

# Institutional and Commercial

SECTOR

## 2007-2010

Collective Agreement



Commission  
de la construction  
du Québec

**COLLECTIVE AGREEMENT  
2007-2010**

REACHED BETWEEN THE ACQ AND  
THE CSD-CONSTRUCTION,  
THE CSN-CONSTRUCTION AND THE  
CONSEIL PROVINCIAL DU QUÉBEC  
DES MÉTIERS DE LA CONSTRUCTION  
(INTERNATIONAL)

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## DIVISION I

### DEFINITIONS

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

- 1) **"Representative association":** an association to which the Commission has issued a certificate in accordance with Section 34 of the Act.
- 2) **"Majority representative association":** for the purpose of this collective agreement, the CSD-Construction, the CSN-Construction and the Conseil provincial du Québec des métiers de la construction (International) shall constitute the majority representative association.
- 3) **"Employees' association":** a professional union representing construction employees not constituted as a corporation, or a union, a federation or confederation of such unions or groups, a trades council, a provincial trades council or a federation of such councils, the purpose of which is the study, defence and development of the economic, social and educational interests of its members and which has jurisdiction throughout Quebec in respect of all construction trades and jobs.
- 4) **"Sector-based employers' association":** the Association de la construction du Québec, as recognized under the Act.
- 5) **"CSST":** the Commission de la santé et de la sécurité du travail.
- 6) **"Job site":** any place where work covered under the Act is performed.
- 7) **"Job site with bunkhouses":** any construction job site located away from an urban centre, where suitable room and board facilities are not available in sufficient number, and where the setting up of temporary accommodation facilities is required for the performance of the work.

- 8) **“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.
- 9) **“Crew leader”**: any employee who, at the express request of the employer, performs, in addition to his trade or occupation, duties involving supervision or coordination.
- 10) **“Group leader”**: any employee who, at the express request of the employer, performs duties involving supervision or coordination. He shall possess a journeyman certificate for his trade or occupation. When a higher level of supervision is present on the job site, such as a superintendent or designated employer representative, the group leader may temporarily perform duties related to his trade or occupation.
- 11) **“Commission”**: the Commission de la construction du Québec.
- 12) **“Dismissal”**: the termination of a worker’s employment with an employer resulting from the implementation of a disciplinary measure.
- 13) **“Spouse”**: any person of the opposite or same sex who:
  - a) Is married to or is in a civil union with an employee.
  - b) Has been living maritally with an employee for at least 12 months.
  - c) Is living maritally with an employee in the following cases:
    - i. At least one child has been 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 together maritally for a period of at least 12 consecutive months.

For the purpose of applying this collective agreement, a person is no longer the spouse of an employee, when that person has ceased to cohabit with the employee, following the breakdown of their union, for more than 90 days, or, as the case may be, as of the date on which another person becomes the employee’s spouse.

- 14) **“Collective agreement”**: this collective agreement concerning the working conditions as agreed to by the signatory sector-based employers’ association and representative associations.
- 15) **“Employer”**: any party, including the Gouvernement du Québec, that has work carried out by an employee.
- 16) **“Grievance”**: any disagreement related to one of the subjects specified in Section 62 of the Act.
- 17) **“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.
- 18) **“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 obliged to be present at his place of work, as well as any hours or fractions thereof between the time at which he is required to report to work and the time work is given to him.

- 19) **“Working day”**: any day included in the standard work week as defined in Division XX with the exclusion of Saturdays, Sundays, non-working days, annual vacations and statutory holidays.
- 20) **“Crane rental employer”**: any employer whose main activity consists of renting cranes.
- 21) **“Act”**: the Act respecting labour relations, vocational training and manpower management in the construction industry (R.S.Q., c. R-20).
- 22) **“Disagreement”**: Any dispute over the interpretation and application of the collective agreement, except for those provided for under Section 62 of the Act.
- 23) **“Disciplinary measure”**: any reprimand, suspension, unjustified layoff, or dismissal.
- 24) **“Layoff”**: any temporary or permanent severance of an employee’s employment with an employer that is justified by a lack of work on a job site or within a company.
- 25) **“Movement of manpower”**: assignment, transfer, promotion or callback.
- 26) **“Operator”**: heavy equipment operators, crane operators, heavy machinery operators, shovel operators, mechanics, truck drivers, heavy equipment welders, heavy equipment tire and body servicemen, hoisting equipment operators, stationary and portable plant operators, generator operators, and apprentices of the above-mentioned trades.
- 27) **“Pile setter”**: Any employee assigned to pile driving.
- 28) **“Regulation respecting vocational training”**: the Regulation respecting the vocational training and qualification of manpower in the construction industry (R.S.Q., 1981, c. F-5, r.3).

- 29) **“Regulation respecting hiring and mobility”**: Regulation respecting the hiring and mobility of employees in the construction industry (R-20, r. 5.3).
- 30) **“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.
- 31) **“Wages”**: any remuneration in currency and any compensation or benefits with monetary value as determined by the collective agreement.
- 32) **“Employee”**: any apprentice, labourer, unskilled worker, skilled worker, journeyman or clerk, who works for an employer and is entitled to a wage.
- 33) **“Institutional and commercial sector”**: as defined under the Act, the sector comprising the construction of buildings, including facilities and equipment either physically attached or not to these buildings, which are reserved mainly for institutional and commercial purposes, as well as any construction work which cannot be included in the residential, industrial and civil engineering and roads sectors.
- 34) **“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).
- 35) **“Renovation work”**: the restoring of machinery or a building to its initial state (regenerating, modernizing).
- 36) **“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).
- 37) **“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.

- 38) **“Union”**: any union or association of employees affiliated with a representative association in accordance with the Act.

## DIVISION II

### RECOGNITION

2.01 The CSD-Construction, the CSN-Construction and the Conseil provincial du Québec des métiers de la construction (International) recognize the Association de la construction du Québec as the only employer agent authorized to negotiate and enter into this collective agreement.

2.02 The Association de la construction du Québec recognizes the CSD-Construction, the CSN-Construction and the Conseil provincial du Québec des métiers de la construction (International) as the only representative association authorized to negotiate and enter into this collective agreement.

## DIVISION III

### JURISDICTION

3.01 **Professional jurisdiction**: No one may carry out construction work, unless he is an employer, an employee who is a member of a union association as specified under Section 28 of the Act, an independent contractor or a representative as designated under Section 19.1 of the Act.

