

*COLLECTIVE AGREEMENT*

*BETWEEN*

*THE ASSOCIATION OF COMMERCIAL AND INDUSTRIAL  
CONTRACTORS OF PRINCE EDWARD ISLAND, LABOUR RELATIONS  
COMMITTEE, CARPENTERS TRADE SECTOR*

*AND*

*UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF  
AMERICA, LOCAL 1338, AFFILIATED WITH THE ATLANTIC CANADA  
REGIONAL COUNCIL OF CARPENTERS MILLWRIGHTS AND ALLIED  
WORKERS*

*Effective Date: May 27, 2013*

*Termination Date: March 1, 2016*

*This Agreement made on May 27, 2013*

*BETWEEN*

*THE ASSOCIATIONS OF COMMERCIAL AND INDUSTRIAL CONTRACTORS OF PRINCE EDWARD ISLAND, LABOUR RELATIONS COMMITTEE, CARPENTERS TRADE SECTOR AND EACH OF ITS UNIONIZED EMPLOYERS AS OUTLINED UNDER APPENDIX "A" HEREOF OR FUTURE UNIONIZED EMPLOYERS, HEREINAFTER CALLED THE ASSOCIATION.*

*AND*

*UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 1338, HEREINAFTER CALLED THE UNION.*

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Purpose and Preamble.....	1
Article 1 - Jurisdictional Area of Agreement and Dispute .....	2
Article 2 - Recognition.....	2
Article 3 - Management Rights.....	3
Article 4 - Hiring Hall.....	3
Article 5 - Hours of Work.....	4
Article 6 - Overtime .....	5
Article 7 - Reporting Time and Call Back .....	6
Article 8 - Holidays and Vacation Pay .....	7
Article 9 - Apprentices.....	7
Article 10 - Tools and Equipment.....	8
Article 11 - Safety.....	9
Article 12 - Commuting and Travel.....	10
Article 13 - Working Conditions .....	10
Article 14 - Business Representatives and Stewards .....	11
Article 15 - Union Security.....	12
Article 16 - Sub-contracting.....	13
Article 17 - Saving Clause .....	14
Article 18 - Termination of Employment or Lay-off.....	14
Article 18:04 - Productivity Clause .....	15
Article 19 – Discipline .....	15
Article 20 - Strikes and Lockouts .....	16
Article 21 - Joint Labour Management Board .....	16
Article 22 - Leave of Absence .....	16
Article 23 - Grievance Procedure and Arbitration.....	16
Article 24 - Health and Welfare and Pension .....	17
Article 25 - Wages .....	19
Article 26 - Enabling Provisions.....	19
Article 26:02 - Job Targeting Rules and Procedures .....	19
Article 27 - Term of Agreement .....	20
Article 28 - Agreement .....	21
Preamble to Appendices I and II .....	22
Total Project Value .....	22
Trade Jurisdiction.....	22
Appendix I - Wages .....	23
Appendix II - Wages.....	24
Signatories of Appendices I and II .....	25

### *PURPOSE*

*The purpose of this Agreement is to maintain harmonious relations and settle conditions of employment between the Association and the Union. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and hours of work. To encourage efficiency in operation and to promote morale, safety and security of all.*

### *PREAMBLE*

*The Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee, will advise all unionized contractors and unionized members of the Association who are associated with the carpentry trade of this Agreement.*

## **ARTICLE 1 - JURISDICTIONAL AREA OF AGREEMENT AND DISPUTE**

1:01 This Agreement shall apply to the Province of Prince Edward Island.

1:02 In the event that any jurisdictional dispute shall arise over the assignment of work represented by this Agreement, an immediate temporary assignment of the work in question shall be made by the Company representative. This temporary assignment shall remain in effect until a site meeting has been convened with a representative attending from each party involved in the dispute. The site meeting must occur within forty-eight (48) hours excluding Saturdays, Sundays and holidays of the temporary assignment.

At the site meeting, the disputing Union representative will be afforded the opportunity to present argument and evidence relative to the said assignment. The Company shall, after hearing argument and evidence from the parties involved, and within twenty-four (24) hours excluding Saturdays, Sundays, and holidays, make a permanent assignment of the work based on decisions and Agreements of record, local area practice and other information available.

The Company agrees to advise the Union involved in writing of the assignment and the basis on which the assignment has been made.

The work is then to continue and if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the international office of the Unions involved for a decision. There will be no stoppage of work due to a jurisdictional dispute. Should any of the parties involved in the jurisdictional dispute disagree with the decision of the party hereto, they may apply to the Prince Edward Island *Labour Act - Article 37*.

## **ARTICLE 2 - RECOGNITION**

2:01 The Employer recognizes the United Brotherhood of Carpenters and Joiners of America, Local 1338 as the sole collective bargaining agent for all carpenters, carpenter apprentices, drywall and acoustical workers, including lathing and insulation in relation to said trade and working foremen in the Province of Prince Edward Island. The Employer recognizes the trade jurisdiction of the carpenters Union and agrees to assign the work of such jurisdiction to the employees covered by this Agreement. The Employer shall employ members of the Union for on-site carpentry work included in, but not limited to:

- hoarding
- installation of mill work
- insulation
- metal stud, drywall and acoustical
- concrete form work
- wood framing
- sheathing
- doors, door hardware, closures
- locks, panic bars, kick plates

- 2:02 The parties agree that this Agreement is binding upon all Unionized Employers in the construction industry of Prince Edward Island and Local 1338 and each and every one of its members. For the purpose of this Agreement: the Association of Commercial and Industrial Contractors of Prince Edward Island is recognized and designated by the Union as the sole agent and authority. The Union agrees that the association shall solely represent each and every one of its members in respect to any dispute, grievance, questions, negotiation, matter or anything pertaining to or arising out of this Agreement. No direct bargaining, negotiations or discussion shall take place between individual Unionized Employers and the Union, except at the direction of the association and except as provided in this Agreement.
- 2:03 The Union agrees that Unionized Employers who are bound by and to the terms and conditions, as set out in this Agreement will have first preference when hiring Union members when work is available. The Association recognizes the Union as the exclusive bargaining agent for all employees bound by and to the terms and conditions of this Agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3:01 The Union agrees that it is the exclusive function of the Association Member to exercise all the usual rights and functions of management, subject to any modifications and restrictions contained in this Agreement.

