service administrative, rental of hearing venue etc.) an Award or part of an Award, to be payable to the union by the employer, in trust for the Arbitrator and to be payable accordingly by the Union to the Arbitrator.
- vii) The Arbitrators for purposes of this arbitration process shall be the persons listed in Schedule "A" hereto. If any of these arbitrators are unable to or unwilling to act, the parties shall meet and agree on other arbitrators in substitution for them.
- viii) The Arbitrators shall have all the powers of an arbitrator under the Labour Relations Act and under the collective agreement, including but not limited to by the power to require records and/or documents to be produced prior to and/or at a hearing and the power to issue summons to witnesses and thereby compel attendance. The decision of the Arbitrator is final and binding with respect to all matters remitted to the arbitrator. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, fees, costs and/or penalties of any sort, is deemed to be a decision of the Arbitrator pursuant to the Labour Relations Act, as amended, and is enforceable as such.
- ix) The arbitrator shall also award liquidated damages equal to one hundred percent of any amount found to be due and owing and such award is to also be deemed to be a decision of the arbitrator pursuant to the Labour Relations Act, as amended, and is enforceable as such. The liquidated damages shall be paid to the joint ISCA / Union Trust Fund or the joint AAO / Union Trust Fund, depending on which association the violating

contractor is a member of. Liquidated damages that arise from a non-association contractor shall be paid to each trust fund on a 50/50 basis.

Schedule "A" referred to above in vii) can be obtained from the offices of Local 675, ISCA or AAO.

**Affiliated Local Union Schedule**

The affiliated Local Unions of the Carpenters' District Council of Ontario for the purposes of this appendix are:

Local Unions: 18, 249, 397, 494, 675, 785, 1256, 1946, 1669, 2041, 2486, of the United Brotherhood of Carpenters and Joiners of America.

L.U. 18

Acoustic/Drywall  
Article 6 - SCHEDULE D

Hamilton (Zone 1)

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total
May 1/16	\$38.55	\$3.85	\$3.00	\$7.25	\$1.05	\$53.70
May 1/17	\$39.09	\$3.91	\$3.00	\$7.25	\$1.05	\$54.30
May 1/18	\$39.82	\$3.98	\$3.00	\$7.25	\$1.05	\$55.10

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Training & Upgrading Fund (includes Carpenters' District Council of Ontario Training Trust Fund)	\$1.05	\$1.05	\$1.05
<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund - (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$2.31	\$2.31	\$2.31
<b>Foreman Differential:</b>	15%	15%	15%
<b>Lead Hand:</b>	5%	5%	5%

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Pre-Apprentice - 55% of journeyperson rate	\$21.20	\$21.50	\$21.90
1 <sup>st</sup> Term - 55% of journeyperson rate	\$21.20	\$21.50	\$21.90
2 <sup>nd</sup> Term - 60% of journeyperson rate	\$23.13	\$23.45	\$23.89
3 <sup>rd</sup> Term - 70% of journeyperson rate	\$26.99	\$27.36	\$27.87
4 <sup>th</sup> Term - 80% of journeyperson rate	\$30.84	\$31.27	\$31.86
5 <sup>th</sup> Term - 85% of journeyperson rate	\$32.77	\$33.23	\$33.85

Apprentices shall serve a 90 day (450 hour) probationary period.

All apprentices will receive health and welfare contributions for all hours earned from the first day of employment. Prior to advancing to a Level 1 drywall-acoustic apprentice status, the apprentice must have a successful probation report, be a registered apprentice with the Ministry of Training Colleges and Universities and Local 18's Apprenticeship Committee. No pension contributions will be paid for 1<sup>st</sup> term apprentices or the equivalent of

1800 hours. Pension contributions will be paid for all 2<sup>nd</sup> term apprentices and above, on all hours earned.

**Foreman Ratio and Definition**

Foreman means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman’s tools. He shall, when given such authority to hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, drywaller, piledriver, floor installer) dependent upon the work being done by the employees supervised.

When eight (8) or more journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid the foreman’s rate. This arrangement is not required when there is a card carrying United Brotherhood of Carpenters and Joiners of America superintendent in charge of the project.

All foremen must be members of Local 18 or carry a Local 18 work permit.

**Lead Hand Ratio and Definition**

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 2 hrs. 2x after	2x	2x	2 <sup>nd</sup> - 15% 3 <sup>rd</sup> - 20%	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m.
- (c) A ½ hour unpaid lunch break must be taken at no cost to the employer. “Benefits” includes employer contributions and employee deductions. When employees are required to work a shift other than the dayshift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which

shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium on benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.

- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 8:30 a.m.	- Night Shift
8:00 a.m. to 4:30 p.m.	- Day Shift
3:30 p.m. to 11:59 p.m.	- Afternoon Shift

- (g) All work during the first two (2) hours after the end of the regular working day as provided for in (b), on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a non-alcoholic beverage shall be provided at no loss of time to him. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) No work shall be performed on Labour Day except in case of emergency.
- (j) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the employer.
- (k) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the employees (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (l) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

## **ARTICLE 9 - TRAINING FUND**

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each member will be given WHMIS, Working at Height and Confined Space training courses, provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the passport booklet or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employee's to attend training and upgrading programs offered by the Union.
- e) The Union and the contractors agree to try and meet on a regular basis to discuss the industry, training and development to establish and maintain a good working relationship and to discuss other issues pertaining to our specific area.

## **ARTICLE 11 - ZONES AND MILEAGE**

- (a) The following is defined as the Metropolitan Area for the purpose of this Agreement:  
The area bounded by a line drawn from the south shore of Lake Ontario in a southerly direction on No. 50 side road (west of Winona) to No. 20 Highway, westerly on No. 20 Highway to No. 53 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52 Highway to No. 5 Highway, easterly on No. 5 Highway to the Burlington-Oakville town line, and southerly on the said town line to Lake Ontario.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) above, he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way effective May 1, 2012. The

number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the jobsite.

- (c) When men are conveyed from point to point by truck, cover will be provided during cold and inclement weather.

### **Competitive Hardship Make-Up Time**

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. No more than 2 extra hours per weekday may be worked to a total of 10 hrs per day, and then double time would be applied. **Make-up time hours are agreed not to exceed 8 hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ for the first 4 hours and double time thereafter. The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

### **Room and Board Allowance**

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

L.U. 18

Acoustic/Drywall  
Article 6 - SCHEDULE D

Niagara (Zone 2)

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Funds	Total
May 1/16	\$38.55	\$3.85	\$3.00	\$7.25	\$1.05	\$53.70
May 1/17	\$39.09	\$3.91	\$3.00	\$7.25	\$1.05	\$54.30
May 1/18	\$39.82	\$3.98	\$3.00	\$7.25	\$1.05	\$55.10

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$1.05	\$1.05	\$1.05
<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund - (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$2.31	\$2.31	\$2.31
<b>Foreman Differential:</b>	15%	15%	15%
<b>Lead Hand:</b>	5%	5%	5%

Local 18 Vacation Pay and Statutory holiday pay shall be paid to each member semi-annually in July and December.

<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Pre-Apprentice - 55% of journeyman rate	\$21.20	\$21.50	\$21.90
1 <sup>st</sup> Term - 55% of journeyman rate	\$21.20	\$21.50	\$21.90
2 <sup>nd</sup> Term - 60% of journeyman rate	\$23.13	\$23.45	\$23.89
3 <sup>rd</sup> Term - 70% of journeyman rate	\$26.99	\$27.36	\$27.87
4 <sup>th</sup> Term - 80% of journeyman rate	\$30.84	\$31.27	\$31.86
5 <sup>th</sup> Term - 85% of journeyman rate	\$32.77	\$33.23	\$33.85

Apprentices shall serve a 90 day (450 hour) probationary period.

All apprentices will receive health and welfare contributions for all hours earned from the first day of employment. Prior to advancing to a Level 1 drywall-acoustic apprentice status, the apprentice must have a successful probation report, be a registered apprentice with the Ministry of Training Colleges and Universities and Local 18's Apprenticeship Committee. No pension contributions will be paid for 1<sup>st</sup> term apprentices or the equivalent of

1800 hours. Pension contributions will be paid for all 2<sup>nd</sup> term apprentices and above, on all hours earned.

**Foreman Ratio and Definition**

“Foreman” means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman’s tools. He shall, when given such authority to hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, drywaller, piledriver, floor installer) dependent upon the work being done by the employees supervised.

When eight (8) or more journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid the foreman’s rate. This arrangement is not required when there is a card carrying United Brotherhood Carpenters and Joiners of America superintendent in charge of the project.

All foremen must be members of Local 18 or carry a Local 18 work permit.

**Lead Hand Ratio and Definition**

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. (Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday And Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 2 hrs. 2x after	2x	2x	2 <sup>nd</sup> - 15% 3 <sup>rd</sup> - 20%	2 x 10 min.	2 hrs.	1 hr.

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) It is agreed that the normal working day shall constitute hours from 8:00 a.m. to 4:30 p.m.
- (c) A ½ hour unpaid lunch break must be taken at no cost to the employer. “Benefits” includes employer contributions and employee deductions. When employees are required to work a shift other than the dayshift, the shift will be determined by the above schedules. For clarity, the majority of the hours to be worked, before or after midnight will determine which

shift and premiums would apply. The afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement including 15% premium on benefits. The night shift premium will be an additional 20% per hour based on the current rate in the agreement including 20% premium for benefits. Shift premiums are not to be included when overtime rates are being paid.

- (d) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (e) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (f) For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. until 12:00 p.m. midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 8:30 a.m.	- Night Shift
8:00 a.m. to 4:30 p.m.	- Day Shift
3:30 p.m. to 11:59 p.m.	- Afternoon Shift

- (g) All work during the first two (2) hours after the end of the regular working day as provided for in (b), on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a non-alcoholic beverage shall be provided at no loss of time to him. When overtime is greater than two (2) hours, a non-alcoholic beverage and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (h) Double time shall be paid for all work performed on Saturdays and Sundays.
- (i) No work shall be performed on Labour Day except in case of emergency.
- (j) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean-up. On excessively dirty work there shall be a fifteen (15) minute clean-up period (i.e. creosote, etc.) and towels and solvent are to be supplied by the employer.
- (k) When the designated parking area of the jobsite is not located within walking distance, bussing will be provided at no loss of time to the employees (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (l) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

## **ARTICLE 9 - TRAINING FUND**

- a) The parties agree to a Training Fund for apprentices and journeymen upgrading, including safety training pertaining to on-site construction. The Union agrees that each apprentice will be WHMIS, Working at Heights and Confined Spaces training courses, provided by the Union. The Union agrees to hold the Employers harmless from any and all claims against their making the contributions and remitting same to this Trust Fund. It is also agreed that the Union will supply, upon request, a financial statement of the training fund.
- b) The Union agrees that it will aggressively train all members required on various aspects of health and safety training as is mutually agreed upon by both labour and management, and endorsed by the local apprenticeship committee.
- c) The local will endeavour to fulfill contractor needs for jobsite sensitive training in conjunction with the Employers and or clients requirements. All legislated compulsory training will be prioritized and scheduled. Other programs are constantly being taught according to demand from our members, contractors and the industry.
- d) Employees will carry the passport booklet or personal health and safety training records for the employer's information and possible site proof of training. It is the member's responsibility to provide proof of training as soon as it is practical. The Employers will work with the Union to ensure all employees are trained. The contractors agree to aggressively encourage their employee's to attend training and upgrading programs offered by the Union.
- e) The Union and the contractors agree to try and meet on a regular basis to discuss the industry, training and development to establish and maintain a good working relationship and to discuss other issues pertaining to our specific area.

## **ARTICLE 11 - ZONES AND MILEAGE**

- (a) The following is defined as the Metropolitan Area for the purposes of this agreement where travel monies are not applicable.  
The area north of a boundary line drawn from the west shore of the Niagara River in a westerly direction on Townline Road (south of Black Creek) to Hwy. 25. Westerly on Hwy 25 to Canal Bank St (Welland). South on Canal Bank St to Hwy 23 (Dain City). West on Hwy 23 to Hwy 24 (Chambers Corners) then north on Hwy. 24 to Hwy. 20, west on Hwy. 20 to Hwy. 14 to the boundary line of Local 18 Hamilton Zone #1.
- (b) When an employee is required to work beyond the Metropolitan Area as defined in (a) he shall receive a travelling allowance at the rate of forty-eight cents (.48) per kilometre each way May 1, 2012. The number of

kilometres in question will be based on the distance from the boundary line in the Metropolitan Area to the jobsite.

