

RESILIENT FLOOR WORKERS APPENDIX

to the
Agreement
by and between

**THE CARPENTERS' EMPLOYER
BARGAINING AGENCY**
(hereinafter called the "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 of this Appendix as part of the Agreement.

In this Appendix, Association means the Resilient Flooring Contractors' Association of Ontario. (RFCAO)

ARTICLE 3 - RECOGNITION (Special Provision)

(This Special Provision qualifies the provisions of Article 3 in the master portion of the Agreement.)

- (a) The Association recognizes the Union as the sole and exclusive bargaining agent for mechanics engaged in Resilient Flooring, Carpet and Hardwood Flooring installation.
- (b) The provisions of this Appendix shall apply to and be binding upon employers primarily engaged as Resilient Flooring, Carpet, and Hardwood Flooring Contractors.
- (c) **OLRB AREA 8**

It is agreed by the parties that the signing of a Voluntary Recognition Agreement with an Employer, **which carries on business in OLRB Area 8**, grants the Employer the right to bid to General Contractor Employers and Owner Employers bound to this Agreement and as a result it is agreed that such Agreement shall only be signed by the Union on the condition that before signing such agreement it shall be submitted to the Trustees of the Funds who shall have the right to forbid signing for just cause or establish conditions to insure that the appropriate benefit payments will be made by the Employer and to establish the required security in this regard.

- (d) An Employer bound by this Agreement that is related to another Employer under common direction or control not bound by the Agreement shall be required to perform work covered by this Agreement with the Employer bound by this Agreement.

ARTICLE 4 - SUBCONTRACTING (Special Provision)

(This Special Provision is in addition to the provisions of Article 4 in the master portion of the Agreement.)

- (a) No employer bound to this appendix shall subcontract the work of the Union under the provisions of Article 19 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) Loaning of employees between employers is not permitted and will be deemed as a violation of the hiring hall provisions in this Agreement, unless there is 100% employment and then loaning will only be done with the approval of the Union.

ARTICLE 5 - UNION SECURITY (Special Provision)

- (a) (This Special Provision shall replace the provisions of Article 5.01(c) in the master portion of the Agreement.)

If the Local Union or District Council is unable to provide sufficient mechanics to meet the needs of the employer 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 Local Union or District Council having jurisdiction for the project, and shall comply with all the applicable union regulations for membership therein.

- (b) (This Special Provision shall replace Article 5.05 through 5.10 in the master portion of the Agreement.)
 - (i) Save and except in the geographic areas of Local Unions 18, 93, 2486 and 27, there shall be total mobility throughout the Province of Ontario of employees engaged as resilient floor workers save and except hardwood floor layers.
 - (ii) From one geographical area to a job or project in another geographical area, the mobility of hardwood floor layers is restricted to the transfer of the first employee. All other hardwood floor layers shall be hired from the Local Union or District Council having jurisdiction over the project.
 - (iii) In the geographic areas of Local Unions 27, 93 and 2486, the mobility of resilient floor workers as between these areas shall be as follows:

	Out of Area	L.U. or D.C.	Total
First 2 men	2	-	2
Next 4 men	-	4	6
Next 1 man	1	-	7
Next 4 men	-	4	11
Next 1 man	1	-	12
Maximum	<u>4</u>		

(iv) In the geographic area of Local Union 18, the mobility of resilient floor workers as between this area and the Province of Ontario shall be as follows:

	Out of Area	L.U. or D.C.	Total
First man	1	-	1
Next 5 men	-	5	6
Next 1 man	1	-	7
Next 4 men	-	4	11
Next 1 man	1	-	12
Maximum	<u>3</u>		

(v) In (iii) and (iv) above, the first out of area man may be a working foreman. The maximum in the above Schedules may be increased by such further employees as may be agreed upon between employer and Local Union or District Council having jurisdiction.

(c) (This Special Provision shall replace the provisions of Article 5.11 in the master portion of the Agreement.)

All referral slips issued under the provisions of this Article must be given to the Shop Steward or to the Supervisory personnel where there is no Shop Steward, before commencing work.

(i) In an effort to increase market share the following Locals have agreed to full mobility for Resilient Floor Workers. Locals 249, 397, 446, 494, 785, 1256, 1669, 1946 and 2222. Workers must report to the Local Union hall before commencing work. All benefits and remittances will be remitted to the workers Home local.

ARTICLE 6 - WAGES AND METHOD OF PAYMENT

(a) The following wage rate schedules are inserted as part of this Agreement. Where in any geographical area no schedule appears in this Appendix, the wage rate for Resilient Flooring shall be eighty-five percent (85%) of the hourly rate (plus 100% of fringe benefits) in the schedule for carpenters in the master portion of this Agreement.

(b) Except in the geographical area of Local Union 494, when prefinished hardwood flooring is glued down, it shall be considered Resilient Flooring and the wage rate for Resilient Flooring shall apply.

- (c) (This Special Provision shall be in addition to Article 6.03 in the master portion of the Agreement.)
 - (j) Each employee is to make out his time sheet daily.
 - (k) All time books are to be closed weekly.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- (a) The following hours of work schedules are inserted as part of this 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 9 - HEALTH PLANS, PENSION PLANS,
VACATION PAY FUNDS,
APPRENTICESHIP AND TRAINING FUNDS**

(Special Provision)

(This Special Provision applies only to OLRB Areas #8 and #18 and for employers performing work in those areas. It replaces Article 9.07(b) in the master portion of the Agreement.)

- (a) Notwithstanding Article 9.01 of the Master Portion of the Collective Agreement, the Resilient Floor Workers Benefit Trust Funds shall be jointly trusted by equal numbers of Union and Management Trustees.
- (b) Failure on the part of any employer to make such remittances by the 18th day of the month due will result in a penalty of five percent (5%) interest per month or portion thereof.

ARTICLE 10 - ASSOCIATION ADMINISTRATION FUND

Each employer bound by this Appendix shall contribute in accordance with Schedule D to the RFCAO.

**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) The employer agrees that employees will be compensated for tools and/or clothing lost by fire, industrial mishap, or burglary, all as supported by claims promptly submitted in writing by the employee, who must have a toolbox with a lockable device and substantiating evidence to establish the loss from the designated locked storage. Employees shall file with their employers, a listing of their tools and the employer's liability hereunder shall be limited to such listing. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$800. The employer's liability shall not exceed \$150 for clothing.

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

(This Special Provision shall replace Article 14 in the master portion of the Agreement.)

- (a) The Business Representative of the Union shall have access to all jobs during working hours and shall discuss his business with the Supervisory personnel of the employer.
- (b) Every shop shall have a Shop Steward who shall be selected in a manner prescribed by the Union and the employer agrees to recognize such Steward. The Union undertakes to keep the employer informed of such selected Stewards in writing. No discrimination shall be shown against any Shop Steward for carrying out his duties.
- (c) The Shop Steward shall be one of the last two (2) men retained by the employer, provided he is qualified to do the available work.

**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) Mechanics, except carpenters engaged to lay hardwood floor, shall provide themselves with the following approved list of tools:

Hammer	Cold Chisel	Sharpening Stone
Dividers	Scribers	Nail Sets
Hack Saw	Trowel	Chalkline
Files	Pinch Bar	Screw Drivers
Snips	Seam Rollers	Adhesive Spreaders
Hand Saw	Lino Knives	Stanley Blade Knife

In addition, carpet mechanics shall provide themselves with the following approved list of tools:

Magnetic Hammer	Pinch Bar	Trimmer
Carpet Kicker	Shears	Napping Scissors
Stair Tool	Trimming Scissors	Smooth-Edge Shears
Carpet Knife	Protective Goggles	Walltrimmer
Staple, Hammer		

(Employer to supply Trimmer Blades and Staples.)

(b) **Qualifications and Regulations of Contracting Employers**

It is understood and agreed that any employer signing this Agreement that supplies carpet, resilient and related floor coverings, will have such materials installed by his own employees and must meet all qualifications and regulations contained herein, retaining his own work force at all times.

The employer shall have a designated place` of business devoted substantially to carpet and resilient floor covering materials, open and manned by personnel for business at least forty (40) hours per week and a business telephone listed in the firm name of the signatory employer to facilitate contacting such employer for the purpose of administering this Agreement.

The place of business cannot be conducted from any residence, house, garage or any premises occupied as living quarters.

