

COLLECTIVE AGREEMENT

entered into this

6 day of MAY, 2025

BETWEEN:

1876331 Ontario Limited o/a Furoy's Insulation
hereinafter called the "EMPLOYER"

- and -

THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 2486
hereinafter called the "UNION".



ARTICLE 1 - DEFINITIONS

1.01 "Employer" in this collective agreement means 1876331 Ontario Limited o/a Furoy's Insulation

1.02 The term "Union", as used herein, shall refer to the Carpenters' District Council of Ontario on its own behalf and on behalf of the United Brotherhood of Carpenters and Joiners of America, Local 2486 with geographic jurisdiction encompassed by the geographic scope of this collective agreement set out in Schedule "A" hereto.

1.03 The term "Employee" or "Employees" as used herein, shall mean a working foreman, a lead carpenter, a residential carpenter, or an apprentice in the employ of the Employer, and engaged in the work covered by this Agreement. An employee covered by this Agreement is required to perform all duties in residential construction work and work incidental thereto.

1.04 "Apprentice" means an Employee who is indentured in the trade of carpentry as specified in the and *Trades Qualification and Apprenticeship Act*, as amended and the rules and regulations made there under and/or any Employee indentured under a jointly administered apprenticeship plan for the residential construction industry.

1.05 "Work covered by this collective agreement" means work in the residential sector of the construction industry for all work classification covered in the Carpenters Provincial ICI Collective Agreement and without limiting the generality of the foregoing, includes carpentry work on the following or similar types of construction:

- (a) single family dwelling
- (b) duplex construction
- (c) row town houses
- (d) apartment buildings
- (e) low rise residential
- (f) high rise residential

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as defined in Article 1.02 as the sole and exclusive bargaining agent for Employees as defined in Article 1.03 of this Agreement engaged in work covered by this collective agreement. It is understood and agreed that the Union does not represent or bargain for non-working Foremen, persons above the rank of non-working Foremen, Office and Clerical Staff, shop and yard employees, engineering staff and security guards in the employ of the

Employer.

2.02 The Union agrees that no discrimination shall be shown against any non-working Foreman or persons above the rank of non-working Foreman while functioning in this management capacity.

2.03 The Union shall save the Employer harmless from any costs whatsoever resulting from any dispute as between any employee or employees and the Union as to deductions made from any employee's pay at the direction of the Union.

ARTICLE 3 - AREA

3.01 This Agreement shall be applicable to and effective only within the province of Ontario.

ARTICLE 4 - UNION SECURITY

4.01 The Employer agrees to hire and continue to employ only employees who are members in good standing of the Union as long as the Union can supply employees in sufficient numbers. The Union must confirm within 48 hours of the Employer's request that they can supply the required number of men and the men must be supplied by starting time of the second day after receipt of the Employer's request.

It is understood that if the Union is unable to provide the required man power within forty eight (48) hours of the time specified by the employer the employer is free to hire such man power. The employee may apply to the union for membership and a temporary work permit shall be issued for the employee

4.02 The company shall have the right to recall through the Union's office former employees who have been in the employ of the company during the preceding twelve (12) months providing such employee is a member of the local Union and is registered on the out of work list.

4.03 On any job or project an Employer shall be allowed to name hire from the Local Union unemployed list up to one hundred percent (100%) of the crew engaged in the work covered by this Agreement.

4.04 Except as otherwise provided in this Article 4, all employees covered by this Agreement shall be hired by the Employer through the offices of the Local Union and such members shall be issued a referral slip.