- (c) When employees are required to report to a different job on the following day, they shall be notified before quitting time, otherwise the employer will arrange to obtain the employees' tools and provide transportation to the new jobsite.

### **Competitive Hardship Make-Up Time**

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project back on schedule. No more than 2 extra hours per weekday may be worked to a total of 10 hrs per day, and then double time would be applied. **Make-up time hours are agreed not to exceed 8 hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ for the first 4 hours and double time thereafter. The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

### **Room and Board Allowance**

When employees are required to work away from home and out of the area, they shall be reimbursed for normal expenses for room and board by the employer. Employees will be required to supply receipts.

Acoustic/Drywall  
Article 6 - SCHEDULE D

Kingston (Zone 1)

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$38.57	\$3.86	\$2.74	\$6.58	\$51.75
May 1/17	\$39.21	\$3.92	\$2.74	\$6.58	\$52.45
May 1/18	\$39.85	\$3.99	\$2.74	\$6.68	\$53.25

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (including Ont. Construction Secretariat Fund)	\$0.30	\$0.30	\$0.30
Union and Apprenticeship Training Fund	\$0.70	\$0.70	\$0.70
CDC American Training Fund	\$0.06	\$0.06	\$0.06
Promotion Fund	\$0.45	\$0.45	\$0.45

<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local Administration Fund	\$0.30	\$0.30	\$0.30

**Foreman Differential:** 15 % of journeyperson rate

<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
1 <sup>st</sup> Term 0-1800 hrs- 55% of journeyperson rate	\$21.21	\$21.57	\$21.92
2 <sup>nd</sup> Term 1801-2700 hrs- 60% of journeyperson rate	\$23.14	\$23.53	\$23.91
3 <sup>rd</sup> Term 2701-3600 hrs- 70% of journeyperson rate	\$27.00	\$27.45	\$27.90
4 <sup>th</sup> Term 3601-4500 hrs- 80% of journeyperson rate	\$30.86	\$31.37	\$31.88
5 <sup>th</sup> Term 4501-5400 hrs- 85% of journeyperson rate	\$32.78	\$33.33	\$33.87

**Apprentices shall serve a 90-Day (450 Hr) Probation Period**

**No pension contributions will be made for first term apprentices (First 1800 hours)**

**Apprentices**

All apprentices shall have equal opportunity to work with their tools whenever feasible within the trade jurisdiction. The remainder of their time, related to handling and cleaning of materials, shall also be distributed as equitably as possible amongst all apprentices so that all apprentices shall advance in skill and ability in as equal a fashion as is practical.

To receive the Journeyman rate of pay, the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the Ministry of Training, Colleges and Universities. Notwithstanding the amount of hours worked, an apprentice shall receive the Journeyman's rate of pay on being issued a Certificate of qualification as a certified tradesman from the Apprenticeship and Client Services Branch of the Ministry of Training, Colleges and Universities.

**No Apprentice shall act in a supervisory capacity.**

Vacation Pay and Statutory Holiday Pay shall be paid to the employee on a weekly basis.

**Foreman Ratio and Definition**

A working Foreman is hereby defined as a man having a supervisory capacity of over eight (8) or more mechanics, and who, in addition to such supervisory capacity, is also required to perform his regular duties with use of the tools of the trade if and when required.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	2x	2x	2x	2 <sup>nd</sup> 1-1/7x 3 <sup>rd</sup> 1½x	2 x 10 min.	2 hrs.	1 hr.

**Work Week**

- (a) The hours of work shall be forty (40) hours per week. The regular working day, which may be varied by mutual consent of both parties, shall be between 7:00 a.m. and 5:00 p.m. from Monday through Friday inclusive. All work done outside these hours shall be considered overtime or shift work. (except as shown in Occupied Premises).
- (b) The maximum number of working hours per day shall be eight (8) hours; and the maximum number of working hours per week shall be forty (40) and no members of the union shall be permitted to work otherwise except as provided for in (c), (d) and (e).

**Overtime**

- (c) Any work performed in excess of the regular working periods of eight (8) hours Monday to Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing rate of wages.

Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where

employees are required to work more than two (2) hours past the regular scheduled hours in one day, they shall receive \$15.00 as a food allowance or an equivalent meal provided by the employer.

### **Shift Work**

- (d) When it is necessary to work extra shifts daily, on any particular job, such shifts of not more than seven (7) hours may be worked between midnight Sunday to midnight Friday of the same week; but no employee (except the Foreman) shall be permitted to work more than one (1) shift in any twenty-four (24) hours, except at overtime rates.
- (e) When shift system is worked, the rate of wages will be:
  - Day Shift* -8:00 a.m. to 5:00 p.m. Monday to Friday: regular straight time
  - Second Shift* -Time and one-seventh the regular rate -Second Shift ends at 4:00 p.m. on Fridays
  - Third Shift* -Time and one-half the regular rate - Third Shift on Friday ends at 8:00 p.m.
- (f) All employees shall be at their place of work on the job ready to go to work at the designated start time. Five (5) minutes shall be allowed before quitting time for employees to pick up their tools. Location of tool lock-up area to be considered starting point of work.
- (g) Any employee who is recalled to work after leaving the job site and without having received proper notice, to do emergency work, shall be paid at double the hourly rate. Time shall commence from when the call is received and until the employee returns to his residence. A reasonable time allowance to be given for supervising the calling and obtaining of other employees and for proceeding to and returning from the job. Upon every call-out, each employee must receive at least the minimum of one (1) hour's pay at double the hourly rate.

### **Travel**

- (a) Free Zone up to thirty (30) km. from Kingston City Hall.
- (b) From thirty (30) km. up to forty-five (45) km, nine dollars and thirty-four cents (\$9.34) per day.
- (c) From forty-five (45) km, when employee makes a return trip on the same day, thirteen dollars and ninety-two cents (\$13.92) per day.
- (d) An employer who does not provide transportation shall pay employees according to the following:
  - (i) A free zone of 30 km radius from Kingston City Hall is established. For all travel required to a jobsite within that radius, no travel allowance will be paid.
  - (ii) Where a jobsite is located outside the thirty (30) km radius, effective May 1, 2013, travel allowance will be paid, both ways, to an employee required by the employer to travel to the jobsite at the

- rate of fifty-six cents (.56) per km, irrespective of the employee's place of residence. All distances shall be measured from the perimeter of the free zone using the most practical and direct route.
- (iii) Board allowance at the rate of sixty dollars (\$60.00) per day worked shall be paid to employees when boarding away from home on jobs 121 kilometres or more from Kingston City Hall.

### **Make Up Time**

On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working up to eight (8) hours on Saturday at straight time rates up to the total hours of time lost to a maximum of forty (40) hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer. Should the Employer violate this provision a second time, the union shall have the right, in addition to any damages it may claim, to withdraw from the violating employer the right to utilize this provision on any future projects for the currency of this agreement.

### **Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

**Acoustic/Drywall  
Article 6 - SCHEDULE D**

**Smiths Falls (Zone 2)**

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vacation 4% Holiday Pay 6%</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Total</b>
May 1/16	\$36.75	\$3.68	\$2.74	\$6.58	\$49.74
May 1/17	\$37.38	\$3.74	\$2.74	\$6.58	\$50.44
May 1/18	\$38.02	\$3.80	\$2.74	\$6.68	\$51.24

**Employer Contributions**

	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Union & Apprenticeship Training Fund	\$0.70	\$0.70	\$0.70
North American Training	\$0.06	\$0.06	\$0.06
Promotion Fund	\$0.45	\$0.45	\$0.45

**Employee Deductions**

	<b>May 1/13</b>	<b>May 1/14</b>	<b>May 1/15</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local Administration Fund	\$0.30	\$0.30	\$0.30

**Foreman Differential:**

15% of journeyperson rate

**Drywall: Apprentices**

	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
1 <sup>st</sup> Term 0-1800 hrs- 55% of journeyperson rate	\$20.21	\$20.56	\$20.91
2 <sup>nd</sup> Term 1801-2700 hrs- 60% of journeyperson rate	\$22.05	\$22.43	\$22.81
3 <sup>rd</sup> Term 2701-3600 hrs- 70% of journeyperson rate	\$25.73	\$26.17	\$26.61
4 <sup>th</sup> Term 3601-4500 hrs- 80% of journeyperson rate	\$29.40	\$29.90	\$30.42
5 <sup>th</sup> Term 4501-5400 hrs- 85% of journeyperson rate	\$31.24	\$31.77	\$32.32

**Apprentices shall serve a 90-Day (450 Hr) Probation Period**

**No pension contributions will be made for first term apprentices (First 1800 hours)**

**Apprentices:**

All apprentices shall have equal opportunity to work with their tools whenever feasible within the trade jurisdiction. The remainder of their time, related to handling and cleaning of materials, shall also be distributed as equitably as possible amongst all apprentices so that all apprentices shall advance in skill and ability in as equal a fashion as is practical.

To receive the Journeyman rate of pay, the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the Ministry of Training, Colleges and Universities. Notwithstanding the amount of hours worked, an apprentice shall receive the Journeyman's rate of pay on being issued a certificate of qualification as a certified tradesman from the Apprenticeship Client Services Branch of the Ministry of Training, Colleges and Universities.

**No apprentice shall act in a supervisory capacity.**

Vacation Pay and Statutory Holiday Pay shall be paid to the employee on a weekly basis.

**Foreman Ratio and Definition**

A working Foreman is hereby defined as a man having a supervisory capacity of over eight (8) or more mechanics, and who, in addition to such supervisory capacity, is also required to perform his regular duties with use of the tools of the trade if and when required.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 2 hrs. 2x after	2x	2x	2 <sup>nd</sup> & 3 <sup>rd</sup> 15% for a 7hr. shift	2 x 10 min.	2 hrs.	1 hr.

**MAINTENANCE OF EXISTING COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES**

For employees engaged in the maintenance field the conditions of this Agreement shall be modified as follows:

Maintenance shall not include additions to or alterations of existing buildings.

**WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$32.06	\$3.21	\$2.74	\$6.58	\$44.59
May 1/17	\$32.70	\$3.27	\$2.74	\$6.58	\$45.29
May 1/18	\$33.34	\$3.33	\$2.74	\$6.68	\$46.09

<b>Maintenance Drywall: Apprentices</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
1 <sup>st</sup> Term 0-1800 hrs- 55% of journeyperson rate	\$17.63	\$17.99	\$18.34
2 <sup>nd</sup> Term 1801-2700 hrs- 60% of journeyperson rate	\$19.24	\$19.62	\$20.00
3 <sup>rd</sup> Term 2701-3600 hrs- 70% of journeyperson rate	\$22.44	\$22.89	\$23.34
4 <sup>th</sup> Term 3601-4500 hrs- 80% of journeyperson rate	\$25.65	\$26.16	\$26.67
5 <sup>th</sup> Term 4501-5400 hrs- 85% of journeyperson rate	\$27.25	\$27.80	\$28.34

### **Work Week**

- (a) The hours of work shall be forty (40) hours per week. The regular working day, which may be varied by mutual consent of both parties, shall be between 7:00 a.m. and 5:00 p.m. from Monday through Friday inclusive. All work done outside these hours shall be considered overtime or shift work. (except as shown in Occupied Premises).
- (b) The maximum number of working hours per day shall be eight (8) hours; and the maximum number of working hours per week shall be forty (40) and no members of the union shall be permitted to work otherwise except as provided for in (c), (d) and (e).

### **Overtime**

- (c) Any work performed in excess of the regular working periods of eight (8) hours Monday to Friday inclusive shall be deemed overtime work. The rate of wages for all overtime work shall be double the existing rate of wages.

Where employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where employees are required to work more than two (2) hours past the regular scheduled hours in one day, they shall receive \$15.00 as a food allowance or an equivalent meal provided by the employer.

