

Residential

SECTOR

2007-2010

Collective Agreement



Commission
de la construction
du Québec

**COLLECTIVE AGREEMENT
2007 - 2010**

BETWEEN THE APCHQ
AND THE CONFÉDÉRATION DES SYNDICATS
NATIONAUX (CSN-CONSTRUCTION),
THE CONSEIL PROVINCIAL DU QUÉBEC
DES MÉTIERS DE LA CONSTRUCTION
(INTERNATIONAL) AND THE CENTRALE
DES SYNDICATS DÉMOCRATIQUES
(CSD-CONSTRUCTION)

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DEFINITIONS

1.01 Definitions:

In this collective agreement, unless the context indicates otherwise, the following terms and expressions mean:

- 1) **“Representative signatory associations”:** The Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction).
- 2) **“Sector-based employers’ association”:** the Association provinciale des constructeurs d’habitations du Québec inc. (APCHQ).
- 3) **“Job site”:** any place where work covered under the Act is performed.
- 4) **“Remote job site”:** any construction job site located away from any urban centre, that is inaccessible by a passable overland road connected to the road system as a whole maintained by Québec.
- 5) **“Commission”:** the Commission de la construction du Québec.
- 6) **“Dismissal”:** the termination of a worker’s employment with an employer resulting from the implementation of a disciplinary or administrative measure.
- 7) **“Spouse”:** any person who:
 - a) Is married to an employee.
 - b) Is not married but who has been living maritally with an unmarried employee for at least one year.

- c) Is not married but who has been living maritally with an unmarried employee in the following cases:
 - i) at least one child has been or is to be born of their union.
 - ii) together, they have adopted at least one child during the period in which they have been living maritally.
 - iii) one of them has adopted at least one child of the other’s during this period.
 - iv) they have, in the past, lived maritally together for a period of at least (12) twelve consecutive months.
- 8) **“Light residential construction”:** the construction of buildings or complexes of adjoining buildings, including facilities and equipment either physically connected or not physically connected to these buildings, excluding buildings whose structural framework consists mainly of reinforced concrete or steel columns and beams or substitutes for such materials.
- 9) **“Heavy residential construction”:** the construction of buildings or complexes of adjoining buildings, including facilities and equipment either physically connected or not physically connected to these buildings, whose structural framework consists mainly of beams and columns made from steel or reinforced concrete or substitutes for such materials.
- 10) **“Collective Agreement”:** this collective agreement concerning the working conditions as agreed to by the APCHQ and the representative signatory associations, in the residential sector.
- 11) **“CSST”:** the Commission de la santé et de la sécurité du travail.
- 12) **“Employer”:** any party, including the Gouvernement du Québec, that has work carried out by an employee.

- 13) **“Grievance”**: any disagreement related to one of the subjects specified in Section 62 of the Act.
- 14) **“Majority union group”**: a union or group of unions representing the majority of employees of a specific group concerned under certain provisions of the collective agreement.
- 15) **“Hours worked, working hours”**: all hours or fractions thereof during which an employee performs work, and also all hours or fractions thereof during which the employee is at his employer’s disposal and required to be present at the work site, as well as hours or fractions thereof between the time at which he is required to report to work and the time work is given to him.
- 16) **“Working day”**: any day included in the standard work week as defined in Division 18 with the exclusion of Saturdays, Sundays, annual vacations and statutory holidays.
- 17) **“Act”**: the Act respecting labour relations, vocational training and manpower management in the construction industry (R.S.Q., c. R-20).
- 18) **“Disciplinary measure”**: any reprimand, suspension, unjustified layoff, or dismissal.
- 19) **“Layoff”**: any severance of an employee’s employment with an employer that is justified by a reduction in personnel due to a temporary or permanent lack of work on a job site or within a company.
- 20) **“Regulation respecting vocational training”**: the Regulation respecting the vocational training and qualification of manpower in the construction industry (R-20, r.6.2).
- 21) **“Union representative”**: any employee of a union or representative association who holds a card bearing his signature and photo, as issued by a representative association or union to represent it.*

* The definition of a union representative is an integral part of the “clauses common to all sectors”.

- 22) **“Wages”**: any remuneration in currency and any compensation or benefits with monetary value as determined by the collective agreement.
- 23) **“Employee”**: any apprentice, labourer, unskilled worker, skilled worker, journeyman or clerk, who works for an employer and is entitled to a wage.
- 24) **“Residential sector”**: the sector comprising the construction of buildings or complexes of adjoining buildings, including facilities and equipment either physically attached or not to these buildings, at least eighty-five percent (85%) of the surface area of which, excluding parking space, is reserved for residential use, and the number of above-ground storeys of which, excluding any part of the basement and seen from any side of the building or complex, does not exceed 6 storeys in the case of new buildings or 8 in other cases.
- 25) **“Maintenance work”**: the action of maintaining machinery or a building in proper condition so that it remains functional or operational (preventive action, not action taken following breakdown or breakage).
- 26) **“Emergency work”**: any work carried out when the employer or client could sustain material damage or when the health or safety of the public is in danger. A contractual penalty clause or any other similar clause shall not be considered as material damage.
- 27) **“Renovation work”**: the restoring of machinery or a building to its initial state (regenerating, modernizing).
- 28) **“Repair work”**: the restoring of machinery or a building to its initial working condition without changing any of its features (corrective action, following breakdown/breakage).
- 29) **“Union”**: any union or association of employees affiliated with a representative association in accordance with the Act.

Division 2

RECOGNITION

2.01 The Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction) recognize the Association provinciale des constructeurs d'habitations du Québec inc. (APCHQ) as the only employer agent authorized to negotiate and enter into this collective agreement.

2.02 The Association provinciale des constructeurs d'habitations du Québec inc. (APCHQ) recognizes the Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction) as the only representative associations authorized to negotiate and enter into this collective agreement.

Division 3

JURISDICTION

3.01 Territorial and professional jurisdiction:

The collective agreement applies to employers and employees who perform construction work that is subject to the Act, in the residential sector anywhere in Quebec.

No one, however, may carry out construction work, unless he is an employer, employee, independent contractor or a representative as designated under Section 19.1 of the Act.

3.02 Special working conditions:

Construction work covered by this agreement that is performed on an isolated job site, on the James Bay project or on a hydroelectric project north of the 55th parallel including Great Whale, is subject to certain special working conditions as provided for in Schedule "B" hereof.

Division 4

RIGHT TO WORK

4.01 Work by the employer:

Notwithstanding any other clause of the agreement, the employer may carry out, on its own job sites, construction work covered by this collective agreement in the same capacity as an employee. The employer shall hold the appropriate competency certificate.

4.02 Designated representative:

For each corporation or partnership, only one director or shareholder holding one or more voting shares in the corporation or only one member of the partnership shall be allowed to personally carry out construction work, as a representative of the corporation or partnership. He shall in such case be designated in this capacity with the Commission.

The designated representative shall not be an employee of the corporation or partnership that so designates said individual, during the term of the designation.

Any person who is not the designated representative who performs construction work for the benefit of the corporation or partnership is considered to be an employee of the corporation or partnership under the Act and under this collective agreement.

The designated representative shall hold the appropriate competency certificate.

4.03 Independent contractor:

An independent contractor shall require remuneration at least equal, on an hourly basis, to the remuneration in currency and compensations or benefits having monetary value as determined under this collective agreement for an employee performing similar work, with the exception of the benefits provided under a complementary fringe benefit plan.

An independent contractor shall hold the appropriate competency certificate.

Division 5

TRADES, SPECIALTIES AND OCCUPATIONS

5.01 Scope of definitions:

1) Trades and specialties:

The description of the duties of employees carrying out construction work, as regards trades and specialties, is defined in Schedule “A” of the Regulation respecting vocational training.

2) Occupations:

The description of the duties of employees carrying out construction work, as regards exclusive occupations and common occupations, is defined in Schedule “C” of this collective agreement.

5.02 New Materials:

In all trades, specialties and occupations, where a new material is substituted for a regular and accepted material, the wage rate of the trade, specialty or occupation that usually worked with the replaced material shall apply, except when the change in material leads to a change in trade or occupation jurisdiction.

5.03 Employer’s responsibility:

An employer who hires an employee is responsible for ensuring that the employee holds the competency certificate required to perform the work to which he is assigned, in accordance with the regulations.

If an employer assigns an employee to perform work for which the employee does not hold the appropriate competency certificate, the employer shall be liable to the employee for any fines that the employee may have to pay. This paragraph shall not be applicable in the case of a trade jurisdiction dispute.

5.04 Performance of work by employees of trade:

1) General rule:

Subject to the Regulation respecting vocational training, cutting, sharpening, rigging and drilling are performed by the employees from the trade concerned. Welding and cutting, however, may also be performed by welders.

5.05 Handling:

1) General rule:

Subject to the Regulation respecting vocational training, the customs of the trade and the employer’s rights, the handling of materials and scaffolding for a trade, in the residential sector, shall be performed by journeymen or apprentices of such trade.

5.06 Training:

An employer who assigns an employee to training, during working hours on a job site, for the purpose of operating new equipment or performing new tasks as a result of technological development or automation, shall pay the employee the wage rate for his trade, specialty or occupation, during the period required for his training.

Division 6

TRADE JURISDICTION DISPUTES

6.01 Dispute settlement procedure:

Following the assignment of an employee to construction work, any trade jurisdiction dispute with respect to the plying of a trade, specialty or occupation shall be settled using the following procedure:

1) 1st step:

The representative associations identified under the Act, the employers and the sector-based employers' association involved in the dispute shall have the first opportunity to settle the dispute within two (2) working days of being informed of said dispute.

2) 2nd step:

Should the dispute still not be settled, one of the parties involved in the first step may submit the dispute to the Construction Industry Commissioner.

6.02 Continuity of work:

When the dispute is not settled at the first step, or until a ruling has been rendered at the second step, any employee performing work over which there is a dispute shall continue to perform such work.

Division 7

CREW LEADER AND GROUP LEADER

7.01 Definitions:

- 1) **Crew leader:** Any employee who, at the express request of the employer, performs, in addition to his trade, specialty or occupation, duties involving supervision or coordination.

- 2) **Group leader (employee-foreman):** Any employee who, at the express request of the employer, performs, in addition to his trade, specialty or occupation, duties involving supervision, coordination or management.

7.02 Responsibilities:

- 1) **Crew leader:** A crew leader usually supervises and coordinates a group of at least four (4) employees on the same job site.

A crew leader may not have under his responsibility employees other than those of his trade, specialty or occupation.

This rule, however, shall not prevent a crew leader from coordinating work performed by employees of different trades, specialties or occupations.

A crew leader does not have the authority to hire or impose disciplinary measures on another employee.

An apprentice may not act as crew leader.

- 2) **Group leader:** A group leader usually supervises, coordinates or manages a group of at least seven (7) employees on the same job site.

A group leader may not have under his responsibility employees other than those of his trade, specialty or occupation.

This rule, however, shall not prevent a group leader from coordinating work performed by employees of different trades, specialties or occupations.

A group leader does not have the authority to hire or impose disciplinary measures on another employee.

An apprentice may not act as group leader.

7.03 Premiums:

1) Crew leader:

A crew leader shall receive an hourly premium of five percent (5%) over and above the wage rate for his trade, specialty or occupation for every hour worked as such.

In the heavy residential construction industry, a crew leader shall receive an hourly premium of seven percent (7%) in addition to the wage rate for his trade, specialty or occupation for every hour worked as such.

2) Group leader:

A group leader shall receive an hourly premium of seven percent (7%) in addition to the wage rate for his trade, specialty or occupation for every hour worked as such.

In the heavy residential construction industry, a group leader shall receive an hourly premium of ten percent (10%) in addition to the wage rate for his trade, specialty or occupation for every hour worked as such.

7.04 Obligation of representative association and union:

No representative association or union and no representative of such organizations may take punitive measures against a group leader or crew leader because of the normal carrying out of his duties.

Division 8

UNION SECURITY*

8.01 Compulsory membership in representative association:

Under the Act, every employee shall choose one of the representative associations and shall obtain a card from the Commission showing his name, social insurance number, the address of his residence and the name of the representative association he has chosen.

The card shall also show the employee's trade(s) and specialty(ies) or, in the case of an occupation, indicate only that it is an occupation without further specification.

8.02 Union membership:

Every employee shall join a union affiliated with the representative association he has chosen. Any union that an employee has joined shall issue a membership card to such employee showing that he belongs to said union.

8.03 Maintenance of membership:

1) Condition of maintenance of employment:

Every employee shall, as a condition of maintaining his employment, but subject to the restrictions provided for in this division, be a member in good standing of a union having jurisdiction over his trade, specialty or occupation. The representative association is responsible for determining which union has jurisdiction over the trade, specialty or occupation in question.

* Division 8 is an integral part of the "clauses common to all sectors".

For the purpose of this division, “a member in good standing” means an employee who holds a union membership card from a union, who complies with its bylaws and rules and who pays his union dues as specified in Division 9.

2) Employee Statement:

Within a maximum of five (5) working days of the start of employment, when an employee is hired, the employer shall have the employee concerned fill out and sign a form giving the employee’s name, his trade, specialty or occupation, his address, his telephone number, the name of his representative association, his social insurance number and, where applicable, the name and number of the union to which he belongs, as shown on his union membership card.

The form supplied by the employer shall be as shown in Schedule “H”. Refusal by the employee to fill out and sign this form is just and sufficient cause for dismissal or refusal to hire without further notice.

When there is a union allegiance vote in accordance with the Act, a new form shall be completed for each employee who has changed representative associations.

3) Employee’s right:

Every employee has the right to belong to the employees’ association of his choice and to participate in its activities and administration.

4) Suspension, expulsion or refusal of membership:

No employee may be suspended or expelled from the union of which he is a member, except when he has contravened its by-laws and rules.

When an employee is suspended or expelled from his union, or when an employee is refused membership by a union contrary to Subsection 3), the employer is not obliged to dismiss the employee; the employee shall not have to be or

become a member of the union, but he shall comply with the provisions of Division 9.

However, upon notice from a union, when an employee is suspended or expelled because of his refusal to pay the union any dues payable in accordance with the by-laws and rules of said union, the employer shall dismiss the employee.

5) Transmission of employee statement:

Every month, the employer shall forward, to the representative association concerned and the Commission, a copy of all new forms filled out under Subsection 2) in the period covered by the monthly report as well as the corresponding employment numbers.

6) Correction by representative association:

When, in the opinion of the representative association, the employee has made an error in designating his union, the representative association may notify the Commission of the error in order to have such designation corrected. The Commission shall then comply with this notice and require that the employer levy the new union dues as of the receipt of such notice from the Commission. The notice conveyed to the employer by the Commission shall show that a copy has been served to the employee.

7) Restriction:

Nothing in the collective agreement shall be interpreted as obliging an employer to employ a certain percentage of members from one or other of the representative associations.

Moreover, the membership of an employee in a union as shown on his union membership card or his statement, may not, for the purpose of this division of the collective agreement, be used against an employer as a criterion for hiring or keeping the employee in his job, by serving as proof that he is qualified to carry out work coming under the jurisdiction of this collective agreement.

UNION DUES CHECK-OFF*

9.01 Obligations:

Employers shall deduct union dues from the wages of employees and remit such dues to the Commission at the same time as their monthly report.

9.02 Check-off designation:

Pursuant to the obligation provided for in Article 9.01, employers shall collect the dues owed to the union pursuant to Article 9.06, taking into account the information shown on the form specified in Article 8.03 or in any correction notice made pursuant to Article 8.03, Subsection 6).

9.03 Remittance of deducted union dues:

The Commission shall remit the dues so received to the representative associations with a memorandum of names, within fifteen (15) days of receipt. A representative association, however, may reach an agreement with the Commission under which it authorizes the Commission to remit to a union the dues to which it is entitled, taking into account any correction made in accordance with Article 8.03, Subsection 6). The memorandum of names shall also take into account any correction notice conveyed under Article 8.03, Subsection 6).

9.04 Employer’s obligation:

Any employer who refuses or fails to comply with Article 9.01 or who fails to remit the amounts so collected is accountable to the Commission for the amounts not deducted and not remitted and shall contract on that account an equivalent debt to the Commission.

* Division 9 is an integral part of the “clauses common to all sectors”.

9.05 Notice to Commission:

Within fifteen (15) days of the coming into effect of the collective agreement, a representative association shall notify the Commission in writing of the amount of the union dues payable. It shall also convey any change in the amount of the union dues payable in writing to the Commission as well as the effective date thereof.

9.06 Notice from Commission to all employers:

The Commission shall then notify all the employers regarding the union dues payable to each of the unions and any changes to these amounts.

9.07 Effective date of changes in union dues:

Any change to union dues deductions shall be effective, as regards the employers, following notice thereof being conveyed by the Commission in either of the two (2) periods hereinafter specified, provided the employers have been notified thirty (30) days prior to the start of such period:

1st week of the January report

1st week of the July report

At no other time is the employer required to change the dues it must deduct, except to make a correction as provided for under Article 8.03 of the collective agreement.

This article does not concern the change in check-off that occurs with each wage increase.

9.08 Illegal agreement:

No written or verbal agreement may be reached concerning the collection or deduction of union dues, by a representative association, union, the sector-based employers’ association, or an employer.

UNION REPRESENTATIVE AND
JOB-SITE STEWARD

10.01 Union representative:

1) Recognition:

The employer and the sector-based employers' association shall recognize the union representative, provided he holds a card issued by a union or representative association, bearing a photograph of the representative and his signature.

2) Visit to place of business:

A union representative may, with the employer's official representative, discuss and settle any matters of interest pertaining to the collective agreement or health and safety and any other matters of interest to the employees he represents who are in the service of the employer. He may demand that the employer allow him to examine any document concerning the members that he represents and obtain a copy of such when he considers it necessary, by appointment made at least two (2) hours prior with the employer, his representative or agent, at the place of business of the employer or at any other location they agree upon.

3) Job-site visit:

- a) A union representative shall have free access to all construction job sites during working hours, but in no case shall his visits unduly delay the progress of the work.
- b) When he visits a job site, a union representative shall first notify the employer of the employees concerned, or in its absence, its superintendent or foreman, or any other official representative on the employer's job site. He may discuss and settle any matter pertaining to the collective agreement,

health and safety and any other matter of interest to the employees he represents with the official representative on the job site of the employer concerned and the employee.

- c) The union representative may check the competency or exemption certificates of the employees present on the job site, and the employer shall agree to ensure that its employees comply with this authorization, subject to disciplinary measures.

4) Posting:

Upon the request of a union representative, employers shall post in a conspicuous place in their place of business and on the job site, a bulletin board where the union or representative association may post bulletins and other information. On the job site, however, employers shall install any other bulletin board for the same purpose when such is considered useful.

10.02 Job-site steward:

For reference purposes, this article reproduces the provisions pertaining to job site stewards as contained in Section 86 of the Act.

For the purpose of this article, a "union" means any union or employees' association affiliated with a representative association, or any representative association not having such affiliated unions or associations.

Every union is entitled to be represented by a job-site steward on a job site where an employer employs seven (7) or more employees who are members of the union in question, subject to the following provisions:

1) Election:

A job-site steward shall be elected by secret ballot by a majority of the members of the union, already employed by the employer and from among such members.

For the purpose of this article, a job site comprises all the work carried out by an employer on the same project.

Each subsequent increase of fifty (50) employees on the job site who are members of the union and in the service of the same employer entitles the employees to elect an additional steward.

For the purposes of the Commission's functions, a person so elected shall provide a declaration to his union in such form as determined by the Commission, stating that he is not contravening Section 26 by acting as job-site steward. The union shall forward this declaration to the Commission promptly and in the manner determined by the latter.

2) Recognition:

The employer shall recognize the job-site steward so elected as the representative of the group of employees who are members of the union in question, after said union has notified it in writing of the election of the job-site steward and has forwarded to the Commission the declaration as specified in the fourth paragraph of Subsection 1).

3) Job-site steward duties and compensation:

- a) A job-site steward is an employee of the employer and, in this capacity, shall perform a reasonable amount of work, taking into account his union duties.
- b) In his capacity as job-site steward, he may, during working hours and without a reduction in wages, but only after notifying the employer's representative, investigate disputes over the application of the collective agreement and discuss these with the employer.
- c) The time allocated for the steward's union activities shall be agreed upon by the employer and the steward, taking into

account the number of employees that the steward represents, but not exceeding three (3) hours per working day.

- d) When, exceptionally, the steward must leave his workstation for longer than the agreed upon period, he shall justify the extended absence to his employer.
- e) Subject to a justification as specified in Paragraph d), the steward shall not be entitled to payment of his wages for union duties beyond the agreed upon period.
- f) On a job site, the steward shall limit himself to the performance of his work for the employer and his job-site steward duties as specified under the Act.

4) Preference of employment:

The job-site steward shall benefit from preference of employment on his job site over all other employees when the two (2) following conditions are met:

- a) At least seven (7) employees who are members of his union are still employed by the employer on the job site.
- b) There is work to be performed in his trade, specialty or occupation.

5) Union training:

Should the steward and his union decide that the steward needs training to properly carry out his new duties, the steward may take leave without pay from his work to attend any relevant courses. The duration of the leave shall be negotiated by the parties, taking into account the particularities of the industry.

The steward shall obtain the employer's prior authorization and such authorization shall never be refused without just cause.

6) Notice of layoff:

When an employer wishes to lay off a job-site steward for more than five (5) days, it shall notify the steward three (3) working days in advance. The same advance notice shall also be submitted in writing to the steward's union within the same time limit. Failing this, the employer shall pay compensation equal to four (4) hour's wages at the straight time wage rate in effect for every day for which notice is not given, up to three (3) working days.

Division 11

ABSENCES

11.01 Employee's right:

- a) At the request of the union or employee, the employer shall grant a leave of absence without pay to an employee designated by the union to attend a convention, study session or other union activity.
- b) The employer shall also grant a leave of absence without pay to an employee who needs to undergo treatment for alcoholism or drug addiction, or undergo therapy for compulsive gambling or conjugal violence, the whole being subject to the following conditions.

11.02 Procedure:

1) Standard procedure:

A request shall be made in writing and give the employee's date of departure, and the reason for and the probable duration of the intended absence. Such request shall be received by the employer at least ten (10) working days prior to the planned departure of the employee.

2) Emergency procedure:

However, in case of emergency, for which the burden of proof lies with the union or employee, twenty-four (24) hours' verbal notice shall be given to the employer, stating the employee's departure date and the reason for and the probable duration of the intended absence, all of which shall be confirmed in writing within forty-eight (48) hours of the verbal notice.

11.03 Restrictions and periods of absence:

1) Number of employees:

Any leave of absence taken under this division of the collective agreement shall not, on any one and the same occasion, deprive an employer of more than 10% of its employees in the same trade, specialty or occupation, for a minimum of one (1) employee. Such leave shall be granted on the condition that there is an employee available who can fulfill the regular requirements of the position left vacant.

2) Period of absence:

- a) For the purpose of this division, the employer is not required to grant the same employee more than forty (40) days of leave without pay during the course of any one calendar year for union absences as specified in Article 11.01 a).
- b) The duration of leave without pay, as specified in Article 11.01 b), shall be a maximum of forty (40) days per calendar year. Nevertheless, this period may be extended provided it is justified by a health-care professional belonging to a professional order, or by a court order.

