2016 - 2020

## **CARPENTER AGREEMENT**

## BETWEEN

## THE CARPENTRY CONTRACTORS TRADE DIVISION

## OF THE

# CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

#### AND

## LOCAL UNION 343

## OF

## THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF

## AMERICA

02544 (12)

#### CARPENTERS

#### **COLLECTIVE AGREEMENT**

#### ARTICLES OF AGREEMENT mutually made and entered into this day: May 1st, 2016.

#### BETWEEN

The Construction Labour Relations Association of Manitoba on behalf of and as agent for the member firms of its Carpentry Trade Division (all of which member firms are hereinafter referred to as and included in the term "Employer") together with all other firms whose duly authorized officers have signed and sealed the last page hereof in the legal manner for their Company (each of which other firms are also hereinafter referred to as and included in the term "Employer")

#### OF THE FIRST PART

#### AND

The United Brotherhood of Carpenters and Joiners of America, Local Union No. 343 and its members (hereinafter referred to and included in the term "Union")

#### OF THE SECOND PART

WHEREAS the undersigned Employer and employee representatives have bargained collectively with a view to reaching an agreement on standard terms and conditions of employment to be included in a collective agreement covering Carpenter Foremen (as defined herein), Carpenters and Carpenter Apprentices employed by the Employer within the Scope of this Agreement.

NOW AND THEREFORE THIS AGREEMENT WITNESSETH THAT:

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#### **SECTION 1 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL**

- **1:01** This Agreement shall be effective from May 1, 2016 to April 30, 2020, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new agreement is given by either party to the other party during the month of January prior to the expiry date of this Agreement or the expiry date of any extended term thereof.
- 1:02
- (A) Notwithstanding the provisions of the Manitoba Labour Relations Act concerning deemed notice for termination of collective agreements, and notwithstanding the termination provisions in the current Collective Agreement, the Union and the Employer agree that all of the provisions of the said Collective Agreement shall remain in full force and effect during the period of the negotiations by the parties for the renewal of said Collective Agreement and while:
  - (i) either of the parties has applied for and a Conciliation Officer has been appointed under the provisions of the Labour Relations Act of Manitoba and until:
  - (ii) the Conciliation Officer has exhausted all resources available to him/her to affect a settlement of the matters in dispute between the parties and a deadlock has been reached.
- (B) No legal strike or lockout shall occur until the above conditions have been complied with.
- **1:03** Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employers and of the Union shall meet for the purpose of negotiating. During the period of such negotiations this Agreement shall remain in full force and effect.
- **1:04** Both parties hereto agree to enforce and see that its members enforce all provisions of this Agreement and also any decisions of an Arbitration Board under Section 4.
- **1:05** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal Legislation, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. Upon such invalidation the parties signatory hereto agree to meet immediately, to re-negotiate such part or provision affected.

If no agreement can be reached through negotiations then either party may submit the issue to arbitration in accordance with Article 4:13, or its successor, of this Agreement. The decision of the Arbitration Board shall be final and binding on both parties.

#### **SECTION 2 - SCOPE AND RECOGNITION**

#### **Scope**

- **2:01** This Collective Agreement shall govern working conditions and wage rates in the Building Construction Industry for the Trade of Carpenter for the Province of Manitoba.
- **2:02** Neither party shall enter into any collective agreement or "Project Specific Agreement" covering building construction carpenters for different hours of work, working conditions or monetary provisions than those contained in this Agreement to be effective within the scope of this Agreement as set forth in 2:01 and 2:02 above.

It is agreed that for the purposes of developing any "Project Specific Agreements" with the Manitoba Building and Construction Trades Council, that Local Union 343 will ensure that the C.L.R.A.M. is advised/consulted as to the content and any and all specifics concerning the project agreement prior to the Local Union signing off on the "Project Specific Agreement".

**2:03** Notwithstanding Section 2:02 and 15:02, for the purposes of organizing non-signatory contractors, the parties agree that the Union may be allowed to enter into a collective agreement with such contractors, for the purpose of allowing only projects underway at the time of signing, to be enabled in some fashion which would result in a different contractual term and/or condition than those contained within this Collective Agreement. The Union agrees that prior to offering such enabling provisions that they will first secure the agreement of the C.L.R.A.M. Carpentry Trade Division.

The union agrees to notify the C.L.R.A.M. whenever negotiations for such collective agreement(s) commence and the C.L.R.A.M. will assist the Union when requested.

**2:04** Each Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or any dispute between the signatory Union and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union and each other Employer party to this Agreement.

#### **Recognition**

- **2:05** The Union recognizes the Employer as the sole bargaining representative.
- **2:06** The Employer recognizes the Union as the sole bargaining representative for all employees bound hereunder and agrees that the Union may represent the employees in all contract observance disputes.

#### **SECTION 3 - OBJECTS**

- **3:01** The object of this Agreement is to stabilize the industry and to prevent any lock out or strike, and to ensure a peaceful adjustment of any and all grievances, disputes, and differences that may arise between the parties hereto.
- **3:02** It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, the employees and the Union, in order to allow the trade to ensure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the parties to this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto.
- **3:03** It is also the intent of the parties to prevent unnecessary costs to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, spread work policies and other objectionable practices.
- **3:04** Both parties agree that each employee has a responsibility to produce work of an acceptable quality efficiently and with due regard for the safety of themselves and others, and protection of the company property and materials.

#### **SECTION 4 - GRIEVANCE PROCEDURE**

#### 4:01 <u>Step 1</u>

Should an employee have a misunderstanding or complaint under this Agreement, he/she shall first discuss it with his Steward or other Union official who will then discuss it with the Foreman, or directly with the Foreman or Representatives of his Employer if a Foreman, Steward or other Union official is not on the job, within ten (10) working days from the first happening of the event or incident upon which the misunderstanding or complaint is based.

**4:02** For the purposes of determining the time limit on grievances concerning hours of work, overtime, wages and other monetary allowances the commencement of the limiting time shall begin with the receipts by the employee of the wage data set forth in Section 9 of this Agreement.

#### 4:03 <u>Step 2</u>

If the matter is not satisfactorily settled the complaint shall be stated in writing, signed by the employee(s), and the employee or a Union official acting on behalf of the employees, either alone or in the presence of the employee, shall discuss it with his/her Employer and Representative(s) of the Construction Labour Relations Association of Manitoba, within fifteen (15) working days from the time the first happening of the occurrence upon which the misunderstanding or complaint is based. The written grievance shall set forth the particulars of the complaint, the date(s) of the alleged violation, the Section(s) of the Agreement which the employee(s) alleges have been violated, and the remedy sought. No grievance shall exist which is not presented in a timely fashion.

**4:04** Employees working in rural areas and not commuting to Winnipeg will be deemed to have complied with the time limits for Step 2 if, during the limiting period, they have written and posted a letter detailing their complaint to either their Union or the Employer. The Union and the Employer and the Construction Labour Relations Association of Manitoba, will then have five (5) working days to settle the grievance at Step 2 following receipt of the employee's letter.

#### 4:05 <u>Step 3</u>

If the matter is still not settled, the complaint stated in writing as set out in Step 2 above, shall be referred, within five (5) working days of the exhaustion of the Step 2 procedure, to Step 3, mediation by the Carpentry Joint Conference Committee, (as set out in Section 31 of this Agreement).

The Carpentry Joint Conference Committee shall within ten (10) working days of receipt of the grievance, meet to discuss same and endeavour to mediate a settlement.

If the Carpentry Joint Conference Committee fails to deal with or resolve the matter to the satisfaction of both parties within a period of three (3) weeks from the time the written complaint was received by the Committee, or such further time period as may be agreed upon between the parties, this Step shall be deemed to have been complied with. Should

both parties to this Agreement agree to waive the foregoing Step, then either party may proceed to arbitration.

- **4:06** Any agreement arrived at between the parties during, or subsequent to the above Steps shall be binding upon both parties and on the persons concerned.
- **4:07** Should either of the parties to this Agreement have a misunderstanding, complaint, or dispute under this Agreement against the other party, the grievance shall be stated in writing giving the details as set forth in Step 2. The grievance shall be submitted to the other party within thirty (30) calendar days of the first occurrence of the incident or event upon which the grievance is based. Representatives of the Union, and the Construction Labour Relations Association of Manitoba shall meet to discuss and endeavor to settle the matter within ten (10) working days from the time the written complaint was received or such further time as the parties may mutually agree in writing.
- **4:08** It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until after exhausting the above grievance procedure in connection with it. At any time during the grievance procedure, either party can make application to the Department of Labour to avail themselves of the grievance mediation procedure. It is understood that this procedure is non-binding on the parties involved.
- **4:09** Should any grievance not be submitted within the time limits specified above, it shall be considered to have been settled on the basis of the last reply to the grievance. If no decision has been given to the grieving party or its representatives within the time limits specified above or if the grievance is not satisfactorily resolved by the reply, the grieving party shall be entitled to submit the grievance to the next Step including arbitration providing they do so within the time limits provided. The time limits herein set forth are of the essence of the Agreement and are to be strictly applied. No grievance shall exist which is not processed in accordance with the procedure and time limits set forth, but the time limits may be extended by mutual consent given in writing.