3.02 **Maintaining jurisdiction**: All construction work as specified under the Act is deemed to come under the jurisdiction of the collective agreement

until such time as the Construction Industry Commissioner has rendered a decision to the contrary.

### 3.03 **Territorial and sector-based jurisdiction**:

The collective agreement covers the entire territory of Quebec without exception and applies to all construction work making up the institutional and commercial sector as defined in Subsection 1.01 33).

However, when construction work on facilities and equipment coming under the institutional and commercial sector is considered civil engineering and roads work, the applicable working conditions are those as provided for under the civil engineering and roads collective agreement, without, however, being concurrent with the conditions provided for under the institutional and commercial sector agreement. Moreover, hours declared to the Commission shall remain subject to the institutional and commercial sector agreement.

The working conditions applicable to blasters, drillers, underground workers, surveyors and divers are those as provided for under the civil engineering and roads collective agreement.

## DIVISION IV

### TRADES, SPECIALTIES AND OCCUPATIONS

#### 4.01 **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 “D” of this collective agreement.

#### 4.02 Crew leader:

- 1) **General rule:** The employer shall designate a crew leader when it employs, on the same job site, 4 or more employees practising the same trade, specialty or occupation, unless a higher level of management or supervision such as group leader, general foreman, superintendent or a representative designated by the employer is already present.

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) **Special rule: Boilermaker, reinforcing steel erector, millwright, structural steel erector and ornamental ironworker:** The concept of crew leader does not apply to these trades.
- 3) **Special rule: Tinsmith:** The employer shall designate a crew leader when it employs, on the same job site, more than 2 employees practising the same trade, for a minimum length of 5 days, unless a higher level of management or supervision such as group leader, general foreman, superintendent or a representative designated by the employer is already present.

#### 4.03 Group leader:

- 1) **General rule:** The employer shall designate a group leader when it employs, on the same job site, 7 or more employees practising the same trade, specialty or occupation, unless a higher level of management or supervision such as general foreman, superintendent or a representative designated by the employer is already present.

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.

- 2) **Special rule: Boilermaker:** The employer shall designate a group leader when it employs more than 1 boilermaker on the same job site. A group leader may perform the duties related to his trade until he has 4 boilermakers under his supervision. A group leader does not have the authority to hire or impose disciplinary measures on another employee, unless this duty is performed by one of the employer's higher-level management employees with a competency certificate allowing him to practise only the trade of boilermaker. An apprentice may not act as group leader.
- 3) **Special rule: Roofer:** The employer shall designate a group leader when it employs, on the same job site, 7 employees practising the same trade, unless a higher level of management or supervision such as general foreman, superintendent or a representative designated by the employer is already present.

When there are 12 employees under his supervision, the group leader may not perform the duties normally performed by an employee, unless a level of management or supervision is already present.

An apprentice may not act as group leader.

- 4) **Special rule: Tinsmith:** The employer shall designate a group leader when it employs, on the same job site, 7 employees practising the same trade, unless a higher level of management

or supervision such as general foreman, superintendent or a representative designated by the employer is already present.

At no time may a group leader perform duties normally performed by an employee, except for preparatory or minor work.

An apprentice may not act as group leader.

- 5) **Special rule: Crane operator:** The concepts of crew leader and group leader do not apply to crane rental.
- 6) **Special rule: Reinforcing steel erector, structural steel erector and ornamental ironworker:** The employer shall designate a group leader when it employs, on the same job site, 4 employees practising the same trade or specialty, unless a higher level of management or supervision such as general foreman, superintendent or a representative designated by the employer is already present.  
  
An apprentice may not act as group leader.
- 7) **Special rule: Millwright:** The employer shall designate a group leader when it employs, on the same job site, 4 employees practising the same trade. The group leader does not have the authority to hire or impose disciplinary measures on another employee. An apprentice may not act as group leader.

4.04 **New Materials:** In all trades, specialties and occupations, where a material is substituted for a regular and accepted material, the wage rate of the appropriate trade, specialty or occupation shall apply, and the work must be performed by an employee entitled to perform such an operation under Article 4.01.

Division V shall apply when there is a trade jurisdiction dispute involving technological change.

#### 4.05 **Performance of work by journeyman or apprentice:**

- 1) **General rule: 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 subsection does not apply in the case of trade jurisdiction disputes.

Cutting, sharpening, equipment rigging and drilling are performed by the journeymen or apprentices from the trade concerned. Welding and cutting, however, may also be performed by welders.

- 2) **Special rule: Boilermaker, structural steel erector and ornamental ironworker:** When welding and cutting work is required for the performance of tasks related to a trade, the employer shall assign a journeyman or apprentice from the trade qualified to perform such work. The application of this subsection must under no circumstances delay the work of the employer on the job site.
- 3) **Special rule: Roofer:** The welding of material related to the roofer trade shall be performed by employees from this trade.
- 4) **Special rule: Electrician:** Cutting, sharpening, equipment rigging and drilling related to electrical installation work are performed by an employee from the electrician trade.

Welding related to electrical installation work is performed by an electrician with priority given to a journeyman qualified to perform welding work.

However, when no employee from the electrician trade is present on the job site, the employer may temporarily, and for a very short period, after notifying the majority union group representative in writing thereof, assign another employee qualified to perform the work in question.

- 5) **Special rule: Tinsmith:** Cutting and welding shall be performed by employees from this trade. The application of this subsection must under no circumstances delay the work of the employer on the job site.
- 6) **Special rule: Crane operator:** On the job site, any work involving the installation of attachments or rigging on a mobile crane on wheels or on caterpillar tracks, including the assembly and dismantling of cables, shall be performed by a crane operator-journeyman assisted by another crane operator-journeyman or apprentice crane operator when required, or assisted by other employees as needed.
- 7) **Special rule: Millwright:** When welding or cutting work is required for the performance of duties related to this trade, the employer shall hire a millwright on a preferential basis. Moreover, the millwright shall perform the work specified under the Regulation respecting vocational training.
- 8) **Special rule: Erector-mechanic (glazier):** Cutting and welding shall be performed by an employee from this trade who is qualified to perform the work, provided the time required to perform such work constitutes less than 20% of one standard working day (8 hours).

#### 4.06 Handling:

- 1) **General rule:** The handling of materials and scaffolding for a trade may be performed by journeymen or apprentices of such trade or in keeping with the customs of said trade.