4.05 No member shall be refused employment because of race, colour, creed, age or national origin.

4.06 It is further understood and agreed that no Employer shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than non-payment of regular monthly dues and

initiation fees where applicable, notwithstanding anything to the contrary herein contained.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage his business and to exercise his right without restriction, save and except as such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement. The Employer shall have the right to discharge or discipline for just cause, to make, alter or amend from time to time, and enforce rules of conduct, and procedure to be observed by employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT WORK

6.01 The standard hours of work, overtime, and shift premiums shall be as set out in Schedule "A" to this Agreement.

ARTICLE 7 - INCLEMENT WEATHER AND REPORTING TIME

7.01 Payment for inclement weather pay and reporting pay shall be as set out in Schedule "A" to this Agreement.

ARTICLE 8 - SEPARATION OF EMPLOYEES

8.01 In the case of layoff, all employees will receive one (1) hour's notice with pay and will be permitted to leave the job immediately after the one (1) hour's notice is given. If the Employer fails to give the employees one (1) hour's notice in advance of layoff, then the employee shall be paid an additional one (1) hour's pay. Upon termination of employment, when job conditions permit, the employee shall receive from the Employer the required Employment Insurance documents and all monies due.

8.02 Whenever Employment Insurance documents and all monies due cannot be given to employees at the time of termination, they shall be sent by the Employer to the employee by registered mail within seventy-two (72) hours from the time of termination.

ARTICLE 9 - WAGE RATES

9.01 The wage rates for employees shall be those as set out in Schedule "A" to this Agreement. The wage rate for apprentices shall be calculated as follows as a

percentage of the hourly rate of Journeymen as set out in Schedule "A" to this Agreement, plus 100% of all fringe benefits.

- 50% for 1st period of 1800 hours of training
- 60% for 2nd period of 1800 hours of training
- 70% for 3rd period of 1800 hours of training
- 80% for 4th period of training until apprentice achieves Certificate of Apprenticeship

9.02 Payday shall be on or before Thursday of each week. Time books are to be closed weekly and the Employer will hold back no more than five (5) regular day's pay in any pay period. Wages shall be paid, in cash, cheque or bank deposit on the Employer's time not later than the last hour of the shift. Whenever the payday falls on a Holiday as outlined in Article 10.04 of this Agreement, the day before the Holiday shall be established as the payday.

9.03 An employee shall receive a pay slip, which shall indicate:

- a) the name of the Employer and the Employee
- b) the total hours worked at straight time
- c) the total hours worked at overtime
- d) the hourly rate
- e) the amount of vacation pay
- f) details of all deductions
- g) pay period

9.04 If the Employer fails to honour any payroll cheques or bank deposits the Union may withdraw the right of the offending Employer's provision to pay by cheques. The Union shall notify the Employer in writing of the Union's action.

ARTICLE 10 - VACATION PAY AND STATUTORY HOLIDAY PAY

10.01 Vacation Pay and Statutory Holiday Pay shall be as set out in Schedule "A" to this Agreement.

10.02 The Statutory Holidays shall be New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, August Civic Holiday, Thanksgiving Day, Christmas Day, Boxing day, February family day and any Holiday officially proclaimed by the Province or Federal Governments.

ARTICLE 11 - HEALTH PLANS, PENSION PLANS VACATION PAY FUNDS, APPRENTICESHIP AND TRAINING FUNDS

11.01 Contributions and/or deductions for Health Plans, Pension Plans, Vacation Pay Funds, Apprenticeship and Training Funds shall be made for each hour worked according to the amounts set out in Schedule "A".

- 11.02** (a) Contributions and/or deductions shall be forwarded by first class mail postmarked no later than the 15th day of the month following the month in which the hours have been earned, or delivered by the 20th day of the month following the month in which the hours have been earned together with supporting information entered on a reporting form as designated by the Trustees for the geographic area where the work is being performed. At no time shall the contributions and/or deductions be paid directly to the employee.
- (b) In the event an Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with 11.02(a), the Employer shall pay to the Trustees, as liquidated damages and not as penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is equivalent to sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen days in arrears, provided the Employer has received five days prior written notice to correct such delinquency and has not done so.
- (c) With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period, a certified audited statement of contributions, and/or deductions to these funds for a period not to exceed twenty-four (24) months before the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees. This procedure does not prejudice any action currently being taken by Boards of Trustees.
- (d) If the Employer does not submit the certified audited statement as per 11.02(c) the Trustees may appoint an independent chartered accountant to enter upon the Employer's premises where the payroll records are kept during regular business hours to perform an audit of the Employer's contributions and/or deductions to the required benefit plans or funds.
- (e) Where the Trustees appoint an auditor the cost of the audit shall be borne by the appropriate funds or plans.