#### **Special Procedure for Hearing of Grievances**

- (A) The Chairperson shall be charged with the responsibility of conducting the hearing and should confine the evidence presented and submitted to that which is reasonably related to the issue or issues in question. When oral testimony is given, both parties to the dispute should be present to hear the testimony.
- (B) The Secretary shall be charged with the responsibility of keeping accounts and detailed minutes of the hearings. The accuracy of said minutes should be attested to by at least one member from each side.
- (C) Each party to the dispute shall be entitled to be heard and to present evidence should they so desire. The person laying the grievance shall be required to proceed first and to substantiate their contention except that in any case involving discharge or

discipline the party initiating the penalty shall be required to proceed first to establish its justification.

- (D) In general the task of the Joint Conference Committee with reference to grievance hearings shall be one of fact finding, persuasion and conciliation. Therefore, all grievance proceedings before the Joint Conference Committee shall be without prejudice to any subsequent arbitration proceedings. Should the Joint Conference Committee fail to arrive at a solution satisfactory to both parties to the grievance, arbitration as specified in the Collective Agreement shall be held "denovo" and no proceedings or proposals of the Committee may be introduced as evidence thereat. (The purpose of this provision is to allow the members of the Committee as much freedom as possible to try to induce an understanding between the disputing parties.)
- (E) All members of the Committee shall be entitled to question any person appearing before the Committee in any grievance dispute.
- (F) The Committee may set up such additional rules by which it shall operate in the handling of disputes presented to it as it shall deem necessary or advisable provided that such rules should be sufficiently explicit and known to the parties to the dispute that they will know how to proceed at the hearing.
- **4:10** It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until after exhausting the above grievance procedure in connection with it.
- **4:11** It is agreed by both parties that the Carpenters Joint Conference Committee shall attempt to resolve any grievance that may arise between any member of the Construction Labour Relations Association of Manitoba who is a party to this Agreement and the Union, whether that member be a regular member or an extra Provincial member and regardless of whether or not such member is a member of the Winnipeg Construction Association, the Mechanical Contractors Association of Manitoba Inc., the Masonry Contractors Association of Manitoba, or any other construction organization.

#### 4:12 Arbitration

Within ten (10) calendar days after receiving the decision of the Carpentry Joint Conference Committee, as explained in Article 4:10, and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

**4:13** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

- **4:14** The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be the Chairperson.
- **4:15** In the event of failure to agree upon a Chairperson, the Minister of Labour for the Province of Manitoba shall be requested to appoint a Chairperson.
- **4:16** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Agreement.
- **4:17** The Board or Sole Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration of the Sole Arbitrator shall be final and binding and enforceable on all parties.

#### 4:18 Clarification of Decision

Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

#### 4:19 Expenses of the Board/Sole Arbitrator

Each party shall pay:

The fees and expenses of the Nominee it appoints. One-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.

- **4:20** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the parties, in any manner whatsoever.
- **4:21** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

#### **SECTION 5 - STRIKES AND LOCKOUTS**

**5:01** It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.

The Union agrees to repudiate any illegal strike action and shall declare that any illegal picket line is not binding on members of the Carpenter's Union. Such repudiation will be communicated in writing to the Company within eight (8) hours after the Union has been informed of the cessation of work or of the forming of the picket line.

The above referenced parties agree to work in a collaborative fashion if an information picket line is established on any job site where C.L.R.A.M. Carpentry Trade Division members are working. The parties agree to ensure that the Local's members, who are working on site, are fully informed of their rights and obligations concerning the information picket.

- **5:02** It is agreed by the Employers that there shall be no lockout during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.
- **5:03** The rights of individuals as set forth in any Provincial or Federal statute are recognized by the parties to this Agreement provided only that those statute rights which can be modified by agreement and are modified herein shall apply as modified.
- **5:04** Notwithstanding 5:01 or 5:02 above, where negotiations for a new collective agreement have been requested and/or entered into in accordance with the relative provisions of Section 1, and a new collective agreement has not resulted on or prior to the expiry date, then either party may effect termination of the Collective Agreement by accordingly notifying the other party in writing and a copy of such notice shall be filed with the Manitoba Labour Board.

#### **SECTION 6 - MANAGEMENT RIGHTS**

**6:01** Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all its rights to manage the business. Provided only that the grievance procedure shall apply if any specific provisions of this Agreement is contravened, the parties hereto agree that nothing shall be deemed to limit the Employer in any way in the exercise of its acknowledged right to all the regular and customary functions of management including the making of rules and the efficient operation of the Company as management deems expedient.

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

**7:01** Nothing contained herein shall be construed as a guarantee by the Employer of the daily or weekly hours of work.

#### 7:02 Hours of Work

- (A) Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
- (B) Except as otherwise herein expressly provided:
  - (i) If more than the recognized daily hours are worked in any one (1) shift, then such additional hours shall be paid for at the rate of time and one-half (1/2) the regular straight time hourly rate to a maximum of ten (10) hours, all hours worked after ten (10) hours shall be paid at double-time the straighttime hourly rate for all subsequent overtime hours on that shift. On Saturdays the rate of pay shall be at the rate of time and one-half (1/2) the regular straight time hourly rate, unless modified by 7:02, Section (D) or (E). If an employee works more than eight (8) hours on a Saturday, he shall receive double time the straight time rate for all subsequent overtime hours on that shift.
  - (ii) Work done Sunday or on the Holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate.
- (C) The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, the hours during which a regular work day may be worked can be deviated from, by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.
- (D) To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.
- (E) Notwithstanding (B) above, if a complete day's work is lost Monday to Friday on Major Building Construction Projects then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided the Employer consults with the Local Union's Business Manager. Provided the day is not lost because of a designated holiday under section 11:01 (A)
- (F) Notwithstanding (A) and (B) above and (H) below, if a complete day's work is lost Monday to Friday due to inclement weather then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided that no

employee shall work in excess of forty (40) hours in any one week at straight time rates.

(G) Except as otherwise herein expressly provided:

All overtime including Saturday, shall be paid at the rate of time and one-half (1/2) the regular straight time hourly rate. All Saturday overtime beyond eight (8) hours shall be paid at double the regular straight time hourly rate. All hours worked on Sundays and Holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate.

(H) Overtime of two times (2X) the straight time rate shall apply until a clear break of eight (8) hours occurs between shifts.

#### 7:03 Shift Premium

- (A) Where the regular work day has been deviated by arrangement with the affected employees the following shift premiums shall apply to straight time hours only.
  - (i) Regular Work Day Hours: Any hours worked between 6:00 a.m. and midnight shall be free of shift premium. The premium of .142 shall apply on any remaining straight time hours on a shift which may extend past midnight.
  - (ii) Notwithstanding (i) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m. shall be paid a premium of .142 of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked between 12:00 midnight and 6:00 a.m. the premium of .142 of the regular straight time rate shall be paid for fifty (50%) percent of all hours worked in that shift.
  - (iii) Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of .142 of the regular straight time rate for all hours worked in that shift.
  - (iv) Any regular work day shift which commences at or after 4:00 a.m. shall receive shift premium of .142 of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.
- (B) The Premium to be Paid on Premium Shift Hours Shall Be:
  - (i) Graveyard Premium Hours: 1.142 times the regular straight time (i.e. a premium of .142 of the regular straight time rate.)

- (C) Overtime payment for shift work shall be in accordance with the provisions set forth in subsection 7:02 or 7:03 of Section 7.
- (D) For the purposes of computing overtime premium applicable for Saturday, Sunday or Holiday work the following rules shall apply:

Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00 a.m. Sunday;

Sunday overtime premium is due from 6:00 a.m. Sunday until 6:00 a.m. Monday;

Holiday overtime premium is due from 6:00 a.m. on the Holiday until 6:00 a.m. the following day.

- (E) The starting and quitting time for shift work will be decided by the Employer.
- (F) Except in the case of an emergency the Union will be notified when shift work is worked.

#### 7:04 Alterations, Maintenance, Repair and Service Work

Notwithstanding the provisions of any other clauses in Section 7 if with regard to alterations, maintenance, repair and the service work only conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that may constitute a shift on that job.

No more than twelve (12) hours will be worked in any shift at straight time rates. No more than forty (40) hours will be worked in any seven (7) day period. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of double the regular straight time hourly rate for all hours worked thereafter.

If the shift ends after the public transit system ceases to run and if the employee has no transportation available then the Employer will supply transportation home or fair and reasonable means will be provided.

#### 7:05 Starting and Quitting Time

Workers will be at their places of work five (5) minutes before their regular starting time (note the 5 minutes is without pay) and shall remain until regular quitting time. A suitable signal shall give all starting and quitting times.