(c) No member of the Union will work on a project covered by this Agreement where an employer or a member of the firm is working with the tools. In Board Area 8 no member of the Union will work on a project covered by this Agreement where an employer **or his or her spouse** or a member of the firm is working with the tools.

d) All employees covered by this Agreement, while working at the trade are encouraged to wear Employer designated uniforms, clean carpenters overalls or white work pants with a white work shirt.

ARTICLE 17 - APPRENTICES (Special Provision)

Subject to the provisions of the Trade Qualification and Apprenticeship Act.

During the term of this Agreement all newly indentured apprentices employed shall be required to serve 6000 hours at the trade before graduating as a journeyman of the craft, and shall receive the following rate of wages for all types of work performed unless stated otherwise in the Local Union wage schedules:

1 st period 0 - 1000 hours	40% of journeyman rate
2 nd period 1000 - 2000	50% of journeyman rate
3 rd period 2000 - 3000	60% of journeyman rate
4 th period 3000 - 4000	70% of journeyman rate
5 th period 4000 - 5000	80% of journeyman rate
6 th period 5000 - 6000	90% of journeyman rate

- (a) Apprentices may be employed on the following basis: One apprentice to the first steady journeyman employed; and one additional apprentice to the next three steady journeymen employed; that is to say, one apprentice for one journeyman, two apprentices for four journeymen, three apprentices for seven journeymen, etc.
- (b) First, second and third year apprentices shall work with the tools only in the company of at least one journeyman of the trade.
- (c) An apprentice may not be in charge of a job where a journeyman is present.
- (d) An apprentice may work out of town as long as he is in the company of a journeyman. Out of town jobs shall be defined as those on which it is necessary for the employee to remain overnight.

Training Requirements:

Apprentices must attend and complete the required training courses before receiving an increase in the percentage of the journeymen rate as per the Local Apprenticeship Committee.

Journeymen must attend and complete the training courses to fulfil all of the requirements of the trade when required to do so by the Union.

The Employer of an apprentice shall grant time off for the apprentice to attend in school training. Where an employer is given advance notice in writing, failure to grant time off for apprentices to attend in school training shall constitute a violation of the Collective Agreement.

ARTICLE 19 - WORK JURISDICTION

(Special Provision)

- (a) The employer recognizes the trade jurisdiction of the Union and agrees to assign work of such jurisdiction to the employees covered by this Appendix.
- (b) This Appendix shall cover such work as the removal of existing vinyl, asphalt, carpet, wood and sub-floors from existing floors prior to the preparation of sub-surfaces to receive - preparation of layment of resilient surfaces to receive - the laying of plywood as underlayment to receive - the fitting of all devices, metal or otherwise, drilling of holes, etc. to receive - the complete installation of the following materials on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds. Installation of self-levelling cushion flooring. ie. Sports Flooring
- (c) Resilient floor covering or surfacing such as asphalt, carpet, carpet tile, cork, mastic, linoleum, plastic, rubber, vinyl, in tile casting or sheet form, insitu flooring or surfacing such as hot or cold mastic, hot or cold plastic,

epoxies, polyesters, vinyls, natural or synthetic latex, magnesite in liquid compound moulded or molten form.

- (d) Draperies and blinds or metal, natural or synthetic fabric or other synthetic materials. The laying of hardwood floors including the laying of sleepers, sub floors, sanding, finishing, sealing, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring.

L.U. 18

Resilient Floor Workers
Article 6 - SCHEDULE D

Hamilton (Zone 1)

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

Hardwood Floor Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$31.11	\$3.11	\$2.67	\$6.05	\$42.94
May 1/08	\$31.94	\$3.19	\$2.82	\$6.20	\$44.15
May 1/09	\$32.77	\$3.27	\$2.97	\$6.35	\$45.36

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$29.14	\$2.91	\$2.67	\$6.05	\$40.77
May 1/08	\$29.97	\$2.99	\$2.82	\$6.20	\$41.98
May 1/09	\$30.79	\$3.08	\$2.97	\$6.35	\$43.19

Employer Contributions

	May 1/07	May 1/08	May 1/09
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.40	\$0.44	\$0.46
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$0.97	\$1.03	\$1.09

Employee Deductions

	May 1/07	May 1/08	May 1/09
Union Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$1.29	\$1.38	\$1.47

Foreman Differential:

10 %	10 %	10 %
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Lead Hand

5 %	5 %	5 %
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Apprentice: Hardwood Floor Layers

	May 1/07	May 1/08	May 1/09
1 st six months - 50% of journeyman rate	\$15.56	\$15.97	\$16.39
2 nd six months - 55% of journeyman rate	\$17.11	\$17.57	\$18.02
2 nd year - 65% of journeyman rate	\$20.22	\$20.76	\$21.30
3 rd year - 75% of journeyman rate	\$23.33	\$23.96	\$24.58
4 th year - 85% of journeyman rate	\$26.44	\$27.15	\$27.85

Apprentice: Resilient Floor and Carpet Layers

	May 1/07	May 1/08	May 1/09
1 st 1000 hr period-50% of journeyperson rate	\$14.57	\$14.99	\$15.40
2 nd 1000 hr period-55% of journeyperson rate	\$16.03	\$16.48	\$16.93
3 rd 1000 hr period-60% of journeyperson rate	\$17.48	\$17.98	\$18.47
4 th 1000 hr period-70% of journeyperson rate	\$20.40	\$20.98	\$21.55
5 th 1000 hr period-80% of journeyperson rate	\$23.31	\$23.98	\$24.63
6 th 1000 hr period-90% of journeyperson rate	\$26.23	\$26.97	\$27.71

Foreman Ratio and Definition

When more than five (5) floor workers are on the project, one (1) shall be a Foreman to give orders to the other employees, and he shall be paid at the foreman's rate. This arrangement is only when there is no 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 Local 18 work permit.

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 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x	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) When employees work a shift other than the day shift (8:00 a.m. - 4:30 p.m.) then all work performed for the first seven (7) hours from Monday to Friday, shall be paid at the rate of one and one-seventh (1-1/7) per hour.
- (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 8:00 a.m. - Night Shift
- 8:00 a.m. to 4:30 p.m. - Day Shift
- 4:00 p.m. to 12:00 midnight - 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, as well as a ten minute break. 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.

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 given a six hour CSAO WHMIS, and fall arrest training course 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) Employee's 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 to CSAO standards or better. The contractors agree to aggressively encourage their employee's to attend training and upgrading programs offered by the Union.

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-two cents (.42) per kilometre each way effective May 1, 2007, which increases to forty-four cents (.44) on May 1, 2008, forty-five cents (.45) per kilometre each way effective May 1, 2009. 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.

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

Resilient Floor Workers
Article 6 - SCHEDULE D

Niagara (Zone 2)

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

Hardwood Floor Layers, Sander & Finishers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$30.24	\$3.03	\$2.67	\$6.05	\$41.99
May 1/08	\$31.53	\$3.15	\$2.82	\$6.20	\$43.70
May 1/09	\$32.77	\$3.27	\$2.97	\$6.35	\$45.36

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$28.55	\$2.85	\$2.67	\$6.05	\$40.12
May 1/08	\$29.66	\$2.97	\$2.82	\$6.20	\$41.65
May 1/09	\$30.79	\$3.08	\$2.97	\$6.35	\$43.19

Employer Contributions

	May 1/07	May 1/08	May 1/09
Association Administration Fund (Includes Ont. Const. Secretariat Fund)	\$0.40	\$0.44	\$0.46
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$0.97	\$1.03	\$1.09

Employee Deductions

	May 1/07	May 1/08	May 1/09
Union Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off	\$1.29	\$1.38	\$1.47

Foreman Differential:

10 % 10 % 10 %

Lead Hand:

5 % 5 % 5 %

Apprentice: Hardwood Floor Layers

	May 1/07	May 1/08	May 1/09
1 st six months - 50% of journeyman rate	\$15.12	\$15.76	\$16.39
2 nd six months - 55% of journeyman rate	\$16.63	\$17.34	\$18.02
2 nd year - 65% of journeyman rate	\$19.66	\$20.49	\$21.30
3 rd year - 75% of journeyman rate	\$22.68	\$23.64	\$24.58
4 th year - 85% of journeyman rate	\$25.70	\$26.79	\$27.85

Apprentice: Resilient Floor and Carpet Layers

		May 1/07	May 1/08	May 1/09
1 st	1000 hr period-50% of journeyman rate	\$14.28	\$14.83	\$15.40
2 nd	1000 hr period-55% of journeyman rate	\$15.70	\$16.31	\$16.93
3 rd	1000 hr period-60% of journeyman rate	\$17.13	\$17.80	\$18.47
4 th	1000 hr period-70% of journeyman rate	\$19.99	\$20.76	\$21.55
5 th	1000 hr period-80% of journeyman rate	\$22.84	\$23.73	\$24.63
6 th	1000 hr period-90% of journeyman rate	\$25.70	\$26.69	\$27.71

Foreman Ratio and Definition

When more than five (5) floor workers are on the project, one (1) shall be a Foreman to give orders to the other employees and he shall be paid at 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.