3) Absence for negotiations:

Regardless of Subsection 2), the employer shall grant an employee designated by the union leave without pay of such duration as is needed for him to participate in the negotiation of the collective agreement.

11.04 Employer's obligation:

When the leave without pay granted under this division ends, the employer shall take the employee back into its service on the first working day following the absence, provided the employee has the experience needed to perform the work available in his trade, specialty or occupation. This article shall not apply when the employee has received a layoff notice.

Division 12

MOVEMENT OF MANPOWER

12.01 Refusal to hire:

An employer may not lay off or refuse to hire an employee for the sole reason that the latter refuses to carry out his work at conditions inferior to those set forth under the collective agreement. Such layoff or refusal to hire shall be subject to the grievance settlement procedure.

12.02 Probation period:

A newly hired employee shall complete a probation period of 150 hours of work. During this period, the employee may not use the grievance procedure in relation to the termination of his employment.

12.03 Right to callback:

When an employee who has finished his probation period or who was already in the service of the employer when the agreement was signed is laid off, he shall benefit from the right to callback for a period of time equal to the duration of his employment with the employer, up to a maximum of six (6) months.

When an employee has accumulated more than one thousand five hundred (1,500) hours with the same employer in the three (3) years preceding his layoff, he shall benefit from a callback period of nine (9) months.

When an employer must lay off or call back employees, and such employer has journeymen and apprentices in its service, it shall comply with the journeyman/apprentice ratio rules.

12.04 Layoff procedure:

When an employer decides to reduce its manpower due to a lack of work and makes layoffs, it shall do so according to the following procedure:

- 1) It shall lay off employees from the trade, specialty or occupation concerned starting with the employee who has accumulated the least number of hours worked with the same employer, provided the employee(s) having accumulated more hours possess the experience, ability, skill and qualifications needed to properly perform the work in question, all subject to the journeyman/apprentice ratio.
- 2) The employer shall comply with the trade, specialty and occupation jurisdictions of each employee remaining in its service.

12.05 Callback procedure:

Before hiring new employees, an employer with new manpower needs shall call back any employees so entitled on a priority basis, in reverse layoff order and according to the trades, specialties and occupations it needs, while respecting the jurisdictions of each.

- 1) The employer shall contact such employee by telephone or mail at his last known telephone number or address. The employee is responsible for providing a current telephone number and address to the employer.

- 2) The right to callback is applicable to an employee who possesses the experience, ability, skill and qualifications needed to properly perform the work that has become available in his trade, specialty or occupation, all subject to the journeyman/apprentice ratio.
- 3) The right to callback is applicable to work to be carried out less than one hundred and twenty (120) kilometres from an employee's residence.

12.06 Procedure in case of exceptions:

In the event that compliance with the layoff or callback procedure based on the number of hours worked compromises the normal progress of the work to be carried out, the employer may lay off or not call back an employee in the specified order. Such employee, however, shall be called back as soon as possible, according to the procedure provided for in Article 12.05.

The same applies when compliance with the layoff or callback procedure based on the number of hours worked contravenes the Regulation respecting vocational training.

In the event that such a decision is contested, the burden of proof shall be incumbent upon the employer.

12.07 Maintaining right to callback:

An employee who has completed his probation period maintains his right to callback:

- 1) For as long as he receives compensation from the CSST following a work accident or occupational disease occurring while working for the employer.
- 2) When he is on sick or accident leave for reason other than a work accident or occupational disease, and he has notified the employer of his condition and his absence is justified by his attending physician.

In both the above cases, callback period computation shall stop at the start of the absence, and recommence when the employee is fit to return to work, as confirmed by the attending physician.

12.08 Loss of right to callback:

An employee loses his right to callback in the following cases:

- 1) When he voluntarily leaves his job.
- 2) When he refuses a callback to work without valid reason.
- 3) When he is dismissed for just and sufficient cause and is not reinstated following the grievance procedure.
- 4) When the duration of his layoff exceeds the duration of his right to callback.
- 5) When he acts as a contractor without holding a license, or competes unfairly with his employer.

12.09 Callback list:

- 1) The employer shall keep an up-to-date list of employees in its service who have acquired the right to callback. Such list shall include the following information:
 - a) Employee's family and given name.
 - b) Employee's address and telephone number.
 - c) Employee's status - apprentice or journeyman.
 - d) Employee's competency card and the name of his union.
 - e) Employee's layoff date.

- f) Number of hours the employee worked for the employer.
 - g) Length of the employee's callback period.
- 2) The employer shall keep the name of the laid-off employee on the list until his right to callback has expired.
 - 3) Any representative association or union with one or more employees on the callback list may obtain a copy of the list by submitting a request for such in writing to the employer.

Division 13

LAYOFF NOTICE

13.01 Layoff notice:

1) General rule:

Any employee who has worked for an employer for at least five (5) working days is entitled, when laid off for three (3) or more consecutive working days, to advance notice in writing forty-eight (48) hours prior to layoff.

Saturdays, Sundays, statutory holidays and compulsory annual vacations shall not be counted in the notice period, unless these days are worked.

The employer is not required to give advance notice to an employee when he pays as compensation for his last work week an amount equal to eight (8) times his wage rate as shown in the applicable wage schedule of this agreement.

13.02 Voluntary departure:

Any employee wishing to leave his job shall give his employer notice of twenty-four (24) working hours.

13.03 Retrieving tools and personal belongings:

1) General rule:

The employer shall allow an employee, when laid off, the time needed to collect his tools and personal belongings before the end of the standard working day.

Division 14

DISCIPLINARY MEASURES

14.01 Right and procedure:

The employer may impose a disciplinary measure for just and sufficient cause, with the burden of proof being incumbent upon the employer, all of which is subject to the grievance settlement procedure.

14.02 Justification:

When the employer imposes a disciplinary measure, it shall, at the written request of the employee, representative association or union, convey to the requestor in writing, within five (5) working days of receiving such a request, the reasons justifying the disciplinary measure.

14.03 Employee's rights and record:

- 1) No employee shall be subject to any disciplinary measure whatsoever after seven (7) working days of the event that gave rise to it or of the knowledge of the event. The burden of proof of such knowledge is incumbent upon the employer.
- 2) A disciplinary measure shall be withdrawn from an employee's file after a minimum of 60 working days following the issuance of such measure or after a period equal to the employee's entitled callback period with the employer when the latter period is for a duration of more than

60 working days. Proof of the date on which a disciplinary measure was issued shall be incumbent upon the employer.

- 3) An employee's disciplinary record is strictly confidential. However, at the express request of the employee and within a reasonable time limit, the employee shall be informed of the contents of such record.

Division 15

DISCRIMINATION

15.01 Employer's obligation:

No employer or person acting on behalf of an employer may take discriminatory measures against an employee for the following reasons:

- 1) his race, colour, sex, sexual orientation, civil status, age, religion, political convictions, language, ethnic or national origin, social condition or union status and record.
- 2) any act or action taken in the exercise of a right as stipulated under the Act.
- 3) a leave of absence to attend a religious service on a day that, in his religion, is a compulsory religious celebration.
- 4) any personal act or activity outside working hours that is not incompatible with the employee's performance of his duties.
- 5) his refusal to work outside the region where he usually works.
- 6) his judicial record.

15.02 This division of the collective agreement shall not prevent an employer from taking a disciplinary measure against an employee for just

and sufficient cause, proof of which is incumbent upon the employer.

15.03 Divisions 16 and 17 concerning the grievance settlement procedure shall apply with the necessary modifications.

Division 16

GRIEVANCE SETTLEMENT PROCEDURE*

16.01 Right:

- 1) An employee, alone or accompanied by a union representative, a job-site steward or both, may draw up and present a grievance for investigation and settlement.
- 2) In all cases, the representative association or the union may draw up and present a grievance for investigation and settlement on behalf of either one or several employees, as the case may be, without having to prove an assignment of claim by the employee or employees concerned.
- 3) In all cases, the employer may draw up and present a grievance for investigation and settlement, according to the procedure provided for under this division.
- 4) The term "complainant" designates the initiator of the grievance procedure, whether an employee, employee's representative, union representative, job-site steward, representative association, union or the employer.
- 5) The term "interested party" designates the party against whom the grievance is filed.

* Division 16 is an integral part of the "clauses common to all sectors".

16.02 Procedure:

- 1) A grievance shall be submitted in writing and shall be sent to the employer or its representative within fifteen (15) working days of the event that gave rise to the grievance, or of the knowledge of such event, the proof of which is incumbent upon the signatory of the grievance.
- 2) The sender shall be responsible for providing proof of compliance with the deadlines specified under this division.
- 3) In the event that a grievance is submitted by the union or the representative association, or when one or the other gets involved in a grievance, a copy of the grievance shall be submitted, at the same time as it is submitted to the employer or its representative, to the head office of the sector-based employers' association concerned. Failure to submit a copy of the grievance to the sector-based employers' association concerned shall not render the grievance invalid.
- 4) Within five (5) working days of the date of receipt of the grievance, the employer shall give a written reply to the representative association, the union or the employee.
- 5) If the complainant wishes to submit the grievance to arbitration, he shall do so by sending written notice within fifteen (15) working days of the date on which the grievance was sent, as specified in Subsection 1) of this article. The complainant shall submit the names of two (2) arbitrators qualified to hear the grievance.
- 6) The interested party may select one (1) of the two (2) names suggested, or may, in turn, suggest the names of two (2) arbitrators. The interested party's intention shall be conveyed in writing to the complainant within five (5) working days of receiving the notice of arbitration specified in the preceding paragraph. In the event that the interested party suggests the names of two (2) arbitrators, the complainant shall convey a reply in writing within five (5) working days of receiving the suggestion regarding the choice of arbitrator.

After the above selection procedure has been completed, if the parties have not been able to agree on a choice of arbitrator once the time limits have elapsed, the complainant shall make a request to the Commission within five (5) working days to designate an arbitrator. The Commission shall designate an arbitrator within two (2) working days of receiving such request after eliminating the names that had been considered by the parties and on which there had been no agreement.

- 7) Once the parties have agreed on a choice of arbitrator or the Commission has been required to designate one, the complainant shall have five (5) working days in which to notify the arbitrator of his appointment.

16.03 Deadlines:

All grievance deadlines specified under this division are compulsory and may only be extended through a written agreement by the parties concerned.

Such deadlines, however, may not be invoked by the employer when it does not have an address that is clear, known and served by the post office.

16.04 Proof of delivery:

The date appearing on the postmaster's seal, on the delivery receipt, or on a copy of the telegram or fax or, when delivered by hand, on the acknowledgement of receipt, shall constitute proof of the date on which the document to which it relates was sent.

16.05 Validity:

A grievance may not be rejected because of an omission or technical error, and its wording serves only as a description of the dispute to be settled by the arbitrator.

ARBITRATION*

17.01 Sole Arbitrator:

Grievances submitted to arbitration shall be heard and ruled upon by one of the persons specified in Schedule “D” further to an agreement by the parties or a designation by the Commission.

17.02 Assessor:

The parties concerned may agree to each designate an assessor to sit with the arbitrator. The assessors deliberate with the arbitrator who, alone, renders a decision. If no agreement is reached, the arbitrator deliberates without any assessor.

17.03 Jurisdiction:

- 1) The arbitrator shall proceed diligently to hear the grievance. The arbitrator is the only person to direct the proceedings and he judges and rules according to the evidence he deems appropriate.
- 2) The arbitrator may render any decision he considers just and reasonable, taking into consideration all the circumstances of the case. The provisions of the collective agreement, however, are binding upon the arbitrator, and he is not entitled to add to, delete, amend, or render a decision contrary to the provisions of the agreement.
- 3) The arbitrator may, in disciplinary matters, confirm, rescind or amend the employer’s decision and render any complementary ruling deemed necessary.

* Division 17 is an integral part of the “clauses common to all sectors”.

- 4) a) The arbitrator may order the reinstatement of the employee in his trade, specialty or occupation, provided the employee has the experience needed to perform the work available in his trade, specialty or occupation, and the employee shall enjoy all his rights as set forth in the collective agreement.

The arbitrator may also decide on any wage reimbursement and establish any amount as damages in favour of the employee. In the case of a reimbursement of wages, he shall provide for repayment of the employer’s contribution to the fringe benefit plan.

The employee’s reinstatement shall not, when such is the case, give rise to additional travelling expenses.

- b) Wage reimbursement is established as follows:

For every week (pay period) that the employee would have worked had it not been for his suspension or dismissal:

- i. the wage the employee would have received is determined.
- ii. wages earned elsewhere are deducted from the reimbursement amount as are any employment insurance benefits received by the employee.
- c) In the event that the employer has no work available, it shall call back such employee on a priority basis when work does become available, subject to the restrictions imposed on it by any law or regulation. This right of first callback also exists when a court of law orders the reinstatement the employee. This right is extinguished the moment the employee is hired elsewhere or, at the latest, five (5) months following the decision by the arbitrator or court of law.

- 5) The arbitrator may interpret and apply a law or regulation to the extent that it is necessary to do so in order to settle a grievance, subject to the rights and powers granted to other jurisdictions by such law or regulation.
- 6) The arbitrator may order the payment of interest, at the legal rate, as of the date on which the grievance was filed, on any amounts due under the arbitration award. Additional compensation may be awarded over and above this amount and is calculated by adding to this amount as of the same date, a percentage equal to an amount in excess of the interest rate set in accordance with Section 28 of the Act respecting the Ministère du Revenu, concerning the legal interest rate.
- 7) At the request of a party, the arbitrator may set the amount payable under an arbitration award that he has rendered.
- 8) At the request of a party, the arbitrator may determine whether or not available work, as specified in Paragraphs 4) a) and c), exists, when the arbitrator has rendered an arbitration award ordering the reinstatement of an employee.
- 9) The arbitrator may render any decision he considers useful to defending the rights of the parties.

17.04 Proof:

In all cases involving disciplinary measures, the burden of proof lies with the employer.

17.05 Agreement:

- 1) At any step of the grievance settlement procedure, a written agreement may be reached by the parties concerned, and this agreement shall be binding on the parties.

- 2) Any agreement in relation to a grievance that is contrary to the provisions of the collective agreement shall be considered null and void.

Moreover, when a grievance is submitted by a representative association or union, an agreement shall not be reached without the consent of these parties and the sector-based employers' association concerned when the latter takes part in the grievance settlement process.

17.06 Hearing and decision:

- 1) The arbitrator shall hear the grievance within twenty (20) working days of his appointment in a location agreed upon by the parties concerned. When the parties cannot agree on the location, the arbitrator shall make such decision.
- 2) The arbitrator shall render his decision within fifteen (15) working days of the end of the hearing, or of the submission of written notes when such is the case.
- 3) When the parties agree to submit written notes, such notes shall be sent within ten (10) working days of the end of the hearing.
- 4) In the event that the arbitrator does not render his decision within the allotted or agreed upon deadlines, one of the parties may notify the Commission thereof and the latter shall set a peremptory deadline of thirty (30) days for remedying the situation. In such case, the arbitrator may not require any additional fees or expenses from either of the parties as a result of this delay.
- 5) The arbitrator shall provide a written decision stating the reasons. It shall be signed and forwarded to the parties concerned.
- 6) The arbitrator's decision is without appeal and shall be carried out within five (5) working days of the date on which it was conveyed.
- 7) Two (2) copies of the arbitration award shall be filed with the Commission.

- 8) The Commission shall forward a copy of all arbitration awards to the representative associations, the employers' association and the sector-based employers' associations.
- 9) In all cases where an arbitrator withdraws, is incapable of acting, declares himself incapable of acting or does not render a decision, the appointment procedure shall be resumed in accordance with Article 17.01, and arbitration shall proceed in accordance with this division. In all such cases, the arbitrator is not entitled to any fees or expenses, barring an agreement by the parties.

17.07 Deadlines:

All deadlines specified in this division are compulsory and may be extended only through written agreement by the parties concerned. However, when the request for an extension is made by the arbitrator, he shall obtain the written consent of the parties.

17.08 Arbitration fees and expenses:

The fees and expenses specified under the Regulation respecting the remuneration of the grievance or complaint arbitrator in accordance with the Act are paid in equal shares by the parties to the dispute.

Division 18

WORK SCHEDULE

18.01 General provisions governing standard working hours:

1) Computation of working hours:

Working hours are considered to begin and end at the job site at ground level, or at the gate if the job site comprises a gate that an employee

must pass through to get to work, but which he is not authorized to pass through with his private vehicle.

2) Timekeeping:

a) General rule:

When the employer installs one or more time clocks, it shall place them as close as possible to the place where working hours begin and end as specified in Subsection 1).

An employee shall punch his time card himself at the beginning and end of each of his work days. He shall be paid for the working hours shown on the card, less time off for meals.

18.02 Standard working hours:

1) Heavy residential construction:

In the heavy residential construction industry, standard working hours are as follows:

a) Standard work week:

The standard work week is forty (40) hours from Monday to Friday.

b) Standard work day:

The standard work day is eight (8) hours a day from Monday to Friday.

c) Schedule:

Daily working hours are scheduled as follows:

- i) 7:00 to 15:30 or 16:00
- ii) 7:30 to 16:00 or 16:30
- iii) 8:00 to 16:30 or 17:00

With a 1/2 hour or 1 hour, without pay, for lunch in the middle of the work day.

When the employer establishes a schedule in accordance with Paragraph i), ii) or iii) hereof, it shall do so for a minimum period of five (5) consecutive working days.

2) Light residential construction:

In the light residential construction industry, standard working hours are as follows:

a) Standard work week:

The standard work week is forty (40) hours from Monday to Friday.

b) Standard work day:

The standard work day is a maximum of ten (10) hours a day from Monday to Friday.

c) Schedule:

Daily working hours are scheduled as follows:

- i) 7:00 to 17:30 or 18:00
- ii) 7:30 to 18:00 or 18:30
- iii) 8:00 to 18:30 or 19:00

With a 1/2 hour or 1 hour, without pay, for lunch in the middle of the work day.

When the employer establishes a schedule under which the daily working hours start at the time specified in Paragraph i), ii) or iii) hereof, it shall maintain such starting time for a minimum period of five (5) consecutive working days.

3) Making up hours: Light residential construction:

In the case of light residential construction, involving work where there is exposure to the weather, the standard work week may be spread out over two (2) consecutive weeks in order to achieve an average of forty (40) paid hours per week. In such a case, the following rules shall apply:

a) Standard work week and standard working day:

An employee may make up working hours lost during the preceding week, at straight time, from Monday to Friday of the following week, up to a maximum of ten (10) hours a day and a maximum of fifty (50) hours a week. In any such case, the standard working hours with pay shall not exceed eight (80) hours per period of two (2) consecutive work weeks.

b) Schedule:

Daily working hours are scheduled as follows:

- i) 7:00 to 17:30 or 18:00
- ii) 7:30 to 18:00 or 18:30
- iii) 8:00 to 18:30 or 19:00

With a 1/2 hour or 1 hour, without pay, for lunch in the middle of the work day.

When the employer establishes a schedule under which the daily working hours start at the time specified in Paragraph i), ii) or iii) hereof, it shall maintain such starting time for a minimum period of five (5) consecutive working days.

4) Change in meal period: General rule:

Notwithstanding the provisions of Paragraphs 1) c), 2) c) and 3) b), the beginning of the meal period may, at the employer's request, precede or follow by thirty (30) minutes the standard meal time provided for in these paragraphs.

An employee who, at his employer's request, takes his meal period outside the above-mentioned periods, shall be paid at the applicable wage rate during his meal period.

18.03 Shift work:

1) Conditions to be met to establish shift system:

The employer may establish the double or triple shift system, subject to the following conditions:

- a) Subject to the exceptions for remote job sites and the other special job sites specified in Schedule "B", standard working hours shall be as provided for in Article 18.02.
- b) The double shift system shall be established for a minimum period equal to the scheduled work week. The triple shift system shall be established for a minimum period of five (5) consecutive working days.
- c) There cannot be a second or third shift on a job site, unless such shifts are in the service of the employer of the first shift and carry out the work started by the preceding shift.
- d) No employer may establish a second or a third shift to carry out work started by a previous shift in the service of another employer.
- e) Notwithstanding Subsections 2) and 3), the scheduling of working hours per shift is determined by the employer on the job sites covered by Schedule "B".
- f) For the purpose of this article, at least two (2) employees shall constitute a shift.

2) Double-shift system:

- a) The scheduling of working hours is determined by the employer. Subject to the daily time limit, these hours shall be scheduled from Monday 00:01 to Friday 24:00 and may include working hours performed on Saturday, provided the latter serve to complete a work period begun on Friday.

- b) For the purpose of this article, the first shift is the one where the majority of working hours are within standard working hours. At the employer's request, the working hours for the second shift may start in the first two (2) hours following the last working hour of the first shift for the duration of the double shift system.
- c) Employees subject to this subsection are entitled to a 1/2-hour meal period without pay in the middle of their work period.

3) Triple-shift system:

- a) When the triple-shift system is in effect, standard working hours are scheduled as follows:
 - 1st shift: 8:00 to 16:00, Monday to Friday.
 - 2nd shift: 16:00 to 24:00, Monday to Friday.
 - 3rd shift: 00:01 to 8:00, Tuesday to Saturday.
- b) An employee working on the triple-shift system is entitled to a 1/2-hour meal period without loss of pay in the middle of his work period.

18.04 Agreement for modification:

- 1) The employer, with the consent of a majority of all its employees or a majority of its employees from the same trade or occupation assigned to construction work on a job site, may reach an agreement with the latter allowing it to:
 - a) Modify the daily work schedules for a job site.
 - b) Increase the number of daily working hours for the purpose of implementing a compressed work week. In this event, overtime shall only apply for time worked over and above the daily hourly limit so established.

The employer shall, within forty-eight (48) working hours of reaching such agreement, notify the Commission and the representative associations concerned by the agreement.

2) Special rule: Light residential construction:

In the case of light residential construction work, the employer may contact the majority union group in order to reach an agreement allowing its employees to voluntarily make up, on a Saturday, a working day lost during the week due to weather conditions. Employees are paid their regular wage rate for such working days.

Depending on whether such request is made in relation to a particular job site or in relation to the overall operations of the company, the employer shall first obtain the consent of a majority of its employees who are assigned to construction work on the job site in question, or a majority of the employees in its service.

The employer shall convey to the majority union group a duly completed form as shown in Schedule "E" hereof. The majority union group shall, within a short and reasonable time limit not exceeding forty-eight (48) working hours following receipt of such request, approve or refuse such request, failing which, the modification sought is considered to be accepted.

In the case of a refusal, the majority union group shall convey an explanation of its decision in writing to the employer and shall forward a copy of such to the sector-based employers' association. The majority union group shall convey such decision to the employer after first making the necessary verifications. Such decision shall be in keeping with the intentions as expressed by the majority of employees concerned.

The other unions concerned and the Commission shall be promptly notified of such agreement.