### **ARTICLE 4 - HIRING HALL**

- 4:01 The Employer agrees to hire and continue to employ only members of the Union in good standing with the local Union. The Employer agrees to communicate requests for journeyman carpenters, apprentice carpenters, drywall and acoustical workers and working foremen to the local Union. The employer may request members by name from the out-of-work-list, provided that the worker name hired has been a member of the Local Union for a minimum of one (1) year, is available for work and is in good standing with the Local Union.

The Employer will stipulate the type of work to be performed and the Union will provide members qualified to do the work involved.

All Union members who report to work must furnish a Union referral slip prior to starting work. The Union, when requested, may fax referral slips directly to the Employer's offices. Any Employer hiring a member without a referral slip shall be in violation of this Agreement.

Commencement of work by a Union member without a referral slip shall result in the termination of the Union member from the job site. Furthermore, said Union member shall be denied access for the remainder of the Employer's work on the particular job site at the discretion of the Union.

- 4:02 If the Employer needs employees for 8:00 a.m. he must place his order before 10:00 a.m. the previous day. If the request is made after 10:00 a.m., the local Union shall provide the required manpower within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays. If the local Union is unable to provide the required manpower, the Employer is free to hire workers from other sources, providing these workers apply for membership in the Union and shall obtain a referral slip from the Union before commencing to work on any project.
- 4:03 If members of Local 1338 are working for non-union employers, the Union will make every effort to supply the Employers with these members.
- 4:04 The Employer is entitled to request through the Local Union qualified available workmen in good standing with the local Union who had previously been on the payroll of the Employer for a period of six (6) months and who are being recalled within ninety (90) calendar days of termination. The Employer shall communicate his requests for recall through the local Union. Such workmen shall be required to have possession of a referral slip prior to the commencement of employment.

## **ARTICLE 5 - HOURS OF WORK**

### Day shift

- 5:01 A regular working week consists of not more than forty (40) hours of work. To be performed during regular shift periods consisting of not more than eight (8) hours work per day. To be performed on Monday to Friday inclusive of each week, (exclusive of the vacation period and holidays), between the hours of 8:00 a.m. and 4:30 p.m. A half (½) hour for lunch unpaid, is to be taken between the hours of 12:00 noon and 12:30 p.m.

### Afternoon shift

- 5:02 A regular working week consisting of not more than Thirty-seven and one-half (37 ½) hours of work to be performed during the regular shift periods and a regular shift period consisting of not more than seven and one-half (7 ½) hours of work to be performed on Monday to Friday inclusive of each week (exclusive of vacation periods and holidays), between the hours of 4:30 p.m. and 12:00 a.m. with one-half (½) hour for lunch, unpaid, which is to be taken between the hours of 8:00 p.m. and 8:30 p.m. afternoon shifts will be paid eight (8) hours for seven and one-half (7 ½) hours work.

### Night shift

- 5:03 A regular working week consisting of not more than thirty-five (35) hours of work to be performed during regular shift periods and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday inclusive, (exclusive of vacation periods and holidays) between the hours of 12:30 a.m. and 8:00 a.m. with one-half (½) hour for lunch, unpaid, which is to be taken between the hours of 3:30 a.m. and 4:00 a.m. night shifts will be paid eight (8) hours pay for seven (7) hours work.
- 5:04 Employees employed by the Employer during regular hours of work shall not work additional time for others outside the working hours. The Union agrees that it will support the Employers in enforcing this provision and take disciplinary action against any of its members who contravene it.
- 5:05 Hours of work performed before any regular shift begins shall be considered as overtime and the overtime rate of pay shall prevail, provided however; the normal starting and quitting times, rest periods and/or lunch period may be changed by general consensus between the Employer and the employees on the job site. The Union will be notified in writing by the Employer of any changes.

The job steward and/or business representative shall be involved in the mutual agreement to adjust the hours of employment before the commencement of the changed work schedule.

- 5:06 When work cannot be performed during the regular work week as defined in 5:01 due to the owners stipulations, Employers may perform the work required outside of the regular work week according to job requirements and specifications at the regular hourly rates of pay.

Overtime as described in Article 6 will apply to work performed on Saturday, Sunday, holidays or in excess of eight (8) hours in a twenty-four (24) hour period

Should an Employer determine that he is facing non-union competition on short-term weekend work, he may request a job target to deal with these situations.

### **ARTICLE 6 - OVERTIME**

- 6:01 Overtime shall be divided equally among the employees doing the work. The steward shall have first refusal (as per section 14:04)
- 6:02 Employees required to work more than nine (9) hours in any day shift or more than eight (8) hours in any afternoon or night shift, shall be given ten dollars (\$10.00) in lieu of a meal. The same shall apply for each subsequent four (4) hours.
- 6:03 The first two (2) hours of overtime daily, Monday through Friday, shall be paid at one



and one-half (1 ½) times the straight hourly rate. All additional overtime shall be paid at double (2x) the regular rate

- 6:04 All hours worked on Saturday, Sunday and holidays (as described in Article 8:04) shall be paid for at the rate of double (2x) the regular hourly rate.
- 6:05 When work is available and an employee has not obtained forty (40) hours due to inclement weather, the employee may, on a voluntary basis, work make-up time from Monday to Friday, up to a maximum of two (2) hours per day at the straight time rate.
- 6:06 When necessitated by the pouring of concrete, the first two (2) hours of overtime, Monday to Thursday shall be paid at the straight rate. This shall only apply twice in any one (1) calendar week and on projects under fifteen (15) million dollars in total project value.

