

DIRECTOR  
SEP 19 2007

**AGREEMENT**

**Between**

**THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL UNION 1669**

**And**

**THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY**

**Effective May 1, 2007 to April 30, 2010**

02538 (09)

TABLE OF CONTENTS

ARTICLE 1.	PURPOSE.....	3
ARTICLE 2.	DEFINITIONS.....	3
ARTICLE 3.	RECOGNITION.....	4
ARTICLE 4.	SUBCONTRACTING.....	5
ARTICLE 5.	UNION SECURITY.....	5
	Vacation and Holiday Pay <b>5.12</b> .....	7
ARTICLE 6.	WAGES AND METHOD OF PAYMENT.....	7
ARTICLE 7.	HOURS OF WORK, OVERTIME AND CALL OUT.....	8
	CALL OUT <b>7.05</b> .....	8
	OVERTIME <b>7.06</b> .....	8
ARTICLE 8.	HOLIDAYS.....	9
ARTICLE 9.	HEALTH AND WELFARE PLANS, PENSION PLAN, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS AND OTHER FUNDS.....	9
	APPRENTICESHIP AND CARPENTRY INDUSTRY PROMOTION TRUST FUND.....	10
ARTICLE 10.	UNION DUES, CHECK OFF, SUPPLEMENTARY DUES, UNION ADMINISTRATION FUND, ASSOCIATION ADMINISTRATION FUND.....	13
	Industry Trust Fund (a).....	14
	Union Administration Fund (b).....	14
ARTICLE 11.	COMMUTING ALLOWANCE, TRAVELLING ALLOWANCE, WRAP AROUND, LODGING, BOARD.....	14
	Travelling Allowance <b>11.02</b> .....	14
	Wrap Around <b>11.03</b> .....	15
	Lodging <b>11.04</b> .....	15
	Board <b>11.05</b> .....	15
ARTICLE 12.	REPORTING ALLOWANCE.....	15
ARTICLE 13.	LUNCH SHELTER AND TOOLS.....	16
ARTICLE 14.	BUSINESS REPRESENTATIVE AND STEWARDS.....	16
ARTICLE 15.	STRIKES AND LOCKOUTS.....	18
ARTICLE 16.	GENERAL WORKING CONDITIONS.....	18
	Health and Safety Training <b>16.01</b> .....	18
ARTICLE 17.	APPRENTICES.....	20
	Apprenticeship Training (b).....	20
ARTICLE 18.	CAMP ACCOMMODATION.....	21
ARTICLE 19.	JURISDICTION OF WORK.....	23
ARTICLE 20.	PRE-JOB MEETING.....	24
ARTICLE 21.	DIVERS AND DIVERS TENDERS.....	24
ARTICLE 22.	GRIEVANCE PROCEDURE.....	26
	Labour Management Committee <b>22.03</b> .....	27
ARTICLE 23.	ARBITRATION.....	27
ARTICLE 24.	WAGE RATES—BRIDGES, DOCKS, DAMS AND WHARFS.....	28
	Shift Work <b>24.03</b> .....	29
ARTICLE 25.	RESIDENTIAL SECTOR.....	29
	Hiring <b>25.03</b> .....	29
	Residential Wage Rates <b>25.09</b> .....	30
	Shift Work <b>25.10-25.13</b> .....	31
ARTICLE 26.	DURATION OF AGREEMENT.....	32

**APPENDIX "A"**  
**APPRENTICESHIP AND CARPENTRY INDUSTRY**  
**PROMOTION TRUST FUND**

<b>1.</b>	<b>DEFINITIONS.....</b>	<b>34</b>
<b>2.</b>	<b>APPOINTMENT OF TRUSTEES.....</b>	<b>34</b>
<b>7.</b>	<b>AUTHORITY OF TRUSTEES.....</b>	<b>35</b>
<b>8.</b>	<b>PAYMENT OF TRUSTEES.....</b>	<b>35</b>
<b>9.</b>	<b>SPECIFIC POWERS OF TRUSTEES.....</b>	<b>35</b>
<b>11.</b>	<b>MEETING OF THE TRUSTEES.....</b>	<b>36</b>
<b>12.</b>	<b>LIABILITY OF PARTIES.....</b>	<b>37</b>
<b>13.</b>	<b>CONTRIBUTIONS.....</b>	<b>38</b>
<b>16.</b>	<b>SURPLUS.....</b>	<b>38</b>

# COLLECTIVE AGREEMENT

between

**THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
LOCAL UNION 1669**

hereinafter referred to as the “Union”

and

**THE CONSTRUCTION ASSOCIATION OF THUNDER BAY**

hereinafter referred to as the “Employer”

This Collective Agreement covers all work of the Carpenter’s jurisdiction other than work performed in the Industrial, Commercial and Institutional Sector and the Electrical Power Sector and also includes work performed in other Sectors that may evolve through subsequent Government Legislation.

## **ARTICLE 1. PURPOSE**

The Employer and the Union each agree that the purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages, safety and working conditions and to provide a procedure for the prompt handling of grievances and orderly collective bargaining.

## **ARTICLE 2. DEFINITIONS**

In this Collective Agreement,

**2.01** “Collective Agreement” means the collective bargaining agreement between the Employer and the Union relating to wages and other terms and conditions of employment.

**2.02** “Party” or “Parties” to this Agreement means an Employer as described herein and the Union as described herein.

**2.03** “Employer” means those member firms of the Construction Association of Thunder Bay or other firms who may agree to be bound by the terms and conditions of this Agreement and the term employer shall include any officer or agent duly appointed by the Employer to act on his behalf.

**2.04** “Union” means Local 1669 of the United Brotherhood of Carpenters and Joiners of America, its Officers or Agents duly appointed by the Union to act on its behalf.

**2.05** “Employee” or “Employees” means any foreman, lead hand, journeyman or apprentice in the employ of the Employer and engaged in work covered by this Collective Agreement.

**2.06** Officer or agent appointed by the “Employer” means one who is designated by the Employer to plan work and direct the Foreman, and/or lead hand, determine working procedure, assign and instruct the foreman and/or lead hand and inspect and coordinate the work performed, however, the Officer or Agent shall not work with the tools of the trade. He shall, when given such authority by the Employer, have authority to hire, promote, demote, suspend or discharge any employee. He shall represent the Employer in the disposition of employee grievances.

**2.07** “Foreman” means an employee designated by the Employer to plan, work and direct the working force and coordinate the work performed, however, he may work with the tools of the trade. He shall, when given such authority by the employer, have authority to hire, promote, demote, suspend or discharge an employee.

**2.08** “Lead hand” means a journeyman employee who is designated by the Employer to be in charge of four or less employees. He may perform work with the group he directs and shall work under the direction of a Foreman on each project.

**2.09** “Journeyman” means any employee who by virtue of his experience or by his having successfully completed a course of Apprenticeship is qualified to perform all phases of work normally performed by a Carpenter and Joiner. A Journeyman shall have no authority to direct other employees except an apprentice who may be assigned to his direction.

**2.10** “Apprentice” means an employee indentured in the trade of carpentry as specified by the Apprenticeship Act of the Province of Ontario.

**2.11** “Project” means work performed by an employer at a particular construction site of a particular owner.

### **ARTICLE 3. RECOGNITION**

**3.01** The Employer recognizes the Union as the sole collective bargaining agent for all Employees as defined in Article 2, Section 2.05 of this Collective Agreement in his employ in the geographical districts of Rainy River, Kenora (including the Patricia portion), Thunder Bay and that part of the District of Algoma and Cochrane north of the 49<sup>th</sup> parallel and West of the North Driftwood, Abitibi and Moose Rivers to James Bay including the rivers herein named.

