

**COLLECTIVE AGREEMENT  
RESIDENTIAL BUILDERS AGREEMENT**

**BETWEEN:**

**FIFTH AVENUE LUXURY HOMES INC.**

(hereinafter called the "Employer")

- and -

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UBCJA, ("CDCO") ON ITS OWN  
BEHALF AND ON BEHALF OF ITS LOCAL UNION, ALLIED CONSTRUCTION  
EMPLOYEES LOCAL 1030,  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
("LOCAL 1030")**

(hereinafter collectively called the " Union")

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

**ARTICLE 1 - RECOGNITION**

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its journeyman and apprentice carpenters engaged in the on-site construction of all types of residential housing and the natural amenities thereto up to the date of closing or date of occupancy, whichever occurs first, of said housing or apartments or part thereof, while working in Ontario Labour Relations Board Geographic Area No. 8, and save and except those employees above the rank of non-working foreman.
- 1.02** The Employer agrees not to contract and/or subcontract any of the work traditionally performed for residential builders by directly employed carpenters other than to a contractor in contractual relations with Local 1030 and/or any other constituent local union of the CDCO. The Employer may contract and/or subcontract all other work without restriction save and except for any work covered by an accredited collective agreement binding upon the Union and/or any constituent local union of the CDCO and save and except, as referred to in Schedule "A" hereto. With respect to all other work, the Employer agrees that it will provide an opportunity for contractors and/or subcontractors which are in contractual relations with the Union to bid for any such work which the Employer intends to contract/subcontract out.
- 1.03** In the event that the Employer engages in residential construction as herein defined, by means of a Corporation, individual, firm, Syndicate, or association, or any combination thereof, where the Employer is the builder, the Employer and/or Corporation, individual, firm, Syndicate or association and any combination thereof, is bound by the Agreement for the purposes of such Construction work.

- 1.04** With the exception of carpenters work traditionally performed by the direct employees of the Builder, and work covered by an accredited collective agreement and such other work referred to in Schedule "A", there are no subcontracting restrictions within Local 1030's Collective Agreements.

## **ARTICLE 2 - UNION SECURITY**

- 2.01** All employees shall, when working in a position within the Bargaining Unit described in Article 1 hereof, be required as a condition of employment, to be a member in good standing of Local 1030 before commencing employment, and shall be required to maintain such membership while working within the Bargaining Unit for the duration of this Agreement. The Union shall not unreasonably refuse the right to any applicant to become a member.
- 2.02** In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a Referral Slip from the Union prior to his commencing employment. It is understood and agreed that the Union may refuse to issue a Referral Slip to the employee requested by the Employer only in the event that the employee is not in good standing with the Union.
- 2.03** It is expressly understood and agreed that the Employer shall not be required to discharge any employee for violation of the provisions of this Article concerning Union Security for any reason other than non-payment of regular monthly dues/working dues or the refusal of the employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.
- 2.04** Each employee shall, when working in a position within the Bargaining Unit described in Article 1 above, be required as a condition of employment to have his regular monthly Union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such Union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union no later than the fifteenth (15<sup>th</sup>) day of the following month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.
- 2.05** It is expressly understood and agreed that the Union will save harmless the Employer from any claim arising pursuant to any deduction made under this Article.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01** The Union agrees that it is the exclusive function of each Employer covered by this Agreement:
- (i) to conduct his business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail, or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of the production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

- (ii) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined, or has been subject to disciplinary demotion without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (iii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (iv) to assign and re-assign work to employees, to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and to establish and maintain an efficient mobile work force with diverse skills, and it is agreed that these functions shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement;
- (v) it is agreed that none of the above noted rights shall be exercised in a manner which is unreasonable, arbitrary, and discriminatory or in bad faith.

### **3.02 Technology Clause**

In the event that during the term of this Collective Agreement industry developments or practices result in new methods of construction and/or result in the requirement of new classifications of any direct employee of any Employer covered by this Collective Agreement, whether or not such changes are the result of technological changes or not, the Employer and the Union shall meet within fifteen (15) days upon notice being given from one party to another and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications and wages and/or pieceworker rates applicable thereto. Failing the agreement of the parties with respect to the establishment of new classifications and/or wage piecework rates applicable thereto, either party may refer such issues to arbitration for final and binding determination.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

- 4.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 4.02** It is understood and agreed that an employee does not have a Grievance until he has discussed the matter with his Job Superintendent and given him an opportunity of dealing with the complaint. The employee may have his Steward or Business Representative present, if he so desires.
- 4.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows:
  - (i) Within twenty-one (21) days after the circumstances giving rise to the Grievance becoming known to the Union, except in the case of a Discharge Grievance which shall be presented within five (5) working days, the Grievance shall be presented to the Employer in writing, and

the parties shall thereafter meet within five (5) working days and endeavor to settle the Grievance.