Except in the cases and within the limits provided for in the general rule and for the following exceptions, the employer may have

any employee that it chooses handle materials and scaffolding.

For the purpose of Article 4.06, the word “handling” does not include power rigging.

- 2) **Special rule: Insulator, roofer, electrician, tinsmith, security systems installer, erector-mechanic (glazier), painter, resilient flooring layer, interior systems installer and flooring specialist-sander:** The handling of materials related to a trade shall be performed by an employee of such trade. However, the handling of scaffolding and the first hand drop shall be performed either by an employee of such trade or in keeping with the customs of the trade.
- 3) **Special rule: Bricklayer-mason, cement finisher, reinforcing steel erector, refrigeration mechanic, elevator mechanic, painter-joint pointer, plasterer and plasterer-joint pointer:** The handling of materials and scaffolding for a trade shall be performed by journeymen or apprentices of such trade or in keeping with the customs of the trade.
- 4) **Special rule: Carpenter-joiner:** The handling of support scaffolding and the materials and equipment related to the trade shall be performed by an employee of such trade when performed for immediate and permanent installation purposes.

However, the handling of scaffolding in cases other than those provided for in the preceding paragraph and the handling of materials and equipment related to formwork shall be performed by a carpenter-joiner or in keeping with the customs of the trade.

Moreover, the installation or placing of materials related to the trade of carpenter-joiner shall at all times be performed in compliance with the definition of carpenter-joiner as specified in the Regulation respecting vocational training.

- 5) **Special rule: Boilermaker:** The handling of materials and scaffolding as well as the first hand drop shall be performed by journeymen or

apprentices from the trade or in keeping with the customs of the trade.

6) **Special rule: Fire-protection mechanic and pipefitter:** The handling of materials and scaffolding as well as the first hand drop shall be performed by journeymen or apprentices from the trade or in keeping with the customs of the trade.

7) **Special rule: Millwright:** Handling is performed by a millwright, regardless of the method(s) and/or type of equipment, whether mechanized or not, as used for the purpose of handling (rigging), first hand drop, and the handling of materials, equipment and accessories.

The handling of scaffolding related to the duties of the trade shall be performed by a millwright or in keeping with the customs of the trade.

The application of this subsection must under no circumstances delay the work of the employer when no millwright is available.

8) **Special rule: Structural steel erector and ornamental ironworker:** Handling is performed by a structural steel erector and ornamental ironworker, regardless of the method(s) and/or type of equipment, whether mechanized or not, as used for the purpose of handling (rigging), first hand drop, and the handling of materials, equipment and accessories.

The handling of scaffolding related to the duties of the trade shall be performed by a structural steel erector and ornamental ironworker or in keeping with the customs of the trade.

The application of this subsection must under no circumstances delay the work of the employer when no structural steel erector or ornamental ironworker is available.

4.07 **Training:** An employer who assigns an employee to operate new equipment or perform new tasks as a result of technological development or

mechanization shall pay the employee the wage rate for his trade, specialty or occupation during the period required for his training.

4.08 **New equipment: Crane operator:** An employee who is assigned to operate a new type of crane or a crane with a new type of attachment shall receive the wage provided for his trade during the period required by his employer for his training or retraining.

## DIVISION V

### TRADE JURISDICTION DISPUTES

#### 5.01 Preventive measures:

A work assignment or a trade jurisdiction dispute arising from such assignment may only apply to one job site connecting the same parties.

1) **Preparatory meeting:** At a preparatory meeting for a construction project, the parties shall agree to promote the holding of a mark-up meeting, as a preventive measure.

2) **Mark-up meeting:** Prior to the start of major construction work, the client or the employer responsible for all construction work may convene the representative associations, unions and employers concerned to a mark-up meeting in order to identify the trades, specialties and occupations required to perform all or part of the work.

When there is a dispute at the mark-up meeting over the assignment of construction work, the dispute shall be immediately submitted to the person responsible from the union of the trades, specialties or occupations concerned.

If the dispute cannot be settled within 48 hours of the mark-up meeting, one of the parties shall submit it at the second step of the procedure provided for in Article 5.02.

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

- 1) **1<sup>st</sup> step:** The union representatives and employers involved in the dispute shall have the opportunity to settle the dispute within 2 working days of learning of said dispute.
- 2) **2<sup>nd</sup> step:** When the dispute is still not settled, one of the parties concerned shall submit the dispute to the trade jurisdiction dispute settlement committee within 2 working days after the deadline for the preceding step, as follows:

Notice of such shall be conveyed in writing to the Commission Secretary. The Secretary shall appoint the members of the committee within 24 hours of receiving this notice and shall inform each of the representative associations identified under the Act, and the sector-based employers' association, unions and employers involved in the dispute of the date, time, location and purpose of the hearing.

The committee shall sit within 48 hours of its appointment and settle the dispute within 48 hours of such appointment, as follows:

- a) The committee shall first try to bring the parties closer together in order to resolve the dispute.
- b) In the event that settling the dispute through mediation proves impossible, the committee shall assign the work at the centre of the dispute.
- 3) **3<sup>rd</sup> step:** When the dispute could not be settled at the preceding step or when one of the parties involved in the dispute is not satisfied with the way in which the work has been assigned, the dispute shall be submitted to the Construction Industry Commissioner as provided for under the Act.

**5.03 Continuity of work:** When the dispute is not settled at the first step or until a decision has been rendered at the second step (assignment of the work by the committee), any employee performing work over which there is a dispute shall continue to perform such work.

However, from the time of the assignment of the work as decided by the committee at the second step, said assignment shall be upheld until the Construction Industry Commissioner has rendered a decision, in such case.

#### **5.04 Committee members and operating rules:**

- 1) The committee shall be composed of 3 members designated by the Commission Secretary from a list provided by the parties and agreed to by the signatories to this collective agreement.
- 2) The hearing shall be held in the regional office of the Commission closest to the job site where the dispute arose or at any other location agreed to by the parties.
- 3) Decisions by the members are made on a majority basis and shall be based on the definitions of trades, specialties and occupations provided for under the Regulation respecting vocational training and under this collective agreement.

The committee shall use the same reference documents as the Construction Industry Commissioner when making its decisions.