## **ARTICLE 7 - REPORTING TIME AND CALL BACK**

- 7:01 When, upon request of an Employer and subsequent referral by the Local Union hiring hall, a member reports to a job site for hiring and is not hired, he shall receive two (2) hours pay at the applicable shift rate.
- 7:02
  - a) In the case of inclement weather, it is the employee's responsibility to telephone the Employer at the number provided by the Employer, to confirm whether or not there is work available. The Employer is responsible for arranging for the acceptance of telephone calls from employees and making the decision as to whether or not employees report for work. A sign posted in the lunchroom or office is not sufficient notice.
  - b) When an employee reports as usual for work, without being notified by the employer not to report to work and is not assigned to work for any reason under the control of the employer, he shall receive a minimum of two (2) hours pay at the applicable rate, provided that he remains on the job site.
- 7:03 When an employee starts work and is sent home for lack of work or when shut down by a safety officer of the Workers Compensation Board, The Department of Community Services, Seniors and Labour, similar body, or any other situation under the control of the Employer, he shall receive pay for the balance of his regular shift, or two (2) hours pay at the applicable rate, whichever is greater.
- 7:04 An employee who completes his regular shift (as described in Article 5) and is called back after leaving work shall receive no less than four (4) hours pay at the straight rate.
- 7:05 In order to qualify for reporting time an employee must remain on the job site and be available for work during the period of such reporting time.

**ARTICLE 8 - HOLIDAYS AND VACATION PAY**

8:01 Vacation pay and holiday pay will be calculated at the rate of eight (8) percent during the pay period.

8:02 If an employee elects to take an annual vacation, the Employer and employee shall mutually agree on the time of such vacation.

8:03 The following holidays shall be paid at two (2) times the regular rate for the work performed:

New Years Day	Islander Day	Good Friday
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

8:04 During the period that this Agreement is in force, the holidays listed in section 8:03 shall be observed as designated holidays:

When one (1) of these holidays falls on a Saturday or Sunday, the following regular working day shall be observed as the holiday. When Christmas falls on Saturday or Sunday, the following Monday and Tuesday shall be observed as the holiday.

**ARTICLE 9 - APPRENTICES**

9:01 The Union and the Employer mutually agree on the desirability of an active apprenticeship training program to operate under the jurisdiction of the apprenticeship and tradesman qualification act of the province of Prince Edward Island or any other such plan, which may be mutually acceptable to both parties.

9:02 Apprentices shall be employed at the ratio of one (1) apprentice for every three (3) qualified carpenters.

9:03 The rate of wages to be paid to apprentices during regular working hours shall be the percentage of the journeyman rate as outlined below:

Percentage of journeyman rate:

First year	70%
Second year	77.5%
Third year	85%
Fourth year	92.5%

9:04 Apprentices who leave employment of a signatory Contractor for purposes of mandatory block release training, shall be eligible to return to the employment of the same signatory Contractor, this is provided that work is available with the said Contractor.

## ARTICLE 10 - TOOLS AND EQUIPMENT

10:01 All employees at the beginning of their engagement shall have the necessary tools of the trade in good working condition. Subsequent to this, tools shall be maintained in such condition on Employers time with the Employers permission. If saw filers are employed on the site they shall be members of the Union. In the interest of productivity and cost efficiency, handsaws shall be sharpened at the Employers expense. All power tools shall be supplied by the Employer and kept in safe operating condition.

10:02 It is mutually agreed that the employee shall have in his possession adequate tools to perform his normal duties, namely the following:

2' 0" square  
2'0" level  
Chalk line  
2 hand saws (1 course, 1 fine)  
Claw hammer  
Plumb bob  
Wrecking bar  
Cats paw  
3 wood chisels (1/2", 3/4", 1 1/2")  
Mitre square  
Pliers (side cutter type)  
Screw drivers (three types)  
Utility knife  
Putty knife  
Keyhole saw  
Hacksaw and blades  
Nail apron  
Block plane and jack plane  
Coping saw  
Scribers  
Nail sets  
Tape measures  
Vice grips  
Adjustable wrench  
Tin snips (red, green and yellow)

### DRYWALL TOOL LIST

\* 2' Carpenters Level  
\* Keyhole Saw  
\* Utility knife and blades  
\* Chalkline and chalk  
\* Plumb bob  
\* Nail bag  
\* Pencils  
\* Drywall Hatchet  
\* Snippers  
\* Hack-saw blades  
\* Hand saw  
\* 25' measuring tape  
\* Dry line  
\* Screw puller  
\* Square  
\* 6" wire nippers  
\* Hand screwdriver  
\* Circle cutter

10:03 In the case of fire or theft, the Employer agrees to reimburse carpenters in the replacement of such damaged or stolen tools. The employee shall produce the vouchers necessary to determine the value of the tools. This clause shall pertain to the tools on the list of tools filed by the employee at the commencement of work as well as any specialty tools that the employee may have on the job site.

## **ARTICLE 11 - SAFETY**

11:01 Danger to health may exist in the following conditions and may be caused by excessive noise, vibration, heat, cold, chemicals, gases, dust and general pollution in the work place. The Association and the Union agree to work together to minimize such hazards to the employees. The Employer accepts the fact that in such conditions, the Employer shall supply protective clothing and necessary safety equipment.

At no time shall any employee be required to take any unnecessary chances, which may cause injury or death.

11:02 All accidents, no matter how minor in nature, must be reported to the Employer or the Employers representative immediately after their occurrence. All employees will be afforded the opportunity to obtain a doctor's examination in order to comply with Workers Compensation Board regulations.