11.03 In the event such audit reveals that the Employer has failed to remit 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 the completed supporting contribution report forms as required by the fund or plan.

11.04 Notice of delinquency shall be given by the Trustees to the parties affected. When an employer fails to forward or deliver delinquent contributions and/or deductions in accordance with provisions of this Agreement, the penalty provision as expressed in 11.02(b) shall apply and the affected party shall immediately institute proceedings against the delinquent Employer.

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

11.06 If an Employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of 11.02 unless such Employer is no longer active in the area and has filed a termination report.

11.07 The parties hereto agree that, on mutual agreement between the Union and the Association, a new plan or fund may be established during the life of this Agreement in accordance with the provision provided herein. The contribution required for any such new plan shall be deducted from the total negotiated wage package. Nothing in this Article 11 shall prohibit the merger of existing plans or funds.

11.08 The Union and/or Association, with the consent of the Trustees and on behalf of the Trustees, may enforce any part of this Article 11 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 Association may seek all of the remedies contemplated in this Agreement or in the Trust Agreement. Nothing herein precludes the Union and/or the Association on behalf of the Trustees, from filing a grievance and proceeding pursuant to section 133 of the *Labour Relations Act*, as amended, or utilizing any other section of the *Act* in addition to or in conjunction with aforesaid.

11.09 In addition to all other remedies available to the Union, the Association, and the Trustees in this Article or in any other portion of the Collective Agreement, should the Trustees deem an Employer to be a persistent 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 9 of this Agreement.

**ARTICLE 12 - UNION DUES CHECKOFF,
SUPPLEMENTARY DUES, UNION
ADMINISTRATION FUND**

12.01 (a) The Employer agrees to deduct, on the basis of a cents-per-hour rate for each hour worked, from each employee in the bargaining unit for Union Dues Check-off and Supplementary Dues as listed in Schedule "A" and for the Union Administration Fund, **if any**, at the rates set out in

Schedule "A".

- (b) The Employer shall remit such deductions with the other contributions under Article 11 together with the supporting information as required by the Trustees on the reporting forms.
- (c) Such deductions shall be immediately distributed to the Union, the District Council or the Local Union by the administrator of the funds.
- (d) The Unions agree to hold harmless and indemnify the Employers and the Trustees against any liability incurred as a result of such deductions.

12.02 Notice of delinquency shall be given by the Trustees to the parties affected. When an Employer fails to remit delinquent deductions in accordance with the provisions of this Agreement, the penalty provisions as expressed in 11.02(b) shall apply and the affected party shall immediately institute proceedings against the delinquent Employer.

ARTICLE 14 - SAFETY

14.01 The Employer and the Union agree they mutually desire to maintain high standards of safety and health on the job in order to prevent injury or illness.

14.02 The Employer accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employees during the hours of their employment.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

15.01 Where a difference arises between the parties hereto, or between any of the parties hereto and any person upon whom this Agreement is binding, relative to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted under the following provisions.

15.02 No adjustment of a complaint or settlement of a grievance shall be made that is inconsistent with the terms and provisions of this Agreement.

15.03 No Employer, Employee, Association or Union shall make any private arrangement that may conflict with the terms and provisions of this Agreement.

15.04 A time limit of sixty (60) calendar days from the actual knowledge of the grievance by the Business Representative shall apply to the filing of a grievance with respect to wage claims, contributions for welfare, pension or supplementary unemployment benefit plans, vacation and Statutory Holiday pay, deductions, whichever the case may be, for Union and Employer administration funds, and for apprenticeship and training plans or funds.

