

# **PROVINCIAL COLLECTIVE AGREEMENT**

between

**THE CARPENTERS' EMPLOYER  
BARGAINING AGENCY  
(E.B.A.)**

and

**THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO,  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA  
(C.D.C.)**

**EFFECTIVE:  
MAY 1, 2007 TO APRIL 30, 2010**

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INCLUDES: WAGE RATES; EMPLOYER CONTRIBUTIONS; EMPLOYEE DEDUCTIONS; FOREMAN DIFFERENTIALS; RATIO AND DEFINITION; APPRENTICE WAGE RATES; DISBURSEMENT OF VACATION PAY FUND INTEREST; PREMIUM PAY; HOURS OF WORK AND OVERTIME; SHIFT WORK; COMMUTING, TRAVEL, TRANSFER, BOARD ALLOWANCE AND LODGING.

*NOTE: The Trade Appendices also contain schedules covering the above items.*

### ACOUSTIC AND DRYWALL APPENDIX: SECTION THREE - PAGES 149 to 216 (Yellow Pages)

THIS APPENDIX CONTAINS SPECIAL PROVISIONS AND ADDITIONS, IN ADDITION TO THE PROVISIONS IN THE MASTER PORTION OF THE AGREEMENT.

*NOTE: Reference should be made to Article Two, Page Two of the Master Portion of Agreement. Articles 6, 7 and 11 of the Appendix must be used in conjunction with Schedule "D", Section Two - Pages 55 to 148 of Master Portion of Agreement.*

### CAULKING APPENDIX: SECTION FOUR - PAGES 217 to 225 (Pink Pages)

THIS APPENDIX CONTAINS SPECIAL PROVISIONS AND ADDITIONS, IN ADDITION TO THE PROVISIONS IN THE MASTER PORTION OF THE AGREEMENT.

*NOTE: Reference should be made to Article Two, Page Two of the Master Portion of Agreement. Articles 6, 7 and 11 of this Appendix must be used in connection with Schedule "D", Section Two - Pages 55 to 148 of Master Portion of Agreement.*

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THIS APPENDIX CONTAINS SPECIAL PROVISIONS AND ADDITIONS, IN ADDITION TO THE PROVISIONS IN THE MASTER PORTION OF THE AGREEMENT.

*NOTE: Reference should be made to Article Two, Page Two of the Master Portion of Agreement, Articles 6, 7 and 11 of this Appendix must be used in conjunction with Schedule "D", - Pages 55 to 148 of the Master Portion of Agreement.*

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**A G R E E M E N T**

**BETWEEN:  
CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF ONTARIO**

**ACOUSTICAL ASSOCIATION OF ONTARIO**

**RESILIENT FLOORING CONTRACTORS  
ASSOCIATION OF ONTARIO**

**CAULKING CONTRACTORS ASSOCIATION  
OF ONTARIO**

**INDUSTRIAL CONTRACTORS ASSOCIATION  
OF CANADA**

**INTERIOR SYSTEMS CONTRACTORS ASSOCIATION  
OF ONTARIO**

(hereinafter called the  
"Carpenters' Employer Bargaining Agency" EBA)

- and -

**THE CARPENTERS' DISTRICT COUNCIL OF ONTARIO** of the United Brotherhood of Carpenters and Joiners of America on behalf of the following affiliated bargaining agents:

- (1) Carpenters Union, Central Ontario Regional Council
- (2) Greater Ontario Regional Council of Carpenters, Drywall & Allied Workers
- (3) United Brotherhood of Carpenters and Joiners of America; and the following Local Unions: 18, 27, 93, 249, 397, 446, 494, 675, 785, 1256, 1669, 1946, 2041, 2222, and 2486, of the United Brotherhood of Carpenters and Joiners of America; and any Local Union, Regional Council or District Council subsequently chartered in Ontario.

(hereinafter referred to as the "Union")

## **ARTICLE 1 - PURPOSE**

Whereas the EBA is a designated employer bargaining agency and as such represents employers for whom the Union has bargaining rights for the purpose of entering into a Collective Agreement with the Union; and

Whereas the Union is an employee designated bargaining agency for employees represented by District Councils, Regional Councils and Local Unions chartered by the United Brotherhood of Carpenters and Joiners of America and the said International for the purpose of entering into a collective agreement with the EBA; and

Whereas the EBA and the Union are desirous of establishing a collective bargaining agreement in order to promote uniform standards for all employees covered by the Collective Agreement and to promote an atmosphere of peace and harmony among the EBA, the Union, the Employers, District Councils, Regional Councils, Local Unions and employees and to provide for the peaceful settlement of all disputes and grievances that may arise; and

Whereas the EBA and the Union agree to work together harmoniously to promote the industry and to encourage buyers of construction to contract with employers covered by this Agreement.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## **ARTICLE 2 - FORM OF AGREEMENT**

**2.01** This Agreement shall consist of a master portion and trade appendices.

**2.02** The trade appendices shall be known as the

- (a) Acoustic and Drywall Appendix,
- (b) Resilient Floor Workers Appendix, and
- (c) Caulking Appendix.

Such appendices shall be deemed to be part of this Agreement.

**2.03** Each trade appendix shall contain those provisions which are not common to all employers represented by the EBA and to all affiliated bargaining agents of the Carpenters' District Council of Ontario. Such provisions shall be read as an amendment to or an addition to those provisions under the same title and number as in the master portion of the Agreement. An appendix may include special provisions not found in the master portion.

### **ARTICLE 3 - RECOGNITION**

- 3.01** The EBA recognizes the Union as the sole and exclusive bargaining agent for all journeymen and apprentice carpenters, other than millwrights, engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario for whom the Union has bargaining rights.
- 3.02** The Union recognizes the EBA as the sole and exclusive bargaining agent for all employers whose employees are represented by the Union and for whom the Union has bargaining rights who are engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario.
- 3.03** Voluntary recognition of the Union by an employer shall be confirmed by signing the voluntary recognition agreement, a copy of which is attached hereto as Schedule "C".
- 3.04** The Union agrees that, when it acquires bargaining rights for any new employer within the scope of this Agreement, the Union will notify the EBA of same and the EBA agrees to notify the Union of any new members and employers who seek to grant voluntary recognition to the Union.
- 3.05** The Union shall not permit its members to perform any work covered by this Agreement other than for a Contractor bound by this Agreement or for companies targeted for Organizing by the Union.
- 3.06** The parties further agree that the terms and provisions of those international agreements that are consummated from time to time by the United Brotherhood of Carpenters and Joiners of America shall form a part of this Agreement. The Union, on request, agrees to furnish the EBA with copies of these international agreements together with a list of the employers that are signatory thereto. Should any conflict occur between the provisions of the international agreements and this Agreement, the provisions of this Agreement shall prevail.

### **ARTICLE 4 - SUBCONTRACTING**

- 4.01** Any work that is the work of the Union under the provisions of Article 19 of this Agreement shall only be contracted or subcontracted to an employer bound by this Agreement.
- 4.02** Violation of this Article shall be subject to grievance and arbitration notwithstanding any reference of any jurisdictional dispute to any tribunal over the same work.
- 4.03** Construction Management - Without restricting in any way the application of the subcontracting provision contained in Article 4.01 of

this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said Article 4.01 unless:

- (i) The owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains bid(s) for such work from such contractor(s) without any involvement or participation by the Employer in the selection of such contractor(s) (except as to the validity of the bid(s)) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement;
- (ii) The owner accepts bid(s) from contractor(s) not bound to this Agreement; and
- (iii) The owner contracts or subcontracts directly with contractor(s) not bound to this Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.

**4.04** Any failure to comply with Article 4.03 of this Agreement shall render the employer liable for damages equivalent to those for the breach of the subcontracting provision set forth in Article 4.01.

**4.05** The employer shall advise the owner of the provisions of Articles 4.03 and 4.04 when undertaking the construction management service contract.

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

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

**5.01** (a) The employer agrees to hire and continue to employ employees covered by this Agreement who are members in good standing of the United Brotherhood of Carpenters and Joiners of America as

long as the Local Union, Regional Council or the District Council of the United Brotherhood of Carpenters and Joiners of America in the Province of Ontario can supply qualified employees in sufficient numbers who are capable of performing the work required.

- (b) Except as modified by the provision of sub-section (c) of this Article, all employees covered by this Agreement shall be hired by the employer through the offices of the Local Unions, Regional Councils and District Councils having jurisdiction over the geographical area, set out in Schedule "B", where work by the employer is to be performed. Such hiring shall be done by way of a referral slip issued by the Local Union, Regional Council or District Council.
- (c) It is understood that, if the Local Union, Regional Council or District Council is unable to provide the required manpower 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, either be in good standing or apply for membership in the Union within seven (7) days. It shall be the prerogative of the Union to refuse membership to such employees if they do not possess a Certificate of Qualification or Certificate of Apprenticeship in the applicable Trade, however, in the circumstances they will be issued a temporary Work Permit prior to commencing work.
- (d) As a condition of continuing employment, all employees must maintain membership in good standing in the Union.
- (e) If an owner, partner, director or officer of a corporation performs work on the tools, he or she must be a member of the Union and must make the appropriate payments as required in Article 6 Schedule D of the relevant portion of the Collective Agreement for each hour of work performed. Such membership in the Union shall not be unreasonably denied.

**5.02** The employer shall, at all times, give preference of employment to members of the United Brotherhood of Carpenters and Joiners of America over the employees who are applicants for membership.

**5.03** The employer shall at time of layoff, except as provided in Article 5.08(c) give preference of employment to members in good standing of the Local Unions, Regional Councils or District Councils having jurisdiction over the geographical area where the work is being performed.

**5.04** No person shall be refused employment or Union membership because of his or her sex, race, colour, creed, age, or national origin.

The Union and the employer agree that it is the right of every employee to work in an environment free from sexual harassment.

- 5.05** Except as provided otherwise in the trade appendices, an employer may recall former employees who had previously been on the payroll of the employer in the area of the Local Union, Regional Council or District Council.
- 5.06** A member, at date of recall, must be in good standing in the Union and be registered as unemployed with the Local Union, Regional Council or District Council in the area where the work is to be performed. Before commencing work the member must be given a referral slip.
- 5.07** To qualify for recall a former employee must be requested within six (6) months of termination. The former employee must be on the payroll of the employer for at least ten (10) working days in order to be eligible for subsequent recall within six (6) months of termination. If the former employee is on the payroll of the employer for a period of less than ten (10) working days he is eligible for subsequent recall within three (3) months of termination.

- 5.08** (a) Except as provided otherwise in the trade appendices an employer may transfer an employee from one geographical area to any job or project in any other geographic area within the Province of Ontario on the following basis:

	Out of Area	L.U. or D.C.	Total
First Employee	-	1	1
Next Two Employees	2	-	3
Next Three Employees	-	3	6
Next Employee	1	-	7
Next Two Employees	-	2	9
Next Employee	1	-	10
Next Three Employees	-	3	<u>13</u>
<b>Total</b>	<b>4</b>	<b>9</b>	

- (b) The first out of area employee may be a working foreman. The maximum in the above schedule may be increased by such further employees as may be agreed upon between the employer and Local Union, Regional Council or District Council having jurisdiction. Before commencing work the member must be given a referral slip.
  - (c) Layoff as between the number of out of area and local employees shall be in reverse order of above schedule.
  - (d) It is the responsibility of employees working in a Local other than their Home local to fill out a Reciprocal Form.
- 5.09** If an Employer transfers employees under Article 5.08 he cannot recall employees for such job or project under Article 5.05.