Article 7 - SCHEDULE D

	Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
		After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
May 1/07	8/40	1½x - 1 st hr 2x after	2x	2x	2 nd & 3 rd 1-¼x	2 x 10 min.	2 hrs.	1 hr.
May 1/08	8/40	1½x 1 st 2 hrs 2x after	2x	2x	2 nd & 3 rd 1-¼x	2 x 10 min.	2 hrs.	1 hr.
May 1/09	8/40	1½x 1 st 2 hrs 2x after	2x	2x	2 nd - 15% 3 rd - 20%	2 x 10 min.	2 hrs.	1 hr.

Working Hours

- (a) The normal working hours shall be forty (40) hours per week and eight (8) hours per day, Monday through Friday inclusive.
- (b) No employee shall be allowed to work more than one (1) shift in any twenty-four (24) hour period.
- (c) 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.
- (d) 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.
- (e) Clarification of shift terminology:
 - 3rd- 12:00 a.m. to 8:00 a.m.
 - 1st- 8:00 a.m. to 4:30 p.m.
 - 2nd- 4:00 p.m. to 11:59 p.m.
- (f) Shift work shall be worked when requested by the Employer. It is agreed and understood that shift work shall be comprised of at least two (2)

separate working shifts in any one (1) twenty-four hour period. Shift premiums for the second and third shift is 1¼ times the regular rate. Effective May 1, 2009 the afternoon shift premium will be an additional 15% per hour based on the current rate in the agreement. The night shift premium will be an additional 20% per hour based on the current rate in the agreement.

Majority of hours to be worked will determine which shift premium would be applicable (before or after midnight). Shift premiums are not to be included when overtime rates are being paid.

- (g) All shift work lunch breaks would be paid by the Employer at applicable rate. No Employee shall be permitted to work more than one (1) shift in any twenty-four hour period unless overtime rates are in effect. The termination of any shift schedule shall always be not later than 11:59 p.m.
- (h) 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 where practical.
- (i) In the event an Employee is called out on a job on Saturday, Sunday or a Holiday as listed in Article 8.01(a), or after regular daily hours, he shall receive a minimum of four (4) hours' pay at the overtime rate.
- (j) There shall be an overtime meal allowance for hours worked by an Employee after his regular shift as follows: lunch break of one-half (½) hour at 4:30 p.m. when overtime is over three (3) hours and a free meal every four (4) hours, starting at the end of the normal shift, with meal period at straight time rates.
- (k) Overtime shall be taken as those hours worked before or after regular working day hours. All Saturday, Sunday and Holidays shall be paid at double time (2x).
- (l) No work shall be performed on Labour Day except in case of emergency.
- (m) 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.
- (n) 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 Employee (bus in and out on company time). Transportation will be supplied by the company with properly seated vans or buses.
- (o) When men are being conveyed from point to point on site this shall be done with properly seated vans or buses.

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 given a six hour CSAO WHMIS, and fall arrest training course 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) Employee's 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 to CSAO standards or better. The contractors agree to aggressively encourage their employee's to attend training and upgrading programs offered by the Union.

Travelling Time and Transportation

- (a) An area encompassed by a circle with a radius of twenty (20) kilometres having its centre in Allanburg, Ontario, shall be classed as a free zone, travelling time and transportation would not be payable for work performed within this zone.
- (b) For work performed outside of this zone, the following amounts would be paid for transportation and travelling time:

0-8 km. Outside of perimeter of free zone -	\$8.55 per day
8-16 km. Outside of perimeter of free zone -	\$10.17 per day
16-24 km. outside of perimeter of free zone -	\$11.71 per day
24-32 km. outside of perimeter of free zone -	\$13.32 per day
- (c) For any travelling to and from work done by an employee whether in the free zone or in a zone where payment is made, the employer shall so arrange that the employee is covered by the terms of the Workers' Compensation Act.

- (d) Beyond thirty-two (32) kilometres outside perimeter of free zone, sixteen dollars and fifty-three cents (\$16.53) per day shall be paid.
- (e) Where employees by specific arrangement with the employer are requested to use their vehicles for transportation, they shall receive thirty-fourty-two cents (.42) per km effective May 1, 2007, from shop to job, job to job and job to shop. Effective May 1, 2008 the rate increases to forty-four (.44) cents, and further increases on May 1, 2009 to forty-five (.45) cents.
- (f) 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.

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.

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Toronto

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

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$30.97	\$3.10	\$2.51	\$4.63	\$41.21
May 1/08	\$32.06	\$3.21	\$2.56	\$4.88	\$42.71
May 1/09	\$32.97	\$3.30	\$2.65	\$5.14	\$44.06

Total Wage Package includes a Premium Transportation Allowance for OLRB Area #8.

Employer Contributions	May 1/07	May 1/08	May 1/09
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.46	\$0.46	\$0.46
Apprenticeship Training Fund (Including Carpenters' District Council of Ontario Training Trust Fund)	\$0.50	\$0.50	\$0.50
Carpenters' Industry Promotional Fund (CIPF)	\$1.33	\$1.33	\$1.43
Employee Deductions	May 1/07	May 1/08	May 1/09
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Apprenticeship Fund	\$0.05	\$0.10	\$0.10
Union Dues Check-off	2% of Gross Earnings		
Foreman Differential:	10%		

A foreman shall be required only when there are eight (8) or more employees on a job.

Health and Welfare/Pension:

The above noted contributions for Health and Welfare and Pension shall be allocated between the Welfare Plan and the Pension Plan from time to time by the Board of Trustees of the Resilient Floor Workers Trust Fund.

Apprentices:	May 1/07	Health & Welfare	Pension
(began Apprenticeship May 24/04 or later)			
0-1000 hours - 40% of Journeyperson rate	\$12.39	\$2.51	
1001-2000 hours - 50% of Journeyperson rate	\$15.49	\$2.51	\$4.08
2001-3000 hours - 60% of Journeyperson rate	\$18.58	\$2.51	\$4.19
3001-4000 hours - 70% of Journeyperson rate	\$21.68	\$2.51	\$4.30
4001-5000 hours - 80% of Journeyperson rate	\$24.78	\$2.51	\$4.41
5001-6000 hours - 90% of Journeyperson rate	\$27.87	\$2.51	\$4.52

Apprentices:	May 1/08	Health & Welfare	Pension
(began Apprenticeship May 24/04 or later)			
0-1000 hours - 40% of Journeyperson rate	\$12.82	\$2.56	
1001-2000 hours - 50% of Journeyperson rate	\$16.03	\$2.56	\$4.33
2001-3000 hours - 60% of Journeyperson rate	\$19.24	\$2.56	\$4.44
3001-4000 hours - 70% of Journeyperson rate	\$22.44	\$2.56	\$4.55
4001-5000 hours - 80% of Journeyperson rate	\$25.65	\$2.56	\$4.66
5001-6000 hours - 90% of Journeyperson rate	\$28.85	\$2.56	\$4.77

Apprentices:	May 1/09	Health & Welfare	Pension
(began Apprenticeship May 24/04 or later)			
0-1000 hours - 40% of Journeyperson rate	\$13.19	\$2.65	
1001-2000 hours - 50% of Journeyperson rate	\$16.49	\$2.65	\$4.59
2001-3000 hours - 60% of Journeyperson rate	\$19.78	\$2.65	\$4.70
3001-4000 hours - 70% of Journeyperson rate	\$23.08	\$2.65	\$4.81
4001-5000 hours - 80% of Journeyperson rate	\$26.38	\$2.65	\$4.92
5001-6000 hours - 90% of Journeyperson rate	\$29.67	\$2.65	\$5.03

Apprentices:	May 1/07	Health & Welfare	Pension
(Apprentices who joined prior to May 24/04)			
1 st Yr-50% of Journeyperson rate	\$15.49	\$2.51	\$4.08
2 nd Yr-60% of Journeyperson rate	\$18.58	\$2.51	\$4.19
3 rd Yr-70% of Journeyperson rate	\$21.68	\$2.51	\$4.30
4 th Yr-85% of Journeyperson rate	\$26.32	\$2.51	\$4.47