15.05 All time limits mentioned in the Grievance Procedure may be extended by mutual agreement in writing. In determining time limits, other than the time limits for the filing of grievances, Saturday, Sunday and Statutory Holidays shall be excluded. Where no answer is given within the time limits, the aggrieved party may proceed to the next step in the procedure.

15.06 It is understood and agreed that an employee has no grievance until an opportunity has been given to adjust a complaint. The employee may discuss the matter, with or without the Steward or Business Representative, with his foreman or other supervisory personnel. Failing settlement of a complaint within two (2) days, a grievance may be processed at Step One.

15.07 No grievance, except those grievances referred to in 16.04, shall be entertained by either party unless filed by the aggrieved party within ninety (90) calendar days of the circumstances giving rise to its occurrence.

15.08 All grievances shall be in writing on a prescribed form. An aggrieved employee must sign the grievance on a form supplied by the Union. The form shall set down the nature of the grievance, the Article or Articles of this Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change except by mutual agreement in writing.

15.09 A "Group Grievance" shall be processed as a single grievance on behalf of a group of employees who have the same complaint. Such grievance shall be signed by the Steward or Business Representative and shall be dealt with commencing at Step One. The employees are not required to sign a group grievance but they shall be listed on the grievance form.

15.10 A "Policy Grievance" shall relate to the interpretation, application or administration of this Agreement and shall be filed within ninety (90) days of the circumstances giving rise to its occurrence. Policy Grievances shall be signed by an authorized representative of any aggrieved party to this Agreement and shall be dealt with commencing at Step Two.

15.11 The Union Business Representative and the Employer shall attempt to resolve the grievance at the First Step which shall be held within ten (10) working days of the filing of the grievance.

15.12 (a) Within ten (10) working days after the disposition has been issued under the First Step, the Union Business Representative may refer the grievance to the Regional Council for processing at the Second Step.

(b) A copy of the grievance form must be forwarded by the Union Business Representative to the Regional Council who in turn shall immediately send a copy to the Association, if applicable.

(c) The Employer and Regional Council of the Union shall attempt to

resolve the grievance at a Second Step meeting, which shall be convened within thirty (30) working days from the receipt by the Regional Council of the grievance form.

15.13 All time limits mentioned in this Article 16 may be extended by mutual agreement in writing. Where no answer is given within the time limits, the aggrieved party may proceed to the next step in the procedure.

15.14 If a grievance cannot be resolved by the parties, it may be referred to arbitration in accordance with Section 133 of the *Labour Relations Act*, S.O. 1995, c.1, as amended.

15.15 The Arbitration Board shall not have the jurisdiction to alter, modify or amend the provisions of this Agreement. In cases involving discipline or discharge, the Arbitration Board shall have the powers conferred by Section 48(12) of the *Labour Relations Act*, as amended.

ARTICLE 16 - SEVERABILITY

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

ARTICLE 17 - STRIKE AND LOCK-OUT

- 17.01** (a) There shall be no strike, concerted work stoppage, slowdown, sympathy strikes or secondary boycotts during the term of this Agreement.
- (b) The Union shall not involve the Employer in any dispute that may arise between the Union, or any affiliated locals, and any other Employer, and the employees of such other Employer.
- (c) There shall be no "lock-out" by the Employer during the term of this Agreement.

ARTICLE 18 - SUB-CONTRACTING

18.01 Any work that is the work of the Union under the terms of this Collective Agreement shall be contracted or sub-contracted only to an employer bound to this Agreement.

ARTICLE 19 - ENABLING CLAUSE

19.01 Where the terms of the Collective Agreement place Employers bound to this Agreement in an uncompetitive situation with respect to a particular job or project, an Employer shall so advise the Union.