**3.02** The parties agree that the wages, terms and conditions of this Agreement shall be effective in that portion of the District of Rainy River East of a line running North and South through Glenorchy on the Canadian National Railway, South to the International Boundary and North to the Southern Boundary of the District of Kenora, the geographical District of Thunder Bay and that part of the Districts of Algoma and Cochrane, North of the 49<sup>th</sup> Parallel and West of the North Driftwood, Abitibi and Moose Rivers to James Bay including the rivers herein named.

**3.03** On projects outside the Area described in Article 3.02 but in the Area described in Article 3.01 of this Collective Agreement the Employer may at his option, agree to either accept and abide by the wages, terms and conditions of this Collective Agreement, or the Collective Agreement established by the Union in that particular area. A decision of the Employer to abide by the wages, terms and conditions in a particular area shall be filed with the Union prior to start of work on the project otherwise the wages, terms and conditions effective in the District of Thunder Bay shall apply.

**3.04** Notification: Local Union 1669 agrees to notify those Contractors bidding work in their jurisdiction that are certified of the applicable rates and conditions that apply to the area. To those who are not certified, that every effort is made to force them to work under the same terms and conditions.

#### **ARTICLE 4. SUBCONTRACTING**

**4.01** All work of the United Brotherhood of Carpenters and Joiners of America, Local Union 1669 as described in this Agreement and subcontracted in any form, in part or its entirety, shall be in compliance with this Collective Agreement and it is further agreed that any contractor or Corporation that is a party to this Collective Agreement shall ensure that this Agreement is complied with.

**4.02** It is agreed that no Employer shall perform work covered by this Agreement unless he is assisted by a Journeyman member of the Union who has no financial interest in the business of the employer.

**4.03** No employer shall allow any employee to work on piecework or lump sum basis.

**4.04** No Employee shall work for another person or persons after regular business hours without the written permission of his employer and the Business Representative of this Union. It is agreed that such conduct may be redressed by the dismissal of the employee concerned.

#### **ARTICLE 5. UNION SECURITY**

**5.01** No employer shall hire or rehire any journeyman or apprentice without a referral slip from the Union. The employer may rehire within a six-month period after a previous layoff provided the journeyman or apprentice is in good standing with the Union.

**(a)** Contractors, whose head office is located in the geographical area defined in Article 3.01 shall be allowed to transfer to any job or project outside the city or town in which its head office is located a maximum of one (1) regular employee for each employee hired from the area adjacent to the job or project, provided such employee is available.

**5.02** After 48 hours notice to the Union, the Employer is free to hire journeymen or apprentices from any other source and these journeymen or apprentices shall make application for Union Membership immediately upon obtaining referral to the job.

**5.03** No employee shall be entitled to employment by the employer when notified by the Union in writing that such employee is not in Good Standing with the Union, except as provided in Article 5.02.

**5.04** Employers will give preference in hiring in the following order:

**(a)** Members of the Union who have resided in the area within a radius of forty (40) km of the project immediately prior to the start of the project.

**(b)** All other members of the Union.

**(c)** Persons who have resided in the area within a radius of forty (40) km of the project for at least (6) months immediately prior to the start of the project and who furnish proof of such residence in the form of an affidavit.

**(d)** All other persons.

**(e)** Lay off will be done in the inverse manner by the employer giving preference to local Employees, without discrimination, provided the employees are proficient in performing the work assigned.

**5.05 (a)** No employee shall be required to take direction or instruction in reference to work other than from the Lead hand or Foreman as herein provided.

**(b)** When the number of employees on the job or project is one to six, one shall be appointed as a Foreman and for every additional four employees employed on the project there shall be an additional Lead hand.

**(c)** Notwithstanding Article 5.05(b), in the case of no more than three (3) employees on the project, a Lead hand or Foreman shall be in charge. The Lead hand or Foreman shall be part of this three man-working unit.

**5.06** In the case of an employee leaving voluntarily, he shall receive all monies and papers due him within three (3) days. In the event of a lay off or dismissal, he shall receive all monies and papers due him at termination of employment if at all possible and in any event, within one (1) working day. Where the payroll office of the Employer is more than 80 km (eighty km) from the project, the one (1) day period referred to in this Article may be extended to three (3) working days. If the employer fails to forward the monies, papers or documents by Registered Mail to the Employee's last known address, within the time limits herein mentioned, the employee shall be paid waiting time at the current rate of wages applicable to regular working hours.

**5.07** Except in case of dismissal for serious misconduct, an employee shall be given one (1) hours notice of termination of employment to enable him to put his tools in good condition and the employee must remain on the project for one (1) hour. In lieu of one hour's notice, the Employee shall receive one (1) hour's pay.

**5.08** No Employee shall be dismissed at any time during the first four (4) hours of his regular working shift, except for serious misconduct.

**5.09** No employee shall be dismissed or laid off except during regular working hours on the project.

**5.10** Any claim of unjust termination of employment shall be subject to the grievance procedure of Article 22.

**5.11** A physically handicapped employee may be employed at a lower rate of pay than the minimum provided in this Article. No such lower rate shall be paid to the handicapped employee except with the consent of the Business Agent of the Union. The Business Agent of the Union shall acknowledge in writing to the Employer the nature of the work in which the individual employee is handicapped. The Employee shall not be declared handicapped by reason of age alone.

**5.12 Vacation and Holiday Pay:** Vacation pay and Statutory Holiday pay shall be paid weekly.

**5.13** All employees shall be entitled to take two weeks vacation each year. The employer and employee shall arrange a mutually satisfactory time for the vacation and barring agreement; the employee may take two (2) weeks vacation with one-month advance written notice. He shall not be penalized in any way for taking this vacation.

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

**6.01** All employees shall be paid weekly on Company time, in cash or by cheque negotiable without charge at any chartered bank in the Province of Ontario, either Wednesday or Friday. Whenever the payday falls on a holiday, then the day before the holiday shall be considered the payday.

**6.02** An employee shall receive a payroll slip or cheque stub that shall indicate:

1. Name of Employer
2. The total hours worked at straight time
3. Overtime
4. Hourly rate
5. The amount of Vacation Pay
6. The amount of Statutory Holiday Pay
7. Details of all deductions
8. The amount of travelling allowances
9. The pay period
10. Hours worked at height pay

**6.03** Wages shall be paid within three (3) working days following the close of the period in which they are due.



On projects or jobs that are in excess of 111 km (one hundred eleven) from the Lakehead Labour Centre, four **(4)** working days will be allowed.

#### **ARTICLE 7. HOURS OF WORK, OVERTIME AND CALL OUT**

**7.01** The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 7:00 a.m. and 5:30 p.m.

**7.02** On projects where a majority of the employees cannot commute daily, the regular hours of work may be altered by written mutual consent.

**7.03 (a)** Hours of work on Bridges, Docks, Dams and Wharfs shall be fifty (50) hours per week. Every effort will be made to schedule the fifty (50) hours so as not to necessitate Saturday work.

**(b)** Local Union 1669 will give a Letter of Understanding to work bridges, docks, dams and wharfs with composite crew of Rebar Workers, Operators and Carpenters.

**7.04 Make Up Time:** On jobs or projects which are in excess of 111 km from the Lakehead Labour Centre, time lost due to inclement weather may be made up on a weekly basis. Such make up time shall not exceed two hours on a regular workday and shall not exceed eight hours on Saturday. **No** make up time shall be worked on a Sunday or Holiday. All make up time shall be voluntary.

Make up time due to inclement weather in the City of Thunder Bay will be allowed Monday to Friday up to two hours at straight time rates.

All make up time shall be voluntary and the Union shall be notified. If the project warrants more employees, no make up time shall be allowed. Make up time will only be worked in the pay period in which the time is lost.

**7.05. CALL OUT:** In the event an employee is called out on a job on Saturday, Sunday or the Holidays listed in Article 8, or after the regular daily hours, he shall receive a minimum of two (2) hours pay at the appropriate rate.

