

RESIDENTIAL LOW-RISE TRIM CARPENTRY COLLECTIVE AGREEMENT

BETWEEN:

**WOOD MILL & TRIM OWNERS ASSOCIATION OF ONTARIO (C.O.B. AS TRIM ASSOCIATION
OF ONTARIO) ON BEHALF OF ITS MEMBER COMPANIES LISTED IN SCHEDULE "E"**

(hereinafter referred to as the "Contractor")

-and-

**CARPENTERS AND ALLIED WORKERS LOCAL 27, UNITED BROTHERHOOD OF
CARPENERS AND JOINERS OF AMERICA**

(hereinafter referred to as the "Union")

Effective May 1, 2019 to April 30, 2022

TABLE OF CONTENTS

Article		Page
1	Recognition.....	2
2	Union Securities and Check-Off of Union Dues.....	3
3	Management Rights.....	3
4	Grievance Procedures.....	4
5	Arbitration.....	4
6	Management and Union Grievances.....	6
7	Business Representative.....	7
8	No Strikes – No Lockouts.....	7
9	Safe Working Conditions.....	7
10	Government Legislation.....	8
11	Productivity.....	8
12	Subcontracting of Work.....	8
13	Workers' Benefit Trust Funds.....	9
14	Payment of Pieceworkers.....	10
15	Union and Association Meetings.....	12
16	Qualifications.....	12
17	Duration of Agreement.....	13
	Schedule A.....	14
	Schedule B.....	15
	Schedule C.....	16
	Schedule D.....	17
	Schedule E.....	19
	Letter of Understanding No. 1.....	20
	Letter of Understanding No. 2.....	21
	Letter of Understanding No. 3.....	22

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(hereinafter referred to as the "Contractor")

-and-

CARPENTERS AND ALLIED WORKERS LOCAL 27, UNITED BROTHERHOOD OF CARPENERS AND JOINERS OF AMERICA

(hereinafter referred to as the "Union")

WHEREAS the Contractor and the Union wish to make a Collective Agreement with respect to certain workers of the Contractor engaged in work, more particularly described in Article 1 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement.

NOW THEREFORE, it is agreed as follows:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Contractor and its workers, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and hours of work for all workers who are subject to its provisions.

**ARTICLE 1
RECOGNITION**

1.01 The Contractor recognizes the Union as the sole and exclusive bargaining agent for all carpenters and carpenters' apprentices of the Contractor engaged in low rise residential trim carpentry and engaged in the supply and installation of trim package, save and except non-working foremen, those persons above the rank of non-working foreman, office, clerical, and engineering staff, while working in the following Geographic Areas:

The Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin (OLRB Area 3);

The Country of Brant and Norfolk County (OLRB Area 4);

The Regional Municipality of Waterloo (except that portion of the geographic Township of Beverly annexed by North Dumfries Township (OLRB Area 6);

The County of Wellington (OLRB Area 7);

The Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alwick in the County of Northumberland (OLRB Area 10);

The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton (OLRB Area 11);

The County of Dufferin (OLRB Area 27);

The County of Grey (OLRB Area 28).

1.02 This Agreement shall apply to all carpenters and carpenters' apprentices while working on new subdivision work (7 or more units) in residential low-rise buildings four (4) storeys in height, inclusive of three (3) stories with an elevator, excluding basement, or less, in OLRB Area Nos. **3, 4, 6, 7, 10, 11, 27 and 28.**

The Contractor shall advise the Union in writing (by e-mail) when a new contract is awarded, including the builder's name, the job location, total number of units and each unit by lot number (when available). The Contractor shall continue to provide notice to the Union in advance of work in the event that a contract is extended or additional work is added to an existing contract. If a Main Contractor fails to inform the Union three (3) times of new contracts, the Union shall advise the Association of repeated violations. If the Main Contractor fails to advise the Union a fourth (4th) time, the Union shall have the right to request that the Main Contractor post a bond or similar security in the amount of \$50,000.00 to be held for a period of not less than one (1) year.

- 1.03 Should the Contractor become active in any construction work other than that described in clause 1.02 above then the Contractor shall immediately notify the Union and negotiate terms and conditions of employment for such work.
- 1.04 If the Contractor performs work in the High Rise Sector of the construction industry, such work shall be performed in accordance with the terms and conditions of the High Rise Trim Collective Agreement between the Carpenters and Allied Workers Local 27 and the Toronto and District Carpentry Contractors' Association, which is incorporated by referenced herein and the Contractor shall forthwith sign and become bound to said Collective Agreement.
- 1.05 The Union agrees that it will not negotiate terms and conditions of employment applicable to the low-rise trim carpentry work with another signatory employer or employer association which are more favourable than those contained in this Collective Agreement.
- 1.06 For clarity, direct employees of Main Contractors employed in the role of foreman, safety supervisor, quality control, or any other position in which the individual exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, or who otherwise exercises control over the assignment of work, is excluded from the bargaining unit set out in Article 1.02.**

ARTICLE 2 UNION SECURITIES AND CHECK-OFF OF UNION DUES

- 2.01 All workers including dependent pieceworkers, shall when working in a position within the bargaining unit described herein, be required, as a condition of employment to be a member of the Union in good standing (and to include necessary safety and training certificates) and obtain a clearance slip from the Union before commencing work, and to maintain membership in the Union in good standing while working in the bargaining unit, but in any event shall be bound and governed by the terms and conditions of this Collective Agreement. For all work being performed on a piecework basis, the Crew Leader (or the individual pieceworker, where relevant) must sign a Pieceworker Participation Agreement and shall provide the Union clearance slip and a list of all hourly workers under the Crew Leader's (or individual pieceworker's) employment to the Contractor prior to the start of work.
- 2.02 Where it is necessary that the Contractor perform service/repair work or where it is necessary that the Contractor's foreman is required to complete work on a project or site, he/she may do so notwithstanding he/she is not covered by the terms and conditions of this Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive function of the Contractor to manage the enterprise and without limiting the generality of the foregoing:
- (a) to conduct and determine the nature of his/her business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of workers required at any or all operations, to assign work, and to maintain order, discipline and efficiency.
 - (b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline workers, provided that a claim by the worker that has been disciplined or discharged without just cause shall be subject to the provisions of the grievance procedure.
 - (c) to make, alter from time to time and enforce reasonable rules of conduct, conditions of work (including eligibility to work) and procedure to be observed by the workers.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE 4
GRIEVANCE PROCEDURES**

