

## **CAULKING APPENDIX**

to the  
Agreement  
by and between

### **THE CARPENTERS' EMPLOYER BARGAINING AGENCY**

(hereinafter called "EBA")

and

### **THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,**

United Brotherhood of Carpenters and  
Joiners of America  
(hereinafter called the "Union")

As provided in Article 2 of the master portion of the Agreement, the EBA and the Union have agreed to supply the following provisions of this Appendix as part of the Agreement.

In this Appendix, Association means the Caulking Contractors Association of Ontario, (Division of the Sealant and Waterproofing Association).

#### **ARTICLE 3 - RECOGNITION**

- (a) The provisions of this Appendix shall apply to and be binding upon employers engaged as Caulking Contractors.

#### **ARTICLE 5 - UNION SECURITY**

(This Special Provision shall be an addition to the provisions of Article 5 in the master portion of the Agreement.)

- (a) If an employer is a partnership or corporation no member of the firm shall work with the tools and it is understood that any person working with the tools of the trade must be a member in good standing of the United Brotherhood of Carpenters and Joiners of America in an affiliated Local Union of the Council and is subject to all the terms and conditions of this Agreement.
- (b) (This Special Provision shall replace the provisions of Article 5.07 in the master portion of the Agreement.)
  - (i) The Union shall allow mobility of manpower to an employer who has signed the voluntary agreement for province-wide recognition, a copy of which is attached hereto in Schedule "C".
  - (ii) Such mobility of manpower shall be as follows: From one geographic area to any job or project in any other geographic

area within the Province of Ontario, the employer may transfer a maximum of four men, one of whom shall be designated as the employer's representative.

The maximum may be increased by such further number as may be agreed upon between the employer and the Local Union or District Council.

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

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

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

- (a) The following hours of work schedule is 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 8 - HOLIDAYS AND VACATIONS**

(Special Provision)

(This Special Provision shall be an addition to the provisions of Article 8.01(b) in the master portion of the Agreement.)

- (a) When any of the enumerated holidays falls on a Monday, the Friday preceding such Statutory Holiday shall also be recognized as a holiday.

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

- (a) The following travel schedule is 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 12 - REPORTING ALLOWANCE**

(Special Provision)

- (a) The provisions of Article 12 in the master portion of the Agreement do not apply to employees covered by this Appendix.

**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 as required on the job and/or clothing lost by fire, industrial mishap, or burglary, all as supported by claims promptly submitted in writing by the employee with substantiating evidence to establish the loss from the designated locked storage. The employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$1,000.00. The employer's liability shall not exceed \$300.00 for clothing.
- (c) If required by employer, every employee shall be required to purchase tools from the employer at employer's cost, not to exceed sixty dollars (\$60.00); cost of same to be deducted from the employee's pay for the first three (3) weeks of employment at twenty dollars (\$20.00) weekly. Normal replacement of said equipment shall be the responsibility of the employer and the sixty dollars (\$60.00) shall be returned to the employee on the termination of employment, or two years, whichever comes first.

#### **ARTICLE 19 - WORK JURISDICTION**

(Special Provision)

- (a) The work covered by this Appendix shall be as follows:  
Weather-stripping, caulking, and sealing, and all work in preparation of, or related to, work in connection therewith.

**L.U. 18**

**Caulker**

**Hamilton - Niagara**

**Article 6 - SCHEDULE D**

**Zone 1 & 2**

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

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vacation 4% Holiday Pay 6%</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Total</b>
May 1/07	\$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

<b>Employer Contributions</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
Association Administration Fund (includes Ont. Const. Secretariat Fund)	\$0.06	\$0.06	\$0.06
Training & Upgrading Fund (includes Carpenters' District Council of Ontario Training Trust Fund & Local 18 Promotion Fund)	\$0.97	\$1.03	\$1.09
<b>Employee Deductions:</b>			
Union Administration Fund (includes Ontario Construction Secretariat Fund)	\$0.51	\$0.51	\$0.51
Supplementary Union Dues Check-off	\$1.29	\$1.38	\$1.47
<b>Foreman Differential:</b>	10 %	10 %	10 %

**Trainees:**

Prior to commencement of work, Trainees shall report to the Union Office and shall receive a referral slip.