Apprentices:	May 1/08	Health & Welfare	Pension
(Apprentices who joined prior to May 24/04)			
1 st Yr-50% of Journeyperson rate	\$16.03	\$2.56	\$4.33
2 nd Yr-60% of Journeyperson rate	\$19.24	\$2.56	\$4.44
3 rd Yr-70% of Journeyperson rate	\$22.44	\$2.56	\$4.55
4 th Yr-85% of Journeyperson rate	\$27.25	\$2.56	\$4.72

Apprentices:	May 1/09	Health & Welfare	Pension
(Apprentices who joined prior to May 24/04)			
1 st Yr-50% of Journeyperson rate	\$16.49	\$2.65	\$4.59
2 nd Yr-60% of Journeyperson rate	\$19.78	\$2.65	\$4.70
3 rd Yr-70% of Journeyperson rate	\$23.08	\$2.65	\$4.81
4 th Yr-85% of Journeyperson rate	\$28.02	\$2.65	\$4.98

Special Provisions

- (a) Where the Trustees find an employer to be a deliberate delinquent in forwarding or delivering contributions and/or deductions, the employer shall post a bond or certified cheque in a reasonable amount for a specified period(s) to be determined by the Trustees for each trust fund and/or plan to which the employer is required to make contributions and/or deductions such bond or certified cheque to be held in trust by the Trustees for a period to be determined by the Trustees. The Trustees are authorized to apply the security against any further delinquency.
- (b) The employer will not request any member of the Union to work for a lesser rate of wages, or enter into any agreement to work on piecework and/or contract basis.

Union Security

The Union shall strictly enforce the provisions of Article 5.01(b) in the Master Portion of the Carpenters Provincial Collective Agreement.

Disbursement of Vacation Fund Interest

- (a) The interest earned by investment of the monies in such fund shall firstly be applied against administration costs of the vacation pay fund and any deficit caused by the delinquency of a contributing employer, held as a reserve.

Standard Hours	Overtime			Shifts Premium	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday	Sunday and Holidays			General	Inclement Weather
8/37½ to 2pm Friday	1½ x 1 st 3 hrs. 2x after	1½ after 4pm 2x after see (f) below	2x	1¼ 1st 7½ hrs. 2x after	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be 8:00 a.m. to 4:30 p.m. Monday to Thursday; Friday - 8:00 a.m. to 2:00 p.m. including a thirty (30) minute break for lunch. Any work done outside of these hours shall be on a basis of time and one-half between 4:30 p.m. to 7:30 p.m. and double time thereafter. Starting at 7:30 a.m. shall be only with the approval of the union and the member.
- (b) The employer agrees that all employees will be allowed a coffee break during the hours of work in each half of their respective shifts. Coffee breaks and lunch breaks shall not be taken during the last hour of the shift.
- (c) Eight (8) hours shall constitute a working day Monday to Thursday - Friday five and one-half (5½) hours, thirty-seven and one-half (37½) hours per week. All time worked in excess of this shall constitute overtime and shall be paid as provided in (e) of this schedule. Nothing herein may be construed to mean a guaranteed number of hours per week.

- (d) Any work performed in excess of the regular working periods described in (a) and (b) shall be deemed as overtime work and paid as follows:
- Saturdays: Time and one-half 8:00 a.m. to 4:00 p.m.
(double time thereafter)
- Saturdays: Double time for all new construction (New Buildings)
- Sundays: Double time
- Overtime rates herein described shall be paid for working periods on job sites only.
- (e) Night Work: It is agreed that where it is impossible to work between the hours of 8:00 a.m. to 4:00 p.m. the work shall be done as night work. "All night work performed from midnight Sunday to Thursday night shall be reimbursed at the rate of time and one-eighth (1 1/8)." It is understood by the parties that this applies only to the first eight (8) hours of work, with all work performed after eight (8) hours to be paid at time and one-half (1 1/2). Work to be classed as night work must be at least two (2) consecutive nights' duration, so planned that the man will not lose time by working said two (2) consecutive nights, otherwise all night work must be paid at the double time rate. Night work starts at midnight Sunday to Thursday night.
- (f) Any work performed on Saturdays, Sundays or holidays shall be overtime. The parties agree to amend overtime for Saturday work to double-time (2X) the applicable rate for all new construction (new buildings).
- (g) Notwithstanding the above provisions, if a job commences and finishes on Friday, the hours of work shall be eight (8) hours at straight time rates.

Occupied Premises

It is agreed that where it is impossible to work between the hours of 8:00 a.m. to 4:00 p.m. the work shall be done as night work and the rate of pay to be paid for such night work shall be one and one-eighth (1 1/8) times the regular rate for the first eight (8) or nine (9) hours subject to mutual consent of the parties. All work done thereafter shall be at the overtime rate of double time. Work to be classed as night work must be at least two (2) consecutive nights' duration, so planned that the man will not lose time by working said two (2) consecutive nights, otherwise all night work must be paid at the double time rate.

Travelling Expenses

- (a) If the employees travel in a company vehicle, they shall not be entitled to travelling expense allowance but shall be paid their hourly rate from the shop to the job.
- (b) If the employees use their cars for the employers' convenience, carrying material to commence a job, material for repairs and travelling between jobs during working hours they shall receive forty cents (.40) for every kilometre travelled and parking fees plus their hourly rate. These expenses shall be paid weekly. It shall not be deemed a violation of this Collective Agreement

if an employee refused to carry material and/or equipment or use his own personal vehicle on company business.

- (c) Travelling time to and from jobs located outside a radius of forty (40) kilometres from the City Hall, shall be at the hourly rate. Kilometrage at forty cents (.40) per kilometre to and from the job and pay to be reckoned with from the employer's place of business. Payment by the employer to workmen for Saturday and Sunday layover on out of town jobs shall not exceed the equivalent of the established cost of board and lodgings for those days.
- (d) Employees who are sent out of town shall be paid a sum equal to reasonable room and board equivalent to hotel accommodation if not otherwise available and transportation costs. Expense money to cover same shall be paid, in advance, by the employer. The employee to furnish receipts for all expenses to his employer. The employee to furnish receipts for all expenses to his employer when so required. The parties agree that the Employer shall reimburse employees for out of town expenses, including weekends, in a lump sum. It shall be at the discretion of the employee whether or not to apply that amount to room and board or travel back to their home.
- (e) Employees when riding in company and/or private trucks will only ride in the cab of said vehicle.

Downtown Parking

The Employer agrees to reimburse the employee for the first day (to bring tools in) and last day (to remove tools) of employment on the job site.

Article 14 -Business Representative and Steward

Notwithstanding Article 14(c) of this Appendix, in the geographic area of Local 27, the Shop Steward shall be one of the last six (6) men retained by the Employer, provided he is qualified to do the available work.

Article 16 - General Working Conditions

- (a) Notwithstanding Article 16(c) of this Appendix, in the geographic area of Local 27, no owner or management persons shall perform work with the tools on any project, except for lay-out and training purposes.
- (b) In addition to the tools indicated in Article 16 of the Master Portion the following are also required:
 - 25' Tape Measure
 - Assorted Knives required
 - Square/Straight Edge
 - Floor Tile Cutter
 - Seaming Iron (Employee to provide, Employer to maintain)

- (c) All employees covered by this Agreement, while working at the trade, are encouraged by the Employer to wear Employer designated uniforms, clean Carpenter overalls or white work pants with a white work shirt.

Article 17 - Apprentices

- (a) Apprentices must attend and complete the required training courses before receiving an increase in the percentage of the journeymen rate as per the Local Apprenticeship Committee.
- (b) Journeymen must attend and complete the required training courses to fulfil all of the requirements of the trade when required to do so by the Union.
- (c) Employers of such Apprentices and Journeymen shall enforce these provisions and failure to do so shall constitute a violation of this Agreement and shall be subject to a claim for damages.

