

**COLLECTIVE AGREEMENT
(FORMING)**

BETWEEN:

**ALLIED CONSTRUCTION EMPLOYEES, LOCAL 1030,
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

("Union")

- and -

UNITED CONCRETE FORMING INC.

("Company")

WHEREAS the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America is a council of trade unions of which Allied Construction Employees, Local 1030 is a constituent member (hereinafter collectively referred to as the "Union")

WHEREAS the Company and the Union wish to enter into a Collective Agreement covering all construction employees of the Company which the union is entitled to represent.

ARTICLE 1 – OBJECT OF AGREEMENT

1.01 The purpose and the intent of this Agreement is to provide co-operation and harmony and to provide a channel through which information and the adjustment of problems may be transmitted from one to another, and to set out hours of work, wages and working conditions.

- 1.02 It is further agreed that the development of a proper relationship can only be achieved and maintained by a reasonable and sensible approach, recognizing that the best possible working conditions are the object of both parties.

ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all construction employees employed by the Company in the province of Ontario in all sectors of the construction industry, other than the ICI sector, save and except non-working foremen and persons above the rank of non-working foreman.
- 2.02 Management personnel excluded from the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency or experimentation.
- 2.03 If the Company agrees that it is hereby bound by the Carpenters' Provincial Collective Agreement entered into between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America as amended and renewed from time to time. The Company agrees to execute the voluntary recognition agreement attached hereto as Schedule "C" as confirmation of its voluntary recognition of the Union.
- 2.04 If the Company is actively engaged in the performance of work covered by the Unions' other Collective Agreements as set out in Schedule "A" of this Agreement it shall be performed under this agreement according to the terms and conditions of the Unions Applicable agreement as outlined in Schedule "A" of this Agreement.
- 2.05 In the event that the Company covered by this Agreement engages in construction by means of a corporation, individual, firm, syndicate or association or any combination thereof, it shall be deemed that the corporation, individual, firm, syndicate or association or any combination thereof, is bound by the Agreement for the purposes of such construction work.

ARTICLE 3 – SUBCONTRACTING OF WORK

- 3.01 The Company agrees to contract or subcontract the work described in Schedule “B” only to employers who have an applicable Collective Agreement with the Carpenters’ District Council of Ontario, United Brotherhood of Carpenters and Joiners of America or one of its member unions.
- 3.02 Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, sex, marital status, political affiliation or any other ground prohibited by the *Ontario Human Rights Code*, nor will they condone sexual harassment in any form.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union acknowledges the right of the Company to manage its business in all respects, to direct the working force and to introduce new or improved methods and to introduce new or improved methods and facilities.

The Union further acknowledges that it is the function of the Company to hire, promote, demote, transfer and lay off employees and to suspend, discipline and discharge employees for just and sufficient cause.

- 5.02 The management rights set out in Article 5.01 are subject to the other provisions of this Collective Agreement.

ARTICLE 6 – UNION SECURITY

- 6.01 All employees, when working in a position within the bargaining unit described in Article 2 hereof, shall be required as a condition of employment, to be a member in good standing of the Union before commencing employment, and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.
- 6.02 All employees shall be hired through the offices of Local 1030. Such hiring shall be done by way of a referral slip issued by Local 1030. In the event that Local 1030 is unable to supply the required employees to the Company within forty-eight (48) hours (Saturday, Sunday and Holidays excluded), then the Company may hire such manpower as is available, but such manpower shall, as a condition of employment, either be a member of the Local 1030 in good standing or apply for membership in Local 1030 within fourteen (14) days.
- 6.03 It is agreed that should the Company violate the terms and provisions set out in Article 6.02, above with respect to the employing of employees, then, without prejudice to any other claims for damages with the Union may have, the Company will pay the Union general damages in an amount equal to all amounts which would have been paid to employees (whether members of the Union or not) and/or the Union and/or on behalf of the Union and such employees had the Company not violated the hiring provisions of this Agreement.
- 6.04 The Company agrees to deduct monthly union dues from each employee in the bargaining unit in accordance with the employee deduction schedule outlined in Schedule "D", which forms part of this Agreement. The Company agrees to make such deductions from the first pay issued to the employees each calendar month and forward such dues directly to the Local Union.