- 4) Any mediated agreement, any decision by the committee regarding assignments and any recommendation concerning technological changes and innovations shall be made in writing and filed with the Commission Secretary's office, which shall convey a copy of such to the representative associations and the sector-based employers' association.

The Commission shall provide secretarial services. Once a decision has been reached,

the committee chairman must submit all documents filed at the hearing to the Commission. The Commission shall keep these documents on file for future reference.

- 5) **Financing:** Expenses arising in relation to the committee's activities shall be assumed by the Commission.
- 6) **Legal action against members:** No legal action may be taken against the members of the dispute settlement committee when acting in this capacity.
- 7) In order to ensure effective labour relations management, the parties hereby recognize that a dispute that has been ruled on by a dispute settlement committee should not be resubmitted to a dispute settlement committee when it involves the same dispute.

## DIVISION VI

### UNION SECURITY

**6.01 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 must 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.

**6.02 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.

### 6.03 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.

For the purpose of this division, "a member in good standing" means that an employee holds a union membership card from a union, complies with its bylaws and rules, and pays the union dues specified in Division VII.

- 2) **Employee statement:** Within a maximum of 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 and 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 must comply with the provisions of Division VII.

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 must 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 to have the 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.

## DIVISION VII

### UNION DUES CHECK-OFF

7.01 **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.

7.02 **Check-off designation:** Pursuant to the obligation provided for in Article 7.01, employers shall collect the dues payable to a union pursuant to Article 7.06, taking into account the information shown on the form specified in Article 6.03 or in any correction notice made pursuant to Article 6.03, Subsection 6).

7.03 **Remittance of deducted union dues:** The Commission shall remit the dues so received to the representative associations with a memorandum of names, within 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 6.03, Subsection 6). The memorandum of names shall also take into account any correction notice conveyed under Article 6.03, Subsection 6).

7.04 **Employer's obligation:** Any employer who refuses or fails to comply with Article 7.01 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.

**7.05 Notice to Commission:** Within 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.

**7.06 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 change to these amounts.

**7.07 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 were notified thirty (30) days prior to the start of such period:

- 1<sup>st</sup> week of the January report
- 1<sup>st</sup> week of the July report

At no other time is the employer required to change the dues it must deduct, except to implement a correction as provided for under Article 6.03 of the collective agreement.

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

**7.08 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.

**7.09 Union education fund:** An employee shall make a contribution to the union education fund of \$0.02 for every hour worked. Such amount shall be deducted from the employee's pay by his employer and remitted to the Commission at the same time as the monthly report.

This amount shall serve to implement a union education fund for the purpose of allowing the representative associations identified under the Act to dispense training services aimed at the development of competencies regarding all aspects of labour relations.

The Commission shall forward to each representative association, according to the amounts collected for the members represented by such association, the amounts so received with a memorandum of names within 15 days of receipt. The memorandum of names so forwarded shall also take into account any correction notice made pursuant to Article 6.03, Subsection 6).

## DIVISION VIII

### UNION REPRESENTATIVE, JOB-SITE STEWARD AND REGIONAL EMPLOYER REPRESENTATIVE

#### 8.01 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 2 hours prior with the employer, his representative or agent, at the place of business of the employer or at any other location that 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.

8.02 **Job-site steward:** For reference purposes, this article reproduces the provisions pertaining to the job-site steward 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 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 remuneration:**

- 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 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 5 days, it shall notify the steward 3 working days in advance. Such 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 4 hour's wages at the straight time wage rate in effect for every day for which notice is not given, up to 3 working days.

8.03 **Regional employer representative:** The ACQ shall designate a representative for every region of Quebec.

At the request of the employer, the employer representative shall accompany and advise the employer in the dispute settlement process for disputes relating to the interpretation of the collective agreement.

## DIVISION IX

### ABSENCES

9.01 **Employee's right:** 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.

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.

#### 9.02 **Procedure:**

- 1) **Standard procedure:** A request shall be made in writing and give the employee's departure

date and the reason for and the probable duration of the intended absence. Such request shall be received by the employer at least 5 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, 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 48 hours of the verbal notice.

#### 9.03 **Restrictions and period 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 1 employee.
- 2) **Period of absence:** For the purpose of this division, the employer is not required to grant the same employee more than 40 days of leave without pay during the course of any one calendar year. Moreover, 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.
- 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.

9.04 **Employer's obligation:** No employee shall be subject to discriminatory or disciplinary measures because he took leave of absence as provided for under this division. The employer shall take the employee back into its service on the first working

day following leave as granted under this division, provided there is work available in his trade, specialty or occupation.

This article shall not apply when the employee has received a layoff notice.

## **DIVISION X**

### **GRIEVANCE SETTLEMENT PROCEDURE**

#### 10.01 **Employee's 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.

#### 10.02 **Procedure:**

- 1) A grievance shall be submitted in writing and shall be sent to the employer or its representative

within 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 representative association, or when one or the other is 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) The employer shall give a written reply to the grievance to the representative association, the union or the employee within 5 working days of the date of receipt of the grievance.
- 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.

**10.03 Deadlines:** All grievance deadlines specified under this division are compulsory and may only be extended through 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.

**10.04 Proof of delivery:** The date appearing on the postmaster's seal, the delivery receipt, or 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.

**10.05 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.

## **DIVISION XI**

### **DISCIPLINARY MEASURES**

**11.01 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.

11.02 **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 5 working days of receiving such a request, the reasons justifying the disciplinary measure.

11.03 **Prescription of right and employee record:**

- 1) No disciplinary measure may be imposed on an employee after 5 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 XII**

**DISCRIMINATION**

12.01 **Employer's obligation and obligation of representative association or union:**

- 1) **Employer's obligation:** No employer or person acting on behalf of an employer may take discriminatory measures against an employee in the following cases:
  - a) by reason of his race, colour, sex, sexual orientation, civil status, age, religion, political convictions, language, ethnic or national origin, social condition or union status and record.
  - b) by reason of any act or action taken in the exercise of a right as stipulated under the Act.
  - c) by reason of an absence in order to attend a religious service on a day that, in his religion, is a compulsory religious celebration.
  - d) by reason of any personal act or activity outside working hours that is not incompatible with the employee's performance of his duties.
  - e) by reason of his refusal to work outside the region where he usually works.
  - f) by reason of his judicial record.
- 2) **Obligation of representative association and union:** No representative association or union may take punitive measures against a group leader or crew leader because of the normal carrying out of such duties.