The place of work shall be defined as "the location where the employee worked on the previous day or night, or the place where the employee is instructed to report by his/her Foreman, if different."

#### 7:06 Lunch Period

A thirty (30) minute lunch period shall be allowed for all employees on each shift unless otherwise mutually agreed upon by the Employer and the employees. A reasonable amount

of travel time from the job station to the lunch room will be identified to ensure that there is time fairness for this lunch break.

#### 7:07 Overtime Lunch Provided by Employer

Where an employee reports for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense or fifteen (\$15.00) dollars, at the Employers discretion after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done and every four (4) overtime hours thereafter. All employees will be given at least one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four overtime hours thereafter.

#### 7:08 Coffee Breaks

Notwithstanding Clause 7:07 above, (overtime lunch), a fifteen (15) minute paid break will be allowed for employees to partake of non-alcoholic drinks at their work stations (or as directed by their Employer), twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If two (2) hours overtime are to be worked, a coffee break (at the place of work) shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. During inclement weather the employees will be provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and /or volatile substances.

A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege.

#### 7:09 <u>Scheduling of Overtime</u>

The parties agree that conditions under which construction work is carried out sometimes requires the working of overtime.

The parties also agree that the unilateral ordering of unreasonable amounts of overtime is unnecessary and undesirable.

Therefore it is agreed that Management can when necessary schedule the working of overtime but only under the following conditions:

- (i) When overtime schedules are accepted as a condition of assignment to a special job or project on which longer hours of work are required they shall be adhered to as a condition of employment.
- (ii) When overtime is reasonably necessary to meet delays in scheduling requirements or emergency situations including securing work against impending weather, the completion of continuous process operations, and all matters affecting the security of materials or the safety of property or persons.

The Employer agrees that, when an individual has valid personal reasons to refuse overtime, same will be respected.

The Union agrees that neither the Union nor its members will engage in any concerted refusal of overtime.

Whenever possible, the employee shall be notified at least two (2) hours prior to the commencement of overtime.

#### **SECTION 8 - REPORTING TIME**

- **8:01** When an individual is definitely hired by a qualified representative of the Employer, and takes his/her tools on the job and is then refused work, for reasons other than inclement weather, he/she shall receive not less than four (4) hours pay at the regular rate.
- **8:02** When an employee employed by a Contractor arrives at his/her regular place of work without due notification by the Foreman or Employer not to do so and is not placed in employment by the Foreman or Employer, for reasons other than inclement weather and/or matters beyond the control of the Contractor, he/she shall be reimbursed a minimum of three (3) hours pay. The Employer may require the employee to remain on site for those hours.
- **8:03** In the case of continued inclement weather, the shop Steward may discuss the issue with the Foreman and/or Superintendent. The Foreman or Lead Hand shall then be responsible for advising the employees, if and when they are not to report to work. The Employer will communicate with the men on the job, when inclement weather is expected, to ensure that all men understand who is to report to work and who is not (a projected temperature of 30 degrees Celsius or a wind chill factor of –39 degrees Celsius will result in a meeting being called).

Employer's will investigate a "job call line" and will advise the Local at the next Joint Conference Committee.

The Employer agrees to develop a work procedure that will address the manner in which communication to the manpower is handled for shift cancellations/delays which will be implemented on all job sites on May 23, 2013.

**8:04** All employees shall report to work fifteen (15) minutes early prior to the start of their shift on the first day reporting to a new job site, for the purposes of receiving specific site safety orientation and/or any daily announcements. This time shall not be compensated for.

#### **SECTION 9 - WAGES, HOW PAID**

- **9:01** Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash or cheque paid at par in the Province of Manitoba, once a week or biweekly on the job site to all employees during working hours, and not more than two (2) day's pay shall be held back.
- **9:02** The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay, company name and employee's name and/or code number.
- **9:03** The Employer may deposit the employee's pay directly into the employee's bank account to be direct deposit.

#### **SECTION 10 - IN CASE OF INJURY**

- **10:01** Should an employee, as a result of injury incurred in the performance of his/her work, require first aid treatment, said employee shall be paid for the time taken off work for the initial treatment. Should an employee be injured to the extent that said employee becomes a Worker's Compensation Act case that employee shall be paid to the end of the shift in which the injury occurred.
- **10:02** The employee must report the accident to the Foreman or Employer on the day it occurs or as soon as said employee becomes aware of the injury. The Employer shall then act immediately and fill out and send off any and all forms in accordance with the Worker's Compensation Act, with which they shall make themselves familiar. (The legal deadline for the Employer's report to the Board is three (3) days according to Section 18(1) of the Worker's Compensation Act).
- **10:03** The Foreman or Employer's Agent, acting jointly with a Union member, shall gather the injured employee's tools and belongings and place them in his tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the owner returns to work. The Employer shall notify the Union office as soon as possible when an employee is injured and hospitalized.
- **10:04** The Employer will have the full responsibility of managing all hearing tests for their employees. It is understood that the frequency of the hearing tests shall be as directed by the Employer and shall not be more than two (2) times per year. The time needed to take the test (which shall be arranged at a time and location which will be convenient for the employee) shall not be compensated for, though the test itself will be paid for by the Employer.

#### **SECTION 11 - LEGAL HOLIDAYS**

**11:01** The following shall be observed as legal, statutory or general holidays each year.

- (A) New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Remembrance Day, and any other day which is proclaimed by the Federal or the Provincial Government as a legal, general or statutory holiday.
- (B) In addition a properly proclaimed Civic Holiday will also be observed within the boundaries of the Municipal area where it is proclaimed.
- **11:02** When Christmas Day, Boxing Day, New Year's Day or Canada Day falls on a Saturday or Sunday which is a non-working day, then the working day immediately following shall be the alternate day off.

In the event of two (2) consecutive holidays falling on a Saturday and Sunday, the following two (2) regular working days shall be observed as the holidays.

- **11:03** Whether or not an employee works on any of the above mentioned legal, statutory, general or civic holidays, he/she shall receive in lieu of paid holidays, four point five (4.5%) percent of his standard hourly rate for each hour worked.
- **11:04** The employee shall receive this allowance each regular pay period.

#### **SECTION 12 - ANNUAL VACATION AND VACATION PAY**

- **12:01** The annual vacation will be provided at a time arranged between the Employer and the employee as detailed in The Manitoba Employment Standards Code.
- **12:02** Payment for the annual vacation will be as provided in the above noted Code or on the basis of six (6%) percent of the employee's standard hourly rate for each hour worked, whichever is more favorable to the employee.

#### 12:03

- (A) Advance payment in lieu of pay at time of vacation in the amount set forth in 12:02 above shall be added to each employee's weekly wages and taxed on each pay period.
- (B) The Union and the Local covenants and agrees that the Union, the Local, its officers, members or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Employment Standards Code is improper satisfaction of the Employer's obligations under said Code, and for greater clarity it is specifically agreed that double payment for vacations, once under the Agreement and once under the Code, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him/her harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

## SECTION 13 - TOOLS, WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- **13:01** A carpenter's tools are his/her means of livelihood and must be kept in good condition at all times. When an individual reports to a job his/her tools will be sharp and in good condition. Thereafter he/she will be allowed time to re-sharpen any tools blunted on a job.
- **13:02** The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He/she must report the breakage or loss of any of these tools and equipment immediately to his/her superior.
- 13:03 An employee found misusing company tools or equipment may be held responsible.
- **13:04** Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- **13:05** The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer, provided that proof of loss is established as set forth below.
- **13:06** Claim for lost or destroyed tools must be submitted in writing with list of such tools, and the value thereof, and substantial evidence of loss satisfactory to the insurance adjuster involved (if any).
- **13:07** Employees shall be required to supply the ordinary hand tools of the trade. Power tools, including bits and/or attachments, mitre boxes, special augers and bits and any devices such as Powder Actuated Tools, shall be supplied by the Employer. If any power wood working machines or power wood working tools are used, they shall be supplied by the Employer. Employees, who are qualified to use Powder Actuated devices as required by the Workplace Safety & Health Act, shall be permitted to use such devices.

#### SECTION 14 - SHELTER, SANITARY ARRANGEMENTS AND SAFETY

**14:01** A clean and adequate place of shelter sufficiently heated or cooled and securely locked in which the employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes shall be provided. The shelter may be used for storage but sufficient room for the employees' needs shall be kept clear of building materials and other construction paraphernalia. The shelter where employees eat their lunch, shall not be used to store harmful chemicals, toxic substances, and/or volatile substances.

Should the duration or the size of the project make it impractical for a storage shelter to be provided the Employer will supply a securely locked "gang box" in which the employees may store their tools with due regard to the safety thereof.

**14:02** The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of persons employed as laid down in Municipal, Provincial and Federal Government regulations. Where it is practical to do so a heat source will be supplied in sanitary facilities during the winter months.