3) Special Rule: Large-scale job site:

In the heavy residential construction industry, the sector-based employers' association and the representative signatory associations may reach a special agreement for a large-scale job site allowing it to:

- a) Modify the daily work schedules for a job site.
- b) Increase the number of daily working hours for the purpose of implementing a compressed work week. In this event, overtime shall only apply for time worked over and above the daily hourly limit so established.

For the purpose of this subsection, "large-scale job site" means a job site where, to carry out the work according to plan as established by the parties to the agreement, at least seventy-five (75) employees are employed simultaneously at any given time on the job site.

18.05 Rest period:

1) Morning, afternoon and overtime:

- a) The employer shall grant employees a fifteen (15) minute rest period with pay around the middle of the morning and a fifteen (15) minute rest period with pay around the middle of the afternoon.
- b) Both rest periods specified in Paragraph a) shall also apply to employees working on either the double or triple-shift system.
- c) The employer shall grant an employee a rest period of fifteen (15) minutes with pay at the applicable wage rate at the end of his standard working day when the employee is required to continue his work day.

Moreover, except when Subsection 3) applies, after any two (2) hour period of

overtime, all employees are entitled to a rest period of fifteen (15) minutes at the overtime rate applicable before the rest period, provided such rest period is followed by another period of work.

- d) When taking such rest periods, an employee shall not stop working for more than fifteen (15) minutes.

2) Daily rest:

- a) Every employee shall benefit from and shall take a rest period of at least eight (8) consecutive hours in any twenty-four (24) hour period, except when public health and safety are threatened.
- b) Overtime rates are to continue to be paid to an employee until such time as he has been granted such rest period.

3) Meals:

- a) Any employee who has worked two (2) consecutive overtime hours directly following his standard working day shall be granted a 1/2-hour meal period with pay at the applicable wage rate, on the condition that this meal period be followed by a period of work.

The employee concerned under this paragraph is entitled to meal compensation of \$14.00, upon presentation of vouchers, unless the employer provides a suitable meal, and again, after four (4) more overtime hours.

- b) Any employee who puts in a working day of more than ten (10) hours shall be entitled to pay during his meal period(s), on the condition that any such meal period is followed by a period of work.

The employee concerned under this paragraph is entitled to meal compensation of \$14.00, upon presentation of vouchers, unless the employer provides a suitable

meal, and again, after four (4) more overtime hours.

c) Mobile canteen:

The employer shall allow a mobile canteen to enter the job site to serve the employees.

4) Rest period: Special rule: Tile setter and cement finisher:

Except for hours where a rest period is already provided for under Subsection 1), any such employee shall be entitled to a ten (10) minute rest period for each hour he is assigned to work inside a building using material containing noxious and corrosive epoxy.

When cement is being poured, the employer shall grant cement finishers their rest period, which shall be taken in turns.

5) Rest period: Special rule: Flooring specialist-sander and resilient flooring layer:

Except for hours when a rest period is already provided for under Subsection 1), a flooring specialist-sander assigned to the sanding of floors or a resilient flooring layer assigned to work with materials containing noxious and corrosive epoxy, where the use of a mask or filter is compulsory, shall be entitled to a ten (10) minute rest period for each hour of work performed in these conditions.

Division 19

OVERTIME

19.01

1) General rule:

All work performed on a day of compulsory annual vacation, or on a statutory holiday, or in

addition to the number of daily or weekly hours, or over and above the working hour limits as stipulated under Division 18, or in excess of the hour reserve (time bank) established under Article 19.04, is considered overtime.

- 2) Overtime is performed on a voluntary basis and no employer may penalize an employee who refuses to work overtime, except in the case of emergency work, the proof of which is incumbent upon the employer.

19.02 Remuneration:

1) Heavy residential construction:

In the case of heavy residential construction, an employee shall be paid double time for any overtime.

2) Light residential construction:

- a) In the case of light residential construction, an employee shall be paid time and a half for any overtime.
- b) Hour reserve (time bank) and compensatory leave:

Working hours banked and available for compensatory leave shall be used, declared and paid in accordance with Article 19.04, Subsections 1) to 8). Otherwise, Subsections 1) and 2) of this article shall be applicable, as the case may be.

19.03 Work on weekends:

If work must be carried out on weekends, the employer shall give preference to employees in its service and already working on the job site in question when assigning such work. The application of this article shall under no circumstances hinder the progress of the employer's work on the job site.

19.04 Special rule: Hour reserve (time bank) and compensatory leave:

1) Purpose:

The employer may schedule working hours on a basis other than weekly in order to regularize an employee's pay or to enable the employee to take leave that would be otherwise unpaid. To this end, the employer shall establish a separate hour reserve (time bank) for hours worked in the light and heavy residential construction sectors.

2) Hour reserve (time bank): Composition

An hour reserve is made up of a maximum of eighty (80) straight time hours worked in addition to the number of daily or weekly hours or in addition to and over and above the hourly limits specified under Division 18.

3) Hour reserve: Use

In the case of light residential construction, when an employee's work week is less than forty (40) standard working hours from Monday to Friday, the employer shall complete the employee's pay in order to reach a maximum of forty (40) straight time hours at the applicable wage rate, using hours available from the employee's hour reserve, which is then reduced by the number of working hours so used.

In the case of heavy residential construction, when an employee's work week is less than forty (40) standard working hours from Monday to Friday, the employer shall complete the employee's pay to equal up to a maximum of forty (40) straight time hours at the applicable wage rate, using hours available from the employee's hour reserve, which is then reduced by the number of working hours so required. The number of hours required and used from the hour reserve shall correspond to the number of standard hours needed to complete the standard work week, multiplied by a conversion factor of 0.6666, up to the number of hours available in his hour reserve. The employee shall be

paid time and a half at the applicable wage rate for the hours so calculated.

When the standard work week is shortened due to a statutory holiday, the forty (40) hour standard specified in the preceding paragraph is reduced by eight (8) hours for each day of statutory holiday falling within this standard work week.

The preceding paragraphs shall not apply when an employee's pay is reduced due to an unjustified or unauthorized absence, as the case may be, under the collective agreement.

In the case of light residential construction, when an employee wishes to take otherwise unpaid leave, he may ask his employer to pay the equivalent of eight (8) straight time hours, at the applicable wage rate per day of leave, from the hours available in his hour reserve, which is then reduced accordingly by the number of hours so used.

In the case of heavy residential construction, when an employee wishes to take otherwise unpaid leave, he may request that the employer take the number of hours required from his hour reserve in order to receive the equivalent of eight (8) straight time standard working hours, at the applicable wage rate per day of leave. To this end, for each day of leave, the number of hours required and used from the hour reserve shall correspond to eight (8) standard working hours multiplied by a conversion factor of 0.6666, up to the number of hours available in the employee's hour reserve. The employee shall be paid time and a half at the applicable wage rate for the hours so calculated.

4) Distribution and Reference Period:

The distribution and reference period for working hours shall start on the Sunday following the last Saturday of the monthly report in March of each year and end on the last Saturday of the monthly report in March of the following year.

For the term of the collective agreement, the distribution and reference period for the banking of hours shall be as follows:

April 1, 2007 to March 30, 2008
March 31, 2008 to March 29, 2009
March 30, 2009 to March 28, 2010

In the case of employees newly hired between January and the end of March of any year, the distribution and reference period specified in the preceding paragraph starts at time of hiring and ends on the last Saturday of the monthly report in March of the following year.

5) Liquidation:

Once yearly, an employee's banked hours shall be liquidated and paid out at the latest on the last Thursday of April following the end of the distribution and reference period.

In the case of light residential construction, the employer shall pay the employee time and a half at the applicable wage rate for the balance of hours in the employee's hour reserve (time bank).

In the case of heavy residential construction, the employer shall pay the employee double time at the applicable wage rate for the balance of hours in the employee's hour reserve.

6) Voluntary Departure:

In the case of light residential construction, when an employee resigns, he shall be paid all the hours in his hour reserve (time bank) at the straight time wage rate specified in Schedule "R" of the collective agreement.

In the case of heavy residential construction, when an employee resigns, he shall be paid all the hours in his hour reserve at time and a half the wage rate specified in Schedule "R-1" of the collective agreement.

7) Dismissal:

In the case of light residential construction, when an employee is dismissed, he shall be paid time and a half for all the hours in his hour reserve (time bank) at the wage rate specified in Schedule "R" of the collective agreement.

In the case of heavy residential construction, when an employee is dismissed, he shall be paid double time for all the hours in his hour reserve at the wage rate specified in Schedule "R-1" of the collective agreement.

8) Permanent Layoff:

In the case of light residential construction, when a layoff is expected to last for more than six (6) months, the employee in question shall take, as compensatory time, all the hours in his hour reserve (time bank) prior to the effective date of the layoff, as straight time hours at the applicable wage rate.

In the case of heavy residential construction, when a layoff is expected to last for more than six (6) months, the employee in question shall take, as compensatory time, all the hours in his hour reserve before the effective date of the layoff, and shall be paid time and a half at the applicable wage rate for such hours.

Division 20

COMPENSATIONS AND TEMPORARY ASSIGNMENTS

20.01 Show-up pay:

1) General rule:

Any employee who reports to work at the express request of his employer or in the normal course of his employment, who did not receive notice to the contrary from his employer and

who works less than four (4) consecutive hours shall be entitled, barring an act of God or suspension of work due to picket lines or weather conditions, to receive compensation equal to four (4) hours pay at his regular wage rate.

20.02 Temporary assignments:

1) Greater benefits:

In the case of an employee who must finish a job begun during a standard daily work period and such work is subject to a lower wage rate, the employee shall continue to receive his own wage rate. An employee who, during a day's work, performs work other than the work of his trade, specialty or occupation, for which a higher wage rate is applicable, shall be paid the higher wage rate for the entire time he performs such work.

This subsection shall not have the effect of allowing the employer to assign an employee to work or of allowing the employee to perform work in a trade, specialty or occupation, for which he does not hold the appropriate competency certificate.

2) Restriction:

An employer who, pursuant to Subsection 1), assigns an employee to perform work other than that of his trade, specialty or occupation, may not lay off the employee who was performing such work.

20.03 Callback:

1) General rule:

Any employee who has left work and is called back to work outside of standard hours without having been notified before the end of his working day shall receive a minimum of one (1) hour's pay at the applicable wage rate, provided such hours do not immediately precede his

standard working hours. The employer shall pay the equivalent of one (1) hour straight time for the time spent going to and from work.

Any employee called back under such conditions to perform work on a new construction site shall receive a minimum of two (2) hours' pay at the applicable wage rate in addition to one (1) hour straight time for the time spent going to and from work.

20.04 Bad weather compensation: Heavy residential construction:

In the case of heavy residential construction, any employee who reports to work at the express request of his employer or in the normal course of his employment who has not received notice to the contrary and who cannot start work as a result of bad weather is entitled to one (1) hour's pay at his wage rate, minus any hours actually worked, where applicable.

Nevertheless, such employee may not refuse to work when the employer assigns him to a job where he is protected from bad weather or supplies the employee with appropriate clothing. Moreover, when the employer so requires, the employee shall remain at the employer's disposal on the job site.

Division 21

WAGES

21.01

1) Light residential construction:

In the case of light residential construction, the applicable wage rates are those appearing in Schedule "R".

2) Heavy residential construction:

In the case of heavy residential construction, the applicable wage rates are those appearing in Schedule "R-1".

3) Special rule:

The wage rates applicable to work covered by the collective agreement and carried out on remote job sites, the James Bay project and hydroelectric projects north of the 55th parallel including the Great Whale project are those appearing in Schedule "R-2".

21.02 Payment of wages:

1) Method of payment:

- a) Wages shall be paid in full, in cash or by cheque payable at par, no later than Thursday of each week. With the employee's consent, however, the employer may pay the wages by means of a bank transfer.
- b) When Thursday or Friday is a holiday, the employee shall receive his pay no later than the preceding Wednesday.
- c) When payment is made by cheque, the cheque shall be dated no later than the date of the employee's pay day.
- d) Employers shall facilitate the cashing of cheques outside working hours for any employee working outside his region.
- e) For an employee on vacation, the payment of wages is postponed to no later than Thursday of the employee's next work week.
- f) An employee working a second shift or whose working hours are scheduled between 16:00 and 07:00 shall receive his weekly wages before the end of his work day starting on Wednesday.

- g) In the case of a layoff, resignation or dismissal, the employer shall pay the employee concerned, in accordance with the methods provided for under Article 21.02, the wages payable for the preceding calendar week.

However, wages payable for the week in progress, shall be paid, at the employee's discretion, by means of a bank transfer, or in person at the employer's office, or shall be received at the employee's residence no later than Friday of the following week.

2) Payment location:

- a) Wages shall be paid to an employee during working hours and in the work place.
- b) When, at the request of the employer, employees must go to the employer's office or to a place other than the job site to receive their wages either during working hours or outside working hours, the employer shall be responsible for paying the transportation costs and the necessary travel time, at the applicable wage rate.

3) Time of payment:

- a) When an employee does not receive his pay at the latest on Thursday before the end of the standard working day, the employer shall pay him on Friday in cash or by cheque, but in the latter case, he shall allow the employee the time needed to cash his cheque before the end of the standard working day with no loss in wages.
- b) When an employee is absent on pay day, the employer shall forward the employee's pay cheque to his residence, mailing it no later than Friday, unless the employee agrees with the employer to pick it up himself at another time.

4) Employment Statement:

When an employee is laid off or dismissed, or voluntarily leaves his employment, his employer shall give him his employment statement form on the day of his departure or mail such form to the employee's residence within five (5) days of his termination of employment.

5) Pay period and holdback:

Wages shall be paid at regular intervals, and more specifically, every Thursday, and shall cover wages payable for the preceding calendar week, extending from Sunday 00:01 to Saturday 24:00. However, when an employee is responsible for turning in his time sheet for payroll purposes and he fails to do so, at the latest, on the Monday preceding his pay day, the employer may hold back payment of the employee's wages for a one-week period.

6) Overdue payment:

For any waiting period for payment of wages different from the period provided for in Subsection 3) hereof, the employee shall receive compensation equal to two (2) hours straight time pay for each working day overdue, up to a maximum equal to the wages owing to him.

However, in the event of an act of God, the proof of which is incumbent upon the employer, the employee shall not receive such compensation.

For the purpose of this article, any delay that is caused by the employer, its employees or a defect in its material or equipment does not constitute an act of God.

7) Change in apprenticeship period or change in status:

In the course of his employment, any employee who receives notice from the Commission about a change in the apprenticeship period or a change in future status, as the case may be, shall, within ten (10) working days of receipt of

the notice from the Commission, give a copy of such notice to his employer.

21.03 Earnings statement:

- 1) The employer shall remit to each employee, with each payment of wages, an earnings statement giving the following information in the French language:
 - a) employer's name and address.
 - b) employee's family name, given name and social insurance number.
 - c) date of payment and the work period corresponding to the payment.
 - d) number of hours worked at each straight time rate.
 - e) number of hours worked at each higher rate.
 - f) the hourly wage rate(s) applicable.
 - g) gross amount of wages.
 - h) amount of vacation and holiday pay.
 - i) pay related to certain safety equipment.
 - j) nature and amount of each deduction, including union dues.
 - k) net wage.
 - l) employer's registration number with the Commission.
 - m) employer's license number with the Régie du bâtiment du Québec.
 - n) detailed cumulative total of all amounts for the pay period.
 - o) number of hours banked or debited and the balance of each of the employee's hour reserves (time banks).

- 2) When payment is made by cheque, the earnings statement may be the cheque stub.
- 3)
 - a) The amounts deducted for union dues and amounts deducted for pension fund contributions shall be entered by the employer on T-4 and RL-1 (Relevé-1) slips.
 - b) The employer shall deduct from an employee's pay, any amount as indicated by the employee for investment in a workers' fund.
- 4) The amounts deducted for union dues and contributions for employment insurance, the Quebec Pension Plan, a registered pension plan and/or a workers' fund shall be deducted from the employee's gross earnings before income tax deductions.

Division 22

PREMIUMS - HEAVY RESIDENTIAL CONSTRUCTION

22.01 Application:

This division shall apply to heavy residential construction.

22.02 Computation of premiums:

Payment of overtime is computed prior to the addition of the premiums payable under this division, i.e., the percentage of increase does not apply to the premiums.

22.03 Shift-work premium (differential):

- 1) General rule:

Any employee who works on a shift other than the first shift shall be paid a four percent (4%) hourly premium (differential) over and above the applicable wage rate for every hour so worked.

22.04 Change-in-work-schedule premium:

1) General rule:

When there is a change in the daily work schedule and the majority of working hours for the day in question cannot be performed within the time schedules provided for in Article 18.02, Subsection 1) c), where the work is not shift work, any employee who works under these conditions shall receive an hourly premium of four percent (4%) over and above the wage rate for his trade, specialty or occupation for every hour so worked.

2) Special rule: Cement-finisher:

Except when there is an agreement to modify the work schedule under Article 18.04, or the work consists of shift work, or there is a change in the work schedule, any cement finisher assigned to concrete pouring work and related operations after 18:00 shall receive an hourly premium of \$1.25 over and above the applicable wage rate for every hour so worked.

22.05 Height Premium:

1) General rule:

Any employee assigned to work on hanging scaffolds or in a suspended cage ten (10) or more metres above any surface shall receive an hourly premium of \$0.75 over and above the wage rate for his trade, specialty or occupation for every hour so worked.

2) Special rule: Elevator mechanic:

The premium specified in Article 22.05, Subsection 1) does not apply to an elevator mechanic assigned to elevator construction work.

22.06

1) Special rule: Tile setter: Polishing work:

Any tile setter assigned to polishing work on marble or terrazzo flooring using wet or dry equipment shall receive an hourly premium of \$1.00 for each hour so worked.

2) Special rule: Electrician: Asbestos decontamination work:

Any electrician assigned to high-risk asbestos removal work carried out inside a contaminated area shall receive a premium of twelve percent (12%) over and above his wage rate for each hour so worked seven days a week (Sunday to Saturday), including statutory holidays.

3) Special rule: Painter-joint pointer and plasterer-joint pointer: Joint pointing work:

Any employee assigned to joint pointing work with a bazooka shall receive an hourly premium of \$1.00 over and above the wage rate for his trade for every hour so worked.

Division 23

TRAVELLING AND PARKING EXPENSES

23.01 Definition:

Unless otherwise specified, the expression “travelling expenses” means expenses for transportation, room and board, and travelling time.

23.02

1) General rule:

During the standard working day, an employee’s round-trip travelling expenses from his employer’s place of business or head office to the job

site and back and between job sites shall be paid by the employer. When the employer provides transportation, it is exempt from such travelling expenses.

- 2) a) Any employer that provides transportation for its employees shall do so with vehicles that are suitable, heated and in compliance with the Highway Safety Code.

- b) Use of employee's vehicle: General rule:

No employee is required to use his vehicle for his employer's business. When, at the request of the employer, the employee uses his vehicle for the benefit of the employer, he shall receive compensation of \$0.40 per kilometre travelled, which is considered as covering all expenses relating to the employee's vehicle.

23.03 Parking:

- 1) **General rule:**

- a) When free parking is not available or the employer does not provide free parking to its employees within 500 metres' walking distance of the job site, the employer shall pay for any parking expenses incurred daily up to \$11.00, upon presentation of receipts, to any employee who works the number of hours established by the employer within the standard working day or who benefits from show-up pay as provided for in Article 20.01.
- b) When an employee is assigned to more than one job site during the same working day and is required to use his own vehicle for such travelling, he shall be entitled to reimbursement of his parking expenses, if any, upon presentation of receipts.
- c) When an employee is assigned to a job site and he is required to use his own vehicle to transport his tools or work clothes, he is

entitled to reimbursement of his parking expenses for the first day and the last day worked on the job site, upon presentation of receipts.

23.04 Travelling time:

- 1) **General rule:**

Time spent travelling to and from work prior to and after the standard working day is not part of the standard working day and shall not be remunerated, except in the case of an employee who drives the vehicle used to transport employees, for whom this time is included in the computation of working hours.

- 2) **Exception:**

Notwithstanding Subsection 1), when, at the employer's request, an employee reports to the head office of the employer or to any other location as determined by the latter, before or after the standard working day, he shall be paid his wage rate for travelling time, for any time exceeding the time normally required to travel to his place of work.

23.05 Employee's residence:

- 1) For the purpose of this division, the employee's residence is the one that appears on his competency certificate as issued by the Commission, including any changes appearing thereon.

The employee's residence, for the purposes hereof, shall be his main residence.

- 2) **Change of residence:**

The employer is required to pay the allowances specified in Article 23.06 to any employee who notifies it of any change of residence that is recognized by the CCQ and that entails additional expenses. However, any employee who fails to

declare in writing to his employer any change of residence entailing additional expenses shall not be entitled to an increase in the allowances specified in Article 23.06.

Any employee who fails to declare in writing to his employer any change of residence entailing a decrease in expenses shall reimburse the employer for the surplus of the allowance received.

The employer shall provide the employees with change of residence forms.

23.06 Compensation for travelling expenses:

1) Heavy residential construction:

In the case of heavy residential construction work, the employer shall pay as travelling expenses to any employee who completes the number of working hours set by the employer in the working day, or who benefits from show-up pay as specified in Article 20.01, the following compensation amount for each day of work:

- a) \$0.40 for every kilometre travelled over 40 kilometres, from the employee's residence to the job site using the preferred road between these two points.
- b) \$0.40 for every kilometre travelled over 40 kilometres, from the job site to the employee's residence using the preferred road between these two points.
- c) The preceding paragraphs shall not apply when the distance from an employee's residence to the job site is 120 or more kilometres using the shortest route between these two points.

2) Exclusion: Providing a vehicle:

Subsection 1) hereof does not apply when an employee uses a transportation vehicle provided by his employer for travelling before or after his work day.

23.07 Room and board:

When the distance between the employee's residence and the job site is 120 or more kilometres using the preferred road between these two points or when, at the employer's request, an employee agrees to take room and board within a distance of 120 kilometres of his residence and the employee performs the number of working hours scheduled by the employer in the working day or benefits from show-up pay as specified under Article 20.01, he shall receive as compensation for travelling expenses:

- a) \$87.00 per day worked for room and board, taking into account the employer's option as specified in Article 23.09. This amount shall be increased to \$91.00 starting April 27, 2008, and to \$95.00 starting April 26, 2009.

Any employee whose standard work schedule enables him to perform a complete week of work in less than five (5) days is entitled to compensation corresponding to five (5) days of work, except where the duration of a job on a particular job site is four (4) days or less.

- b) As transportation expenses, an amount equal to the round-trip fare charged by the public transportation system chosen by the employer for the employee to travel, at the employer's request, from his residence to the job site as well as any reasonable expenses incurred for room and board, upon presentation of receipts. Only one round-trip fare is reimbursed under this paragraph.

This paragraph does not apply, however, when an employee uses a transportation vehicle provided by the employer, except for any expenses incurred for room and board.

- c) As travelling time, the equivalent of the time it takes the employee to travel from his residence to the job site and return from the job site to his residence. Only one period of

travelling time (round-trip) is reimbursable under this paragraph. Such travelling time is calculated according to the following formula:

The distance between the employee's residence and the job site by the preferred overland road between these two points

_____ = Travelling time
80 Kilometres

However, when travel by airplane is the employer's chosen means of transportation, the time it takes an employee to travel from his residence to the airport, waiting time at the airport, and the time it takes the carrier to reach its destination shall be paid as travelling time at the employee's wage rate as appearing in the applicable schedule.