**7.06 OVERTIME:** All time worked for the first two (2) hours, before or after the employee's regular shift (excluding make up hours referred to in Clause 7.04), shall be paid at time and one half the regular base rate and double the base rate for hours worked in excess of two hours per day.

The first two (2) hours worked after the end of an employee's regular working day or shift on Monday to Friday, will be paid at the rate of time and one half the established rate herein. All other overtime shall be paid at twice the established rate. The overtime rate of pay shall apply to all such hours worked by an employee until the employee has had eight (8) consecutive hours off.

**7.07** Overtime after fifty (50) hours on Bridges, Docks, Dams and Wharfs will be at time and one half. All work on Sunday and Holidays is at double time rates.

**7.08** On extremely isolated areas, employees shall be paid time and one half of the regular rate provided Article 26.04 has been complied with prior to tendering on the project.

**7.09** No employee shall be compelled to work overtime only with the exception of pouring concrete or when necessary for the protection of life and/or property. An employee may be excused for bona fide reasons.

**7.10** Employees requested to work up to two (2) hours of overtime shall be provided with a lunch or \$6.00 in lieu thereof. Employees requested to work more than two (2) hours overtime shall be provided with a hot meal by the Employer at 6:30 p.m. in lieu of lunch, and sufficient time will be allowed to consume the meal with no loss of pay. Every two hours thereafter, the employee shall be allowed a ten-minute break.

**ARTICLE 8. HOLIDAYS**

The following days will be classed as Holidays:

- |                                    |                  |
|------------------------------------|------------------|
| New Years Day                      | Boxing Day       |
| Labour Day                         | Good Friday      |
| Victoria Day                       | Thanksgiving Day |
| Civic Holiday                      | Christmas Day    |
| (1 <sup>st</sup> Monday in August) | Canada Day       |

When the above holidays fall on a Saturday or a Sunday, the following Monday will be observed. In the case of Christmas Day or Boxing Day occurring on Saturday and Sunday the following Monday and Tuesday will be observed.

**ARTICLE 9. HEALTH AND WELFARE PLANS, PENSION PLAN, VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS AND OTHER FUNDS**

The parties hereto agree that all fringe benefit plans or funds shall be jointly trusteeed by a number of trustees appointed by the Employers and a like number of trustees appointed by the Union.

The parties agree that all Health and Welfare Plan and Pension Plan shall provide a reciprocity provision with each plan or fund within Ontario.

The parties hereto agree that the Health and Welfare Plan and Pension Plan presently in existence as listed in the Schedules shall continue. The rate of contribution to be paid into the Health and Welfare Plan and Pension 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 that may be accumulated by a member, such excess contributions may,

10

at the direction of the trustees, be treated as pension contributions and be remitted in accordance with the following clause.

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 shall apply regardless of the fact that existing or future apprenticeship funds or plans are or are not jointly controlled.

Contributions and/or deductions shall be forwarded by first class mail, post marked no later than the 15<sup>th</sup> day of the month following the month in which the hours have been earned, or delivered by the 20<sup>th</sup> 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.

In the event an employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with the above clause, 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) day's prior written notice to correct such delinquency and has not done so.

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.

If the employer does not submit the certified audited statement 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.

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.

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.

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 Article 9 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

Where the Trustees deem an employer to be a repeated delinquent in forwarding or delivery of 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 \$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.

If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of Article 9 unless such employer is no longer active in the area and has filed a termination report.

The parties hereto agree that, on mutual agreement between the Union and the Construction Association of Thunder Bay, 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 shall prohibit the merger of existing plans or funds.

The Union and/or the Construction Association of Thunder Bay, with the consent of the Trustees and on behalf of the Trustees, may enforce any part of this Article 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 Construction Association of Thunder Bay, may seek all of the remedies contemplated in this Agreement or in the Trust Agreement. Nothing herein precludes the Union and/or the Construction Association of Thunder Bay, 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.

In addition to all other remedies available to the Union, the Construction Association of Thunder Bay, 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.

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.

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(4) or otherwise for the Board of Arbitration.

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.

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.

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 Articles 24 and 25 of the Collective Agreement.

#### **APPRENTICESHIP AND CARPENTRY INDUSTRY PROMOTION TRUST FUND**

Effective May 1, 2007 each employer shall contribute thirty-five cents (.35) for each hour earned during that pay period by all employees covered by this Collective Agreement and submit this amount to a fund known as the "Ontario Provincial Council of Carpenters", c/o Manion, Wilkins & Associates Ltd.

The employer will also forward monthly, a list of employees and total hours of work on whose behalf contributions are being made. If no employees on payroll, then a nil report must be remitted. This fund shall be administered by a Board of Trustees comprising of three to be appointed by the Association and three to be appointed by the

Union. This fund will be used to advance the industry, attract trade education, promote safety and all other activities that the Board may deem a betterment to the carpentry industry.

All Parties to this Agreement hereby authorize and empower a licensed public accountant or chartered accountant, selected by the Trustees, to have access to and inspect payroll records for the purpose of determining whether or not said employer has conformed with provisions thereof.

It is hereby agreed that monthly payments required by this Article shall be made to the said Fund to Ontario Provincial Council of Carpenters, c/o Manion, Wilkins & Associates Ltd., 222 Rowntree Dairy Road, Unit #4, (3<sup>rd</sup> Floor), Woodbridge, Ontario L4L 9T2 no later than the 15<sup>th</sup> day of the following month. It is further agreed that in event of failure to comply with this provision for payment, the following penalties shall be paid to the Trust Fund or collected by the Trustees from the Employer as follows:

Default from 1 to 15 days—5% addition to payment  
Default from 16 to 30 days—10% in addition

Failure to comply with provision for payment shall be deemed to be a violation of this Article and shall be subject to the Arbitration provisions set out under Article 22 and 23 of the Collective Agreement.

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

(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 Supplementary Dues Check Off.

(b) The employer shall forward or deliver such deductions with the other contributions under Article 23 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 deduction shall be immediately distributed to the administrator of the fund, Ontario Provincial Council of Carpenters, c/o Manion, Wilkins & Associates, 222 Rowntree Dairy Road, Unit #4 (3<sup>rd</sup> Floor), Woodbridge, Ontario L4L 9T2

(d) The Union agrees to hold harmless and indemnify the employers, the Construction Association of Thunder Bay, and the Trustees against any liability incurred as a result of such deductions.

(e) Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent deductions together with supporting information in accordance with the provisions of this agreement, the penalty provision as expressed in Article 9 shall apply and the affected party shall immediately institute proceedings against the delinquent employer.

**Industry Trust Fund (a)** The Employer shall contribute to the Industry Trust Fund fifteen cents (0.15) per hour for each hour earned by each employee covered by this agreement. The employer shall remit such contributions to the fund as outlined in Article 9, no later than the 15<sup>th</sup> day of the following month.

**Union Administration Fund (b)** Each Employer shall deduct fifty-one cents (0.51) for each hour earned during that pay period by all employees covered by this Collective Agreement and submit this amount to the fund as outlined in Article 9, no later than the 15<sup>th</sup> day of the following month.

## **ARTICLE 11. COMMUTING ALLOWANCE, TRAVELLING ALLOWANCE, WRAP AROUND, LODGING, BOARD**

**11.01 (a)** Effective May 1, 2007 the commuting allowance shall be \$0.50 cents per km. Effective May 1, 2008 the commuting allowance shall be \$0.53 cents per km. Effective May 1, 2009 the commuting allowance shall be \$0.56 cents per km.

**(b)** Where commuting is necessary between the project and the place from which board and lodging is being received by the employees, the commuting allowance shall be paid for every km travelled beyond eight road km of the project. Suitable transportation will be supplied when necessary.

**(c)** Employees residing within a 40 km radius of the Lakehead Labour Centre shall be deemed to be residents of the City of Thunder Bay, Ontario.