The Company shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

ARTICLE 7 – NO STRIKES, NO LOCKOUTS

- 7.01 During the term of the agreement the Company agrees that there shall be no lockout and the Union agrees that there shall be no strike as defined in the *Labour Relations Act*.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 Should any difference arise between the Company and any of the employees, or between the Company and the Union, as to the administration, interpretation, application or alleged violation of any of the provisions of the Agreement, an earnest effort shall be made to settle such differences without due delay in the following manner:

Step One:

The employee concerned and the Steward may, within seven (7) calendar days of the incident giving rise to the grievance occurs, take the matter up with his foreman, who shall give his answer within seven (7) calendar days. Should the employee feel that his grievance has not been satisfactorily settled then;

Step Two:

Within seven (7) calendar days of receiving the decision under Step 1, the Union Business Representative may present the grievance to the Company's Manager. The Company is expected to render its decision within seven (7) calendar days.

Step Three:

Should the Union feel the grievance has not been satisfactorily resolved, it may be dealt with either as provided herein or pursuant to Section 133 of the *Labour Relations Act*.

- 8.02 The time limits mentioned in Article 8.01 may be extended by seven calendar days or such longer time as mutually agreed in writing.

- 8.03 In the case of wage grievance, the matter shall be taken up within seven (7) calendar days after the employee received his paycheque in which the grievance occurred.
- 8.04 Any difference(s) arising directly between the Company and the Union concerning the alleged violation of any provision of this Agreement may, if deemed necessary, be submitted by either party to the other at Step 2 of the grievance procedure within fifteen (15) calendar days from the date on which the matter at issue arose.
- 8.05 In the event that any employee is disciplined or discharged from his employment, and believes that the action is without just and sufficient cause, or is in violation of any of the provisions of the Agreement, such action may if deemed necessary be taken up at Step 2 of the grievance procedure, provided however that the grievance is filed within seven (7) calendar days from the date of said action. In such cases, the employee will be advised in writing with a copy to the Union of the reason for his discipline or dismissal within three (3) working days following the decision.
- 8.06 The Company shall not be required to recognize a grievance submitted by an employee after seven (7) calendar days have elapsed from the date to the incident.
- 8.07 Should the Company and the Union fail to reach agreement upon any grievance dealt with by them, then either party may refer it to an arbitrator within thirty (30) calendar days after receiving the reply of the Company at Step 2 as follows.
- 8.08 The parties will discuss the selection of a sole arbitrator to hear the case. Failing agreement, either party may request the Minister of Labour to appoint a sole arbitrator.
- 8.09 No matter shall be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure.
- 8.10 The arbitrator shall not make a decision inconsistent with this agreement, but shall only consider the question(s) in dispute.

- 8.11 In all discharge and discipline cases, an arbitrator shall have the power to substitute a lesser penalty that he considers just and equitable in all the circumstances. It is understood that time lost will not include overtime.
- 8.12 The cost of the arbitrator shall be shared equally by the parties. Each party will pay for its own costs, including those of its representatives.
- 8.13 In the event that during the term of this Collective Agreement industry developments or practices result in the requirement for new classifications of any employee of the Company, whether or not such changes are the result of technological change or not, the Company and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications and wage rates applicable thereto. It is further agreed that unless the parties reach agreement on the aforesaid within fifteen (15) days of such meeting, or such longer period as may be agreed to by the parties, the matter in dispute may then be submitted and resolved in accordance with the grievance and arbitration clauses of this Agreement.

ARTICLE 9 – HOLIDAYS AND VACATIONS

- 9.01 The following days shall be recognized as Statutory Holidays for the purposes of this Collective Agreement:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civil Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Family Day

When any of the enumerated holidays outline above falls on a Saturday or Sunday, the Holiday or holidays shall be observed on the day or days following the weekend, except that Canada Day shall be observed on the day that it falls. Any work performed on a holiday shall be paid for at double the regular hourly rate applicable.

- 9.02 Employees shall be paid vacation and statutory holiday pay as per Schedule "B". The Company shall pay such contributions to the Local 1030 Vacation Pay Trust Fund and forward them to the Union with the other contributions under Article 10. They shall be forwarded by first class mail postmarked no later than the fifteenth (15th) of the month following the month in which the hours have been earned or delivered by the twentieth (20th) day of the month following the month in which hours were earned.