- 4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. To that end, the Union undertakes to investigate the circumstances of each grievance and to provide, when available, detailed information concerning the nature of the grievance, the location or locations where the grievance occurred or continues to occur and any proposed remedy.
- 4.02 A worker who has a grievance shall discuss the matter with his/her foreman and may be accompanied by his/her Union Representative.
- 4.03 Grievance properly arising under this Agreement shall be adjusted and settled as follows:
Within thirty (30) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Contractor in writing by the aggrieved worker, and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) days of this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 5 below, at any time within ten (10) days thereafter, but not later.
- 4.04 Grievances dealing with rates of pay, welfare, pension, and/or dues may be brought forward within sixty (60) calendar days of such alleged violation.
- 4.05 If a pieceworker to whom or on whose behalf wages, benefits, deductions, or contributions were paid and/or were required to be paid does not report any underpayment and/or nonpayment to the appropriate Union official within sixty (60) days of when the pieceworker knew or ought to have known of the underpayment and/or non-payment, the pieceworker shall not receive any reimbursement for any amounts owing to him/her, and/or recovered by the Union as a result of proceedings against the Employer with respect to piecework rates which would have been paid to him/her. Any such amounts which the Union is able to collect, including any damages for such amounts, shall instead be paid to a jointly trustee fund or any entity to be mutually agreed to as between the Union and the Association. For the purposes of clarity, it is agreed that the provisions of this Article of the Collective Agreement do not apply to any amounts which should have been remitted on behalf of the pieceworker and/or others pursuant to the provisions of this Collective Agreement (limited to one (1) year from the date of disclosure to either party) for purposes including, but not limited to, health, welfare, pension, training, union dues and Association funds. Such amounts are due and owing in full.

**ARTICLE 5
ARBITRATION**

- 5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance procedure outlined in Article 4 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 5.02 The Board of Arbitration will be composed of one person appointed by the Contractor, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 5.03 Within five (5) working days of the request of either party for a Board each party shall notify the other of the name of its appointee.
- 5.04 Should the person chosen by the Contractor to act on the Board and the person chosen by the Union fail to agree to a third member as Chairperson within five (5) days of the notification mentioned in 5.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairperson.
- 5.05 The decision of the Board of Arbitration or a majority of such Board, constituted in the above manner, or if there is no majority, the decision of the Chairperson shall be binding upon the workers, the Union and the Contractor
- 5.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

5.07 Each of the parties of this Agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairperson.

5.08 (a) The nature of the grievance, the remedy sought, and section or sections of the Collective Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and may not be subject to change in later steps.

(b) In determining the time which is allowed in the various steps, **Saturdays**, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing.

(c) If advantage of the provisions of Articles 4 and 5 is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

5.09 If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance is being referred under either Grievance Procedure determines that a Contractor or pieceworker has violated this Collective Agreement, the OLRB or the Board of Arbitration shall require the Contractor or pieceworker to pay all costs incurred by the Union and/or its Trustees, legal or otherwise, in connection with the investigation and prosecution of the grievance, including but limited to the following:

- i) All legal costs
- ii) All costs of serving summonses on witnesses including process server costs and conduct money
- iii) All travel meal and accommodation costs of witnesses and Business Representatives
- iv) All investigating costs incurred by the Union including Business Representatives' costs
- v) All accounting costs
- vi) All disbursements
- vii) All Arbitrator costs
- viii) Any expenses incurred pursuant to section 133 of the Act and any other filing and hearing costs.

If the above circumstances apply, the Ontario Labour Relations Board or a Board of Arbitration shall make an order for costs against the Contractor or pieceworker if requested to do so by the Union, for the amount requested by the Union.

5.10 If a Contractor or pieceworker has been found by the OLRB or a Board of Arbitration to have violated Article 13 and the Union has filed a second grievance alleging a violation of Article 13, the Trustees may request that the Contractor or pieceworker submit a statement of contributions and/or deductions to these funds, for a period of twenty-four (24) months from the date of violation, and also may request that the Contractor or pieceworker have this statement audited for compliance with Articles 13 and 14 of this Agreement. The statement and the audit shall respond to the questions required of the Contractor or pieceworker by the Trustees. This procedure does not prejudice any other action being taken by the Trustees.

1. If the Contractor or pieceworker does not submit the audited statement that is acceptable to the Trustees as referred to in paragraph 1, then the Trustees may appoint an independent chartered accountant to enter upon the Contractor's or pieceworker'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.
2. The Contractor or pieceworker shall bear the costs (as defined in Article 5.09) of any audit performed pursuant to these provisions.
3. The Trustees may, at their option, require a Contractor or pieceworker to post and maintain a bond, certified cheque or letter of credit in an amount to be determined by the Trustees and for a time period to be determined by the Trustees.

5.11 Expedited Arbitration Protocol

(a) The roster of Arbitrators for the purpose of this Expedited Arbitration Protocol herein is:

Jesse Nyman, Eli Gedalof, Jack Slaughter, and/or such other Arbitrator upon which the parties may agree or the Minister of Labour may appoint.

(b) The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time and location shall

be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.

- (c) The party referring the grievance to arbitration shall serve the Contractor, pieceworker, or Crew Leader with notice of referral to arbitration, by personal service, facsimile, **e-mail (with a read receipt)**, or by overnight courier, or their equivalent, and shall copy the Arbitrator and the Association with the notice. **If the party referring the grievance does not receive a read receipt acknowledging the receipt of the email, the party shall deliver the notice of referral to arbitration under a different accepted manner.**
- (d) Service shall be effective upon receipt **if personal service, facsimile or e-mail (after receipt of a read receipt) is used; it shall be deemed to have occurred on the second day after mailing if overnight courier is used.**
- (e) Either at the time of making the referral or after, when a party requests a prehearing order from the Arbitrator, it shall be delivered to the other party with its request at the same time it serves the Arbitrator with the request. Delivery shall be by personal service, facsimile, **e-mail (with a read receipt)**, or overnight courier. **If the party requesting the prehearing order does not receive a read receipt acknowledging the receipt of the email, the party requesting the prehearing order shall deliver to the other party the request under a different accepted manner.** The party of which the request is made shall have until 5:00 p.m. of the next business day after the delivery of the request to file any response to the request with the Arbitrator and the referring party. The referring party is not entitled to any opportunity to reply to responses filed with the Arbitrator.
- (f) Counsel, if retained by a party, must be able to accommodate the hearing schedule set by the Arbitrator and no adjournment shall be granted, save by agreement of the parties, due to counsel's availability.
- (g) The Arbitrator shall have all the powers of an arbitrator under the Labour Relations Act and under the Collective Agreement, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing, and the power to issue summons to witnesses and thereby compel attendance.
- (h) Should the Arbitrator find the Contractor, pieceworker, or crew leader in breach of the Agreement, the Arbitrator shall order the Contractor, pieceworker or crew leader to pay all amounts owing with respect to the violations of the Agreement. The Arbitrator shall also award liquidated damages equal to one hundred percent of any amount found to be due and owing and such award is also deemed to be a decision of the Arbitrator pursuant to the Labour Relations Act, as amended, and is enforceable as such. The liquidated damages shall be paid to the jointly trusteed Union and Association Trust Fund.
- (i) The Arbitrator shall have the power to make the Arbitrator's costs (fees and costs, such as service, administrative, rental of hearing venue, etc.) an Award or part of an Award, to be payable to the Union by the Contractor, pieceworker, or crew leader in trust for the Arbitrator.