12.02 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.

12.03 Divisions X, XI and XIII concerning the grievance settlement procedure shall apply with the necessary modifications.

## DIVISION XIII

### ARBITRATION

#### 13.01 Sole Arbitrator:

- 1) Grievances submitted to arbitration shall be heard and judged by one of the persons specified in Schedule "I" further to an agreement by the parties or a designation by the Commission.

13.02 **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.

#### 13.03 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 decides according to the evidence he deems appropriate.
- 2) The arbitrator may render any decision he considers just and reasonable, taking into account 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.

- 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 of the employee. This right is extinguished the moment the employee is hired elsewhere or, at the latest, 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. 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.

13.04 **Proof:** In all cases involving disciplinary measures, the burden of proof lies with the employer.

#### 13.05 **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 such 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 a 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.

#### 13.06 **Hearing and decision:**

- 1) The arbitrator shall hear the grievance within 20 working days of his appointment in a location agreed upon by the parties concerned. When the parties cannot agree on a location, the arbitrator shall make such decision.
- 2) The arbitrator shall render his decision within 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 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 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 5 working days of the date on which it was conveyed.
- 7) Two 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 13.01, 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.

**13.07 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.

**13.08 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 XIV

### MOVEMENT OF MANPOWER

#### 14.01 Probation period:

- 1) **General rule:** All employees are considered to be on probation during the first 5 working days on the job. During this period, the employee may not use the grievance procedure in relation to the termination of his employment.
- 2) **Special rule: Insulator, boilermaker, crane operator, elevator mechanic, millwright, pipefitter and pipe welder:** This article does not apply to these trades.

#### 14.02 Right to callback:

##### 1) **General rule:**

- a) **During performance of employer's contract on job site:** The employer shall call back an employee who has been laid off while a contract is underway on a job site when, within 15 working days of his layoff, one of the jobs related to his trade, specialty or occupation becomes available again. This requirement is binding on the employer provided the laid-off employee is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

This right to callback is acquired only after an employee has finished his probation period.

The employer, however, shall not be required to call back an employee whose residence is located 120 or more kilometres from the job site where the work is carried out.

- b) **After completion of employer's contract on job site:** The employer shall call back an employee who has been laid off after the completion of a contract on a job site when, within 10 working days of his layoff, a job related to his trade, specialty or occupation becomes available again. This obligation is binding on the employer provided the employee who has been laid off is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

This right to callback is acquired only after an employee has finished his probation period.

The employer, however, shall not be required to call back an employee whose residence is located more than 60 kilometres from the job site when the job site is located in the Montreal, Quebec City, Trois-Rivières or Eastern Townships regions. Such distance is 48 kilometres in the other regions.

2) **Special rule: Insulator, boilermaker, crane operator, elevator mechanic, millwright, pipefitter and pipe welder:** This article does not apply to these trades.

3) **Special rule: Carpenter-joiner: After completion of employer's contract on job site:** The employer shall call back an employee who has been laid off after the completion of a contract on a job site when, within 10 working days of his layoff, a job related to his trade becomes available again or if the employer starts another contract of the same type on the job site. This obligation is binding on the employer provided the employee who has been laid off is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

This right to callback is acquired only after an employee has finished his probation period.

The employer, however, shall not be required to call back an employee whose residence is located more than 60 kilometres from the job site where the work is carried out.

4) **Special rule: Tinsmith:**

**During performance of employer's contract on job site:** The employer shall call back an employee who has been laid off while a contract is underway on a job site when, within 15 working days of his layoff, one of the jobs related to his trade, specialty or occupation becomes available again. This requirement is binding on the employer provided the laid-off employee is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

This right to callback is acquired only after an employee has finished his probation period.

The employer shall call back an employee whose residence is located more than 120 kilometres only when no employee whose residence is located within this distance from the job site is available.

**After completion of employer's contract on job site:** The employer shall call back an employee who has been laid off after the completion of a contract on a job site when, within 10 working days of his layoff, a job related to his trade, specialty or occupation becomes available again. This obligation is binding on the employer provided the employee who has been laid off is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

This right to callback is acquired only after an employee has finished his probation period.

The employer, however, shall not be required to call back an employee whose residence is located more than 48 kilometres from the job site where the work is carried out.

5) **Special rule: Refrigeration mechanic:**

a) An employer shall call back an employee who has been laid off within 15 working days of his layoff, provided the employee is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

b) This right to callback is acquired only after an employee has finished his probation period, in accordance with Article 14.01.

c) An employee who is credited with more than 4,000 hours for the same employer is entitled to a callback period of 60 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

d) For the purpose of implementing Paragraph c), the hours accumulated with the same employer are cancelled when the layoff extends for a period of 60 or more working days.

- e) An employee who is credited with more than 4,000 hours as a journeyman for the same employer is entitled to a callback period of 120 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

Notwithstanding Paragraph c), a refrigeration mechanic and security systems installer who holds a journeyman competency certificate shall always have priority with respect to the right to callback.

- f) For the purpose of implementing Paragraph e), the hours accumulated with the same employer are cancelled when the layoff extends for a period of 120 or more working days.
- g) The employer shall not be required to call back an employee whose residence is located more than 120 kilometres from where the work is carried out.
- h) When a company ceases its operations, for any reason whatsoever, a regular employee shall retain the right to be called back by that employer for a period of 12 months. When the employer resumes operations under the same name, under another name or as part of a new company, the employee shall be put back on the regular employee list with all the rights and privileges that were conferred to him when in the service of this employer.

6) **Special rule: Security systems installer:**

- a) An employer shall call back an employee who has been laid off within 15 working days of his layoff, provided the employee is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.
- b) This right to callback is acquired only after an employee has finished his probation period, in accordance with Article 14.01.

- c) An employee who is credited with more than 4,000 hours for the same employer is entitled to a callback period of 70 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

- d) For the purpose of implementing Paragraph c), the hours accumulated with the same employer are cancelled when the layoff extends for a period of 70 or more working days.

- e) An employee who is credited with more than 4,000 hours as a journeyman for the same employer is entitled to a callback period of 120 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

Notwithstanding Paragraph c), an employee who holds a journeyman competency certificate shall always have priority with respect to the right to callback.