23.08 Calculating kilometres:

For the purposes of Articles 23.06 and 23.07, in case of disagreement between the employer and employee over the calculation of the distance between the employee's residence and the job site, the Streets and Trips software shall be used as a reference in the determination of such. The preferred road is determined by applying the default settings of the software and by using the postal code of the employee's residence and the job site.

23.09 Room and Board:

- 1) The compensation for room and board as provided for in Subsection 23.07 a) is not payable when an employer houses and feeds an employee in a camp (bunkhouse) or provides him with suitable room and board.

When the employer provides only lodging, compensation for room and board as specified in Article 23.07 a) is reduced to \$35.00. This amount shall be increased to \$37.50 starting April 27, 2008, and \$40.00 starting April 26, 2009.

- 2) In the case of maintenance and repair work lasting five (5) days or less for a particular employer, the employer may at any time decide to assume the travelling expenses of an employee already in its service prior to the beginning of a job, in place of the compensation provided for under this division, but, at a minimum, corresponding to these amounts. For the work covered in this subsection, the employee's residence is considered to be the employer's place of business in Quebec, to which the employee usually reports.
- 3) When an employer provides lodging to an employee, the employee may be lodged alone in his own room, when he so requests.

23.10 Ferry:

Solely for the purpose of applying Article 23.07, when an employee, at his employer's request, uses a ferry (excluding the Tadoussac-Baie-Sainte-Catherine ferry), the employer shall reimburse the fare paid by the employee to take such ferry, including any charge for his vehicle. The employer shall also pay him his wage rate for the crossing time as indicated on the Société des traversiers du Québec ferry schedule. The travelling distance shall be determined using the formula specified in Article 23.07, Paragraph c) and the time shown on the Société des traversiers du Québec schedule (e.g.: 1 hour = 80 km).

23.11 Payment of travelling expenses:

The travelling expenses specified under this division shall be paid separately from wages. Such payment may be deferred by one (1) week, except for the compensation specified in Article 23.07, Paragraph a), which may not be deferred.

23.12 Maintenance of compensation:

Regardless of the provisions of Article 23.07, an employee shall be entitled to compensation as provided for in this article for statutory holidays not

worked and days of bad weather not worked, when he puts in the working day preceding and following such statutory holidays and days of bad weather.

The employer shall continue to pay the compensation for room and board for days of work lost by an employee in a week during which he sustains an accident that does not require his hospitalization during such days, provided the employee does not leave the location for which he is being compensated.

Division 24

**ANNUAL VACATIONS AND
STATUTORY HOLIDAYS**

24.01 Statutory holidays:

- 1) a) The following days are statutory holidays: New Year's Day, Good Friday, Easter Monday, Journée nationale des Patriotes (Victoria Day), Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
- b) For the term of the collective agreement, statutory holidays not corresponding to compulsory annual vacation periods are taken as follows:

Journée nationale des Patriotes (Victoria Day):
May 21, 2007
May 19, 2008
May 18, 2009

Canada Day:
July 2, 2007
June 30, 2008
June 29, 2009

Labour Day:
September 3, 2007
September 1, 2008
September 7, 2009

Thanksgiving Day:
October 8, 2007
October 13, 2008
October 12, 2009

Remembrance Day:
November 12, 2007
November 10, 2008
November 9, 2009

Good Friday:
March 21, 2008
April 10, 2009
April 2, 2010

Easter Monday:
March 24, 2008
April 13, 2009
April 5, 2010

c) National Holiday Act:

The Fête nationale (National Holiday), or Fête de la Saint-Jean-Baptiste (Saint John the Baptist Day), is a statutory holiday for all employees, without exception. This statutory holiday is taken pursuant to the National Holiday Act (R.S.Q., c. F-1.1) and remuneration for such holiday shall be the compensation as specified.

In 2007, this statutory holiday shall be on June 25. In 2008 and 2009, it shall be on June 24.

24.02 Compulsory annual vacation pay, statutory holiday pay and sick leave pay:

1) Amount:

At the end of each week, the employer shall credit each employee with twelve percent (12%) of the wages earned during that week, as compulsory annual vacation pay, statutory holiday pay and sick leave pay, consisting of six percent (6%) for compulsory annual vacations, 5.5% for statutory holidays and 0.5% for sick leave. The

percentage credited for sick leave shall be increased to 1.0% starting April 27, 2008, and 1.5% starting April 26, 2009.

2) Employer's obligation:

The employer shall forward to the Commission with its monthly report the amounts so credited to each of its employees.

3) Reference period:

There are two (2) reference periods:

- a) First period: from January 1 to June 30.
- b) Second period: from July 1 to December 31.

4) Payment of compulsory annual vacation pay and statutory holiday pay:

- a) The Commission shall pay an employee the amount collected for the first reference period by means of a cheque mailed to the last known address of the employee concerned within the last eight (8) days of the month of November of the current year.
- b) The Commission shall pay an employee the amount collected for the second reference period by means of a cheque mailed to the last known address of the employee concerned within the last eight (8) days of the month of June of the following year.
- c) No one may claim pay for compulsory annual vacations and statutory holidays before December 1 or July 1, as the case may be.
- d) Regardless of Paragraph c), following the death of an employee, his legal heirs may claim his compulsory annual vacation pay and statutory holiday pay.

24.03 Interest:

Any interest on the amounts so collected with respect to compulsory annual vacations, statutory holidays and sick leave that is not used for the purposes and within the restrictions of the Act shall be paid pro rata to construction employees based on the vacation and holiday pay they receive.

24.04 Clinic expenses:

At any time, an employee who has incurred expenses on his own behalf or on behalf of a dependent for a stay in a clinic that is recognized by the Commission and that specializes in the treatment of alcoholism or drug addition or in therapy for compulsive gambling or conjugal violence, may authorize the Commission to pay, up to the amount of the compulsory annual vacation pay, statutory holiday pay and sick leave pay credited to him, such expenses for the stay as cannot be reimbursed under the public health insurance plan.

24.05 Compulsory annual vacations:

Each year, every employee is entitled to four (4) weeks of compulsory annual vacation, to be taken as follows:

1) Summer:

All construction job sites shall be closed during the following last two (2) full calendar weeks:

00:01, July 15, 2007 to 24:00, July 28, 2007

00:01, July 20, 2008 to 24:00, August 2, 2008

00:01, July 19, 2009 to 24:00, August 1, 2009

2) Winter:

All construction job sites shall be closed for two (2) full weeks for the Christmas and New Year's holiday period and, more specifically, between the following dates:

00:01, December 23, 2007 to 24:00,
January 5, 2008

00:01, December 21, 2008 to 24:00,
January 3, 2009

00:01, December 20, 2009 to 24:00,
January 2, 2010

3) **Optional vacation:**

An employee may take an additional week of vacation at any time of the year, provided the employer is not deprived of more than twenty-five (25%) of its employees at the same time on a job site. Any employee taking advantage of this provision shall notify his employer at least ten (10) working days prior to his departure date.

24.06 **Forbidden work and permitted work during compulsory annual vacations:**

1) **General rule:**

No person governed by the collective agreement may perform or order any work performed during compulsory annual vacation weeks, unless such work is emergency work and an agreement has been reached in accordance with Subsections 2), 3) and 4) of this article.

2) **Repair and maintenance work:**

In the case of repair and maintenance work during a compulsory annual vacation, any employee who agrees to carry out such work shall receive minimum pay equal to forty (40) hours of work per week at his wage rate, subject to the daily and weekly limits as specified in Division 18. Any such employee may postpone his annual vacation to a time agreed upon with his employer.

3) **Renovation and alteration work:**

In the case of renovation and alteration work, the employees and employer on a job site may agree to move the compulsory vacation periods. Unless he chooses another period approved by the employer, an employee who has agreed to the moving of these periods, then takes two (2) consecutive weeks between July 1 and August 31 of the same year or between December 1 and January 31 of the year, as the case may be. The Commission shall be notified of such agreement promptly.

4) **New construction work (Summer): Light residential construction:**

In the case of new light residential construction work, an employee may, at the employer's request, voluntarily move one (1) week or two (2) consecutive weeks of summer and winter vacation. In this case, the employee shall take one (1) week or two (2) consecutive weeks of vacation between July 1 and August 31 of the same year or between December 1 and January 31 of the year, as the case may be.

The employer shall notify the employees in its service of its intention to carry out work during the summer vacation period, no later than the preceding June 1, or during the winter vacation period, no later than the preceding November 1.

When an employee is hired after June 1, or after November 1, as the case may be, the employer shall inform the latter at the time of his hiring of its intention to carry out work during the summer vacation period.

The employer shall, within forty-eight (48) working hours of reaching such an agreement with an employee, notify the Commission and the representative signatory associations.

5) **Emergency work:**

When emergency work is to be carried out during compulsory annual vacations, the employer

may call back an employee who is willing to perform the work. Such employee shall be paid double time at his wage rate. Moreover, the employer shall notify the Commission thereof. Any such employee may postpone his annual vacation to a time agreed upon with his employer.

Division 25

SPECIAL LEAVE

25.01 Protection:

No employee shall be laid off or be subject to discriminatory or disciplinary measures because he has availed himself of special leave as granted under this division and the employer shall take him back into its employment on the first working day following any special leave granted under this division, on the condition that such employee has the experience needed to perform the work available in his trade, specialty or occupation. This article does not apply when an employee has received a layoff notice.

25.02 Illness, accident, death, wedding and birth:

Any employee is entitled to leave without pay for the following reasons, with the burden of proof being incumbent upon the employee:

- a)** In the case of an absence due to accident or illness, for a period not exceeding 12 months.
- b)** In the case of a serious accident or serious illness involving a member of his immediate family and requiring the assistance of another person for a maximum of three (3) days.

For the purpose of this paragraph, immediate family means the employee's father, mother, brother, sister, spouse, child and child of the employee's spouse.

- c)** In the case of his own wedding, for a maximum of five (5) days including one (1) day with pay, and the employer shall be notified at least ten (10) working days prior to such event.
- d)** In the case of the wedding of his father, mother, brother, sister, child or child of his spouse, for a maximum of two (2) days, and the employer shall be notified at least ten (10) days prior to such event.
- e)** In the case of the death of his brother-in-law, sister-in-law, father-in-law, mother-in-law, one of his grand parents or grandchildren, or his son-in-law or daughter-in-law, for a maximum of two (2) days. The employee shall notify his employer as soon as possible of such leave.
- f)** In the case of the death of his father, mother, spouse, child, the child of his spouse, or his brother or sister, for a maximum of five (5) days, one (1) day of which shall be paid leave. The employee shall notify his employer as soon as possible of such absence.

25.03 Summons to testify:

Employers shall grant leave without pay to any employee called to testify before a court having jurisdiction in any case concerning the interpretation of the Act and the collective agreement as well as any case concerning the enforcement of any law or regulation directly or indirectly related to the construction industry, including any safety regulation.

25.04 Juror:

When an employee is called upon to act as a juror, the employer shall grant him leave without pay every time the employee must appear in court as a jury candidate and for the entire period in which he is a juror, should such be the case. The Commission, upon presentation of the receipt from the court, shall

pay the employee, from the special compensation fund, the difference between the amount that the latter received as a juror and the wages that he would have received for the standard hours he would have worked during the same period.

25.05 Maternity, paternity and parental leave:

The terms and conditions of the Labour Standards Act regarding the taking of maternity, paternity and parental leave shall apply to the employees and employers governed by this collective agreement. For reference purposes, a summary of some provisions can be found in Schedule “O”.

Division 26

FRINGE BENEFITS*

26.01 Plans:

The life insurance, salary insurance and health insurance plans, as well as the supplementary pension plan are those as provided for under the regulation of the Commission. One or more complementary plans may be created to offer benefits in excess of a basic plan. In this case, however, any additional administrative cost to implement or operate a complementary plan shall be paid directly from the amounts accumulated for the plan in question.

Moreover, the moneys required to ensure the coverages provided under any such complementary insurance plans, which are transferred from the supplementary funds to the group providence fund, must be sufficient to cover the payment of benefits in excess of those provided for under a basic plan.

* Division 26 is an integral part of the “clauses common to all sectors”.

In order to guarantee the permanent nature of the insurance plans, the parties in collaboration with the Commission carried out a review of the plans. This review has allowed the introduction of automatic control mechanisms guaranteeing the financial autonomy of the insurance plans during the term of the collective agreement and has allowed the establishment of a mechanism for the use of surpluses.

26.02 Decisions concerning use of funds:

Subject to any applicable legislative provision, decisions concerning the use of social security funds are binding on the Commission, and such decisions are made by the committee set up by the Minister under Section 18 of the Act.

26.03 Employer and Employee contributions:

1) Employer contribution:

- a) Starting May 1, 2007, the contribution paid by the employer for any employee governed by the collective agreement, with the exception of apprentices, is \$5.355 per hour worked, consisting of \$1.85 for the group providence fund and \$3.505 for the pension fund.

The employer contribution to the pension fund shall include a contribution for past service of \$2.185 and a contribution for current service of \$1.32.

This breakdown may be changed from time to time, in accordance with the provisions of the Regulation governing social benefits (fringe benefits), it being agreed that past service only covers hours worked prior to December 26, 2004.

- b) The contribution paid by the employer for any apprentice governed by the collective agreement is \$4.615 per hour worked as of May 1, 2007, consisting of \$1.85 for the group providence fund and \$2.765 for the pension fund.

The employer contribution to the pension fund shall include a contribution for past service of \$2.185 and a contribution for current service of \$0.58.

This breakdown may be changed from time to time, in accordance with the Regulation governing social benefits (fringe benefits), it being agreed that past service only covers hours worked prior to December 26, 2004, all the while maintaining a difference of \$0.74 in the contribution for current service paid for a journeyman and for an apprentice.

- c) In addition to the amounts specified in Paragraphs a) and b), as of April 26, 2009, \$0.10 per hour worked shall be paid into the group providence fund.

2) Employee contribution:

The contribution deducted by the employer from the wages of every employee governed by the collective agreement is \$0.80 for every hour worked plus any contributions as established under special rules, where applicable.

The contribution deducted by the employer from the wages of an employee shall be modified, in accordance with the provisions of the Regulation governing social benefits (fringe benefits), when, for the pension plan, the sum of the employer contribution for current service and the employee contribution exceeds the maximum of 18% of the sum of the employee's wage rate plus compulsory annual vacation pay and statutory holiday pay. Any excess amount shall reduce the employee contribution specified under a special rule.

3) Remittance to Commission:

An employer shall forward to the Commission at the same time as the monthly report specified under the Regulation respecting records, its monthly report, notices from the employers, the name of a designated representative, its own contribution and the contribution deducted on behalf of its employees.

4) Payment of administrative fees:

Regardless of Section 162 of the Supplemental Pension Plans Act, the Commission may debit directly from the contributions received under the fringe benefit plans all amounts required to pay any expenses incurred in its administration of said plans.

26.04 Special rule: Elevator mechanic:

Application of the provisions set forth under this division shall be suspended for elevator mechanics governed by the Canadian Elevator Industry Welfare Plan and the Canadian Elevator Industry Pension Plan.

In such case, however, the employer's contribution shall correspond to the contribution established under Article 26.03, Subsection 1).

26.05 Special rules: Electrician and security systems installer:

The employer and employee contributions paid into the fringe benefits plans for electricians and security systems installers are as follows:

1) Employer contribution:

- a) Starting May 1, 2007, the contribution paid by the employer on behalf of a journeyman is 1.5% of the electrician wage rate plus \$5.105. This contribution includes the contribution specified under Article 28.03, consisting of \$1.85 for the group providence fund and \$3.505 for the pension fund. Any surplus in relation to the employer contribution as provided for in Article 26.03 shall be payable to the supplementary group providence fund.
- b) Starting May 1, 2007, the contribution paid by the employer on behalf of an apprentice is 1.5% of the electrician wage rate plus \$4.365. This contribution includes the con-

tribution specified under Article 28.03, consisting of \$1.85 for the group providence fund and \$2.765 for the pension fund. Any surplus in relation to the employer contribution as provided for in Article 26.03 shall be payable to the supplementary group providence fund.

- c) The employer contribution to the pension fund shall include a contribution for past service, the amount of which shall be the same as the amount resulting from the application of Article 26.03 for the other employees.
- d) In addition to the amounts specified in Paragraphs a) and b), as of April 26, 2009, \$0.10 per hour worked shall be paid into the group providence fund.

2) Employee contribution:

The contribution deducted by the employer from the wages of an electrician-journeyman is 8.5% of the wage rate for the electrician trade plus \$0.60 per hour worked. The contribution deducted by the employer from the wages of a security systems installer-journeyman is 8.5% of the wage rate for the security systems installer trade plus \$0.20 per hour worked.

The contribution deducted by the employer from the wages of an apprentice electrician and apprentice security systems installer is \$0.80.

- 3) The contribution deducted by the employer from the wages of an employee shall be modified in accordance with the provisions of the Regulation governing social benefits (fringe benefits), when, for the pension plan, the sum of the employer contribution for current service and the employee contribution exceeds the maximum of 18% of an employee's wage rate plus compulsory annual vacation pay and statutory holiday pay. Any excess amount shall reduce the contribution deducted by the employer from the employee's wages.

- 4) The administrative costs for this special plan are paid in accordance with Article 26.01.
- 5) The employer shall forward to the Commission at the same time as the monthly report specified under the Regulation respecting records, its monthly report, notices from the employers, the name of a designated representative, its own contribution and the contribution deducted from its employees.

26.06 Contributions: Special rules:

- 1) **Bricklayer-mason:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.25 per hour worked for the bricklayer journeyman, \$1.00 per hour worked for the 3rd period apprentice, \$0.75 per hour worked for the 2nd period apprentice and \$0.30 per hour worked for the 1st period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 2) **Insulator:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$2.13 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 3) **Tile setter and general helper (tile setter):** The employee contribution deducted from the wages of a journeyman, an apprentice and a general helper (tile setter) is as specified in Article 26.03, Subsection 2) plus \$1.25 per hour worked for the journeyman, \$1.00 per hour worked for the general helper (tile setter) and 3rd period apprentice, \$0.75 per hour worked for the

2nd period apprentice and \$0.30 per hour worked for the 1st period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 4) **Carpenter-joiner:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.90 per hour worked for the journeyman and \$0.26 per hour worked for the apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 5) **Boilermaker:** The employee contribution deducted from the wages of a journeyman, a welder-boilermaker and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.65 per hour worked for the journeyman and welder-boilermaker.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 6) **Cement finisher:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.75 per hour worked for the journeyman and 2nd period apprentice and \$0.50 per hour worked for the 1st period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 7) **Roofer:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection

2) plus \$1.75 per hour worked for the journeyman and \$0.25 per hour worked for the apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 8) **Tinsmith:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.75 per hour worked for the journeyman, \$0.25 per hour worked for the 1st period apprentice, and \$0.75 per hour worked for the 2nd and 3rd period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 9) **Reinforcing steel erector:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.25 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 10) **Refrigeration mechanic:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.50 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 11) **Crane operator:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.90 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 12) Millwright:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.61 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 13) Fire-protection mechanic:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.50 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 14) Structural steel erector:** The employee contribution deducted from the wages of a journeyman, an apprentice and a welder from this trade is as specified in Article 26.03, Subsection 2) plus \$1.25 per hour worked for the journeyman and the welder.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 15) Erector-mechanic (glazier):** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.75 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 16) Flooring specialist-sander:** The employee contribution deducted from the wages of a journeyman and an apprentice from this specialty is as specified in Article 26.03, Subsection 2) plus \$0.90 per hour worked for the journeyman and \$0.26 per hour worked for the apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 17) Painter and painter-joint pointer:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.50 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 18) Plasterer:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.75 per hour worked for the journeyman and 3rd period apprentice, \$0.50 per hour worked for the 2nd period apprentice and \$0.20 per hour worked for the 1st period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 19) Plasterer-joint pointer:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.75 per hour worked for the journeyman and 3rd period apprentice, \$0.50 per hour worked for the 2nd period apprentice and \$0.15 per hour worked for the 1st period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 20) Resilient flooring layer:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.95 per hour worked for the journeyman and \$0.70 per hour worked for the apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 21) Interior systems installer:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$0.90 per hour worked for the journeyman and \$0.26 per hour worked for the apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 22) Ornamental ironworker:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.25 per hour worked for the journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 23) Pipefitter and pipe welder, including pipeline, distribution system and supply system welder:**

The employee contribution deducted from the wages of a journeyman and an apprentice, as well as a pipe welder including a pipeline, distribution system and supply system welder, is as specified in Article 26.03, Subsection 2) plus \$1.69 per hour worked for the journeyman and the pipe welder including a pipeline, distribution system and supply system welder.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 24) Various occupations:** The employee contribution deducted from the wages of an asphalt plant operator, crusher operator, hoisting equipment operator, pump and compressor operator, stationary or portable mixing plant operator, heavy equipment welder, heavy equipment serviceman and tire and body repairman is as specified in Article 26.03, Subsection 2) plus \$0.90 per hour worked.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 25) Occupations:** The employee contribution deducted from the wages of employees plying an occupation, with the exception of the employees specified in the preceding subsection and truck drivers, is as specified in Article 26.03, Subsection 2) plus \$0.60 per hour worked.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 26) Heavy equipment operator, shovel operator, heavy equipment mechanic and truck driver:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$1.50 per hour worked for a heavy equipment operator journeyman, shovel operator journeyman and heavy equipment mechanic journeyman.

As of December 30, 2001, the employee contribution deducted from the wages of a heavy equipment operator-class B is as specified in Article 26.03 plus \$1.43 per hour worked. In the case of a truck driver-class A, B or C, the additional amount is \$1.03 per hour worked for the

truck driver-class A, \$0.90 per hour worked for the truck driver-class B and \$0.85 per hour worked for the truck driver-class C.

Where applicable, the employee contributions as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

27) Elevator mechanics not governed by the Canadian Elevator Industry Welfare Plan and the Canadian Elevator Industry Pension Plan: The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 26.03, Subsection 2) plus \$2.74 per hour worked for the journeyman, \$0.18 per hour worked for the 1st period apprentice, \$0.77 per hour worked for the 2nd period apprentice, \$1.37 per hour worked for the 3rd period apprentice, and \$2.25 per hour worked for the 4th period and 5th period apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

Division 27

SAFETY, HEALTH AND WELFARE

27.01 General rule:

An employer shall take all necessary measures to protect the health and ensure the safety, physical integrity, well being and industrial hygiene of its employees.

An employee shall also take all necessary measures to protect his own health, safety and physical well-being and shall be careful not to put the health, safety or physical well-being of any other person on the job site at risk.

An employer may not force an employee to sign a document or agree to any conditions that would limit his rights with respect to occupational health and safety.