- 5.10** If an employer recalls former employees under Article 5.05, he may transfer one (1) key employee from one area to a job or project in another Local Union or District Council area, provided however that the said key employee may not be transferred from one job or project to another within the area. An apprentice shall not be considered a key employee. A key employee shall report to the Local Union, Regional Council or District Council in the area where the work is to be performed before commencing work and must be given a referral slip.
- 5.11** All referral slips issued under the provisions of this Article must be given to the steward before commencing work.
- 5.12** Where the Employee Bargaining Agency has reasonable cause to deem an employer to be a repeated violator of this article and if the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to comply with the provisions of this article determines that the employer has violated the Collective Agreement with respect to the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the Grievance including but not limited to, all reasonable legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct money, cost incurred in serving a summons, and any expenses incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration.

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

- 6.01** (a) The wages for employees shall be those as set out in the schedules.
- (b) An employee who is transferred from one area to another shall be paid the total wage package in the area from which he was transferred or the total wage package in the area to which he was transferred whichever total package is greater.
- 6.02** Wages shall be paid by either direct deposit on mutual agreement between the local union and the employer, or on the job by cheque before the regular quitting time on or before Thursday for the payroll period ending the previous calendar week. If the employer defaults in the payment of wages as aforesaid, he may be required by the Union to pay wages by cash rather than by cheque.
- 6.03** Each employee shall receive a statement or statements "on the regular pay day" which shall indicate:
- (a) the name of the employer and the employee;
- (b) the pay period;

- (c) the total hours worked at straight time;
- (d) the total hours worked at overtime;
- (e) the hourly rate and applicable premiums;
- (f) the amount of vacation and/or statutory holiday pay;
- (g) details of all deductions; including EI, CPP and Income Tax
- (h) the amount of travelling and board allowance;
- (i) the address of the Company on the cheque stub.

**6.04** No employee shall be laid off except during working hours on the project.

**6.05** When an employee is laid off from a job on a scheduled regular layoff he shall receive one hour's notice with pay and he will be permitted to leave the job immediately after the one hour's notice is given. If the employer fails to give the employee one hour's notice in advance of layoff, the employee shall be paid an additional one hour's pay at straight time rates. At the time of layoff the employee shall be paid in full and given possession of all his documents. If the employee cannot be paid and be given his documents at that time, he shall receive his pay and documents within 48 hours. The 48 hour period is exclusive of Saturdays, Sundays and Statutory Holidays. If this provision is not complied with, the provisions of 6.07 hereof shall apply.

**6.06** When an employee is discharged or quits he shall be paid his wages and documents on the next pay day.

**6.07** If an employee fails to receive wages and documents in accordance with the provisions of Article 6.05 or 6.06, he shall after notice be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day until the employee is in possession of such wages and documents. It is understood and agreed that all fringe benefits will be paid as per the Agreement.

A telephone call from any person acting on behalf of an employee shall constitute notice under the terms of this Article, of this Collective Agreement.

**6.08** The wage schedules are set forth in Schedule "D" which forms part of this Agreement.

**6.09** Except for employees covered by the trade appendices where, in any geographic area, no rate is shown in the wage schedules for any subdivision of the trade, the rate for Carpenter shall apply.

**6.10** The rates for Divers and Divers Tenders are those set out in Article 21 of this Agreement.

- 6.11** All employees wages and benefits, including all deductions from wages and employer contributions required by this collective agreement shall be deemed to be monies held in trust in the hands of the employer.

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

- 7.01** The hours of work are set forth in Schedule "D" which forms part of this Agreement.
- 7.02** For the purposes of this Article:
- (a) 8/40 in the Standard Hours column means eight (8) hours in the day and forty (40) hours in the week normally worked at straight-time rates.
  - (b) The entry of "x" in the Overtime and Shift Premium columns indicates multiples of the straight-time rate thus, "2x" means double the straight-time rate.
  - (c) Where shift premiums are based on a time differential basis, such as eight (8) hours' pay for seven (7) hours' work, they have been converted to multiples of the straight-time rate using the abbreviation "x".
  - (d) The data in the "Work Breaks" column show the number of daily rest periods provided and their duration.
  - (e) The "Reporting Pay" column shows the minimum amount of pay or work guaranteed an employee who reports to work on schedule but finds no work available because of inclement weather, shortage of material, or other conditions (see Article 12.01 of this Agreement).
  - (f) "Holidays" in the third column under "Overtime" means those statutory holidays that are listed in Article 8.01 (a) of this Agreement.
  - (g) For complete application of the data, reference must be made to the text immediately below the table for each area.

#### **ARTICLE 8 - HOLIDAYS AND VACATIONS**

**8.01 Holidays**

- (a) The following days shall be recognized as Statutory Holidays for the purposes of this Collective Agreement:  
New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Heritage Day or equivalent shall be included when proclaimed provincially.
- (b) When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend. The employer shall advise

the steward when employees are to work on Saturday, Sunday or holiday. Such notice shall not be used to interfere with such work. When Canada Day falls on a Tuesday, Wednesday, or Thursday. The Employer and Local Union may, by mutual agreement reschedule the holiday to a Monday or Friday.

(c) Any work performed on a Holiday shall be paid for at double the regular hourly rate applicable.

- 8.02** (a) Employees shall be paid vacation and statutory holiday pay in the amount of ten percent (10%). That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standards Act, as amended from time to time, and the balance shall be in lieu of payment for recognized Statutory Holidays.
- (b) Employees are entitled to take a vacation at a mutually convenient time exclusive of holidays each calendar year without prejudice to their employment.

**ARTICLE 9 - HEALTH PLANS, PENSION PLANS,  
VACATION PAY FUNDS, APPRENTICESHIP AND  
TRAINING FUNDS AND OTHER FUNDS**

**9.01** The parties hereto agree that all fringe benefit plans or funds may be jointly trusted by a number of trustees appointed by the Employers and a like number of trustees appointed by the Union. Excluded from the provisions of this section are:

(i) The Local Union 18 Vacation and Statutory Holiday Pay Trust Funds and the provisions of 9.07(b), (c), (d), (e), 9.08 and 9.09 and 9.10 are not applicable in respect to such fund but are replaced by those provisions included in this Article commencing at 9.14; and

(ii) The Carpenters' Local 1256 Health and Welfare, Pension, Vacation Pay and Training Funds and the provisions of this section and the provisions of Article 9.07 (b), (c), (d), (e), 9.08, 9.09 and 9.10 shall not be applicable in respect to such fund(s). Local Union 1256 herewith undertakes to hold harmless and agrees to indemnify the employers and successors, administrators and assigns any and all liabilities incurred into the Local Union 1256 Health and Welfare, Pension, Vacation Pay and Training Funds and the Association from any and all liabilities incurred by the Local Union Administrators and Trustees in the administration of said Funds.

**9.02** The parties agree that all health plans and pension plans shall provide a reciprocity provision with each plan or fund within Ontario.

- 9.03** The parties hereto agree that the health plans presently in existence as listed in the Schedules shall continue. The rate of contribution to be paid into the health plan by each employer shall be as indicated in the Schedules for each hour earned by each employee in his employ. Where employer contributions to a health plan on behalf of a member exceed the annual amount, which may be accumulated by a member, such excess contributions may, at the direction of the trustees, be treated as pension contributions and be remitted in accordance with 9.04 hereafter.
- 9.04** The parties hereto agree that the pension plans presently in existence as listed in the Schedules shall continue. The rate of contribution to be paid into the pension plan by each employer shall be as indicated in the Schedules for each hour earned by each employee in his employ.
- 9.05** The parties agree that the Vacation Pay and Statutory Holiday Pay monies, including surplus interest through investments if funded shall be distributed and expended as stipulated in Schedule "D".
- 9.06** Existing apprenticeship and training funds and/or plans shall remain as presently constituted. Except as provided otherwise in the Wage Schedules, the rate of contribution and/or deduction to be paid into such funds by each employer and/or employee shall be as indicated in the Schedules for each hour earned by each employee. The provisions of this Article 9 shall apply regardless of the fact that existing or future apprenticeship funds or plans are or are not jointly controlled.
- 9.07** (a) Contributions and/or deductions shall be forwarded by first class mail, postmarked no later than the 15th day of the month following the month in which the hours have been earned, or delivered by the 20th day of the month following the month in which the hours have been earned together with supporting information entered on a reporting form as designated by the Trustees for the geographic area where the work is being performed. At no time shall the contributions and/or deductions be paid directly to the employee.
- (b) In the event an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.07(a) the employer shall pay to the Trustees, as liquidated damages and not as penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears provided the employer has received five (5) days' prior written notice to correct such delinquency and has not done so.

- (c) With reasonable cause, the Trustees may request an employer to submit to them, within a stipulated period, a certified audited statement of contributions and/or deductions to these funds for a period not to exceed twenty-four (24) months before the date the audit takes place. Such statements shall reply to the questions submitted to the employer by the Trustees. This procedure does not prejudice any action currently being taken by Boards of Trustees.
- (d) If the employer does not submit the certified audited statement as per 9.07(c) the Trustees may appoint an independent chartered accountant to enter upon the employer's premises where the payroll records are kept during regular business hours to perform an audit of the employer's contributions and/or deductions to the required benefit plans or funds.
- (e) Where the Trustees appoint an auditor the cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the employer if the employer is found to be in deliberate violation of the Collective Agreement. In addition the Trustees may assess a penalty not to exceed \$25,000.00, if the audit discloses any deliberate violation.

**9.08** In the event such audit reveals that the employer has failed to forward or deliver contributions and/or deductions in accordance with the provisions of this Agreement, the employer shall, within five (5) days of receipt of written notice from the Trustees, forward or deliver all outstanding contributions plus any penalties along with completed supporting contribution report forms as required by the fund or plan.

**9.09** Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions and/or deductions in accordance with the provisions of this Agreement, the penalty provision as expressed in 9.07(b) shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

**9.10** Where the Trustees deem an employer to be a repeated delinquent in forwarding or delivering contributions and/or deductions, the employer shall post a bond or certified cheque in an amount to be determined by the Trustees and not to exceed the sum of fifty thousand dollars (\$50,000.00) for each trust fund and/or plan to which the employer is required to make contributions, deductions or payment, such sums to be held in trust by the Trustees for a period to be determined by the Trustees.