L.U. 93

Resilient Floor Workers
Article 6 - SCHEDULE D

Ottawa (Zones 1, 2 and 3)

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

Hardwood Floor Layers, Sander & Finishers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$30.00	\$3.00	\$2.29	\$5.63	\$40.92
May 1/08	\$30.81	\$3.08	\$2.39	\$5.73	\$42.01
May 1/09	\$31.90	\$3.19	\$2.44	\$5.83	\$43.36

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$28.56	\$2.86	\$2.29	\$5.63	\$39.34
May 1/08	\$29.37	\$2.94	\$2.39	\$5.73	\$40.43
May 1/09	\$30.46	\$3.05	\$2.44	\$5.83	\$41.78

Truck Drivers

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$25.69	\$2.57	\$2.29	\$5.63	\$36.18
May 1/08	\$25.60	\$2.65	\$2.39	\$5.73	\$37.27
May 1/09	\$27.59	\$2.76	\$2.44	\$5.83	\$38.62

Flooring Mechanics

(on projects where the General Contractor is non-union)

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$27.98	\$2.80	\$2.29	\$5.63	\$38.70
May 1/08	\$28.79	\$2.88	\$2.39	\$5.73	\$39.79
May 1/09	\$29.88	\$2.99	\$2.44	\$5.83	\$41.14

Employer Contributions

	May 1/07	May 1/08	May 1/09
Association Administration Fund (including Ont. Const. Secretariat Fund)	\$0.40	\$0.44	\$0.46
Carpenters' District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06
Local 93 - Apprenticeship and Training	\$0.52	\$0.57	\$0.62
Local 93 - Market Recovery Fund	\$0.62	\$0.68	\$0.78

Employee Deductions	May 1/07	May 1/08	May 1/09
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Union Dues Check-off: 2.6% of Gross Rate (base rate = 4% + 6% Hol.)	\$0.86	\$0.88	\$.91

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

Apprentice: Hardwood Floor Layers, Sanders & Finishers

	May 1/07	May 1/08	May 1/09
1 st Year - 50% of journeyperson rate	\$15.00	\$15.40	\$15.95
2 nd Year - 65% of journeyperson rate	\$19.50	\$20.03	\$20.73
3 rd Year - 80% of journeyperson rate	\$24.00	\$24.65	\$25.52
4 th Year - 90% of journeyperson rate	\$27.00	\$27.73	\$28.71

Apprentice: Resilient Floor and Carpet Layers

	May 1/07	May 1/08	May 1/09
1 st period 0-1000 hrs -40% of journeyperson rate	\$11.43	\$11.75	\$12.18
2 nd period 1000-2000 hrs- 50% of journeyperson rate	\$14.28	\$14.68	\$15.23
3 rd period 2000-3000 hrs- 60% of journeyperson rate	\$17.14	\$17.62	\$18.28
4 th period 3000-4000 hrs- 70% of journeyperson rate	\$20.00	\$20.56	\$21.32
5 th period 4000-5000 hrs- 80% of journeyperson rate	\$22.86	\$23.50	\$24.37
6 th period 5000-6000 hrs- 90% of journeyperson rate	\$25.71	\$26.43	\$27.41

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 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular hours of work shall be as follows: Forty (40) hours a week, and eight (8) hours a day, to be worked between the hours of 8:00 a.m. and 4:30 p.m. from Monday through Friday inclusive, with one half hour taken at noon for lunch. When mutually agreed upon by the employer and the union, the hours of work as aforementioned, may be from 7:45 a.m. to 4:15 p.m. or from 7:30 a.m. to 4:00 p.m.
- (b) Five minutes shall be allowed at the end of each day or shift for Floor Mechanics and Apprentices to pick up their tools.
- (c) The starting point at starting time shall be at ground level except on those projects which provide personnel hoisting facilities. In the latter case, the starting point at starting time will be the designated work position.

- (d) All work during the first two (2) hours after the end of the regular working day as provided for above on Monday through Friday inclusive, shall be paid at the rate of one and one-half times the rate established herein for work during the regular working period. All other overtime work shall be paid at twice the rate established herein for work performed during the regular working period. Where employees are required to work overtime, they shall be allowed a fifteen (15) minute break period without loss of wages. Where the overtime period exceeds two (2) hours, they shall receive \$15.00 as a food allowance.
- (e) Where work cannot reasonably be performed during the regular hours mentioned above, it may be performed during other hours providing no more than eight (8) hours is worked in a twenty-four hour period. In such cases a premium of one dollar (\$1.00) per hour over and above the basic rate will be paid.
- (f) All work performed on Saturday and Sunday shall be considered as overtime and shall be paid at twice the regular hourly rate.
- (g) On non-union jobs or projects where the General Contractor is non-union the Hours of Work sections are modified as follows:
 - (a) The regular starting time of 8:00 a.m. may be varied one half hour either way.
 - (d) 1. All overtime except Sunday and Statutory Holidays will be paid at time and one-half.
2. No food allowance will be paid.
- (f) Delete Saturday.

L.U. 494

Resilient Floor Workers
Article 6 - SCHEDULE D

Windsor

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

Hardwood Floor Layers, Sanders & Finishers

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	WCB 162	Pension	Total
May 1/07	\$30.41	\$3.04	\$2.44	\$0.05	\$5.00	\$40.94
May 1/08	\$31.27	\$3.13	\$2.59	\$0.05	\$5.00	\$42.04
May 1/09	\$32.14	\$3.21	\$2.74	\$0.05	\$5.00	\$43.14

Resilient Floor and Carpet Layers

Effective Date	Hourly Rate	Vacation & Holiday Pay 10%	Health & Welfare	WCB 162	Pension	Total
May 1/07	\$29.64	\$2.96	\$2.44	\$0.05	\$5.00	\$40.09
May 1/08	\$30.50	\$3.05	\$2.59	\$0.05	\$5.00	\$41.19
May 1/09	\$31.36	\$3.14	\$2.74	\$0.05	\$5.00	\$42.29

Employer Contributions	May 1/07	May 1/08	May 1/09
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.40	\$0.44	\$0.46
Local 494 Journeyman and Apprenticeship Training Fund	\$0.45	\$0.55	\$0.65
Carpenters District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.25	\$0.25	\$0.25
Employee Deductions	May 1/07	May 1/08	May 1/09
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$1.49	\$1.54	\$1.59
Foreman Differential:	15%	15%	15%
Leader Differential:	10%	10%	10%

Apprentices: Hardwood Floor Layers, Sanders and Finishers
- see Hours and percentages in General Carpenter Schedule (Page 101).

Apprentices:	Resilient Floor and Carpet Layers:		
	May 1/07	May 1/08	May 1/09
0-1000 hrs - 40% of journeyperson rate	\$11.86	\$12.20	\$12.54
1001-2000 hrs - 50% of journeyperson rate	\$14.82	\$15.25	\$15.68
2001-3000 hrs - 60% of journeyperson rate	\$17.78	\$18.30	\$18.82
3001-4000 hrs - 70% of journeyperson rate	\$20.75	\$21.35	\$21.95
4001-5000 hrs - 80% of journeyperson rate	\$23.71	\$24.40	\$25.09
5001-6000 hrs - 90% of journeyperson rate	\$26.68	\$27.45	\$28.22

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 Employees 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.

"SUNSET" (In reference to Probationary)

This article shall have as its termination date April 30, 2010 and shall not continue beyond April 30, 2010 unless mutually agreed by the parties.

Local 494 Journeyman & Apprenticeship Training Trust 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 Journeyman & Apprenticeship Training Trust Fund to the LAC.
- (d) Require all employees to have available, at all times the "Personal Health and Safety Record booklet provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.

Foreman Ratio and Definition

- (a) For the purpose of this Agreement, a Foreman is hereby defined as an employee having supervisory capacity over five (5) or more floor workers.
- (b) A Leader is hereby defined as an employee having some supervisory capacity over one (1) to four (4) floor workers (exclusive of Leader) who, in addition to such supervisory capacity is also required to perform his regular duties as a floor worker with the use of tools and/or equipment.

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.

Premium Pay

- (a) Employees working on scaffolding or swing stage forty feet (40') above ground level of unprotected area shall receive fifty cents (.50) per hour above the regular rate, excluding the work that falls under the jurisdiction of the National Chimney Agreement.

Article 17 - Apprentice

When hiring the employer agrees to hire and employ a carpenter apprentice at the Union's request, but in no event shall the employer be required to employ more apprentices than the ratio as prescribed in the Regulations, unless by mutual consent between the Union and the employer.

NO APPRENTICE SHALL ACT IN A SUPERVISORY CAPACITY

Transportation & Transfer

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 \$25.00 per day.

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.

Board Allowance

Employees working outside the jurisdiction of Local 494 - the employer shall pay for all lodging, transportation and meal allowance of \$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 to a room.