27.02 Dangerous working conditions:

- 1) An employee may refuse to perform a job when he has sufficient reason to believe that the performance of such work would expose him to a risk to his health, safety or physical well-being or could expose another person to such risk.
- 2) An employee may not refuse to perform his work when such refusal puts the life, health, safety or physical well-being of another person at immediate risk or when the conditions for the performance of such work are normal given the type of work he does.
- 3) Sections 12 to 31 of the Act respecting occupational health and safety shall apply to an employee's right of refusal.
- 4) An employer may not dismiss, suspend, or bump an employee, take discriminatory action against him, subject him to reprisals, or impose any other sanction on him because the employee exercised his right as conferred under Subsection 1).

However, within ten (10) days of a final decision, an employer may dismiss, suspend or bump the employee concerned or impose another sanction on such employee, when the employee has abused this right.

27.03 Recourse:

Any employee who believes that he has been dismissed, suspended, bumped, has had a disciplinary measure taken against him, has been subject to a reprisal or has had any other sanction imposed on him because he exercised a right or duty related to work health and safety, may use the grievance procedure as provided for in the collective agreement, or

at his discretion, may file a written complaint with the CSST within thirty (30) days of the sanction or measure in question.

The preceding paragraph shall not prevent an employer from taking disciplinary action against an employee who refuses to fulfill his obligations in matters of work health and safety.

27.04 Night work:

Any employee assigned to work on a job site outside the working hours stipulated in Division 18 shall be accompanied by another employee when his safety is at risk.

27.05 Equipment:

1) Employer's obligation:

The employer shall provide employees free of charge with all means and equipment for individual and group protection as required under the Safety Code for the Construction Industry or as required by the employer. The employer shall also provide free of charge when weather conditions so require, any necessary clothing, including gloves, rainsuits and rubber boots.

No employee shall perform work on a job site when he does not have the equipment and clothing necessary to his protection.

2) Liability clause:

When any of the equipment or clothing used by an employee and supplied to him by the employer under this division is lost, broken, altered or damaged, whether intentionally or through negligence, the employee in question shall be liable for such.

3) Limitation:

Subsection 1) hereof shall not be interpreted as obliging the employer to provide the personal

clothing that an employee needs in order to carry out the duties related to his trade, specialty or occupation.

4) Compensation related to some safety equipment:

The employer shall pay an employee \$0.45 for each hour actually worked, for meeting his obligation to supply safety boots, and hard hats and related accessories. This amount shall be paid as compensation and shall be added to an employee's net pay.

In the case of heavy residential construction, this amount shall be increased to \$0.50 starting May 20, 2007, \$0.55 starting April 27, 2008, and \$0.60 starting April 26, 2009.

In the case of light residential construction, this amount shall be increased to \$0.50 starting December 30, 2007, \$0.55 starting December 28, 2008, and \$0.60 starting December 27, 2009.

27.06 First aid:

- 1) The principal contractor shall ensure the presence at all times during working hours of at least one (1) first-aid attendant on a shift to which ten (10) to fifty (50) employees are assigned. An employer who has at least ten (10) employees in its service at the same time on the same job site shall make sure that the principal contractor has provided and ensured the presence of a first-aid attendant. The first-aid attendant(s) shall be identified as such by wearing a hard hat marked with a cross.
- 2) The employer shall ensure that its employees have access on the job site, at all times, to a first-aid kit containing the following, at the minimum:

A first-aid manual.

An instrument box containing:

- twelve (12) safety pins
- one (1) pair of tweezers
- one (1) pair of scissors
- one (1) pair of latex gloves
- twelve (12) 1"x 3" sterile plastic bandages
- six (6) 4" x 4" sterile gauze bandages
- two (2) 2" x 5" gauze bandages
- two (2) triangular bandages
- one (1) roll of adhesive tape (1" x 10 yd.)
- five (5) antiseptic pouches
- two (2) 4" sterile compresses

27.07 Accident victim:

- 1) An employee who suffers from an employment injury shall report the injury to his employer before leaving work when he is able to do so, otherwise, as soon as possible.
- 2) When an employee, owing to an employment injury, is unable to continue his work, he shall receive the wages he would have normally received for the day in question.
- 3) The employer or the principal contractor shall provide immediate first-aid assistance to any employee who sustains an employment injury, and, as needed, have him taken to a health-care facility or health-care professional or have him taken home, as his condition requires.

27.08 Return to work:

When an employee who has sustained an employment injury returns to work, his employer shall pay him his net wages for each day or part of a day where such employee must be absent from work to receive medical care or undergo medical examinations in relation to his injury or to participate in an activity as part of his individual rehabilitation plan.

The CSST shall reimburse the employer, upon request, for any wages that it has paid under the preceding paragraph, except when the employee was

absent from work in order to undergo a medical examination required by the employer.

27.09 Meal room:

An employer with at least ten (10) employees working more than seven (7) days shall provide a room for them to have their meals. This room shall:

- 1) be adequately lit and ventilated.
- 2) be heated to a minimum temperature of 21° C.
- 3) be kept clean at all times.
- 4) be equipped with clothing hooks.
- 5) be equipped with a sufficient number of tables and seats for the number of employees who are to have their meal at the same time.
- 6) be equipped with covered garbage bins.
- 7) not be used to store materials, equipment or tools.

27.10 Communication methods:

During working hours, the employer shall take the measures needed to see that employees can be quickly notified, when they cannot be reached directly, in the event of an emergency involving a member of their family.

TOOLS AND WORK EQUIPMENT

28.01 Tools:

1) Supplying tools: Employee:

Unless otherwise specified below, any employee who practises a trade shall supply his own tools in keeping with the customs of the trade.

- a) The tools to be supplied by an electrician are listed in Schedule F.
- b) The tools to be supplied by a refrigeration mechanic are listed in Schedule F-1.
- c) A committee is set up by the signatory parties to the collective agreement, all in accordance with the provisions of Schedule “L”.

2) Supplying tools: Employer:

The employer shall supply free of charge to his employees:

- a) all pneumatic, electric, gas and battery-powered tools, as needed.
- b) all work tools and clothes for employees using corrosive chemicals or working with epoxy based materials.
- c) all tools needed for cutting and welding pipes or any other material.

3) Responsibility:

When an employer supplies tools, instruments or equipment to one of its employees, the latter shall use them properly, store them in the place designated by the employer and return them to the employer in good condition, taking into account normal wear. Any employee who contravenes this subsection may be subject to a disciplinary measure.

4) Special rule:

The employer shall supply the following tools free of charge to the employees of the following trades when necessary:

For bricklayer-masons: Line, cleaning brushes, and chisels used to shape and cut stone, marble and granite.

For tile setters: Rubber trowels, sponges, putty knives, rubber gloves needed for cutting marble and granite, grinder, ceramic tile knife blade and notched 3/8” trowel.

For electricians: Welder’s gloves, elbow pads, kneepads, bolero, or depending on the case, welder’s jacket.

For resilient flooring layers: hand cleaners that do not irritate the skin including Nordo and Capri 50, as well as hacksaw blades, knife blades, powder and chalk.

For joint pointers and plasterers: knife blades and chalk line powder.

28.02 Sharpening tools:

An employer shall provide tool sharpening services to employees free of charge.

28.03 Storage of tools and work clothes:

In the case of heavy residential work, an employer shall provide its employees with an easily accessible place that can be locked for the storage of their tools and work clothes.

28.04 Loss of tools and work clothes:

1) General rule:

- a) Any employee in the service of an employer or when hired, shall give his employer an

up-to-date inventory of the personal tools he will supply. The employee and employer shall agree on such inventory. The employer may, at any time, check the accuracy of this inventory.

- b) The employee shall provide the vouchers needed to determine the value of such tools.
- c) When an employee has submitted the inventory specified in Paragraph a) to his employer and an agreement on such has been reached, in the event of and following a fire or a break-in, the employer shall compensate the employee or shall provide replacement tools or clothes of equal value for any real loss of said tools or work clothes, as stored in a location agreed upon with the employer.
- d) At the employer's request, the employee shall be required to provide sufficient proof of such loss.

28.05 Welding:

1) General rule:

- a) When a welder is required by the employer, and because of the requirements of the job assigned to him, to write the exam under the Act respecting pressure vessels (R.S.Q., c. A-20.01) or to renew his certificate issued by the Canadian Welding Bureau, the employer shall assume the registration fees as well as the time required and the travelling expenses related to the exam.
- b) When a high-pressure welder is required by his employer to undergo a secondary skills test, the employer shall pay the employee his wage rate for the time needed to take the test and shall reimburse any related travelling expenses.
- c) A welder who writes an exam may obtain a copy of the exam report from his employer upon request when he is laid off.

- d) When he is welding a high-pressure joint, a welder may not be assigned to any other work, until he has finished a weld pass.
- e) An electrician shall connect a welding machine to a junction box. Unless repairs are necessary, a welding machine in operation is under the sole supervision of the welder.

Any welding related to electrical installation work shall be performed on a priority basis by an electrician qualified to perform such work.

Division 29

TRAINING PLAN CONCERNING DEVELOPMENT AND RETRAINING FOR THE PURPOSE OF IMPROVING THE INCOME AND EMPLOYMENT OF RESIDENTIAL SECTOR WORKERS

29.01 Definition:

As of the effective date of this collective agreement, a training plan for residential sector workers shall be established and called the "Residential Sector Workers Training Plan", hereinafter referred to as the "residential training plan."

29.02 Purpose:

The purpose of the residential training plan is to improve the skills of residential sector workers in order to promote their employment, adaptation, job integration, mobility and greater employment and income stability.

The purpose of the residential training plan is also to provide funding for development and retraining activities for residential sector workers, taking into consideration the training needs of this sector.

29.03 By-laws and guidelines:

The by-laws and guidelines governing the residential training plan appear in Schedule “G” of the agreement.

29.04 Contribution and financial resources:

Employers are required to remit to the Commission, along with their monthly report, a contribution of \$0.20 for every hour worked by each of their employees in the month preceding their report.

The monies accumulated in the training plan fund established under Section 2 of the Decree amending the Construction Decree passed by Order in Council 1883-92 on December 16, 1992, and used to pay for hours worked in the residential sector, as well as any other funds so used since December 15, 1995 shall be transferred and paid by the Commission into the residential training plan fund, in accordance with Section 126.03 of the Act.

The monies so accumulated, the employers’ contributions, and any interest and investment income earned shall constitute the financial resources for the purpose of the residential training plan.

Division 30

SPECIAL COMPENSATION FUND*

30.01 Make-up of fund:

The employer is required to remit to the Commission, along with its monthly report, \$0.02 for every hour worked by each of its employees in the month preceding the report. The amounts so collected go to constitute a special compensation fund for which the Commission acts as fiduciary and which it shall administer solely in accordance with the modalities

established by the Joint Committee on Construction. This special compensation fund shall be used to compensate employees for any loss in wages within the limits provided for under this division.

For the sole purpose of this division, the word “wages” means payment in currency, vacation pay, the employer’s contribution to the construction industry’s fringe benefit plan and travelling expenses. The fund, in addition to compensating employees for any loss in wages, shall be used to pay union dues for the compensation period to the union concerned.

30.02 Compensation:

The losses in wages covered by the fund are as follows:

- a) Any loss in wages incurred further to a bankruptcy, receiving order, transfer of property, arrangement proposal, consumer proposal, voluntary deposit or the liquidation of a company due to insolvency, as well as any loss incurred further to a writ of execution following a judgment rendered against an employer for a maximum of \$5,000 per employer being deemed not to have been carried out in full or in part. For any amount greater than this \$5,000 maximum, any decision regarding the execution of a judgment rendered against an employer or regarding the bankruptcy of such employer is the responsibility of the Commission’s board of directors.
- b) The reimbursement of wages whenever an employee, who has been granted leave without pay by his employer, is summonsed to court as a jury candidate and throughout the entire period during which he must serve as a juror, when such is the case. The Commission shall, on presentation of a court receipt, pay the employee the difference between the amount he received for jury duty and the equivalent of the wages that he would have received for the standard working hours that he would have worked during the same period.

* Division 30 is an integral part of the “clauses common to all sectors”.

- c) Any loss further to his employer's issuing a cheque without sufficient funds as well as any loss further to the non-payment of wages by an employer that has terminated its operations for at least sixty (60) days in the construction industry, for up to four (4) weekly pay periods.
- d) Also, within the limits of Paragraph a), any compensation as ordered under an approved arbitration award and based on the wages lost by the employee, or as stated in a judgment rendered following such arbitration award, ordering the payment thereof.
- e) The compensation fund, in the cases provided for in Paragraph a) of this article shall not compensate a claim for more than six (6) weeks' where an employee did not submit a complaint in the six (6) weeks following the beginning of the contravention of the collective agreement.
- f) The compensation fund shall pay no amount for any person who does not hold a competency certificate as required by the Commission.
- g) The compensation fund shall not pay for credit hours, except in the case of the hour reserves (time banks) established under Article 19.04 of the collective agreement for the residential sector.
- h) The Commission may, by unanimous decision of its board of directors, authorize the payment of a claim that would have normally required prior legal proceedings and a judgment.
- i) The compensation fund shall pay no amount to any member of a company or, in the case of a corporation, to any of its directors, managers or officers, or to any shareholder owning more than 20% of the voting shares of such company. For any person herein specified, who is not entitled to compensation by

the above fund, employers are not required to pay \$0.02 for every hour worked as specified in the first paragraph of Article 30.01.

- j) No claim further to any written or verbal agreement between an employer and an employee regarding piece-work, whether or not related to a system of incentives or performance bonuses, or a lump sum or flat rate, is eligible, barring any provision to the contrary in the collective agreement.

30.03 Restrictions:

- 1) Any claim under Article 30.02, Paragraphs c) and d) shall be examined and settled by the Commission within thirty (30) days of its filing.
- 2) An employee may only submit one (1) claim, as specified under Article 30.02, Paragraphs c) and d), involving the same employer within a twelve 12 month period, except when the employer in question has reimbursed the amounts paid by the fund to the employee claimant, including any costs incurred by the Commission.

30.04 Claims recourse:

Whenever the fund is required to compensate employees, the Commission shall promptly claim from the employer any amounts owing to the employees in question and shall notify the Régie du bâtiment du Québec thereof within thirty (30) days.

Division 31

APPLICATION OF THE COLLECTIVE AGREEMENT

31.01 Provisions contrary to the Act:

Any provision of this collective agreement that is contrary to the Act or its regulations shall be considered null and void.

The nullity of such provision, however, shall in no way affect the validity of the other provisions hereof.

31.02 Compliance with the collective agreement:

The working conditions established under this collective agreement constitute a minimum with which to comply. Accordingly, any express or tacit renunciation of the provisions of this collective agreement shall be considered null and void and may not be invoked by an employer in the case of a claim or lawsuit.

31.03 Claim:

The representative association or the union may have the Commission exercise all the recourses granted to any employee it represents under the Act and this collective agreement, without having to prove an assignment of claim by the employee concerned.

31.04 Piecework:

Any agreement providing for a method of remuneration other than the method stipulated under this collective agreement shall be strictly prohibited.

31.05 Priority of the French text:

The French text of this collective agreement shall prevail. No English version may be used in opposition to the French text.

31.06 Communication:

All directives shall be given to employees in French. In addition, all documents that employees must fill out, sign or read shall be written in French.

31.07 Residential interpretation committee:

1) Constitution:

Upon the coming into effect of the collective agreement, the signatory parties shall set up an interpretation committee and shall advise the director of the Directorate, Application of Collective Agreements, Commission de la Construction du Québec.

2) Purpose:

It is the desire of the signatory parties that any disagreement over the interpretation of the collective agreement be settled as quickly as possible and that any interpretation as issued by the Commission be in keeping with the wishes of the signatory parties.

The committee shall provide an opinion to the Commission on any disagreement over the interpretation of the collective agreement and shall make any recommendations likely to settle said disagreement.

3) Composition and quorum:

The residential interpretation committee shall be composed of ten (10) members, designated or appointed as follows:

- five (5) union representatives designated by the representative signatory associations.
- five (5) employer representatives designated by the sector-based employers' association.

Quorum for meetings consists of at least two (2) representatives from each party and to be valid any opinion or recommendation put forth by the committee must receive unanimous consent.

An advisor designated by the director of the Directorate, Application of Collective Agreements, shall assist the committee members.

4) Procedure:

The representative association, the union or the sector-based employers' association may submit any disagreement over the interpretation of the collective agreement in writing to the Commission without having to prove an assignment of claim by the party concerned.

Notice in writing shall be conveyed to the director of the Directorate, Application of Collective Agreements, and shall contain a brief description of the disagreement and parties concerned. The director shall convene the members of the residential interpretation committee within two (2) working days of receiving such notice in writing, to a meeting to be held within three (3) working days of such convocation.

Moreover, any proposed change to an application directive and any new application directive from the Commission pertaining to a provision of the collective agreement shall be submitted to the residential interpretation committee for approval prior to publication.

When the members agree, the Commission then issues a directive in keeping with such agreement. When the members fail to agree, the Commission shall then issue the interpretation of its choosing within five (5) working days of the meeting.

**31.08 Monthly report to Commission:
Consultation of reports:**

Upon request, any representative association and the sector-based employers' association may consult the monthly reports to the Commission at the latter's offices. The Commission shall allow the authorized representative of the organization concerned to consult such reports.

The authorized representative of the organization concerned may also make a request by telephone after first identifying himself. If the Commission has doubts about the identity of the representative, it shall

call the representative back at the telephone number corresponding to its contact information. The required information may then be transmitted by fax or by email to the fax number or email address of the organization in question.

Within thirty (30) days of the signing of the collective agreement, every organization shall convey to the Commission a list of all its representatives who are duly authorized to submit an information request as specified herein; such list shall include their telephone number, fax number and email address. The organizations shall notify the Commission of any changes to this list.

Division 32

**COLLECTIVE AGREEMENT MODIFICATION
PROCEDURE**

32.01 The Association provinciale des constructeurs d'habitations du Québec and the representative signatory associations may together and at any time correct any provision of this collective agreement containing writing errors, calculation errors or other technical error, or that gives rise to an interpretation contrary to their common intention.

Any other change agreed upon by the Association provinciale des constructeurs d'habitations du Québec and the representative signatory associations shall be submitted for ratification in accordance with Sections 44.1 and 44.2 of the Act.

EFFECTIVE DATE AND TERM OF THE
COLLECTIVE AGREEMENT

33.01 Term:

1) Effective date:

- a) This collective agreement shall come into effect on May 20, 2007.

2) Expiry:

This collective agreement shall expire on April 30, 2010.

33.02 Terms and conditions maintained:

On the expiry of the collective agreement, each and every of the expired terms and conditions shall be maintained until the new collective agreement comes into effect, provided no illegal strike or work slow-down has been ordered, carried out, encouraged or supported by any of the representative associations or their affiliated unions or one of their representatives.

SCHEDULE “R”

WAGES

LIGHT RESIDENTIAL CONSTRUCTION
(Art. 21.01 1)

	HOURLY WAGE			
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Bricklayer-mason	27.62	28.47	29.32	30.17
apprentice - period 1	16.57	17.08	17.59	18.10
apprentice - period 2	19.33	19.93	20.52	21.12
apprentice - period 3	23.48	24.20	24.92	25.64
Insulator	28.43	29.28	30.13	30.98
apprentice - period 1	17.06	17.57	18.08	18.59
apprentice - period 2	19.90	20.50	21.09	21.69
apprentice - period 3	24.16	24.89	25.61	26.33
Tile setter	27.62	28.47	29.32	30.17
apprentice - period 1	16.57	17.08	17.59	18.10
apprentice - period 2	19.33	19.93	20.52	21.12
apprentice - period 3	23.48	24.20	24.92	25.64
Carpenter-joiner	27.07	27.92	28.77	29.62
apprentice - period 1	16.24	16.75	17.26	17.77
apprentice - period 2	18.95	19.54	20.14	20.73
apprentice - period 3	23.01	23.73	24.45	25.18
Boilermaker	28.43	29.28	30.13	30.98
apprentice - period 1	17.06	17.57	18.08	18.59
apprentice - period 2	19.90	20.50	21.09	21.69
apprentice - period 3	24.16	24.89	25.61	26.33
Cement finisher	26.74	27.59	28.44	29.29
apprentice - period 1	18.72	19.31	19.91	20.50
apprentice - period 2	22.73	23.45	24.17	24.90
Roofer	28.43	29.28	30.13	30.98
apprentice - period 1	24.16	24.89	25.61	26.33

SCHEDULE “R”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Electrician	28.43	29.28	30.13	30.98
apprentice - period 1	14.21	14.64	15.07	15.49
apprentice - period 2	17.06	17.57	18.08	18.59
apprentice - period 3	19.90	20.50	21.09	21.69
apprentice - period 4	24.16	24.89	25.61	26.33
Tinsmith	28.43	29.28	30.13	30.98
apprentice - period 1	17.06	17.57	18.08	18.59
apprentice - period 2	19.90	20.50	21.09	21.69
apprentice - period 3	24.16	24.89	25.61	26.33
Reinforcing steel erector	27.78	28.63	29.48	30.33
apprentice - period 1	23.61	24.34	25.06	25.78
Refrigeration mechanic	28.43	29.28	30.13	30.98
apprentice - period 1	14.21	14.64	15.07	15.49
apprentice - period 2	17.06	17.57	18.08	18.59
apprentice - period 3	19.90	20.50	21.09	21.69
apprentice - period 4	24.16	24.89	25.61	26.33
Crane operator-Class A	27.18	28.03	28.88	29.73
apprentice - period 1	23.10	23.83	24.55	25.27
Crane operator-Class B	26.28	27.13	27.98	28.83
apprentice - period 1	22.33	23.06	23.78	24.51
Security systems installer	22.38	23.23	24.08	24.93
apprentice - period 1	13.43	13.94	14.45	14.96
apprentice - period 2	15.66	16.26	16.86	17.45
apprentice - period 3	19.02	19.75	20.47	21.19

SCHEDULE “R”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Elevator mechanic	31.72	32.57	33.42	34.27
apprentice - period 1	15.86	16.29	16.71	17.14
apprentice - period 2	19.03	19.54	20.05	20.56
apprentice - period 3	22.21	22.80	23.39	23.99
apprentice - period 4	26.96	27.68	28.41	29.13
apprentice - period 5	26.96	27.68	28.41	29.13
Millwright	28.43	29.28	30.13	30.98
apprentice - period 1	17.06	17.57	18.08	18.59
apprentice - period 2	19.90	20.50	21.09	21.69
apprentice - period 3	24.16	24.89	25.61	26.33
Heavy equipment mechanic	27.44	28.29	29.14	29.99
apprentice - period 1	16.46	16.97	17.48	17.99
apprentice - period 2	19.21	19.80	20.40	20.99
apprentice - period 3	23.32	24.05	24.77	25.49
Fire-protection mechanic	28.43	29.28	30.13	30.98
apprentice - period 1	14.21	14.64	15.07	15.49
apprentice - period 2	17.06	17.57	18.08	18.59
apprentice - period 3	19.90	20.50	21.09	21.69
apprentice - period 4	24.16	24.89	25.61	26.33
Structural steel erector	28.43	29.28	30.13	30.98
apprentice - period 1	19.90	20.50	21.09	21.69
apprentice - period 2	24.16	24.89	25.61	26.33
Erector-mechanic (glazier)	26.64	27.49	28.34	29.19
apprentice - period 1	15.98	16.49	17.00	17.51
apprentice - period 2	18.65	19.24	19.84	20.43
apprentice - period 3	22.64	23.37	24.09	24.81