11:03 It is agreed by both parties that accident prevention regulations of the Workers Compensation Act of PEI and the PEI Occupational Health and Safety Act and Regulations shall apply to all construction sites in Prince Edward Island. Failure to adhere to these regulations shall be grounds for disciplinary action.

11:04 All scaffolding shall be erected in proper and safe manner and shall be inspected by the Employer's representative and the carpenter's steward.

11:05 The Union and the Association shall work together to provide safe workplaces. This shall include the Union providing trained members to the work sites of Association Members. Union members shall receive mandatory training and be certified by a qualified and duly recognized instructor in the following subjects:

- a. Basic Construction Workplace Safety
- b. WHMIS
- c. Emergency First Aid
- d. Basic Fall Protection
- e. Personal Protective Equipment

Where the construction workplace requires it and where the Union has received adequate notice, the Union shall provide members trained in the following areas:

- a. Advanced Fall Protection
- b. Confined Space Training
- c. Trenching and Excavation Training
- d. Vehicle Control and Direction Training

Members should always be prepared to present their training certificates to the Superintendent at any Association worksite.

11:06 There shall be no drugs or alcohol on the worksite and no Union member shall work if under the influence of alcohol or drugs. An Association Members' Superintendent shall have the discretion to take such disciplinary action as shall be appropriate under the circumstances against a Union member in the workplace who is under the influence of alcohol and drugs.

All union members will be required to comply with the requirements of the alcohol and drug policies put in place by an Association Member which employs a Union member.

#### **ARTICLE 12 - COMMUTING AND TRAVEL**

12:01 The use of an employee's personal vehicle is strictly at the employee's option. When an employee uses his own vehicle at the Employer's request, the employee shall be paid at the flat rate of eight dollars and fifty cents (\$8.50) or forty-five cents (\$0.45) per kilometer, which ever is greater. No employee shall be discriminated against for refusing to use his own vehicle.

12:02 When an employee is sent by the Employer to an area, which requires boarding overnight or for any length of time, adequate room and board shall be paid for by the Employer.

#### **ARTICLE 13 - WORKING CONDITIONS**

13:01 The Employer agrees to grant rest periods of ten (10) minutes each half shift, provided that the shift exceeds two (2) hours. The Employer further agrees that the rest periods shall be given as close to midway in the shift as possible or such other time as may be agreed upon by the two parties. In cases where coffee or other beverages are to be purchased, one (1) employee may be designated to perform such purchases and return to the employees in their working unit.

13:02 The Employer agrees to furnish a dry, locked shed or room for safekeeping of all carpenter tools on all jobs to be kept locked when carpenters are not working.

13:03 The Employer shall provide adequate toilet facilities separate from lunchroom facilities, on all job sites, same to be kept clean and sanitary and heated when necessary.

- 13:04 The Employer shall provide sanitary drinking water facilities on all job sites.
- 13:05 A. The Employer shall provide a clean lunch and rest room that:
- (1) does not have a door opening directly into a toilet facility;
  - (2) is separate from any place where there is the possibility of food being contaminated by a dangerous substance; and
  - (3) is not used for any purpose that is incompatible with its use as a lunchroom;
- B. The Employer shall provide a clean lunch and restroom that is adequately provided with:
- (1) light, heat and ventilation;
  - (2) hand cleansing and drying facilities in close proximity;
  - (3) sufficient tables and seating facilities for the use of the employees;
  - (4) suitable covered receptacles for the disposal of food; and
  - (5) is kept in a sanitary condition.
- 13:06 The Employer shall provide, where necessary, rain coats, rubber boots, safety helmets, eye and ear protection for use of all employees, such equipment to be under the care of the employee and shall be returned in good condition, save normal wear and tear, on termination of employment and/or at the Employers request.
- 13:07 The Employer shall supply all power tools, miter boxes and staplers if required on the job site.
- 13:08 An employee injured while performing his work for the Employer shall suffer no loss of earnings for the hours he would have worked but were necessarily lost on the day that the accident occurred, if on medical advice, he is sent home or to the hospital or for medical aid.
- 13:09 The Employer shall supply proper and sufficient power tools and accessories as well as adequate power supply to productively and safely perform the required tasks by carpenters.
- 13:10 Skill saws and drills when required shall be provided by the Employer at the rate of one (1) saw and/or drill per two (2) carpenters.

#### **ARTICLE 14 - BUSINESS REPRESENTATIVES AND STEWARDS**

- 14:01 Business Representatives of the Union and international representatives shall have access to all job sites during working hours but in no case shall their visits interfere with the progress of the work. Notification for access will be made with the Employer's representative on the job site. Conduct on the job site will be subject to the general regulations of the Employer, which shall be posted. Sub-contractors shall not be held responsible if access to the job site is withheld by a non-union general contractor and or owner.

- 14:02 Each job site shall have a steward appointed by the Business Representative. If deemed necessary by the Union, a steward shall be appointed by the Business Representative for any sub-Contractor doing work involving the carpentry trade. The Union shall inform the Employer of the name of the official steward, who shall be a journeyman qualified in his trade. The steward may be verbally appointed but, immediately thereafter, written notice of same appointment shall be given to the Employer and where possible, the Association of Commercial and Industrial Contractors of Prince Edward Island Inc. Recognition of the steward shall be effective from receipt of notification of appointment and shall be effective until written notification of revocation is received.
- 14:03 The steward shall be recognized as the representative of the Union on the job, his duties shall be to see that this Agreement is not violated by either party to this Agreement. If and when a violation of this Agreement occurs, the steward shall draw it to the attention of the offending party. The steward may be called upon by the Employer or the association of commercial and industrial Contractors of Prince Edward Island Labour Relations committee to assist in the settlement of grievances.
- 14:04 The steward, without sustaining any loss of pay or being subject to any discrimination measure shall during working hours, carry out his duties under this Agreement, the Steward shall be given preference in employment over all employees provided that he is capable of performing the work that is remaining the Steward shall be included in all overtime. If it is unreasonable to maintain the Steward, a substitute Steward shall be appointed by the steward.
- 14:05 The Employer, if requested shall give authorized representatives of the Union the names of the employees on the job site covered by this Agreement.
- 14:06 The Employer and the Union agree to meet before the start of a project in order to discuss manpower requirements.