ARTICLE 6 MANAGEMENT AND UNION GRIEVANCES

- 6.01 It is understood that the Contractor may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any worker.
- 6.02 A Union grievance which is defined as an alleged violation of this Agreement involving a number of workers in the bargaining unit in regard to which a number of workers have signified an intention to grieve, or a grievance involving the Union itself including the application or interpretation of this Agreement, may be brought forward in accordance with Article 4 – Grievance Procedure, and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of a worker.

ARTICLE 7 BUSINESS REPRESENTATIVE

- 7.01 The Business Representative of the Union shall have access to all working areas in which the Contractor is working during working hours provided the Contractor is able to provide

such access. In no case shall the Representative's visits unduly interfere with the progress of the work. The visits of the Representative shall be solely to administer this Collective Agreement. Prior to entering a job, the Representative shall first obtain permission from the superintendent, foreman or other supervisory personnel of the Contractor and the Builder, if such permission is required. In circumstances where the Contractor does not have authority to allow access, the Contractor agrees to make a joint application with the Union on and at the time of request to the Builder to gain access.

ARTICLE 8 NO STRIKES – NO LOCKOUTS

- 8.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and the Contractor agrees that it will not cause a lockout.

ARTICLE 9 SAFE WORKING CONDITIONS

- 9.01 Every worker shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.
- 9.02** Every worker shall, as a condition of employment own **and wear** suitable protective footwear and other personal protective equipment required in the normal course of his/her duties.
- 9.03 The Contractor shall be responsible for maintaining a safe and proper work site, and shall comply with the Occupational Health and Safety Act and its Regulations. The Contractor agrees it will not be a violation of this Agreement if workers covered by this Agreement refuse to work due to unsafe conditions. The Contractor shall hold safety meetings on a regular basis to discuss on-site issues.
- 9.04 It is the pieceworker's responsibility to work in compliance with the Occupational Health and Safety Act and Regulations for construction projects.
- 9.05 Crew Leaders shall not be required to supply scaffolding, but will be required to supply ladders or extension ladder if required subject to the requirements of the Occupational Health and Safety Act. In no circumstances shall any other worker be required to supply scaffolding or ladders.
- 9.06 Garbage emanating from work performed herein shall be placed in one room or garage on the site. Should this practice not be followed, any back charges received by the Contractor from the Builder may be deducted from monies owing to the pieceworker on the project. If the Builder does not provide a bin/area, the pieceworker will not be required to take the garbage home.
- 9.07 Workers shall not be responsible for the return of excess materials. Workers shall store such materials in the house or garage and must make every effort to use such excess material on the next scheduled unit where possible.
- 9.08 The Contractor will not be liable for any fines or assessments imposed by the WSIB because of improper reporting of quantity of workers by a Crew Leader.
- 9.09** Any fines or back charges received by the Contractor resulting from violations of safety policies will be deducted from monies owed to the Crew Leader, after proof of such violation.
- 9.10** All Crew Leaders, subcontractors, pieceworkers and their workers are to be trained in WHMIS and Fall Arrest Protection.

ARTICLE 10 GOVERNMENT LEGISLATION

- 10.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable federal, provincial or municipal law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

**ARTICLE 11
PRODUCTIVITY**

- 11.01 The Union and the Contractor recognize the mutual value of improving by all proper and reasonable means, the productivity of the individual worker, and both will undertake individually and jointly, to promote such increased productivity.
- 11.02 The Contractor shall deliver all necessary materials to the designated lot number, and shall make every effort to make such delivery prior to the commencement of work. It is recognized that this will not always be feasible due to circumstances beyond the control of the Contractor. The Contractor may ship product to the construction trailer on site if it is deemed that the designated unit is not secure or that the pieceworker is not at hand to accept delivery of the product. The Crew Leader is to review all material delivered to the unit at the start of installation to ensure entirety and is to inform the Main Contractor immediately of any missing material items. The Main Contractor will then ensure delivery the same day or by the next workday.
- 11.03 If a Contractor fails to comply with the delivery requirements of Article 11.02 and a pieceworker (at no fault of his/her own) is required to pick up materials himself/herself from the Contractor's shop, the Crew Leader shall add a fifty dollar (\$50.00) flat rate charge to the invoice.

**ARTICLE 12
SUBCONTRACTING OF WORK**

- 12.01 The Contractor agrees not to contract or subcontract any work covered by this Collective Agreement to contractors other than those who are in contractual relations with the Union. The Contractor may engage independent pieceworkers, provided the independent pieceworker is signatory to a Schedule "C" Pieceworker Participation Agreement.
- 12.02 Any Contractor which contracts or subcontracts any work covered by this Collective Agreement to any other Main Contractor (being contractors and/or subcontractors that are in contractual relations with the Union but are not pieceworkers) shall immediately provide notice of such contracts or subcontracts to the Union.
- 12.03 DAP
- 1.(a) Contractors & Crew Leaders bound by this Agreement will not perform dapping of wood to drywall, either directly through hourly employees or indirectly through crew leaders, pieceworkers or any other employees.
 - (b) Nothing in this Agreement restricts the Contractors' ability to assign dapping of wood to drywall to other non-bargaining unit employees, including servicemen, or prevents an owner from self-performing the work, after the trim package has been completed.
 - (c) Fill all mitres, cuts and copes made on-site by Carpenters.
2. Any breach of these provisions by a Contractor and/or a Crew Leader will result in liquidated damages payable to the Union by the Contractor and/or Crew Leader in the amount of \$500 per unit, plus all reasonable expenses incurred by the Union in order to enforce the Agreement.
 3. Union members who fail to comply with or who fail to advise the Union that they have been required to violate this Agreement will have their case referred to the Trial Board and may face charges pursuant to the Constitution and By-Laws of the Union. If the Crew Leader is found to have violated this Agreement, they will face fines and/or penalties in an amount to be determined by the Trial Board and/or proceedings pursuant to the Collective Agreement. Any member accused of violating these provisions will be required to provide proof that he/she did not violate the provision(s).