SCHEDULE “R”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Heavy equipment operator				
Class A	25.34	26.19	27.04	27.89
apprentice - period 1	21.54	22.26	22.98	23.71
Heavy equipment operator				
Class B	24.68	25.53	26.38	27.23
apprentice - period 1	20.98	21.70	22.42	23.15
Shovel operator				
Class A	27.18	28.03	28.88	29.73
apprentice - period 1	23.10	23.83	24.55	25.27
Shovel operator				
Class B	26.28	27.13	27.98	28.83
apprentice - period 1	22.33	23.06	23.78	24.51
Flooring specialist-sander				
	27.07	27.92	28.77	29.62
apprentice - period 1	16.24	16.75	17.26	17.77
apprentice - period 2	18.95	19.54	20.14	20.73
apprentice - period 3	23.01	23.73	24.45	25.18
Painter				
	25.17	26.02	26.87	27.72
apprentice - period 1	15.10	15.61	16.12	16.63
apprentice - period 2	17.62	18.21	18.81	19.40
apprentice - period 3	21.39	22.12	22.84	23.56
Plasterer				
	26.59	27.44	28.29	29.14
apprentice - period 1	15.95	16.46	16.97	17.48
apprentice - period 2	18.61	19.21	19.80	20.40
apprentice - period 3	22.60	23.32	24.05	24.77
Resilient flooring layer				
	24.46	25.31	26.16	27.01
apprentice - period 1	20.79	21.51	22.24	22.96

SCHEDULE “R”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Interior systems installer				
	27.07	27.92	28.77	29.62
apprentice - period 1	16.24	16.75	17.26	17.77
apprentice - period 2	18.95	19.54	20.14	20.73
apprentice - period 3	23.01	23.73	24.45	25.18
Ornamental iron worker				
	28.33	29.18	30.03	30.88
apprentice - period 1	19.83	20.43	21.02	21.62
apprentice - period 2	24.08	24.80	25.53	26.25
Joint pointer				
	26.14	26.99	27.84	28.69
apprentice - period 1	15.68	16.19	16.70	17.21
apprentice - period 2	18.29	18.89	19.49	20.08
apprentice - period 3	22.21	22.94	23.66	24.39
Pipefitter				
	28.43	29.28	30.13	30.98
apprentice - period 1	14.21	14.64	15.07	15.49
apprentice - period 2	17.06	17.57	18.08	18.59
apprentice - period 3	19.90	20.50	21.09	21.69
apprentice - period 4	24.16	24.89	25.61	26.33

SCHEDULE “R”

HOURLY WAGE				
OCCUPATIONS	31-12-06	30-12-07	28-12-08	27-12-09
Blaster	23.41	24.26	25.11	25.96
Truck driver-Class A	22.54	23.39	24.24	25.09
Truck driver-Class B	21.85	22.70	23.55	24.40
Truck driver-Class C	21.56	22.41	23.26	24.11
Driller	24.26	25.11	25.96	26.81
Surveyor	25.07	25.92	26.77	27.62
Labourer	21.40	22.25	23.10	23.95
General helper	22.07	22.92	23.77	24.62
General helper (Tile setter)	22.54	23.39	24.24	25.09
Hoisting equipment operator				
Class A	24.85	25.70	26.55	27.40
Hoisting equipment operator				
Class B	23.84	24.69	25.54	26.39
Crusher operator	22.07	22.92	23.77	24.62
Pump and compressor Operator	24.26	25.11	25.96	26.81
Asphalt plant operator	22.07	22.92	23.77	24.62
Stationary/portable mixing plant operator	22.07	22.92	23.77	24.62
Diver	29.15	30.00	30.85	31.70
Heavy equipment tire & body repairman	22.07	22.92	23.77	24.62
Welder	26.80	27.65	28.50	29.35
Welder-boilermaker	28.43	29.28	30.13	30.98
Welder-distribution (gas)	28.43	29.28	30.13	30.98
Welder-heavy equipment	26.80	27.65	28.50	29.35
Welder-structural steel erector	28.43	29.28	30.13	30.98
Welder-pipeline	28.43	29.28	30.13	30.98
Pipe welder	28.43	29.28	30.13	30.98
Gas fitter	28.43	29.28	30.13	30.98
Labourer (underground worker)	24.79	25.64	26.49	27.34

SCHEDULE “R-1”

WAGES

HEAVY RESIDENTIAL CONSTRUCTION
(Art. 21.01 2)

HOURLY WAGE			
TRADES AND SPECIALTIES	20-05-07	27-04-08	26-04-09
Bricklayer-mason	30.17	31.02	31.87
apprentice - period 1	18.10	18.61	19.12
apprentice - period 2	21.12	21.71	22.31
apprentice - period 3	25.64	26.37	27.09
Insulator	30.80	31.65	32.50
apprentice - period 1	18.48	18.99	19.50
apprentice - period 2	21.56	22.16	22.75
apprentice - period 3	26.18	26.90	27.63
Tile setter	30.48	31.33	32.18
apprentice - period 1	18.29	18.80	19.31
apprentice - period 2	21.34	21.93	22.53
apprentice - period 3	25.91	26.63	27.35
Carpenter-joiner	30.43	31.28	32.13
apprentice - period 1	18.26	18.77	19.28
apprentice - period 2	21.30	1.90	22.49
apprentice - period 3	25.87	26.59	27.31
Boilermaker	30.80	31.65	32.50
apprentice - period 1	18.48	18.99	9.50
apprentice - period 2	21.56	22.16	22.75
apprentice - period 3	26.18	26.90	27.63
Cement finisher	29.56	30.41	31.26
apprentice - period 1	20.69	21.29	21.88
apprentice - period 2	25.13	25.85	26.57
Roofer	30.80	31.65	32.50
apprentice - period 1	26.18	26.90	27.63
Electrician	30.80	31.65	32.50
apprentice - period 1	15.40	15.83	16.25
apprentice - period 2	18.48	18.99	19.50
apprentice - period 3	21.56	22.16	22.75
apprentice - period 4	26.18	26.90	27.63

SCHEDULE “R-1”

HOURLY WAGE			
TRADES AND SPECIALTIES	20-05-07	27-04-08	26-04-09
Tinsmith	30.80	31.65	32.50
apprentice - period 1	18.48	18.99	19.50
apprentice - period 2	21.56	22.16	22.75
apprentice - period 3	26.18	26.90	27.63
Reinforcing steel erector	31.10	31.95	32.80
apprentice - period 1	26.44	27.16	27.88
Refrigeration mechanic	30.80	31.65	32.50
apprentice - period 1	15.40	15.83	16.25
apprentice - period 2	18.48	18.99	19.50
apprentice - period 3	21.56	22.16	22.75
apprentice - period 4	26.18	26.90	27.63
Crane operator-Class A	30.80	31.65	32.50
apprentice - period 1	26.18	26.90	27.63
Crane operator-Class B	29.49	30.34	31.19
apprentice - period 1	25.07	25.79	26.51
Security systems installer	24.76	25.61	26.46
apprentice - period 1	14.86	15.37	15.88
apprentice - period 2	17.33	17.93	18.52
apprentice - period 3	21.05	21.77	22.49
Elevator mechanic	34.30	35.15	36.00
apprentice - period 1	17.15	17.58	18.00
apprentice - period 2	20.58	21.09	21.60
apprentice - period 3	24.01	24.61	25.20
apprentice - period 4	29.16	29.88	30.60
apprentice - period 5	29.16	29.88	30.60
Millwright	30.80	31.65	32.50
apprentice - period 1	18.48	18.99	19.50
apprentice - period 2	21.56	22.16	22.75
apprentice - period 3	26.18	26.90	27.63

SCHEDULE “R-1”

HOURLY WAGE			
TRADES AND SPECIALTIES	20-05-07	27-04-08	26-04-09
Heavy equipment mechanic	29.77	30.62	31.47
apprentice - period 1	17.86	18.37	18.88
apprentice - period 2	20.84	21.43	22.03
apprentice - period 3	25.30	26.03	26.75
Fire-protection mechanic	30.80	31.65	32.50
apprentice - period 1	15.40	15.83	16.25
apprentice - period 2	18.48	18.99	19.50
apprentice - period 3	21.56	22.16	22.75
apprentice - period 4	26.18	26.90	27.63
Structural steel erector	31.10	31.95	32.80
apprentice - period 1	21.77	22.37	22.96
apprentice - period 2	26.44	27.16	27.88
Erector-mechanic (glazier)	30.25	31.10	31.95
apprentice - period 1	18.15	18.66	19.17
apprentice - period 2	21.18	21.77	22.37
apprentice - period 3	25.71	26.44	27.16
Heavy equipment operator Class A	28.44	29.29	30.14
apprentice - period 1	24.17	24.90	25.62
Heavy equipment operator Class B	27.73	28.58	29.43
apprentice - period 1	23.57	24.29	25.02
Shovel operator Class A	30.35	31.20	32.05
apprentice - period 1	25.80	26.52	27.24
Shovel operator Class B	29.40	30.25	31.10
apprentice - period 1	24.99	25.71	26.44

SCHEDULE “R-1”

HOURLY WAGE			
TRADES AND SPECIALTIES	20-05-07	27-04-08	26-04-09
Flooring			
specialist-sander	30.43	31.28	32.13
apprentice - period 1	18.26	18.77	19.28
apprentice - period 2	21.30	21.90	22.49
apprentice - period 3	25.87	26.59	27.31
Painter			
	28.73	29.58	30.43
apprentice - period 1	17.24	17.75	18.26
apprentice - period 2	20.11	20.71	21.30
apprentice - period 3	24.42	25.14	25.87
Plasterer			
	29.40	30.25	31.10
apprentice - period 1	17.64	18.15	18.66
apprentice - period 2	20.58	21.18	21.77
apprentice - period 3	24.99	25.71	26.44
Resilient flooring layer			
	26.95	27.80	28.65
apprentice - period 1	22.91	23.63	24.35
Interior systems			
installer	30.43	31.28	32.13
apprentice - period 1	18.26	18.77	19.28
apprentice - period 2	21.30	21.90	22.49
apprentice - period 3	25.87	26.59	27.31
Ornamental iron worker			
	31.10	31.95	32.80
apprentice - period 1	21.77	22.37	22.96
apprentice - period 2	26.44	27.16	27.88
Joint pointer			
	28.89	29.74	30.59
apprentice - period 1	17.33	17.84	18.35
apprentice - period 2	20.22	20.82	21.41
apprentice - period 3	24.56	25.28	26.00
Pipefitter			
	30.80	31.65	32.50
apprentice - period 1	15.40	15.83	16.25
apprentice - period 2	18.48	18.99	19.50
apprentice - period 3	21.56	22.16	22.75
apprentice - period 4	26.18	26.90	27.63

SCHEDULE “R-1”

HOURLY WAGE			
OCCUPATIONS	20-05-07	27-04-08	26-04-09
Blaster	25.53	26.38	27.23
Truck driver-Class A	25.47	26.32	27.17
Truck driver-Class B	24.76	25.61	26.46
Truck driver-Class C	24.44	25.29	26.14
Driller	26.44	27.29	28.14
Surveyor	27.10	27.95	28.80
Labourer	23.41	24.26	25.11
General helper	24.10	24.95	25.80
General helper (tile setter)	24.63	25.48	26.33
Hoisting equipment operator			
Class A	27.06	27.91	28.76
Hoisting equipment operator			
Class B	25.99	26.84	27.69
Crusher operator	26.44	27.29	28.14
Pump and compressor operator	26.44	27.29	28.14
Asphalt plant operator	26.44	27.29	28.14
Stationary/portable mixing plant operator	26.44	27.29	28.14
Diver	31.88	32.73	33.58
Heavy equipment tire & body repairman	27.38	28.23	29.08
Welder	29.09	29.94	30.79
Welder-boilermaker	30.80	31.65	32.50
Welder-distribution (gas)	30.80	31.65	32.50
Welder-heavy equipment	29.09	29.94	30.79
Welder-structural			
steel erector	30.80	31.65	32.50
Welder-pipeline	30.80	31.65	32.50
Pipe welder	30.80	31.65	32.50
Gas fitter	30.80	31.65	32.50
Labourer (underground worker)	27.01	27.86	28.71

SCHEDULE “R-2”

WAGES

REMOTE JOB SITES, THE JAMES BAY
PROJECT OR A HYDROELECTRIC PROJECT
NORTH OF THE 55TH PARALLEL INCLUDING
THE GREAT WHALE PROJECT
(Article 21.01 3)

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Bricklayer-mason	29.28	30.13	30.98	31.83
apprentice - period 1	17.57	18.08	18.59	19.10
apprentice - period 2	20.49	21.09	21.69	22.28
apprentice - period 3	24.89	25.61	26.33	27.06
Insulator	30.13	30.98	31.83	32.68
apprentice - period 1	18.08	18.59	19.10	19.61
apprentice - period 2	21.09	21.69	22.28	22.88
apprentice - period 3	25.61	26.33	27.06	27.78
Tile setter	29.28	30.13	30.98	31.83
apprentice - period 1	17.57	18.08	18.59	19.10
apprentice - period 2	20.49	21.09	21.69	22.28
apprentice - period 3	24.89	25.61	26.33	27.06
Carpenter-joiner	28.70	29.55	30.40	31.25
apprentice - period 1	17.22	17.73	18.24	18.75
apprentice - period 2	20.09	20.69	21.28	21.88
apprentice - period 3	24.39	25.12	25.84	26.56
Boiler maker	30.13	30.98	31.83	32.68
apprentice - period 1	18.08	18.59	19.10	19.61
apprentice - period 2	21.09	21.69	22.28	22.88
apprentice - period 3	25.61	26.33	27.06	27.78
Cement finisher	28.34	29.19	30.04	30.89
apprentice - period 1	19.84	20.43	21.03	21.62
apprentice - period 2	24.09	24.81	25.53	26.26

SCHEDULE “R-2”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Roofer	30.13	30.98	31.83	32.68
apprentice - period 1	25.61	26.33	27.06	27.78
Electrician	30.13	30.98	31.83	32.68
apprentice - period 1	15.07	15.49	15.92	16.34
apprentice - period 2	18.08	18.59	19.10	19.61
apprentice - period 3	21.09	21.69	22.28	22.88
apprentice - period 4	25.61	26.33	27.06	27.78
Tinsmith	30.13	30.98	31.83	32.68
apprentice - period 1	18.08	18.59	19.10	19.61
apprentice - period 2	21.09	21.69	22.28	22.88
apprentice - period 3	25.61	26.33	27.06	27.78
Reinforcing steel erector	29.45	30.30	31.15	32.00
apprentice - period 1	25.03	25.76	26.48	27.20
Refrigeration mechanic	30.13	30.98	31.83	32.68
apprentice - period 1	15.07	15.49	15.92	16.34
apprentice - period 2	18.08	18.59	19.10	19.61
apprentice - period 3	21.09	21.69	22.28	22.88
apprentice - period 4	25.61	26.33	27.06	27.78
Crane operator-Class A	28.81	29.66	30.51	31.36
apprentice - period 1	24.49	25.21	25.93	26.66
Crane operator-Class B	27.85	28.70	29.55	30.40
apprentice - period 1	23.67	24.40	25.12	25.84
Security systems installer	23.72	24.57	25.42	26.27
apprentice - period 1	14.23	14.74	15.25	15.76
apprentice - period 2	16.60	17.20	17.79	18.39
apprentice - period 3	20.16	20.88	21.61	22.33

SCHEDULE “R-2”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Elevator mechanic	33.62	34.47	35.32	36.17
apprentice - period 1	16.81	17.24	17.66	18.09
apprentice - period 2	20.17	20.68	21.19	21.70
apprentice - period 3	23.54	24.13	24.72	25.32
apprentice - period 4	28.58	29.30	30.02	30.74
apprentice - period 5	28.58	29.30	30.02	30.74
Millwright	30.13	30.98	31.83	32.68
apprentice - period 1	18.08	18.59	19.10	19.61
apprentice - period 2	21.09	21.69	22.28	22.88
apprentice - period 3	25.61	26.33	27.06	27.78
Heavy equipment mechanic	29.08	29.93	30.78	31.63
apprentice - period 1	17.45	17.96	18.47	18.98
apprentice - period 2	20.36	20.95	21.55	22.14
apprentice - period 3	24.72	25.44	26.16	26.89
Fire-protection mechanic	30.13	30.98	31.83	32.68
apprentice - period 1	15.07	15.49	15.92	16.34
apprentice - period 2	18.08	18.59	19.10	19.61
apprentice - period 3	21.09	21.69	22.28	22.88
apprentice - period 4	25.61	26.33	27.06	27.78
Structural steel erector	30.13	30.98	31.83	32.68
apprentice - period 1	21.09	21.69	22.28	22.88
apprentice - period 2	25.61	26.33	27.06	27.78
Erector-mechanic (glazier)	28.24	29.09	29.94	30.79
apprentice - period 1	16.94	17.45	17.96	18.47
apprentice - period 2	19.77	20.36	20.96	21.55
apprentice - period 3	24.00	24.73	25.45	26.17

SCHEDULE “R-2”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Heavy equipment operator				
Class A	26.86	27.71	28.56	29.41
apprentice - period 1	22.83	23.55	24.28	25.00
Heavy equipment operator				
Class B	26.16	27.01	27.86	28.71
apprentice - period 1	22.24	22.96	23.68	24.40
Shovel operator				
Class A	28.81	29.66	30.51	31.36
apprentice - period 1	24.49	25.21	25.93	26.66
Shovel operator				
Class B	27.85	28.70	29.55	30.40
apprentice - period 1	23.67	24.40	25.12	25.84
Flooring specialist-sander	28.70	29.55	30.40	31.25
apprentice - period 1	17.22	17.73	18.24	18.75
apprentice - period 2	20.09	20.69	21.28	21.88
apprentice - period 3	24.39	25.12	25.84	26.56
Painter	26.68	27.53	28.38	29.23
apprentice - period 1	16.01	16.52	17.03	17.54
apprentice - period 2	18.67	19.27	19.87	20.46
apprentice - period 3	22.67	23.40	24.12	24.85
Plasterer	28.18	29.03	29.88	30.73
apprentice - period 1	16.91	17.42	17.93	18.44
apprentice - period 2	19.73	20.32	20.92	21.51
apprentice - period 3	23.96	24.68	25.40	26.12
Resilient flooring layer	25.92	26.77	27.62	28.47
apprentice - period 1	22.03	22.75	23.48	24.20

SCHEDULE “R-2”

HOURLY WAGE				
TRADES AND SPECIALITIES	31-12-06	30-12-07	28-12-08	27-12-09
Interior systems				
installer	28.70	29.55	30.40	31.25
apprentice - period 1	17.22	17.73	18.24	18.75
apprentice - period 2	20.09	20.69	21.28	21.88
apprentice - period 3	24.39	25.12	25.84	26.56
Ornamental				
iron worker	30.03	30.88	31.73	32.58
apprentice - period 1	21.02	21.62	22.21	22.81
apprentice - period 2	25.53	26.25	26.97	27.69
Joint pointer				
	27.70	28.55	29.40	30.25
apprentice - period 1	16.62	17.13	17.64	18.15
apprentice - period 2	19.39	19.99	20.58	21.18
apprentice - period 3	23.55	24.27	24.99	25.71
Pipefitter				
	30.13	30.98	31.83	32.68
apprentice - period 1	15.07	15.49	15.92	16.34
apprentice - period 2	18.08	18.59	19.10	19.61
apprentice - period 3	21.09	21.69	22.28	22.88
apprentice - period 4	25.61	26.33	27.06	27.78

SCHEDULE “R-2”

HOURLY WAGE				
OCCUPATIONS	31-12-06	30-12-07	28-12-08	27-12-09
Blaster	24.82	25.67	26.52	27.37
Truck driver-Class A	23.89	24.74	25.59	26.44
Truck driver-Class B	23.16	24.01	24.86	25.71
Truck driver-Class C	22.85	23.70	24.55	25.40
Driller	25.72	26.57	27.42	28.27
Surveyor	26.39	27.24	28.09	28.94
Labourer	22.68	23.53	24.38	25.23
General helper	23.39	24.24	25.09	25.94
General helper (tile setter)	23.89	24.74	25.59	26.44
Hoisting equipment operator				
Class A	26.35	27.20	28.05	28.90
Hoisting equipment operator				
Class B	25.27	26.12	26.97	27.82
Crusher operator	23.39	24.24	25.09	25.94
Pump and compressor operator	25.72	26.57	27.42	28.27
Asphalt plant operator	23.39	24.24	25.09	25.94
Stationary/portable mixing plant operator	23.39	24.24	25.09	25.94
Diver	30.90	31.75	32.60	33.45
Heavy equipment tire & body repairman	23.39	24.24	25.09	25.94
Welder	28.41	29.26	30.11	30.96
Welder-boilermaker	30.13	30.98	31.83	32.68
Welder-distribution (gas)	30.13	30.98	31.83	32.68
Welder-heavy equipment	28.41	29.26	30.11	30.96
Welder-structural steel erector	30.13	30.98	31.83	32.68
Welder-pipeline	30.13	30.98	31.83	32.68
Pipe welder	30.13	30.98	31.83	32.68
Gas fitter	30.13	30.98	31.83	32.68
Labourer (underground worker)	26.28	27.13	27.98	28.83

Schedule “A”

SUBDIVISION OF THE DEFINITION OF CERTAIN TRADES, SPECIALTIES AND OCCUPATIONS FOR WAGE DETERMINATION PURPOSES

1) Crane operator:

Crane operator-Class A:

Any such work that is not included under crane operator-Class B and any crane with a capacity of over twenty-two (22) tons that is subject to the jurisdiction of the crane operator trade.

Crane operator-Class B:

The wage rate for a crane operator-Class B applies to an employee who operates:

- a) A self-propelled hydraulic crane with a rated capacity of up to twenty-two (22) tons.
- b) A side boom tractor of less than fifty (50) HP.
- c) A winch-equipped truck and/or truck with a hydraulic boom with a rated capacity of twenty-two (22) tons or less.

2) Heavy equipment operator:

Heavy equipment operator-Class A:

Any such work that is not included under heavy equipment operator-Class B, but subject to the jurisdiction of the heavy equipment operator trade.

Heavy equipment operator-Class B:

The wage rate for a heavy equipment operator-Class B applies to an employee who operates:

- a) An asphalt roller of less than five (5) tons.
- b) A farm tractor without attachments.

- c) Muskeg or Caterpillar equipment with a rated nominal capacity of under fifty (50) HP.

3) Truck driver:

Truck driver-Class A:

The wage rate for a truck driver-Class A applies to an employee who drives a concrete mixer of 1 cubic yard or more, a tractor trailer, a float truck, an off-road truck, a winch-equipped truck with a hoisting capacity of over five (5) tons, a tandem rear-axle dump truck with a rated capacity of ten (10) or more tons.