- f) For the purpose of implementing Paragraph e), the hours accumulated with the same employer are cancelled when the layoff extends for a period of 120 or more working days.
- g) The employer shall not be required to call back an employee whose residence is located more than 120 kilometres from where the work is carried out.
- h) When a company ceases its operations, for any reason whatsoever, a regular employee shall retain the right to be called back by that employer for a period of 12 months. When the employer resumes operations under the same name, under another name or as part of a new company, the employee shall be put back on the regular employee list with all the rights and privileges that were conferred to him when in the service of this employer.

7) **Special rule: Fire-protection mechanic:**

- a) The employer shall call back an employee who has been laid off within 15 working days of his layoff, provided the employee is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.
- b) This right to callback is acquired only after the employee has finished his probation period, as specified under Article 14.01.
- c) An employee who is credited with more than 7,500 hours as a journeyman for the same employer is entitled to a callback period of 45 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.
- d) For the purpose of implementing Paragraph c), the hours accumulated for the same employer are cancelled when the layoff extends for a period of 90 or more working days.
- e) An employee who is credited with more than 4,500 hours as an apprentice for the same employer is entitled to a callback period of 20 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.
- f) For the purpose of implementing Paragraph e), the hours accumulated with the same employer are cancelled when the layoff extends for a period of 45 or more working days. When the employee twice fails the qualification exam, he loses this right to callback, but remains covered by the provisions of Article 14.02, Subsection 7) a).
- g) The employer shall not be required to call back an employee whose residence is located more than 120 kilometres from where the work is carried out.

The employer, however, may not hire a new employee residing outside the administrative region where the work is carried out, to perform the available work, without first having offered such work to an employee entitled to be called back by the employer.

The employee has the choice, in the latter situation, to accept or refuse the work so offered, without this affecting his right to callback for other work that the employer may carry out.

**14.03 Maintaining right to callback:**

An employee maintains his right to callback:

- 1) When he is receiving compensation from the CSST following an employment injury while working for the employer.
- 2) When he is on sick or accident leave in case of injury other than an employment injury.
- 3) While on maternity, parental or preventive leave for the period provided for under the laws governing this type of leave.
- 4) **Special rule: Insulator, boilermaker, crane operator, elevator mechanic, millwright, pipefitter and pipe welder:** This article does not apply to these trades.

**14.04 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 perform a job consisting of more than 4 consecutive days of work.

- 3) when he is dismissed for just and sufficient cause and is not reinstated following the grievance or arbitration procedure.
- 4) **Special rule: Insulator, boilermaker, crane operator, elevator mechanic, millwright, pipefitter and pipe welder:** This article does not apply to these trades.

#### 14.05 Notice from employer:

- 1) **General rule:** When hiring or layoff takes place, the employer shall notify the Commission in accordance with Section 40 of the Regulation respecting hiring and mobility. The Commission shall notify the representative association and union concerned.
- 2) **Special rule: Boilermaker, crane operator, elevator mechanic and millwright:** This article does not apply to these trades.

#### 14.06 Advance notice of layoff: Right of employee:

- 1) **General rule:** Any employee who works for an employer for at least 5 working days is entitled, when he is laid off for 3 or more consecutive working days, to advance notice in writing 48 hours prior to layoff.

However, when the planned layoff date is postponed by more than 2 working days, the employer must give new advance notice at least 48 hours prior to the new date.

#### **Exclusions when calculating advance notice:**

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

**Compensation in lieu of advance notice:** The employer is not required to give advance notice to an employee when he pays him compensation for his last work week equal to 8 times his wage rate, or when the standard work week is more

than 40 hours, the equivalent of a standard working day, i.e., 9 times his wage rate when the standard work week is 45 hours or 10 times when it is 50 hours.

#### 2) **Special rule: Carpenter-joiner:**

- a) As a special rule, an employee who is credited with more than 10,000 hours as a journeyman for the same employer is entitled, when laid off for a period of over 30 working days, to advance notice in writing of 5 working days prior to his layoff.
- b) An employer is not required to give advance notice to the employee in question, when it pays him, as compensation, the equivalent of 24 hours at his wage rate.
- c) For the other employees, the rules specified under Subsection 14.06 1) shall apply.
- d) For the purpose of implementing Paragraphs a) and b), the hours accumulated with the same employer are cancelled when the layoff is for a period of 90 or more working days.

#### 3) **Special rule: Electrician:**

- a) Any employee from this trade with over 3 years of continuous service with the same employer, is entitled, when he is laid off, to compensation based on his years of continuous service, calculated as follows:
  - i. more than 3 years of continuous service: the equivalent of 16 times his hourly rate.
  - ii. more than 5 years of continuous service: the equivalent of 32 times his hourly rate.

An employee, however, who benefits from such compensation when laid off, may not, when laid off again, claim the compensation for the years of service that he has already received. He shall be paid only the compensation earned since his last callback.

Continuous service is calculated as of January 1, 1997.

- 4) **Special rule: Refrigeration mechanic:** When a layoff occurs, the employer shall notify the employee's union within 5 working days of the layoff.

An employer shall give notice in writing to an employee when he is laid off for 5 or more consecutive working days.

Based on the employee's hours worked for the employer and recorded with the Commission, this notice is:

- 8 working hours when the employee has worked 1 to 4,000 hours
- 40 working hours when the employee has worked 4,001 to 8,000 hours
- 80 working hours when the employee has worked 8,001 or more hours

For the purpose of the preceding paragraph, the hours worked for an employer include all the hours worked for the employer from the time of hiring, even when the employee has undergone layoffs, provided the duration of such layoffs was less than 120 working days in the case of a journeyman and less than 60 working days in the case of an apprentice.

This notice does not apply in the case of an employee who has been dismissed.

An employer that does not give notice as specified above, or that gives notice of insufficient duration shall pay the employee compensation equal to his regular salary, for a period equal to the notice period or residual of the notice period to which the employee was entitled. This compensation shall be paid for his last week of work at the time of layoff.

**Exclusions when calculating notice period:** Saturdays, Sundays, statutory holidays and compulsory annual vacations shall not be counted in the advance notice period, unless the employee works these days.

**Exclusions with respect to advance notice:** When an employer informs an employee in writing at the time of hiring that he is employed for work which will be shorter in duration than the length of the notice to which he would be entitled, the notice period shall be equal to the number of planned hours of work.