## **ARTICLE 15 - UNION SECURITY**

- 15:01 It shall be a condition of employment that all employees of the Employers covered by this Agreement be members of the Union in good standing. Any employee who refuses or neglects to sign the appropriate forms or revokes the authorization or resigns his membership in the local Union will be deemed to have voluntarily separated and his employment will be terminated immediately.
- 15:02 The Employer agrees to deduct monthly dues, working assessments and dues arrears each month from the wages of each employee coming under the terms and conditions of this Agreement. These said monies are to be sent to the Union no later than the first week of the following month, together with an alphabetical list of names, social insurance numbers and amount paid by each employee and for what purpose. The Employer shall

upon receipt of authorization signed by the employee deduct initiation fees, dues arrears or other assessments from the wages of the employee on the first pay period of each month or as otherwise directed. The Union agrees to make every reasonable effort to obtain the monies due to the Union. Should the Union not obtain the monies by these means, the Employer shall pay on any delinquent remittances of the above, a surcharge of five (5) per cent per month or one hundred dollars (\$100.00) per month, whichever is greater along with any costs of collection which may be involved.

- 15:03 Working foremen shall be members of the Local Union in good standing, but participation in the health and welfare plan shall be optional.
- 15:04 General Contractors and sub-contractors who have not established a line of credit with the Union will remit all Union dues, working assessments and dues arrears to the Financial Secretary of the Union on a weekly basis until the completion of the Employers work or until a line of credit has been established with the Union.

#### **ARTICLE 16 - SUB-CONTRACTING**

- 16:01 The Employer shall have the right to sub-contract work. When the Employer sub-contracts work that involves carpentry work jurisdiction, the Employer shall make this Collective Agreement part of his contract with the sub-contractor
- 16:02 If the Union is unable to supply members qualified to do the work, Article 4:02 shall apply.
- 16:03 The Union shall not supply members to non-union Contractors and upon request, where possible, will supply a list of their members who are working for non-union Contractors.
- 16:04 When requested by the Union, the Employers representative shall advise a representative of the Union of all sub-contractors who will be working on any project at least five (5) working days prior to the said sub-contractor commencing work on any project covered by this Agreement.
- 16:05 Should the Union experience difficulties in the collection of outstanding benefits, Union dues or members wages owed by the sub-contractor for a current project, the Union will advise and provide the Employer with a sworn statement of account for funds owed by the sub-Contractor to the Union or its members. This must be submitted to the Employer by the 25th day of the month or as early as possible.

The Employer further agrees that the amounts, which are stated to be outstanding by the Union, shall be withheld from the monies due to the sub-contractor and will not be paid to the sub-contractor until such time that the sub-contractor has satisfied all legal accounts for that project with the Union.



The Union shall have the right to withdraw services of members of the bargaining unit from the delinquent Sub-contractor at any time until full payment is made in accordance with the Collective Agreement. This withdrawal of services shall not be deemed to be a strike pursuant to the provisions of the Collective Agreement or of the *Labour Act*. The Sub-contractor will be responsible for the payment of any lost wages and benefits because of the withdrawal of services.

#### **ARTICLE 17 - SAVING CLAUSE**

17:01 It is assumed by the parties, hereto, that each provision of this Agreement is in conformity with all the applicable laws of Canada and the Province of Prince Edward Island. Should it be later determined that it would be a violation of any legally effective federal or provincial order or statute, the parties hereto agree to renegotiate such provisions of this Agreement for the purpose of making them conform to such dominion or provincial order or statute. However, all other provisions of this Agreement shall remain in force.

#### **ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAY-OFF**

18:01 Except in the case of discharge for just cause, the Employer shall give the employees the following notice of lay-off or termination: Monday: Four (4) hours notice or four (4) hours pay at his regular rate, in lieu thereof. Tuesday: Eight (8) hours notice or eight (8) hours pay at his regular rate, in lieu thereof. Wednesday: Eight (8) hours notice or eight (8) hours pay at his regular rate, in lieu thereof. Thursday and Friday: Four (4) hours notice or four (4) hours pay at his regular rate, in lieu thereof.

Employment is to end at the beginning of the lunch period or at the end of the shift. The foreman will notify the employee to check with the job steward prior to leaving the job site.

18:02 Every employee intending to terminate his employment with his Employer shall give his Employer forty-eight (48) hours notice prior to termination.

Employees who are laid off or quit or are discharged from the services of the Employer shall receive their wages and employment record of earnings on termination. If the payroll is made up on the project (job-site), the Employer shall mail the employment record of earnings and wages within three (3) days exclusive of Saturday and Sunday or holidays.

18:03 When an employee is laid off or discharged the Union shall be notified in writing as to the date of lay-off or discharge and the reason for lay-off or discharge, where possible. The Employer shall attempt to have all lay-offs occur at the end of the regular work week.

#### 18:04 Productivity Clause

It is agreed that one of the fundamental strengths of the Unionized sector in the construction industry is the high level of productivity, competency and qualifications of the Unionized tradesman. In order to maintain this productivity on the construction site, the following provisions shall apply:

- a) After hiring an employee from the hall, an Employer, without prejudice shall be entitled to terminate the employee's employment and refer him back to the Union. Prior to the Employers' intention of termination and referral back to the Union of an employee, the Employer agrees to discuss the matter with the employee and Jon Steward. If satisfactory improvement is not shown, the employee shall be referred back to the Union; if after a considerable period on site (normally two (2) to five (5) working days); the Employer has determined that the employee's productivity is unsatisfactory. Where an employee is so referred back to the Union, the employee, and the Union shall be given written notification of the reason for the termination of employment.
- b) If an employee is referred back to the Union for unsatisfactory productivity on three (3) separate occasions, then the Union will ensure that the employee is given the earliest opportunity to participate in appropriate retraining or upgrading.