**(d)** Commuting allowance for residents of the City of Thunder Bay will be measured from the Lakehead Labour Centre. The commuting allowance shall apply to the actual road km travelled both ways starting from a point 16 road km from the Lakehead Labour Centre and return to that point.

**(e)** On work at a construction site all employees hired under Article 5.04 shall receive a commuting allowance on the basis of road km travelled in excess of 16 km between the project and his residence.

**(f)** Commuting on Lake Projects: The employee shall report at an employer specified meeting place or point for the regular starting hour of work and be provided transportation by the employer to and from a lake project in a safe reliable craft. All time travelled by the employee to and from a Lake Project shall be on the Employer's time and paid at the regular rate of wages.

### **11.02 Travelling Allowance**

**(a)** On work at a construction site all employees except those hired under Article 5.04, Clauses (a) and (c) shall receive a travelling allowance per km travelled from his residence to and from the project: Effective May 1, 2007 the travelling allowance shall be \$0.50 cents per km. Effective May 1, 2008 the travelling allowance shall be \$0.53 cents per km. Effective May 1, 2009 the travelling allowance shall be \$0.56 cents per km.



The employee will receive this travelling allowance within 48 hours after reporting on the job site.

Travel allowance will be paid only to those employees whose vehicles are being used for transportation.

The travelling allowance will be withheld if the employee quits the job of his own volition within thirty (30) days except for compassionate reasons.

Where the employee has no transportation available, such transportation shall be provided by the Employer.

Where the Employer provides transportation, it shall be first class transportation, in which event no mileage allowance will be paid.

### **11.03 Wrap Around**

Each employee on a project shall receive a cheque for his travelling allowance to and from the job site every 40 calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

### **11.04 Lodging**

On work at a construction site, all employees residing beyond a 40 km radius of the project shall receive suitable lodging acceptable to both the employer and employees without cost to the employee on a seven-day basis, for each day the employee is available for work provided he remains at the accommodation supplied.

### **11.05 Board**

On work at a construction site all employees residing beyond a 40 km radius of the project shall receive suitable board without cost to the employee. In areas where commercial establishments are available the employer shall pay employees an allowance of \$41.00 per day effective May 1, 2007; \$43.00 May 1, 2008 and \$45.00 May 1, 2009 per day in lieu of board for each day the employee is available for work at the construction site. However, the employer may provide board if acceptable to the employee.

An employee in receipt of Board Allowance beyond a 161 km direct traffic route from his residence shall be paid Board Allowance on a 7 days basis, provided he remains at the accommodation supplied.

Should adverse weather conditions, or overtime being worked prevents the employee from leaving the area of his employment for the 6<sup>th</sup> and 7<sup>th</sup> day, he shall then be paid board allowance for the seven (7) days.

## **ARTICLE 12. REPORTING ALLOWANCE**

**12.01** When an employee on a project reports to supervision as usual for work in the morning or shift work and no work is available, he shall receive two (2) hours pay for



reporting to work. If there is a possibility of continuity of work, he shall remain on the project for two hours if requested by the employer.

**12.02** If an employee reports for work but is unable to commence work because of climatic conditions, he shall receive two hours pay for reporting to work, provided that before leaving for work, climatic conditions justify his so leaving.

**12.03** In both cases, the employee shall not receive pay if he has been given sufficient notice not to report to work.

**12.04** When an employee is unable to continue working due to extreme weather conditions he will be permitted to leave the job site and will not be penalized in any way.

### **ARTICLE 13. LUNCH SHELTER AND TOOLS**

**13.01** Where one or more members of the Union are employed, the Employer shall provide adequate number of heated, sanitary toilet facilities, cared for daily. Separate toilet facilities shall be provided for women, if requested. Facilities equipped with washbasins and toilets will be supplied where practical.

**13.02** An employee shall be allowed a ten-minute work break twice during the working day or shift.

**13.03** The Employer shall provide a sanitary sheltered place to be kept clean in which the employees may eat their lunch, with ample accommodations including clean benches and tables and heated when climatic conditions require it. Lunchroom facilities shall not be used for storage of tools, equipment and/or supplies. No smoking areas shall be provided for non-smokers if practicable.

**13.04** The employee shall travel on the Employers time from the lunchroom at the regular lunch period.

**13.05** A waterproof lock-fast place allowing unobstructed access to the employee's tools shall be provided by the Employer. This tool lockup shall be for the use of Carpenters only. In case of shift-work, a separate lockup box or place will be provided for the hand boxes of each shift.

Default by the Employer of any provision of this Article shall make the Employer liable for loss or damage of the Employees tools to a maximum of \$1100.00. In the event of loss of tools by fire or theft from a tool lockup or damage by industrial mishap, the employer shall replace the tools with tools of comparable quality up to a maximum of \$1100.00.

### **ARTICLE 14. BUSINESS REPRESENTATIVE AND STEWARDS**

**14.01** The Business Representative authorized by the Union shall have access to all projects during working hours and shall not unduly impede the progress of the work. On projects where for security reasons the Business Representative must be cleared through the owner's office, the employer will assist the union to obtain this clearance.

He shall make his presence known to the foreman in charge and business will not be discussed in the proximity of other workmen.

**14.02** The Employers agree to furnish the Business Representatives with a list of spokesmen to be recognized in each firm of employers. The Employer agrees to furnish the Business Representative with a list of all Carpenters employed on each project of the employer upon request.

**14.03** The authorized Business Representative of the Union shall have access to accommodations as provided for the members of the Union working on the project when such accommodation is available. He may be required to pay a reasonable fee for same.

**14.04** The Business Representative of the Union may appoint a Steward or Stewards and any such Steward or Stewards shall be recognized as the spokesman of the employees on the job, provided he is capable of performing the work involved. The employer shall be notified in writing of any Steward appointed and the number of Stewards of any project shall not exceed the number of foremen on any project. Where more than one Steward is appointed one shall be appointed as the Chief Steward and the employer advised in writing.

**14.05** The Steward shall have authority to prevent any employee from working in an unsafe place or area where safety regulations are being violated, and must report it immediately to the foreman or appropriate representative of the employer.

**14.06** Where there is more than one Steward on the project, the Chief Steward shall be allowed necessary time to conduct business relative to this Agreement on the project without loss of pay. Where there is only one Steward on the project, the above condition shall apply to him. It shall be the duty of the Chief Steward or the Steward to observe conditions of employment to the end that the provisions of this Agreement are complied with. To assist on the project site, when requested in adjusting differences or misunderstandings which might arise out of the interpretation, application or alleged violation of this Agreement. When overtime is worked by more than two (2) employees, the Steward shall be included if he so desires.

**14.07** The Employer upon request shall give immediate written notice to the Union prior to termination of employment of any Steward setting forth the reason for such termination and such termination may be subject to the grievance procedure of this Agreement.

**14.08** Steward: It is agreed that the Steward shall have seniority of employment over all other employees save and except Foremen, provided he is capable of performing the work involved.

On projects where more than one Steward is appointed, the seniority for each Steward shall be in the order he was appointed. Where a Chief Steward is appointed, he shall have seniority over all other Stewards.

## **ARTICLE 15. STRIKES AND LOCKOUTS**

**15.01** The Union and the Employer agree that the Ontario Labour Relations Act as amended will govern any strikes or lockouts.

**15.02** The Parties agree to be bound by Agreements and understandings reached between Unions on the Local, Provincial, National or International levels and to also be bound to decisions rendered by the National Joint Board for settlement of Jurisdictional disputes or the Appeals Board or if a Canadian Board is established then these decisions will rule.

**15.03** The employer shall be kept fully advised of all jurisdictional disputes the Union may have with his sub-contractor on the job.

**15.04** There shall be no stoppage of work because of the Union having a dispute with another labour organization or contractor as to which labour organization or contractor should do a particular job or any specific phase of particular job.

**15.05** It shall not be a violation of this agreement for any employee of his own volition to refuse to cross any legal picket line endorsed by the Union.