**ARTICLE 13
WORKERS' BENEFIT TRUST FUNDS**

- 13.01 All Worker Benefit contributions required to be made under this Collective Agreement and which are owed under the Worker Benefit Plans referred to in this Collective Agreement shall be made to a trust fund jointly trusteeed by representatives of the Trim Association of Ontario and Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America.

13.02 Commencing May 1, 2019, the Contractor shall pay a sum equal to fifteen percent (15%) of the total gross amount of the pieceworker's invoice to the Contractor to the Union's trust funds. Commencing May 1, 2020, the amount shall increase to seventeen percent (17%). Commencing May 1, 2021, that amount shall increase to eighteen percent (18%). Such payment shall include working dues as outlined by the Union, health and welfare plan, and pension contributions. The applicable tax on the health and welfare portion of the contribution shall be paid by the Contractor in addition to the appropriate percentage rate. These monies, together with the invoices submitted by the pieceworkers, shall be paid on a regular monthly basis by the twentieth (20th) of the month following the month such remittances, deductions or contributions were earned. The said payment shall represent the Contractor's sole and total liability for contributions to the said funds. The Union shall allocate the amounts out of the said payment to the credit of the workers who performed work on the project.

- (a) **Commencing May 1, 2020, included in the amount to be remitted shall be an Industry Fund equal to 1% of the payments (inclusive of HST) which sums shall be remitted by the Administrator to the Association. It is the responsibility of the Contractor to ensure that the industry fund payments go to the correct trust funds.** For work under this Agreement the correct fund is referenced in Article 13.01. For work performed pursuant to the High Rise Collective Agreement the appropriate fund is identified in that collective agreement. It is not a defense for a Contractor to claim that the payments went to the incorrect fund.
- (b) Upon any failure by the Contractor to comply with the Requirements of Article 13.02 herein, the Contractor shall pay to the Union an amount equal to five per cent (5%) for each month or part thereof (which is the equivalent of sixty per cent (60%) per annum) from the due date for any delinquent contributions, as liquidated damages, and not a penalty, for such breach. There will be a maximum of a three (3) day grace period before liquidated damages are implemented.

13.03 Deemed Assignment of Compensation under the Employment Standards Amendment Act 1991

The Trustees of the Worker Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by a Contractor to pay any Worker Benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Worker Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation of the Employer Standards Amendment Act, 1991 in relation to the Worker Wage Protection Program.

13.04 A Main Contractor who performs work covered by this Collective Agreement through employees employed on an hourly basis shall remit contributions to the Worker Benefit trusts as set out in Article 13 and all other contributions required by the Collective Agreement in the following manner:

- (a) The Contractor shall calculate the value of the work performed according to the Contract Prices for such work set out in schedules "A" and/or "B". Any work for which there is no specific contract process shall be remitted for on the basis of the Extra Labour/Hr. rate set out in Schedule "B" multiplied by the number of hours the employee performed such work;
- (b) The Contractor shall create and submit to the Union a document in all respects similar to an invoice for each house or unit and setting out (the "invoice"):
 - (i) The dates the work was performed;
 - (ii) The Builder and site name and the lot and/or unit number;
 - (iii) The names of employees who performed the work and the number of hours each employee worked on the work covered by the "invoice";
 - (iv) A detailed listing of all work performed, including the Contract Price for said work pursuant to Schedules "A" and/or "B";
 - (v) The "invoice" shall be signed by an authorized representative of the Contractor confirming the accuracy of the "invoice".
- (c) The "invoice" shall be provided to the Union at the same time as and accompanying the remittances paid;

- (d) Remittances shall be made at the rate and as calculated in accordance with Articles 13 and/or 14 on the value of the work performed based on the Contract Prices set out in the "invoice";
- (e) Upon receipt of the remittances under this section, the Union shall ensure that remittances are allocated equitably in order to fairly achieve the objectives of the Collective Agreement and to ensure that the Union members who performed the work subject to the "invoice" receive the benefits to which they are reasonably entitled.

13.05 Training Funds

The Contractor shall remit monthly contributions to the Union's Training Trust Fund in recognition of the benefit to the industry of training provided by the Union's Training Centre to persons working under the terms of this Agreement from the Industry Funds collected and administered by the Trim Association of Ontario in the amount of 8% of the Industry Funds collective monthly, plus any applicable taxes.

ARTICLE 14 PAYMENT OF PIECEWORKERS

- 14.01 "Basic Contract" means the contract for any and all items for which Basic Contract Prices are specified in this Schedule "A".
- 14.02** "Extras" means any items for which Extra Prices are specified in Schedule "B", and any additional items which are not included as Basic Contract items. All extras not listed on Schedules "A" or "B" shall be agreed upon by the Main Contractor and the pieceworker prior to the commencement of work **and written notice of the agreed-to extras shall be forwarded to the Union by the Main Contractor** within two (2) business days.
- 14.03 (a) The Contractor shall not holdback more than 10% of any pieceworker's contract invoice for more than forty-five (45) calendar days.
- (b) If an agreement is reached with the Crew Leader prior to the start of a project/site that they will not be completing the back trim, then the 15% deduction will remain sufficient. If the Crew Leader cannot complete his/her own back trim, when it formed part of the original agreement or the Crew Leader refuses to return in the required time period (which will be at least three (3) days if the pieceworker is on a different site which is not reasonably close to the original site), then the deduction shall increase to 25%. The Crew Leader will remain responsible to fully complete the first trim installation as per this Collective Agreement. The installation of back trim shall be based on a project by project basis and not on an individual unit basis. Where a Main Contractor and Crew Leader agree that the back trim will be performed by others, a copy of the agreement shall be forwarded to the Union within five (5) business days. In circumstances where the 25% deduction is made, the full 25% amount shall be paid to the pieceworker who ultimately performs the back trim.
- 14.04 All rates shall be as set out in Schedules "A" and "B" attached hereto.
- 14.05** The Union and the Contractor agree to **continue to use** a standard invoice form and to revise as necessary. The standard invoice form shall be used exclusively. Such invoice shall include:
- site, lot, basic price, extra price, HST and total, names of people who worked on the site, S.I.N.'s for the people who worked on site and hours earned.
- 14.06 The invoice must be completed by the pieceworker in full before submitting same to the Contractor. Any disagreements shown on the invoice shall be itemized on the revision sheet provided by the Association and forwarded to the Union and the benefit plan administrator.
- 14.07 Pieceworkers must provide the Contractor with a WSIB Clearance Certificate before commencing work.
- 14.08** When the house assigned is fully completed, the pieceworker will notify the Main Contractor. A contractor's representative will within **seventy-two (72) hours** check that the work assigned is satisfactory. Approval from the Contractor at this time does not absolve the pieceworker from any future deficiencies arising exclusively from his/her work. All invoices received by the Contractor by the last day of each month will be paid by the fifteenth (15th) day of the next month, less the 10% holdback. If the fifteenth (15th) day falls on a weekend, payment shall be made the next business day. Contractor may withhold any payments, if the pieceworker does not submit a WSIB Clearance Certificate every 60 days.