ARTICLE 10 – HEALTH AND WELFARE, PENSION, TRAINING FUNDS, UNION ADMINISTRATION AND SUPPLEMENTARY UNION DUES

- 10.01 The company shall contribute to the appropriate Carpenters Benefit Trust Funds the standard amounts per hour earned per employee for health and welfare, pension and training funds, union administration and supplementary union dues as set out in Schedule "D" attached hereto.
- 10.02 (a) Contributions and/or deductions shall be forwarded by first class mail, postmarked no later than the fifteenth (15th) day of the month following the month in which the hours have been earned, or delivered by the 20th day together with supporting information entered on a report or as designated by the Trustees for the geographic area where the work is being performed. At no time shall the contributions and/r 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 10.02(a) the Company

shall pay to the Trustees, as liquidated damages and not as penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears provided the Company has received five (5) days' prior written notice to correct such delinquency and has not done so.

- (c) With reasonable cause, the Trustees may request the Company to submit to them, within a stipulated period, a certified audited statement of contributions and/or deductions to these funds for a period not to exceed twenty-four (24) months before the date the audit takes place. Such statements shall reply to the questions submitted to the Company by the Trustees. This procedure does not prejudice any action currently being taken by Boards of Trustees.
- (d) If the Company does not submit the certified audited statement as per 10.02(c), the Trustees may appoint an independent chartered accountant to enter upon the Company's premises where the payroll records are kept during regular business hours to perform an audit of the Company's contributions and/or deductions to the required benefit plans or funds.
- (e) Where the Trustees appoint an auditor, cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the Company if the Company is found to be in deliberate violation of the Collective Agreement. In addition, the Trustees may assess a penalty not to exceed twenty-five thousand dollars (\$25,000) if the audit discloses any deliberate violation.

10.03 In the event such audit reveals that the Company has failed to forward or deliver contributions and/or deductions in accordance with the provisions of this Agreement, the Company shall, within five (5) days of receipt of written notice from the Trustees, forward

or deliver all outstanding contributions plus any penalties along with completed supporting contribution report forms as required by the fund plan.

10.04 Notice of delinquency shall be given by the Trustees 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 provision as expressed in 10.02(b) shall apply and the affected party shall immediately institute proceedings against the Company.

10.05 Where the Trustees deem the Company to be a repeated delinquent in forwarding or delivering contributions and/or deductions, the Company shall post a bond or certified cheque in an amount to be determined by the Trustees and not to exceed the sum of fifty thousand dollars (\$50,000) for each trust fund and/or plan to which the Company is required to make contributions, deductions or payment, such sums to be held in trust by the Trustees for a period to be determined by the Trustees.

10.06 If the Company does not have any employees in its employ, it shall submit a nil report in accordance with the provisions of 10.02.

10.07 In the event that a grievance alleging that the Company has failed to make the proper payments to any trust fund or part as required by this Agreement, the parties agree that for the purpose of determining any issues, the following presumption shall apply:

A statement signed by a member of the Union, a business representative, a trustee or the administrator of a trust fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Company with proper documentary evidence.

10.08 If the Ontario Labour Relations Board ("OLRB") or a Board Arbitration, to which a

grievance alleging failure to pay wages to employees or a failure to make appropriate payment to a trust fund or an administrator as required by this Agreement, determines that the Company has violated the Collective Agreement on the above grievance(s), then the OLRB or the Board of Arbitration shall also require the Company 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 cost of all witnesses and Business Representatives, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to section 133(4) of the *Labour Relations Act* or otherwise, for the Board of Arbitration.