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.

L.U. 1946

**Resilient Floor Workers
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 1/07	\$27.76	\$2.78	\$2.44	\$5.63	\$38.61
May 1/08	\$28.49	\$2.85	\$2.59	\$5.73	\$39.66
May 1/09	\$29.31	\$2.93	\$2.74	\$5.83	\$40.81

Employer Contributions	May 1/07	May 1/08	May 1/09
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.40	\$0.44	\$0.46
Apprenticeship Training Fund	\$0.30	\$0.35	\$0.40
Carpenters District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06
Union Promotion Fund	\$0.20	\$0.20	\$0.20
Employee Deductions	May 1/07	May 1/08	May 1/09
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	\$0.89	\$1.03	\$1.17
Foreman Differential:	\$2.75 above Journeyman's Rate		

Apprentices: No pension contribution is to be made for the first 1000 hours for a first year apprentice.

Apprentices:	May 1/07	May 1/08	May 1/09
1 st period (0-1000 hrs) - 40% of journeyperson rate	\$11.10	\$11.40	\$11.72
2 nd period (1000-2000 hrs) - 50% of journeyperson rate	\$13.88	\$14.25	\$14.66
3 rd period (2000-3000 hrs) - 60% of journeyperson rate	\$16.66	\$17.02	\$17.59
4 th period (3000-4000 hrs) - 70% of journeyperson rate	\$19.43	\$19.94	\$20.52
5 th period (4000-5000 hrs) - 80% of journeyperson rate	\$22.21	\$22.79	\$23.45
6 th period (5000-6000) - 90% of journeyperson rate	\$24.98	\$25.64	\$26.38

Note: Wage rates for Hardwood Floorlayers, Sanders and Finishers are those set out in the Schedule for Carpenters in the master portion of the Agreement for London.

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 to 8 p.m. 2x after	1½ x to 4:30 pm 2x after	2x	1-1/8x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be between 8:00 a.m. and 4:30 p.m., Monday to Friday including a thirty (30) minute break for lunch, and any work done outside of these hours shall be on a basis of time and one-half between 4:30 p.m. to 8:00 p.m. and double time thereafter. When mutually agreed upon by both parties, the eight (8) hours of work specified may be varied between 7:00 a.m. and 4:30 p.m.
- (b) Eight (8) hours shall constitute a working day, and forty (40) hours a working week. All time worked in excess of this shall constitute overtime and shall be paid as provided in (a). Nothing herein may be construed to mean a guaranteed number of hours per week or per day.
- (c) Any work performed in excess of the regular working periods described in (a) and (b) shall be deemed as overtime work, and be paid as follows:
 - Saturdays: Time and one-half 8:00 a.m. to 4:30 p.m.
(thereafter double time)
 - Sundays: Double TimeOvertime rates herein described shall be paid for working periods on jobsite only.

- (d) **Irregular Hours**

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.

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 straight time, save and except when overtime rates apply.

Travel Expense

- (a) All employees when employed within a forty-eight (48) km 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. This is Travel Zone #1.
- (b) **Zone #2**
Zone #2 shall be that area between the forty-eight (48) and sixty-four (64) kilometre radius from London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of twelve dollars (\$12.00) per day effective May 1, 2007, fourteen dollars (\$14.00) effective May 1, 2008 and sixteen dollars (\$16.00) effective May 1, 2009.
- (c) **Zone #3**

Zone #3 shall be that area between the sixty-four (64) and eighty (80) kilometre radius of London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of twenty dollars (\$20.00) per day effective May 1, 2007, twenty-two dollars (\$22.00) effective May 1, 2008 and twenty-four dollars (\$24.00) effective May 1, 2009.

(d) **Zone #4**

Zone #4 shall be that area between the eighty (80) and ninety-seven (97) kilometre radius of London City Hall. All employees performing any work in this Zone shall receive Travel Expense at the rate of twenty-six dollars (\$26.00) per day effective May 1, 2007, twenty-eight dollars (\$28.00) effective May 1, 2008 and thirty dollars (\$30.00) effective May 1, 2009.

(e) All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid Travel Expense at the rate of forty-two cents (.42) per kilometre travelled between work sites.

(f) Any employee who is sent to work on a project outside the forty-eight (48) kilometre zone for a period of three (3) days or less shall be paid Travel Expense from London City Hall. If an employee chooses to stay in the area of the project he shall be paid one (1) round trip at the kilometre rate and reasonable expenses for Room and Board.

(g) In all cases where kilometrage is paid the most direct and practical route shall be used in calculating expenses measured from the London City Hall.

Board Allowance

(h) Board Allowance at the rate of forty-three dollars (\$43.00) per day effective May 1, 2007, fifty-four dollars (\$54.00) per day effective May 1, 2008 and change to sixty-five dollars (\$65.00) effective May 1, 2009 per day worked shall be paid to employees when boarding away from home on jobs ninety-seven (97) km or more from London City Hall. When employees report for work on out-of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.

(i) If a holiday falls during a normal work week, Board Allowance shall be paid for that day providing the employee is available for the work shift prior to the holiday and the work shift following the holiday.

(j) Employees required to work outside the jurisdiction of Local 1946 London, shall be paid kilometrage calculated at forty-two cents (.42) per kilometre from London City Hall and the same kilometrage when returning at the end of the project.

- (k) In the event the project as spelled out in (j) is one hundred and sixty-four (164) kilometres or more from London City Hall, employees shall receive a return trip, calculated at the kilometre rate in (j) every thirty (30) days during the life of the project.
- (l) Employees working outside the jurisdiction of Local 1946 London, shall receive the Board allowance as defined in (h) or the rate in the Agreement applicable to the area where the project is located whichever is highest.

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 at no time 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.

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.

L.U. 2222

**Resilient Floor Workers
Article 6 - SCHEDULE D**

Goderich

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

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$28.83	\$2.88	\$2.44	\$5.63	\$39.78
May 1/08	\$29.74	\$2.97	\$2.59	\$5.73	\$41.03
May 1/09	\$30.65	\$3.06	\$2.74	\$5.83	\$42.28

Employer Contributions	May 1/07	May 1/08	May 1/09
Association Administration Fund	\$0.40	\$0.44	\$0.46
Apprenticeship Training Fund	\$0.25	\$0.25	\$0.25
Carpenters' District Council of Ontario Training Trust Fund	\$0.06	\$0.06	\$0.06
Carpenters Industry/Promotion Fund	\$0.25	\$0.25	\$0.25
Employee Deductions	May 1/07	May 1/08	May 1/09
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat	\$0.01	\$0.01	\$0.01
Supplementary Dues Check-off	\$0.87	\$0.94	\$1.01

Foreman Differential: 12 % of hourly rate

Apprentices:	May 1/07	May 1/08	May 1/09
1 st period (0-1000) 40% of journeyperson rate	\$11.53	\$11.90	\$12.26
2 nd period (1000-2000) 50% of journeyperson rate	\$14.42	\$14.87	\$15.33
3 rd period (2000-3000) 60% of journeyperson rate	\$17.30	\$17.84	\$18.39
4 th period (3000-4000) 70% of journeyperson rate	\$20.18	\$20.82	\$21.46
5 th period (4000-5000) 80% of journeyperson rate	\$23.06	\$23.79	\$24.52
6 th period (5000-6000) 90% of journeyperson rate	\$25.95	\$26.77	\$27.59

*** No pension contribution is to be made for the first 900 hours for a first year apprentice.

Note: Wage rates for Hardwood Floorlayers, Sanders and Finishers are those set out in the schedule for Carpenters in the master portion of the Agreement for Goderich (Page 132).

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 to 8 p.m. 2x after	1½x to 4:30 pm 2x after	2x	1-1/8x	2 x 10 min.	2 hrs.	1 hr.

Hours of Work

- (a) The regular working day shall be between 8:00 a.m. and 4:30 p.m., Monday to Friday including a thirty (30) minute break for lunch and any work done outside of these hours shall be on a basis of time and one-half between 4:30 p.m. to 8:00 p.m. and double time thereafter.
- (b) Eight (8) hours shall constitute a working day, and forty (40) hours a working week. All time worked in excess of this shall constitute overtime and shall be paid as provided in (a). Nothing herein may be construed to mean a guaranteed number of hours per week or per day.
- (c) Any work performed in excess of the regular working periods described in (a) and (b) shall be deemed as overtime work, and be paid as follows:
 - Saturdays: Time and one-half 8:00 a.m. to 4:30 p.m.
(thereafter double time)
 - Sundays: Double TimeOvertime rates herein described shall be paid for working periods on jobsite only.