14.09 Monthly remittance forms shall be forwarded to the benefit administrator and Union only and shall contain the following information:

- (a) Social Insurance Numbers (SIN)
- (b) Total Hours Worked
- (c) Hourly Rate
- (d) Classification

14.10 Should the Contractor not receive a WSIB Clearance Certificate from a pieceworker every sixty (60) days, then the Contractor may deduct from the pieceworker the amount owing to the WSIB and remit same directly to the WSIB on the pieceworker's behalf, plus a 15% administration charge. In the alternative, the Contractor may elect not to provide the pieceworker with any further work until the pieceworker provides evidence of a valid WSIB Clearance Certificate.

14.11 In the event that the Contractor fails to pay a person performing work under this Collective Agreement, including a dependent and independent pieceworker, the full pieceworker or other rates and/or fails to make payments and contributions, and in addition, the Contractor shall pay to the Union all reasonable collection costs including legal fees, accountants' fees, arbitrators' fees and all other expenses associated with the cost of collecting the amounts owing.

14.12 In the event that a pieceworker or independent pieceworker is found to have incorrectly reported the amounts owing to a worker, the pieceworker/independent pieceworker shall be liable to the worker.

14.13 Back Charges

Any back charges received by the Contractor from the Builder as a result of the performance of work or the failure to perform work shall be deducted by the Contractor from amounts owing to the pieceworker on that project. Any disputes in relation to these back charges shall be resolved in accordance with the Grievance and Arbitration procedures contained herein.

14.14 Any back charges received by the Contractor because a Crew Leader failed to pile garbage as per this Agreement will be deducted from monies owed to the pieceworker after evidence of the back charge is provided. After completion of a unit, the Crew Leader is responsible to clean all garbage and debris from the performance of their own work and is to leave their own specific workplace in a clean condition.

14.15 Deficiencies

- (a) Any deficiencies reported to the Contractor by the Builder due to poor workmanship by the pieceworker must be completed by the pieceworker (who performed the work on the unit in question) within **seven (7) working days** from the date assigned. It is agreed that if the deficiency is a result of poor workmanship by the pieceworker, and if the deficiency is not completed in the required time, the Contractor may have the work performed by other forces and back charge the pieceworker for the amount incurred at the hourly rate stipulated in this Collective Agreement plus a fifteen percent (15%) administration fee. If the deficiency is not a result of poor workmanship then the Main Contractor reserves the right to have the original pieceworker complete the repairs at the set hourly rate. The pieceworker has the right to refuse the work if he/she is not present on site at the time of the requirement.
- (b) The parties to the Collective Agreement recognize that proper workmanship is expected on all projects. The parties recognize that on occasion faulty workmanship occurs and in such cases the pieceworker is responsible for correcting the problem at his/her own cost. The Contractor shall give the pieceworker ten (10) days to correct the faulty workmanship prior to having the work done by a third party and back charging the pieceworker. Similarly, the parties recognize that occasionally additions, alterations or deficiency work are required after FDI (Final Delivery Inspection) has occurred. Any such work performed by the pieceworker shall be at the cost of the Contractor provided that in no way has the pieceworker contributed to the deficiency of delay in getting the work done.

14.16 HST Number

All Crew Leaders shall obtain a HST number.

14.17 Pieceworker Administration Fee

The Contractor shall pay **three percent (3%)** calculated on the total value of the invoice as an administration fee.

14.18 The parties will meet to discuss the development of a standardized completion form within two (2) months after ratification of this agreement.

ARTICLE 15 UNION AND ASSOCIATION MEETINGS

15.01 (a) The Trim Association of Ontario and the Union will meet once every three (3) months at a mutually convenient date to discuss the administration of this Collective Agreement and review the existing policies and practices with a view to having the Collective Agreement operate in a fair and equitable manner.

(b) The parties agree that, during the course of this Collective Agreement, a subcommittee will be formed, with equal representation from both the Trim Association and Union, to investigate issues and propose changes to the current benefits remittance system. Such proposals shall be tabled to the Trustees of the Low-Rise Trim Plan.

ARTICLE 16 QUALIFICATIONS

16.01 All pieceworkers signing the Pieceworker Participation Agreement shall meet the following qualifications:

- a. 5 years' experience performing trim carpentry work in Ontario
- b. Post and maintain a bond or similar security with the Union in the amount of \$10,000 for up to two employees plus and additional \$5,000 per each additional employee, up to a maximum of \$25,000, for a period of not less than one (1) year
- c. Have a WSIB account number which is made available to the Union and Contractor employing the pieceworker(s) for validation purposes
- d. Completion of the Union's training program for trim carpentry

Newly registered Main Trim Contractors shall meet and maintain the following qualifications:

- a. 5 years' experience performing trim carpentry work in Ontario
- b. Post and maintain a bond or similar security with the Union in the amount of \$50,000.00
- c. Secure a WSIB account number which is made available to the Union for validation purposes
- d. Completion of the Union's training program for trim carpentry
- e. Should a Contractor become unable to pay any benefits and the Trustees receive payment pursuant to the bond for the outstanding benefits, such payment from the bond shall not abrogate the rights of the Trustees to pursue a lien or other debt collection actions. Should the Trustees receive full reimbursement any additional amounts shall go next to unpaid wages and then to collection costs.

16.02 All Crew Leaders are to provide a valid e-mail address or valid telephone number for texting purposes to the Main Contractor prior to commencing work in order to ensure the proper communications for work and deficiency schedules.

**ARTICLE 17
DURATION OF AGREEMENT**

17.01 This Agreement shall be effective on the 1st day of May, 2019 and shall remain in effect until the 30th day of April 2022.

17.02 (a) Should the Union or the Contractor desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) and not less than thirty (30) days prior to the termination of this Agreement.

(b) On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement. If no such notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to affix their signatures, this _____ day of _____, 2019.