#### 14:03

- (A) The Safety Regulations as laid down by the Workplace Safety and Health Act shall be adhered to including W.H.M.I.S.
- (B) The employee must accept responsibility for the safety equipment issued by the Employer and must report the loss or damage of any of the items so issued to his/her Superior or Employer.
- (C) Personal clothing including hard hats is to be supplied by the employee.
- (D) Drinking water in a closed container and individual paper cups, and toilet paper shall be provided daily on all jobs as well as a safety glass lens cleaning station.
- (E) Clean water and soap for the purpose of hand washing shall be provided daily on all jobs.
- 14:04 The Contractor shall be responsible for the provision, maintenance, and cleanliness of sanitary facilities on the work site. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness. The Steward and/or Safety Committee Representative on jobs will monitor sanitary conditions and bring substandard conditions to the Employer's attention. The Employer will correct these conditions without undue delay.

#### **SECTION 15 - STANDARD OF WORK AND LIMITATIONS**

- **15:01** There shall be no limit on production of workers nor restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.
- **15:02** It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow the members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- **15:03** Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturdays, Sundays or Holidays at less than overtime rates prescribed herein.
- **15:04** Disciplinary action is to be taken by both Union and the Employer against any infraction of this Section.
- **15:05** The parties hereto agree that where the tendering agency calls for a pre-job conference to be held, they will attend and participate therein. At the discretion of the Contractor and/or request of the Local's Business Manager, the parties agree to discuss any job in a cooperative fashion.

#### SECTION 16 - COMMUTING BEYOND THE BOUNDARIES OF THE OUTER PERIMETER HIGHWAY

- **16:01** An employee who has been authorized by the Employer to commute to a job site shall be compensated as follows:
  - (A) For all jobs inside an eighty-five (85) kilometer zone from the Winnipeg Perimeter Highway, or inside a one hundred (100) kilometer zone from the intersection of Victoria Avenue and 10<sup>th</sup> Street in the City of Brandon, and the Central Post Office for The Town of the Pas, and the Central Post Office for The City of Portage la Prairie, the employee shall receive the following:
    - (i) Car Allowance Effective May 1, 2015, forty-six point eight (46.8) cents per kilometer from:
      - (1) The Winnipeg Perimeter Highway point closest to the job site, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site.
      - (2) Fifteen (15) kilometer radius from the intersection of Victoria Avenue and 10<sup>th</sup> Street in the City of Brandon, and the Central Post Office for The Town of the Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site.
  - (B) For all jobs outside an eighty-five (85) kilometer zone from the Winnipeg Perimeter Highway or outside a hundred (100) kilometer zone from the intersection of Victoria Avenue and 10<sup>th</sup> Street in the City of Brandon, and the Central Post Office for The Town of the Pas, and the Central Post Office for The City of Portage la Prairie, the employee shall receive the following:
    - (i) Car Allowance Effective May 1, 2015, forty-six point eight (46.8) cents per kilometer starting from:
      - (1) the Winnipeg Perimeter Highway point closest to the job site, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site.
      - (2) Fifteen (15) kilometer radius from the intersection of Victoria Avenue and 10<sup>th</sup> Street in the City of Brandon, and the Central Post Office for The Town of the Pas, and the Central Post Office for The

City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site.

- (3) Equivalent car allowances to be paid on return from the job site.
- (ii) Travel Time An allowance of ten (10) cents per mile or six point two (6.2) cents per kilometer starting from:
  - (1) beyond the Winnipeg eighty-five (85) kilometer zone, or from the employee's place of residence (whichever is the lesser distance).
  - (2) One hundred (100) kilometer radius from the intersection of Victoria Avenue and 10<sup>th</sup> Street in the City of Brandon, and the Central Post Office for The Town of the Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance).

Free Zone (for travel time and vehicle allowance) of fifteen (15) kilometer from the Winnipeg Perimeter and/or the boundaries of The Pas, Portage La Prairie, Brandon, Flin Flon and Thompson. In addition, the parties agree that the Local Union and the Association can meet to create additional free zone enabling in order to assist the Contractor in bidding future projects where travel and vehicle allowance will be a bidding factor.

- (C) Effective May 1, 2016, and yearly thereafter, the mileage rates for Travel (car) Allowance will be adjusted by the percentage changes recorded by Statistics Canada for the Private Transportation Costs, Province of Manitoba, March to March.
- **16:02** If transportation meeting all legal requirements is supplied by the Employer, no Commuting (car) allowance shall be paid to the employee.
- **16:03** The parties agree that they shall work together regarding transportation costs in order to ensure that the Contractor/Employer remains competitive.

#### SECTION 17 - TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

- **17:01** Employees sent by the Employer (not commuting) to job sites beyond the free zones stipulated in Article 16:01, shall receive the following:
  - (i) Transportation Allowance as per Article 16:01 (A);
  - (ii) Travel Time Allowance as per Article 16:01 (B);
  - (iii) Room & Board Allowance as stipulated below:

#### (A) <u>To the job site</u>

Transportation allowance to the job site plus travel time allowance at the individual's straight time rate for all hours traveled (including Saturdays, Sundays and Legal Holidays) up to a maximum of eight (8) hours pay for each twenty-four (24) hours of travel shall be paid, provided that the employee remains employed on the job site during the first thirty (30) calendar days of his/her current assignment to that project or is not of his/her own volition unavailable for work during that time.

#### (B) <u>From the job site</u>

Return transportation allowance to Winnipeg or to place of residence (whichever is the shorter distance) plus travelling time allowance shall be paid, provided that the employee completes his/her assignment to that project or is not of his/her own volition unavailable for work during that time.

#### (C) <u>Turn about</u>

- (i) A return fare (Transportation Allowance), Travel Time Allowance and authorized travel expenses will be paid to each employee after the first thirty (30) calendar days and after each consecutive thirty (30) calendar days period thereafter while working on the same project. (i.e. one (1) day of travel to the site followed by twenty-eight (28) calendar days on site followed by one (1) day of travel out). The employee is not required to return to work for seven (7) calendar days following their travel day.
- (ii) If the employee returns on transportation provided by the Employer, travel time allowance at one-half (1/2) the regular hourly rate and authorized travel expenses by the Employer shall be provided. When the transportation supplied by the Employer is by plane, then travel time shall include one-half (1/2) hour for boarding time. One-half (1/2) of the return fare will be paid to the employee upon leaving the job and the balance of the money due will be paid upon return to the job site.
- (iii) When an employee, by prior arrangement with the Employer, travels by private vehicle, he/she shall be reimbursed equal to a fare by air, bus, rail, or water transportation at the Employer's option and the same amount of travelling time as he/she would be entitled to if he/she traveled by the mode of transportation chosen to determine the amount of reimbursement to

which he/she is entitled in lieu of fare, unless other suitable arrangements are made with him/her before leaving for the job.

#### (D) <u>Room & board allowance</u>

(i) The Employer will supply suitable board and room (R&B) (suitable to both parties concerned) for seven (7) days per week, provided that the employee is available for work or has been excused for medical reasons, unless weekend absence or sick leave arrangements are agreed upon between the Employer and the employee or the week-end rebate system outlined in subarticle (iii) below is implemented. The Employer and the Union shall meet in advance of the project in question to determine what the suitable R&B amounts shall be.

Should the Union and the Employer be unable to achieve consensus on what the daily R&B amounts are in advance of the project, the Employer will supply suitable R&B for their employees (hotel + meal costs or just meal costs) and should those costs exceed what is being provided by the Contractor (and the employee can substantiate by proof of receipts) the Contractor shall reimburse the employee the difference.

- (ii) Board and room will not be paid to the local residents (an individual who lives within eighty-five (85) kilometers of the jobsite). Transportation and travel time will be dealt with as per the same approach identified within Section 16:01 from his place of residence.
- (iii) In those situations where the Employer is eligible to receive a rebate on board expenses for those employees who do not remain in the accommodation provided by the Employer over the weekend, then, provided that the employee(s) gives the correct notice required to the catering agent so that the Employer receives the rebate, the Employer will pay out the rebate so received to the employee.

The required notice time will be explained to the employee by the Employer before the employee leaves for the job site. The Construction Labour Relations Association of Manitoba will on request assist the Union in determining whether or not an Employer is eligible to receive a rebate.

(iv) Board and room arrangements must be explained and agreed to by the employee before leaving for the job site. Failure by either party to comply with this clause is a breach of this Agreement. The employee shall be responsible for notifying the Union of any "special" arrangements made.

It is agreed by the parties that any employee certified unfit for work by a Medical Doctor or excused from work due to injury or ill health by the Employer shall not be considered to be "unavailable" for work of his/her own volition.

(v) The Employer shall pay the room and board allowance on the Friday of the first week worked, provided the employee has worked a minimum of three (3) days.