ARTICLE 11 – REPORTING ALLOWANCE

- 11.01 When an employee reports for work as usual but is unable to commence work because of:
- (a) circumstances beyond his control, except inclement weather or labour disputes, he shall be given two (2) hours' pay plus any applicable travel allowance, or
 - (b) inclement weather, he shall be given one (1) hours' pay plus any applicable travel allowance for reporting on the job provided, however, that the employee remains on the job during either of the aforementioned periods.
- 11.02 If the Company advises an employee that he may leave the job, the employee shall be paid the hours of pay and applicable travel allowance as outlined in 11.01(a) or (b).
- 11.03 If reporting time occurs during Holidays (as defined herein, including Saturday and Sunday overtime hours), the applicable premium rate shall apply.
- 11.04 When instructed to wait beyond the periods set out in 11.01(a) or (b), the employee shall be paid, in addition to the reporting allowances, the applicable hourly rate for the shift for the period of the extended wait.

11.05 When a member reports to a job for hiring at the request of the Company and is not hired although willing and able to do the work he shall receive two (2) hours' pay at the applicable rate plus the applicable travel allowance and the Company shall pay the required contributions to the fringe benefit plans.

ARTICLE 12 – SHELTER AND TOOL LOCKUP

12.01 A proper and adequate place of shelter sufficiently heated, lighted and ventilated in which the employees may eat their lunch, shall be provided unless other arrangements are made. Such shelter shall not be used for the storage of material, equipment and tools which will render the area unfit for the eating of lunches and the storing of clothes.

12.02 (a) The Company shall also provide a safe and weatherproof place with adequate shelving for employees to store their tools and clothing normally used on the project. Such place shall be kept locked at times when not in use.

(b) On buildings over two (2) stories, the Company shall provide movable gang boxes within a reasonable distance of the work station, however, they shall be located no more than one floor up or down from the floor on which the employees are working.

12.03 The Company agrees that employees will be compensated for tools as required on the job and/or clothing lost by fire or industrial mishap, all as supported by claims promptly submitted in writing by the employee with substantiating evidence to establish the loss. The Company shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$ 1,100.00. The Company's liability shall not exceed \$ 330.00 for clothing. Employees are to be reimbursed as soon as possible.

12.04 Where there is contact between an employee's tools and corrosive elements such as salt, calcium or acids, the Company at its option will supply such tools or replace the employee's tools where they have been damaged by contact with such elements.

ARTICLE 13 – BUSINESS REPRESENTATIVES AND UNION STEWARDS

13.01 A Business Representative of the Union shall have access to all working areas in which the Company is working, during working hours, but in no case shall his or her visits interfere with the progress of work. While visiting a job, he or she will first advise the superintendent, foreman or other supervisory personnel of the Company, where possible. In circumstances where the Company does not have the authority to allow access, the Company agrees to make a joint application with the Union on and at the time of request to the owner to gain such access. The Representative, when on site, shall abide by all site regulations and safety and security rules as stipulated in the appropriate safety acts and regulations.

13.02 (a) The Company acknowledges the right of the Union to elect or appoint stewards and the Company agrees to recognize such stewards. The Union undertakes to keep the Company informed of such appointments in writing. No discrimination shall be shown against a steward for carrying out his duty, but in no case shall a steward's duties interfere with the general progress of the work.

(b) 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.

(c) A steward(s) will not be transferred to another project of the Company unless by mutual consent of the parties involved.

(d) A steward shall not unreasonably be excluded from a crew for overtime work provided he is willing and capable of performing the available work.

13.03 A Union representative shall have access to the Company premises to post notices, ensure that the Collective Agreement is being complied with, to speak to stewards, to attend meetings with management and other similar and other related activities, during normal working hours. Prior to such access, the Union Representative will attend at the Company's front office and advise any officer, general manager or foreman of the Company of his intention to access, and further provided that the representative will give twenty-four (24) hours notice of same to any such persons where possible.

ARTICLE 14- HOURS OF WORK AND OVERTIME

14.01 The hours of work and overtime are as set out in Schedule "E" which is attached hereto.

ARTICLE 15 – SAFETY, HEALTH AND SANITATION

15.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

15.02 The Company shall provide protective specialty gear and equipment required for use in abnormal conditions or inclement weather. The employees shall return same to the Company after use. The employees must wear safety shoes during working hours.

15.03 The Company agrees that the Steward(s) shall be recognized as the Health and Safety Representatives for all employees of the Company.

15.04 **Forms Over 8 Feet:** The Employer shall pay twenty-five dollars (\$25.00) per employee per day when the crew that the employee is working with is required to carry forms in excess of eight (8) feet on that day, provided that the crew works in excess of three (3) hours on that day.