The Employer shall first advise in writing the Union in whose area the project is to be built (with a copy to the Regional Council). The Union shall meet the Employer within two working days in person or by telephone conference, and shall make all reasonable efforts to adjust any terms of this Agreement which renders Employers uncompetitive. If no resolution is achieved, the Employer shall notify the Regional Council. The Council shall meet with the Employer within two working days in person or by telephone conference and shall make all reasonable efforts to adjust any terms of this Agreement which renders Employer uncompetitive. Any amendment to this Collective Agreement must be executed by the Regional Council before it is effective.

19.02 The Union agrees that it will not execute a collective agreement in the residential sector of the construction industry in the residential sector in OLRB File Area No. 17 which contains conditions more favourable to the employer party to such agreement than are set out in this Agreement. If the Union does execute such an agreement, all of the terms and conditions of such agreement shall, at the option of the Employer as defined in this Agreement, become incorporated as the terms and conditions of this Agreement for the geographic area and time period set out in such agreement.

ARTICLE 20 - BUSINESS REPRESENTATIVES

20.01 The Business Representative of the Union shall have access to all jobs during working hours, but in no case shall his visits interfere with the progress of the work. When visiting a job, he will first advise the superintendent or other supervisory personnel of the Employer.

ARTICLE 21 - STEWARDS

21.01 The Employer agrees that one Steward may be appointed by the Business Representative for each shift on each project. The Employer shall be kept notified of such appointments in writing.

21.02 The Steward on each shift shall be one of the last two men retained by the Employer on that shift provided he is qualified to perform the available work.

21.03 The Steward shall ensure that in his absence a temporary appointee shall substitute in his place to perform the Steward's duties.

ARTICLE 22 - SHELTER AND TOOL LOCK-UP

22.01 The Employer agrees that employees will be compensated for tools (as required on the job) and/or clothing lost by fire, industrial mishap, all as supported by claims promptly submitted in writing by the employee with substantiating evidence to establish the loss from the designated locked storage. The Employer shall reimburse employees so affected with the value of said tools or replace same to a maximum of \$1,100.00. The Employer's liability shall not exceed \$330.00 for

clothing.

ARTICLE 23 - DURATION, CHANGES AND RENEWAL

23.01 This Agreement shall become effective on the 6 day of May, 2025, and shall continue to remain in effect until the 30 day of April, 2028, and shall be renewed triennially thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within the period of sixty (60) days before the 30 day of April, 2028 or in a like period in any triennially year thereafter.

Signed at Sudbury this 6 day of May 2025

For the:

For the:

Employer

Union

FaRoX Insulation.

Gabriel Parent

SCHEDULE "A"

This Agreement shall be applicable to the province of Ontario.

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

Carpenter

Effective Date	Hourly Rate	Vacation 4% Holiday Pay6%	Health and Welfare	Pension	Training Fund	Total Package	Working Dues
May 04/25	\$39.07	\$3.91	\$3.17	\$3.74	\$0.50	\$50.39	2%
May 03/25	\$40.15	\$4.02	\$3.17	\$3.87	\$0.50	\$51.71	2%
May 02/25	\$41.23	\$4.12	\$3.17	\$3.99	\$0.50	\$53.01	2%

Apprentices	May 04/25	May 03/26	May 02/27
1 - 1800 hrs – 50% of J.R.	\$19.54	\$20.08	\$20.62
1801 - 3600 hrs – 60% of J.R.	\$23.44	\$24.09	\$24.74
3601 – 5400 hrs – 70% of J.R.	\$27.35	\$28.11	\$28.86
5401 – 7200 hrs – 80% of J.R.	\$31.26	\$32.12	\$32.98

No Pension Contributions will be made to apprentices for the first 700 hours of their apprenticeship

All wages shall be calculated at 85% (eighty-five percent) of the wages in the applicable Schedule in the Carpenters ICI Provincial Collective Agreement Vacation and Holiday Pay shall be calculated in accordance with the wage rate.

All Health and Welfare contributions in the applicable Schedule of the Carpenters ICI Provincial Collective Agreement shall be paid at the full rate with no reduction. All pension contributions shall be paid at 50% of the applicable Schedule of the Carpenters ICI Provincial Collective Agreement as of May 1, 2025.