#### **SECTION 18 - TERMINATION OF EMPLOYMENT**

- **18:01** When an employee terminates his/her employment he/she shall give the Employer one (1) hours' notice.
- **18:02** When an employee is laid off, the Employer shall give him/her one (1) hours' notice with pay to allow him/her sufficient time to clean and pack his/her tools and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his/her termination of employment, the employee's:
  - 1. Wages to time of lay off
  - 2. Vacation Pay Allowance
  - 3. Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any)
  - 4. Record of Employment
  - 5. Statutory Holiday Pay Allowance
  - 6. Statutory Holiday and Vacation Pay amounts to be entered separately on the Record of Employment.
- **18:03** If the employee prefers, he/she may inform the Employer upon leaving the job site that he/she will pick up the above items at the Employer's office in the afternoon of the second working day after his/her employment was terminated. Out of Province Employers will be required to give each employee a statement of hours and overtime hours owing, signed by an authorized representative of the Employer, at time of termination.
- **18:04** When an employee terminates his/her employment or is dismissed for cause the Employer will mail to him/her all pay records and allowances no later than seventy-two (72) hours of receiving his last time card.

#### **SECTION 19 - UNION SECURITY - STEWARDS**

- **19:01** Stewards may be appointed or elected by the Union where Union members are working provided that the Steward is a qualified worker performing work. If over one hundred (100) carpenters, Employer paid Walking Steward will be allowed.
- **19:02** It is agreed that the Employer will be notified in writing by the Union when a Steward is appointed. The Employer will notify the Union in writing when a Steward is discharged, indicating the reasons for termination of employment.
- **19:03** The Employer shall recognize that the Steward is acting for the employees as a whole, and shall not be discriminated against. He/she may be called upon by the Employer to assist in the settlement of grievances as set out in Section 4 of this Agreement.
- **19:04** The duly recognized Steward is to be among the last four (4) carpenters to be laid off provided that said Steward's skill level is such that he/she is qualified to execute the duties required of him/her.
- **19:05** The Business Agent or other duly authorized Representative of the Union will be allowed access to the job to conduct Union business providing this is done without interfering with the progress of the work on hand and that permission has first been obtained from the Employer Representative or the Superintendent of the project, and provided that the Union Representative is covered by Worker's Compensation. Such permission shall not be unduly withheld.

#### **SECTION 20 - UNION SECURITY - MAINTENANCE OF MEMBERSHIP**

**20:01** Except as provided elsewhere in Section 20, the Employers agree to hire members in good standing with the Union and to this end, when they are hiring, they will contact the Union office to determine the availability of suitable workers. The Employer agrees to describe the job specifications for the jobs available and may request by name and hire Union members known to the Employer to fulfill the job specifications. The parties agree that the Employer will have the right to name hire four (4) carpenters and then the Local will have the right to dispatch one (1) carpenter, if required by the Employer, per job site per day. In addition, the parties agree that the Employer will have the right to recall any local member who has worked for the Employer within the previous one-hundred and eighty (180) day period.

For the following courses, preference of dispatch by the Local shall occur to those members who have completed these certificate courses at the Local's Training Centre (CITF) within the stated time frames. The parties agree that all Carpenter members of Local 343 will dedicate sixteen (16) hours of their personal time each year (May 1 to April 30) for the purpose of taking these training courses, maintaining their certificate standing and any retraining required. The Employer's right respecting name hire is not diminished by this section:

Fall Arrest Certificate Training (Completed by May 1, 2017)
Aerial Lift Certificate Training (Completed by May 1, 2018)
Zoom Boom Certificate Training (Completed by May 1, 2019)
Confined Space Certificate Training
First Aid Certificate
WHMIS Certificate

- **20:02** The Union agrees to inform the Employer of the persons they have available for hire and may recommend persons who may meet the Employer's requirements and dispatch with suitable work referral slips the Union members selected as applicants by the Employer. The Employer shall not request referral of more applicants than he has jobs for. Applicants who are qualified and who are suitable for the jobs available shall be hired.
- **20:03** The Union and the Employer agree that Local Union members may solicit and secure their own employment. In such instances, when they have secured employment the Employer shall notify the Union Office and the members shall be issued a work referral slip before commencing work.
- **20:04** On projects where northern preference labour recruitment clauses, or local resident preference labour recruitment clauses, are part of the tendering requirements, or part of the contractual requirements requisite to obtaining a contract, or sub-contract, for work on said project, the hiring procedures set forth in said clauses shall take precedence over the provisions of Clause 20:01 of this Agreement.

**20:05** Persons sent by the Union in response to Employer inquires shall tender a work referral slip when applying for the available employment. The qualifications of the applicant must be clearly shown on the work referral slip. The Employer retains the right to reject any applicant referred by the Union.

When an applicant is rejected, the Employer shall submit in writing, if so requested by the applicant, reason for such rejection.

- 20:06 In those instances only when the Union does not supply persons satisfactory to the Employer, the Employer may employ other persons from any available source provided only that such persons make application to become members of the Union within thirty (30) days of being hired. Further, the Employer agrees to fax the Union within forty-eight (48) hours of hiring a new carpenter, who is not a member of Local 343, of this fact.
- **20:07** The parties agree that no employee will continue to stay in the employment of the Employer if such employee has failed to meet the standards dictated within the United Brotherhood of Carpenters and Joiners of America Code of Excellence.
- **20:08** The Union agrees to give preference to the Employers who are parties to this Agreement in furnishing the Employers with qualified employees and to this end, when an Employer, party to this Agreement, requires such persons who are not immediately available, the Union will contact its qualified members who are working for companies not signatory to this Agreement and shall make every effort in attempting to persuade such members to work for such Contractors signatory to this Agreement. A firm time arrangement will be made between the Union and the Employer when the Union is requested to take action under this Clause. When possible, upon request by the Employer, the Union will provide a list of names of Union members who are employed by non-union companies and/or contractors.
- **20:09** Within the scope of this Agreement, all employees hired, except as excluded in 20:10 below, shall as a condition of employment, make application to become a member of the Union within thirty (30) days of the first day of employment, and shall keep up the necessary payment of the regular Union dues to maintain his/her membership in good standing or work card, as the case may be. The Employer will deduct initiation, back dues and working dues off the members' cheques as per the Referral Slip from the Union.
- **20:10** Work Cards, the cost of which will be the payment of dues under the provisions of the check-off clause will be granted in lieu of enforced Union membership under the thirty (30) day Union Security Clause under the following conditions only:
  - (A) If a person has sincere religious objections and can prove same by means of a letter from his/her minister;
  - (B) If no qualified persons are available, the Employer may hire unqualified workers, who will not be required to join the Union but who will be required to take out a

work card. Such persons will not be retained in employ until the completion of the job in question (at the discretion of the Employer) when qualified workers are available.

- **20:11** In addition to all other provisions in the Agreement the terms and conditions of Section 20 shall be subject to the following conditions:
  - (A) The deduction on the records of the Company shall constitute the sums as deducted as money held by the Company in Trust for the Local.
  - (B) This provision for the Union Security shall be enforced by the Company against each employee to whom the Agreement applies as a condition of his continuance in or entrance into the Company's service.
  - (C) Any qualified employee shall have the right to become a member of the Union by paying the entrance fee and complying with the Constitution and By-laws of the Union.
  - (D) The Company, the Union and the Local shall do all such acts and things as may be requisite or necessary to the observance and carrying out of this provision of the Union Security.

#### **SECTION 21 – WAGES**

#### 21:01 Certified Journeyman Carpenter Base Wage Rate:

The parties agree that the Certified Journeyman base wage rates for this new Collective Agreement shall be as follows:

	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
Certified Carpenter Base				
Wage Rate (Journeyman Carpenter)	\$34.58	\$35.53	\$36.58	\$37.68
+ Enhancemment	\$0.90	<u>\$0.90</u>	<u>\$0.90</u>	<u>\$0.90</u>
Enhanced Rate	\$35.48	\$36.43	\$37.48	\$38.58

#### 21:02 Apprentice Classification Base Wage Rate Calculations:

The parties agree that for the purpose of calculating the applicable years Apprentice base wage rates (as per the identified Apprentice-to-Journeyman percentage) the following Certified Journeyman Base Wage Rates are to be utilized:

Classification	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
Journeyman Base Rate	\$34.58	\$35.53	\$36.58	\$37.68
4 <sup>th</sup> Yr Apprent (90%)	\$31.12	\$31.98	\$32.92	\$33.91
3 <sup>rd</sup> Yr Apprent (75%)	\$25.94	\$26.65	\$27.44	\$28.26
2 <sup>nd</sup> Yr Apprent (65%)	\$22.48	\$23.09	\$23.78	\$24.49
1 <sup>st</sup> Yr Apprent (55%)	\$19.02	\$19.54	\$20.12	\$20.72

<u>NOTE:</u> The parties agree that the former "Non-certified Carpenter" shall now be dispatched and paid at the 4<sup>th</sup> Year Apprentice base rate.