For the Association:

For the Union:

Print Name: _____

Pasquale Bono

Print Name: _____

Emanuel Furtado

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

SCHEDULE "A" - BASIC CONTRACT PRICES

ITEM	May 1, 2019	May 1, 2020	May 1, 2021
Single Door Bifold / French Doors	\$38.11	\$38.86	\$40.03
Single Door Bifold / French Doors 3 1/4	\$42.11	\$42.94	\$44.23
Double Door/Bifold / French Doors	\$57.94	\$59.10	\$60.87
Double Door/Bifold / French Doors 3 1/4	\$63.99	\$65.27	\$67.23
Taller Doors over 85" all types (Pre-Hung) Add To Regular Price (per door)	\$13.15	\$13.41	\$13.82
Taller Doors over 85" (Pre-Hung Arch With Loose Door) Add To Regular Price (per door)	\$26.27	\$26.80	\$27.60
Solid Doors - 7' and up add	\$0.00	\$6.00	\$6.18
Archways (standard height up to 84")	\$28.97	\$29.55	\$30.44
Archways (standard height up to 84") 3 1/4	\$32.05	\$32.69	\$33.67
High Arches (Over 85") Over and Above Regular Price	\$6.56	\$6.69	\$6.89
Cantina Door	\$47.95	\$48.91	\$50.38
Cantina Door 3 1/4	\$52.94	\$54.00	\$55.62
Garage man door	\$47.95	\$48.91	\$50.38
Attic Hatch	\$28.97	\$29.55	\$30.44
Attic Hatch 3 1/4	\$32.05	\$32.69	\$33.67
Regular windows	\$22.91	\$23.37	\$24.07
Regular Windows 3 1/4	\$25.21	\$25.71	\$26.48
All Windows on 10' Ceilings per floor	\$45.97	\$46.89	\$48.30
Bay or Bow Windows - add	\$7.30	\$7.45	\$7.67
Bay or Bow Windows 3 1/4 add	\$7.50	\$7.65	\$7.88
Round-top Windows - add	\$7.42	\$7.57	\$7.80
Round top Windows 3 1/4 add	\$7.50	\$7.65	\$7.88
4 Pc. Round top Windows add	\$53.34	\$54.41	\$56.04
4 Pc. Round top Windows 3 1/4 add	\$56.51	\$57.64	\$59.37
Open to above Windows (over 12' in Height) add	\$19.78	\$20.18	\$20.79
Open to above Windows (over 12' in Height) 3 1/4 add	\$23.84	\$24.32	\$25.05
Capping (Routered) - All Sizes	\$19.09	\$19.47	\$20.05
Capping (Routered) 3 1/4 All Sizes	\$20.81	\$21.23	\$21.87
Parapet Openings	\$42.64	\$43.49	\$44.79
Parapet Openings 3 1/4	\$49.07	\$50.05	\$51.55
Window Seats	\$38.10	\$38.86	\$40.03
Window Seats 3 1/4	\$42.11	\$42.95	\$44.24
Wood Closet Shelving (per piece)	\$7.09	\$7.23	\$7.45
Wire Closet Shelving (per piece)	\$7.65	\$7.80	\$8.03
Wire Shelving (not precut)	\$21.25	\$21.68	\$22.33
BASEBOARD			
Baseboard up to 3"	0.107	0.109	0.112
Baseboard up to 4 1/4"	0.180	0.183	0.188
Baseboard from 5" to 6 7/8"	0.198	0.202	0.208
Baseboard from 7" to 9 1/4"	0.279	0.285	0.294
STAIRS - QUARTERROUND & DOORSTOP:			
Straight	\$41.40	\$42.23	\$43.50
Half Flight (2 risers or more)	\$19.71	\$20.10	\$20.70
Circular & Winders (Any Stair with Landing)	\$71.15	\$72.57	\$74.75
Baseboard on Stairs (Over and Above Regular Price)	\$32.84	\$33.50	\$34.51
Unfinished Basement Stairs	\$0.00	\$20.00	\$20.60

SCHEDULE "B" - BASIC CONTRACT PRICES

ITEM	May 1, 2019	May 1, 2020	May 1, 2021
Build Outs			
Windows up to 4"	\$15.18	\$15.48	\$15.94
Windows over 4"	\$22.91	\$23.37	\$24.07
Crown Moulding	\$3.80	\$3.88	\$4.00
Chair Rail Only	\$1.98	\$2.02	\$2.08
Chair Rail and Wainscotting	\$4.80	\$4.90	\$5.05
Wainscotting on Curved Wall	\$76.07	\$77.59	\$79.92
* Doorstop/ Quarterround to Hardwood	\$22.91	\$23.37	\$24.07
* (Closets count as part of room/lower and upper halls count as room each)			
Columns:			
Solid	\$57.94	\$59.10	\$60.87
Split	\$96.03	\$97.95	\$100.89
Split by Carpenter on-site	\$109.17	\$111.35	\$114.69
Basements:			
For doors/windows/arches use basic contract pricing			
For baseboard add to sq/ft of house using pricing for baseboard on Schedule "A"			
Backband:			
Doors/Archways (per side)	\$15.18	\$15.48	\$15.94
Windows	\$22.91	\$23.37	\$24.07
Extra Labour/Hr.			
Cut Frame for Corner Blocks	\$57.94	\$59.10	\$60.87
Sliders:			
On Corner Beads	\$19.25	\$19.64	\$20.23
C/W trimmed arch	\$47.95	\$48.91	\$50.38
Brass Number / Plaques (Each)	\$7.09	\$7.23	\$7.45
Mailbox	\$15.18	\$15.48	\$15.94
Kickplate	\$7.55	\$7.71	\$7.94
Door Knocker	\$7.56	\$7.71	\$7.94
Door Closers	\$21.29	\$21.72	\$22.37
Temp Locks: Crew that is awarded the project is responsible for installation (at no charge			
or pays per each lock to crew that installs	\$6.56	\$6.69	\$6.89
More than 3 Exterior Locks (per lock)	\$9.86	\$10.06	\$10.36
Peepholes (per door):	\$6.56	\$6.69	\$6.89
Drill Steel Doors (each hole)	\$15.18	\$15.48	\$15.94
Pocket Doors:			
Single (with track)	\$118.23	\$120.59	\$124.21
Single (without track)	\$78.81	\$80.39	\$82.80
Double (with track)	\$236.46	\$241.19	\$248.43
Double (without track)	\$157.64	\$160.79	\$165.61
Swing Doors	\$76.07	\$77.59	\$79.92
Architrave Headers:			
One Piece	\$7.56	\$7.71	\$7.94
Loose	\$22.91	\$23.37	\$24.07
Steel Framed Houses	\$228.46	\$233.03	\$240.02
Bi-Pass Doors:			
Double	\$76.07	\$77.59	\$79.92
Triple	\$152.06	\$155.10	\$159.75
Loose Trim - double the price of doors and archways only			
Knockdowns - add 50% to the price of doors and archways only			
Window Sills c/w aprons returned:			
Add to window price	\$13.60	\$13.87	\$14.29
Continuous Handrails	\$20.00	\$20.40	\$21.01
Dapping (Fill All Mitres, Cuts & Copes made on-site by Carpenters)			