Benefits:

For the purposes of calculating health and welfare and pension payments, such payments will be calculated on the number of hours earned by an employee.

Foreman Differential: +15% of hourly rate

Hours of Work

Standard Hours	Overtime		Sunday	Shift Premiums	Work Breaks	Reporting Pay	
	After Daily Hours	Saturday				General	Inclement Weather
9 per day 45 per week	1.5 X	1.5 X	1.5 X		2 X 10	2 hrs.	1 hr.

Vacation Pay & Statutory Holiday Pay:

Vacation Pay and Statutory Holiday pay shall be paid to employees on a weekly basis.

Additional Provisions:

Hours of Work, Overtime and Shift Work

1. **Work Week** - The standard hours of work for all employees shall be forty-five (45) hours per week, Monday to Friday exclusive of travelling time to and from the job. The standard hours of work shall be nine (9) hours per day to be worked between 7:00 a.m. and 7:30 p.m. with one-half (.5) hour unpaid lunch break.
2. **Overtime** - Overtime at the rate of one and one-half (1.5) times the employee's regular hourly rate shall be paid for all hours worked in excess of forty five (45) hours per week. All hours worked on a Sunday or Statutory Holiday shall be paid at the rate of one and one-half (1.5) times the employee's regular rate.
3. Overtime premiums shall be paid only after the total hours worked by an employee exceed nine (9) in one (1) day or forty five (45) in one week.

Shift Work

(1) When two shifts are worked on a contract, subject to variation by mutual consent of the parties, the standard hours of work shall be forty five (45) hours per week, Monday to Friday. The standard shift hours of work shall be:

- a. Day shift shall consist of nine (9) hours plus a one-half (. 5) hour unpaid lunch break, to commence not earlier than 7:00 a.m. and to terminate not later than 7:30 p.m.
- b. Afternoon shift shall consist of nine (9) hours plus a one-half (. 5) hour unpaid lunch break, to commence not earlier than 4:30 p.m. and to terminate not later than 6:30 a.m.

(2) When the Friday afternoon shift extends beyond Friday midnight into Saturday, the remaining hours of the nine (9) hour shift worked on Saturday shall be paid at the regular hourly rate of pay for the afternoon shift.

(3) The rate of pay shall be the same for either shift.

Inclement Weather and Reporting Time

(1) When an employee reports for work, but is unable to commence work because of climatic conditions, he shall be paid a minimum of one hour's pay at the prevailing shift rate for reporting to the job provided that the employee remains on the jobsite for the one hour period unless directed to leave the jobsite by supervision. When directed to leave, the employee shall receive the said one (1) hour's pay.

(2) When an employee reports for work, unless previously advised there is no work available, he shall be paid a minimum of two (2) hours' pay for reporting to the job provided that the employee remains on the jobsite for the two (2) hour period unless directed to leave the jobsite by supervision. When directed to leave, the employee shall receive the said two (2) hours' pay. This Article shall not apply when the work is not available due to climatic conditions.

(3) If the employee is directed to start work on any shift and work is started but is unable to proceed for any reason within the control of the Employer, then the employee shall be paid a minimum of two (2) hours' pay that the employee remains on the jobsite for the two (2) hour period unless requested to leave the jobsite by supervision. When requested to leave the employee shall receive the said two (2) hours pay. This Article shall not apply when work is not available due to climatic conditions.

(4) An employee who is called to work in respect of an emergency after leaving the jobsite and before the start of his next regular shift shall be paid at the rate of time and one-half (1.5) and the minimum payment shall be equivalent to four (4) hours' pay at straight time.

(5) Under inclement weather conditions an employer shall supply suitable protective clothing and a sufficient number of employees shall remain to perform work, one of whom shall be the Union Steward.