### **Mileage and Room and Board**

- (a) A free zone of forty (40) kilometres shall be established from the jobsite by the shortest accessible route and after that point fifty-five cents (\$0.55) a kilometre, effective May 1, 2013, shall be paid each way from his/her home.
- (b) Employees required to remain away from home shall be reimbursed for all expenses for room and board.

### **Make Up Time**

On the construction of the building envelope only, where regular hours of work cannot be worked as a result of inclement weather, the hours lost may be made up by working up to eight (8) hours on Saturday at straight time rates up to the total hours of time lost to a maximum of forty (40) hours total per week. Any intentional violation of this provision will result in the Union having the right to seek and recover damages from the employer. Should the

Employer violate this provision a second time, the union shall have the right, in addition to any damages it may claim, to withdraw from the violating employer the right to utilize this provision on any future projects for the currency of this agreement.

**Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 397

**Acoustic/Drywall  
Article 6 - SCHEDULE D**

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

**Acoustic/Drywall Oshawa - ZONE 1**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$36.06	\$3.61	\$2.74	\$6.58	\$48.99
May 1/17	\$36.70	\$3.67	\$2.74	\$6.58	\$49.69
May 1/18	\$37.38	\$3.74	\$2.74	\$6.68	\$50.54

**Acoustic/Drywall Peterborough - ZONE 2**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$34.74	\$3.47	\$2.74	\$6.58	\$47.53
May 1/17	\$35.37	\$3.54	\$2.74	\$6.58	\$48.23
May 1/18	\$36.05	\$3.61	\$2.74	\$6.68	\$49.08

The above rates apply in the Counties of Peterborough, Victoria and Haliburton.

**Acoustic/Drywall Cobourg - ZONE 3, Belleville - ZONE 4**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$35.02	\$3.50	\$2.74	\$6.58	\$47.84
May 1/17	\$35.65	\$3.57	\$2.74	\$6.58	\$48.54
May 1/18	\$36.34	\$3.63	\$2.74	\$6.68	\$49.39

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Promotion Fund	\$1.15	\$1.15	\$1.15
Training Fund	\$0.45	\$0.45	\$0.45
North American Training Fund	\$0.06	\$0.06	\$0.06
Local Administration Fund	\$0.70	\$0.70	\$0.70
<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$1.75	\$1.75	\$1.75
<b>Foreman Differential:</b>	<b>\$3.00</b>	<b>\$3.00</b>	<b>\$3.00</b>
<b>Lead Hand Differential:</b>	<b>\$1.00</b>	<b>\$1.00</b>	<b>\$1.00</b>

**There must be a foreman on a project before a lead hand is assigned.**

The lead hand is also required to perform his regular duties as a Drywall with the use of tools and/or equipment.

**\*\* Vacation Pay and Statutory Holiday Pay shall be paid to employees on a weekly basis.**

**Apprentices:**

When hiring, the Employer agrees to hire and employ an acoustic & drywall apprentice at the Union's request, but in no event shall the Employer be required to employ more than a ratio of one (1) apprentice to four (4) journeymen unless by mutual consent between the Union and the employer.

**Apprentices:** 55 percent of journeyperson rate to be increased each period through five periods of training to 60 percent, 70 percent, 80 percent and 85 percent.

	May 1/16	May 1/17	May 1/18
<b>Oshawa - ZONE 1</b>			
1 <sup>st</sup> 001 – 1800 hrs - 55% of journeyperson rate	\$19.83	\$20.19	\$20.56
2 <sup>nd</sup> 1801 – 2700 hrs - 60% of journeyperson rate	\$21.64	\$22.02	\$22.43
3 <sup>rd</sup> 2701 – 3600 hrs - 70% of journeyperson rate	\$25.24	\$25.69	\$26.17
4 <sup>th</sup> 3601 – 4500 hrs - 80% of journeyperson rate	\$28.85	\$29.36	\$29.90
5 <sup>th</sup> 4501 – 5400 hrs – 85% of journeyperson rate	\$30.65	\$31.20	\$31.77
<b>Peterborough - ZONE 2</b>			
1 <sup>st</sup> 001 – 1800 hrs - 55% of journeyperson rate	\$19.11	\$19.45	\$19.83
2 <sup>nd</sup> 1801 – 2700 hrs - 60% of journeyperson rate	\$20.84	\$21.22	\$21.63
3 <sup>rd</sup> 2701 – 3600 hrs - 70% of journeyperson rate	\$24.32	\$24.76	\$25.24
4 <sup>th</sup> 3601 – 4500 hrs - 80% of journeyperson rate	\$27.79	\$28.30	\$28.84
5 <sup>th</sup> 4501 – 5400 hrs – 85% of journeyperson rate	\$29.53	\$30.06	\$30.64
<b>Cobourg – ZONE 3, Belleville – ZONE 4</b>			
1 <sup>st</sup> 001 – 1800 hrs - 55% of journeyperson rate	\$19.26	\$19.61	\$19.99
2 <sup>nd</sup> 1801 – 2700 hrs - 60% of journeyperson rate	\$21.01	\$21.39	\$21.80
3 <sup>rd</sup> 2701 – 3600 hrs - 70% of journeyperson rate	\$24.51	\$24.96	\$25.44
4 <sup>th</sup> 3601 – 4500 hrs - 80% of journeyperson rate	\$28.02	\$28.52	\$29.07
5 <sup>th</sup> 4501 – 5400 hrs – 85% of journeyperson rate	\$29.77	\$30.30	\$30.89

**1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> term drywall apprentices will not have contributions made on their behalf in respect of pension during their first 3600 hours.**

**No apprentice shall act in a supervisory capacity.**

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shift Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 2 hrs.	2x	2x	2 <sup>nd</sup> & 3 <sup>rd</sup> 1 1/7x	2 x 10 min.	2 hrs.	2 hr.

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday, inclusive, to be worked between the hours of 7:00 a.m. and 5:00 p.m. and the work hours to be mutually agreed upon by the employer and the union.
- (b) When shift work is carried on in more than one shift, the men working on the second shift and third shift shall be paid at the rate of eight hours pay for seven hours work or proportionate rate of time and one-seventh. No employee shall work more than one shift in any twenty-four hour period except at overtime rates. For the purpose of this Agreement, a 24-hour period shall be from 12:01 a.m. to 12:00 midnight on any given calendar day.
  - Clarification of shift terminology:**
  - 12:01 a.m. to 7:30 a.m.                      Night Shift
  - 8:00 a.m. to 4:30 p.m.                        Day Shift
  - 4:30 p.m. to 12:00 a.m.                      Afternoon Shift
- (c) Time and one-half shall be paid for the first two hours of time worked in excess of the regular or shift hours Monday to Friday. Double time shall be paid for all overtime exceeding two hours on daily or shift basis and on Saturdays and Sundays.
- (d) When overtime is to be two (2) hours or greater, a fifteen (15) minute break shall be provided by the employer at no expense to the employee, commencing at the end of the regular shift (and every two (2) hours thereafter).
- (e) Where employees are required to work more than ten (10) hours in any one day, they shall receive ten dollars (\$10.00) as a food allowance or an equivalent meal provided by the employer.
- (f) Five (5) minutes shall be allowed at the end of each day or shift for employees to pick up their tools.

**Article 8 - Schedule "D"**  
**Occupied Premises (7) Day Cycle**

Whereas there will be work that falls under the occupied premises schedule that may require the work to be performed under a seven (7) day cycle the following schedule will apply.

Standard Hours	After Daily Hours	6 <sup>th</sup> Day	7 <sup>th</sup> Day
40	1 ½ X	1 ½ X	2X

- a) The employer and the union must mutually agree to any work that may fall under this schedule.
- b) Eight hours per day at the applicable straight time hourly rate to a maximum of five consecutive days within a seven (7) day cycle.
- c) Applicable overtime rates shall be paid after (8) hours in any shift and for all work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days.
- d) All other contributions to remain as per the collective agreement.

**Article 9 - Schedule "D"**

**Zones, Mileage and Parking**

Except where the employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside the Free Zone provided for in this Article, the rate of forty cents (.40) per km from the edge of the Free Zone to jobsite and return.

A Free Zone of a 48 km radius from the City Hall in Oshawa/Peterborough/Cobourg/Belleville in each respective Zone is established.

In the event that the employer provides transportation to the jobsite and return then the travelling expenses provided for above shall not apply.

The Employer will endeavour to provide a free parking space for their employees. On projects where free parking cannot be provided to the employees, a daily flat rate of \$7.00 will be paid to all employees.

**JOINT LABOUR MANAGEMENT COMMITTEE**

The parties agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

**Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

**Acoustic/Drywall  
Article 6 - SCHEDULE D**

Windsor

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	Pension	Total
May 1/16	\$36.50	\$3.65	\$2.74	\$7.00	\$49.89
May 1/17	\$37.09	\$3.71	\$2.74	\$7.00	\$50.54
May 1/18	\$37.73	\$3.77	\$2.74	\$7.00	\$51.24

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Drywall Association Admin Fund (plus HST) (including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Apprenticeship Fund (Local 494 Training Fund)	\$0.80	\$0.80	\$0.80
Carpenters District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.40	\$0.40	\$0.40
<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
I.C.I. Union Dues Check-off	\$2.45	\$2.45	\$2.45
<b>Foreman Differential:</b>	15%	15%	15%
<b>Leader Differential:</b>	10%	10%	10%

**Apprentices:** Five levels of apprenticeship, the first requiring 1800 hours of work, the remaining four requiring 900 hours of work.

<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
0-1800 hrs - 55% of journeyperson rate	\$20.08	\$20.40	\$20.75
1801-2700 hrs - 60% of journeyperson rate	\$21.90	\$22.25	\$22.64
2701-3600 hrs - 70% of journeyperson rate	\$25.55	\$25.96	\$26.41
3601-4500 hrs - 80% of journeyperson rate	\$29.30	\$29.67	\$30.18
4501-5400 hrs - 85% of journeyperson rate	\$31.03	\$31.53	\$32.07

\*Pension contributions shall not be applicable on the first 1800 hours of work for level one apprentices.

**Pre-Apprentice Employees**

Pre-Apprentice Employees are new hires not indentured in the apprenticeship program, upon immediate hire. The following conditions are to apply in the first four hundred and fifty (450) hours of hire:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the Business representative and may be adjusted according to employee performance and employee evaluation as mutually agreed.
- No pension contributions or health & welfare contributions are to be remitted on the probationary employee's behalf
- Union check off dues as per the current schedule paid to the Union
- Four percent (4%) vacation pay by the Employer
- Employers are required to complete a Pre-Apprentice Employee Remittance Form and remit to the union each month stipulating hours of work. Employers will remit pre-apprentice employee performance evaluations within the first two weeks of hire as well as prior to entering apprenticeship.

Pre-Apprentice employees accepted and indentured by the Local Apprenticeship Committee (LAC) will be credited with all hours worked to date towards this apprenticeship.

#### Summer Students

One (1) student for every ten (10) Local 494 Employees can be hired. The following conditions are to apply:

- Referral slips to be signed off by the Union
- Rate of pay to be determined by the employer
- No pension contributions or health & welfare contributions are to be remitted on the student's behalf
- Four percent (4%) vacation pay paid by the Employer
- Months of eligibility are restricted to May through the end of August

#### Co-op Students:

One (1) student per employer may be hired in conjunction with the local school board terms and conditions. The following conditions are to apply:

- Referral slips are to be signed of by the Union
- No pay to apply for hours under agreement with the school boards. Hours in excess of school board agreement rate of pay to be set forth by the employer

#### **Local 494 Training Fund**

- (a) The Union agrees that, upon request from a contractor bound to the terms of this Agreement, that it shall dispatch from the hall, or otherwise

provide to the Contractor, only those members who are fully trained by the Local in those aspects of Health & Safety and those aspects of training as agreed to from time to time by the LAC.

- (b) The Local Union agrees that, upon request, it shall provide, in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in (a) above.
- (c) It is also agreed that the Union will disclose quarterly the Financial Status of the Local 494 Training Fund to the LAC.
- (d) Require all employees to have available, at all times the "Personal Health and Safety Record" booklet and/or Training Verification Card provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.
- (e) The Employers and Union will work together to encourage 494 members to attend scheduled training relevant to their employment.