Schedule C

Pieceworker Participation Agreement

Between: Carpenters and Allied Workers Local 27, United Brotherhood of Carpenters and Joiners of America (the "Union")

-and-

(the "Pieceworker")

WHEREAS the Union is a party to a Collective Agreement with certain Contractors carrying on business as low-rise residential trim carpenters; and

WHEREAS the pieceworker acknowledges that he/she is bound to the Residential Low-Rise Trim Carpentry Collective Agreement as if he/she had executed a copy thereof as a Contractor and that said Collective Agreement requires the residential trim contractors to only utilize independent pieceworkers who are signatory to this Participation Agreement; and

WHEREAS said Collective Agreement requires pieceworkers to only engage Union members to perform work covered by the Collective Agreement; and

WHEREAS the undersigned pieceworker and the Union wish to provide for the orderly settlement of any disputes that may arise concerning pieceworkers and persons engaged by them;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

The undersigned acknowledges he/she is bound by the Residential Low-Rise Trim Collective Agreement as set out in the recitations above and that any allegations that a pieceworker has failed to comply with the Collective Agreement, including without limitation, any allegation that a pieceworker has failed to compensate workers in accordance with Appendix "A", attached hereto, may be referred to arbitration as provided for in the Collective Agreement and the pieceworker and the Union agree to be bound by the Arbitrator's or Board of Arbitration's determination for all purposes, including enforcement, as provided for in the Labour Relations Act, 1995.

Dated at _____, this _____ day of _____, 2019.

For the Pieceworker:

For the Union:

Signature

Signature

Print Name

Print Name

Schedule D

Hourly Rated Employees

1. (a) The hourly wages for employees/members of the Union employed by Pieceworkers/Crew Leaders shall be those set out below:

Effective May 1, 2019:	\$31.70
Effective May 1, 2020:	\$32.45
Effective May 1, 2021:	\$33.95

(b) The rate of wages for Apprentice Employees shall be as follows:

Probationary Period	(90 Days)
First Term (1 st):	(1800 hours)
Second Term (2 nd):	(1800 hours)
Third Term (3 rd):	(1800 hours)
Fourth Term (4 th):	(1800 hours)

Effective Date	May 1, 2019	May 1, 2020	May 1, 2020
Probationary	\$16.50	\$17.25	\$18.75
1 st Term Apprentice	\$19.32	\$20.07	\$21.57
2 nd Term Apprentice	\$22.13	\$22.88	\$24.38
3 rd Term Apprentice	\$24.94	\$25.69	\$27.19
4 th Term Apprentice	\$27.25	\$28.00	\$29.50
Full Carpenter	\$31.70	\$32.45	\$33.90

- (c) (i) The basic work week is forty-four (44) hours made up of six (6) days, Monday through Saturday.
- (ii) All Saturday work shall be paid for at the rate of time and one half the employee's regular hourly rate provided that the employee has worked the regular forty-four (44) hour work week.
- (iii) All work performed by an employee on Sunday shall be paid for at twice the employee's regular hourly rate, provided that the employee has worked the regular forty-four (44) hour work week.
- (iv) All hours worked by an employee on any holiday listed in this Agreement, shall be paid at one and one half times the employee's regular hourly rate, plus the regular holiday pay.
- (d) Vacation pay for all hourly termed employees covered by this Agreement shall be paid at the rate of six percent (6%) if Holidays are not paid and four percent (4%) if Holidays are paid, of the gross wages earned. It is understood that part of the amount allocated to vacation pay shall be the minimum required and the balance shall be in lieu of payment for recognized Statutory Holidays.
- (e) The **Pieceworker/Crew Leader** agrees to provide to the Employee a pay cheque slip containing the following:
- a) the name of the employee and the employee's employer.
 - b) the total hours worked.
 - c) the hourly rate.
 - d) the amount of vacation pay.
 - e) pay period
 - f) all deductions required by law, including C.P.P., Income tax, and E.I. premiums
- (f) Probationary employees must obtain a temporary work permit and a clearance slip from the Union, and schedule WHMIS and Fall Arrest training prior to commencing employment.
- (g) A pieceworker who is unable or unwilling to perform all or part of a contract for work covered by this agreement shall notify the Main Contractor immediately. No pieceworker shall

subcontract any part of a contract without first obtaining the approval of the Main Contractor to do so, and notify the Union of such proposed subcontracting. If the necessary consent is obtained and the necessary notice has been given, no pieceworker shall subcontract any part of a contract for an amount less than the stipulated price on the contract. For clarity, a pieceworker who is unable or unwilling to perform all or part of a contract for work covered by this agreement shall not profit as a result of having another Contractor or pieceworker perform the contract.

- (h) No employee shall receive a reduction in wages as a result of this Agreement. Employees currently being paid more than the rates set out above shall receive a \$0.75 increase effective May 1, 2019, a further \$0.75 increase effective May 1, 2020, and a \$1.50 increase May 1, 2021.**
- (i) Disputes between a pieceworker and any worker(s) on his crew concerning any individuals' entitlement to the rates contained herein shall be referred to the Union for final and binding determination.
- (j) The parties to this collective agreement recognize that the above hourly rates apply to the employment of Union members by Pieceworkers/Crew Leaders only. If and/or when a Main Contractor engages hourly rated employees, the hourly rate for service/repair shall apply. For absolute clarity, no party bound to this collective agreement shall act as both a Main Contractor and Pieceworker/Crew Leader.**