**15.06** Where there is a threat of physical violence it is agreed that there will be no reprisals or discipline imposed upon employees who refuse to cross a legal picket line.

## **ARTICLE 16. GENERAL WORKING CONDITIONS**

### **16.01 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 time 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** A condition of employment will be the presentation by the employee, at the request of the employer, of a satisfactory inventory and cost appraisal of his tools for work to be performed for his employer.

**16.03 (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.

**16.04** It is agreed that on projects where a public meeting place is not available, the employer shall co-operate in providing suitable facilities for meetings of the Union.

**16.05** Employees engaged in the following work shall receive a premium of 55 cents per hour in addition to wage rates as may be otherwise provided in this Agreement: the erecting, building, dismantling or working from staging, bosun chairs, scaffold, towers, buildings, moveable project shelters and like structures over the height of forty-five (45) feet.

When an employee is entitled to height pay he shall be paid the premium rate for the full shift.

Employees engaged in pile driving using a Diesel Hammer shall be supplied with clean coveralls.

**16.06** The tools of the employee shall be in good condition when he first reports on a job and shall be kept so, on the Employer's time. When it becomes necessary to have the employee's tools sharpened off the job site said sharpening shall be done in a shop acceptable to the Employee and Employer.

**16.07** If the use of power machines is desirable, they shall be supplied by the employer and shall be in charge of a journeyman employee or an apprentice under direction of a journeyman.

**16.08** No employee shall be permitted to rent or supply any power machines or tools of the trade for the use of his employer.

**16.09** No employee shall be permitted to rent or supply any motor vehicle for the transportation of equipment and/or material of the Employer.

**16.10** Where raincoats, rubber boots or other special wearing apparel other than safety boots, safety hats, safety hat liners (suspensions) are required, they shall be supplied for the use of the employees without cost. Where colour coded hard hats are required, they will be supplied by the employer. The employer shall provide safety glasses and

burning goggles (other than prescriptive) where required for the work being performed. Such equipment supplied by the employer shall be charged against the employee and credited to him on their return. Protective clothing such as gloves and coveralls shall be supplied by the employer when working in abnormally dirty conditions or using material covered with preservatives such as creosote or K33.

**16.11** The employee will not be required to work in the rain or lose time if the employer fails to supply raincoats. All safety equipment issued by the employer shall be sanitized before being issued to the Employees.

**16.12** Five minutes shall be allowed before the close of each shift or working day for the picking up and lockup of personal tools.

**16.13** When a member of Local Union 1669 is killed on the job, other members of the union on the job may cease work for the day without pay.

## **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 terms 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**

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 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.

Interior of bedrooms painted including washrooms.

All floors in all rooms to be covered with material other than wood; i.e. 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, a dual wash tub for every twenty-five 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 campsite, 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 (7) 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 of the equivalent of not less than 20,000 B.T.U.

**Catering:** Cafeteria style of serving meals will be acceptable, providing dishes are carried back 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 Trades 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. JURISDICTION OF WORK**

**19.01 (a)** The work covered by this Collective Agreement when performed at a construction site or a project shall include the fashioning, joining, assembling, erection, milling, fastening, or dismantling of wood, plastic, metal, metal studs, Grand Prix Board, Pan Brick, drywall, lathing and acoustical work, shingles, fibre, cork and composition board and all other substitute materials, the manufacturing of all materials where the skill, knowledge and training of the Carpenters and Joiners are required either through the operation of machine or hand tools.



Carpenters and Joiners herein mentioned shall include Pile Drivers, Divers and Divers Tenders, Bridge, Dock and Wharf Carpenters, Under pinners, Timberman, Cribman and to include the burning, welding, rigging and the use of any instrument or tool for layout work incidental to the trade. The handling, loading and unloading of any pile on the immediate pile driving location shall be done by members of Local Union 1669.

**(b)** All Millwrighting work shall be performed in accordance with the provisions of the Collective Agreement as it may be negotiated between the Association of Millwrighting Contractors of Ontario, and the United Brotherhood of Carpenters and Joiners of America for its Local Unions and District Councils in the Province of Ontario.

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

A request of either party to this Agreement, a pre-job conference may be held to view the work to be performed and ascertain work assignments to be made in connection therewith.

#### **ARTICLE 21. DIVERS AND DIVERS TENDERS**

**(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.
----------------------------------	-----------------------------------

(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 own Local Union.

**Divers**

EFFECTIVE	HOURLY	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
<b>May 1/09</b>	<b>\$45.36</b>	<b>\$4.54</b>	<b>\$2.74</b>	<b>\$5.83</b>	<b>\$58.46</b>

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>STANDARD HOURS</b>	<b>OVERTIME</b>		<b>SHIFT PREMIUM</b>	<b>WORK BREAKS</b>
	<b>AFTER DAILY HOURS</b>	<b>SATURDAYS &amp; SUNDAYS</b>		
8/40	2X	2X	2 <sup>ND</sup> & 3 <sup>RD</sup> 1 ¼	2X 10 MIN

**ARTICLE 22. GRIEVANCE PROCEDURE**

22.01 All differences between the Union and the Employer arising from the interpretation, application or administration of the Agreement or arising from any alleged violation of the Agreement or any decision of award including any question as to whether the matter is arbitrable shall be finally settled by arbitration if not resolved by agreement between the Union and the Employer.

**22.02** Where such a difference arises between the employee and the employer then, the employee may proceed by either Step 1 or Step 2 as hereinafter set forth:

**STEP 1:** The employee and/or steward shall first give his foreman or supervisor an opportunity to settle his difference and if the matter is not settled within 10 days of the occurrence or origin of the grievance then:

**STEP 2:** The Party asserting the difference shall give to the other party in writing a clear statement of the said difference. A meeting between the representatives of the Union and the employer shall be held within 10 days following the delivery to the other party of the written statement of the said difference.

**STEP 3:** If within the said ten (10) day period or within such further time as the parties may agree upon the said difference is not resolved by agreement between the parties, either of the parties may refer the grievance to a Labour Management Committee or notify the other party in writing of its desire to submit the difference to arbitration.

### **22.03 Labour Management Committee**

In the case of a grievance or difference on a matter of interpretation, application or administration of any article of this Agreement which is not settled by the parties, then at the request of either party to this Agreement the grievance or difference shall be submitted to a Labour Management Committee. This request must be made within seven (7) calendar days after the meeting between the representatives of the Union and the Employer.

**22.04** A committee of six (6) composed of three (3) members of the Union and three (3) members of the Association shall be appointed by their respective bodies to form a Labour Management Committee to deal with any differences that may arise during the tenure of this Agreement involving the interest of both the Union and the Employer.

**22.05** the Labour Management Committee shall hear the grievance or difference and make its report within seven (7) days after receiving the grievance or difference and any agreement which this Committee shall reach shall be binding upon both parties.

## **ARTICLE 23. ARBITRATION**

**23.01** Arbitration proceedings shall be as outlined in the Labour Relations Act of the Province of Ontario.

**23.02** All differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, shall be arbitrable.

**23.03** Each of the parties hereto will bear the expense of the arbitrator appointed by it or for it and the parties will jointly bear the expense of the Chairman of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties hereto.

**23.04** The parties agree that no Arbitration Board set up under this Article shall have the power to add to, delete from, change or make any decision contrary to the provisions of this Agreement.