#### **Foreman Ratio and Definition**

- (a) "Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman's tools. He shall, when given authority to hire, promote, demote, suspend or discharge any employee. A worker in order to qualify as a foreman, covered by this Agreement must be a journeyman and hold a C of Q or recognized equivalent (Carpenter, Drywall/Acoustic Mechanic) dependant upon the work being done by the employee supervised.

When more than ten (10) carpenter members are on the project one (1) shall be foreman to supervise the other employees and shall be paid the foreman's rates.

All foremen must be members of Local 494 or carry valid travel cards with the UBCJA.

#### **Lead Hand Definition**

A "lead hand" is a worker designated by his employer to give direction to a crew of one (1) to ten (10) journeymen and/or apprentices inclusive under his direction. The contractor shall endeavor to have a lead hand responsible for each project that is without a foreman, but in no circumstance shall a lead hand be responsible for more than one project. A lead hand must hold a Certificate of Qualification (C of Q) or recognized equivalent.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1 ½ 1 <sup>st</sup> 2 hrs. 2x after	2x	2x	2 <sup>nd</sup> & 3 <sup>rd</sup> 15%	2 x 10 min.	2 hrs.	1 hr.

**Hours of Work**

- (a) The regular working day shall consist of eight (8) hours labour between 8:00 a.m. and 4:30 p.m. with one half hour for lunch. Five (5) consecutive eight (8) hour working days shall constitute the regular working week, beginning Monday and ending Friday each week. With the consent of the Local Union, these hours may be adjusted not earlier than 6:00 a.m. and not later than 4:30 p.m.
- (b) Overtime work will be construed to mean all hours worked in excess of those stipulated in (a) above.
- (c) No employee shall be allowed to work more than one (1) shift in any twenty four (24) hour period.
- (d) It is understood that in the event that job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.
- (e) For the purpose of this agreement, a 24-hour period shall be from 12:01 a.m. to 12:00 midnight on any given calendar day.

Clarification of shift terminology:

12:01 a.m. to 7:00 a.m.	Night Shift
8:00 a.m. to 4:30 p.m.	Day Shift
4:30 p.m. to 12:00 a.m.	Afternoon Shift

- (f) All work during the first two (2) hours after the end of the regular working day as provided for in (b) on Monday to Friday inclusive, will be paid at the rate of one and one-half (1½) times the rate established herein for work during the regular working period. Work performed on Saturday shall be paid at double (2) times the regular hourly rate. All other overtime shall be paid at twice the rate established herein for work performed during the regular working period. Where an employee is required to work overtime, a work break shall be provided at no loss of time to him. When overtime greater than two (2) hours, a \$10.00 meal allowance and a ten (10) minute break shall be provided by the employer at no expense to the employee commencing at the end of the shift and every two (2) hours thereafter.
- (g) Double time shall be paid for all work performed on Saturday & Sunday & Holidays.
- (h) No work shall be performed on Labour Day, except in the case of an emergency.

- (i) Employees will be allowed five (5) minutes at the end of their shift for tool pick-up and clean up. Workers shall be given enough time that they are able to finish their shift at normal quitting time.
- (j) On excessively dirty work, towels and solvent are to be provided by the employer when special cleaners are required.

### **Premium Pay**

- (a) Employees erecting scaffolding or working on a swing stage forty feet (40') above ground level of unprotected area shall receive fifty cents (.50) and one dollar (\$1.00) respectively per hour above the regular rate.
- (b) In any case where Journeymen receive an increase in rate, this rate shall also apply to Foreman in direct charge of said Journeymen. This foreman premium shall be based on the highest Journeyman classification supervised in addition to the Foreman's premium. No pyramiding of rates allowed;

### **Parking**

- (i) The employer will endeavour to provide parking space for the employees.
- (ii) On projects where parking of employees' vehicles is a problem, it is agreed that a pre-job conference will be held to determine the most satisfactory solution to the problem.
- (iii) If it is necessary to have additional space to accommodate reasonable parking requirements - the employer will accept this responsibility and will reimburse any cost to the employee on submission of a receipt.
- (iv) Parking shall be paid the week following submission of receipts on a separate, non-taxable cheque.

### **Article 6 - Absenteeism**

An employee who is regularly absent without good reason, can upon mutual consent with the union, have his/her pay period extended by 24 hours as set out in Article 6.02 in the Master Schedule.

### **Transportation & Transfer**

- (a) When an employee is required to use his own vehicle to travel to any part of Kent County from Essex County to perform work in that area for his employer, he shall receive \$30.00 per day.
- (b) For projects performed in the Kent County area, employer shall be allowed to first hire Local 494 members who live in Kent County. After all available Kent County members have been referred, the employer must continue to hire Local 494 members and pay travel as per (a).

- (c) The Employer shall approve and sign when requested by a carpenter member, a Canada Revenue Agency Form T-2200 "Declaration of Employment".

**Board Allowance**

Employees working outside of the jurisdiction of Local 494 - the employer shall pay for all lodging, transportation and meal allowance of forty dollars (\$40.00) per day for each night spent outside the area. Lodging shall be at a licensed hotel or motel with no more than two (2) people per room. Board allowance shall be paid on the following pay period as flat non taxed amount on a separate cheque.

**Joint Labour Management Committee**

The parties agree to establish a Joint Labour Management Committee, which shall meet semi-annually or as otherwise required, to review matters of mutual concern.

**Health & Welfare**

Health & Welfare contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds as directed by the Trustees for such Funds.

**Pay Period**

All wages and benefit changes to take effect on the first Sunday following ratification and any other changes to wages and benefits to be effective on a Sunday rather than any other day of the week.

**General Working Conditions**

Provided that if an employee reports to the project for work without the proper tools to perform the work, including personal safety equipment as required by the Occupational Health and Safety Act, as well as their personal Health & Safety record, he shall not be entitled to the reporting allowance.

L.U. 675

Acoustic/Drywall

Toronto

Article 6 - SCHEDULE D

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Funds	Pension	SUB	Total
May 1/16	\$39.96	\$4.00	\$2.57	\$3.43	\$6.40	\$0.15	\$56.51
May 1/17	\$40.73	\$4.07	\$2.57	\$3.43	\$6.55	\$0.15	\$57.50
May 1/18	\$41.50	\$4.15	\$2.57	\$3.43	\$6.70	\$0.15	\$58.50

<b>Funds:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.31	\$0.31	\$0.31
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues	\$1.75	\$1.75	\$1.75
North American Training Fund	\$0.06	\$0.06	\$0.06
Apprenticeship Training Fund	\$0.60	\$0.60	\$0.60
Local 675 Promotional Fund	\$0.20	\$0.20	\$0.20

<b>Foreman Differential:</b> 15% of journeyperson rate	\$45.95	\$46.84	\$47.73
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<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
1-1800 hours-55% of journeyperson rate	\$21.98	\$22.40	\$22.83
1801-2700 hours-60% of journeyperson rate	\$23.98	\$24.44	\$24.90
2701-3600 hours-70% of journeyperson rate	\$27.97	\$28.51	\$29.05
3601-4500 hours-80% of journeyperson rate	\$31.97	\$32.58	\$33.20
4501-5400 hours-85% of journeyperson rate	\$33.97	\$34.62	\$35.28

Apprentices must successfully complete the final examination required for a Certificate of Qualification as a Journeyman within six (6) months of completion of their fifty-four hundred (5400) hour term of apprenticeship or their membership in the union may be revoked.

No pension contributions will be made for first year apprentices (First 1800 hours).

Health and Welfare Contributions shall be made from the first day of employment for all apprentices.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/37½ Fri. 5½ hrs.	1½ x 1 <sup>st</sup> 3 hrs. 2x after	2x	2x	2 <sup>nd</sup> 1-1/7x 3 <sup>rd</sup> 1½	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular hours of work shall be thirty-seven and one-half (37½) hours per week by reducing the regular work day on Friday from eight (8) hours to five and one-half (5½) hours. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight (8), Monday through Thursday, and five and one-half (5½) on Friday. The maximum number of working hours per week shall be thirty-seven and one-half (37½). Work outside of these hours shall be overtime work save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point, at starting time, shall be the shelter provided for tools and equipment at 8:00 a.m. and proceed to work on the employer's time. The employee shall have a full half hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to 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* - 8:00 a.m. to 4:30 p.m. Monday to Thursday, and 8:00 a.m. to 2:00 p.m. Friday: regular straight time
  - Second Shift* - 4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
  - Third Shift* - 12:01 a.m. to 7:00 a.m. at time and one-half the regular rate
- (d) The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so. When this occurs, eight (8) continuous working hours per day shall be worked Monday through Thursday and five and one-half (5½) continuous working hours on Friday. Any work performed under these conditions outside of the regular working hours of 8:00 a.m. to 4:30 p.m. Monday through Thursday and 8:00 a.m. to 2:00 p.m. on Friday shall be paid for at the rate of one and one-seventh (1-1/7) times the regular rate of pay,

save and except when overtime rates apply. The rate of pay for occupied premises work outside the regular working day shall be at straight time rates. Before the work is started, the Employer shall notify the Union that the work is to commence.

- (e) All work performed in excess of the regular working day of eight (8) hours Monday through Thursday and five and one-half (5½) hours on Friday shall be deemed overtime work. The rate of wages for the first three hours of overtime in any one regular working day shall be time and one-half (1½) and work performed after the three hours of overtime shall be at double time. When overtime is performed on the 2<sup>nd</sup> and 3<sup>rd</sup> shift, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three hours of overtime and twice the shift rate after the first three hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.
- (g) The Employer agrees to notify the Union for all Saturday and Sunday and holiday overtime work. The employer shall notify the Union in writing, by fax, by 4:00 P.M. of the preceding Friday of the names of all members of Local 675 it intends to employ for Saturday, Sunday and holiday work. Notification shall include the name of the job site as well as its location.
- (h) The piecework terms and conditions contained in the Residential Agreement between ISCA and Local 675 are applicable to Old Age Homes, Student Residences, Senior Citizen Homes and Long Term Care Nursing Facilities within the ICI Sector.

### **Summer Students**

The Union agrees that the Employer may engage summer students during the school vacation period between May 1<sup>st</sup> and September 30<sup>th</sup> of each year. The students shall be paid at (40) percent of the journeyman's rate with no remittances, contributions or Union deductions. The students must obtain a permit from the Local before performing any bargaining unit work. The issuance of a permit shall be at the sole discretion of the Union.

### **Travel and Board**

- (a) The employer shall pay employees who are required to travel to and from jobs each day the travelling allowances as set out in the following table:

**Radius from Toronto City Hall:**

Up to 48 km.	- Nil
49 km. to 64 km.	- \$6.00 per day
65 km. to 96 km.	- \$18.00 per day
97 km. to 160 km.	- \$24.00 per day
161 km. to 240 km.	- \$75.00 per night (room & board for 5 days)
Beyond 240 km.	- \$75.00 per night (room & board for 7 days)

- (b) On projects located more than 160 kilometre radius an employee shall be paid in addition to room and board allowance, a travelling allowance of thirty-two cents (.32) per kilometre, at the start and completion of the project or the termination of his employment.
- (c) No travel allowance is payable on projects located within a forty (40) kilometre radius of the City Hall of the City of Barrie, for those employees who regularly reside within a forty (40) kilometre radius of the City hall of the City of Barrie.

**Article 9 - Vacation Pay Funds**

(This Special Provision is the disbursement of Vacation Pay Fund Interest referred to in Article 9.05 in the Master Portion of the Agreement)

- a) The interest accrued from the monies in the Local 675 Vacation Pay Fund shall be used as follows, and in the following order of priority:
  - 1) To defray the cost of administering the Vacation Pay Funds.
  - 2) To make good Vacation Pay Fund Monies defaulted by any employer in accordance with the provisions of the Local 675 Vacation Pay Trust Agreement.
  - 3) Any remaining interest accrued following the priorities set out in subparagraphs (1) and (2) shall be paid to both the Association and to the Union in the amount of fifty percent (50%) each annually to Local 675 and fifty percent (50%) to be split between Interior Systems Contractors Association and the Acoustical Association of Ontario, provided that at all times a proper reserve fund be maintained in the Vacation Pay Trust Fund.