ROOM AND BOARD, DAILY COMMUTING, TRAVEL TIME AND TRAVELLING ALLOWANCE

(1) It is the purpose of this Article to provide for compensation in the form of payment for daily commuting and room and board which includes the payment of travel time and travelling allowance to those members of Local 2486 who qualify in accordance with this Article.

(2) It is recognized and agreed that the geographic area of Local 2486 as described in Schedule "B" covers in whole or in part, the following seven (7) districts:

- (i) District of Manitoulin
- (ii) District of Timiskaming
- (iii) District of Sudbury
- (iv) District of Algoma
- (v) District of Nipissing
- (vi) District of Parry Sound
- (vii) District of Cochrane

(3) A list of unemployed members of Local 2486 shall be maintained for each district based on the members' eligibility for work in the district in conformity with the Hiring Hall Procedures of Local 2486.

(4) Preference of employment shall be given to members registered in the district where the project is being performed. When the supply of carpenters from the district list becomes exhausted the Union

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

(5) Said applicants will be required to produce proof of six (6) months' residence in that district prior to the start of that project. They shall make application for membership in the United Brotherhood of Carpenters and Joiners of America, Local 2486 and finalize all arrangements for the payment of related monies requested by the Union before being referred to work on that project.

(6) When carpenters from a district list are referred to a project within that district, the following shall apply.

(i) Zones extending to a radius of thirty (30) km have been established at the following locations:

* City of Sudbury Federal Building, Post Office, Elm and Lisgar Street;

* Elliot Lake Federal Building;

* Gore Bay Federal Building, Manitoulin;

* City of North Bay Federal Building, Worthington and Ferguson;

* Parry Sound Federal Building;

* Haileybury ;

* City of Timmins Federal Building.

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

(ii) **Daily Commuting**

If the project is located beyond the thirty (30) km radius and within an eighty (80) km radius of any of the aforementioned zones, all members within the bargaining unit on the project shall be paid seventy-two cents (\$0.72) per travelling road kilometre from the perimeter of a thirty (30) km radius of the zone centre to the job and return

(iii) **Room and Board**

If the project is located more than eighty (80) km, but less than one hundred and sixty (160) km from a zone centre, the member referred from the district list shall have a room supplied which is mutually agreed upon by the employer and the union without cost to the employee. Also members shall be paid a board allowance of sixty-seven dollars \$67.00 May 4, 2025, sixty-eight dollars \$68.00 May 3, 2026, seventy \$70.00 May 2, 2027 five (5) days per week. If work is performed on a Saturday and/or Sunday, they shall be paid for these days on the basis of sixty-seven dollars \$67.00 May 4, 2025, sixty-eight dollars \$68.00 May 3, 2026, seventy \$70.00 May 2, 2027 per day as well as the room being provided by the employer. If the project is located more than one hundred and sixty (160) km from a zone centre, a member referred from a district list will be paid a board allowance of sixty-seven dollars \$67.00 May 4, 2025, sixty-eight dollars \$68.00 May 3, 2026, seventy \$70.00 May 2, 2027 as well as the applicable room being provided as above mentioned per days worked or days on site. If there is a work stoppage and member is required to travel home and are called back to site they would receive a new trip in/out.

(iv) If the project is one for which room and board provisions are applicable, each member shall be paid travel time and travelling allowance on the commencement and termination of each period of continuous employment. Travel time shall be based on seventy-five (75) km equals one (1) hour travel time at the regular rate of pay. Travel allowance shall be calculated at seventy-two cents (\$0.72) per travelled road kilometre from the zone centre to the project and return. The travel allowance annually amount shall be adjusted to match the highest Canada revenue Agency (CRA) limit. Notwithstanding the foregoing, this allowance shall not be adjusted below seventy-two cents (\$0.72) per kilometer, regardless of the annual CRA rate.