Irregular Working Hours

- (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.
- (e) Any work performed under these conditions, outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at one and one-eighth (1 1/8) times the regular rate of pay, save and except when overtime rates apply.

Travel Expense

- (a) **Zone #1**

Any work project that is commenced in the counties of Huron, Perth, Bruce and Grey shall have a forty (40) km free zone drawn from the City Halls of Goderich, Stratford and Owen Sound. All employees working in this Zone shall supply their own transportation to and from the project or work site unless otherwise stipulated in this Schedule.

Delete the free zone around Stratford. It is understood however, that employees who live in the former free zone and are required to work on projects within that former free zone shall not receive travel reimbursement.
- (b) **Zone #2**

Zone #2 shall be that area between the forty (40) km and sixty (60) km radius of the City Halls in the cities and towns in (a) above. All employees performing any work in this Zone shall receive Travel Expense at the rate of twenty-five dollars (\$25.00) per day effective May

1, 2007, twenty-seven dollars (\$27.00) per day effective May 1, 2008 and change to twenty-nine dollars (\$29.00) per day effective May 1, 2009.

(c) **Zone #3**

Zone #3 shall be that area between the sixty (60) km and eighty (80) km radius of the City Halls in the cities and towns in (a) above. All employees performing any work in this Zone shall receive Travel Expense at the rate of twenty-eight dollars (\$28.00) per day effective May 1, 2007, thirty dollars (\$30.00) per day effective May 1, 2008 and change to thirty-two dollars (\$32.00) per day effective May 1, 2009.

(d) **Zone #4**

Zone #4 shall be that area between the eighty (80) km and one hundred (100) km radius of the City Halls in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of thirty-four dollars (\$34.00) per day effective May 1, 2007, thirty-six dollars (\$36.00) per day effective May 1, 2008 and change to thirty-eight dollars (\$38.00) per day effective May 1, 2009.

(e) **Zone #5**

Zone #5 shall be that area between the one hundred (100) km and one hundred and twenty (120) km radius of the City Hall in the cities and towns in (a) above. All employees performing work in this Zone shall receive Travel Expense at the rate of forty-two dollars (\$42.00).

(f) All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid Travel Expense at the rate of forty-two cents (.42) per kilometre travelled between work sites.

If an employee chooses to stay in the area of the project he shall be paid one (1) round trip at the kilometrage rate and reasonable expenses for Room and Board.

(g) In all cases where kilometrage is paid the most direct and practical route shall be used in calculating expenses measured from the nearest City Hall of Goderich, Stratford and Owen Sound.

Board Allowance

(h) Board Allowance at the rate of eighty-five dollars (\$85.00) per day worked effective May 1, 2007 and change to ninety-five dollars (\$95.00) per day effective May 1, 2008 and one hundred and five dollars (\$105.00) effective May 1, 2009 shall be paid to employees when boarding away from home on jobs one hundred and twenty (120) km, or more from the City Halls in the cities and towns in (a) above. When employees report for work on out-of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.

- (i) If a holiday falls during a normal work week, Board Allowance shall be paid for that day providing the employee is available for the work shift prior to the holiday and the work shift following the holiday.
- (j) Employees required to work outside the jurisdiction of Local 2222 Goderich, shall be paid kilometrage calculated at forty-two cents (.42) per kilometre from the employee's home local City Hall in the cities and towns in (a) above and the same kilometrage when returning at the end of the project.
- (k) In the event the project as spelled out in (j) is one hundred and sixty (160) km. or more from the employee's home local City Hall in the cities and towns in (a), employees shall receive a return trip (calculated at the kilometrage rate in (j)) every thirty (30) days during the life of the project.
- (l) Employees working outside the jurisdiction of Local 2222 Goderich, shall receive the Board Allowance as defined in (h) or the rate in the Agreement applicable to the area where the project is located whichever is highest.

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.

**Resilient Floor Workers
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 1/07	\$29.19	\$2.92	\$2.44	\$5.63	\$40.18
May 1/08	\$30.10	\$3.01	\$2.59	\$5.73	\$41.43
May 1/09	\$31.06	\$3.10	\$2.74	\$5.83	\$42.73

Employer Contributions		May 1/07	May 1/08	May 1/09
Association Administration Fund (including Ont. Const. Secretariat Fund)		\$0.46	\$0.46	\$0.46
Training & Upgrading Fund (including Carpenters' District Council of Ontario Training Trust Fund and Local 2486 Promotion Fund)		\$0.47	\$0.47	\$0.52
Employee Deductions		May 1/07	May 1/08	May 1/09
Union Administration Fund (Including Ontario Construction Secretariat Fund)		\$0.51	\$0.51	\$0.51
Supplementary Dues Check-off (2.65% of the total package)		\$1.06	\$1.10	\$1.13
Foreman Differential:	13%	\$3.79	\$3.91	\$4.04
Sub-Foreman Differential:	8%	\$2.34	\$2.41	\$2.48
Apprentices:		May 1/07	May 1/08	May 1/09
1 st 1000 hr period 40% of journeyperson rate		\$11.68	\$12.04	\$12.42
2 nd 1000 hr period 50% of journeyperson rate		\$14.40	\$15.05	\$15.53
3 rd 1000 hr period 60% of journeyperson rate		\$17.51	\$18.06	\$18.64
4 th 1000 hr period 70% of journeyperson rate		\$20.43	\$21.07	\$21.74
5 th 1000 hr period 80% of journeyperson rate		\$23.35	\$24.08	\$24.85
6 th 1000 hr period 90% of journeyperson rate		\$26.27	\$27.09	\$27.95

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
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 a foreman on condition that he remains a foreman 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.

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.

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 st 2 hrs. 2x after	2x	2x	2 nd & 3 rd 1-1/7x; 8 hrs. pay for 7¼ hrs work	2 x 10 min.	2 hrs.	1 hr.

Hours of Work - Day Shift

- (a) A regular working week consisting of not more than forty (40) hours of work, to be performed during the regular shift period, and a regular shift period consisting of not more than eight (8) hours of work to be performed on Monday to Friday inclusive of each week, (exclusive of vacation period and holidays), between the hours of 8:00 a.m. and 4:30 p.m. with one-half (½) hour for lunch.

Afternoon Shift

- (b) A regular working week, consisting of not more than thirty-five (35) hours of work each week (exclusive of vacation period and holidays), between

the hours of 4:30 p.m. and 12:00 a.m. to be performed during the regular shift period, and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of 12:00 midnight, and with one-half (½) hour for lunch.

Night Shift

- (c) A regular working week consisting of not more than thirty-five (35) hours of work to be performed during the regular shift period, and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of each week, (exclusive of vacation period and holidays), between the hours of 12:01 a.m. and 7:31 a.m. with one-half (½) hour for lunch.
- (d) For the explicit purpose of a three (3) shift continuous operation, the hours of work for each shift shall be as follows:
 - Day Shift: between the hours of 8:00 a.m. to 4:30 p.m.
 - Afternoon Shift: between the hours of 4:30 p.m. to 12:15 a.m.
 - Night Shift: between the hours of 12:15 a.m. to 8:00 a.m.Employees employed on the afternoon and night shift shall be paid at a minimum of eight (8) hours' pay for seven hours and 15 minutes work. All other conditions applicable in this Schedule shall apply.
- (e) Employees going to and returning from lunch to work to be performed on any of the aforementioned shifts, will do so on the employer's time, and on the job site.
- (f) The record of hours worked by any employee will be the responsibility of the foreman or other supervision.
- (g) Should any employer require employees to punch a time clock, deposit brass at a brass station, or use any other checkout system at termination of a shift, they shall do so on the employer's time.
- (h) Employees employed on the afternoon or night shifts shall be paid as a minimum at the rate of eight (8) hours' pay for seven (7) hours' work, or part shift at proportionate rates, and where applicable the provisions of overtime in this Schedule shall also govern the rate of pay.
- (i) Special circumstances on certain jobs or projects may make it necessary to vary the normal starting and quitting times of a shift. Starting and quitting times may, therefore, be varied by mutual consent, in writing, by the employer and the business manager of Local 2486.
- (j) Employees shall be allowed a minimum of five (5) minutes prior to quitting time to pick up and store their tools.
- (k) An employee who is called to work, either after leaving the job site or before the start of his next regular shift, shall be paid a minimum of two (2) hours' pay at twice the basic hourly Day Shift Rate.
- (l) 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 2486. Such mutual consent shall be confirmed in writing from Local 2486 with the seal of the Local Union affixed thereto.