**Article 10 – Letters of Understanding**

The Letters of Understanding with regards to Union Dues, Voluntary 40 hours and Retail Projects are attached hereto and form part of this Agreement until they expire on April 30, 2019.

**Letter of Understanding**

**between**

**Interior Systems Contractors Association of Ontario (I.S.C.A.)**

**- and -**

**Acoustical Association of Ontario (A.A.O.)**

**- and -**

**Drywall Acoustic Lathing and Insulation Local 675 (Union)**

**Re: Commercial Collective Agreement, May 1, 2016 – April 30, 2019**

**Re: Deduction of Union Dues**

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The parties hereto agree to amend the above agreement.

The employer will deduct from the first pay period of each month union dues of all employees coming within the scope of this Agreement in the amount prescribed by the Union and remit same with a list of the names of whose behalf deductions are made.

This letter of understanding shall expire on April 30, 2019.

For the Union

For the Employer

“Signed”

Tony Iannuzzi  
DALI Local 675

“Signed”

I.S.C.A.

“Signed”

A.A.O.

**LETTER OF UNDERSTANDING**

Between

**Drywall Acoustic Lathing & Insulation Local 675  
And  
Acoustical Association Ontario  
And  
Interior Systems Contractors Association of Ontario**

This will confirm the agreement reached between the parties set out above during negotiations that during the life of the Provincial ICI Collective Agreement effective until April 30, 2019 the following shall apply to the hours of work and overtime provisions contained in the Acoustic and Drywall Appendix, Article 7, Schedule D, for Local Union 675 – Toronto: (the “Local 675 Schedule”)

1. Notwithstanding the provisions of the Collective Agreement, an employee may work, on a voluntary basis, up to a total of 2 ½ hours **per week** in excess of the daily regular hours of work from Monday through Friday described in paragraph (a) of Article 7 of the Local 675 Schedule and be paid at straight time rates for such work.
2. For the purpose of calculating whether an employee is entitled to receive overtime pay at the rate of time and one half (1 ½) or double time (2x) in accordance with paragraph (e) of Article 7 of the Local 675 Schedule and for the purposes of paragraphs 3 and 4, below, the 2 ½ hours referred to in paragraph one, above, shall be deemed to be overtime hours.
3. The 2 ½ overtime hours referred to in paragraph #1 shall be on a voluntary basis (including for greater certainty the 2 ½ hours referred to in paragraph one, above) and no employee shall be penalized in any way for refusing to work any such overtime hours. In the event that an Employer is found to have violated this provision by an Arbitrator, Board of Arbitration or the Ontario Labour Relations Board, such Employer shall no longer have the benefit of this Letter of Understanding and shall be required to apply the full provisions of Article 7 of the Local 675 Schedule.
4. Except as expressly set out above, all of all the other provisions of Article 7 of the Local 675 Schedule shall remain in full force and effect.
5. Any dispute concerning the implementation or interpretation of this letter of understanding (including but not limited to an allegation that an employee has been penalized contrary to paragraph 4 above) may be referred to arbitration in accordance with the provisions of the Collective Agreement of Section 133 of the Labour Relations Act, 1995.
6. This letter of understanding shall expire on April 30, 2019

For the Union

“Signed” \_\_\_\_\_

Tony Iannuzzi  
DALI Local 675

For the Employer

“Signed” \_\_\_\_\_

I.S.C.A.

“Signed” \_\_\_\_\_

A.A.O.

**LETTER OF UNDERSTANDING**

**Between**

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UBCJA  
AND  
DRYWALL ACOUSTIC LATHING AND INSULATION LOCAL 675, UBCJA**

**-and-**

**ACOUSTICAL ASSOCIATION OF ONTARIO  
AND  
THE INTERIOR SYSTEMS CONTRACTORS ASSOCIATION OF ONTARIO**

As part of a Market Recovery Strategy the parties agree that the piecework terms and conditions contained in the Residential Agreement between ISCA and Local 675 are applicable to all Retail Projects including Big Box Stores, Strip Malls, Motels, Banks, and School Projects being undertaken by Non-Union Developers or Contractors or for which work there exists non-union drywall competition.

This Memorandum of Agreement expires April 30, 2019, unless otherwise agreed.

CARPENTERS' DISTRICT COUNCIL  
OF ONTARIO, UBCJA

DRYWALL ACOUSTIC LATHING  
AND INSULATION LOCAL 675, UBCJA

"Signed"  
\_\_\_\_\_  
Tony Iannuzzi  
Executive Secretary Treasurer

"Signed"  
\_\_\_\_\_  
Claudio Mazzotta  
Local Union Coordinator

"Signed"  
\_\_\_\_\_  
Acoustical Association of Ontario

"Signed"  
\_\_\_\_\_  
The Interior Systems  
Contractors Association of Ontario

Acoustic/Drywall  
Article 6 - SCHEDULE D

Cambridge

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$35.08	\$3.51	\$2.74	\$6.58	\$47.91
May 1/17	\$35.72	\$3.57	\$2.74	\$6.58	\$48.61
May 1/18	\$36.35	\$3.64	\$2.74	\$6.68	\$49.41

**Employer Contributions**

	May 1/16	May 1/17	May 1/18
Association Administration Fund -including Ont. Const. Secretariat Fund	\$0.30	\$0.30	\$0.30
Carpenters' International Training Trust Fund	\$0.06	\$0.06	\$0.06
Local 785 Training Fund	\$0.65	\$0.65	\$0.65
Carpenters' Industry Promotional Fund (CIPF)	\$0.57	\$0.57	\$0.57
CDC Fund	\$0.10	\$0.10	\$0.10

**Employee Deductions**

	May 1/16	May 1/17	May 1/18
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Dues Check-off	\$1.65	\$1.65	\$1.65

**Foreman Differential:**

10%	10%	10%
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**Apprentices:**

	May 1/16	May 1/17	May 1/18
1 <sup>st</sup> Term 0-1800 hrs-55% of journeyperson rate	\$19.29	\$19.65	\$19.99
2 <sup>nd</sup> Term 1800-2700 hrs-60% of journeyperson rate	\$21.05	\$21.43	\$21.81
3 <sup>rd</sup> Term 2701-3600 hrs-70% of journeyperson rate	\$24.56	\$25.00	\$25.45
4 <sup>th</sup> Term 3601-4500 hrs-80% of journeyperson rate	\$28.06	\$28.58	\$29.08
5 <sup>th</sup> Term 4501-5400 hrs-85% of journeyperson rate	\$29.82	\$30.36	\$30.90

**Vacation Pay & Statutory Holiday Pay**

Vacation Pay & Statutory Holiday Pay shall be paid to employees on a weekly basis.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 3 hrs. 2x after	2x	2x	2 <sup>nd</sup> 1-1/7x 3 <sup>rd</sup> 1 ½x	2 x 10 min.	2 hrs.	1 hr.

## Hours of Work

- (a) The regular hours of work, subject to variation by mutual consent of the parties, shall be between 7:30 a.m. and 4:30 p.m. from Monday to Friday, inclusive, with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 p.m.  
The maximum number of regular working hours per day shall not exceed eight (8) and the maximum number of working hours per week shall be forty (40), and any work outside these hours shall be overtime work save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point at starting time, shall be the shelter provided for tools and equipment at 7:30 a.m. and the employee shall proceed to work on the employer's time. The employee shall have a full half-hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the Foreman, shall be permitted to work more than one shift in any twenty-four hours. When such shift system is worked, the rate of wages shall be:
- |                         |                             |  |
|-------------------------|-----------------------------|--|
| Day Shift -             | 7:30 a.m. to 4:30 p.m.      | at regular straight time                 |
| 2 <sup>nd</sup> Shift - | 4:31 p.m. to 12:00 midnight | at time and one-seventh the regular rate |
- (d) The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so. When these conditions apply a maximum of eight (8) continuous regular working hours per day shall be worked. Any work performed under these conditions outside of the working hours of 7:30 a.m. to 4:30 p.m. shall be paid for at the rate of one and one-seventh times the regular rate of pay, save and except when overtime rates apply.
- (e) All work performed in excess of eight (8) hours in one day shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any regular working day shall be time and one-half (x1.5) and work performed after the three (3) hours of overtime shall be at double time (x2). When overtime is performed on the 2<sup>nd</sup> and 3<sup>rd</sup> shift, the rate of pay for such overtime shall be one and one-half (1.5) times the shift rate for the first three (3) hours of overtime and twice (x2) the shift rate after the first three (3) hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.

- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.

#### **ARTICLE 10 - Supplementary Dues Check-off**

- (a) Deductions shall be forwarded by first class mail postmarked no later than the 15<sup>th</sup> of the month following the month in which the hours have been earned, or delivered by the 20<sup>th</sup> day of the month following the month in which the hours have been earned, together with supporting information entered on a remittance form as designated by Local 785. At no time shall the deduction be paid directly to the employee.

#### **Travel and Board**

- (a) No travel allowance shall be paid within a forty-eight (48) km radius of Cambridge City Hall.
- (b) An employee shall receive a travel allowance of one-half hour's pay per day on all work located between a radius of forty-eight (48) km and a radius of sixty-four (64) km of Cambridge City Hall.
- (c) An employee shall receive a travel allowance of one hour's pay per day on all work located between a radius of sixty-four (64) km and a radius of ninety-seven (97) km of Cambridge City Hall.
- (d) An employee shall receive board allowance of seventy-five dollars (\$75.00) per work day, on all work located between a radius of ninety-seven (97) km and two hundred and forty-one (241) km of Cambridge City Hall. When a Statutory Holiday falls on a Tuesday, Wednesday or Thursday, and the employee is in receipt of board allowance, he shall receive board allowance for the Statutory Holiday provided such employee is available for work a full shift on the normal working day preceding the holiday and a full shift on the normal working day immediately following the holiday.
- (e) An employee shall receive board allowance of seventy-five dollars (\$75.00) per day, on a seven day basis on all work located between a radius of two hundred and forty-one (241) km and over of Cambridge City Hall. An employee in receipt of this board allowance shall receive a board allowance for Saturday and Sunday providing such employee is available for work a full shift on the normal work day preceding the weekend and a full shift on the normal working day immediately following the weekend and, further shall receive board allowance for all Statutory Holidays when any such Holiday falls in the pay period.
- (f) An employer whose principal business office is located in Brantford shall pay travel allowance as per the balance of this Article except for the purpose of calculating the travel distances, the Brantford City Hall shall apply.

**Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

L.U. 1256

Acoustic/Drywall  
Article 6 - SCHEDULE D

Sarnia

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	E.A.P. Employee Contribution	Total
May 1/16	\$38.14	\$3.81	\$3.14	\$7.54	\$0.02	\$52.65
May 1/17	\$38.61	\$3.86	\$3.19	\$7.64	\$0.02	\$53.32
May 1/18	\$39.09	\$3.91	\$3.24	\$7.74	\$0.02	\$54.00

**Employer Contributions**

	May 1/16	May 1/17	May 1/18
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Apprenticeship, Training & Industry Fund (includes Carpenters' District Council of Ontario Training Trust Fund)	\$0.66	\$0.66	\$0.66
Employee Assistance Program	\$0.02	\$0.02	\$0.02

**Employee Deductions**

	May 1/16	May 1/17	May 1/18
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off	\$0.25	\$0.25	\$0.25
Regional Council Dues	\$1.75	\$1.75	\$1.75

**Foreman Differential:** after 10 men employed

	May 1/16	May 1/17	May 1/18
<b>Working Foreman</b>	\$1.50	\$1.50	\$1.50

**Apprentices:**

	May 1/16	May 1/17	May 1/18
1 <sup>st</sup> 1800 hrs - 55% of journeyperson rate	\$20.98	\$21.24	\$21.50
2 <sup>nd</sup> 900 hrs - 60% of journeyperson rate	\$22.88	\$23.17	\$23.45
3 <sup>rd</sup> 900 hrs - 70% of journeyperson rate	\$26.70	\$27.03	\$27.36
4 <sup>th</sup> 900 hrs - 80% of journeyperson rate	\$30.51	\$30.89	\$31.27
5 <sup>th</sup> 900 hrs - 85% of journeyperson rate	\$32.42	\$32.82	\$33.23

Shop Stewards to receive .25 per hour when thirty (30) or more journeymen are employed.