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

(i) **Room and Board**

If the project is located more than eighty (80) km but less than one hundred and sixty (160) km from the City of Sudbury Federal Building, members referred from a list other than the district list will

have a room supplied which is mutually agreed upon by the employer and the union. Also the members shall be paid a board allowance of sixty-seven dollars \$67.00 May 4, 2025, sixty-eight dollars \$68.00 May 3, 2026, seventy \$70.00 May 2, 2027 per day, five (5) days per week. If work is performed on Saturday and/or Sunday they shall be paid for these days on the basis of sixty-seven dollars \$67.00 May 4, 2025, sixty-eight dollars \$68.00 May 3, 2027, seventy dollars \$70.00 May 2, 2027 per day as well as the room rate being provided by the employer.

If the project is located more than one hundred and sixty (160) kilometres from the City of Sudbury Federal Building, a member referred to the project from a list other than the district list shall receive a board allowance of sixty-seven dollars \$67.00 May 4, 2025, sixty-eight dollars \$68.00 May 3, 2026, seventy dollars \$70.00 May 2, 2027 per day seven (7) days per week, as well as the applicable room being provided as mentioned above.

Where employers are required to provide the employees a room, the employee agrees that they shall be responsible for any damage, and for any costs associated with such damage, to that room unless the employee is able to provide a reasonable explanation, acceptable to the employer and the Union.

Combined room and board rates:

May 4, 2025 \$145.00 per day

May 3, 2026 \$150.00 per day

May 2, 2027 \$155.00 per day

On work at a construction site all employees residing more than 80 km radius of the project and by mutual agreement between employer, employee, and/or the Union combined room and board may be substituted in place of receiving employer supplied room and a daily board allowance for each day the employee is available to work.

Subject to the Union's right to determine a method of payment/compensation for room and board on a particular project.

It is agreed that there will be no discrimination, included but not limited to discrimination with respect to layoff, and/or the order of layoffs based upon the member's choice concerning the payment/provisions of room and board.

(ii) Travel

If the project is one to which room and board provisions are applicable members referred from a list other than the district list shall be paid a travel allowance and travelling time on the commencement and termination of each period of continuous employment. Travel allowance shall be calculated at seventy-two cents (\$0.72) per travelled road km from the City of Sudbury Federal Building to the project and return. Travel time shall be based on seventy-five (75) kilometres equal to one (1) hour travel time at the regular rate of pay. The travel allowance annually amount shall be adjusted to match the highest Canada Revenue Agency (CRA) limit. Notwithstanding the foregoing, this allowance shall not be adjusted below seventy-two cents (\$0.72) per kilometer, regardless of the annual CRA rate.

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

(8) There shall be no pro-rating of room and board allowance or daily commuting and travel time allowances. It is further agreed that a member shall not be required to pay more for accommodations which are being supplied by employer or owner than the amounts stipulated in this Agreement.

(9) When an employee who is currently employed by an employer and may be transferred to report to work at another project outside the geographic zone center originally referred to, the employee shall receive a travel allowance and room and board in accordance with this article.

- (10) When a project is deemed a remote work site and workers are required to stay at the work site for the entire week, or where an owner requires change in work hours, workers will be required to work 10 hours per day Monday to Friday four (4) days per week at straight time. All other hours shall be paid as per the provincial collective agreement. Room and board will be paid only on days worked. The classification of a remote project shall be mutually agreed between the union and the association.

Metatarsals:

Employees shall receive an additional \$0.15 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner requires the use of metatarsal footwear, the Union and the Sudbury Construction Association will meet and mutually determine whether this agreement shall be in effect.

This metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

Health & Welfare and Pension

Health & Welfare and Pension contributions are to be remitted to the Ontario Provincial Council of Carpenters' Benefit Trust Funds, as directed by the Trustees for such Fund.

Above funds to be remitted and sent to:

Ontario Provincial Council of Carpenters Benefit Trust Fund
c/o Manion, Wilkins & Associates Ltd.
222 Rowntree Dairy Road
Woodbridge, Ontario
Phone: (416) 234-5044 Fax: (416) 234-914