#### 21:03 Carpenter Foreman and Lead Hand Base Wage Rate Calculations:

The parties agree that the Lead Hand base wage rates (as per Article 25:01) for this new Collective Agreement shall be as follows:

	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
Lead Hand Base Rate	\$36.58	\$37.53	\$38.58	\$39.68
+ Enhancemment	<u>\$0.90</u>	<u>\$0.90</u>	<u>\$0.90</u>	<u>\$0.90</u>
<b>Enhanced Rate</b>	\$37.48	\$38.43	\$39.48	\$40.58

The parties agree that the Foreman base wage rates (as per Article 25:01) for this new collective agreement shall be as follows:

	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
Foreman Base Rate (118%)	\$40.80	\$41.93	\$43.16	\$44.46
+ Enhancemment	<u>\$0.90</u>	<u>\$0.90</u>	<u>\$0.90</u>	<u>\$0.90</u>
Enhanced Rate	\$41.70	\$42.83	\$44.06	\$45.36

#### **SECTION 22 - TRUST FUNDS**

#### 22:01

- (A) It is mutually agreed effective from May 1, 2016 that each Employer signatory to the Agreement will contribute to the Carpentry Trade Pension Trust Fund (Manitoba) in accordance with 22:03 (A), for all employees in the bargaining unit, and shall be bound by and subject to all the terms of the Pension Trust Agreement made between the Construction Labour Relations Association of Manitoba and the United Brotherhood of Carpenters and Joiners of America, Local 343. This plan shall be in addition to any compulsory government plan. Employer hourly pension contributions for Apprentice classifications will be based on the Certified Journeyman contribution amount multiplied by the applicable in-year percentages identified in Section 26:03.
- (B) It is mutually agreed effective from May 1, 2016 that each Employer signatory to the Agreement will contribute to the Local Union 343 Welfare Trust Fund (Manitoba) in accordance with 22:03 (B), for all employees in the bargaining unit, and shall be bound by and subject to all the terms of the Health & Welfare Trust Agreement made between the Construction Labour Relations Association of Manitoba and the United Brotherhood of Carpenters and Joiners of America, Local 343. This plan shall be in addition to any compulsory government plan.
- **22:02** The Trust Documents shall provide for a Board of Trustees composed of three (3) trustees appointed by the Union and three (3) trustees appointed by the Employer. The parties shall also be entitled to appoint two (2) alternate trustees, whose voting rights shall be subject to the conditions provided in the trust Agreement. Equal voting rights for the representatives of each party shall be preserved at all meetings.

The Administrators of the Carpentry Trade Pension Trust Fund (Manitoba) and Local Union 343 Welfare Trust Fund (Manitoba) shall be as determined by the respective Board of Trustees, and is currently Coughlin & Associates Ltd., 100 – 175 Hargrave Street, Winnipeg, Manitoba, R3C 3R8.

	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
Employer				
Contribution per	\$3.69	\$3.69	\$3.69	\$3.69
hour worked				
Employee				
Contribution per	\$1.16	\$1.16	\$1.21	\$1.31
hour worked				

22:03

(A) The Carpentry Trade Pension Trust Fund (Manitoba) shall be funded with joint contributions as follows:

(B) The Local Union 343 Welfare Trust Fund (Manitoba) shall be funded with joint contributions as follows:

	May 1, 2016	<u>May 1, 2017</u>	<u>May 1, 2018</u>	<u>May 1, 2019</u>
Employer Contribution per hour worked	\$0.83	\$0.83	\$0.83	\$0.83
Employee Contribution per hour worked	\$0.33	\$0.33	\$0.33	\$0.33

- 22:04 Contributions shall be made for and by all employees in the bargaining unit.
- **22:05** These contributions shall be submitted to the Administrator monthly, on forms supplied by the Administrator of the fund on or before the fifteenth (15<sup>th</sup>) of the month following the month for which such contributions are payable.

## **SECTION 23 - TECHNOLOGICAL CHANGE**

- **23:01** The provisions of this Section are intended to assist employees affected by any technological change to adjust to the effects of the technological change.
- **23:02** Section 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.
- **23:03** In the event of a technological change by a particular Employer that particular Employer shall assist all employees affected by the technological change to adjust to the effects of the technological change by providing the Carpenters Union promptly, in writing, as soon as the Employer becomes aware that he/she will be involved in a technological change, with particulars of which employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the Carpentry Trade Improvement Committee (or Carpentry Joint Conference Committee) specifying what sort of retraining will be required to adjust to the technological change.
- **23:04** The Union and the Employers, acting through their respective organizations shall then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from E.I., the Manitoba Department of Labour and the Manitoba Department of Education.

## **SECTION 24 - HEIGHT PREMIUMS**

**24:01** All employees working on swing stages or bosun chairs shall receive four (4%) percent of the certified Journeyman rate, in addition to his/her regular rate of pay.

#### **SECTION 25 - CARPENTER FOREMAN**

**25:01** For the purpose of this Agreement, a Carpenter Foreman shall be defined as a person in charge of carpenters, but, who does not have the authority to hire or discharge, and who sometimes uses the tools of the trade. Carpenter Foremen using the tools of the trade shall be or become members of the Union. Carpenter Foremen shall be paid - eighteen (18%) percent above the qualified Journeyman rate to the nearest nickel. In the event of computing this percentage, the result ends in two and one-half (2 <sup>1</sup>/<sub>2</sub>) cents or seven and one-half (7 <sup>1</sup>/<sub>2</sub>) cents the per hour rate shall be at the highest nickel.

A "Lead Hand" Journeyman Carpenter shall receive \$2.00 per hour in addition to the base Journeyman hourly rate. The Employer will have the sole discretion to appoint Lead Hands as well as the assignment of their job-site responsibilities but will ensure that a Lead Hand is not responsible for more than fifteen (15) Carpenters.

#### **SECTION 26 - CARPENTER APPRENTICES**

- **26:01** "Apprentice" means an employee indentured In the trade of carpentry as specified by the *Apprenticeship and Certification Act* of the Province of Manitoba.
- **26:02** Apprentices shall work with the tools of the trade, and shall be under the supervision of a Journeyman. The ratio of Apprentices to Journeymen shall be one to one (1:1).
- **26:03** Carpentry Apprentices shall be paid the percentage of the Journeyman rate per hour as laid down from time to time by the Apprenticeship Board of Manitoba. Currently these rates are as listed below:

#### Percent of Prevailing Journeyman Rate

(a)	During first year	55%
(b)	During second year	65%
(c)	During third year	75%
(d)	During fourth year	90%

**26:04** In order to advance to the next level of the Carpentry Apprenticeship being provided under the current Local 343 Pooled Agreement with Apprenticeship Manitoba, it is understood that the Apprentice must comply with all rules and procedures as determined by Local 343 in this regard.

## **SECTION 27 - RE-EMPLOYMENT**

27:01 All employees returning from vacation will be granted re-employment if the work in which he/she was engaged prior to his/her leave has not been completed. Employees returning to work after being on compensation shall be granted employment provided the Company is in need of carpenters when employment is sought and providing the person's safety record warrants the re-employment.

#### **SECTION 28 - CARPENTRY TRADE IMPROVEMENT PLAN**

**28:01** Plan to upgrade the quality of carpenters working within the scope of the Agreement.

A committee has been established to be known as the Carpentry Trade Improvement Committee consisting of four (4) members from each organization of whom two (2) members of each organization shall be a quorum. This Committee will be charged with the responsibility of devising ways and means of up-grading the quality of the carpenters available in the area covered by this Agreement by:

- (A) Promoting and encouraging apprenticeship in trade.
- (B) Promoting and encouraging qualifications under the Apprenticeship and Tradesman's Qualifications Act.
- **28:02** The Union and the Employers agree to actively promote and support the following actions which are designed to produce and maintain a high level of qualification within the ranks of the Union membership.

Commencing April 30, 1968, it is agreed that the definition of a Journeyman carpenter under this Agreement is a carpenter who:

- (i) has a Certificate of Qualification under the Apprenticeship Act of Manitoba,
- (ii) has a Certificate of Proficiency under the Tradesman's Qualifications Act of Manitoba,
- (iii) has a Certificate of Exemption issued by the Carpentry Trade Improvement Committee.

Certificates from other Provinces or Countries which are equivalent to the above noted Manitoba Certificates in the opinion of the Carpentry Trade Improvement Committee will be accepted after approval by the Committee whose decision will be final.

The Committee may issue a Certificate of Exemption to any member of the Union who is considered a satisfactory carpenter.

- **28:03** All members of the Union who are not Journeymen Carpenters as defined above shall be encouraged to:
  - (A) register through the Union office with the Carpentry Trade Improvement Committee

and

- **(B)**
- (i) register for a Trade Qualifications upgrading course at the trade with the of Education, Red River Community College, E.I., C.T.I.T.F., or other applicable Department.

or

(ii) apply for an examination under the Tradesman's Qualification Act with the Department of Labour of Advanced Education and Training.