- 9.11** If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 9.07 unless such employer is no longer active in the area and has filed a termination report.
- 9.12** The parties hereto agree that, on mutual agreement between the Union and the EBA, a new plan or fund may be established during the life of this Agreement in accordance with the provisions provided herein. The contribution required for any such new plan shall be deducted from the total negotiated wage package. Nothing in this Article 9 shall prohibit the merger of existing plans or funds.
- 9.13** The L.U. 494 Supplementary Unemployment Benefit Plan no longer exists.
- 9.14** (a) Contributions shall be made to the L.U. 18 Vacation and Statutory Pay Trust Fund. They shall be forwarded by first class mail postmarked no later than the fifteenth (15th) of the month following the month in which the hours have been earned or delivered by the twentieth (20th) day of the month following the month in which the hours have been earned.
- (b) In the event an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.07(a), the employer shall pay to the Trustees, as liquidated damages and not a penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum) from the date for any delinquent contributions fifteen (15) days in arrears provided the employer has received five (5) days' prior written notice to correct such delinquency and has not done so.
- (c) Local Union 18 herewith undertakes to hold harmless and agrees to indemnify the employers and successors, administrators, and assigns against any liability incurred by each or all of them by reason of their having made payment into the L.U. 18 Vacation and Statutory Holiday Pay Trust Fund pursuant to this section.
- 9.15** The Union and/or Employer Bargaining Agency, with the consent of the Trustees and on behalf of the Trustees, may enforce any part of this Article 9 that relates to the matters arising between an employer and the Trustees. Within such proceedings and again on behalf of the Trustees, the Union and/or the Employer Bargaining Agency may seek all of the remedies contemplated in this Agreement or in the Trust Agreement. Nothing herein precludes the Union and/or Employer Bargaining Agency, on behalf of the Trustees, from filing a grievance and proceeding pursuant to the Lien Act or Section 133 of the Ontario

Labour Relations Act or utilizing any other section of the Act in addition to or in conjunction with the aforesaid.

- 9.16** In addition to all other remedies available to the Union, the Employer Bargaining Agency, and the Trustees in this Article or in any other portion of the Collective Agreement, should the Trustees deem an Employer to be a repeated delinquent in forwarding or delivering contributions or deductions, the Trustees may, upon written notice require the employer to deliver contributions and/or deductions on a weekly basis, commencing with the week beginning the Monday after such notice is delivered by the Trustees. Contributions and/or deductions for each work week shall be remitted to the Trustees or appropriate administrator at the same time as wages are due to employees pursuant to Article 6 hereof.
- 9.17** In the event that a grievance alleging that an employer has failed to make the proper payments to any Trust fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:
- A statement signed by a member of the Union, a business representative, a trustee or the administrator of a trust fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the employer with proper documentary evidence.
- 9.18** If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a trust fund or an administrator as required by this Agreement, determines that an employer has violated the Collective Agreement on the above grievance(s), then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness and Business Representatives, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 133 or otherwise, for the Board of Arbitration.
- 9.19** The Parties hereto agree that the Union trustees to all Boards of Trustees shall include at least one of the business representatives or business manager of the Local Union.
- 9.20** When an employer commences business or undertakes a project for the first time in the area of a Local Union, the Local Union may require

an employer to post or secure a letter of credit to cover any delinquencies to Trust Funds or administrators as required by this Agreement. The maximum amount of the letter of credit shall be the amount the employer would be expected to contribute for a four month period.

- 9.21** The parties recognize that the payments to the various trust funds are part of a total wage package. For the purposes of directors' liability to employees under the Ontario Business Corporations Act and the Canada Business Corporations Act, the wages set out in this Collective Agreement are the total wage packages set out in Article 6, Schedule D of the Collective Agreement. "All Employer contributions with the exception of Employer Association Administration Funds, are to be considered as forming part of the employees' total wage package. In the event that any of these funds cease to exist and/or are ruled taxable employee benefits by Revenue Canada in the future, such funds will revert to hourly wages and/or employee deductions.

**ARTICLE 10 -UNION DUES CHECKOFF, SUPPLEMENTARY DUES, UNION ADMINISTRATION FUND, ASSOCIATION ADMINISTRATION FUND**

- 10.01** (a) Each employer agrees to deduct, on the basis of a cents-per-hour rate for each hour earned, from each employee in the bargaining unit for Union Dues Check-off, Supplementary Dues and the Union Administration Fund as listed in the Schedules. The Trustees of the benefit plans and funds referred to in Article 9 and 10 hereof shall promptly notify the parties, including the Local Union, Regional Council or District Council having geographic jurisdiction in the area or areas in which an employer is working, of any failure by an employer to pay the contributions required in Articles 9 and 10. Each employer agrees to deduct one cent (\$0.01) for each hour earned from each employee in the bargaining unit as an addition to the Union Administration Fund to fund the Ontario Construction Secretariat. Such deduction shall be remitted in accordance with 10.01(b).
- (b) The employer shall forward or deliver such deductions with the other contributions under Article 9 together with the supporting information as required by the Trustees on the reporting forms for the geographical area where the work is being performed.
- (c) Such deductions shall be immediately distributed to the Union, the District Council, Regional Council or the Local Union by the administrator of the funds.

(d) The Unions agree to hold harmless and indemnify the employers, the EBA and the Trustees against any liability incurred as a result of such deductions.

**10.02(a)** (i) Each employer bound by this Agreement shall contribute an amount per hour shown in the appendices and schedules, for each hour earned by each employee covered by this Agreement to the Association Administration Fund.

(ii) Members of the Industrial Contractors Association will contribute an additional one cent (\$0.01) for each hour worked by each employee covered by this agreement. Members will include any required supporting information. Such contribution will be remitted direct to the Industrial Contractors Association of Canada.

(b) The employer shall forward or deliver such contribution with the other contributions under Article 9 together with the supporting information as required by the Trustees on the reporting forms.

Each employer shall contribute a further one cent (\$0.01) for each hour earned by each employee covered by this Agreement to the Association Administration Fund to fund the Ontario Construction Secretariat. Such contribution shall be remitted in accordance with 10.02(b).

(c) Such contributions shall be immediately distributed to the local trade or association by the administrator of the funds, together with a list of the employers and the amount of their contributions.

(d) The employers agree to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of such contribution.

**10.03** Where no plans or funds exist as described in Article 9, the contributions and deductions together with supporting information required by this Article 10 shall be forwarded or delivered to a central administrator who shall immediately distribute such contributions and deductions to the various parties as stipulated in this Article 10.

**10.04** Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions and/or deductions together with supporting information in accordance with the provisions of this Agreement, the penalty provision as expressed in Article 9.07(b) shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

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

**11.01** The travel schedules are set forth in Schedule "D" which forms part of this Agreement.

**ARTICLE 12 -REPORTING ALLOWANCE**

**12.01** When an employee reports for work as usual but is unable to commence work because of: (a) circumstances beyond his control, except inclement weather or labour disputes, he shall be given two hours' pay plus any applicable travel allowance, or (b) inclement weather, he shall be given one hour's pay plus any applicable travel allowance for reporting on the job provided, however, that the employee remains on the job during either of the aforementioned periods.

**12.02** If the employer advises an employee that he may leave the job the employee shall be paid the hours of pay and applicable travel allowance as outlined in 12.01(a) or (b).

**12.03** If reporting time occurs during Holidays (as defined herein, including Saturday & Sunday) or overtime hours, the applicable premium rate shall apply.

**12.04** When instructed to wait beyond the periods set out in 12.01 (a) or (b), the employee shall be paid, in addition to the reporting allowances, the applicable hourly rate for the shift for the period of the extended wait.

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

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

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

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

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

**13.03** 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 \$1,100.00. The employer's liability shall not exceed \$330.00 for clothing. Employees are to be reimbursed as soon as possible.

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

#### **ARTICLE 14 - BUSINESS REPRESENTATIVE AND STEWARD**

**14.01** A Business Representative of the Union shall have access to all jobs or projects during working hours after first making his presence known at the job office, if such exists, and/or to an employer's management representative on the job or project site, but in no case shall his visits interfere with progress of the job. In circumstances where the employer does not have the authority to allow access, the employer agrees to make a joint application with the Union on and at the time of request to the owner to gain such access. The Representative, when on site, shall abide by all site regulations and safety and security rules as stipulated in the appropriate safety acts and regulations.

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

(b) The steward shall be one of the last two (2) employees on the job provided he is qualified to perform the available work. In the event the job is temporarily closed down to the extent that no employees are working, on re-opening the job, the steward shall be one of the first two (2) employees to be recalled.

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

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

**14.03** Where camp accommodations are provided by the employer, the Business Representative of the Union shall have access to such accommodation. He may be required to pay a reasonable fee for same.

#### **ARTICLE 15 - NO STRIKE - NO LOCKOUT**

**15.01** There shall be no strike, as defined by the Labour Relations Act, by the Union and no lockout, as defined by the Labour Relations Act, by the employer during the term of this Agreement.

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

**16.01(i) Safety:**

- (a) All work shall be performed in accordance with the provisions of the Occupational Health and Safety Act of Ontario as amended from time to time.
- (b) The parties agree to co-operate in maintaining and improving safe working conditions and practices.
- (c) Each employer shall provide first aid facilities on the job as prescribed by the Workplace Safety and Insurance Act and relevant regulations thereunder. No employee shall be discriminated against for refusing to work under an unsafe condition.

**16.01(ii) Health and Safety Training:**

- (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 and Safety and those aspects of training as agreed to from time to time by the local union and employers association and the LAC where required.
- (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) The union agrees the Health and Safety Training programs to be delivered over an agreed amount of time are WHMIS, Fall Protection and Confined Spaces.
- (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.

- 16.02** An employee, who is injured in the course of performing his duties on the job and who is unable to continue to work, shall be paid to the end of his regularly scheduled shift. The Steward or Health and Safety Representative or Business Representative shall be notified of any loss time injury to an employee.
- 16.03** An employee injured in the performance of his duties, who is medically fit to return to work, shall be reinstated to his former position where practical and where the job is not complete. No person shall have this privilege if the accident was not reported as soon as possible.
- 16.04** The employer shall provide a supply of fresh cold drinking water at all times in enclosed sanitary containers with a spout and paper cups and shall provide soap, towels and adequate sanitary toilets on the job which shall be kept clean at all times and adequately heated when necessary. Flush toilets shall be provided where practical.
- 16.05** During each one-half ( $\frac{1}{2}$ ) shift, employees shall be permitted a ten (10) minute paid break. Employees shall be allowed a one-half ( $\frac{1}{2}$ ) hour unpaid break for lunch, in the shelter, which is to be taken near the mid-point of the shift.
- 16.06** Every employee shall, as a condition of employment, own and wear an approved safety helmet and lining, approved protective footwear and other personal protective equipment required in the normal course of their duties. Equipment and special wearing apparel required under abnormal conditions or during inclement weather such as, but not limited to, approved safety belts, waterproof garments, safety rubber boots, coveralls and gloves, eye protectors, and welder's equipment, shall be supplied by the employer and shall be returned after use. The employer will supply non-prescription safety glasses and replace same when damaged to all employees who require them, without cost or deposit to the employee, provided he or she returns the safety glasses on termination.
- 16.07** The tools of an employee shall be in good condition before starting time each day and shall be maintained in that condition. The employer shall supply the necessary equipment for use by an employee or outside services to keep employees' tools in good condition. If an employee is required to maintain his own tools in good condition, he shall be allowed to do so during working hours.
- 16.08** (a) No employee will be required, except as otherwise provided herein, to provide vehicles, power tools and accessories, non-

durable tools such as power drill bits, taps, dies and soft hammers, steel files, hacksaw blades, chalk, equipment or mitre boxes which are necessary to perform work under this Agreement.