15.05 Employees will not be required to move or handle forms which are twelve (12) feet in length or longer. Such forms must be moved and handled by crane or other appropriate mechanical lifting devices.

ARTICLE 16 – PRE-JOB MEETING AND TEMPORARY TRANSFERS

16.01 Pre-Job Meetings: A pre-job meeting regarding work covered by this Agreement may be called at the option of either party in writing on all projects and the parties agree to meet within fourteen (14) days of the giving of such notice.

16.02 Temporary Transfers: If an employee is transferred to a lower rated position for a temporary period, he shall maintain his regular rate of pay.

If an employee is transferred to a higher rated position for a temporary period he shall be paid for all hours worked at the rate of such position.

ARTICLE 17 – GENDER

17.01 Wherever in the wording of this Collective Agreement the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE 18 - JOB CLASSIFICATIONS AND WAGE RATES

18.01 The company shall pay the wage rates to employees in the job classifications as set out in the applicable Schedule "D" which is attached hereto.

18.02 It is understood and agreed that when an employee works in a Board Area (including any Board Areas not otherwise referred to in the Collective Agreement or not otherwise referred to in any of the Schedules or Appendices attached hereto) in which he does not regularly work, all terms and conditions set out in this Collective Agreement (including all Schedules and Appendices attached hereto) will be maintained and the employee will continue to receive his wage rate, hours of work, and other benefits as provided for in this Collective Agreement and that are applicable in the Board Area in which he regularly works, unless the employee is working in a Board Area where such terms and conditions are specifically governed by a Schedule or Appendices forming part of this Collective Agreement. Where such Schedule or Appendices provided for more beneficial terms and conditions for the employee, then the more beneficial terms and conditions shall apply and if not the employee's regular terms and conditions shall apply.

18.03 Wages shall be paid weekly on Thursday either by cash or cheque on the job; or by direct deposit.

18.04 Each employee shall receive a statement or statements which shall indicate:

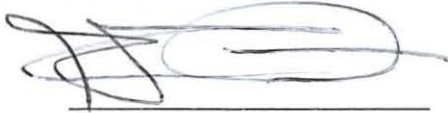
- a. the name of the employer and employee
- b. the pay period;
- c. the total hours worked at straight time;
- d. the total hours worked at overtime;
- e. the hourly rate and applicable premiums;
- f. the amount of vacation and/or statutory holiday pay;
- g. details of all deductions;
- h. the amount of traveling and board allowance;
- i. the address of the Company on the cheque stub.

ARTICLE 19 – DURATION OF AGREEMENT

19.01 This Agreement shall become effective the day of May 1st, 2019, and shall remain in effect until the 30th day of April 2022 and shall continue in force from year-to-year 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 ninety (90) days before or in a like period in any year thereafter.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 20th day of June, 2019.

FOR THE COMPANY



Signature

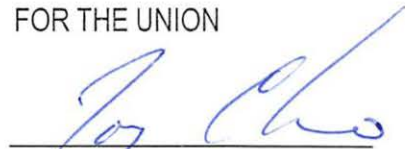
FABIO FANTINI

Print Name

PRESIDENT

Position

FOR THE UNION



Signature

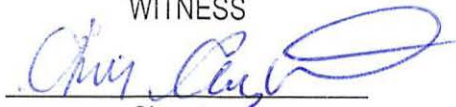
T. CAUDIANO

Print Name

AGENT

Position

WITNESS



Signature

Chris Crompton

Print Name

SCHEDULE "A"