- (ii) Grievances dealing with alleged violations of Hours of Work, Rates of Pay, Overtime, Travel Expenses, and/or Vacation Pay, may be brought forward within three (3) months of the date when the circumstances giving rise to such Grievance became known or ought reasonably to have become known to the Union. Grievances dealing with alleged violation(s) of health and welfare fund and pension fund provisions may be brought forward within forty-five (45) days after the circumstances giving rise to such Grievance became known or ought reasonably to have become known to the Union. It is further understood that such grievances may be retroactive to the first day of the alleged violation provided such grievances are proven.

## **ARTICLE 5 - ARBITRATION**

- 5.01** The parties to this Agreement agree that any Grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 4 and which has not been settled, will be referred to an Arbitrator, who has either been agreed to by the parties or appointed pursuant to the provisions of the Ontario Labour Relations Act, at the request of either of the parties hereto.
- 5.02** Upon receipt of a Notice to Arbitrate, the Arbitrator shall arrange a Hearing at the earliest possible date but in every case all interested parties shall be given at least five (5) clear days' notice.
- 5.03** Upon hearing all of the evidence and submission of all the parties to the Arbitration hearing, the Arbitrator shall make an Award in writing which shall be final and binding. Reasons shall be given in every case but in order to avoid delay, the reasons need not be given at the time of the making of the Award.
- 5.04** The nature of the Grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written records of the Grievance and may not be subject to change in late steps.
- 5.05** Arbitrators shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, not to give any decision inconsistent with the terms and conditions of this Agreement.
- 5.06** In determining the time which is allowed in the various steps, Saturdays, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement of the parties, in writing and/or by the Arbitrator if it is determined that it is reasonable and equitable to do so in all of the circumstances.
- 5.07** The parties to the Agreement shall jointly bear the expenses of the Arbitrator.
- 5.08** Any Arbitrator with jurisdiction to interpret, apply or enforce this Collective Agreement whether such jurisdiction is derived from the Collective Agreement and/or the Ontario Labour Relations Act, shall consider all relevant evidence, and with respect to such evidence, is not, and shall not,

be restricted by any limitation concerning the introduction of evidence which may apply to applications under any relevant section of the Ontario Labour Relations Act.

## **ARTICLE 6 - MANAGEMENT GRIEVANCES – UNION GRIEVANCES**

**6.01** It is understood that the Employer may file a Grievance with the Union and that if such a complaint is not settled to the satisfaction of the parties concerned, it may be treated as a Grievance and referred to Arbitration in the same way as a Grievance of an employee or the Union. Such Grievances shall be processed as set out in Article 4.03 hereof.

**6.02** A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the Bargaining Unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4.03 of the Grievance Procedure, and if it is not settled at this stage, it may ultimately go to Arbitration in the same manner as a Grievance of an employee.

## **ARTICLE 7 - SCHEDULE "A"**

**7.01** Attached hereto as Schedule "A" to this Agreement and forming part of this Agreement, are Articles concerning:

1. Hours of Work and Overtime
2. Payment of Wages
3. Vacation Pay and Statutory Holiday Pay
4. Classifications and Wages
5. Working Dues
6. Pension Plan
7. Training Fund
8. Welfare
9. Travel Allowance
10. Maintenance of Existing Rates — Out of Town
11. Incorporation by Reference

## **ARTICLE 8 - UNION REPRESENTATION**

**8.01** It is agreed that a Union Steward may be appointed by the Union for each project operated by the Employer.

- (i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) men retained by the Employer on the project providing that he is competent and capable of performing the remaining work.

(iii) It is further agreed that the Union Steward will not be excluded from overtime work and that he shall not be discriminated against.

- 8.02** The Union acknowledges that the Union Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working hours.
- 8.03** The Business Representative of the Union shall have access to all working areas during working hours, but in no case shall his visit interfere with the progress of the work and, when visiting a job, he will first advise and identify himself to the Superintendent or other Supervisory Personnel of the Employer.
- 8.04** Subject to the rights of Stewards, in the case of lay-offs as provided for in this Collective Agreement, a Health and Safety Representative or a member of a joint Health and Safety Committee shall be one of the last three (3) employees of the Employer retained on any job provided that he is competent and capable of performing the remaining work.