(b) No employee shall rent or supply power tools or any equipment for the use of the employer.

**16.09** Employees shall be allowed, after reasonable notice, leave of absence without pay for a reasonable period to serve jury duty and to attend Union Conventions, Welfare and Pension Conferences or for family bereavement.

**16.10** In the event of conflict of direction or instruction, an employee shall take direction or instruction in reference to work from the sub-foreman or foreman or any other person who is a member of the United Brotherhood of Carpenters and Joiners of America.

#### **ARTICLE 17- APPRENTICES**

**17.01** (a) The use of apprentices shall be encouraged and their improvement will be advanced by a properly operated apprenticeship program actively administered by apprenticeship advisory committees of three (3) members from the Union and three (3) members from the EBA. The quorum for the meetings of such committees shall be three (3) members provided that, if both parties are represented, the members of each party shall have equal voting rights.

(b) **APPRENTICESHIP TRAINING**

The EBA and the Union recognize the importance of the apprenticeship programs which involve both in school training and on the job experience. Over the term of the apprenticeship program, apprentices shall attend all of the required in school training sessions necessary to complete their apprenticeship. With this joint commitment to the apprenticeship program in mind, the parties have agreed as follows:

(a) in addition to working the required hours, it is understood and agreed that apprentices shall not be entitled to the next applicable term or yearly wage rate unless and until they have completed the required in school training sessions and passed any required exams; or approved for advancement by the Local Apprenticeship Committee.

(b) 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.

- 17.02** The EBA shall actively participate in the formation of a local apprenticeship advisory committee and appoint member delegates to attend committee meetings at all times.
- 17.03** The Union shall accept as members of the Union apprentices that are indentured to an employer or the local apprenticeship advisory committee. The apprenticeship advisory committee shall have full powers over the training, education and movement of all apprentices.
- 17.04** Any examination or entry qualifications shall be at the sole discretion of the apprenticeship committee and the method applied to any examination or entry qualification shall be the responsibility of the apprenticeship committee.
- 17.05** The number of apprentices shall be as established by the Trade Schedule under the Trades Qualification and Apprenticeship Act 2000 as amended.
- 17.06** The Employer Bargaining Agency will not enter into any apprenticeship program covering work recognized as that of the Carpenters under Article 19.01.

#### **ARTICLE 18 - CAMP ACCOMMODATION**

**18.01** Camp accommodation for Local Unions other than Local Union 1669 shall be determined between representatives of the Union and the EBA at a pre-job conference which may include other building trades.

**18.02 Local Union 1669 - Thunder Bay**

When the Parties of this agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply:

Installation of the camp shall be performed by members of trade unions recognized by the Building Trades Council.

It will not be a violation of this Agreement if the members of the Union refuse to occupy camps, whether standing or mobile, if the above clause has not been adhered to. The Accepted Standard Camp conditions governing both standing and mobile will be as follows:

**Camp site:**

Every camp shall be so located that good natural drainage is provided against year round climatic conditions.

**Occupancy:**

No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all additions.

**Accommodations:**

The standard accommodation shall be approximately 112 square feet of floor space per room for two men. Whenever practical rooms will be occupied by one man only.

Two (2) enclosed clothes cupboards of at least six square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

One light for each bed, one light (ceiling) for each room; one wall plug for each bed.

Two beds per room with box spring mattresses at least six (6) feet in length.

One window per room; one mirror per room; one table and two chairs per room; one wastepaper basket.

Rooms to be fully enclosed with a door and lock and key.

There shall be individual room-controlled heat by valve or damper.

Clean linen once a week, blankets laundered out every three months or when deemed necessary. New man to be supplied with clean blankets and sheets.

Interiors of bedrooms painted including washrooms.

All floors in all rooms to be covered with material other than wood e.g. lino or tile.

**Toilet and Washroom Facilities:**

1 to 15 men	2 flush toilets
16 to 30 men	4 flush toilets
31 to 45 men	5 flush toilets
46 to 60 men	6 flush toilets
61 to 75 men	7 flush toilets
76 to 90 men	8 flush toilets

and then one (1) additional flush toilet for every additional fifteen (15) men thereafter.

There shall be sufficient urinals, one shower for every ten (10) men; one wash basin for every five (5) men; to be of the porcelain type (as in household bathroom), one mirror to each basin.

One laundry room washing machine, dual wash tub for every twenty-five (25) men, one separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters.) One dryer to be located in the Laundry Room.

**Recreation:**

Recreation rooms shall be supplied. Smokes and soft drinks shall be available. Free coffee will be supplied from 8:00 p.m. to 10:00 p.m.

Outside walls of the above to be completely closed in the cold weather. Sidewalk to be provided between the living quarters and from living quarters to dining rooms and recreation rooms.

The above to be standards for Stationary or Permanent type camps. In the initial construction of the above, the camp construction workers in the areas where there are no hotel accommodations shall construct such housing as is necessary for them (this is not to be a tent).

When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters and their original buildings shall be disposed of or not used for lodging from that time on.

**Mobile Camps:**

In the matter of mobile camps, such mobile camps are acceptable providing the standards of accommodation equals that which are outlined as below:

Only trailers that are built, conveyed to the camp site, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils will be acceptable.

When trailers are used, they must be spaced not less than seven feet apart and be staggered so that when doors are opened, the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) men by propane heat or the equivalent of not less than 20,000 B.T.U.

**Catering:**

Cafeteria style of serving meals will be acceptable, providing dishes are carried by the Culinary Staff. The food shall be of good quality and have the approval of the Camp Committee (said committee shall be comprised of members from the United Brotherhood of Carpenters and Joiners of America and the Local Building Trades Council. In the event that no Building Trades Council is in existence, then the committee shall be comprised of members from the United Brotherhood of Carpenters and Joiners of America and any other building trade union as may be occupying the camps).

There shall be sufficient housekeeping staff supplied by the Culinary Workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times and further all grievances shall be dealt with by said Committee.

## **ARTICLE 19 - WORK JURISDICTION**

**19.01** The assignment of all work claimed in Schedule "A" and which is in accordance with established local area work practice shall be to members of the United Brotherhood of Carpenters and shall take precedence over any assignment awarded by any method of jurisdictional disputes settlement.

Where it can be established, local area work practice shall be as under the Collective Agreements which were in force prior to April 30, 1978 and April 30, 1979 in Sarnia Local 1256.

For the purpose of this Article "local area" shall mean the geographical jurisdictional area or areas of the local unions or district councils.

**19.02** The determination of established local area work practice under 19.01 will be placed before a committee for decision.

Any existing committee decisions on Local Area Work Practice shall continue in effect subject to any amendments or modifications agreed to in writing by the parties. The committee shall be composed of three (3) persons representing the EBA and three (3) representing the CDC. The composition of the representatives of the committee may be changed as best suits either the EBA or the CDC to reflect the interest of the sub-trade or nature of the work in question.

Applications for a committee decision will be filed with the EBA in the case of an employer or trade association and with the CDC in the case of the district council or local union.

The EBA and the CDC will each process an application according to procedures exclusively adopted by each party.

The committee will be convened upon the request of either the EBA or the CDC and must meet and hand down a decision within five (5) days of receipt of request for a hearing.

The committee may be convened for the purpose of issuing standing decisions.

A decision of the committee in favour of the CDC shall secure that Local Area Work Practice for the exclusive assignment to members of the United Brotherhood of Carpenters. The employer shall immediately implement the decision.

A decision against the CDC shall not require the assignment of the particular work in question to any other trade.

In the event that the committee is unable to render a decision such deadlocked decision may be subject to grievance and arbitration.

The committee shall hold its hearings in the local area where a decision was requested.

A subsequent assignment in violation of a committee's decision shall be considered a violation of this Agreement and subject to grievance and arbitration.

- 19.03** Any assignment of work that is awarded to members of the United Brotherhood of Carpenters under the provisions of this Agreement shall be acknowledged and supported by the EBA in all proceedings.

#### **ARTICLE 20 - PRE-JOB MEETING**

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

#### **ARTICLE 21 - DIVERS AND DIVERS' TENDERS**

- 21.01** (a) The employer agrees to hire and employ divers and divers' tenders in accordance with the terms and conditions of this Collective Agreement when they are available.
- (b) The Union agrees to supply divers who are qualified to work under all conditions peculiar to the area such as: diving through the ice, cold water, strong currents, murky water etc.; where visibility is zero and the diver must train himself to meet these conditions, plus be able to use the various tools necessary to properly do the work involved.
- (c) Work covered by this Agreement shall be submarine diving such as all new construction, re-construction, repairing, inspecting, removing, and recovering of all objects on or below the water surface where divers are needed.
- (d) Personal diving equipment supplied by the diver must meet all requirements, for diving equipment, as specified in the CSA standard Z275.2. The equipment shall be suitable for him to descend comfortably to the maximum working depth required. When regulation requires or when the diver is using surface supplied diving equipment all equipment required will meet the requirements of CSA standard Z275.2.
- (e) The employer shall supply to the diver all other tools and equipment relevant to diver's work; including scuba tanks surface supplied diving masks and helmets and buoyancy compensator if required, and shall also be supplied with a competent tender, as per CSA standard Z275.2, such equipment shall be in good condition at the commencement of employment. In a one day

emergency situation, the diver will supply the necessary diving equipment.

- (f) In a period of a regular working day, Monday to Friday, divers shall receive divers' rates for time spent out of water that is needed to safeguard diver's health.
- (g) Any loss or damage done to the diver's personal equipment in the performance of his work, except for normal wear and tear, shall be repaired or replaced by the employer.
- (h) When the temperature is below 40 degrees Fahrenheit, or 5 degrees Celsius, the diver will make his dives, where such conditions warrant it, with greater periods of rest in between, for the purpose of health and safety.
- (i) Reasonable amount of time shall be allowed the diver to dress and undress.
- (j) The diver when required shall provide the employer with proof that he has been examined by a duly licensed physician and found to be physically fit to perform underwater work. Qualified tenders who have six (6) months or more experience and meet the requirements of CSA standard Z275.4 can be used as divers at the divers' rate of pay.
- (k) The minimum divers' rate of pay shall be as per the divers Schedule 'D' as attached to this article.
- (l) The maximum time a diver is required to work in different depths of water shall be the optimum time as listed in the latest DCIEM or Canadian Forces Diving tables until government regulations changing this are implemented, at which time the new regulations will apply.
- (m) A suitable enclosure heated when necessary, shall be provided for the diver to change in. When the water temperature is 40 degrees Fahrenheit or 5 degrees Celsius or less, this change room shall be located on or as near as possible to the point where the dives are being made.
- (n) The diving tenders' rate shall be the Journeyman Carpenters' rate. Overtime for diving tenders shall be two (2) times the Journeyman Carpenters' regular rate. Overtime for divers and tenders shall apply after eight (8) hours per day Monday through Friday and on holidays, weekends, etc. as defined in this Agreement.
- (o) Tenders' work shall consist of tending the diver as ordered by the diver. A tender shall receive additional assistance when required so as not to leave the diver unattended.
- (p) The tenders shall work the same hours as the divers while tending and shall take directions from the diver and no one else

until released from tending duties by the diver, when he is no longer submerged.