1. "Exhibit and Display Collective Agreement" being a collective agreement between the Exhibit Builders Group of Ontario and the Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
2. "Heavy Construction Collective Agreement" being a collective agreement between the Heavy Construction Association of Ontario and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America;
3. "Residential Resilient Flooring Collective Agreement" being a collective agreement between Sterling Tile & Carpet and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
4. "Roofing Collective Agreement" being a collective agreement between the Residential Roofing Contractors Association and Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
5. "Exterior Cladding Collective Agreement" being a collective agreement between the Residential Siding Contractors Association of Greater Metropolitan Toronto and the Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
6. "High-Rise Trim Carpentry Collective Agreement" being a collective agreement between the Toronto & District Carpentry Contractors Association, acting as the representative of various contractors who are active in carpentry work in the high-rise residential sector and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
7. "Pre-Engineered Panel Collective Agreement" being a collective agreement between various independent pre-engineered panel contractors and Drywall Acoustic Lathing & Insulation Local 675, United Brotherhood of Carpenters and Joiners of America;
8. "Residential Drywall Collective Agreement" being a collective agreement between Interior Systems Contractors Association of Ontario and Drywall Acoustic Lathing & Insulation Local 675, United Brotherhood of Carpenters and Joiners of America;
9. "Caulking Collective Agreement" being a collective agreement between various independent caulking contractors and Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
10. "Residential Builders Agreement" being a collective agreement between various independent builders and Allied Construction Employees, Local 1030, United Brotherhood of Carpenters and Joiners of America;

11. "Low-Rise Residential Trim Carpentry Agreement" being a collective agreement between various independent contractors and Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America;
12. "Concrete and Drain Collective Agreement" being a collective agreement between various independent concrete and drain contractors and Allied Construction Employees, Local 1030, United Brotherhood of Carpenters and Joiners of America;
13. "Residential Framing Carpentry Collective Agreement" being a collective agreement between various contractors and Allied Construction Employees, Local 1030, United Brotherhood of Carpenters and Joiners of America.
14. "Masonry Collective Agreement" being a collective agreement between various contractors and Allied Construction Employees, Local 1030, United Brotherhood of Carpenters and Joiners of America;
15. "Site Services Collective Agreement" being a collective agreement between various contractors and Allied Construction Employees, Local 1030, United Brotherhood of Carpenters and Joiners of America.
16. "Forming Collective Agreement (Hi Rise and Low Rise)" being a collective agreement between various contractors and Allied Construction Employees, Local 1030, United Brotherhood of Carpenters and Joiners of America.

SCHEDULE "B"

- (a) All exhibit and display work;
- (b) All work in the heavy construction sector of the construction industry;
- (c) All work in connection with the installation of resilient and hardwood flooring;
- (d) All roofing work in the residential sector of the construction industry;
- (e) All work involved in the installation of aluminum and vinyl siding, eavestroughing, soffit and fascia;
- (f) All trim carpentry in high-rise residential buildings;
- (g) All trim carpentry in low-rise residential buildings;
- (h) All work involved in the installation of pre-engineered paneling in the residential sector of the construction industry;
- (i) All work involved in the installation of all drywall, and metal components to receive same, acoustical ceiling systems and thermal insulation;
- (j) All work in connection with the application of weatherstripping, caulking and sealing;
- (k) All concrete and drain work;
- (l) Site services work in the residential sector of the construction industry;
- (m) Masonry work in the residential sector of the construction industry;
- (n) All work in connection with frame carpentry in the residential sector of the construction industry; and

SCHEDULE "C"

BETWEEN: THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, on its own behalf and on behalf of the United Brotherhood of Carpenters and Joiners of America, and its Affiliated Bargaining Agents

(hereinafter referred to as the "Union")

and

Print name and

_____ (hereinafter referred to as the "Employer")

Address of Employer

WHEREAS the Union is an employee bargaining agency designated under the Ontario Labour Relations Act by the Minister of Labour;

AND WHEREAS the Union has demonstrated to the Employer that it is entitled to represent the employees of the Employer engaged in work coming within the scope of the Carpenters' Provincial Collective Agreement in the Province of Ontario and the Employer agrees that the Union is entitled to represent such employees;

NOW THEREFORE the Union and the Employer have agreed as follows:

1. The Employer recognizes the Union as the sole and exclusive bargaining agent of all journeymen and apprentice carpenters, other than millwrights, employed by the Employer in the Province of Ontario and engaged in the industrial, commercial and institutional sector of the construction industry.

2. The Employer and the Union further agree and acknowledge that this Agreement shall constitute a Voluntary Recognition Agreement within the meaning of the Ontario *Labour Relations Act, 1995* and that the Employer shall be bound by the Carpenters' Provincial Agreement made between the Carpenters Employer Bargaining Agency and the Union.