## **ARTICLE 9 - PRODUCTIVITY**

- 9.01** The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman and both will undertake individually and jointly to promote such increased productivity.
- 9.02** (a) During the lifetime of this Agreement, the Union agrees that there will be no strike, slow down or picketing which will interfere with regular schedule of work, and the Employer agrees that it will not cause a lockout. The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any strike, slowdown or picketing, which interferes with the regular schedule of work.
- (b) The Right to Honour Lawful Picket Lines — the employees of any Employer may refuse to cross a lawful picket line of the United Brotherhood of Carpenters and Joiners of America which has been placed at any project where the Employer is engaged and a lawful strike within the provisions of the Ontario Labour Relations Act is ongoing and no action of any kind or nature will be taken against any employee, person or the Union for such conduct. This Article shall only apply to such picket lines established by the United Brotherhood of Carpenters and Joiners of America against any contractor which continues to perform work on the project where the Employer is engaged.
- 9.03** As provided in the Occupational Health and Safety Act, the Union agrees that their members will not refuse to operate a machine, device or thing, or work in a place, that has been declared safe following an investigation in accordance with the Occupational Health and Safety Act.
- 9.04** The Union agrees it will not involve the Employer in any dispute which may arise between the Union and any other company and the employees of such other company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

## **ARTICLE 10 - SHELTER- SANITATION - SAFETY TOOLS**

- 10.01** The Employer will provide, as soon as the site conditions permit, a separate, adequately-heated lunch room to be maintained in a sanitary condition. The Employer will provide, as soon as the site conditions permit, separate, adequately-heated change area in which the employees may wash, change and store their clothing. This change area shall be:
- (a) Securely locked when not in use; and
  - (b) Insured against loss from fire or burglary to a maximum of \$500.00 (five hundred dollars) with a minimum deductible of \$100.00 (one hundred dollars).
- 10.02** The Employer will provide, as soon as site conditions permit, drinking water, paper cups, water scoop, paper towels and portable flush toilets.
- 10.03** The Employer will supply the employees with whatever tools are necessary to perform the job functions assigned. The Employer shall supply one pair of rubber boots and one set of rainwear per year to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practice.
- 10.04** Every employee shall, as a condition of employment, be required to own and wear a safety helmet, protective footwear, and other personal protective equipment of a type approved by the Construction Safety Association required in the normal course of his duties.
- 10.05** A Safety Committee will be established pursuant to requirements under the *Occupational Health and Safety Act*.
- 10.06** The Employer shall, at his own expense, furnish to any person injured in his employment, who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible. An employee who, during working hours, suffers a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

## **ARTICLE 11 - REINSTATMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT**

- 11.01** The Employer will comply with the *Workplace Safety Insurance Act* as it relates to an employee returning from absence resulting from compensable accident.

**ARTICLE 12 — HEALTH AND WELFARE, PENSION, UNION PROMO  
AND SUPPLEMENTARY UNION DUES**

**12.01** The Company shall contribute the amounts set out in Appendix “A” attached hereto for each hour earned by each employee for all funds and purposes provided for in Appendix “A”, including for the health and welfare, training, pension and promo funds, and for regular and supplementary union dues.

**12.02** The contributions and/or deductions required by this Article, and/or Appendix “A”, shall be made by the Company in the following manner:

- a) Contribution and/or deductions shall be forwarded by first class mail, postmarked no later than the 15th day of the month following the month in which the hours have been earned, or delivered by the 20th day of the month following the month in which the hours have been earned, together with supporting information entered on a reporting form as designated by the Union. At no time shall the contributions and/or deductions be paid directly to the employee.
- b) In the event the Company fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.02 (a) the Company shall pay to the Union, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof (which is the equivalent of sixty percent per annum), from the due date for any delinquent contributions which are fifteen (15) or more days in arrears provided the Company has received five (5) days' prior written notice to correct such delinquency and has not done so.
- c) Notice of delinquency shall be given by the Union to the parties affected. When the Company fails to forward or deliver delinquent contributions and/or deductions in accordance with the provisions of this agreement, the penalty provisions as expressed in 9.02(b) shall apply.

**9.03** If the Company does not have any employees in its employ in a work month, it shall submit a nil report for each relevant month in accordance with the provisions of Article 9.02.