#### and

- (C) deposit the fee for either (B) (i) or (ii) above at the Union office.
- **28:04** The parties of this Agreement will then attempt to expedite the scheduling of the required examinations and refresher courses.
- **28:05** The Union and the Employers agree jointly, that when persons are being hired the following order of preference will prevail:
  - (A) Journeyman Carpenters (as detailed in Clause 28:02 and Indentured Apprentices),
  - (**B**) Other persons working at the trade.
- **28:06** When layoffs occur the reverse order of preference will be followed.
- **28:07** Contributions to the Carpentry Trade Improvement Trust Fund shall be in accordance with the amounts specified below. The total sum so collected will be remitted to the Carpentry Trade Improvement Committee once each month NOT later than the fifteenth (15<sup>th</sup>) day of the month following. This money will be used by the Carpentry Trade Improvement Committee to promote Apprenticeship and improve the qualifications of the carpenters working within the area covered by This Agreement. A formal Trust Agreement has been drawn up and ratified by the parties to This Agreement.

	May 1, 2016	<u>May 1, 2017</u>	<u>May 1, 2018</u>	<u>May 1, 2019</u>
Employer Contribution per hour worked	\$0.45	\$0.45	\$0.45	\$0.45
Employee Contribution per hour worked	\$0.05	\$0.05	\$0.05	\$0.05

#### **SECTION 29 - ADMINISTRATION OF AGREEMENT**

- **29:01** In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.
- **29:02** Each Employer shall contribute an amount in cents-per-hour, as specified by the Construction Labour Relations Association of Manitoba, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto including the expenses of the Construction Labour Relations Association of Manitoba.

In particular costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

**29:03** In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner the Union and the Employer agree that all Employers who are not members of the Carpentry Trade Division of the Construction Labour Relations Association of Manitoba, shall contribute an amount in cents per hour as specified by the Construction Labour Relations Association of Manitoba, for each hour for which wages are payable to the Construction Labour Relations Association. Such contributions shall be directed to the Carpentry Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavour to facilitate that the Employers will contribute the applicable amounts to the fund, and the Local Union shall not be responsible for collecting these funds.

The current C.L.R.A.M. fee is ten (10) cents per hour with a twenty (\$20.00) dollar minimum per month and is subject to review by the Membership of the Association. Accordingly, the parties benefit plan Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of \$0.10 per man hour worked based on the contributions received. Further, the Administrator shall provide on a monthly basis with each remittance to the C.L.R.A.M., a detailed listing of all contributing Employers and the total amount of hours worked for each Employer. Such remittance shall be post marked no later than the fifteenth (15<sup>th</sup>) day of each month following the month the hours were worked. All costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

## 29:04 UBCJA Per Capita Contribution:

All Employers shall deduct the sum of Five Cents (\$.05) per hour from all employees who are a member of the local and shall remit that sum to the Union by the fifteenth (15) day of the month following the month in which the work was performed. This employee deduction shall be in addition to the working dues that an employee pays and should be included in the working dues deduction reporting that the Union receives each month.

#### **SECTION 30 – BEREAVEMENT LEAVE**

**30:01** If a death occurs in an employee's immediate family, the employee will be provided up to seven (7) calendar days bereavement period, and shall be returned to his prior job upon his return (provided the job in question is ongoing). Immediate family shall be deemed to mean:

Spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son – in law, daughter-in law.

It being agreed that the time taken off within the above mentioned limits shall be for the purpose only of making the necessary arrangements for and/or attending the funeral.

#### **SECTION 31 – CARPENTRY JOINT CONFERENCE COMMITTEE**

**31:01** The Employer and the Union agree to the establishing of a Carpentry Joint Conference Committee, consisting of five (5) Employer members and five (5) Union members (one (1) of whom shall be the Business Representative of the Union) who shall meet at least every two (2) months, or sooner if required, to review the operations of this Agreement.

A quorum for all meetings of this Committee shall consist of not less than three (3) members of each party. Decisions of this Committee shall be made by a majority consensus by those present. The Committee shall elect a Labour Co-Chairperson and a Management Co-Chairperson who shall normally alternate in chairing of successive meetings but either Co-Chairperson shall officiate at any meeting at which the other Co-Chairperson is absent. The Committee shall elect a Secretary who will keep the minutes of each meeting and circulate same to all members of the Committee as soon as possible following the meeting.

This Committee shall be concerned with reviewing the operation of this Agreement, labour supply and general technical and economic conditions of the carpentry industry, or deal with any subject matter which may be of mutual concern to both parties, and may make recommendations to the parties for the benefit of the industry and the general public, and may recommend regulations governing the conduct of the Employers or members of the Union, which shall be subject to ratification by the parties.

This Joint Conference Committee shall meet at the request of either the Employer or the Union, giving ten (10) working days' notice in writing to the other party (this time limit may be extended by mutual consent of both parties).

#### **SIGNATURE PAGE**

#### SIGNATURE PAGE

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

PER A. Schneiel Chairman

PER

P. Wightman, Executive Director, C.L.R.A.M.

SIGNED on behalf of the United Brotherhood of Carpenters and Joiners of America, Local Union No. 343, Winnipeg and its members.

PER

S. Ramsay

Union Business Representative

The members of the Carpentry Trade Division, Construction Labour Relations Association of Manitoba as of the date of signing this Agreement are listed below:

Antex Western Ltd. Bantrel Constructors Bird Construction Company Ltd. Cana Construction Co. Ltd. Commonwealth Construction Co. Eastern Construction Co. Ltd. E.S. Fox Limited Herzog Mechanical Ltd. E.K. Contractors Ltd. Jacobs Industrial Services Ltd. The Foundation Co. of Canada Ltd. Kraft Construction Company Ltd. Crocus Construction Ltd. PCL Constructors Canada Inc. Fuller Austin of Canada Limited Northwest (Thompson) Ltd. Stuart Olson Ltd. W.S. Nicholls Western Construction

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### LETTERS OF UNDERSTANDING

#### LETTERS OF UNDERSTANDING

#### BETWEEN

#### THE CARPENTRY CONTRACTORS TRADE DIVISION

#### OF THE

#### CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

#### AND

#### LOCAL UNION 343

#### OF

# THE UNITED BROTHERHOOD OF CARPENTERS AND JOINTERS OF AMERICA

#### **#1 COMPULSORY CERTIFICATION FOR CARPENTRY TRADE**

It is agreed by the Employer and the Union to make joint representation(s) to the Manitoba Government and its agencies advocating the need for Compulsory Certification for the Carpentry Trade.

#### **#2 - SUBCONTRACTING - CONCRETE FORMING WORK**

In the event that a contractor who is signatory to this Agreement elects to sub-contract form work for concrete, then contractors who are signatory to this Agreement or to another Agreement with Local Union 343 which contains identical terms and conditions, shall be given an option to tender said aspects of the job.

It is agreed that Local 343 will supply each contractor who is signatory to this Agreement with an up-to-date list, of other signatory contractors, for this purpose.

#### **#3 -ON-SITE SAFETY OFFICER**

The parties agree that those individuals who are assigned by their Employer to act as the "on-site Safety Officer" shall be respected and their safety directives shall be followed without delay by all employees on the job site.

In order to assist the Safety Officer, Foreman and/or Lead Hands may be given the responsibility of ensuring that the Safety Officer's safety directives are followed by the men and their crew.

Further all employees, Worker Safety Representatives and Safety and Health Committees share an equal level of responsibility regarding safety practices on their respective job site as directed by their Employer and as per the Manitoba Health and Safety Act, whichever is more stringent.

# #4 SUBCONTRACTING – SCAFFOLDING

The Contractors are committed to utilizing Local 343 members to erect and dismantle scaffolding for concrete formwork subject to the pricing of this work being competitive when compared to alternative options. Contractors signatory to Local 343 will be given an opportunity to bid this work.

## # 5 SPECIAL HIRING

Where within the scope of the above mentioned Collective Agreement, it is a mandatory requirement for tendering and/or obtaining a Federal, Provincial, Municipal Government or private construction contract or contracts, that an Employer participate in a preference of hiring system which differs from the provisions of Section 20 of the Collective Agreement, then the Employer shall be entitled to comply with such differing hiring system as is mandatorily required. In order for this Letter of Understanding to come into force and effect an Employer shall notify the Union prior to commencing work on any such project or projects within seven (7) calendar days of being awarded the work by delivering to the Union by registered mail a true and certified copy of the mandatory requirements imposed and which necessitates a "differing hiring system".

## #6 DRYWALL INSTALLATION

Once Local 343 has provided the Contractors with a legitimate listing of viable (i.e. COR Certified, bondable etc) Local 343 signatory Drywall Contractors, The Employers are committed to utilizing Local 343 members for drywall installation subject to the pricing of this work being competitive when compared to alternative options. These Drywall Contractors will be given an opportunity to bid this work.