Overtime Rates of Pay

- (m) First two (2) hours worked after the end of an employee's regular working day or shift as provided for in (a) (b) (c) (d) on Monday to Friday inclusive will be paid at the rate of one and one-half (1½) times the rate established herein. All other overtime shall be paid at twice the established rate. All hours worked after a regular day or shift shall be considered overtime, until the employee is given a rest period of more than eight (8) consecutive hours.
- (n) All time worked by an employee between the hours of 12:01 a.m. Saturday to 12:01 a.m. Monday, shall be paid at the rate of double time (or twice the minimum basic shift rate applicable to the said employee). If the start time varies from sub clause (d) the overtime rates and hours of work shall be in writing determined between the union and the association prior to the start of the project otherwise the rate shall be at double the hourly rate.
- (o) If the afternoon or night shifts as set out in this Schedule are not worked by the employees for three (3) consecutive working days or more, then such work shall be considered overtime, and shall be paid for at the rate of double time (or twice the minimum basic shift rate applicable to said employee).
- (p) All overtime being worked under the terms of this Agreement shall be done on a voluntary basis only.
- (q) The Union Steward or Stewards of any job or project shall have the privilege of working on all overtime the employer performs on the job in which he was appointed Steward if he so desires, and if he is capable of doing the work.
- (r) An employee required to work overtime in excess of two (2) hours after his regular shift shall receive a 1/2 hour lunch period and receive a free lunch and hot beverage, and every four (4) hours thereafter; this lunch to be eaten on company time. Should the employer, for any reason, fail to supply, said lunch and a hot beverage provided for, the member shall receive in lieu thereof a minimum of \$21.00 as meal allowance.

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 6th and 7th 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 pretendering 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.

Article 11 - SCHEDULE "D" ROOM AND BOARD, DAILY COMMUTING, TRAVEL TIME AND TRAVELLING ALLOWANCE

- (a) It is the purpose of this Article to provide for compensation in the form of payment for daily commuting and room and board which includes the payment of travel time and travelling allowance to those members of Local 2486 who qualify in accordance with this Article.
- (b) It is recognized and agreed that the geographic area of Local 2486 as described in Schedule "B" covers in whole or in part, the following seven (7) districts:
 - (i) District of Manitoulin
 - (ii) District of Temiskaming
 - (iii) District of Sudbury
 - (iv) District of Algoma
 - (v) District of Nipissing
 - (vi) District of Parry Sound
 - (vii) District of Cochrane
- (c) A list of unemployed members of Local 2486 shall be maintained for each district based on the members' eligibility for work in the district in conformity with the Hiring Hall Procedures of Local 2486.
- (d) Preference of employment shall be given to members registered in the district where the project is being performed. When the supply of

carpenters from the district list becomes exhausted the Union will accept qualified applicants for membership from that area before referring to the employer carpenters whose employment will entail the payment of room and board and travelling costs. The Union will advise all employers working in a district when the list is exhausted.

- (e) Said applicants will be required to produce proof of six (6) months' residence in that district prior to the start of that project. They shall make application for membership in the United Brotherhood of Carpenters and Joiners of America, Local 2486 and finalize all arrangements for the payment of related monies requested by the Union before being referred to work on that project.
- (f) When carpenters from a district list are referred to a project within that district, the following shall apply.
 - (i) Zones extending to a radius of thirty (30) km have been established at the following locations:
 - City of Sudbury Federal Building, Post Office, Elm and Lisgar Street;
 - Elliot Lake Federal Building;
 - Gore Bay Federal Building, Manitoulin;
 - City of North Bay Federal Building, Worthington and Ferguson;
 - Parry Sound Federal Building;
 - Haileybury and Kirkland Lake Federal Building;
 - City of Timmins Federal Building.

No daily commuting allowance will be paid on a job or project within these zones.

(ii) **Daily Commuting**

If the project is located beyond the thirty (30) km radius and within an eighty (80) km radius of any of the aforementioned zones, all members within the bargaining unit on the project shall be paid forty three cents (.43) effective May 1, 2007, forty six cents (.46) effective May 1, 2008 and fifty cents (.50) effective May 1, 2009 per travelling road kilometre from the perimeter of a thirty (30) km radius of the zone centre to the job and return.

(iii) **Room and Board**

If the project is located more than eighty (80) km, but less than one hundred and sixty (160) km from a zone centre, the member referred from the district list shall have a room supplied which is mutually agreed upon by the employer and the union without cost to the employee. Also members shall be paid a board allowance of (thirty eight dollars) \$38.00 per day, May 1, 2007, (forty one) \$41.00 dollars per day May 1, 2008 and (forty five dollars) \$45.00 May 1, 2009 five (5) days per week. If work is performed on a Saturday and/or Sunday, they shall be paid for these days on the basis of (thirty eight dollars) \$38.00 May 1, 2007 (forty

one dollars) \$41.00 May 1, 2008 (forty five dollars) \$45.00 May 1, 2009 per day as well as the room being provided by the employer. If the project is located more than one hundred and sixty (160) km from a zone centre, a member referred from a district list will be paid a board allowance of (thirty eight dollars) \$38.00 per day May 1, 2007, (forty one dollars) \$41.00 per day May 1, 2008 and (forty five dollars) \$45.00 per day May 1, 2009 as well as the applicable room being provided as above mentioned.

(iv) If the project is one for which room and board provisions are applicable, each member shall be paid travel time and travelling allowance on the commencement and termination of each period of continuous employment. Travel time shall be based on seventy-five (75) km equals one (1) hour travel time at the regular rate of pay. Travel allowance shall be calculated at forty three cents (.43) effective May 1, 2007, forty six cents (.46) effective May 1, 2008 and fifty cents (.50) effective May 1, 2009 per travelled road kilometre from the zone centre to the project and return.

(g) When a member is referred to a project after the district list for the district in which the project is located is exhausted, the following shall apply:

(i) **Room and Board**

If the project is located more than eighty (80) km but less than one hundred and sixty (160) km from the City of Sudbury Federal Building, members referred from a list other than the district list will have a room supplied which is mutually agreed upon by the employer and the union. Also the members shall be paid a board allowance of (thirty eight dollars) \$38.00 May 1, 2007 (forty one dollars) \$41.00 May 1, 2008 (forty five dollars) \$45.00 May 1, 2009 per day, five (5) days per week. If work is performed on Saturday and/or Sunday they shall be paid for these days on the basis of (thirty eight dollars) \$38.00 May 1, 2007, (forty one dollars) \$41.00 May 1, 2008 and (forty five dollars) \$45.00 May 1, 2008 per day as well as the room rate being provided by the employer.

If the project is located more than one hundred and sixty (160) kilometres from the City of Sudbury Federal Building, a member referred to the project from a list other than the district list shall receive a board allowance of (thirty eight dollars) \$38.00 May 1, 2007 (forty one dollars) \$41.00 May 1, 2008 (forty five dollars) \$45.00 May 1, 2009 per day seven (7) days per week, as well as the applicable room being provided as mentioned above.

(ii) **Travel**

If the project is one to which room and board provisions are applicable members referred from a list other than the district list shall be paid a

travel allowance and travelling time on the commencement and termination of each period of continuous employment. Travel allowance shall be calculated at forty three cents (.43) per travelled road kilometre May 1, 2007, forty six cents (.46) effective May 1, 2008 and fifty cents (.50) effective May 1, 2009 from the City of Sudbury Federal Building to the project and return. Travel time shall be based on seventy-five (75) kilometres equal to one (1) hour travel time at the regular rate of pay.

A period of continuous employment shall not be deemed to be broken because an employee does not work on a Saturday or Sunday or Statutory Holidays or any other day or days substituted therefore.

- (h) There shall be no pro-rating of room and board allowance or daily commuting and travel time allowances. It is further agreed that a member shall not be required to pay more for accommodations which are being supplied by employer or owner than the amounts stipulated in this Agreement.
- (i) When a project is deemed a remote work site and workers are required to stay at the work site for the entire week, or where an owner requires change in work hours, workers will be required to work 10 hours per day Monday to Friday four (4) days per week at straight time. All other hours shall be paid as per the provincial collective agreement. Room and board will be paid only on days worked. The classification of a remote project shall be mutually agreed between the union and the 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 Fund.