**ARTICLE 13 - DURATION OF AGREEMENT**

13.01 This Agreement shall become effective the 22 day of January, 2021 and shall remain in effect until April 30, 2022 and shall continue in force for each three (3) year period thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement, not more than one hundred and twenty (120) days and not less than thirty (30) days before April 30, 2022 or in a like period in any third (3<sup>rd</sup>) year thereafter.



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**FOR THE COMPANY**



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**FOR THE UNION**

DAVIDE PLATI  
PRINT NAME

DURVAL TERCEIRA  
PRINT NAME

## **SCHEDULE "A"**

### **ARTICLE 1 - HOURS OF WORK AND OVERTIME**

#### **1.01 WORK DAY, WORK WEEK**

The regular working day shall consist of nine (9) hours per day between the hours of 7:00 a.m. and 7:00 p.m. The regular work week shall consist of forty-four (44) hours per week, Monday to Friday inclusive. This provision does not constitute a guarantee of hours.

It is understood that should an employee be required to start his work day later than his regular starting time, the Employer agrees to notify the employee at least the day prior. If an employee reports for work at his regular starting time without being previously notified by the Employer, then he shall be paid from the said regular starting time.

#### **1.02 SHIFT WORK**

Nine (9) hours' pay for eight (8) hours' work will be paid if an employee is scheduled to work five (5) shifts per week and the majority of his shift is outside the 7:00 a.m. to 5:30 p.m. spread. Employees directed to start work after 1:00 p.m. shall be considered on Shift Work.

#### **1.03 OVERTIME**

The overtime rate for all work performed in excess of 44 hours per week, shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Sundays and Statutory Holidays. Overtime shall be voluntary on Statutory Holidays. Overtime shall be assigned on a voluntary and rotating basis provided the employee is capable of performing the work available.

#### **1.04 SUNDAYS AND STATUTORY HOLIDAYS**

All work performed on Sundays and the following Statutory Holidays shall be paid for at the rate of double the employee's regular rate:

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

#### **1.05 REPORTING ALLOWANCE**

An employee who reports for work at his regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour's reporting time. An employee who reports for work at his regular reporting time at the Employer's shop or site, unless directed not to report the previous day by his Employer and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours' reporting time.

## **1.06 COFFEE AND LUNCH BREAKS**

The employee will be allowed to have two (2) coffee breaks of fifteen minutes, once during each half of his working day. Employees will be allowed one half (1/2) hours unpaid lunch break between 12:00 noon and 1:00 p.m. except these limits may be suspended during periods of emergency.

## **ARTICLE 2 - PAYMENT OF WAGES**

- 2.01** When an employee quits or is dismissed the employee shall give, or be given, one (1) hours' notice.
- 2.02** Whenever Employment Insurance Separation Certificates and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer to the employees by registered letter to his last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case he will receive them by his next regular pay period.
- 2.03** Payment of wages is to be made weekly for the work performed during the preceding work week. Payment is to be made by cash, cheque, or direct deposit no later than midday on Thursday of the week following the week during which the work was performed.

## **ARTICLE 3 - VACATION PAY AND STATUTORY HOLIDAY PAY**

- 3.01** Employees shall be paid vacation and statutory holiday pay in the amount of ten percent (10%) of gross wages earned on a weekly basis. That part of the amount allocated to vacation pay shall be the minimum required by the *Employment Standards Act*, as amended from time to time and the balance shall be in lieu of payment for statutory holidays. The Company shall pay such amounts to the appropriate Vacation Pay Trust Fund. They shall be forwarded by first class mail postmarked no later than the fifteenth (15<sup>th</sup>) of the month following the month in which the hours have been earned or delivered by the twentieth (20<sup>th</sup>) day of the month following the month in which the hours were earned.
- 3.02** Vacation periods shall be scheduled by mutual consent of the Employer and the employees. Vacation periods shall be limited to a maximum of three (3) weeks per calendar year, except every three (3) years the employee may be entitled to leave of absence to a maximum of six (6) weeks, provided that such a request is made in writing at least ninety (90) calendar days in advance of the commencement of the leave of absence requested. The Employer shall provide a written reply to a written vacation request within five (5) working days

**ARTICLE 4 - 4.01 CLASSIFICATIONS AND WAGES**

The following wage rates and job classifications shall be in effect:

**Board Area 8**

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

Effective Date	Hourly Wage	Vacation Pay 10%	Welfare Fund	Pension Plan	Promo Fund	Training Fund	Total Package
<b>Group 1 – Carpenter-Journeyman</b>							
May 1, 2020	\$40.06	\$4.01	\$3.10	\$4.30	\$0.20	\$0.10	\$51.77
May 1, 2021	\$40.86	\$4.09	\$3.10	\$4.45	\$0.25	\$0.10	\$52.85
<b>Group 2 – Foreman</b>							
May 1, 2020 to April 30, 2022	Should the Employer decide to employ a working foreperson shall be paid two dollars (\$2.00) per hour in excess of the average hourly rate paid to the members of his crew.						