(a) The minimum rate of wages for Trainees shall be as follows:

<b>Apprentices:</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
1 <sup>st</sup> 750 hr period - 50% of journeyman rate	\$14.57	\$14.99	\$15.40
2 <sup>nd</sup> 750 hr period - 55% of journeyman rate	\$16.03	\$16.48	\$16.93
3 <sup>rd</sup> 750 hr period - 60% of journeyman rate	\$17.48	\$17.98	\$18.47
4 <sup>th</sup> 750 hr period - 70% of journeyman rate	\$20.40	\$20.98	\$21.55
5 <sup>th</sup> 750 hr period - 80% of journeyman rate	\$23.31	\$23.98	\$24.63
6 <sup>th</sup> 750 hr period - 90% of journeyman rate	\$26.23	\$26.97	\$27.71

(b) The trainees shall receive the same contributions applicable to journeymen as outlined in this Schedule. The training period for such trainees shall be for a three (3) year period, or six (6) terms of 750 hr.

(c) **Journeyman**

Journeyman shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory experience and employment with an employer for a three (3) year period.

Journeyman shall be competent work persons.

All other items Article 7-Schedule D, Article 9-Schedule D, Article 11, Article 11 D, Article 11-Schedule D, shall be as Carpenters' Local 18, Hamilton Zone 1 Schedule or Niagara Carpenters' Local 18, Zone 2 Schedule where applicable.

Any item not covered in these Schedules shall be as per Provincial Caulking Appendix or Carpenters' Master Portion.

Caulker

Toronto

## Article 6 - SCHEDULE D

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

Effective Date	Hourly Rate	Vacation 4% Holiday Pay 6%	Health & Welfare	Pension	Total
May 1/07	\$30.06	\$3.00	\$2.50	\$3.98	\$39.54
May 1/08	\$31.15	\$3.11	\$2.70	\$3.98	\$40.94
May 1/09	\$32.06	\$3.20	\$2.90	\$4.23	\$42.39

Note: Health & Welfare Includes a Retirees' Subsidy of 10 cents May '07, 20 cents May '08 & 30 cents May '09

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

<b>Employer Contributions</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
Association Administration Fund -(including Ont. Const. Secretariat Fund)	\$0.10	\$0.10	\$0.10
Dues Supplement Carpenters' District Council of Ontario Training Trust Fund	\$0.04	\$0.04	\$0.04
Apprenticeship and Training Fund Carpenters' Industry Promotional Fund (CIPF)	\$0.41 \$1.03	\$0.41 \$1.13	\$0.41 \$1.13
<b>Employee Deductions:</b>			
Union Administration Fund	\$0.50	\$0.50	\$0.50
Ontario Construction Secretariat Fund	\$0.01	\$0.01	\$0.01
Supplementary Union Dues Check-off	2% of Gross Earnings		
<b>Foreman Differential:</b>	\$2.25	\$2.25	\$2.25

**Trainees:**

"Prior to commencing work, Trainees shall report to the Union Office and shall receive a referral slip."

(a) 1 <sup>st</sup> Term – 1,800 hours	\$15.21	\$15.75	\$16.21
2 <sup>nd</sup> Term – 1,800 hours	\$18.22	\$18.87	\$19.42
3 <sup>rd</sup> Term – 1,800 hours	\$21.17	\$27.47	\$28.10
4 <sup>th</sup> Term – 1,800 hours	\$23.68	\$24.60	\$25.33
5 <sup>th</sup> Term - See Below**	\$25.81	\$26.66	\$27.44

\*\* A 5<sup>th</sup> Term apprentice will be promoted to Journey status in accordance with the Caulking Appendix in the Provincial Collective Agreement.