- (q) If a Carpenter, regularly employed by the employer at the project is selected by the diver as a tender, he shall return to work under his regular foreman after his duties as tender are completed.
- (r) All tenders shall be qualified as such and have proof of competency to CSA standard Z275.2.
- (s) Divers in addition to their regular rate of pay shall receive a daily depth allowance as follows:
 

110' or over or 33.528 m or over	\$0.50 per foot from the surface.
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- (t) Divers and tenders shall have complete Provincial mobility. A diver and tender shall register by telephone with the Local Union or District Council having jurisdiction over the area where the work is to be performed.
- (u) The employer will supply suitable room and board in accordance with the travel schedules in this Agreement, to the diver when he is working outside the jurisdiction of his home Local Union.

**Divers - Article 6 - Schedule D**

EFFECTIVE DATE	HOURLY RATE	VACATION 4% HOLIDAY PAY 6%	HEALTH & WELFARE	PENSION	TOTAL
Nov 1/07	\$43.00	\$4.30	\$2.44	\$5.63	\$55.37
May 1/08	\$44.05	\$4.41	\$2.59	\$5.73	\$56.78
May 1/09	\$45.35	\$4.54	\$2.74	\$5.83	\$58.46

All Employer Contributions and Employee Deductions as per the Local Union Schedules for the area the project is in.

<b>APPRENTICES (TRAINEES)</b>			
1 <sup>ST</sup> Year – 60% of Journeyman	\$25.80	\$26.43	\$27.21
2 <sup>ND</sup> Year – 70% of Journeyman	\$30.10	\$30.84	\$31.75
3 <sup>RD</sup> Year – 80% of Journeyman	\$34.40	\$35.24	\$36.28

<b>ARTICLE 7 – SCHEDULE D</b>				
STANDARD HOURS	OVERTIME		SHIFT PREMIUM	WORK BREAKS
	AFTER DAILY HOURS	SATURDAYS & SUNDAYS		
8/40	2X	2X	2 <sup>ND</sup> & 3 <sup>RD</sup> 1¼	2X 10 MIN

**ARTICLE 22 - GRIEVANCE PROCEDURE**

**22.01** Where a difference arises between the parties hereto, or between any of the parties hereto and any person upon whom this Agreement is binding, relative to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitratable, or where an allegation is made that this Agreement has

been violated, the matter shall be adjusted under the following provisions.

- 22.02** No adjustment of a complaint or settlement of a grievance shall be made that is inconsistent with the terms and provisions of this Agreement.
- 22.03** No Employer, Employee, Association or Union shall make any private arrangement that may conflict with the terms and provisions of this Agreement.
- 22.04** A time limit of sixty (60) calendar days from the actual knowledge of the grievance by the Business Representative shall apply to the filing of a grievance with respect to wage claims, contributions for welfare, pension or supplementary unemployment benefit plans, vacation and statutory holiday pay, deductions for union dues check-off or union dues supplement, contributions or deductions, whichever the case may be, for Union and Employer administration funds, and for apprenticeship and training plans or funds.
- 22.05** All time limits mentioned in the Grievance Procedure may be extended by mutual agreement in writing. In determining time limits, other than the time limits for the filing of grievances, Saturday, Sunday and Statutory Holidays shall be excluded. Where no answer is given within the time limits, the aggrieved party may proceed to the next step in the procedure.
- 22.06** It is understood and agreed that an employee has no grievance until an opportunity has been given to adjust a complaint. The employee may discuss the matter, with or without the Steward or Business Representative, with his foreman or other supervisory personnel. Failing settlement of a complaint within two (2) days, a grievance may be proceeded at Step One. (See 22.13).
- 22.07** No grievance, except those grievances referred to in 22.04, shall be entertained by either party unless filed by the aggrieved party within ninety (90) calendar days of the circumstances giving rise to its occurrence.
- 22.08** All grievances shall be in writing and set down all details related to the grievance, including name and location of the project and the Article or Articles of this Agreement alleged to have been violated and the nature of the remedy sought. Where the grievance relates to the performance of work claimed by Carpenters and not performed by Carpenters, the grievance shall state the affiliation, if any, of the workers performing the work and the name of their employer if different than the respondent employer.

- 22.09** A "Group Grievance" shall be processed as a single grievance on behalf of a group of employees who have the same complaint. Such grievance shall be signed by the Steward or Business Representative and shall be dealt with commencing at Step One. The employees are not required to sign a Group Grievance but they shall be listed on the grievance form.
- 22.10** A "Policy Grievance" shall relate to the interpretation, application or administration of this Agreement and shall be filed within ninety (90) calendar days of the circumstances giving rise to its occurrence. Policy Grievances shall be signed by an authorized representative of any aggrieved party to this Agreement.
- 22.11** A Policy Grievance flowing from the master portion section of this Agreement which involves more than one Geographic Area shall be processed at Step Three.
- 22.12** A Policy Grievance flowing from any trade appendix, or, from the master portion of this Agreement which is confined to one Geographic Area, shall be processed at Step Two.
- 22.13 Step One**  
The grievance shall be discussed between the Steward or Business Representative and the official of the employer named by the employer to handle grievances at this Step. If a satisfactory settlement is not reached within two (2) days from the date it is filed, the grievance may be processed at Step Two at any time within five (5) days thereafter.
- 22.14 Step Two**  
The grievance shall be filed with the Business Representative and with a representative of the applicable local or trade employers' association. If a satisfactory settlement is not reached within five (5) days of the date it is filed, the grievance may be processed to final and binding determination under Article 23 at any time within thirty-five (35) days thereafter.  
Where no applicable local or trade employers' association exists or where such association refuses to receive the grievance, the grievance may be processed to final and binding determination without regard to the five (5) day time limit.
- 22.15 Step Three**  
In this Step, a grievance shall be filed with representatives of the parties to this Agreement so designated for this purpose. A provincial joint committee shall meet to resolve the grievance. If a satisfactory settlement is not reached within ten (10) days of the date it is filed, the

grievance may be processed to final and binding determination under Article 23 at any time within thirty-five (35) days thereafter.

- 22.16** In order for a settlement of a grievance to be used by any party as a precedent in future cases, it must be filed with the provincial joint committee for the committee's unanimous concurrence. In the event of failure to obtain such unanimous concurrence, a settlement shall be treated as being only applicable to the facts in question.
- 22.17** Monetary settlements of a grievance involving employee(s) shall be forwarded to the Local Union or District Council for distribution to the grievor(s).

### **ARTICLE 23 - ARBITRATION**

- 23.01** A party proceeding to final and binding determination shall have the option of selecting either a private board of arbitration or the Ontario Labour Relations Board under the provision of Section 133 of the Ontario Labour Relations Act, as amended from time to time. In any such procedure, the EBA and the CDC shall have the same rights as the parties to the grievance.
- 23.02** The aggrieved party shall send written notice to the EBA and the CDC of its intent to proceed to final and binding determination. It shall file a copy of the grievance form and the notice shall indicate the arbitration tribunal that has been selected. The aggrieved party shall continue to send such further written information that will advise the date(s) of the tribunal hearing, the name of counsel or representative engaged to present the case and, in the case of a private arbitration board, it shall provide the name of the chairman and members of the Board. In the event of failure to provide the EBA and the CDC with the required notice, the tribunal chairman shall adjourn the hearing forthwith and the EBA and the CDC shall be notified of the date of the continuance.
- 23.03** Except where otherwise provided in the Ontario Labour Relations Act with respect to the reference of a grievance under Section 133, the following provisions of this Article shall apply to a private arbitration tribunal.
- 23.04** A board of arbitration shall be composed of one person appointed by the employer, one person appointed by the union and a third person to act as chairman chosen by the other two (2) members of the Board.
- 23.05** If the two members fail to agree upon a chairman, either of the two nominees shall notify the parties responsible for their appointment of said failure, and the parties, jointly or severally, shall apply to the Minister of Labour for Ontario for the appointment of a chairman.

- 23.06** The decision of a majority shall be the decision of an arbitration board, but if there is no majority, the decision of the chairman shall govern.
- 23.07** An arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall it give any decision inconsistent with the terms and provisions of this Agreement.
- 23.08** In determining any grievance arising out of discharge or other discipline, the arbitration board may dispose of the claim by affirming the employer's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified.
- 23.09** In arbitration proceedings, each party shall pay the fees and expenses of its board member, whether appointed by the party or otherwise, and the fees and expenses of the chairman shall be shared equally by the parties.
- 23.10** Monetary settlements or awards involving employee(s) shall be forwarded to the Local Union or District Council for distribution to the grievor(s).

#### **ARTICLE 24 - JOINT LABOUR-MANAGEMENT COMMITTEE AND JOINT BOARD**

- 24.01** The parties to this Agreement hereby agree to establish a Joint Labour Management Committee with equal representation. This Committee shall hold regular or special meetings as circumstances warrant, but, in any event, it shall meet at least once every three months. The Committee shall have the power to clarify matters arising out of this Agreement and to consider matters proposed by either party for the improvement of labour-management relations.
- 24.02** The parties to this Agreement further agree to establish a Joint Board. It is agreed that this Board will be established within objectives and terms as agreed to by the parties.
- 24.03** The Joint Labour Management Committee agrees to ensure that Article 17 is enforced and supported.
- 24.04** The Joint Labour Management Committee agrees to support all training and upgrading programs and courses.

The Employers Bargaining Agency agrees to support the recommendations of the Provincial Advisory Committee in respect of compulsory certification of the carpentry trade.

## **ARTICLE 25 - MANAGEMENT RIGHTS**

- 25.01** The Union agrees and acknowledges that the Employer has exclusive rights to manage the business and to exercise such rights without restriction, save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing it is the exclusive function of the Employer:
- (a) to transfer, hire, direct, promote, demote, lay-off, discipline and discharge for just cause employees and to increase or decrease the working forces in accordance with the terms of this Agreement;
  - (b) to determine the materials and methods to be used, design of the products to be handled, facilities and equipment required.
- 25.02** It is agreed that the rights mentioned in Section 25.01 shall not be exercised in a manner contrary to the provisions of this Agreement.

## **ARTICLE 26 - INTERNATIONAL LIABILITY**

- 26.01** It is further agreed and understood that no liability shall attach to the United Brotherhood of Carpenters and Joiners of America by reason of any unauthorized act of any employee of any employer or of any Local Union, Regional Council, District Council, and/or the Carpenters' District Council of Ontario, or official thereof.

## **ARTICLE 27 - SEVERABILITY**

- 27.01** Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

## **ARTICLE 28 - AMENDING**

- 28.01** The terms and conditions of this Collective Agreement may be changed or amended by written agreement between the EBA and the CDC. It is understood and agreed by both parties to take reasonable steps to ensure the survival and growth of our market share. In the event that a local union or employer association unreasonably declines to participate in market recovery or retention, then the matter will be referred to the Carpenters' District Council of Ontario and Employer Bargaining Agency.
- 28.02** Any changes or amendments agreed to by local employer associations or trade associations and local unions or regional councils shall not be

effective unless and until such change or amendment has the written agreement of both the CDC and the EBA. Any change or amendment shall only be effective in the geographic area involved.

It is the sole responsibility of an employer to ascertain whether or not an amending agreement (targeting) is in place for any particular project or geographic area.