**APPRENTICES:**

- 0 — 600 Hours - 60% of wages – no benefits, no pensions
- 601 — 1200 Hours - 70% of wages
- 1201— 1800 Hours - 80% of wages
- 1801— 2400 Hours - 90% of wages
- 2400 and beyond - 100% of wages

\* For clarity, all trainees over 600 hours shall receive pension and benefit contributions.

**ARTICLE 5 - WORKING DUES AND MONTHLY DUES**

**5.01** The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of two per cent (2%) of gross wages for each employee covered by the Agreement. The Company shall deduct and remit \$25.00 in monthly dues for each employee each month. The monthly dues shall be paid by a cheque payable to “Allied Construction Employees Local 1030, United Brotherhood of Carpenters and Joiners of America.” The Union reserves the right to amend the amount of monthly Union dues from time to time with 30 days written notice to the Employer.

**5.02** The Union may direct the Employer to alter the amounts and/or the method of remittance of working dues as described in this provision, and the Employer agrees that it shall comply with

such direction. The Union agrees that it shall provide thirty (30) days' notice of any such alteration.

## **ARTICLE 6 - PENSION PLAN**

- 6.01** Effective immediately, the Employer agrees to pay the amount set out in Schedule "A" per hour for each hour worked by employees coming within the bargaining unit of this Agreement into the applicable Union Pension Fund.
- 6.02** Payments into the Pension Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment was made.
- 6.03** The Employer agrees that the Trustees of any of the Funds referred to in this Schedule may appoint an auditor in the event of a dispute regarding proper remittance to the Funds.

## **ARTICLE 7 - HEALTH BENEFITS, PRE-PAID LEGAL PLAN COVERAGE**

### **7.01 WELFARE**

Effective immediately, the Employer agrees to pay the amounts set out in Schedule "A" per hour for each hour worked by each employee into the applicable Union Benefit Fund, administered by the Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, medical, dental, pre-paid legal coverage or similar benefits for the employees covered by this Agreement.

- 7.02** The Benefit Trust Fund shall make all necessary payments and cause to be filed all documentary requirements of the said plan and the employees covered by this Agreement shall have no claim against the Employer in regard to that plan.
- 7.03** The Employer agrees to pay all applicable sales tax(es) on contributions to the Benefit Trust Fund and remit such taxes to the said fund together with the contributions on which such tax is paid.

### **7.04 TRAINING FUND AND PROMO FUND**

- (i)** Effective immediately, the Employer agrees to pay the amounts set out in Schedule "A" per hour for each hour worked by each employee into the applicable Union Training Trust Fund.
- (ii)** Effective immediately, the Employer agrees to pay the amounts set out in Schedule "A" for each hour worked by each employee into the applicable Union Promo Fund.