**23.05** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**ARTICLE 24. WAGE RATES  
BRIDGES, DOCKS, DAMS AND WHARFS**

**24.01** The rate of pay for the hours of a regular working day for employees shall be:

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>VP 4% HP6%</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Total</b>
May 1/07	\$25.93	\$2.59	\$2.44	\$5.63	\$36.59
May 1/08	\$26.65	\$2.67	\$2.59	\$5.73	\$37.64
May 1/09	\$27.38	\$2.74	\$2.74	\$5.83	\$38.69

<b>Employer Contributions</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
Pension	\$5.63	\$5.73	\$5.83
Health & Welfare	\$2.44	\$2.59	\$2.74
CDC Training Fund	\$0.06	\$0.06	\$0.06
Industry Fund	\$0.15	\$0.15	\$0.15
Apprentice Trust Fund	\$0.35	\$0.35	\$0.35
Promotion & Building Fund	\$0.15	\$0.15	\$0.15

<b>Employee Deductions</b>			
Check Off (G.O.R.C.)	\$1.08	\$1.19	\$1.30
Union Administration Fund	\$0.51	\$0.51	\$0.51

<b>Foreman Differential</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
	\$3.37	\$3.46	\$3.56

<b>Leadhand Differential</b>	\$2.07	\$2.13	\$2.19
------------------------------	--------	--------	--------

<b>Apprentices</b>			
1-899 hrs-45% of journeyman rate	\$11.67	\$11.99	\$12.32
900-1799 hrs-55% of journeyman rate	\$14.26	\$14.66	\$15.06
1800-3599 hrs-70% of journeyman rate	\$18.15	\$18.66	\$19.17
3600-4499 hrs-75% of journeyman rate	\$19.45	\$19.99	\$20.54
4500-5399 hrs-80% of journeyman rate	\$20.74	\$21.32	\$21.90
5400-7200 hrs-90% of journeyman rate	\$23.34	\$23.99	\$24.64

**24.02** The employer agrees to abide by the rules of procedure of the Local Apprenticeship Committee for the training of the Apprentice on the job.

To receive the Journeyman rate of pay the apprentice shall have successfully completed the final examination of the Apprenticeship and Client Services Branch of the Ministry of Training, Colleges and Universities. Notwithstanding the amount of hours worked, an apprentice shall receive the Journeyman's rate of pay on being issued a certificate of qualification as a certified tradesman from the Apprenticeship and Client Services Branch of the Ministry of Training, Colleges and Universities.

**SHIFT WORK**

**24.03** When two shifts are worked, the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply. The second shift shall be from 4:30 p.m. to 12:30 a.m., including ½ hour lunch period and the rate shall be time and one-seventh the regular rate. When three shifts are worked, the night shift shall be from 12:00 midnight to 8:00 a.m. and the rate shall be time and one seventh, the day shift shall be from 8:00 a.m. to 4:00 p.m. and the regular rate shall apply, the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the rate shall be time and one seventh, and one half hour lunch included. Shift work may be adjusted by mutual consent to meet specific conditions.

Std. Hours	Overtime After Daily Hours	Overtime Sat.	Overtime Sundays and Holidays	Shift Premiums	Work Breaks	Reporting
						General
8/50	1-1/2x	2x	2x	1-1/7x	2 x 10 min	2 hours

**24.04** Shift work shall be organized so that the employee will not lose any time during this regular week.

**24.05** Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.

**24.06** No employee shall work parts of two (2) consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at twice the regular rate.

**ARTICLE 25. RESIDENTIAL SECTOR**

**25.01** These clauses apply to work undertaken in the residential sector only and supersede corresponding clauses in the main body.

**25.02** The Residential Sector shall be defined as a detached single family building, a semi detached two family building, a multi family building and/or a group of detached or semi detached buildings in a subdivision. This shall be deemed to include high rise apartments, apartments, condominiums, townhouse and detached and semi detached dwellings.

**25.03 Hiring:** For each project, hiring will be on the following basis: the first two (2) employees selected by the employer, the third (3<sup>rd</sup>) employee by the Union, the fourth (4<sup>th</sup>) employee by the employer, the fifth (5<sup>th</sup>) employee by the Union and the sequence to continue in this method for additional employees.

**25.04** Any journeyman carpenter assigned to direct sub trades in addition to carpenters, shall be paid the foreman's rate.

**25.05 (a)** Any journeyman carpenter assigned to give orders to other carpenters will be paid as a minimum the Lead hand rate.

**(b)** The Lead hand that is designated by the employer will be in charge of four or less employees. He may perform work with the group he directs.

**25.06** While working on single detached, semi detached and town housing units, no tool lockup is required. On multiple units and other than above, Article 13.05 will apply.

**25.07** An employee who has obtained tools from his employer shall be allowed sufficient time to return such tools to his employer daily, during working hours. An employee receiving tools from his employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear.

**25.08** When and if large residential projects are contemplated in areas beyond the City of Thunder Bay, the parties agree to negotiate the conditions to apply to each project.

### **25.09 RESIDENTIAL WAGE RATES**

The rate of pay for the hours of a regular working day for employees shall be:

#### **Thunder Bay/Western Area Residential Rates**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>VP 4% HP 6%</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Total</b>
May 1/07	\$25.17	\$2.52	\$2.44	\$5.63	\$35.76
May 1/08	\$25.81	\$2.58	\$2.59	\$5.73	\$36.71
May 1/09	\$26.45	\$2.64	\$2.74	\$5.83	\$37.66

<b>Employer Contributions</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
Pension	\$5.63	\$5.73	\$5.83
Health & Welfare	\$2.44	\$2.59	\$2.74
CDC Training Fund	\$0.06	\$0.06	\$0.06
Industry Fund	\$0.15	\$0.15	\$0.15
Apprentice Trust Fund	\$0.35	\$0.35	\$0.35
Promotion & Building Fund	\$0.15	\$0.15	\$0.15

<b>Employee Deductions</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
Check Off (G.O.R.C.)	\$1.08	\$1.19	\$1.30
Union Administration Fund	\$0.51	\$0.51	\$0.51
<b>Foreman Differential</b>	<b>\$3.27</b>	<b>\$3.36</b>	<b>\$3.44</b>
<b>Leadhand Differential</b>	<b>\$2.01</b>	<b>\$2.06</b>	<b>\$2.12</b>
<b>Apprentices</b>			
1-899 hrs-45% of journeyman rate	\$11.33	\$11.61	\$11.90
900-1799 hrs-55% of journeyman rate	\$13.84	\$14.20	\$14.55
1800-3599 hrs-70% of journeyman rate	\$17.62	\$18.07	\$18.51
3600-4499 hrs-75% of journeyman rate	\$18.88	\$19.36	\$19.83
4500-5399 hrs-80% of journeyman rate	\$20.14	\$20.65	\$21.16
5400-7200 hrs-90% of journeyman rate	\$22.65	\$23.23	\$23.80

**SHIFT WORK**

**25.10** When two shifts are worked, the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply. The second shift shall be from 4:30 p.m. to 12:30 a.m., including ½ hour lunch period and the rate shall be time and one-seventh the regular rate. When three shifts are worked, the night shift shall be from 12:00 midnight to 8:00 a.m. and the rate shall be time and one seventh, the day shift shall be from 8:00 a.m. to 4:00 p.m. and the regular rate shall apply, the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the rate shall be time and one seventh, and one half hour lunch included. Shift work may be adjusted by mutual consent to meet specific conditions.

<b>Std. Hours</b>	<b>Overtime After Daily Hours</b>	<b>Overtime Sat.</b>	<b>Overtime Sundays and Holidays</b>	<b>Shift Premiums</b>	<b>Work Breaks</b>	<b>Reporting General</b>
8/40	1-1/2x	2x	2x	1-1/7x	2 x 10 min	2 hours

**25.11** Shift work shall be organized so that the employee will not lose any time during this regular week.

**25.12** Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.

**25.13** No employee shall work parts of two (2) consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at twice the regular rate.



## **ARTICLE 26. DURATION OF AGREEMENT**

**26.01** This agreement becomes effective on May 1, 2007 and shall remain in effect until the 30<sup>th</sup> day of April, 2010.

**26.02** Should the Employer or the Union desire to change, add to, or amend this Agreement, notice in writing of such intent shall be made not later than ninety (90) days prior to termination of Agreement, and all changes are to be specified at this time.