- 28.03** Where a particular clause(s), article(s) or provision(s) contained within this Collective Agreement works a hardship on a specific geographic area within the jurisdiction of a Local Union or Regional Council, the Local Union or Regional Council and the Local Employer Association and/or Local Trade Association may reach a Memorandum of Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union or Regional Council Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union or Regional Council specified in the Memorandum of Local Exemption or Amendment and such Local Agreement shall be ratified by the Employer and Employee Bargaining Agencies

Where the Local Union or Regional Council and the Local Employers Association and/or Local Trade Association agree on a procedure to amend the terms of the Local Schedule and/or Trade Appendix, as it applies to their local area, then that procedure shall be ratified by the Employer and Employee Bargaining Agencies and Articles 28.01 and 28.02 hereunder shall not be applicable to requests for amendment(s) to the Local Schedule and/or Trade Appendix applicable to their local area.

Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Carpenters' Joint Conference Board ("the CJCB") by either party in accordance with Article 28.04 hereunder.

- 28.04** Where no agreement is reached between the parties in accordance with Article 28.03, either party may refer the matter to the CJCB. The CJCB shall be made up of six (6) representatives, or such lesser number as agreed to by the parties, with an equal number appointed by the Employee Bargaining Agency and by the Employer Bargaining Agency. Appointments to the CJCB shall be made with regard to the matter in dispute and will not include representatives of the Local Union or Regional Council, the Local Employer Association or the Local Trade Association directly affected by the dispute.

The CJCB shall meet with the parties and attempt to resolve the matter(s) in dispute. The CJCB will have no power to make final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the CJCB to make a final and binding determination. Where the CJCB is authorized to make final and binding determination, the CJCB shall render such a decision based only on unanimous agreement of all representatives of the CJCB or in the absence of a recorded dissent by a representative of the CJCB. Where the matter(s) in dispute is not resolved within seven (7) calendar days, it may be referred in accordance with Article 28.05 hereunder.

**28.05** The Local Employer Association and/or Local Trade Association and Employer Bargaining Agency may refer any matter not resolved under the terms of Articles 28.03 or 28.04 to final and binding determinations by an Arbitrator selected from a list of persons to be agreed to by the parties, who is available to deal with the dispute within the time limits set out herein.

- (i) The Local Employer Association, Local Trade Association or the Employer Bargaining Agency may propose amendments, which would apply to any of the following:
  - (a) The kind of work performed, which could be all work performed in the Industrial, Commercial and Institutional sector or a specified kind of that work.
  - (b) The market in which it is performed, which could be work performed for all of the Industrial, Commercial and Institutional sector or a specified market in it.
  - (c) The location of the work, which could be work performed in all of the affiliated bargaining agent's geographic jurisdiction or a specified portion of it.
  - (d) Amendments with respect to a specific job or project.
- (ii) The Application may seek only amendments that concern the following matters:
  - (a) Wages, including overtime and shift differentials.
  - (b) Accommodation and travel allowances.
  - (c) Hours of work and work schedules.

The Local Employer Association and/or Local Trade Association and the Employer Bargaining Agency agree that they will not refer frivolous or minor claims under this Article.

**28.06** The person selected to arbitrate any matter pursuant to Article 28.07 below shall, at the request of either party, meet with the parties and

may attempt to mediate the matters in dispute, but in no case shall the time periods in Article 28.07 be exceeded.

**28.07** The Local Employer Association and/or Local Trade Association and the Employer Bargaining Agency shall submit its final position with regard to amendments to the Collective Agreement, to the Arbitrator, with a copy to the Local Union or District Council and the Employee Bargaining Agency at the same as its referral to the arbitrator. The Local or District Council shall submit its final Proposal for Amendment (if any) to the Collective Agreement to the Arbitrator, and to the applying party within ten (10) days of the referral. The Arbitrator shall, at his or her sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage with respect to the matters referred to in Article 28.05(i) hereof, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Local Employer Association and/or Local Trade Association and Employer Bargaining Agency and shall amend the Collective Agreement as proposed. The Arbitrator shall not provide reasons for his or her selection.

The Arbitrator shall select the final proposal which most achieves the objective of removing the competitive disadvantage and with the least changes to the terms of the Collective Agreement.

**28.08** No amendment(s) pursuant to this Article will have application or precedential effect, following the expiry date of this Collective Agreement.

**28.09** Where the Local Employer Association and/or the Local Trade Association and the Employer Bargaining Agency has made a final proposal pursuant to Article 28.07 and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

**28.10** The Employer Bargaining Agency agrees to oppose any request or application by any employer group or association to become a Designated Regional Employers Organization under Bill 69, other than the Local Employer Associations and Local Trade Associations referred to in and covered by this Collective Agreement.

#### **ARTICLE 29 - PAY EQUITY**

**29.01** The parties agree that as of January 1, 1990, there are no female dominated job classes within the bargaining unit, and, therefore, there

are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

**ARTICLE 30 - GENDER**

**30.01** Wherever in the wording of this Collective Agreement and all Schedules and Appendices attached thereto, the masculine gender is used, it shall be understood to include the feminine gender.

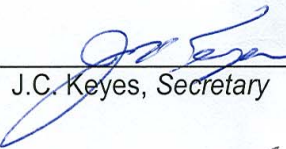
**ARTICLE 31 - DURATION, CHANGES AND RENEWAL**

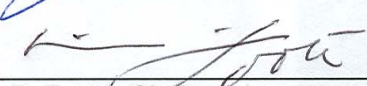
**31.01** This Agreement shall become effective on the 1<sup>st</sup> day of May 2007, and shall continue to remain in effect until the 30th day of April, 2010, and shall be renewed triennially thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within the period of one hundred and twenty (120) days before the 30th day of April, 2010, or in a like period in any triennial year thereafter.

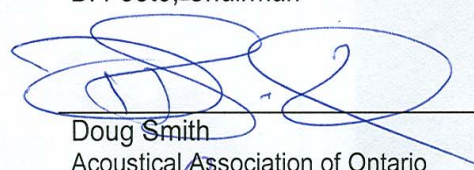
IN WITNESS WHEREOF the parties through their duly authorized officers have executed this Agreement, this 24<sup>th</sup>, day of May, 2004.

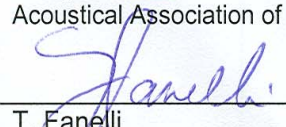
**For:**


**THE CARPENTERS'  
EMPLOYER BARGAINING  
AGENCY**

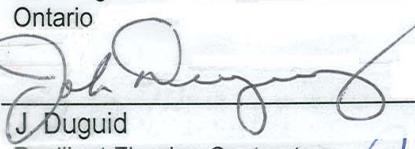
  
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J.C. Keyes, *Secretary*

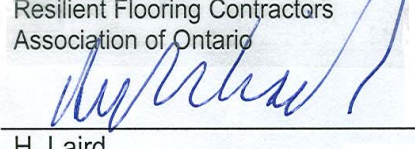
  
\_\_\_\_\_  
B. Foote, *Chairman*

  
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Doug Smith  
Acoustical Association of Ontario

  
\_\_\_\_\_  
T. Fanelli  
Industrial Contractors Association of  
Canada

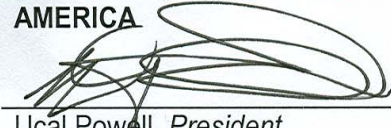
  
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S. Byberg  
Caulking Contractors Association of  
Ontario

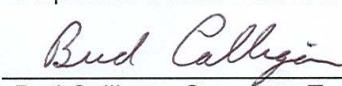
  
\_\_\_\_\_  
J. Duguid  
Resilient Flooring Contractors  
Association of Ontario

  
\_\_\_\_\_  
H. Laird  
Interior Systems Contractors  
Association of Canada

**For:**

**CARPENTERS' DISTRICT  
COUNCIL OF ONTARIO  
UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA**

  
\_\_\_\_\_  
Ucal Powell, *President*  
Carpenters' District Council of Ontario

  
\_\_\_\_\_  
Bud Calligan, *Secretary-Treasurer*  
Carpenters' District Council of Ontario

**SCHEDULE "A"**  
**SUBJECT TO ARTICLE 19,**  
**WORK CLAIMED BUT NOT LIMITED TO**

Heavy engineering, highway and bridge work; industrial, commercial and institutional work; building work on pipeline construction, sewers and watermains; the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of materials of wood, plastic, metal, fibre, cork and composition, and other substitute materials; the on-site production of components composed of wood and substitute materials either by the operation of machinery or hand tools; the on-site production of concrete components made by precasting, poststressing or by prestressing.

The erection, on-site fabrication and assembly and installation of store fixtures; the laying of all canvas roofs and decks; the application of all insulation for thermal weather-proofing or sound-proofing purposes applied by any means; the welding on of all work herein mentioned; the setting, plumbing and bracing of sash made of wood, steel, aluminium, or plastic; the installation of trim made of metal, wood or composition material; rubber bumpers at holding docks or any materials referred to as trim shall be installed by carpenters.

The installation of freezer or cold storage rooms, and facilities including walk in coolers and freezer rooms.

The construction, erecting, and dismantling of all temporary buildings, shacks, tool cribs; hoarding and guard rails; all levelling, cribbing, blocking and skirting of portable buildings and trailers, and dismantling of same.

The erection of all safety barriers.

The fabrication of all ladders, saw horses and work-benches.

Driving and levelling all stakes; building all batter boards and locating lines on same.

The operation and use of layout instruments as it pertains to the trade including but not limited to auto levels and lasers.

Laying out lines, measurements, grades and stakes; driving and levelling stakes, building and setting out all batter boards and locating lines on same as it pertains to the trade.

The building, erecting and setting of supports, falsework, and forms to receive concrete whether of wood, metal (not including Q deck or similar metal deck), plastic, fibreglass or any other material; the building and setting of all centres and bulkheads; the fitting and setting of all accessories and hardware required in any form including steel jacks, wedges and clamps and the burning and welding of same; the removal and dismantling of forms, falsework and accessories.

The setting, joining, welding and installation of waterstops, weather bars and expansion joints where it applies to concrete work.

All forming associated with cast in place fireproofing of beams and columns.

The installation of screeds for concrete floors except for metal decks.

The on-site fabrication of snap ties and tie rods.

The installation of precast trench systems and pre-engineered surface drainage systems imbedded in concrete such as Polydrain, within the building.

The building of manholes and catch basins and stripping of same inside the building.

The layout, levelling, assembly, bracing and aligning of all insulated concrete forms and any and all associated hardware and/or accessories. The laying out and installing of all inserts, bulkheads, bucks and blockouts in insulated concrete forms.

Where power rigging is used for the handling, setting, or dismantling of forms or any other material erected by carpenters, handling and signalling will be done by the carpenters: the on-site fabrication, handling, setting of all templates and inserts, including anchor bolts necessary for structural members or machinery and the placing and levelling of same whether rigged by hand or power; the erection, operation and alignment of all slip forms, whether hydraulic or manually operated.

The building, erecting ready for use of scaffolding and the dismantling of same;

The fastening on of all wooden, plastic or composition cleats to iron work or other materials; the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods.

The installation of any miscellaneous imbedded metal including any welding of same in concrete.