- 5) **Special rule: Fire-protection mechanic:**
- a) As a special rule, an employee who is credited with more than 9,500 hours as a journeyman for the same employer, is entitled, when laid off for a period of over 30 working days, to advance notice in writing of 5 working days prior to his layoff.
  - b) An employer is not required to give advance notice to the employee in question, when it pays him, as compensation, the equivalent of 24 hours at his wage rate.
  - c) For other employees and employees laid off for 30 working days or less as specified under Subsection 14.06 5) a), the provisions of Subsection 14.06 1) shall apply.
  - d) For the purpose of implementing Paragraphs a) and b), the hours accumulated with the same employer are cancelled when the layoff is for a period of 90 or more working days.
- 6) **Special rule: Boilermaker, millwright:** This article shall not apply to these trades.

**14.07 Voluntary departure:** Any employee wishing to terminate his employment shall give his employer notice of 4 working hours.

Should an employee fail to give such notice, however, he shall not be liable to provide compensation in the form of a reimbursement.

#### 14.08 Special rule: Crane operator: Crane rental:

1) With respect to the movement of manpower, a priority right is given to the regular employees, based on their date of entry into the service of the employer. This right applies in the following cases and in accordance with the following terms and conditions:

- a) For the daily assignment of work during standard working hours.
- b) Cranes and other equipment are assigned by the employer based on the priority right, provided an employee possesses the necessary experience with the cranes or equipment in question, and in relation to the work to be carried out.

However, an assignment as specified in the preceding paragraph may be modified for a given period as agreed upon by the employer and the majority union group.

In the period from June to December, when a crane or piece of equipment requires the services of a second man and the latter may be an apprentice, the employer shall establish priority for such apprentice according to the terms and conditions specified in the first clause of this paragraph.

- c) Notwithstanding Paragraphs a) and b) of this article, the employer may disregard the priority rules as specified under this article where an employee is regularly assigned by the employer to a crane. The employer may modify its list of authorized employees, during the review periods provided for in Subsection 2), Paragraph a) of this article.

- d) Only an employee who has completed a qualification period may benefit from the priority right specified in this article.

An employee who has completed 600 hours of work with the same employer as of the date of signing of this collective agreement is considered to have completed his qualification period and his priority shall be established based on his date of entry into the service of the employer.

For employees whose names are on the priority lists dated July 1, 1999, the entry date shall correspond to the date shown on these lists.

The procedure is different for all other employees. The latter shall have completed their qualification period when they have worked 600 hours for an employer during the 12-month period following their entry into the service of the employer. Once the qualification period is finished, priority shall be established based on the qualification period termination date.

In the latter case, if an employee has not worked 600 hours with the employer during the 12-month period following his entry into the service of the employer, a new qualification period is established after the expiry of each 12-month period, or starting on the return-to-work date.

- e) A regular employee's priority right applies only to work performed in the administrative region for his residence.

The administrative regions are those as defined under the Regulation respecting hiring and mobility.

- f) Notwithstanding Paragraph e), a regular employee who, at the employer's request, agrees to work outside the administrative region for his residence or in another sector

of the industry maintains and accumulates his priority in the administrative region for his residence.

- 2) a) The employer shall keep the list up to date and shall modify the list every time employees are added or withdrawn. For authorized machines, a review shall be carried out twice yearly: on the first working day of January and the first working day of July of each year.

Any employee whose name is added or withdrawn from the priority list has 30 days to contest the list. On the expiry of this deadline, the list shall be considered to be in compliance.

- b) The employer shall make available to the resource person the daily assignment of work for verification purposes, within 24 hours of his request.
- 3) A regular employee maintains his priority when he is absent, in the following cases:
- a) An employment injury occurring during the performance of his work for the employer in question, for the duration provided for under the Act respecting industrial accidents and occupational diseases, but for a minimum of 24 months from the date of occurrence of such injury.
- b) An accident or illness other than an employment injury, for up to 24 months.
- c) Leave without pay granted by the employer.
- d) Maternity, parental and preventive leave in the case of pregnancy or of a nursing mother.
- e) During the winter period, from January 1 to March 31.
- f) To act as trainer at a crane operator school.

- 4) A regular employee loses his priority and his name is removed from the employer's list of regular employees in the following cases:

- a) When he voluntarily leaves his job.
- b) When he is dismissed for just and sufficient cause and is not reinstated under the grievance procedure.
- c) When his layoff lasts 12 or more months, including the winter period (January 1 to March 31).
- d) When he has not worked 120 hours during a period of 12 consecutive months.

- 5) The employee loses his daily priority when he refuses a journeyman assignment from his employer.

Any crane operator who has the opportunity to work for another employer shall give notice to the employer with which he has priority, of the duration of his absence and shall obtain the prior approval of the latter, under penalty of losing his right to daily assignment of work for a period of 5 working days.

- 6) In the case of layoff, employees are laid off in the reverse order of the employer's list of regular employees, in accordance with the provisions of Article 14.08, Subsection 1), Paragraphs b) and c).
- 7) Employees are called back to work according to the order of the employer's list of regular employees, starting with the most senior employee, in accordance with the provisions of Article 14.08, Subsection 1), Paragraphs b) and c).
- 8) When an employer ceases its operations, for any reason whatsoever, a regular employee shall retain the right to be called back by that employer for a period of 24 months. When the employer resumes operations under the same name, under another name or as part of a new company, the employee may demand to be put

back on the regular employee list with all the rights and privileges that were conferred to him when in the service of the employer.

9) When an employer is required to assign a regular employee, it proceeds as follows, while taking into account the criteria established under this division:

- a) The employer shall contact the employee by telephone.
- b) When it cannot reach the employee by telephone, it shall inform the resource person of such.
- c) Once assigned to a job, the employee may perform the job over the following days without being bumped by other regular employees. This principle remains in effect until the job in question is finished.
- d) When a service call to which a regular employee has been assigned is cancelled, the employee again becomes available on the priority list specified under Subsection 1) of Article 14.08, and he may not bump other employees who have received job assignments.

10) **Dispute settlement procedure:**

- a) When a dispute arises over the application of assignment rights, the resource person and the employer or the employer's representative shall first attempt to settle the dispute.

If the dispute is not settled within 24 hours, the dispute is then referred to the conciliation committee, which shall have a maximum of 5 days in which to settle the dispute. This is a compulsory prerequisite to the grievance settlement procedure.

b) **Joint conciliation committee:**

- i. **Role:** to settle all disputes arising over the application of assignment rights.