The Parties agree to meet not later than ten (10) days following the date that notification of changes, additions, or amendments are to be received as herein mentioned.

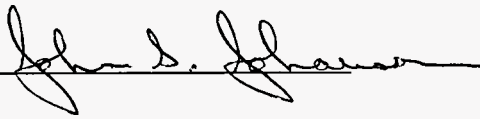
If no such notice is given, this agreement is to continue in force from year to year, subject to ninety (90) days notice in writing prior to April 30<sup>th</sup> of each year.

**26.03** Should any part of this Agreement or any provision herein contained in this Agreement, be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Canadian Legislation, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to negotiate such part of provisions affected.

**26.04** No additions, amendments or changes are to take place prior to the date of termination as specified, except as may be mutually agreed upon by the Union and the Construction Association of Thunder Bay, in writing and endorsed by the President and Secretary of the Union with Seal and Signatures of the Union affixed thereto.


IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
LOCAL UNION 1669:

\_\_\_\_\_  
  
\_\_\_\_\_

CONSTRUCTION ASSOCIATION OF THUNDER BAY:

\_\_\_\_\_  
  
\_\_\_\_\_

Witness to all foregoing signatures:  \_\_\_\_\_

SIGNED at Thunder Bay, Ontario this 18 day of SEPTEMBER 2008.

**APPENDIX "A"**

**APPRENTICESHIP AND CARPENTRY INDUSTRY  
PROMOTION TRUST FUND AGREEMENT**

THIS TRUST AGREEMENT made as of the 12<sup>th</sup> day of August A.D., 1966  
And renewed on the 1<sup>st</sup> day of May 2007

--between—

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA, LOCAL 1669  
Hereinafter called the Union  
OF THE FIRST PART

--and—

THE CONSTRUCTION ASSOCIATION  
OF THUNDER BAY  
Hereinafter called the Association  
OF THE SECOND PART

--and—

Harold Lindstrom, Jason Jones  
John Johanson, Renzo Rubert, Louis Bortolon  
Hereinafter called the Trustees  
OF THE THIRD PART

And such other employers and trustees as may from time to time become parties to this Agreement by signing the same.

WHEREAS by a Collective Agreement dated the 20<sup>th</sup> day of June, A.D., 1966 and made between the Construction Association of Thunder Bay, and the United Brotherhood of Carpenters and Joiners of America, Local Union 1669 and as renewed on the 1<sup>st</sup> day of May 2007 to which this agreement is attached the Association and the Union have agreed to establish a trust association for purposes to advance the industry, attract trade education, promote safety and all other activities that the Board of Trustees of the trust association may deem a betterment to the Carpentry Industry; and

WHEREAS pursuant to the said Collective Agreement the Association and the Union desire to establish a trust and to appoint Trustees; and

WHEREAS the Trustees who have affixed their names hereto have agreed to act as Trustees;

NOW THEREFORE, THIS TRUST AGREEMENT WITNESSETH that in consideration of the covenants and conditions hereinafter contained, it is mutually understood and agreed as follows:

**DEFINITIONS:**

**(a)** "Employer" means those member firms of the Construction Association of Thunder Bay, or other firms who may agree to be bound by the terms and conditions of the Collective Agreement and the term employer shall include any officer or agent duly appointed by the employer or the Association to act on his behalf.

**(b)** "Employee" or "Employees" means any working foreman, lead hand, journeyman or apprentice in the employ of the employer and engaged in work covered by the Collective Agreement.

**(c)** "Trustees" shall mean the Trustees in this said Trust Agreement, and such successor Trustee or Trustees as may be appointed from time to time, in accordance with the provisions hereof.

**(d)** "Collective Agreement" shall mean the current Collective Agreement between the Union and the Construction Association of Thunder Bay, and as it may be changed or renewed from time to time by negotiation and/or by lapse of time.

**APPOINTMENT OF TRUSTEES:**

**2. (a)** The Trustees shall consist of three persons appointed by the Construction Association of Thunder Bay, and three persons appointed by the Union.

**(b)** The Construction Association of Thunder Bay, hereby appoints as the Trustees the persons whose names appear below opposite its own name:

THE CONSTRUCTION ASSOCIATION OF THUNDER BAY: Harold Lindstrom and Jason Jones

**(c)** The Union hereby appoints as Trustees the following persons:

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL UNION 1669: John Johanson, Renzo Rubert and Louis Bortolon

**3.** The Construction Association of Thunder Bay shall have the right to appoint three (3) Trustees and shall have the right from time to time to replace such Trustees or any one or more of them by notice in writing to the Trustees signed by the Secretary of the Association.

**4.** The Union shall have the right to appoint three (3) Trustees and shall have the right from time to time, to replace such trustees or any one or more of them, by notice in writing to the trustees signed by the Secretary of the Union, or its successors, as

provided by the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

5. The Trust Plan shall be administered by the Trustees under the name "Apprenticeship and Carpentry Industry Promotion Trust Fund" and the Trustees hereby accept the Trust and undertake to be bound by the terms of this Trust Agreement.

6. Any person who is appointed a Trustee, before entering upon his duties, shall sign an acknowledgement of his appointment and an undertaking and agreement to be bound by the terms of this said Trust Agreement. A Trustee may resign by notice in writing given to the Trustees.

**AUTHORITY OF THE TRUSTEES:**

7. (a) Subject to the provisions of this agreement, the Trustees shall have full authority to determine all question of payments and methods of providing or arranging of benefits and other related matters.

(b) The Trustees may make such rules and regulations not inconsistent with the terms hereof, as are necessary in their absolute discretion to carry out the provisions of this trust agreement.

**PAYMENT OF TRUSTEES:**

8. A Trustee shall not receive compensation for the performance of his duties as Trustee except such employment as the Trustees deem advisable, and shall be reimbursed out of the fund for all reasonable and necessary expenses which he may incur in the performance of his duties.

**SPECIFIC POWERS OF TRUSTEES:**

9. The Trustees may employ administrative and clerical personnel to whom they may delegate such portion of their duties as they may, in their sole discretion, deem proper or necessary for the sound and efficient administration of the Trust; enter into working agreements with any other organization in connection with the Trust; retain and compensate consultants, bonding agents, arbitrators, legal counsel, and auditors, as they may in their discretion, deem proper or necessary; the Trustees may direct a licensed public accountant or chartered accountant designated by them to inspect such payrolls and other records of each employer as may relate to the Trust and may require such employer to permit such inspection and to furnish statistical information relating to employees.

10. The Trustees shall be entitled to open such bank accounts, as they may deem necessary. All cheques and other documents shall be signed by two (2) Trustees, one of whom shall be a trustee appointed by the employer, and one of whom shall be a trustee appointed by the Union.

**MEETING OF THE TRUSTEES:**

**11. (a)** Meetings of the Trustees may be held any place in the Province of Ontario but not outside Ontario.

**(b)** Annual Meetings: An annual meeting of the Trustees shall be held each year, at such time and on such day as the trustees may from time to time determine for the purpose of hearing and receiving the reports and statements of the auditor and others.

**(c)** Special Meetings: Any three (3) Trustees shall have power to direct the calling of a meeting of the Trustees by sending a written notice to the Trustees setting out the purpose of such meeting. The notice of the meeting shall set the place and the date and the time of the meeting.

**(d)** Notice of Meetings: Notice of the time and date and place of each meeting shall be given to each Trustee not less than 14 days before the date on which the meeting is to be held. All notices are to be in writing and sent by prepaid registered post. A meeting of Trustees may be held at any time without notice if all Trustees have waived notice in writing.

**(e)** Officers: At the first meeting in each year, the Trustees from amongst themselves shall elect a President and a Secretary and a Treasurer or a Secretary-Treasurer to hold office for the year or until their successors are elected.