In assessing whether an employee's productivity is satisfactory, the Employer acknowledges the work procedures may vary from Company to Company and from job site to job site, and that an employee must be given a fair opportunity to adjust to the prevailing work procedures before any final determination can be made.

The purpose of this clause is to reinforce the concept of a productive, competent and qualified work force in carpentry within the construction industry.

#### **ARTICLE 19 - DISCIPLINE**

19:01 Use of cell phones/Blackberries/smart phones/etc. will not be permitted by employees on site during working hours, except as explicitly authorized by the employer. Violations of this Article shall be subject to the following disciplinary scheme:

- a) warn the employee in writing of the offence, copy of letter mailed to the Union.
- b) any further offence calls for a possible suspension, the length of the suspension to be at Management's discretion, but not to exceed one (1) week.
- c) repetition of offence after suspension, employee to be terminated.

This Article shall not apply to stewards and foreman using cell phones in the course of their duties.

## **ARTICLE 20 – STRIKES AND LOCKOUTS**

20:01 There shall be no strikes, lockouts or withdrawal of services during the term of this Agreement except as provided for in Article 16:05 of this Agreement. This Agreement in its present form shall remain in full force and effect until satisfactory settlement of such negotiations have been reached or until such time as the parties are legal to declare a strike or lockout.

## **ARTICLE 21 - JOINT LABOUR MANAGEMENT BOARD**

21:01 A Joint Labour- Management Board will be formed by three (3) members of the Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee and three members of the Union, which shall meet every month or more often if requested by either party. Two (2) members from each party shall form a quorum. The Joint Labour-Management Board will discuss matters of mutual concern for the benefit of the construction industry. It is recognized that joint discussions result in a better understanding between Union and management.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22:01 The Employer shall allow designated members of the Union leave of absence without pay to attend official Union business or Union conventions. The employee will give as much advance notice as possible. If requested, confirmation in writing will be given to the Employer.

22:02 In the event of the death of a spouse, child, mother or father, an employee shall be granted a leave of absence to a maximum of five (5) days and shall receive two days wages during such a leave of absence at the applicable rate of pay.

22:03 In the event of the death of a brother or sister of any employee, a leave of absence **with** pay of two (2) days will be granted.

## **ARTICLE 23 - GRIEVANCE PROCEDURE AND ARBITRATION**

23:01 Minor disputes which occur on the job site will be discussed and settled by the steward and/or Business Representative and the Association Member's superintendent.

23:02 In case of any dispute, difference, controversy or grievance which cannot be settled on the job site a meeting shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation. The parties concerned with the dispute shall endeavor to reach a decision within seventy-two (72) hours of receiving first notification.

- 23:03 Where a difference arises between any of the two (2) parties hereto relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, either of the parties may, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the suggestion of a name for the sole arbitrator. The other party shall advise within forty-eight (48) hours of receipt of the notice of arbitration as to whether or not they agree to the appointment of the arbitrator to the arbitration. If the other party does not agree that party shall submit, within forty eight (48) hours of receipt of the original notice, its suggestion for a single arbitrator. If after the receipt of the notice by the grieving party, the grieving party cannot agree with the recommendation of the responding party, the grieving party shall submit the matter to the Minister of Labour for the Province of Prince Edward for the appointment of an arbitrator.
- 23:04 The arbitrator shall convene a hearing within seven (7) days of his appointment, unless time limits are mutually agreed to be extended by both parties.
- 23:05 The arbitrator shall hear and determine the difference or differences between the parties and shall issue a decision in writing, which decision shall be final and binding upon the parties and upon any employees affected. However, it is understood that the authority of the arbitrator or the decision made by such arbitrator is limited in that there shall be no alteration to, or addition to, or subtraction from or modification or amendment to any part of this Agreement. The arbitrator shall render his decision within seven (7) days from the date the hearing concludes.
- 23:06 The fees and expenses of the arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the party, which incurs them.
- 23:07 Every party to and every party bound by this Agreement and every person on whose behalf this Agreement was entered into shall comply with the provision for the final settlement and give effect thereto.

#### **ARTICLE 24 - HEALTH AND WELFARE, TRAINING AND ORGANIZING AND PENSION FUNDS**

- 24:01 The Employer agrees to pay the amounts set out in Appendices I and II, per hour for each hour worked to the P.E.I. Carpenter's Trust Fund, the P.E.I. Carpenter's Pension Plan, the United Brotherhood of Carpenters and Joiners of America Locals 83, 1338, 1392 Training Trust Fund and the P.E.I. Carpenter's Organizing Fund. Monies payable to the P.E.I. Carpenter's Trust Fund, the P.E.I. Carpenter's Pension Plan, the United Brotherhood of Carpenters and Joiners of America Locals 83, 1338, 1392 Training Trust Fund and the P.E.I. Carpenter's Organizing Fund in any given month will be forwarded to the administrators of the plan and funds by the first week of the following month together with the list of employees, their social insurance number, total hours worked and rates paid.

The Training/Industry Improvement Fund will increase by five cents (\$0.05) per year for the term of this agreement. The amounts set out in Appendices I and II for Training includes a six cents (\$0.06) Industry Improvement Fund which is to be remitted upon collection by the Union to the Association of Commercial and Industrial Contractors (ACIC) along with a statement of contribution paid by each employee.

General Contractors and sub-contractors who have not established a line of credit with the Union will remit all health and welfare, pension and improvement premiums to the financial secretary of the Union on a weekly basis until the completion of the Employers work or until a line of credit has been established with the Union.