Truck driver-Class B:

The wage rate for a truck driver-Class B applies to an employee who drives:

- a) A winch-equipped truck with an “A” frame, with a hoisting capacity of less than five (5) tons.
- b) A tanker truck (fuel, combustible or lubricants).

Truck driver-Class C:

The wage rate for a truck driver-Class C applies to an employee who drives a stock-body truck, a single rear-axle dump truck, a tandem rear axle dump truck with a rated capacity of less than ten (10) tons, a pick-up truck or a jeep with 4-wheel drive.

Shovel operator-Class A:

The wage rate for a shovel operator-Class A applies to an employee who operates a shovel or backhoe with a rated capacity of two (2) or more cubic yards.

Shovel operator-Class B:

The wage rate for a shovel operator-Class B applies to an employee who operates a shovel or backhoe with a rated capacity of less than two (2) cubic yards or a Gradall.

Hoisting equipment operator-Class A:

The wage rate for a hoisting equipment operator-Class A applies to anyone who operates multiple-drum vertical hoisting equipment.

Hoisting equipment operator-Class B:

The wage rate for a hoisting equipment operator-Class B applies to anyone who operates single-drum vertical hoisting equipment with a capacity of one thousand (1,000) or more lbs.

Schedule “B”

SCHEDULE APPLICABLE TO WORK PERFORMED ON A REMOTE JOB SITE, THE JAMES BAY PROJECT OR A HYDROELECTRIC PROJECT NORTH OF THE 55TH PARALLEL INCLUDING THE GREAT WHALE PROJECT

All working conditions provided for under the agreement are applicable to employees who perform work as specified in Article 3.02. The following special terms and conditions, however, shall apply in place of general terms and conditions:

1) Annual vacations:

The compulsory annual vacations shall not apply, but the employer shall pay the compensation related to such holidays.

2) Work schedule:

2.1 The standard work week is forty-five (45) hours with a daily limit of nine (9) hours. When the employer provides room and board, or pays an employee compensation for room and board, however, the standard work week is fifty (50) hours with a daily limit of ten (10) hours.

2.2 Daily working hours are scheduled as follows:

a) Forty-five (45) hour week:

From Monday to Friday:

i) 7:00 to 16:30 or 17:00

ii) 7:30 to 17:00 or 17:30

iii) 8:00 to 17:30 or 18:00

With a 1/2 hour or 1 hour, without pay, for lunch in the middle of the work day.

b) Fifty (50) hour week:

From Monday to Friday:

i) 7:00 to 17:30 or 18:00

ii) 7:30 to 18:00 or 18:30

iii) 8:00 to 18:30 or 19:00

With a 1/2 hour or 1 hour, without pay, for lunch in the middle of the work day.

2.3 The employer shall grant employees a fifteen (15) minute rest period with pay around the middle of the morning and a fifteen (15) minute rest period with pay around the middle of the afternoon.

3) Overtime:

For the first five (5) overtime hours worked, an employee is paid time and a half, and for any additional overtime hours and overtime worked on Sunday, an employee is paid double time.

The provisions concerning hours banked for compensatory leave as set forth under Article 19.04 shall not apply.

4) Travelling expenses:

4.1 When the time spent to go from the cafeteria or from the departure point of the transportation vehicle, if such point is not the cafeteria, to the job site exceeds twenty (20) minutes, any time in excess of these twenty (20) minutes shall constitute time worked by the employee. The same rule applies for the return trip from his job site to the cafeteria or to the departure point of the transportation vehicle.

4.2 a) The employer shall reimburse the travelling expenses incurred by an employee to travel from his residence to the job site, when the employee remains on the job for at least twenty-three (23) days.

b) The employer shall reimburse the travelling expenses incurred by an employee to return from the job site to his residence, when the employee remains on the job for at least forty-six (46) days.

c) Paragraphs a) and b) shall apply for every subsequent period of twenty-three (23) or forty-six (46) days during which the employee remains on the job for his employer on the same job site.

d) However, when an employee is laid off before the twenty-three (23) day period specified in Paragraphs a) and c), he shall benefit from the compensation specified in Article 23.07, Paragraphs b) and c). When he is laid off before the forty-six (46) day period specified in Paragraphs b) and c), but after the twenty-three (23) day period, he shall also benefit from the compensation specified in Article 23.07, Paragraphs a) and b) with respect to his return trip only.

e) Starting April 30, 2006, the period of twenty-three (23) days shall be reduced to twenty-one (21) days and the period of forty-six (46) days shall be reduced to forty-two (42) days.

f) The periods specified under Paragraphs a), b), c) and d) shall include Saturdays, Sundays, statutory holidays and days lost due to weather conditions.

g) For each period of forty-six (46) days as specified under paragraphs b) and c), an employee may take leave without pay of ten (10) days including the travelling time required to commute from the job site to his residence and from his residence to the job site.

h) For contracts signed before May 2, 2004, the twenty-three (23) day period shall remain twenty-seven (27) days and the forty-six (46) day period shall remain

fifty-four (54) days, and for each period of fifty-four (54) days, an employee may take leave of ten (10) days, excluding the travelling time required to commute from the job site to his residence and from his residence to the job site, until May 1, 2005.

5) Special leave:

5.1 In the case of serious accident or illness involving a member of his immediate family, whether his father, mother, spouse or child and requiring the assistance of another person or in the case of an absence related to a child's education, the employee shall be entitled to leave without pay of a maximum of five (5) days.

5.2 The leave provided for in Article 25.02, Paragraphs e) and f) shall be extended to a maximum period of five (5) days. In addition, in the case of leave granted under Article 25.02, Paragraph f), one (1) standard working day and the equivalent of round-trip transportation expenses are paid to an employee with thirty (30) or more working days in the service of the same employer, on presentation of adequate proof of death and such leave is for five (5) days.

6) Wage rates:

The wage rates applicable to employees covered by this schedule are those appearing in Schedule "R" plus six percent (6%). These higher rates are listed in Schedule "R-2".

Schedule "C"

TRADES, SPECIALTIES AND OCCUPATIONS

Definition of Exclusive and Common Occupations

Exclusive Occupations

The exclusive jurisdiction principle consists in restricting to a particular group of employees the performance of certain occupations considered exclusive.

This group of employees is defined as all employees who do not hold a journeyman competency certificate or an apprenticeship booklet in accordance with the Regulation respecting vocational training.

Accordingly, an employer may assign only employees not holding a journeyman competency certificate or an apprenticeship booklet to these exclusive occupations.

The occupations deemed exclusive are the following:

1) Blaster:

Anyone who holds a valid blaster's certificate, in accordance with the Act respecting occupational health and safety (R.S.Q., c. S-2.1), and performs any work governed by this Act.

2) Driller:

Anyone who operates a self-propelled mobile or rail-type drilling rig. "Self-propelled drilling rig" means any drilling rig powered by hydraulic or pneumatic force, whether the energy source is generated by equipment that is integrated or not into such a rig.

3) Labourer (Underground worker):

Anyone who carries out tunnel construction work, excluding opencut work, work performed

by a welder, and work which, in the same working day, is performed only partly or occasionally underground, such as the transportation of materials by truck.

Subject to the preceding, tunnel construction work includes all tasks carried out underground, except those coming under the jurisdiction of the trades described in the Regulation respecting vocational training. The work is considered finished when the removal of the concrete casing or the timbering is finished, where concrete casing or timbering is required.

The common occupations are as follows:

1) Truck driver:

Anyone who drives any type of truck.

2) Labourer:

Anyone who performs work not belonging to skilled tradesmen, apprentices, classified workmen or general helpers.

3) General helper:

Anyone who:

a) Performs various tasks related to masonry trades, such as the bricklayer-mason, cement finisher and plasterer trades, and performs the following:

i) Mixing cement or mortar manually or using a machine.

ii) Sawing with a masonry saw.

iii) Erecting and dismantling prefabricated scaffolding.

iv) Handing the necessary materials to skilled workmen from such trades.

v) Driving a forklift (5-ton maximum).

vi) Various clean-up jobs in the performance of his duties.

b) Is assigned to loading, unloading and handling bulk cement and to any work related to the casting of concrete, including unfastened metal latticework for floors, in panels or rolls, but excluding work related to concrete finishing, and to the installation and assembly of metal rods (reinforcing steel).

c) Operates power, electrical or pneumatic drills as well as a bush hammer used to break concrete, except when required by the trades for installing parts and equipment.

d) Rakes asphalt materials for the construction or repair of paving, uses a smoother asphalt iron and operates a small roller weighing less than 1 ton.

e) Applies rigid and semi-rigid insulation materials, except when these insulation materials are required for roofs, piping and ducts as well as inside walls and masonry cavities.

f) Applies caulking.

g) Operates an apparatus used for cutting asphalt and concrete (diamond cut operator).

h) Performs with the proper equipment (mixer-tender, pump, ? inch. or ? inch. pipe, nozzle used for shotcrete placement) any procedure involving the injection of cement or concrete inside forms, rock or existing concrete.

i) Operates any kind of manual compactor not requiring a journeyman competency certificate under the Act.

j) Applies urethane.

k) Operates a power saw.

l) Operates a pump with a nominal diameter of less than six (6) inches.

m) Fires a portable kettle to melt asphalt materials to be used as a mordant, insulation or waterproofing agent.

n) Is responsible for operating a stationary or mobile heating unit used for drying aggregates or heating asphalt.

o) Operates any heating unit whenever such operation does not call for a certificate, excluding any electrical and mechanical maintenance.

4) General helper (tile setter):

Anyone who performs the work specified in the general helper definition when such work is related to the tile setting trade and who performs jointing and power saw cutting when such work is related to the tile setting trade.

5) Pump and compressor operator:

Anyone who:

a) Operates one or more water pumps with a discharge pipe of six (6) inches or over.

b) Operates one compressor with a capacity of 210 cu. ft./min. or over, or two or more compressors with a 110 cu. ft./min. capacity.

c) Operates, cleans and maintains one or more concrete pumps or sets concrete using such equipment.

6) Diver:

Anyone who, wearing a diving suit or equipped with breathing apparatus, performs construction, repair, installation, demolition or inspection work on equipment or structures underwater.

7) Welder:

Anyone who does any type of welding other than the work specified in the pipe welder definition.

8) Pipe welder:

Anyone who:

a) Does pipe welding pursuant to the Act respecting pressure vessels (R.S.Q., c. A-20.01) and the regulations passed for the application thereof.

b) Performs, in accordance with the above provisions, all other pipe welding work on such facilities as oil refineries, gasoline pumps, and vent and sprinkler systems.

9) Gas fitter:

Anyone who makes connections to the main line, installs equipment such as meters and regulators and performs building connection tests for gas and oil distribution related-work.

10) Surveyor:

Any employee who, using surveying instruments, plans or software, provides alignments, construction axes, as well as elevations and survey points on a piece of land or on a structure, that are necessary to the performance of construction work.

Any employee, employer or employer's representative may, in order to make progress on a job, use surveying instruments, plans or software, for the purpose of determining measurements and elevations, provided that their primary job is not that of a surveyor.

LIST OF ARBITRATORS

BEAUDRY, Guy	
5111 Sherbrooke East, Suite C1457	
Montreal QC H1T 4B5	Tel.: 450-447-0090
BENDEL, Michael	
52 de l’Hôtel-de-Ville St.	
Suite 505	
Hull QC J8X 2E2	Tel.: 819-778-1308
BERGERON, André	
197 Place du Soleil	
Nuns Island QC H3E 1R1	Tel.: 514-990-7234
BRAULT, Serge	
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CASGRAIN, André P.	
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Bureau 400, C.P. 580	
Rimouski QC G5L 7C6	Tel.: 418-723-3302
CLÉMENT, Jean-Guy	
Case postale 180	
St-Hippolyte QC J8A 3P4	Tel.: 800-363-5678
CORRIVEAU, Alain	
17 Victoria St., P.O. Box 6	
Knowlton QC J0E 1V0	Tel.: 450-242-2435
CÔTÉ, Gabriel M.	
23, rue Racine Est, bureau 304	
Chicoutimi QC G7H 1P4	Tel.: 418-549-8150
CÔTÉ, Martin	
106, avenue Garon	
C.P. 1475	
Chicoutimi QC G7H 5K3	Tel.: 418-543-3111

* Schedule D is an integral part of the “clauses common to all sectors”.

LIST OF ARBITRATORS

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3125 Jean-Brillant St.	
Montreal QC H3T 1N7	Tel.: 514-738-2000
DUBÉ, Jean-Louis	
2362, rue Hugo	
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FORTIER, François G.	
86, Chemin du Bout-de-l’Île	
Sainte-Pétronille	
Île d’Orléans QC G0A 4C0	Tel.: 418-828-1507
GAUL, Gilles	
534, boul. Marie-Victorin, bur. 201	
Boucherville QC J4B 1W8	Tel.: 450-552-3185
GRAVEL, Marc	
Casier postal 130	
St-Paul-d’Abbotsford QC	
J0E 1A0	Tel.: 800-461-9181
LAVOIE, Jean-Marie	
2720, Le Moyne	
Sherbrooke QC J1K 1S8	Tel.: 819-346-1070
LUSSIER, Jean-Pierre	
3590, croissant Brébeuf	
Brossard QC J4Z 2X5	Tel.: 450-445-1662
MORIN, Marcel	
366, boul. Taché Ouest	
Montmagny QC G5V 3R8	Tel.: 418-248-2490
NADEAU, Denis	
25, rue de la Méditerranée	
Gatineau QC J8T 7G7	Tel.: 819-561-3973
PROVENÇAL, Denis	
1300, rue Notre-Dame	
Berthierville QC J0K 1A0	Tel.: 450-836-6213
SAULNIER, Guy	
380, L’Annonciation	
Oka QC J0N 1E0	Tel.: 450-479-1663

LIST OF ARBITRATORS

SEXTON, Jean
1400, avenue De Godefroy
Québec QC G1T 2E4 Tel.: 418-656-2641

SYLVESTRE, André
1300, rue Notre-Dame
Berthierville QC J0K 1A0 Tel.: 450-836-6213

SYLVESTRE, Jacques
1600, rue Girouard Ouest
Bureau 236
Saint-Hyacinthe QC J2S 2Z8 Tel.: 450-773-8445

Schedule “E”

WORKING HOURS MODIFICATION REQUEST
(Article 18.04 2 of the Agreement)

Employer: _____
Date: _____
Represented by: _____
 Telephone: () _____
Job site(s) concerned: _____
 Fax: () _____

Description of requested modification:

Application period: _____

This request is entirely voluntary. No employee may be forced to support or sign this request and no measure or sanction may be taken against such employee.

EMPLOYEES CONCERNED BY THIS MODIFICATION:

Name of Employee	Signature	Union	Accept.	Refus.

DECISION BY MAJORITY UNION GROUP:

Request Accepted ☐ Request Refused ☐

Represented by: _____ Date: _____

Reason for refusal:

Schedule “F”

LIST OF TOOLS SUPPLIED BY AN ELECTRICIAN

Special rules:

List of tools supplied by electrician-journeyman

- 1 Adjustable hacksaw (blades are supplied by the employer)
- 1 Level, medium size
- 1 Adjustable wrench (Crescent S type), 10” maximum size
- 1 Centre punch
- 1 Square, 6”
- 1 Cold chisel
- 1 Set of 6 screwdrivers including standard Robertson sizes
- 1 Pair of diagonal cutting pliers
- 1 Pair of cutting pliers, 8”
- 1 Channel lock
- 1 Hammer
- 1 Measuring tape at least sixteen (16) ft. in length
- 1 Pocket knife
- 1 600V tester
- 1 Toolbag
- 1 Toolbox

List of tools supplied by an apprentice electrician

- 1 Pair of cutting pliers, 8”
- 1 Set of 6 screwdrivers including standard Robertson sizes
- 1 Pocket knife
- 1 Pencil
- 1 Measuring tape at least sixteen (16) ft. in length
- 1 Toolbag
- 1 Toolbox

Schedule “F-1”

LIST OF TOOLS SUPPLIED BY A REFRIGERATION MECHANIC

A good quality toolbox to hold the following tools:

- 1 Pipe cutter, 1/8” to 1 1/8”
- 1 Short pipe cutter, 1/8” to 1/2”
- 1 Pinch off tool, 1/8” to 1/2”
- 1 Flaring tool
- 1 Ratchet with sockets, 1/8” to 3/8”
- 1 Set of open-end wrenches, 3/8” to 1”
- 1 Set of box-end wrenches, 3/8” to 1”
Adjustable wrenches, 10”, or monkey wrenches
Adjustable wrenches, 12”, or monkey wrenches
Adjustable pipe wrenches, 14”
Pair of straight pliers, insulated
Pair of long nose straight pliers
Pair of adjustable 45o pliers, insulated
Pair of vise grip pliers
Pair of cutting pliers
Short screwdrivers
- 1 Set of 3 Philips screwdrivers (star)
- 1 Set of 3 socket-head screwdrivers
- 1 Set of 3 standard screwdrivers (flat head)
- 1 Automatic screwdriver
- 1 Hacksaw, 12”
- 1 Set of socket wrenches, 3/8” to 1 1/4”
- 1 Straight rod with ratchet, 1/2”
- 1 Set of Allen keys, 1/16” to 3/8”
- 1 Pocket thermometer
- 1 Flat file
- 1 Round file
- 1 Pocket knife
- 1 Flashlight
- 1 Lighter
- 1 Hammer
- 1 Manometer set with charging hoses
- 1 Ammeter-ohmmeter
- 1 Electrical extension cord, 50 ft.

TRAINING PLAN RULES AND GUIDELINES FOR RESIDENTIAL SECTOR WORKERS

1) Constitution of Joint Committee:

As of the effective date of the agreement, the parties shall set up a residential training plan management committee, hereinafter referred to as the “management committee”.

2) Composition:

The management committee shall be made up of eleven (11) members designated or named as follows:

- Five (5) union representatives as designated by the representative associations; for the purpose of applying the provisions concerning the residential training plan and for the term of the collective agreement, two (2) by the Fédération des travailleurs du Québec (FTQ-Construction) and the Conseil provincial du Québec des métiers de la construction (International), one (1) by the Centrale des syndicats démocratiques (CSD - Construction), one (1) by the Confédération des syndicats nationaux (CSN-Construction) and one (1) by the Syndicat québécois de la construction (SQC), regardless of any change that may be made to their structures.
- Five (5) employers’ representatives as designated by the APCHQ.
- One (1) chairman as selected by a majority of the committee members.

Pay and reimbursement of expenses for committee members shall be set by the management committee.

3) Chairman’s duties and pay:

3.1 The chairman shall see to the execution of management committee decisions and shall be responsible for the administration of the residential training plan within the framework of the rules and directions passed by the committee.

3.2 The chairman shall not have the right to vote, except in the case of a tie vote. At the request of the chairman or through a decision approved by both an employer and a union majority, a dispute may be submitted to an arbitration board, rather than be voted on by the chairman.

3.3 The chairman’s pay and term in office shall be established by the management committee.

4) Impartiality and conflict of interest:

The chairman shall act and conduct himself in an impartial and objective manner. He shall avoid any situation giving rise to a conflict of interest or that would compromise his impartiality.

The chairman shall be free of any ties vis-à-vis a representative association, employer, employers’ association from the construction industry, or the Commission. Moreover, the chairman may not act as an assessor, advisor, consultant, attorney or representative for such parties. The chairman shall inform the management committee of any mandate that may affect his impartiality.

5) Quorum and voting:

5.1 Quorum for a management committee meeting is at least two (2) employer representatives and at least two (2) union representatives, the representative associations of which, together shall represent more than fifty percent (50%) of construction industry employees.

5.2 To be valid, a decision shall be approved by both an employer and a union majority. In case of failure to achieve such majorities, the provisions of Subsection 3.2) shall apply.

5.3 The employers and the unions each have a vote of equal value as expressed by a majority of their members. At least, two (2) union representative votes constitute a union majority where the associations of such members together represent more than fifty percent (50%) of construction industry employees.

6) Dispute:

6.1 In accordance with the provisions of Subsection 3.2), a dispute may be submitted to a three (3) member arbitration board.

6.2 Sections 45 to 45.3 of the Act shall be applicable to the arbitration board and adapted as needed.

6.3 The arbitration board's decisions are binding on the management committee and the Commission.

6.4 The fees and expenses of the arbitration board members are assumed equally by the parties.

7) Guidelines:

7.1 The costs related to the administration, management and use of the residential training plan fund are paid for directly out of the financial resources of the fund.

7.2 The residential training plan is intended to enable access to a wide range of training services and methods related to the development and retraining of workers holding a competency certificate and who work in the residential construction sector. Training services and methods shall be established based on a residential sector study and

training needs as identified by residential sector workers and employers, and shall comprise, in particular, activities in an educational setting and on-the job training. While the sector study is being carried out, training services and methods shall be established based on the priorities identified and agreed upon by the parties.

7.3 The residential training plan should provide training activities to all categories of workers, from all trades, specialties and occupations working in the residential sector, taking into account, among other things, the training needs identified and the respective contributions of each employment category.

7.4 Management of the residential training plan should be simple and adapted to the financial resources of the sector and the training needs of the various client groups working therein.

8) Duties of management committee:

In accordance with residential training plan objectives, rules and guidelines, the role of the management committee is to administer the plan, and specifically to:

- Issue directives to the Commission in relation to its role as the administer of the fund, as defined in Section 4, Subsection 9 of the Act, with respect to the contributions paid into the residential training plan fund and investment income.
- Negotiate with the Commission, the charges related to its role as administrator of the fund.
- Carry out an in-depth study of the residential sector.
- Determine and adopt the directions, key objectives and rules for use of the fund, based on the residential sector study.

- Adopt, as needed, a training plan for development and retraining.
- Establish budgetary rules for the fund.
- Define the internal operating rules.
- Set up advisory committees, as needed.
- Develop, implement and manage training activities.

Schedule “G-1”

LETTER OF UNDERSTANDING CONCERNING THE RESIDENTIAL TRAINING FUND JOINT COMMITTEE

The signatory parties hereby agree to create, by September 1, 2007 at the latest, a joint committee comprising the associations present at the meeting of the residential training plan management committee, the total number of members of which shall not exceed ten (10).

The committee’s mandate shall consist of, particularly:

- a. Confirming the APCHQ’s and the union associations’ ownership of the training fund and that they are fully empowered to determine how the financial resources in the residential sector training plan fund will be managed.
- b. Reviewing training objectives in order to meet the new needs and new realities of the industry.
- c. Reviewing the schedules of the collective agreements concerning the training fund.
- d. Initiating steps to obtain the required legislative and regulatory amendments, and, as the case may be, making any changes resulting therefrom to the collective agreement.

This committee may collaborate with any person able to support the work of the committee.

The committee’s operating costs shall be chargeable to the Residential Sector Training Plan.

Last, the parties agree to complete their work by September 2008.