- (b) The Trainees shall receive the same contributions applicable to the journeymen as outlined in this Schedule. The training period for such Trainees shall be for a three (3) year period.
- (c) **Journeyman**  
 Journeymen shall be workers who have completed the training period as described in (a) or who can show proof of satisfactory employment with an employer bound by the Agreement for a period of three (3) years.  
 Journeymen shall be competent in all phases of the caulking and/or weather-stripping trade and shall be able to perform said work from scaffold, staging equipment, or as required by the employer.
- (d) **Journeyman's Assistants**  
 Journeyman's Assistants shall be journeymen who have completed the training as described in (a) but are unable to meet the requirements of Journeymen at the end of the 5th six (6) month trainee period as described in (b). Journeyman's Assistants shall be paid at the rate of ninety percent (90%) of the Journeyman's rate of wages and shall receive the same contributions applicable to Journeymen.
- (e) Vacation Pay and Statutory Holiday Pay owing to employees will be paid by July 1st of each year or on termination of employment, in any one year.

**Article 7 - SCHEDULE D**

Standard Hours	Overtime			Shift Premiums	Work Breaks
	After Daily Hours	Saturday	Sunday and Holidays		
8/40	1½ x 1 <sup>st</sup> 3 hrs. 2x after	2x	2x	2 <sup>nd</sup> 1-1/7x 3 <sup>rd</sup> 1½	2 x 10 min.

**Work Week, Work Day**

- (a) The regular working day, subject to variation by mutual consent of the parties, shall be between 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40) and any work done outside of these hours shall be overtime work, save and except the provisions of this schedule relating to shift work.

**Shift Work**

- (b) Any extra daily shift on any particular job shall be of not more than seven hours daily between midnight Sunday to midnight Friday of the

same week. No employees, except the foremen, shall be permitted to work more than one (1) shift in any twenty-four (24) hours.

- (c) When such shift system is worked, the rate of wages shall be:
  - Day Shift - 8:00 a.m. to 4:30 p.m. at regular straight time
  - Second Shift - Time and one-seventh the regular rate
  - Third Shift - Time and one-half the regular rate
- (d) When no work has been performed during the day, all work performed between the hours of 4:30 p.m. and midnight shall be paid at the rate of time and one-seventh.

### **Overtime**

- (e) All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive shall be deemed overtime work. The rate of wages for the first three (3) hours of overtime in any one day shall be time and one-half the journeyman's rate and work performed after the first three (3) hours overtime shall be at double the journeyman's rate. When overtime is performed on the 2nd and 3rd shifts, the rate of pay for such overtime shall be one and one-half (1½) times the shift rate for the first three (3) hours of overtime.
- (f) Work performed on Saturday, Sunday and Holidays shall be paid at double time.

### **Travel Allowance**

- (a) The employer agrees to pay an employee who supplies his own transportation thirty cents (.30) per kilometre travelling expenses from the Toronto City limits to any project in the area of Metropolitan Toronto; the Counties of York and Peel; the Township of Esquesing and Towns of Oakville and Milton in the County of Halton; and the Township of Pickering in the County of Ontario.
- (b) Employees who are hired within, to work within, and are required to travel outside the area in (a) shall be paid their duly authorized expenses, plus travelling expenses of thirty cents (.30) per kilometre, unless transportation is supplied by the Company, employees shall be paid their regular hourly wages for all time spent in travelling from the Toronto City limits to their destination and return. It is agreed by both parties that the employer shall arrange for crews and provide transportation from the plant office at the beginning of each day and return after the last job, unless it is necessary that the man provides his own transportation. It is further agreed that the employer may require employees to report directly to the jobsite. It is understood that if

required by the employer, an allowance of fifteen (15) minutes at the beginning and end of each work day shall constitute paid loading time and be outside the regular working hours.

**Parking Allowance**

On projects falling within the area: bounded on the west by the east side of Dufferin St., bounded on the north by the south side of St. Clair Ave., bounded on the east by the west side of Jarvis St. and Mt. Pleasant and on the south by the north shore of Lake Ontario, employees will be paid a daily parking allowance of \$3.70 per day worked. Daily parking allowance will not be paid where the employer provides parking or where the employer provides transportation to and from the above-noted parking allowance zone.