The Union agrees to make every reasonable effort to obtain the monies due to the P.E.I. Carpenter's Trust Fund, the P.E.I. Carpenter's Pension Plan and the P.E.I. Carpenter's Training/Industry Improvement Fund and the P.E.I. Carpenter's Organizing Fund. Should the Union not obtain the monies by these means, the Employer agrees to pay on any delinquent remittance of the above, a surcharge of five (5) per cent per month or one hundred dollars (\$100.00), whichever is greater, as well as any legal fees involved.

- 24:02 It is mutually agreed that the Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee will have trustees on the Health and Welfare Trust Fund and an advisor on the Retirement Pension Fund. The advisors expenses shall be borne by the Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee.
- 24:03 It is mutually agreed that provisions for an increase in the health and welfare and pension plan will be implemented, if so desired, by the Union with the Employer contribution deducted from the wage rated contained herein provided that the Employer receives sixty (60) days notice of such change.
- 24:04 The trustees of any fund established by the Union and the Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee in accordance with this Agreement to provide health and welfare or pension benefits, may, by their respective agents or representatives, being an independent professionally designated accountant, examine the relevant employment and payroll records of each Employer subject to the provisions of this Agreement at the Employers place of business whenever an examination is considered necessary or advisable by the trustees in connection with the proper administration of the trust funds which they are charged to maintain and administer.

In the event of the commencement of any legal, equitable or administrative action the Contractor involved shall pay to the respective trust funds all incurred legal fees and disbursements, court reporter fees, filing fees, the costs of effecting service of papers, the costs of special (non-routine) audits of payroll records and the costs of Auditor's services involved.

## **ARTICLE 25 - WAGES**

- 25:01 Wages paid under this Agreement are outlined in Appendix I and II.
- 25:02 Employees shall be paid by cheque during regular working hours no later than Thursday of each week. If Thursday is a holiday, pay will be distributed no later than Wednesday.
- 25:03 All working foremen shall receive a premium to reflect their responsibilities. The premium shall be negotiated by the employer and the foreman and shall be equivalent to no less than \$2.00 per hour.

May 27, 2013

High Rate     \$0.55

Low Rate      \$0.65

March 1, 2014

High Rate     \$0.55

Low Rate      \$0.65

March 1, 2015

High Rate     \$0.55

Low Rate      \$0.65

## **ARTICLE 26 - ENABLING PROVISIONS**

- 26:01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in the jurisdictional area of this Agreement, the terms and conditions of this Agreement may be changed or amended by the Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee, Carpenters and Trade Sector and United Brotherhood of Carpenters and Joiners of America, Local 1338 subject to the conditions that such change or amendment shall not be effective unless and until it has the written Agreement of both parties.
- 26:02 Job Targeting Rules and Procedures: The Carpenters Local 1338 is the “Union” under these rules and procedures.
- 1) No Contractor or sub-Contractor shall be entitled to target rates and conditions unless the Contractor or sub Contractor makes direct application in writing under these job targeting rules and procedures a minimum of forty-eight (48) hours prior to the tender closing. The application may be faxed to the Union for its consideration and approval (Fax # 566-2027). The Union may, however, in its sole discretion waive the above time limit of forty-eight (48) hours.

- 2) The Union shall advise the applicant in writing (facsimile) whether it does or does not grant the targeting application. The Union and the ACIC shall advise the applicant that the request has been granted and set forth the terms and conditions applicable to the specified job or project.
- 3) Upon the request of the Union the Contractors who are bidding jobs under this program shall supply the price of their bids and other information on the targeted jobs to the Union after the Job has been awarded.
- 4) The applicant Contractor shall provide a record of projected employee work hours to the Union as a means of gathering the success or failure of this program in maintaining and increasing the Unionized sectors share of work.

#### **ARTICLE 27 - TERM OF AGREEMENT**

- 27:01 This Agreement shall be effective from **May 27, 2013** and shall continue in effect until **March 1, 2016**. This Agreement shall continue in force from year to year thereafter unless notice of proposed change or termination is given in writing by either party not more than four (4) months and not less than two (2) months before the date of termination, unless mutually agreed by both parties.
- 27:02 If notice of proposed change is given by either party, negotiations shall commence within fifteen (15) days of such notice.
- 27:03 During the negotiations, upon any proposed revision of this Agreement, the Agreement in its present form shall remain in full force and effect until satisfactory settlement of such negotiations have been reached or until such time as the parties are authorized to declare a strike or lockout.

**ARTICLE 28 - AGREEMENT**

28:01 This Agreement has been finalized between the Association of Commercial and Industrial Contractors of Prince Edward Island, Labour Relations Committee, Carpentry Trade Sector and each Unionized Employer as outlined under appendix “A” hereof or future Unionized Employers and the United Brotherhood of Carpenters and Joiners of America, Local 1338.

Signatories of Articles 1 through 28

For the Association of Commercial and Industrial Contractors of Prince Edward Island, labour relations committee, carpenter trade sector.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rodney Murray

\_\_\_\_\_

\_\_\_\_\_  
Jeff Douglas

On behalf of the United Brotherhood of Carpenters and Joiners of America, Local Union 1338.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kevin Green

\_\_\_\_\_

\_\_\_\_\_  
Farrel Huculak

Dated in Charlottetown, Prince Edward Island on \_\_\_\_\_, 2013.



## **Preamble to Appendices I and II**

It is the intent of both the United Brotherhood of Carpenters and Joiners of America, Local 1338 and the Association of Commercial and Industrial Contractors of Prince Edward Island Inc. With the introduction of the adjusted wage package complying with project values to recover some of the construction lost to the non-Union sector.

With this common desire, coverage for this Agreement shall be deemed to include the initial construction or expansion, renovation or repair of industrial and commercial projects, multi-family dwellings, apartment buildings, senior citizens projects and nursing homes.