Schedule E

WOOD MILL & TRIM OWNERS ASSOCIATION OF ONTARIO (C.O.B. AS TRIM ASSOCIATION OF ONTARIO) MEMBER COMPANIES

<u>Company</u>	<u>Contract</u>	<u>E-mail address</u>
1. E. D. Carpentry	Sam Di Bacco	info@edcarpentry.com
2. Bremardi Construction Corp.	Brenda Tonon	bremardi@yahoo.ca
3. Ganiva Const. Ltd. / Nivaga Lumber Ltd.	Mary Tatangelo Rob Coletta	mtatangelo@bellnet.ca robc@bellnet.ca
4. Imperial Trim Supply & Installation	Joe Ceccarelli	info@imperialtrimsupply.com
5. Marciano Doors & Trim Co. Ltd.	Peter Marciano	peter@marciano.ca
6. Millway Carpentry Ltd.	Biagio Ariganello	biagio@millwaylumber.com
7. Moreira Carpentry Ltd.	Sergio Moreira	moretrim@gmail.ca
8. Wyecroft Group Inc.	Carlos Macedo	carlos.macedo@wyecrofttrim.ca
9. Lido Construction (870528) Ont. Inc.	Danny Montesano	info.lido@bellnet.ca
10. Penegal Trim & Supply Ltd.	Steven Marchetti	steven@marchetti-group.com
11. Rex Lumber Corp.	Tony DiSerio	tony@rexlumber.ca
12. Somerlyn Trim & Doors Inc.	Tony Calvano	tonycalvano@somerlyn.com
13. International Trim & Doors	Abilio (Billy) DeMelo	billy@internationaltrim.com
14. Tri-Trim Contractors / 690328 Ontario Inc.	Maria B. Pinto	maria@theluxorgroup.ca
15. Via Trim & Doors Inc.	Senio Queiroga	senioq@viatrim.ca
16. Tony Carpentry	Chris Linhares	chrisl@tonysgroup.com
17. Central FairBank Lumber (Concord) Alpa Wood Mouldings (Burlington)	Domenic Cuiuri Riccardo Guglietti	domc@centralfairbank.com rguglietti@tamaracklumber.ca
18. Torre / D.C.C. Carpentry	Domenic Borlido	office@dcccarpentry.ca
19. Ferndale Trim & Door	Diane Federick	dianef@ferndaletrimanddoors.com
20. Concord Trimming Inc.	Luigi Tersigni	concordtrim@on.aibn.com
21. Tofino Door & Trim	Jim Laird	jim@tofinodoor.com
22. Vaughan Lumber	Enzo Peruzza	eperruzza@vaughanlumber.ca
23. VGA Carpentry Ltd.	Nick Surace Jason Beis	suracenicola@gmail.com jreis@live.com

LETTER OF UNDERSTANDING NO.1

BETWEEN:

**WOOD MILL & TRIM OWNERS ASSOCIATION OF ONTARIO
(C.O.B. AS TRIM ASSOCIATION OF ONTARIO)
ON BEHALF OF ITS MEMBER COMPANIES LISTED IN SCHEDULE "E"**
(hereinafter referred to singularly as the "Contractor")

- and -

**CARPENTERS AND ALLIED WORKERS, LOCAL 27, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

(hereinafter called the "Union")

RE: SCHEDULE "A" CONTRACT PRICES

WHEREAS the Union and TAO have been bound by a series of Collective Agreements covering trim carpentry in low rise residential construction, the most current of which is effective from **May 1, 2019 to April 30, 2022** (the "Low Rise Trim Carpentry Collective Agreement");

AND WHEREAS the parties wish to record their understanding of the types of work included in the Schedule "A" Basic Contract Price, which had been previously recorded in the body of the Low-Rise Trim Carpentry Collective Agreement, but which both parties agree still forms part of the parties' Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. The Schedule 'A' Basic Contract Price includes the following:

- 1x2 Nosing
- All hardware (excluding door closer)
- Corner blocks on prepared frames and windows
- Closed stairs to basement c/w trim and railing
- Burlap
- Peephole/door viewer
- Trim one patio door only
- Supply & install dapping wood to wood on cuts/mitres performed by the crew leader and or his/her employees only
- Garbage piled in one room or garage
- Quarter-round/doorstep to kitchen, dinette/breakfast, laundry, bathrooms and foyer

2. This Letter of Understanding shall be effective from the date of execution and expire concurrently with the Low-Rise Trim Carpentry Collective Agreement currently in place.

DATED at _____, this _____ day of _____, 201__.

FOR THE CONTRACTOR

FOR THE UNION

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO.2

BETWEEN:

**WOOD MILL & TRIM OWNERS ASSOCIATION OF ONTARIO
(C.O.B. AS TRIM ASSOCIATION OF ONTARIO)
ON BEHALF OF ITS MEMBER COMPANIES LISTED IN SCHEDULE "E"**
(hereinafter referred to singularly as the "Contractor")

- and -

**CARPENTERS AND ALLIED WORKERS, LOCAL 27, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

(hereinafter called the "Union")

RE: HIGH WINDOWS

WHEREAS the manner in which the installation of trim and other work performed subject to the terms of the Collective Agreement in connection with high windows is subject to changing regulatory interpretation by inspectors, builders and contractors; and

WHEREAS the parties wish to ensure that trim installers working under this Collective Agreement are fairly compensated for their work;

NOW THEREFORE the parties agree as follows:

The parties agree to meet, at the request of either party, to review changing practices regarding the installation of trim and other work in connection with high windows to consider whether new work practices are required as a result of changing regulatory interpretation or enforcement and to consider whether such changes warrant adjusting the rates paid for the work performed in connection with high windows.

DATED at _____, this _____ day of _____, 201__.

FOR THE CONTRACTOR

FOR THE UNION

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

WOOD MILL & TRIM OWNERS ASSOCIATION OF ONTARIO
(C.O.B. AS TRIM ASSOCIATION OF ONTARIO)
ON BEHALF OF ITS MEMBER COMPANIES LISTED IN SCHEDULE "E"
(hereinafter referred to singularly as the "Contractor")

- and -

CARPENTERS AND ALLIED WORKERS, LOCAL 27, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA

(hereinafter called the "Union")

RE: ORPP

WHEREAS the Province of Ontario may enact a compulsory Provincial Retirement Pension Plan;
and

WHEREAS the manner in which, or whether, the provincial plan will impact the pension provisions
of the Collective Agreement during its term, are uncertain at the time this Collective Agreement is
being negotiated;

NOW THEREFORE the parties agree as follows:

1. The parties agree to meet to review the impact of the Provincial legislation and regulations
on the pension provisions of the Collective Agreement; and
2. The parties agree that in the event that the Provincial mandatory legislation or regulation
requires supplementary or other pension contributions on behalf of persons working under
the terms of this Collective Agreement during its term, the parties will, in good faith, bargain
to amend the Collective Agreement.

DATED at _____, this _____ day of _____, 201__.

FOR THE CONTRACTOR

FOR THE UNION

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name