**(f)** Votes: Each meeting shall be presided over by the President who shall have a vote, or any other person elected by the Trustees, who, unless he is a trustee, shall have no vote. Should a trustee act as Chairman he shall have no additional vote as chairman. At any meeting of trustees, the quorum shall consist of not less than two Trustees appointed by the Union and two Trustees appointed by the Employer. Each Trustee shall be entitled to one vote at meetings of the Trustees provided that at meetings where there are present a greater number of Trustees appointed by the Union than Trustees appointed by the employer, the Trustees appointed by the Employer shall also be entitled to cast jointly a sufficient number of additional votes to give them as a group the same number of votes as the Trustees appointed by the Union are entitled to cast. Provided further at any meeting where there are present a greater number of Trustees appointed by the employer than trustees appointed by the Union, the Trustees appointed by the Union shall also be entitled to cast jointly a sufficient number of additional votes to give them as a group the same number of votes as the Trustees appointed by the employer are entitled to cast. Each Trustee shall be entitled to have with him at any meeting of the Trustees, an advisor who shall not have any right to vote.

**(g)** Minutes of Meetings: Minutes of meetings of the Trustees shall be prepared by the Secretary of the meeting and shall be circulated by him forthwith after each meeting. At the first meeting of the Trustees, the Trustees shall appoint a banker, auditors and signing officers.

**(h)** Procedures of Trustees: Except in cases where this trust agreement requires unanimous approval, consent or agreement of the Trustees for any purpose, the Trustees shall be entitled to exercise their powers under this agreement.

- (i) by an instrument in writing signed by not less than two of the Trustees appointed by the Association and two of the Trustees appointed by the Union, provided that any such instrument in writing shall have been received by all of the Trustees at least two (2) weeks prior to the signing thereof, or
- (ii) by resolution passed at duly constituted meeting of the Trustees.

**(i)** The President of the Construction Association of Thunder Bay, or his nominee, and the President of the Union, or his nominee shall have the right to attend the annual meeting of Trustees as observers, but shall have no voice or vote at the said meeting. Notice of the annual meeting shall be given to the President of the Construction Association of Thunder Bay, and the President of the said Union in the same manner as notice of the meeting is given to the Trustees.

**(j)** The Trustees shall forward copies of all the reporting of the statements of the auditors received by them at the annual meeting to the Construction Association of Thunder Bay and to the Union.

**(k)** The fiscal year end of the trust association shall be the 31<sup>st</sup> day of December in each year.

**LIABILITY OF PARTIES:**

**12. (a)** No Trustee acting hereunder shall be liable for any action taken or omitted by the said Trustee in good faith, nor for the acts or omissions of any associate nor for the acts or omission of any agent, employee, or attorney selected by the Trustees with reasonable care, nor for the acts or omissions of any other Trustee; nor shall any Trustee be individually or personally liable for any of the acts or omissions of the Trustees acting as such.

**(b)** No Employer or Union shall be held liable in respect of any act or obligation of any Trustee or Trustees by reason of such Trustee or Trustees being an officer or employee of, or in any way associated with such employer or union, it being understood that each of the trustees appointed acts personally as a representative only and not as the agent of any person, firm, corporation, voluntary unincorporated association or organization.

**CONTRIBUTIONS:**

**13. (a)** The obligation of the employers and the employees to make contributions under this agreement shall be limited to contributions in respect of the amounts as set out in the Collective Agreement.

**(b)** The contributions shall be paid to the Trustees or as they direct.

**(c)** Each employer shall send a copy of the statements required by the Trustees to Trustees and shall pay in the manner provided in the Collective Agreement the required contribution that he is to make.

**14. (a)** Any additional contributions in respect of administration expenses shall be paid by the Employers and the Union, on an equal basis, if so required by the unanimous consent of all Trustees. Additional contributions shall be payable as assessed upon receipt of a notice by the Employers and the Union of the total amount thereof as fixed by the Trustees. The Trustees shall not be entitled to fix any amount in respect of additional contributions unless they unanimously agree to do so.

**(b)** The amount of contributions to the Trust Fund as set out in the Collective Agreement shall not be a subject matter of negotiations between the parties. Any changes in the amount of the contributions to the Trust Fund, must come upon the unanimous recommendations of the Trustees and the approval of the Association and the Union.

**15. (a)** The title to all surplus funds to which the Trustees may become entitled under this agreement shall be vested in and remain exclusively in the Trustees. Neither the Employer, the Union, or the Employees shall have any right, title or interest in any such surplus funds except as specifically provided in this Trust Agreement or by resolution of the Trustees.

**(b)** It is the intention of the parties hereto that this trust agreement shall constitute an irrevocable trust of such surplus funds for the sole and exclusive benefit of the objects set out and no such surplus funds shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, attachment, garnishment, incumbrance or charge and any attempt to the contrary shall be void. No employee shall have the right to receive any part of such surplus funds either upon the termination of this trust agreement or on the cessation of his employment with an employer.

**SURPLUS:**

**16. (a)** Any surplus funds to which the Trustees may become entitled shall be invested by the Trustees at the best available rate of interest unless the Trustees unanimously determine that such surplus funds shall be withdrawn and dealt with in some other manner.

**(b)** This Trust Agreement may be terminated at any time upon the unanimous approval of all the parties. Any surplus of funds at that time shall be used by the Trustees to further the objects for which the fund was created.

**17.** With the majority approval of the Trustees:

**(a)** All funds to which the Trustees may become entitled shall be deposited in any bank or Trust Company or may be invested and reinvested in any securities authorized under Section 63(1) of the Canadian British Insurance Companies Act (Canada) as investments for companies registered under Part III of such Act, provided that these securities are located in the Province of Ontario and preferably in Northwestern Ontario.



**(b)** The Trustees may, from time to time, enter into and terminate agency or custody agreements with any bank or trust company under which a portion of such surplus funds may be turned over to such bank or trust company for investment or reinvestment consistent with the provisions of this paragraph.

**18.** All parties dealing with the Trustees are hereby released from any necessity for questioning the authority of the Trustees hereunder or from seeing to the application of any monies, securities, or other property and every instrument executed by the Trustees shall be conclusive.

**(a)** That at the time of delivery of such instrument, this trust agreement was in full force and effect:

**(b)** That such instrument was executed in accordance with the provisions of this trust agreement; and

**(c)** That the Trustees were duly authorized to execute such instrument.

**19.** The receipt given by the Trustees for any monies or other property received by them shall effectually discharge the person or persons paying or transferring the same and such person or persons shall not be bound to see the application thereof or be answerable for the loss or misapplication thereof.

**20.** This Trust Agreement may be amended at any time by instrument in writing signed by all of the parties to this agreement or their successors.

**21.** This Agreement shall be binding upon all parties hereto, their successors, administrators and assigns.

IN WITNESS WHEREOF this trust agreement has been duly executed.

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
LOCAL UNION 1669

John Johanson

And

THE CONSTRUCTION ASSOCIATION OF THUNDER BAY

Harold Lindstrom

And

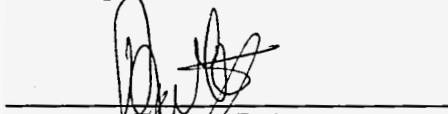
TRUSTEES



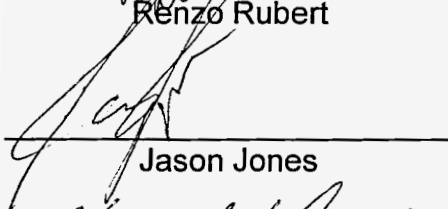
Louis Bortolon



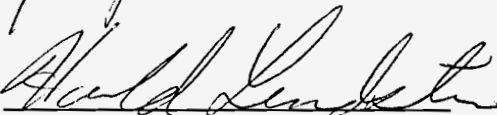
John Johanson



Renzo Rubert



Jason Jones



Harold Lindstrom

42