Vacation Pay and Statutory Holiday Pay shall be paid to each employee semi-annually on June 30<sup>th</sup> and December 1<sup>st</sup>.

**E.A.P.**

Each Employer shall remit the sum of (\$0.04) for each hour earned to the LU 1256 Employee Assistance Program. The four cents (\$0.04) remittance shall be composed of a two cent (\$0.02) contribution by the Employer for each hour earned, and, two cent (\$0.02) contribution by the Employee for each hour earned such funds shall be remitted to the L.U. 1256 Employee

Assistance Plan as agreed to by the Union and the Association. E.A.P. contributions will be payable to Carpenters' Local 1256 Employee Assistance Program and remitted on a separate cheque along with the completed Carpenters' Local 1256 Union Remittance Form.

### **Foreman Ratio and Definition**

- (a) Foreman shall mean a qualified journeyman to accept responsibility of work involved. The employer may have the exclusive right to appoint a Foreman, at the Foreman's rate and may revert a Foreman to a Journeyman's rate at the Employer's sole discretion.
- (b) Working Foreman shall be a qualified Journeyman to accept responsibility of and supervise work involved or apprentices involved. The second man on the job is to receive the Foreman's rate. After the eighth man the foreman will be non-working.

### **Trust Funds**

Contributions for the Welfare Trust Fund and Pension Trust Fund shall be forwarded to the Carpenters' Local 1256 Benefits Office along with the completed Carpenters' Local 1256 Benefits Office Remittance Form effective May 1, 2007.

Vacation Pay and Statutory Holiday Pay total earned shall be forwarded monthly with a cheque to Carpenters' Local 1256 Vacation Pay Trust Fund along with the completed Local 1256 Benefits Office Remittance Form along with the completed Local 1256 Benefits Office Remittance Form after being included in the Employees' Gross Pay and source deductions taken, to be held in Trust in the Employees name. Vacation and Statutory Holiday Pay shall be paid to each Employee semi-annually on June 30<sup>th</sup> and December 1<sup>st</sup>. Trusteed Vacation Pay Trust Fund to be established and effective on December 1, 1982. Interest surplus after administration cost shall be paid to Local 1256. Contributions for the Union Administration Fund, Ontario Secretariat Fund, Local 1256 Union Dues Check-off Fund, and, Apprenticeship, Training and Industry Fund (including Carpenters' District Council of Ontario Training Trust Fund) shall be forwarded to the Carpenters' Local 1256 Union Office along with the completed Carpenters' Local 1256 Union Office Remittance Form effective May 1, 2007.

The Parties agree that the Vacation Pay, Health and Welfare, Pension and Training Trust Funds shall be solely Trusteed by the Union.

Acoustic/Drywall  
Article 6 - SCHEDULE D

Thunder Bay

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$37.50	\$3.75	\$2.74	\$6.58	\$50.57
May 1/17	\$38.14	\$3.81	\$2.74	\$6.58	\$51.27
May 1/18	\$38.69	\$3.86	\$2.74	\$6.68	\$51.97

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (Including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
CDC North American Training	\$0.06	\$0.06	\$0.06
Training, Upgrading Fund	\$1.10	\$1.10	\$1.10
CDC Fund	\$0.50	\$0.50	\$0.50
<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Const. Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off (Carpenters' District Council)	\$1.25	\$1.25	\$1.25
<b>Foreman Differential:</b> (15 % of Base Rate)	\$5.63	\$5.72	\$5.80
<b>Lead Hand Differential:</b> (10 % of Base Rate)	\$3.75	\$3.81	\$3.86
<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
1 <sup>st</sup> 1-1800 hrs-55% of journeyman rate	\$20.63	\$20.98	\$21.28
2 <sup>nd</sup> 900 hrs-60% of journeyman rate	\$22.50	\$22.88	\$23.21
3 <sup>rd</sup> 900 hrs-70% of journeyman rate	\$26.25	\$26.70	\$27.08
4 <sup>th</sup> 900 hrs-80% of journeyman rate	\$30.00	\$30.51	\$30.95
5 <sup>th</sup> 900 hrs-85% of journeyman rate	\$31.88	\$32.42	\$32.89

First term apprentices will not have contributions made on their in respect of pension during their first 1800 hours of work.

To receive the journeyman rate of pay the apprentice shall have successfully completed the final examination of the Client Services Branch of the Ministry of Training, Colleges and Universities. Notwithstanding the amount of hours worked an apprentice shall receive the journeyman's rate of pay on being issued a certificate of qualification as a certified tradesman from the Ontario College of Trades in the Trade of Drywall, Acoustic & Lathing Applicator, #451A.

The Union and the Employers shall strive to place one apprentice for every three journeymen referred per job site.

### **Vacation Pay and Statutory Holiday Pay**

Vacation pay and Statutory Holiday pay shall be paid weekly.

### **Foreman Ratio and Definition**

- (a) "Foreman" means an employee designated by the Employer to plan work and direct the working forces, determine working procedure, assign and instruct the working force and co-ordinate the work performed, however, he may work with the tools of the trade. He shall, when given such authority by the employer, have authority to hire, promote, demote, suspend or discharge an employee.  
For the purpose of the Agreement, a foreman is hereby defined as a journeyman having supervisory capacity over lead hands, journeymen and apprentices. An Employer shall have the right to name hire a foreman on condition that he remains a foreman until completion of the project.
- (b) "Lead Hand" means a journeyman employee who is designated by the Employer to be in charge of four (4) or less employees. He may perform work with the group he directs and shall work under the direction of a Foreman on each project.
- (c) When the number of employees on a project reaches eight (8) or more journeymen carpenters, one shall be designated as a foreman and such designated foreman shall be a working foreman.
- (d) Notwithstanding (c), in the case of no more than three (3) employees on the project, a Lead Hand or Foreman shall be in charge. The Lead Hand or Foreman shall be part of this three (3) man working unit.

### **Premium Pay**

- (a) Employees engaged in the following work shall receive a premium of fifty-five cents (.55) per hour in addition to wage rates as may be otherwise provided in this Agreement; the erecting, building, dismantling or working from staging, bosun chairs, scaffolds, towers, buildings, moveable project shelters and like structures over the height of forty-five (45) feet. When an employee is entitled to height pay he shall be paid the premium rate for the full shift.
- (b) Work gloves shall be supplied to individuals handling irritating materials, scaffolding and forming materials.
- (c) Protective clothing (coveralls) shall be provided and maintained at the site when working in an industrial environment, or with materials that are of concern for health reasons.

### Block Heaters

The employer agrees to provide facilities for employees to plug in block heaters when the temperature is -20 degrees Celsius on out of town projects where camp facilities are provided.

### Article 7 - SCHEDULE D

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x first 2 hrs 2x after	2x	2x	2 <sup>nd</sup> & 3 <sup>rd</sup> 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

### Hours of Work

- (a) The regular working day shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., Monday through Friday, inclusive.
- (b) When it is necessary that one-hour be allowed for lunch then the regular working day shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.
- (c) The regular working day may, by mutual consent of the parties, be varied to provide for eight consecutive hours of work at straight time, lunchtime excluded, between the hours of 7:00 a.m. and 5:30 p.m. Such mutual consent shall be confirmed in writing.
- (d) The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday, inclusive.
- (e) On projects where a majority of the employees cannot commute home daily the regular work week shall consist of forty (40) hours per week. The regular working hours may be varied by mutual consent of the employer and Local Union 1669. Such mutual consent shall be confirmed in writing from Local Union 1669 with the seal of the Local Union affixed thereto.
- (f) All time worked on Saturdays, Sundays and Holidays or before a normal shift, shall be paid for at the rate of double time (or twice) the shift rate applicable to the hours worked by said employees.
- (g) On extremely isolated areas, employees shall be paid time and one half of the regular rate provided approval of Local Union 1669 has been obtained in writing, prior to tendering on the project.
- (h) No employee shall be compelled to work overtime, only with the exception of pouring of concrete or when necessary for the protection of life and/or property. An employee may be excused for bona fide reasons.
- (i) The first two (2) hours after a regular eight (8) hours shall be at 1½ times the base rate. The 1½ time rate shall apply to the 5 x 8 hour, Monday to Friday work week only.

All remaining hours will be paid at double time inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift. On a condensed work week (4 x 10's) all overtime shall be at double time.

- (j) Employees requested to work up to two (2) hours of overtime shall be provided with a lunch or \$6.00 in lieu thereof. Employees requested to work more than two (2) hours' overtime shall be provided with a hot meal by the employer at 6:30 p.m. in lieu of lunch, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute break.
- (k) In the event an employee is called out on a job on Saturday, Sunday, or Holidays, or after the regular daily hours, he shall receive a minimum of two (2) hours' pay at the appropriate overtime rates.
- (l) Five (5) minutes shall be allowed before the close of each shift or working day for the picking up and lockup of personal tools.

### **Overtime**

The first two (2) hours after an eight (8) hour shift shall be at 1½ times the base rate. All remaining hours will be paid at double time (2x) inclusive of Saturdays, Sundays and Holidays as well as hours worked before the regular shift.

The 1½ rates shall apply to the 5 x 8 hour work week only. On a condensed work week (4-10's) double time rates shall apply.

The overtime rate of pay shall apply to all such hours worked by an employee until the employee has had eight (8) consecutive hours off.

### **Occupied Premises**

When, due to the work site being occupied premises, the Employer must schedule the regular working day contrary to Article 7(a), the Employer shall pay the regular hourly rate for such work not exceeding eight (8) hours per day. This clause shall apply to all commercial/institutional work and to industrial sites for work in non-production facilities. The Employer shall notify the Union prior to the commencement of such work.

### **Shift Work**

- (a) When two shifts are worked, the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply, the second shift shall be from 4:30 p. m. to 12:30 a.m. including a half-hour (½) lunch period and the rate shall be time and one-seventh the regular rate.
- (b) When three shifts are worked the night shift shall be from 12:00 midnight to 8:00 a.m. and the rate shall be time and one-seventh, the day shift shall be from 8:00 a.m. to 4:00 p.m. and the regular rate shall apply, the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the rate

shall be time and one-seventh, and a one-half hour (½) lunch period included. Shift work may be adjusted by mutual consent to meet specific conditions.

- (c) Shift work shall be organized so that the employee will not lose any time during his regular week.
- (d) Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.
- (e) No employee shall work parts of two (2) consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at twice the regular rate.
- (f) Overtime for shift workers shall be twice the shift rate applicable to the hours worked by the employee.

### **Commuting Allowance**

- (a) Commuting allowance shall be paid at the rate of sixty cents (.60) per kilometre, as of May 1, 2012. This allows for the employee to provide his own mode of transportation.
- (b) Where commuting is necessary between the project and the place from which board and lodging is being received by the employees, the Commuting Allowance shall be paid for every kilometre travelled beyond eight (8) kilometres of the project. Suitable transportation will be supplied when necessary.
- (c) Employees residing within a forty (40) km radius of the Thunder Bay Canada Post Processing Plant shall be deemed to be residents of the City of Thunder Bay, Ontario.
- (d) Commuting allowance for residents of the City of Thunder Bay will be measured from the Thunder Bay Canada Post Processing Plant. The Commuting Allowance shall apply to the actual road kilometres travelled both ways starting from a point sixteen (16) road kilometres from the Thunder Bay Canada Post Processing Plant and return to that point.
- (e) On work at a construction site all employees shall receive a commuting allowance on the basis of road kilometres travelled in excess of sixteen (16) kilometres between the project and his residence.
- (f) Commuting on Lake Projects - The employee shall report at an employer specified meeting place or point for the regular starting hour of work and be provided transportation by the employer to and from a Lake Project in a safe, reliable craft. All time travelled by the employee to and from a Lake Project shall be on the employer's time and paid at the regular rate of wages.