## **#7 HEARING TEST SERVICES**

The Parties to this Collective Agreement recognize that the proper protection or our tradesmen's hearing is an essential wellness and safety consideration. To that end, the Local Union agrees to provide to its signatory Contractors the following hearing test services, effective May 1, 2013.

(A) The Local will ensure that all members of the Local will have their hearing tested once per year and the Local will maintain these records. At the point of dispatch by the Union to a signatory Contractor, the Local will include the member's most current hearing percentage test result.

(B) The Local will conduct on-site hearing testing by use of a mobile testing trailer that can be brought to Employers' job sites in order to ensure the most time efficient mode of testing of their employees takes place. Such testing will occur on company time.

## **LETTERS OF UNDERSTANDING SIGNATURE PAGE**

#### LETTERS OF UNDERSTANDING SIGNATURE PAGE

Signed on Behalf of the Carpentry Trade Division of the C.L.R.A.M.

Alfred Schleter, Chairman

Peter Wightman Director, C.L.R.AM.

Signed on Behalf of The United Brotherhood of Carpenters and Joiners of America, Local Union #343

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 $\leq$ -S. Rapisay Union Business Representative

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## APPENDIX "1" TOTAL EMPLOYER COSTS PER HOUR

CLASSIFICATION	BASE RATE	STAT. HOL. PAY	VACATION PAY	H & W	PENSION	CTITF	INDUSTRY PROMOTION	TOTAL WAGE PACKAGE
Journeyman Carpenter	\$34.58	\$1.56	\$2.17	\$0.83	\$3.69	\$0.45	\$0.10	\$43.37
Journeyman Carpenter (Enhanced)	\$35.48	\$1.60	\$2.22	\$0.83	\$3.69	\$0.45	\$0.10	\$44.37
Lead Hand	\$36.58	\$1.65	\$2.29	\$0.83	\$3.69	\$0.45	\$0.10	\$45.59
Lead Hand (Enhanced)	\$37.48	\$1.69	\$2.35	\$0.83	\$3.69	\$0.45	\$0.10	\$46.59
Foreman	\$40.80	\$1.84	\$2.56	\$0.83	\$3.69	\$0.45	\$0.10	\$50.27
Foreman (Enhanced)	\$41.70	\$1.88	\$2.61	\$0.83	\$3.69	\$0.45	\$0.10	\$51.27
APPRENTICES:								
1st Year (55% of Journeyman)	\$19.02	\$0.86	\$1.19	\$0.83	\$2.03	\$0.45	\$0.10	\$24.48
2nd Year (65% of Journeyman)	\$22.48	\$1.01	\$1.41	\$0.83	\$2.40	\$0.45	\$0.10	\$28.68
3rd Year (75% of Journeyman)	\$25.94	\$1.17	\$1.63	\$0.83	\$2.77	\$0.45	\$0.10	\$32.88
4th Year (90% of Journeyman)	\$31.12	\$1.40	\$1.95	\$0.83	\$3.32	\$0.45	\$0.10	\$39.17

### APPENDIX #1 - TOTAL EMPLOYER LABOUR COSTS PER HOUR MAY 1, 2016 TO APRIL 30, 2017

## APPENDIX #1 - TOTAL EMPLOYER LABOUR COSTS PER HOUR MAY 1, 2017 TO APRIL 30, 2018

CLASSIFICATION	BASE RATE	STAT. HOL. PAY	VACATION PAY	Н & W	PENSION	CTITF	INDUSTRY PROMOTION	TOTAL WAGE PACKAGE
Journeyman Carpenter	\$35.53	\$1.60	\$2.23	\$0.83	\$3.69	\$0.45	\$0.10	\$44.43
Journeyman Carpenter (Enhanced)	\$36.43	\$1.64	\$2.28	\$0.83	\$3.69	\$0.45	\$0.10	\$45.42
Lead Hand	\$37.53	\$1.69	\$2.35	\$0.83	\$3.69	\$0.45	\$0.10	\$46.64
Lead Hand (Enhanced)	\$38.43	\$1.73	\$2.41	\$0.83	\$3.69	\$0.45	\$0.10	\$47.64
Foreman	\$41.93	\$1.89	\$2.63	\$0.83	\$3.69	\$0.45	\$0.10	\$51.51
Foreman (Enhanced)	\$42.83	\$1.93	\$2.69	\$0.83	\$3.69	\$0.45	\$0.10	\$52.51
APPRENTICES:								
1st Year (55% of Journeyman)	\$19.54	\$0.88	\$1.23	\$0.83	\$2.03	\$0.45	\$0.10	\$25.06
2nd Year (65% of Journeyman)	\$23.09	\$1.04	\$1.45	\$0.83	\$2.40	\$0.45	\$0.10	\$29.36
3rd Year (75% of Journeyman)	\$26.65	\$1.20	\$1.67	\$0.83	\$2.77	\$0.45	\$0.10	\$33.66
4th Year (90% of Journeyman)	\$31.98	\$1.44	\$2.00	\$0.83	\$3.32	\$0.45	\$0.10	\$40.12

## APPENDIX #1 - TOTAL EMPLOYER LABOUR COSTS PER HOUR MAY 1, 2018 TO APRIL 30, 2019

CLASSIFICATION	BASE RATE	STAT. HOL. PAY	VACATION PAY	Н & W	PENSION	CTITF	INDUSTRY PROMOTION	TOTAL WAGE PACKAGE
Journeyman Carpenter	\$36.58	\$1.65	\$2.29	\$0.83	\$3.69	\$0.45	\$0.10	\$45.59
Journeyman Carpenter (Enhanced)	\$37.48	\$1.69	\$2.35	\$0.83	\$3.69	\$0.45	\$0.10	\$46.59
Lead Hand	\$38.58	\$1.74	\$2.42	\$0.83	\$3.69	\$0.45	\$0.10	\$47.81
Lead Hand (Enhanced)	\$39.48	\$1.78	\$2.48	\$0.83	\$3.69	\$0.45	\$0.10	\$48.80
Foreman	\$43.16	\$1.94	\$2.71	\$0.83	\$3.69	\$0.45	\$0.10	\$52.88
Foreman (Enhanced)	\$44.06	\$1.98	\$2.76	\$0.83	\$3.69	\$0.45	\$0.10	\$53.88
APPRENTICES:								
1st Year (55% of Journeyman)	\$20.12	\$0.91	\$1.26	\$0.83	\$2.03	\$0.45	\$0.10	\$25.70
2nd Year (65% of Journeyman)	\$23.78	\$1.07	\$1.49	\$0.83	\$2.40	\$0.45	\$0.10	\$30.12
3rd Year (75% of Journeyman)	\$27.44	\$1.23	\$1.72	\$0.83	\$2.77	\$0.45	\$0.10	\$34.54
4th Year (90% of Journeyman)	\$32.92	\$1.48	\$2.06	\$0.83	\$3.32	\$0.45	\$0.10	\$41.17

APPENDIX #1 - TOTAL EMPLOYER LABOUR COSTS PER HOUR	
MAY 1, 2019 TO APRIL 30, 2020	

CLASSIFICATION	BASE RATE	STAT. HOL. PAY	VACATION PAY	Н & W	PENSION	CTITF	INDUSTRY PROMOTION	TOTAL WAGE PACKAGE
Journeyman Carpenter	\$37.68	\$1.70	\$2.36	\$0.83	\$3.69	\$0.45	\$0.10	\$46.81
Journeyman Carpenter (Enhanced)	\$38.58	\$1.74	\$2.42	\$0.83	\$3.69	\$0.45	\$0.10	\$47.81
Lead Hand	\$39.68	\$1.79	\$2.49	\$0.83	\$3.69	\$0.45	\$0.10	\$49.02
Lead Hand (Enhanced)	\$40.58	\$1.83	\$2.54	\$0.83	\$3.69	\$0.45	\$0.10	\$50.02
Foreman	\$44.46	\$2.00	\$2.79	\$0.83	\$3.69	\$0.45	\$0.10	\$54.32
Foreman (Enhanced)	\$45.35	\$2.04	\$2.84	\$0.83	\$3.69	\$0.45	\$0.10	\$55.30
APPRENTICES:								
1st Year (55% of Journeyman)	\$20.72	\$0.93	\$1.30	\$0.83	\$2.03	\$0.45	\$0.10	\$26.37
2nd Year (65% of Journeyman)	\$24.49	\$1.10	\$1.54	\$0.83	\$2.40	\$0.45	\$0.10	\$30.91
3rd Year (75% of Journeyman)	\$28.26	\$1.27	\$1.77	\$0.83	\$2.77	\$0.45	\$0.10	\$35.45
4th Year (90% of Journeyman)	\$33.91	\$1.53	\$2.13	\$0.83	\$3.32	\$0.45	\$0.10	\$42.27