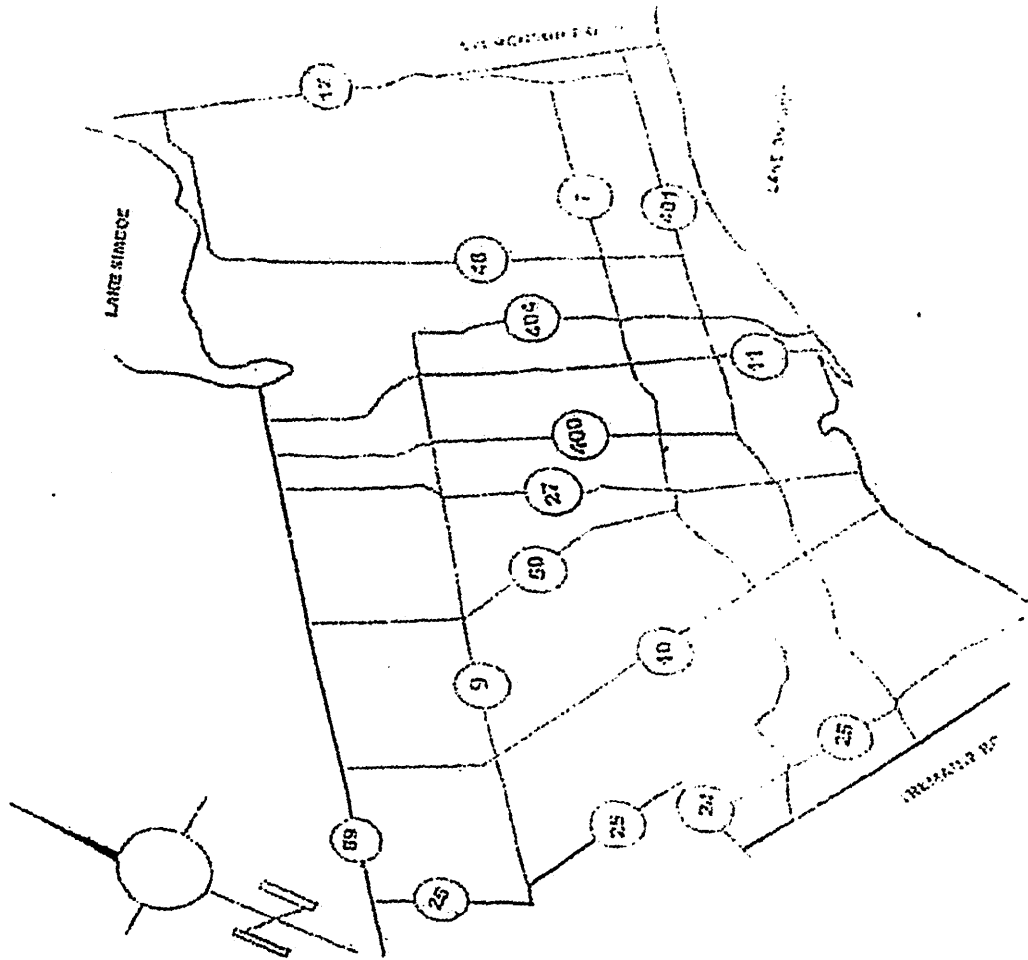
## **ARTICLE 8 - TRAVEL ALLOWANCE**

- 8.01** With respect to employees hired, and/or regularly working, in the County of Simcoe and Ontario Labour Relations Board Geographic Area Number 8 the following will apply:
- 8.02** No travelling expenses will be paid on jobs located within the area described in Schedule "B" (see Map).
- 8.03** For areas outside Schedule "B", the Employer shall pay an amount of thirty (30) minutes per day traveled (see Map).
- 8.04** The Employer may provide transportation in lieu of travel allowance; the assembly point will be within Metropolitan Toronto. Travel time is in addition to the normal working day.
- 8.05** In the event that the Employer requires any employee to work outside of the above-noted geographic area, then the rates and conditions of this area shall be maintained and room and board allowance shall be paid or provided to him.

## **ARTICLE 9 – INCORPORATION BY REFERENCE**

- 9.01** The terms and conditions of all collective agreements binding as a result of accreditation upon the CDCO and/or any of its constituent local unions which cover carpenters in the residential sector in Board Area 8, are hereby incorporated into, and form part of, this collective agreement.
- 9.02** The Union further agrees that the Employer may perform frame carpentry work with its own direct employees in accordance with the provisions of Local 1030's Standard Residential Frame Carpentry Collective Agreement for Board Area 8 and the terms and conditions of that collective agreement, including all terms and conditions concerning the use of piece workers, are hereby incorporated into this collective agreement. With respect to such frame carpentry work, the Employer shall only contract and/or sub-contract such work to contract/sub-contract that are in contractual relations with Local 1030.

# SCHEDULE "B" MAP



LETTER OF UNDERSTANDING NO. 1

BETWEEN:

FIFTH AVENUE LUXURY HOMES INC.

(hereinafter called the "Employer")

- and -

CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UBCJA, ("CDCO") ON ITS OWN BEHALF AND ON BEHALF OF ITS LOCAL UNION, ALLIED CONSTRUCTION EMPLOYEES LOCAL 1030, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA ("LOCAL 1030")

(hereinafter collectively called the "Union")

Re: Successor and Assigns

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction that is not signatory to this Collective Agreement. For the purpose of this Article, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or scope clauses of this Collective Agreement.

The parties agree that this letter forms part of the Collective Agreement and may be enforced as such.

Dated at VANCOUVER this 22 day of JANUARY, 20 21.

[Signature] FOR THE COMPANY

[Signature] FOR THE UNION

DAVID PLATT PRINT NAME

JOAQUIM FERREIRA PRINT NAME