### **Travelling Allowance**

- (a) On work at a construction site, all employees who reside outside of a 40 km radius of the jobsite shall receive a travel allowance of sixty cents (.60) per kilometre as of May 1, 2012 on the basis of road kilometres travelled between the project and his residence. This shall be paid at commencement and termination of the job. The employee will receive this travel allowance within forty-eight (48) hours after reporting on the jobsite. Travel allowance will be paid only to those employees whose vehicles are being used for transportation.
- (b) Travel Time Allowance - Time spent travelling to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day, in any one day. Travel time by automobile will be computed at an average of 80 kilometres per hour and shall be paid once only on commencement and termination of the job.

The travelling allowance will be withheld if the employee quits the job of his own volition within thirty days except for compassionate reasons. Where the employee has no transportation available, transportation shall be provided by the employer. Where the employer provided transportation it shall be first class transportation.

### **Wrap Around**

Each employee on a project shall receive a cheque for his travel allowance, (kilometres only) to and from the jobsite every forty (40) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

### **Lodging**

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven day basis, for each day the employee is available for work provided he remains at the accommodation supplied.

### **Board**

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable board without cost to the employee. In areas where commercial establishments are available the employer shall pay employees an allowance of \$54.00 per day as of May 1, 2016 per day in lieu of board for each day the employee is available for work at the construction site. However, the employer may provide board if acceptable to the employee.

Should adverse weather conditions, or overtime being worked prevent the employee from leaving the area of his employment for the 6<sup>th</sup> and 7<sup>th</sup> day, he shall then be paid board allowance for the seven (7) days.

An employee in receipt of Board Allowance beyond a 161 km direct traffic route from his residence shall be paid Board Allowance on a 7 day basis, provided he remains at the accommodation supplied.

### **Transfer**

- (a) Contractors whose head office is located in the geographic area of Local Union 1669, shall be allowed to transfer to any job or project outside the city or town in which its head office is located, a maximum of one (1) regular employee for each employee hired from the area adjacent to the job or project, provided such employee is available.

### **Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

### **Metatarsals**

**Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.**

**Where it is unclear whether the owner requires the use of metatarsal footwear, the union and the Construction Association of Thunder Bay will meet and mutually determine whether this agreement will be in effect.**

**This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Construction Association of Thunder Bay.**

L.U. 1946

Acoustic/Drywall  
Article 6 - SCHEDULE D

London

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$34.72	\$3.47	\$2.74	\$6.58	\$47.51
May 1/17	\$34.99	\$3.50	\$2.74	\$6.58	\$47.81
May 1/18	\$35.26	\$3.53	\$2.74	\$6.68	\$48.21

**Employer Contributions**

	May 1/16	May 1/17	May 1/18
Association Administration Fund	\$0.30	\$0.30	\$0.30
Local 1946 Training Fund	\$0.40	\$0.55	\$0.65
Local 1946 Building & Upgrading Fund	\$1.50	\$1.60	\$1.65
CDC North American Training Fund (ITC)	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.20	\$0.25	\$0.30

**Employee Deductions**

	May 1/16	May 1/17	May 1/18
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
ICI Union Dues Check-off	\$1.75	\$1.75	\$1.75
Local Administration Fund	\$0.65	\$0.75	\$0.85
Local 1946 Dues Bank	\$0.21	\$0.21	\$0.21

\*\* Separate deduction line on pay stub

**Foreman Differential:  
Lead Hand Differential**

12% of Hourly Rate  
6% of Hourly Rate

**Apprentices:**

	May 1/16	May 1/17	May 1/18
1 <sup>st</sup> (0-1800 hrs) 55% of journeyperson rate	\$19.10	\$19.24	\$19.39
2 <sup>nd</sup> (1801-2700 hrs) 60% of journeyperson rate	\$20.83	\$20.99	\$21.16
3 <sup>rd</sup> (2701-3600 hrs) 70% of journeyperson rate	\$24.30	\$24.49	\$24.68
4 <sup>th</sup> (3601-4500 hrs) 80% of journeyperson rate	\$27.78	\$27.99	\$28.21
5 <sup>th</sup> (4501-5400 hrs) 85% of journeyperson rate	\$29.51	\$29.74	\$29.97

\*\*Health and Welfare contributions shall be made from the first day of employment for all apprentices.

\*\*No pension contributions will be made for the first year apprentices (First 1800 hours).

\*\*\*Note the rate of % for the apprentices and hours per level change\*\*\*

**Foreman Ratio and Definition**

Foreman means an employee designated by the Employer to plan work and direct the working forces, determine working procedures, assign and instruct the working force and co-ordinate the work performed; however, he shall be permitted to work with the journeyman’s tools. He shall, when given such authority to hire, promote, demote, suspend or discharge any employee. A worker, in order to qualify as foreman covered by this Agreement, must be a journeyman (carpenter, drywaller, piledriver, floor installer) dependent upon the work being done by the employees supervised.

When eight (8) or more journeymen carpenters are on the project one (1) shall be a foreman to supervise the other employees and he shall be paid the foreman’s rate. This arrangement is not required when there is a card carrying United Brotherhood of Carpenters and Joiners of America superintendent in charge of the project.

All foremen must be members of Local 1946 or carry a Local 1946 work permit.

**Lead Hand Ratio and Definition**

A lead hand is a worker designated by his employer to give direction to a crew having journeymen and/or apprentices inclusive under his direction. There must be a foreman on a project before a lead hand is assigned. Example: supervisor only - no lead hand; supervisor and foreman - lead hand allowed.

**Vacation Pay and Statutory Holiday Pay**

Vacation pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 3 hrs, 2x after	2x	2x	2 <sup>nd</sup> 1-1/7x 3 <sup>rd</sup> 1½x	2 x 10 min.	2 hrs.	1 hr.

- (a) The regular hours of work, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday, inclusive, with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 p.m. Any work done outside these hours shall be overtime or shift 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, save and except the provisions of this Schedule relating to shift work.

- (b) On all buildings less than eight storeys, the starting point, at starting time, shall be the shelter provided for tools and equipment at 8:00 a.m. and proceed to work on the employer's time. The employee shall have a full half-hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven (7) hours daily between midnight Sunday to 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* - 8:00 a.m. to 4:30 p.m. at regular time
  - Second Shift* - 4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
  - Third Shift* - 12:01 a.m. to 7:30 a.m. at time and one-half the regular rate
- (d) The normal starting and quitting times may be varied if in the opinion of both parties it would be beneficial to the industry to do so. When these conditions apply, eight (8) continuous working hours per day shall be worked. Any work performed under these conditions, outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid at the rate of one and one-seventh times the regular rate of pay, save and except when overtime rates apply.
- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one regular working day shall be time and one-half and work performed after the three hours of overtime shall be at double time. When overtime is performed on the 2<sup>nd</sup> and 3<sup>rd</sup> shift, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three hours of overtime and twice the shift rate after the first three hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.

### **Travel and Board**

- (a) All employees when employed within a forty-eight (48) kilometre radius from London City Hall shall be governed by the working hours specified for the project, and shall provide for themselves at no cost to the employer, all necessary transportation from home to shop or project at starting time and from shop or project to home at quitting time.
- (b) All employees when employed outside the forty-eight (48) kilometre free zone radius from London City Hall shall receive the following travel or board expenses:

Over 48 km radius to 64 km radius -	\$33.00
Over 64 km radius to 80 km radius -	\$38.00
Over 80 km radius to 107 km radius -	\$48.00
Over 107 km radius to 165 km radius -	\$62.00

Kilometrage will be calculated on a radius basis.

In all cases where travel is paid it shall be measured from London City Hall and be determined by straight line using Google Earth and shall be agreed to by both parties prior to the start of the project. The union and the employer shall also jointly determine prior to the start of the project, if that any portion of the project where actual work is performed falls outside the 48 kilometre free zone, travel shall be paid for the whole project.

- (c) An employee shall receive board allowance of one hundred and ten dollars (\$110.00) per day worked on all work located over a one hundred and sixty five (165) kilometre radius to two hundred and forty-one (241) km from London City Hall. When Statutory Holidays fall on a Tuesday, Wednesday or Thursday and the employee is in receipt of board allowance he shall receive board allowance for the Statutory Holiday provided such employee is available for work a full shift on the normal working day preceding the Holiday and a full shift on the normal working day immediately following the Holiday.
- (d) An employee shall receive board allowance of one hundred and twenty-five dollars (\$125.00) per day on a seven day basis on all work located over two hundred and forty-one (241) km radius from London City Hall. An employee in receipt of this board allowance shall receive board allowance for Saturday and Sunday providing such employee is available for work a full shift on the normal work day preceding the weekend and a full shift on the normal working day immediately following the weekend and, further, shall receive board allowance for all Statutory Holidays when any such Holiday falls in the pay period.  
All employees shall be paid a minimum of five (5) days Room and Board for each forty (40) hour work week.

(e) **(Amendment 1984)**

The wages, (total package) set out in the Acoustic and Drywall Appendix for Local 785 shall be applicable in the Counties of Grey, Huron, Bruce, Perth and Oxford. Provided, however, that employers with a head office in the geographic jurisdiction of Local 785 shall employ carpenters from Local 785 and Local 1946 on a 50-50 basis. The said Counties shall remain in the geographic jurisdiction of Local 1946.

**Hiring:**

When hiring, a request by the Employer for a named individual who is a member in good standing of the Local Union for at least 30 days shall not be unreasonably denied by the union, provided that at no time shall the number of named individuals in the employ of the Employer exceed the number of those individuals referred by the Union not requested by the Employer.

**Competitive Hardship Make-Up Time**

Where an employer is experiencing undue hardship on a project due to inclement weather or circumstances beyond their control, members may be requested to work make-up time on a voluntary basis only. This will offer the contractor the opportunity to bring that current project on schedule. No more than 2 extra hours per weekday may be worked to a total of 10 hours per day, and then double time would be applied. **Make-up time hours are agreed not to exceed 8 hours per week.** Make-up time if needed on a Saturday will be paid at the rate of 1 ½ for the first 4 hours and double time thereafter. The Union feels that this will attract members to work, but expects that no discriminatory action will be taken against those members not interested. We consider this to reference Article 28 of this agreement "Amending" and will be noted as such if this clause is utilized.

The Employer and the Union shall meet to confirm hardship issues prior to implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violations to this make-up clause proven by the Union, may deem a contractor ineligible to utilize it in the future.

**Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

**Parking**

The employer shall reasonably endeavor to provide parking spaces for all employees. On projects where adequate parking spaces are not available for employee's vehicles, it is agreed that a pre-job conference will be held to

determine the most satisfactory solution to the problem. If it is necessary to have additional space to accommodate reasonable parking requirements – the employer, once accepting the location and cost of the parking site, is responsible to reimburse 50% of the cost to the employee upon submission of the receipt to be paid weekly. Parking project costs are limited to any Hospitals, Post Secondary School Institutions, London Downtown Core and/or mutually agreed upon sites.

## **Agreement**

Between

Carpenters' District Council of Ontario –  
United Brotherhood of Carpenters – Local 1946

and

Acoustical Association of Ontario

and

Interior Systems Contractors Association of Ontario

This will confirm the Agreement reached between the parties above amending Schedule D to the Collective Agreement expiring April 30, 2019.