All welding and acetylene burning in connection with work covered in the carpenter's jurisdiction except for speciality trades.

The erection and installation of all metal studs or similar materials including all types of gypsum wallboard or panel installations by whatever means of fastening regardless of finish.

Fireproofing beams and columns.

The setting of door frames and hanging of doors of metal, wood and any other composition, including man doors, overhead doors, dock levellers, seals and shelters, sliding doors, rolling curtain doors and grills, sliding and bi-parting doors, multi-blade doors, strip doors and rapid acting doors, metal clad doors as well as all on site hoisting and handling of such materials, and

installing hardware by any means; the setting of window frames and hanging of sash, inside and outside blinds, windows and other frames.

The setting and installation of all wood and vinyl windows and frames including all necessary hardware.

Installation of aluminium doors and frames in prefabricated demountable partition systems.

The on-site assembly and erection of all wood, metal, plastic and composition partitions, including any welding of a plastic material, perimeter and curtain walls, whether built in place or prefabricated; the erection and installation or application of all shingles, shakes, siding, wallboard or sheets composed of wood, pulp, plastic, plaster, asbestos or composition materials or any other material including combined or faced with metal or vinyl by whatever means of fastening.

The preparation of sub surfaces, the preparation and layment of resilient surfaces, the laying of plywood as underlayment, the fitting of all devices - metal or otherwise - and the drilling of holes, to receive the complete installation of resilient floor covering or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, carpet, carpet tile, natural or synthetic latex, magnesite in liquid compound - in molded molten form - on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds - of metal, natural or synthetic fabric, synthetic turf or other synthetic materials.

The laying, sanding, finishing and sealing of hardwood floors including the laying of sleepers, sub floors, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring.

The installation of laboratory, institutional fixtures, and equipment, also cabinets, and work-benches, bookcases and cabinets, either separately or in connection with heating or air conditioning units; the installation of blackboards, bulletin boards, billboards, meter boards and backboards of all types.

The installation of lead baffles or lead liners to walls, aluminum framing, plastic moldings and any other work incidental to same. The erection of porcelain metal panels and metal siding.

The assembling, laying-out, handling, and setting of all seating in theatres, halls, churches, schools, banks, stadiums and open air theatres and other buildings or structures.

All acoustical and decorative ceiling systems and related work in their entirety, regardless of material content, commonly known as Direct Hung Suspension System, Attached Concealed System without Backing Board,

Furring Bar Attached System, Furring Bar Suspension System, Indirect Hung System and any ceiling system that may evolve in the future; all backing board used in conjunction with ceiling systems.

Lath work and related items, including gypsum lath, metal lath, and metal corner beads.

The installation of all pre-built, either on-site, or off-site, light weight exterior component systems, such as but not limited to, EIFS System including all the metal framing, gypsum board, the insulation, and all attachment including all welding related to this work.

When material is stock-piled in the working area, it shall then be handled by carpenters.

The handling and installation of all mill and cabinet work.

Rigging into place and setting and aligning of laminated beams, posts, trusses or arches and composition panels, both interior or exterior, and modular or prefabricated structures; the handling and erection of metal buildings.

Pile driving work, including the handling, driving, bracing, plumbing, cutting off and capping of piling, sheet piling, and tie backs whether of wood, metal or concrete, regardless of size or shape, the pulling, extracting or salvaging of such piling; and the cutting and placing of lagging.

The placing of all whaling, spring and fender lines and guard rails of wood or metal; the framing, boring, drilling or burning of holes.

The heading and splicing of wood piling, and making of wood sheet piling; the welding, cutting or burning of metal piling; the loading, unloading, framing, erecting, dismantling and handling of drivers, derricks, cranes and other pile driving equipment.

Underwater work on bulkheads, wharves, docks, caissons, bridges, viaducts and trestles, as well as salvage and reclamation work where divers are employed.

Diver tendering.

Core drilling related to underwater work.

Pipelines for waterworks and power plants requiring diving.

The installation and maintenance of soil stabilization systems.

Carpentry work in relation to rip rap.

The installation of access and computer flooring and components.

Framing or erecting of wood buildings including pre-fabrication on site.

Handling of lumber and drywall.

Handling of store fixtures.

Fabrication and setting of screeds for concrete and mastic floors.

Installation of runways and stages.

Cutting and framing of openings.

Carpentry work on wharves, docks, seawalls and breakwaters.

Backing for fixtures.

Welding of studs or other fastenings to receive materials being applied by carpenters.

Grounds for furring and strapping.

Installation of wood and metal shelving racks and louvres.

Installation of wood and metal cabinets.

Installation of drapery fixtures and hardware.

Installation of sink tops and cabinets.

Corion Counter Tops

Carpentry work in connection with weather protection.

Weather-stripping, caulking and sealing and work in connection therewith.

Installation of ceiling heat panels.

Application of fabric acoustic systems of any kind.

Installation of washroom accessories and toilet partitions.

Installation of Lockers.

Cutting, laying and fastening of wood deck protection on roofs.

The installation of arena and skating rink boards and glass and any associated work including cutting of backing supports.

The cutting, shaping and installation of plexi-glass and like materials in wood framing.

Weatherproofing, environmental protection and enclosures including installation of poly, tarps and "Rino Wrap" as it relates to Carpenters work.

Erection of all dust protection barriers.

Carpenters work in relation to the building and erecting of clean rooms.

The layout, cutting, preparing, prefabrication, installation and repairing of any and all light and heavy gauge steel framing components and buildings. Including but not limited to sills, joists, subfloors, bridging, blocking, strapping,

plates and studs, lintels, rafters, trusses, ripples, fascia and ridge excluding Red Iron.

The erection, dismantling and revamping of cooling water towers made of wood, metal, plastic, fibreglass or composition material. Including the unloading of trucks, stock piling and distribution of all materials and clean up of same.

Carpentry work in connection with bowling alleys and squash courts.

The on-site building and installation of wooden staircases.

The installation of gym and arena rubber, cushion or speciality floors.

The installation of all types of insulation as related to carpentry work.

The cutting and installation of plastic composite grating.

The installation of fibreglass reinforced plastic laminated-to-wood wall coverings.

The laminating, cutting, gluing and installation of all plastic laminates such as Formica and Arborite.

The application and/or installing of all insulation for weatherproofing or soundproofing applied by any means, when enclosed in steel or wood framed walls.

The installation of all slot machine base cabinets, carousels and slot machines, and gaming tables.

The installation of all fabric wrapped acoustical wall panels.

The operation of forklifts for speciality contractors.

Carpentry work related to the installation of vapour barrier.

The installation of wood roof blocking.

The tending of carpenters.

The daily clean up associated with carpentry work.

**SCHEDULE "B"**  
**GEOGRAPHIC AREAS**  
**OF LOCAL UNIONS AND DISTRICT COUNCILS**

For the purpose of this Schedule "B" the reference for the following area description is to:

- (a) Map #21A issued by Department of Lands and Forests dated 1957.
- (b) Map #28 issued by Department of Lands and Forests dated 1959 entitled "Geographical Townships in the Province of Ontario".

**Geographical Area of Local 18**  
**HAMILTON Zone 1**

That Part of the Regional Municipality of Halton lying south and west of Ontario Regional Road 25 (Bronte Road) and south and east of Wellington County. The county of Hamilton Wentworth bordered by Wellington, Waterloo and Brant counties. The county of Haldimand lying east of Regional Road 74, heading in a southerly direction, passing through the villages of Hartford, Nober and Townsend, and continuing southerly along Regional Road 70 to Regional Road 3, then southerly a line bounded on the west side of Lake Erie Works Stelco property to the shores of Lake Erie.

And that area lying North and West of the following described line:

The boundary line dividing the territorial area between Hamilton Zone 1 and Zone 2 Niagara, shall be Durham Rd, commencing at the shoreline of Lake Ontario until reaching Regional Rd 81; heading in a easterly direction until Regional Rd 514; thence heading in a south-westerly direction along Regional Roads 514 and 14; passing through the villages of Smithville and Canboro; from Canboro along #3 Highway in a westerly direction, passing through the villages of Canfield, Cayuga, Decewsville, Nelles Corners to Balmoral. From Balmoral in a southerly direction along the road that divides the township of Walpole and Rainham, which passes through the villages of Selkirk, right through to the shores of Lake Erie.

**ALL HIRING SHALL BE DONE THROUGH:**

1342 Stonechurch Road East  
HAMILTON, Ontario L8W 2C8  
(905) 522-0752      (905) 387-7681      Fax (905) 522-0122

\*\*\*\*\*

**LOCAL 18, Zone 2 (Niagara Area)**

The regional Municipality of Niagara, and those portions of Haldimand lying south and east of the following described line;

The boundary line dividing the territorial area between Hamilton Zone 1 and Zone 2 Niagara, shall be Durham Rd, commencing at the shoreline of Lake Ontario until reaching Regional Rd 81; heading in a easterly direction until Regional Rd 514; thence heading in a south-westerly direction along Regional Roads 514 and 14; passing through the villages of Smithville and Canboro; from Canboro along #3 Highway in a westerly direction, passing through the villages of Canfield, Cayuga, Decewsville, Nelles Corners to Balmoral. From Balmoral in a southerly direction along the road that divides the township of Walpole and Rainham, which passes through the villages of Selkirk, right through to the shores of Lake Erie.

**ALL HIRING SHALL BE DONE THROUGH:**

1874 Highway #20 East, Unit 4  
FONTHILL Ontario L0S 1E6  
(905) 892-1877 Fax (905) 892-1809

\*\*\*\*\*

**LOCAL 27**

Metropolitan Toronto, County of Peel, County of York. And those portions of Trafalgar Township and Esquesing Township in the County of Halton that lie Northeast of Highway 25, said Highway 25 runs through the towns and villages of Bronte, Palermo and Milton; and that part of the Town of Orangeville lying south of Highway 9, which is in Dufferin County; the County of Simcoe; the District of Muskoka. The following townships in the County of Ontario: Mara, Rama, Thorah and Pickering.

**OLRB AREA #8 and #18**

**ALL HIRING SHALL BE DONE THROUGH:**

222 Rowntree Dairy Road  
WOODBIDGE, Ontario L4L 9T2  
(416) 749-7440 Fax (905) 652-4139

\*\*\*\*\*

**LOCAL 27 - TORONTO**

**(RESILIENT FLOOR WORKERS)**

Metropolitan Toronto, County of Peel, County of York, and those portions of Trafalgar Township and Esquesing Township in the County of Halton that lie Northeast of Highway 25, said Highway 25 runs through the towns and villages of Bronte, Palermo and Milton. The Town of Orangeville which is in Dufferin County. The County of Simcoe. The District of Muskoka. And the following Townships in the County of Ontario, Mara, Rama, Thorah and Pickering.

**ALL HIRING SHALL BE DONE THROUGH:**

222 Rowntree Dairy Road  
WOODBIDGE, Ontario L4L 9T2  
(416) 749-7440 Fax (905) 652-4139

\*\*\*\*\*

**LOCAL 93, OTTAWA, ONTARIO**

**Zone 1:** The Counties of Carleton (except the Township of Marlborough) and Russell and the Townships of Alfred and North and South Plantagenet in the County of Prescott.