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

DATED at _____ this _____ day of _____, 20____.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE UNION

Signature

Signature

Print Name

Print Name

Position Held

Position Held

Signature of Witness

Print Name

SCHEDULE "D" (Hi-Rise)

ARTICLE 18 – JOB CLASSIFICATIONS, WAGE RATES AND BENEFITS

D18.01 The following wage rates and job classifications shall be in effect:

Board Areas 8&18

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

Carpenter

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Promotional Fund	Train. Fund	Union Admin Fund	Total
May 1, 2019	42.67	4.26	3.25	5.10	0.45	0.23	0.50	56.46
May 1, 2020	43.48	4.34	3.30	5.30	0.50	0.23	0.50	57.65
May 1, 2021	44.29	4.42	3.40	5.60	0.55	0.23	0.50	58.99

Surveyor / Layout Person

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Promotional Fund	Train. Fund	Union Admin Fund	Total
May 1, 2019	41.10	4.11	3.25	5.10	0.45	0.23	0.50	54.74
May 1, 2020	41.91	4.19	3.30	5.30	0.50	0.23	0.50	55.93
May 1, 2021	42.72	4.27	3.40	5.60	0.55	0.23	0.50	57.27

Layout person has Total Station training \$0.25 per hour

Equipment Operator / Rodman / Cement Finisher

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Promotional Fund	Train. Fund	Union Admin Fund	Total
May 1, 2019	42.37	4.23	3.25	5.10	0.45	0.23	0.50	56.13
May 1, 2020	43.18	4.31	3.30	5.30	0.50	0.23	0.50	57.32
May 1, 2021	43.99	4.39	3.40	5.60	0.55	0.23	0.50	58.66

Crane Operator (Under 200 Tons)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Promotional Fund	Train. Fund	Union Admin Fund	Total
May 1, 2019	43.37	4.33	3.25	5.10	0.45	0.23	0.50	57.23
May 1, 2020	44.18	4.41	3.30	5.30	0.50	0.23	0.50	58.42
May 1, 2021	45.99	4.49	3.40	5.60	0.55	0.23	0.50	60.76

Labourer

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Promotional Fund	Train. Fund	Union Admin Fund	Total
May 1, 2019	40.37	4.03	3.25	5.10	0.45	0.23	0.50	53.93
May 1, 2020	41.18	4.11	3.30	5.30	0.50	0.23	0.50	55.12
May 1, 2021	41.99	4.19	3.40	5.60	0.55	0.23	0.50	56.46

Certified Swamper \$0.75 per hour more than Labourer

Employee Deductions	May 1/19	May 1/20	May 1/21
Supplementary Union Dues Check-off	2%	2%	2%
** Monthly Dues	25.00	\$25.00	\$25.00
Differentials (From Base Rate)			
Foreman Differential:	\$ 3.00	\$ 3.00	\$ 3.00

Carpenter Apprentices:

- *First Term 1200 hrs. 50% of rate
- Second Term 1200 hrs. 60% of rate
- Third Term 1200 hrs. 70% of rate
- Fourth Term 1200 hrs. 80% of rate

* Pension contributions do not apply to First Term Apprentices.

** Monthly Union dues may be altered by the Union from time to time upon 30 days notice to the Company.

SCHEDULE "E"

ARTICLE 14 – HOURS OF WORK AND OVERTIME

- E14.01 The following paragraphs and sections are intended only to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.
- E14.02 The hours of work shall be Monday to Friday, with a total of forty-six (46) hours per week. The normal working day shall not exceed twelve (12) hours per day.
- E14.03 Hours worked in excess of forty-six (46) hours per week shall be paid at time and one half.
- E14.04 An employee working at least five (5) consecutive hours shall receive an unpaid meal period of not less than one half (1/2) hour, and two ten (10) minute paid breaks.
- E14.05 All hours worked on Saturdays shall be paid at time and one-half (1 1/2x), all hours worked by an employee on Sundays and any Holiday listed in this Agreement shall be paid at double time (2x) the employee's regular hourly rate, plus the regular Holiday pay, if applicable.
- E14.06 An employee who is required to work beyond his regular scheduled shift shall receive a ten (10) minute break commencing immediately after the completion of his regularly scheduled hours.