Signed by the parties in Montreal on May 18, 2007

<u>Donald Fortin</u>	<u>Michel Fontaine</u>
<u>G�rard Cyr</u>	<u>Omer B. Rousseau</u>
<u>Pierre Labelle</u>	<u>�ric Cherbaka</u>
<u>Yves C�t�</u>	Association provinciale des constructeurs d'habi- tation du Qu�bec inc. (APCHQ)
<u>Alain Mailhot</u>	
<u>Ted McLaren</u>	
<u>Pierre Ross</u>	
<u>Michel Fournier</u>	

Conf d ration des syndi-
cats nationaux (CSN-
Construction), Conseil
provincial du Qu bec des
m tiers de la construction
(International) and the
Centrale des syndicats
d mocratiques (CSD-
Construction)

SCHEDULE “H”

**EMPLOYEE STATEMENT IN ACCORDANCE
WITH ARTICLE 8.03, SUBSECTION 2)**

Name of company: _____

Name of employee: _____

Trade, specialty or occupation: _____

Address of employee: _____

Telephone number of employee: _____

Social insurance number: _____

The name of my union is: _____

(Local number, where applicable:) _____

My union is affiliated with:

Centrale des syndicats d mocratiques ☐
(CSD-CONSTRUCTION)

Conf d ration des syndicats nationaux ☐
(CSN-CONSTRUCTION)

Conseil provincial du Qu bec des ☐
m tiers de la construction (International)

F d ration des travailleurs et travailleuses ☐
du Qu bec (FTQ-Construction)

Syndicat qu b cois de la construction ☐
(S.Q.C.)

Union membership card:

• Presented by employee ☐

• Not presented by employee ☐

Reason card not presented:

Hiring number
issued by CCQ: _____

Employee’s signature: _____

Date: _____

SPECIAL TERMS AND CONDITIONS: REFRIGERATION MECHANICS

All working conditions specified under the collective agreement apply to refrigeration mechanics. The following special terms and conditions, however, shall apply in place of the general terms and conditions for refrigeration mechanics performing service calls:

1) Service call – Availability of employees

The employer shall draw up a list of employees who will be available (on call) to answer service calls outside standard working hours. The list shall provide for employees answering these calls on a rotational basis.

Any employee who agrees to be entered on the list shall be available to answer service calls (on call) for a period of seven (7) days or the equivalent.

An employee who is on call, shall receive weekly, a minimum of three (3) hours’ pay at his wage rate from Monday to Sunday and one (1) hour’s pay at his wage rate on statutory holidays.

An employee who must answer a service call outside standard working hours or outside the standard work week shall be paid starting from his residence in accordance with the provisions of Article 19.01 in addition to the compensation provided for under this article. Travelling time is not applicable under these conditions.

For the purposes of the preceding paragraph and Article 19.01, Boxing Day and the day after New Year’s Day are considered statutory holidays and any hours worked on these days are paid double time.

2) Travelling expenses:

Calculation of compensation:

For the purpose of calculating this compensation, the employee’s residence is considered to be the city hall or town hall, or that which serves as such, of the municipality as it existed on May 1, 2001, in which the employer’s branch or main place of business to which the employee usually reports is located.

Compensation for travelling expenses:

- i) Any time spent travelling for work including pick-up and delivery time is considered hours worked.
- ii) Daily travelling time to the first planned stop and from the last planned stop within the limits of the municipality where the employer’s branch or main place of business to which the employee usually reports is located, is unpaid.
- iii) When an employer asks an employee to travel to a place outside the limits of the municipality in which the employer’s branch or main place of business to which the employee usually reports is located, the employee is paid straight time at his wage rate for his travelling time to and from this branch or main place of business, up to a maximum of eight (8) hours a day.

Annual vacation and statutory holidays

Regardless of Article 24.06, unless he chooses another period agreed to by the employer, a refrigeration mechanic assigned to refrigeration or air conditioning unit servicing and maintenance work shall take his annual summer vacation during the summer period and winter vacation during the winter period, provided the employer is not deprived of more than twenty-five percent (25%) of its employees. The employer shall notify the Commission of the dates of these holidays.

Tool repair

Once a year, the employer shall assume the expenses related to the repair of electrical and electronic tools, manometers and charging hoses. Such repairs shall receive prior authorization by the employer.

Schedule “I-1”

SPECIAL TERMS AND CONDITIONS – CONCRETE PUMP OPERATORS (DISTRIBUTION MAST) AND PUMP AND COMPRESSOR OPERATORS (LINE PUMP)

1. Manpower Mobility

Employees assigned to operate concrete pumps may be assigned anywhere in Quebec, without condition.

2. Shift work and premiums – Heavy residential construction

Shift work:

- One employee may constitute a shift.

Premiums:

- Except in cases where there is an agreement to change the work schedule in accordance with Article 18.04, or where the work consists of shift work or where the work schedule is moved, any concrete pump operator (distribution mast) and pump and compressor operator (line pump) assigned to pouring concrete and related operations after 18:00 shall receive an hourly premium of \$1.25 over and above the applicable wage rate for every hour so worked.

3. Travelling expenses

Pump and compressor operator (line pump) and concrete pump operator (distribution mast): The time it takes to travel from the place of business (or that which serves as such) to the job site, from the job site to the place of business (or that which serves as such) or from one job site to another shall be compensated as travelling time. Travelling time shall not exceed ten (10) hours a week. Nevertheless, travelling time and working

hours shall not exceed twelve (12) hours a day. Beyond the weekly limit of ten (10) hours, traveling time is considered hours worked.

4. **Rest period**

The rest period specified under Article 18.05 1) a) may be moved to a different time.

5. **Letter of understanding concerning the operation of concrete pumps (distribution mast)**

As a transitional measure:

Any new employee assigned to operate a concrete pump with a distribution mast who has completed the employment guarantee period of 150 hours of work may operate a concrete pump with a distribution mast, without the immediate supervision of a journeyman.

The wage rate for the apprentice concerned in the preceding paragraph shall be 85% of the wage rate for a concrete pump operator Class A (distribution mast) shown in Schedule R, R-1 or R-2, as the case may be.

The employee's wage rate, during his employment guarantee period shall be \$14.65 an hour until such time as a vocational studies program (diplôme d'étude professionnelle-DEP) for this specialty is in effect.

6. **Fringe Benefits**

Amendment to Article 26.06 11) adding concrete pump operators (distribution mast).

Signed by the parties in Montreal on July 9, 2007

<u>Donald Fortin</u>	<u>Michel Fontaine</u>
<u>Jean-Marc Morin</u>	<u>Omer B. Rousseau</u>
Confédération des syndicats nationaux (CSN-Construction), Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction)	<u>Éric Cherbaka</u> Association provinciale des constructeurs d'habitation du Québec inc. (APCHQ)

WAGES

SCHEDULE “R”

HOURLY WAGE RATE FOR TRADES,
SPECIALTIES AND OCCUPATIONS

LIGHT RESIDENTIAL CONSTRUCTION

CONCRETE PUMP OPERATOR				
	29-07-07	30-12-07	28-12-08	27-12-09
Journeyman				
Class A	\$26.31	\$27.11	\$27.96	\$28.80
Class B	\$24.81	\$25.61	\$26.42	\$27.22
Apprentice	\$22.36	\$23.04	\$23.76	\$24.48

SCHEDULE “R-1”

HOURLY WAGE RATE FOR TRADES,
SPECIALTIES AND OCCUPATIONS

HEAVY RESIDENTIAL CONSTRUCTION

CONCRETE PUMP OPERATOR			
	29-07-07	27-04-08	26-04-09
Journeyman			
Class A	\$29.28	\$30.10	\$30.94
Class B	\$27.78	\$28.56	\$29.36
Apprentice	\$24.89	\$25.59	\$26.30

SCHEDULE “R-2”

HOURLY WAGE RATE OF TRADES, SPECIALTIES
AND OCCUPATIONS FOR EMPLOYEES
ASSIGNED TO REMOTE JOB SITES, THE JAMES
BAY PROJECT OR A HYDROELECTRIC PROJECT
NORTH OF THE 55TH PARALLEL INCLUDING THE
GREAT WHALE PROJECT

CONCRETE PUMP OPERATOR				
	29-07-07	30-12-07	28-12-08	27-12-09
Journeyman				
Class A	\$27.79	\$28.59	\$29.48	\$30.28
Class B	\$26.29	\$27.09	\$27.90	\$28.70
Apprentice	\$23.62	\$24.30	\$25.06	\$25.74

Definitions:

- Class A: Operates a concrete pump
(with distribution mast) of
42 metres and over
- Class B: Operates a concrete pump (distribution
mast) of less than 42 metres

Signed by the parties in Montreal on July 9, 2007

<u>Donald Fortin</u>	<u>Michel Fontaine</u>
<u>Jean-Marc Morin</u>	<u>Omer B. Rousseau</u>
Confédération des syndi- cats nationaux (CSN- Construction), Conseil provincial du Québec des métiers de la cons- truction (International) and the Centrale des syndicats démocratiques (CSD-Construction)	<u>Éric Cherbaka</u> Association provinciale des constructeurs d'habi- tation du Québec inc. (APCHQ)

LETTER OF UNDERSTANDING CONCERNING
THE GRIEVANCE SETTLEMENT PROCEDURE

AGREEMENT:

Whereas the grievance settlement procedure is one of the matters common to the sector-based collective agreements as specified under Section 61.1 of the Act, the parties hereby agree that this letter of understanding shall be an integral part of the sector-based collective agreements and that, should the current definition of “grievance”, namely any disagreement pertaining to one of the matters specified under Section 62 of the Act, have to be amended to take on a broader meaning, they agree de facto to attribute, with respect to grievances, the same rights and obligations to employers and the sector-based employers’ association as to employees and their union or representative association.

It is hereby agreed that this letter of understanding may not be interpreted as acceptance by the parties of any intention or wish to change the current definition of the term “grievance” as specified under the Act respecting labour relations, vocational training and manpower management in the construction industry.

Letter of understanding signed by the parties in Montreal on May 23, 2007.

<u>Donald Fortin</u>	<u>Pierre Dion</u>
<u>Pierre Labelle</u>	<u>Alain Robert</u>
<u>Michel Fournier</u>	Association des entrepreneurs en construction du Québec (AECQ)
<u>Pierre Ross</u>	
<u>Alain Mailhot</u>	
<u>Yves Côté</u>	

Union alliance comprising
CSD-Construction, CSN-
Construction and the
CPQMC-International

* Schedule J is an integral part of the “clauses common to all sectors”.

LETTER OF UNDERSTANDING CONCERNING
COMMON CLAUSES

The parties hereby sign the agreement on the clauses common to the collective agreements for the institutional and commercial sector, industrial sector, civil engineering and roads sector and residential sector, in Montreal on this 23rd day of May, 2007.

Said agreement shall be effective as of May 23, 2007 and shall remain in force until at such time as it is renewed or revised in accordance with the Act respecting labour relations, vocational training and manpower management in the construction industry.

Letter of understanding signed by the parties in Montreal on May 23, 2007.

<u>Donald Fortin</u>	<u>Pierre Dion</u>
<u>Pierre Labelle</u>	<u>Alain Robert</u>
<u>Michel Fournier</u>	Association des entrepreneurs en construction du Québec (AECQ)
<u>Pierre Ross</u>	
<u>Alain Mailhot</u>	
<u>Yves Côté</u>	

Confédération des syndicats nationaux (CSN-Construction), Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction)

* Schedule K is an integral part of the “clauses common to all sectors”.

LETTER OF UNDERSTANDING CONCERNING
THE DEVELOPMENT OF TOOL LISTS

- 1) Within thirty (30) days of the signing of the collective agreement, the signatory parties shall set up a committee whose purpose is to establish the lists of tools that shall be provided by the employees in trades working in the residential sector.
- 2) The committee shall comprise six (6) members, designated as follows:
 - i. One (1) union representative designated per signatory representative association.
 - ii. Three (3) employer representatives designated by the sector-based employers’ association.
- 3) a) The committee shall establish its operating rules;
- b) Determine the trades for which a list of tools will be established and the date on which its work will end;
- c) Determine the effective date for the lists that are to become an integral part of the collective agreement.

Signed by the parties in Montreal on May 18, 2007

<u>Donald Fortin</u>	<u>Michel Fontaine</u>
<u>G�rard Cyr</u>	<u>Omer B. Rousseau</u>
<u>Pierre Labelle</u>	<u>�ric Cherbaka</u>
<u>Yves C�t�</u>	
<u>Alain Mailhot</u>	
<u>Ted McLaren</u>	
<u>Pierre Ross</u>	
<u>Michel Fournier</u>	

Conf d ration des syndicats nationaux (CSN-Construction), Conseil provincial du Qu bec des m tiers de la construction (International) and the Centrale des syndicats d mocratiques (CSD-Construction)

LETTER OF UNDERSTANDING CONCERNING
MEASURES RELATED TO RESIDENTIAL
SECTOR MANPOWER

Employers shall remit with their monthly reports, \$0.04 for every hour worked by each of their employees in the month preceding the report.

The purpose of this contribution is to allow employers and unions to ensure and promote the harmonious implementation of applicable working conditions on job sites and to measure the relevancy and effectiveness thereof as well as carry out any other initiative and study aimed at fostering greater cooperation among the parties, including a wage and work schedule study.

On the last working day of every calendar month, the Commission shall pay out concurrently to the employer and union parties their respective share of the sector-based contribution so collected based on hours worked. It shall also pay out to each party in the same proportions any interest earned after deduction of any administrative expenses arising from the management of said contributions.

The employer and union parties may use the contributions so received in the manner they consider most appropriate and best suited to their particular needs.

Signed by the parties in Montreal on May 18, 2007.

<u>Donald Fortin</u>	<u>Michel Fontaine</u>
<u>G�rard Cyr</u>	<u>Omer B. Rousseau</u>
<u>Pierre Labelle</u>	<u�ric cherbaka<="" u=""></u�ric>
<u>Yves C�t�</u>	
<u>Alain Mailhot</u>	
<u>Ted McLaren</u>	
<u>Pierre Ross</u>	
<u>Michel Fournier</u>	

Conf d ration des syndicats nationaux (CSN-Construction), Conseil provincial du Qu bec des m tiers de la construction (International) and the Centrale des syndicats d mocratiques (CSD-Construction)

Association provinciale des constructeurs d'habitation du Qu bec inc. (APCHQ)

**SUMMARY OF THE LABOUR STANDARDS ACT
WITH RESPECT TO MATERNITY, PATERNITY
AND PARENTAL LEAVE**

This summary is for information purposes only. The relations between the parties to this collective agreement are governed by the Labour Standards Act.

Maternity, paternity and parental leave:

All employees are entitled to maternity, paternity or parental leave, in accordance with the following terms and conditions:

- 1. Birth or Adoption: An employee may be absent from work for five (5) days for the birth of his child or the adoption of a child. The first two (2) days of absence shall be with pay, when the employee is credited with sixty (60) days of uninterrupted service. The leave may be divided into days at the request of the employee. It may not be taken more than fifteen (15) days after the child arrives at the residence of its father or mother. The employee must advise his employer of his absence as soon as possible. However, an employee who adopts the child of his spouse shall only be entitled to two (2) days of leave without pay.
- 2. Obligations with respect to a child: An employee may be absent from work, without pay, for ten (10) days per year to fulfil obligations relating to the care, health or education of the employee's minor child when the employee's presence is necessary due to unforeseen circumstances or circumstances beyond his control. The employee shall have made every reasonable effort using the means at his disposal to handle such obligations otherwise, and to limit the length of such leave.

The leave may be divided into days. A day may also be fractioned if the employer so consents. The employee shall notify the employer of his absence as soon as possible.

- 3. Pregnancy: An employee may be absent from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife under the Act respecting the practice of midwifery.

The employee shall notify her employer as soon as possible of the time at which she will be absent.

- 4. Maternity leave: A pregnant employee is entitled to a maternity leave without pay of a maximum of eighteen (18) consecutive weeks.
- 5. Start of leave: The maternity leave shall not start before the beginning of the sixteenth (16th) week preceding the expected date of delivery.
- 6. Notice to employer: Maternity leave may be taken following notice in writing of at least three (3) weeks to the employer stating the maternity leave start date and the return-to-work date. The notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of delivery.

This notice may be less than three (3) weeks when, according to the medical certificate, the employee needs to stop work within a shorter time limit.

- 7. Medical certificate: From the sixth (6th) week preceding the expected date of delivery, the employer may require, in writing, that a pregnant employee who is still at work produce a medical certificate attesting that she is fit to work.

If the employee refuses or neglects to produce the certificate within eight (8) days, the employer may require that she take her maternity leave immediately by sending her a written notice to that effect giving the reasons.

Moreover, an employer may require a medical certificate from an employee who returns to work within two (2) weeks following delivery, attesting to the fact that she is fit to work.

8. Paternity leave: An employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, at the time of the birth of his child. The paternity leave shall begin at the earliest in the week in which the child is born and shall end no later than fifty-two (52) weeks after the week in which the child is born.

9. Parental leave: The father and the mother of a newborn child, and a person who adopts a child that has not reached the age at which children are legally required to attend school are entitled to parental leave without pay of not more than fifty-two (52) consecutive weeks.

This article does not apply to an employee who adopts the child of his spouse.

10. Start of leave: Parental leave shall begin, at the earliest, on the day of the birth of the newborn child, or, in the case of adoption, the day on which the child is entrusted to the employee within the framework of an adoption procedure or the day on which the employee leaves his work to go to a place outside Quebec in order for the child to be entrusted to him. It shall end no later than seventy (70) weeks after the birth or, in the case of adoption, seventy (70) weeks after the child has been entrusted to the employee.

11. Notice to employer: Parental leave may be taken after giving notice of not less than three (3) weeks to the employer, stating the date on which the leave will begin and the date on which the employee will return to work, except in cases and under conditions specified by government regulation.

12. Notice of shorter leave: An employee may report to work before the date specified in the notice provided for in Paragraphs 6) and 12) or in a regulation enacted under Paragraph 7), after giving the employer at least three (3) weeks' notice in writing of the new date on which he will return to work.

13. Presumption of resignation: An employee who does not report to work on the return-to-work date stated in the notice given to his employer is presumed to have resigned.

14. Reinstatement of employee: Following a parental, paternity or maternity leave, the employer shall reinstate the employee into his regular job with the same benefits, including the wage to which he would have been entitled had he remained on the job.

If the employee's regular job no longer exists upon his return to work, the employer shall grant him all rights and privileges to which he would have been entitled had he been on the job at the time the position was eliminated.

Benefits determined by the government: The government shall determine, by regulation, the benefits that an employee shall be entitled to during a maternity or parental leave, particularly, concerning his seniority, the duration of his annual vacation, compensation related to such leave and his participation in the fringe benefits recognized for his place of work.

Restrictions: Paragraphs 4) to 16) shall not confer to an employee any benefit that he would not have received had he remained on the job.

LETTER OF UNDERSTANDING CONCERNING
THE MECHANISM FOR THE USE OF SURPLUS-
ES FROM THE BASIC INSURANCE PLAN FOR
QUEBEC CONSTRUCTION INDUSTRY
EMPLOYEES

In consideration of:

- The inflationary nature of the plans;
- The quality of the existing insurance plans;
- The commitment to maintaining the stability of the insurance coverages;
- The commitment to controlling the cost of the insurance plans.

It is hereby agreed by the parties to establish a mechanism for use of the surpluses in accordance with the following terms and conditions:

1st Condition:

To be able to proceed with improvements to coverages, the surpluses must exceed the following amount:

- 200% of the maximum level of the contingency fund, i.e., the equivalent of two thirds of the estimated amount of contributions paid into the group providence fund for the reference year;
- Plus, where applicable, the present value of any insufficiency in contributions until the expiry of the collective agreements in effect at the time of the improvement, taking into account any increase in contribution planned for the same period.

2nd Condition:

75% of the surplus over and above the amount specified in the 1st condition may be used to improve coverages. The remaining 25% may be used during the term of this collective agreement, particularly, to resolve certain application or interpretation problems submitted to the Fringe Benefits Committee that incur expenses for the plans.

3rd Condition:

An improvement to coverage may be implemented if its present cost for the 15-year period following its implementation is less than the portion of the surpluses available for this purpose.

4th Condition:

Any improvement to coverage shall be the object of an agreement reached between the employer and union parties.

Letter of understanding signed by the parties in Montreal on May 23, 2007.

<u>Donald Fortin</u>	<u>Pierre Dion</u>
<u>Pierre Labelle</u>	<u>Alain Robert</u>
<u>Michel Fournier</u>	
<u>Pierre Ross</u>	Association des entrepreneurs en construction du Québec (AECQ)
<u>Alain Mailhot</u>	
<u>Yves Côté</u>	

Union alliance comprising
CSD-Construction, CSN-
Construction and the
CPQMC-International

LETTER OF UNDERSTANDING CONCERNING
THE RESERVE FOR ECONOMIC FLUCTUATIONS
OF THE SUPPLEMENTAL PENSION PLAN FOR
QUEBEC CONSTRUCTION INDUSTRY
EMPLOYEES

The parties hereby agree to change the minimum level of the economic fluctuations reserve in the general account, calculated as a percentage of the value of the obligations of the account, and to set the minimum level at the higher of the following percentages:

- 15%
- 20% less the percentage reached by the reserve for future indexation in the retirement account.

In this way, a reduction in the minimum level of the economic fluctuations reserve would take into account the situation of the retirement account. Hence, the minimum reserve in the general account could be reduced to 15% in a situation where the reserve for future indexation reached 5% of the value of the obligations of the retirement account.

This letter of agreement may be implemented after a regulation drafted by the Régie des rentes du Québec for the purpose of stipulating the rules of solvency applicable to the construction industry pension plan has been enacted by the Gouvernement du Québec, and after the implications of its content have been reviewed, thereby allowing the implementation of said letter of understanding.

Letter of understanding signed by the parties in Montreal on May 23, 2007.

<u>Donald Fortin</u>	<u>Pierre Dion</u>
<u>Pierre Labelle</u>	<u>Alain Robert</u>
<u>Michel Fournier</u>	
<u>Pierre Ross</u>	Association des entrepreneurs en construction du Québec (AECQ)
<u>Alain Mailhot</u>	
<u>Yves Côté</u>	

Union alliance comprising
CSD-Construction, CSN-
Construction and the
CPQMC-International

SIGNING

**SIGNING OF THE COLLECTIVE AGREEMENT
FOR THE RESIDENTIAL SECTOR**

Between

The Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction),

And

The Association provinciale des constructeurs d'habitations du Québec inc. (APCHQ),

As authorized under the provisions of Section 44.1 of the Act respecting labour relations, vocational training and manpower management in the construction industry, the parties hereby enter into this agreement for the residential sector.

IN WITNESS WHEREOF, the parties have signed this agreement in Montreal on May 18, 2007.

<u>Donald Fortin</u>	<u>Michel Fontaine</u>
<u>Gérard Cyr</u>	<u>Omer B. Rousseau</u>
<u>Pierre Labelle</u>	<u>Éric Cherbaka</u>
<u>Yves Côté</u>	Association provinciale des constructeurs d'habitation du Québec inc. (APCHQ)
<u>Alain Mailhot</u>	
<u>Ted McLaren</u>	
<u>Pierre Ross</u>	
<u>Michel Fournier</u>	

Confédération des syndicats nationaux (CSN-Construction), Conseil provincial du Québec des métiers de la construction (International) and the Centrale des syndicats démocratiques (CSD-Construction)