### Total project value definitions:

Total project value shall be defined as the dollar value of all work, man-hours, and materials for all trade tenders for construction, expansion, or addition to all projects (except single family dwellings and duplexes) regardless of whether the project is conducted in phases or stages and regardless of the individual Contractor's tender value.

Should there be any questions by either party on the application of the total project value clause, it will be referred promptly to the joint labour management committee. (Ref. Article 21). Failing resolution, the matter shall be referred by the parties to Article 23 - Grievance Procedure and Arbitration.

### Trade Jurisdiction

Carpenters will be assigned the erection and dismantling of all scaffolding except for masons scaffolding. On all projects, carpenters will be assigned the erection and releasing of all formwork. The Employer recognizes the trade jurisdiction of the carpenters Union and agrees to assign the work of such jurisdiction to the employees covered by this Agreement.

## WAGES

### APPENDIX I

Low Rate for Local 1338

May 27, 2013 – March 1, 2014

<b>Class</b>	<b>Rate</b>	<b>V.P.</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Training</b>	<b>Org.</b>	<b>Total</b>
Journeyman	21.27	1.72	1.74	2.75	0.61	0.25	28.34
Fourth Yr App.	19.67	1.59	1.74	2.75	0.61	0.25	26.61
Third Yr App.	18.06	1.46	1.74	2.75	0.61	0.25	24.87
Second Yr App.	16.45	1.33	1.74	2.75	0.61	0.25	23.13
First Yr App.	14.85	1.20	1.74	2.75	0.61	0.25	21.40

March 1, 2014 - March 1, 2015

<b>Class</b>	<b>Rate</b>	<b>V.P.</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Training</b>	<b>Org.</b>	<b>Total</b>
Journeyman	21.52	1.74	1.82	3.00	0.66	0.25	28.99
Fourth Yr App.	19.90	1.60	1.82	3.00	0.66	0.25	27.23
Third Yr App.	18.27	1.47	1.82	3.00	0.66	0.25	25.47
Second Yr App.	16.65	1.34	1.82	3.00	0.66	0.25	23.72
First Yr App.	15.02	1.21	1.82	3.00	0.66	0.25	21.96

March 1, 2015 – March 1, 2016

<b>Class</b>	<b>Rate</b>	<b>V.P.</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Training</b>	<b>Org.</b>	<b>Total</b>
Journeyman	21.77	1.76	1.90	3.25	0.71	0.25	29.64
Fourth Yr App.	20.13	1.62	1.90	3.25	0.71	0.25	27.86
Third Yr App.	18.49	1.49	1.90	3.25	0.71	0.25	26.09
Second Yr App.	16.84	1.36	1.90	3.25	0.71	0.25	24.31
First Yr App.	15.20	1.23	1.90	3.25	0.71	0.25	22.54

## WAGES

### APPENDIX II

High Rate for Local 1338

May 27, 2013 to March 1, 2014

<b>Class</b>	<b>Rate</b>	<b>V.P.</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Training</b>	<b>Org.</b>	<b>Total</b>
Journeyman	23.84	1.92	1.74	2.75	0.61	0.25	31.11
Fourth Yr App.	22.04	1.78	1.74	2.75	0.61	0.25	29.17
Third Yr App.	20.24	1.63	1.74	2.75	0.61	0.25	27.22
Second Yr App.	18.44	1.49	1.74	2.75	0.61	0.25	25.28
First Yr App.	16.64	1.34	1.74	2.75	0.61	0.25	23.33

March 1, 2014 to March 1, 2015

<b>Class</b>	<b>Rate</b>	<b>V.P.</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Training</b>	<b>Org.</b>	<b>Total</b>
Journeyman	24.00	1.93	1.82	3.00	0.66	0.25	31.66
Fourth Yr App.	22.19	1.79	1.82	3.00	0.66	0.25	29.71
Third Yr App.	20.38	1.64	1.82	3.00	0.66	0.25	27.75
Second Yr App.	18.57	1.50	1.82	3.00	0.66	0.25	25.80
First Yr App.	16.75	1.35	1.82	3.00	0.66	0.25	23.83

March 1, 2015 – March 1, 2016

<b>Class</b>	<b>Rate</b>	<b>V.P.</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Training</b>	<b>Org.</b>	<b>Total</b>
Journeyman	24.16	1.94	1.90	3.25	0.71	0.25	32.21
Fourth Yr App.	22.33	1.80	1.90	3.25	0.71	0.25	30.24
Third Yr App.	20.51	1.65	1.90	3.25	0.71	0.25	28.27
Second Yr App.	18.69	1.51	1.90	3.25	0.71	0.25	26.31
First Yr App.	16.86	1.36	1.90	3.25	0.71	0.25	24.33

APPRENTICES SHALL BE EMPLOYED ON A RATIO OF (1) APPRENTICE FOR EVERY THREE (3) JOURNEYMAN.

The Collective Agreement between the Union and the Association of Commercial and Industrial Contractors of Prince Edward Island Inc. Articles 1 through 28, including Appendix I and II shall be considered the master Agreement and be applicable to all relevant Employers except as otherwise provided herein.

Upon the request of the Union, the Contractors who are bidding jobs/projects shall supply the bid price of their bid and other information to the Union after the job has been awarded.

SIGNATORIES OF APPENDICES I and II

FOR THE ASSOCIATION OF COMMERCIAL AND INDUSTRIAL CONTRACTORS OF PRINCE EDWARD ISLAND, LABOUR RELATIONS COMMITTEE, CARPENTER TRADE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RODNEY MURRAY

\_\_\_\_\_  
JEFF DOUGLAS

ON BEHALF OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL UNION 1338.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
KEVIN GREEN

\_\_\_\_\_  
FARREL HUCULAK

DATED IN CHARLOTTETOWN, PRINCE EDWARD ISLAND ON \_\_\_\_\_, 2013.