- Proposed agreement to be at LU 675 Residential Piecework rates only
- Hourly rates and conditions to be London I.C.I.
- 100% name hire for applicable hourly or piecework rates
- All manpower to be dispatched or permitted through Local 1946 London with notification either electronically or other source prior to work commencing
- Jobs to be enabled to this agreement within the I.C.I. sector, shall be old age homes, student residences, senior citizen and nursing facilities (long or short term care)

**Acoustic/Drywall  
Article 6 - SCHEDULE D**

Ottawa

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday 6%	Health & Welfare	Pension	Total
May 1/16	\$36.42	\$3.64	\$2.82	\$6.97	\$49.85
May 1/17	\$36.76	\$3.68	\$2.97	\$7.04	\$50.45
May 1/18	\$37.15	\$3.71	\$3.17	\$7.12	\$51.15

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Apprenticeship Fund (including Carpenters' District Council of Ontario Training Trust Fund)	\$1.00	\$1.00	\$1.00
Local Administration Fund	\$0.35	\$0.45	\$0.55
Building Fund	\$0.10	\$0.10	\$0.10
<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
CDC Fund	\$1.75	\$1.75	\$1.75
<b>Foreman Differential:</b>	9 %	9 %	9 %
<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Pre-Apprentice 450 hrs – 40% of journeyman rate	\$14.57	\$14.70	\$14.86
1 <sup>st</sup> Term 1800 hrs - 55% of journeyman rate ( <b>no pension</b> )	\$20.03	\$20.22	\$20.43
2 <sup>nd</sup> Term 1801-2700 hrs - 60% of journeyman rate	\$21.85	\$22.06	\$22.29
3 <sup>rd</sup> Term 2701-3600 hrs - 70% of journeyman rate	\$25.49	\$25.73	\$26.01
4 <sup>th</sup> Term 3601-4500 hrs - 80% of journeyman rate	\$29.14	\$29.41	\$29.72
5 <sup>th</sup> Term 4501-5400 hrs - 85% of journeyman rate	\$30.96	\$31.25	\$31.58

**Geographic Scope**

The City of Ottawa, and the United Counties of Prescott and Russell, the County of Renfrew (including McNab/Braeside Township and the Town of Arnprior), the United Counties of Stormont, Dundas and Glengarry and the and Grenville, and the townships of Pakenham, Ramsay and Beckwith in the County of Lanark.

The following townships in the district of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton,

Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/40	1½ x 1 <sup>st</sup> 3 hrs. 2x after	2x	2x	2 <sup>nd</sup> 1-1/7x 3 <sup>rd</sup> 1½x	2 x 10 min.	2 hrs.	1 hr.

**Hours of Work**

- (a) The regular hours of work, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive, with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 p.m. Any work done outside these hours shall be overtime or shift 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, save and except the provisions of this Schedule relating to shift work.
- (b) On all buildings less than eight storeys, the starting point at starting time, shall be the shelter provided for tools and equipment at 8:00 a.m. and the employee shall proceed to work on the employer's time. The employee shall have a full half-hour to eat his lunch between the hours of 12:00 noon and 12:30 p.m. On all buildings of eight storeys or more in height, the eighth floor shall be known as the starting point, at the starting time, and the employee shall proceed promptly to his work from the eighth floor on the employer's time.
- (c) Any extra daily shift on any particular job shall be of not more than seven (7) hours daily between midnight Sunday to midnight Friday of the same week. No employees, except the Foreman, shall be permitted to work more than one shift in any twenty-four hours. When such shift system is worked, the rate of wages shall be:
  - Day Shift* - 8:00 a.m. to 4:30 p.m. at regular time
  - Second Shift* - 4:31 p.m. to 12:00 midnight at time and one-seventh the regular rate
  - Third Shift* - 12:01 a.m. to 7:30 a.m. at time and one-half the regular rate
- (d) The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so, and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked. Any work performed under these conditions outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at the

rate of one and one-seventh times the regular rate of pay, save and except when overtime rates apply.

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one regular working day shall be time and one-half (1½) and work performed after the three (3) hours of overtime shall be at double time. When overtime is performed on the 2<sup>nd</sup> and 3<sup>rd</sup> shift, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime and twice the shift rate after the first three (3) hours of overtime. The employer shall distribute all overtime as equally as possible among the employees regularly doing the work.
- (f) Whenever work is performed on Saturdays and/or Sundays, it will be deemed overtime work and paid at the rate of double time.
- (g) Notwithstanding the overtime amounts shown in Schedule D and Article 7(e) and (f) above, no overtime will be paid until an employee has achieved 40 hours in any given work week, nor will overtime be paid if the employee fails to report to work in the week following the overtime work without good reason.
- (h) By mutual agreement of any signatory contractor and the union the standard hours of work may be altered to allow for four 9 hour daily shifts and a 4 hour shift on Friday. The contractor will give advanced notice and permission to proceed on this basis will not be unreasonably withheld.

#### **Article 11 - Travel and Board Allowance**

- (a) No travel allowance shall be paid within a sixty (60) kilometre radius of the intersection of Carling Avenue and Preston Street in Ottawa. This area will be known as the Free Zone.
- (b) An employee shall receive a travel allowance of one hundred dollars (\$100.00) per day on all work located beyond the sixty (60) kilometre radius of the intersection of Carling Avenue and Preston Street in Ottawa.
- (c) Notwithstanding the provisions of sub-paragraphs 11(a) and 11(b), and provided prior written consent has been obtained from the Local Union, an Employer may provide suitable alternative travel, transfer, board and allowance or lodging instead of making payments referred to in sub-paragraphs 11(a) and 11(b). It is subject to agreement by the Employer and the Employee as to whether or not suitable alternative arrangements will be agreed upon instead of payment of the aforesaid allowance.

**Parking**

The employer will reimburse any employee who is obliged to pay more than one parking charge per day by reason of being reassigned to, or transferred from, more than one job site on a given work day. Upon presentation of verified receipts by an employee, such additional same day parking charges will be reimbursed to the employee no later than the pay period following the date the expenses were incurred.

**Apprentices**

All apprentices shall have equal opportunity to work with their tools whenever feasible within the trade jurisdiction. The remainder of their time, related to handling and cleaning of materials, shall also be distributed as equitably as possible amongst all apprentices so that all apprentices shall advance in skill and ability in as equal a fashion as is practicable.

The Union agrees that, upon request from a contractor bound to the terms of this Agreement that it shall dispatch from the hall, or otherwise provide to the contractor, only those members who are fully trained by the Local in those aspects of Health & Safety, as agreed to from time to time by the LAC.

The Local agrees, that, upon request, it shall provide, in writing, evidence satisfactory to the contractor that the training has occurred and that all dispatched members have received such training as referred to above.

**Tool List**

- i) Battery Screw Guns
- ii) Safety Glasses

**Polyurethane Spray**

It has been agreed that the installation of polyurethane spray foam shall be included in the Ottawa local schedule work jurisdiction.

**Acoustic/Drywall  
Article 6 - SCHEDULE D**

Sudbury

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/16	\$36.00	\$3.60	\$2.74	\$6.58	\$48.92
May 1/17	\$36.64	\$3.66	\$2.74	\$6.58	\$49.62
May 1/18	\$37.18	\$3.72	\$2.74	\$6.68	\$50.32

<b>Employer Contributions</b>	May 1/16	May 1/17	May 1/18
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.30	\$0.30	\$0.30
Training & Upgrading Fund	\$1.15	\$1.15	\$1.15
CDC North American Fund	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.50	\$0.50	\$0.50
<b>Employee Deductions</b>	May 1/16	May 1/17	May 1/18
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union dues Check-off	\$1.25	\$1.25	\$1.25
<b>Foreman Differential:</b> 15%	\$5.40	\$5.50	\$5.58
<b>Sub-Foreman:</b> 10%	\$3.60	\$3.66	\$3.72
<b>Apprentices:</b>	May 1/16	May 1/17	May 1/18
1 <sup>st</sup> Term 0-1800 hrs - 55% of journeyperson rate	\$19.80	\$20.16	\$20.45
2 <sup>nd</sup> Term 1801-2700 hrs - 60% of journeyperson rate	\$21.60	\$21.98	\$22.31
3 <sup>rd</sup> Term 2701-3600 hrs - 70% of journeyperson rate	\$25.20	\$25.65	\$26.03
4 <sup>th</sup> Term 3601-4500 hrs - 80% of journeyperson rate	\$28.80	\$29.31	\$29.74
5 <sup>th</sup> Term 4501-5400 hrs - 85% of journeyperson rate	\$30.60	\$31.14	\$31.60

No pension contributions will be made for the first term apprentices (First 1800 hours)

**Foreman Ratio and Definition**

- (a) The term "Foreman" as used herein, is an employee who supervises a sub-foreman, a journeyman carpenter, an apprentice, or any composite work force thereof. For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over more than seven (7) men. An employer shall have the right to name hire a foreman on condition that he remain as foreman until completion of the project.

**No Apprentice shall act in a supervisory capacity.**

### **Vacation Pay and Statutory Holiday Pay**

Vacation pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

### **Parking**

When parking facilities are provided by the employer or client, employees will be allowed any excess over five (5) minutes for walking time.

### **Occupied Premises**

This clause shall apply to all commercial and institutional work and all industrial sites for work on non-production facilities. Where work is performed in occupied premises where it is impractical to work during regular hours of work the following conditions will apply:

- (i) Up to eight (8) hours per day at straight time over five (5) consecutive days not to exceed forty (40) hours at straight time in those five (5) days.
- (ii) In conformity with Article 7, Subsection 2, Schedule D, overtime rates of pay for the first two (2) hours following a regular working day shall be at one and one-half (1½) times the regular basic rate. All other overtime shall be at double this regular basic rate including the 6<sup>th</sup> and 7<sup>th</sup> day.
- (iii) Statutory Holidays will be paid at double time.

The classification of a project as occupied premises shall be determined and mutually agreed to in writing between Local Union 2486 and the Sudbury Construction Association.

### **Heavy Industrial Projects**

The parties agree to participate in pretending meetings to consider special problems created by scheduling work between building trades with different hours of work. Amendments to the regular hours of work shall be made in accordance with Article 28.

### **Metatarsals:**

Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the Union and the Sudbury Construction Association will meet and mutually determine whether this agreement shall be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

### **Health & Welfare and Pension**

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Funds.

**L.U. 2486 – Zone 2**

**Acoustic/Drywall  
Article 6 - SCHEDULE D**

**Sault Ste. Marie**

**WAGE AND RELATED PAYMENTS  
FOR REGULARLY SCHEDULED DAYTIME HOURS**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vacation 4% Holiday Pay 6%</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Total</b>
May 1/16	\$35.30	\$3.53	\$2.74	\$6.58	\$48.15
May 1/17	\$35.94	\$3.59	\$2.74	\$6.58	\$48.85
May 1/18	\$36.48	\$3.65	\$2.74	\$6.68	\$49.55

<b>Employer Contributions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Association Administration Fund (including Ontario Construction Secretariat Fund)	\$0.30	\$0.30	\$0.30
Training Upgrading & Promotion	\$1.15	\$1.15	\$1.15
CDC North American Training	\$0.06	\$0.06	\$0.06
CDC Fund	\$0.50	\$0.50	\$0.50

<b>Employee Deductions</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$1.25	\$1.25	\$1.25

**Foreman Differential:** 13%      13%      13%

**Leader Differential:** 8%      8%      8%

**Shift Differential @ 1/7 X Hourly Rate**

<b>Apprentices:</b>	<b>May 1/16</b>	<b>May 1/17</b>	<b>May 1/18</b>
1 <sup>st</sup> Term 0-1800 hrs-55% of journeyman rate	\$19.42	\$19.77	\$20.06
2 <sup>nd</sup> Term 1801-2700 hrs-60% of journeyman rate	\$21.18	\$21.56	\$21.89
3 <sup>rd</sup> Term 2701-3600 hrs-70% of journeyman rate	\$24.71	\$25.16	\$25.54
4 <sup>th</sup> Term 3601-4500 hrs-80% of journeyman rate	\$28.24	\$28.75	\$29.18
5 <sup>th</sup> Term 4501-5400 hrs-85% of journeyman rate	\$30.01	\$30.55	\$31.01

No pension contributions will be made for first term apprentices (First 1800 hours)

Vacation Pay and Statutory Holiday Pay shall be paid weekly along with regular wages.

**Foreman Ratio and Definition**

(a) The term "Foreman" as used herein, is an employee who supervises a sub-foreman, a journeyman carpenter and apprentice, or any

composite work force thereof. For the purpose of this Agreement, a foreman is hereby defined as a carpenter having supervisory capacity over more than seven (7) men. An employer shall have the right to name hire one foreman or one leader on condition that he/she remains as foreman or leader until completion of the project.

- (b) The term "Sub-Foreman as used herein, is an employee who supervises a journeyman carpenter, an apprentice, or any composite work force thereof; however, the sub-foreman may work with the tools of the trade; For the purpose of this Agreement, sub-foreman is hereby defined as a carpenter having supervisory capacity over two (2) men and not over seven (7) men, who in addition to such supervisory capacity is also required to perform his regular duties as a carpenter with the use of tools and/or equipment.