**Ottawa (Zone 2 Cornwall)**

The Counties of Stormont and Glengarry and surrounding townships as follows: Williamsburg, Winchester, East Hawkesbury, West Hawkesbury, Longueuil and Caledonia.

**Ottawa (Zone 3 Pembroke)**

Renfrew County save and except the Township of McNab. The following townships in the District of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

**ALL HIRING SHALL BE DONE THROUGH:**

104-5500 Canotek Road  
OTTAWA, Ontario K1J 1K6  
(613) 745-1513 Fax (613) 745-3769

\*\*\*\*\*

**LOCAL 249, (ZONE 1) KINGSTON**

Counties of Lennox and Addington, and Frontenac. The townships of Rear of Leeds and Lansdowne, and the Front of Leeds and Lansdowne in Leeds County.

**ALL HIRING SHALL BE DONE THROUGH:**

201-1724 Bath Road  
KINGSTON, Ontario K7M 4Y2  
(613) 384-3316 Fax (613) 384-3730

\*\*\*\*\*

**LOCAL 249, (ZONE 2) SMITHS FALLS**

Counties of Lanark and Grenville; the Township of McNab in Renfrew County; the County of Leeds save and except the townships of Rear of Leeds and Lansdowne, and Front of Leeds and Lansdowne; the Township of

Marlborough in the County of Carleton; the Townships of Mountain and Matilda in the County of Dundas.

**ALL HIRING SHALL BE DONE THROUGH:**

39 Chambers Street, Room 303  
SMITHS FALLS, Ontario K7A 2Y3  
(613) 283-5670 Fax (613) 275-2439

\*\*\*\*\*

**LOCAL 397**

Oshawa (Zone 1), Peterborough (Zone 2), Belleville and Cobourgh (Zone 3)

The Counties of Peterborough, Victoria, Haliburton, Northumberland, Durham, Hastings and Prince Edward; and the Townships of Uxbridge, Scott, Brock, Reach, Whitby and East Whitby in the County of Ontario.

**ALL HIRING SHALL BE DONE THROUGH:**

459 Croft Street, P.O. Box 27  
PORT HOPE, Ontario L1A 3V9  
(905) 885-0885 Fax (905) 885-0850

\*\*\*\*\*

**LOCAL 446, SAULT STE. MARIE, ONTARIO**

St. Joseph Island and Cockburn Island lying in the North Channel, and all of the District of Algoma save and except the following: that portion of the District of Algoma that lies North of the 49th parallel, and the following townships lying in the Eastern part of the Algoma District, 7A, 6A, 5A, 4A, 3A, 2A, 1A, 157, 156, 155, McGiverin, Long, 7Z, Z, Y, X, W, V, U, 151, 150, 149, Esten, Spragge, T, S, R, Q, 145, 144, 143, Proctor, Lewis, P, O, N, M, 139, 138, 137, Deagle, Shedden, L, K, J, I, 132, 131, 130, 129, Victoria, H, G, F, E, 125, 124, 123, Tennyson, D, C, B, and A.

**ALL HIRING SHALL BE DONE THROUGH:**

105-123 March Street  
SAULT STE. MARIE, Ontario P6A 2Z5  
(705) 949-3170 Fax (705) 945-6087

\*\*\*\*\*

**LOCAL 494, WINDSOR, ONTARIO**

The Counties of Essex and Kent.

**ALL HIRING SHALL BE DONE THROUGH:**

2362 Central Avenue  
WINDSOR, Ontario N8W 4J2  
(519) 258-5533 Fax (519) 258-2223

\*\*\*\*\*

**LOCAL 675, TORONTO, ONTARIO**

Metropolitan Toronto, County of Peel, County of York, and those portions of Trafalgar Township and Esquesing Township in the County of Halton that lie Northeast of Highway 25, said Highway 25 runs through the towns and villages of Bronte, Palermo and Milton. The Town of Orangeville which is in Dufferin County, save and except that part lying north of Highway 9. The County of Simcoe. The District of Muskoka. And the following Townships in the County of Ontario, Mara, Rama, Thorah and Pickering.

**ALL HIRING SHALL BE DONE THROUGH:**

222 Rowntree Dairy Road  
WOODBIDGE, Ontario L4L 9T2  
(416) 749-0675 Fax (905) 652-4149

\*\*\*\*\*

**LOCAL 785, CAMBRIDGE, ONTARIO**

The Counties of Norfolk, Brant, Waterloo and Wellington, the County of Dufferin save and except that part of the Town of Orangeville lying south of Highway 9, and further in regard to the description of Local Union 27, save and except that part of the Town of Orangeville lying North of Highway #9.

**ALL HIRING SHALL BE DONE THROUGH:**

680 Fountain Street, North  
CAMBRIDGE, Ontario N3H 4R7  
(519) 653-7543 Fax (519) 653-2837

\*\*\*\*\*

**LOCAL 1256, SARNIA, ONTARIO**

The County of Lambton.

**ALL HIRING SHALL BE DONE THROUGH:**

755 Evett Street, Unit 4  
SARNIA, Ontario N7S 5N3  
(519) 344-2674 Fax (519) 336-4449

\*\*\*\*\*

**LOCAL 1669, THUNDER BAY, ONTARIO**

Districts of Rainy River, Kenora (including Patricia Portion) Thunder Bay and that part of the Districts of Algoma and Cochrane lying north of the 49th parallel and all of the area lying west of the North Driftwood River, Abitibi River and Moose River, including the rivers herein named.

\*\*\*\*\*

**ALL HIRING SHALL BE DONE THROUGH:**

929 Fort William Road, Room 7  
Lakehead Labour Centre  
THUNDER BAY, Ontario P7B 3A6  
(807) 344-0611 Fax (807) 345-2548

\*\*\*\*\*

**LOCAL 1946, LONDON, ONTARIO**

The Counties of Elgin, Oxford and Middlesex.  
(ACOUSTIC AND DRYWALL)

The Counties of Elgin, Oxford, Middlesex, Huron, Bruce, Grey and Perth.

**ALL HIRING SHALL BE DONE THROUGH:**

105 Enterprise Road South  
LONDON, Ontario N6N 1B9  
(519) 652-2992 Fax (519) 652-6733

\*\*\*\*\*

**LOCAL 2041, OTTAWA, ONTARIO**

(ACOUSTIC AND DRYWALL)

Townships of Winchester and Williamsburgh in Dundas County. Carleton County (save and except the township of Marlborough) and the Counties of Prescott, Glengarry, Russell and Stormont. (Pembroke) Renfrew County save and except the Township of McNab. The following townships in the District of Nipissing: Ballantyne, Wilkes, Pentland, Boyd, Cameron, Paxton, Biggar, Osler, Lister, Deacon, Fitzgerald, Butt, Devine, Bishop, Freswick, Anglin, White, Edgar, McCraney, Hunter, McLaughlin, Bower, Dickson, Niven, Barron, Bronson, Stratton, Finlayson, Pick, Canisbay, Sproule, Preston, Clancy, Guthrie, Mater, Airy, Murchison, Dickens, Sabine and Lyell.

**ALL HIRING SHALL BE DONE THROUGH:**

103-5500 Canotek Rd.  
OTTAWA, Ontario K1J 1K6  
(613) 746-1265 Fax (613) 744-0912

\*\*\*\*\*

**LOCAL 2222, GODERICH, ONTARIO**

The Counties of Huron, Bruce, Grey and Perth.

**ALL HIRING SHALL BE DONE THROUGH:**

150 Cambria Road, North  
GODERICH, Ontario N7A 2R1  
(519) 524-6601 Fax (519) 524-7922

\*\*\*\*\*

**LOCAL 2486, SUDBURY, ONTARIO**

District of Manitoulin, District of Temiskaming, District of Sudbury, and the following townships in the District of Algoma, 7A, 6A, 5A, 4A, 3A, 2A, 1A, 157, 156, 155, McGiverin, Long, 7Z, Z, Y, X, W, V, U, 151, 150, 149, Esten, Spragge, T, S, R, Q, 145, 144, 143, Proctor, Lewis, P, O, N, M, 139, 138, 137, Deagle, Shedden, L, K, J, I, 132, 131, 130, 129, Victoria, H, G, F, E, 125, 124, 123, Tennyson, D, C, B, and A.

**Note:** The description of townships is that as appears in Map Number 28 as issued by the Department of Lands and Forests, dated 1959, entitled "Geographical Townships in the Province of Ontario".

The District of Nipissing, save and except the following Townships, Ballantyne, Paxton, Butt, McCraney, Finlayson, Wilkes, Biggar, Devine, Hunter, Peck, Pentland, Osler, Bishop, McLaughlin, Canisbay, Boyd, Lister, Freswick, Bower, Sproule, Cameron, Deacon, Anglin, Dickson, Preston, Airy, Sabine, Fitzgerald, White, Niven, Clancy, Muchison, Lyell, Dickens, Edgar, Barron, Guthrie, Bronson, Stratton, and Master.

That portion of the District of Cochrane lying East of the Moose, Abitibi, and North Driftwood Rivers, and South of the 49th parallel. The District of Parry Sound.

**ALL HIRING SHALL BE DONE THROUGH:**

495 Spruce Street  
SUDBURY, Ontario P3C 1P3  
(705) 673-3866 Fax (705) 675-7856

\*\*\*\*\*

**Carpenters Union, Central Ontario Regional Council**

Affiliated to this Council is Local 27, 397, 675, 785.

222 Rowntree Dairy Road  
WOODBIDGE, Ontario L4L 9T2  
(416) 749-7440 Fax (905) 652-4139

\*\*\*\*\*

**Greater Ontario Regional Council of Carpenters, Drywall and Allied Trades**

Affiliated to this Council is Local 18, 93, 249, 446, 494, 1669, 1946, 2041, 2222, 2486.

40-5470 Canotek Rd.  
OTTAWA, Ontario K1J 9H4  
(613) 741-2603 Fax (613) 741-4421

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO,  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA,  
5780 Timberlea Blvd., Suite 103  
MISSISSAUGA, Ontario L4W 4W8  
(905) 238-3063 Fax (905) 238-3012  
1-800-665-6837**

**SCHEDULE "C"  
AGREEMENT**

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

(hereinafter referred to as the "Union")

and

Print name and \_\_\_\_\_

(hereinafter referred to as the "Employer")

Address of Employer \_\_\_\_\_  
\_\_\_\_\_

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

AND WHEREAS the Union has demonstrated to the Employer that it has as  
members a majority of the employees in the employ of the Employer engaged  
in work coming within the scope of the Carpenters' Provincial Collective  
Agreement in the Province of Ontario on the date hereof and is therefore  
entitled to represent such employees;

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

1. The Employer recognizes the Union as the sole and exclusive bargaining agent of all journeymen and apprentice carpenters, other than millwrights, employed by the Employer in the Province of Ontario and engaged in the industrial, commercial and institutional sector of the construction industry.
2. The Employer and the Union further agree and acknowledge that this Agreement shall constitute a Voluntary Recognition Agreement within the meaning of the Ontario Labour Relations Act, and that the Employer shall be bound by the Carpenters' Provincial Collective Agreement made between the Carpenters Employer Bargaining Agency and the Union.

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

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ON BEHALF OF THE  
EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Signature of Witness