- ii. **Members:** One employer who is a member of the Association des propriétaires de grues du Québec, one member designated by the sector-based employers' association and 2 members designated by the union or group of unions concerned.

14.09 **Retrieving tools and personal belongings:**

- 1) **General rule:** The employer shall allow an employee who is laid off the time needed to collect his tools and personal belongings before the end of the standard working day.
- 2) **Special rule: Carpenter-joiner, electrician, erector-mechanic (glazier), pipefitter and pipe welder:** The employer shall allow an employee who is laid off the time needed, with a 1-hour minimum, to collect his tools and personal belongings before the end of the standard working day.
- 3) **Special rule: Boilermaker:** The employer shall allow an employee who is laid off 1 hour to collect his tools and personal belongings before the end of the working day. This hour is paid straight time at his wage rate.
- 4) **Special rule: Millwright:** The employer shall allow an employee who is laid off or who undergoes a job site transfer with the same employer the time needed, with a 30-minute minimum, to collect his tools and personal belongings before the end of the working day.

14.10 **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 is subject to the grievance settlement procedure.

14.11 **Crane operator (except crane rental) and pile setter:** During the period from May to November, when a crane or piece of equipment requires the

services of a second man and the latter may be an apprentice, the employer gives priority to the apprentice. The application of this paragraph shall under no circumstances prevent an employer from assigning to such work a crane operator journeyman who has worked 500 or more hours for it in the past twelve (12) months.

#### 14.12 Attendance allowance: Special rule:

**Electrician:** Any employee, who works for an employer for 6 or more days shall receive an attendance allowance equal to 4 straight time hours at his wage rate in his last week of pay. Such attendance allowance shall be equal to 8 straight time hours at his wage rate when the work for the employer lasts more than 30 days. One of these two attendance allowances shall be payable to the employee, except in the case of voluntary departure or dismissal.

These provisions shall not be applicable when an employee is assigned to maintenance and repair work. In such case, the provisions of Article 14.06, Subsection 1) shall apply.

## DIVISION XV

### MANPOWER MOBILITY

15.01 In the case of a job site located outside an employee's region of residence, the employer may assign an employee holding a journeyman competency certificate, occupation competency certificate or apprentice competency certificate anywhere in Quebec, when the employee has worked 1,500 or more hours in the employer's service in the construction industry in Quebec or elsewhere in Canada, during the first 24 months of the 26 months preceding the issuance or renewal of his competency certificate, as follows:

- 1) When the employer's manpower needs do not exceed 5 employees, it may hire 2 employees in accordance with the terms and conditions specified in the above introductory paragraph

per trade, specialty and occupation. The other employees shall be hired from the region where the work is carried out by trade, specialty or occupation.

- 2) When the employer's manpower needs exceed 5 employees, the employer may hire a maximum of 15% of its manpower in accordance with the terms and conditions specified under the above introductory paragraph, with a minimum of 2 employees per trade, specialty or occupation. The other employees shall be hired from the region where the work is carried out by trade, specialty or occupation.
- 3) The employer may favour provincial mobility for apprentices who have logged more than 50% of the hours for their trade, if the pool of apprentices from the trade in question in the job site region is less than 5%.
- 4) In special situations, an agreement may be reached by the majority union group and the employer to make changes to the procedure. Such agreement may also concern the criteria established in the first paragraph of this article, but only in the case of a new employer who has been registered with the Commission for less than 24 months on the date of such request.
- 5) However, for jobs lasting 4 working days (Monday to Friday) or less, the employer may hire 5 employees in accordance with the terms and conditions specified in the first paragraph of this article. This subsection does not apply when work is classified as closing or shutdown work.
- 6) The employer may not impose a disciplinary measure on an employee who refuses an assignment outside his region of residence.

In the case of an ISO 9000 certified employer whose manpower needs correspond to those specified in Article 15.01 2), an employee assigned to either supervision or storeman duties may be excluded from the calculation of the ratios provided for in this division.

- 8) The employer may move its group leaders anywhere in Quebec. As a result, group leaders shall be excluded from the calculation of proportions as specified under this division.

#### 15.02 Special rules:

- 1) **Bricklayer-mason and tile setter:** Notwithstanding the provisions of Article 15.01, Subsections 1) and 2), the employer may hire 50% of this manpower in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01.
- 2) **Carpenter-joiner and reinforcing steel erector:** When an employer's manpower needs exceed 5 such employees, it may hire a maximum of 20% of this manpower in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01, with a minimum of 2 employees per trade.
- 3) **Cement finisher:** Article 15.01 does not apply to concrete pouring and related operations.
- 4) **Roofer:** An employer may assign 5 such employees in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01 on the same job site located outside the employees' region of residence.

Other employees shall be hired as follows: 1 employee residing in the region where the work is carried out followed by 1 employee in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01, up to 9 employees.

Subsequently, the employer shall give hiring preference to employees residing in the region where the work is carried out, until 50% of the manpower on the job site consists of employees residing in the region.

When there is a greater manpower need on this job site, the employer shall apply the rule of rotation, starting with the hiring of an employee

in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01.

- 1 à 5 : Regular employees of the employer
- 6 : Employee residing in the region
- 7 : Regular employee of the employer
- 8 : Employee residing in the region
- 9 : Regular employee of the employer
- 10 à 14 : Employees residing in the region
- 15 et + : Rotation : starting with a regular employee of the employer.

- 5) **Tinsmith:** Barring an agreement with the representative of the majority union group and taking into account Article 15.01, Subsection 1), when the manpower need exceeds 5 such employees, the employer shall hire an employee in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01 as of the 10th employee and by subsequently applying a 1 to 4 ratio in the hiring process, namely 1 employee in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01, per every 4 employees residing in the region where the work is carried out.
- 6) **Refrigeration mechanic:** In the case of work to be performed outside an employee's region of residence, the employer may assign an employee holding a journeyman competency certificate anywhere in Quebec.

In the case of work to be performed outside an employee's region of residence, the employer may assign an employee holding an apprentice competency certificate anywhere in Quebec, provided the employee has worked 3,500 hours or more for the employer in the construction industry in Quebec or elsewhere in Canada, or further to a written agreement with the majority union group.

- 7) **Crane operator: Crane rental:** Article 15.01 of the collective agreement does not apply when an employer carries out work in a region other

than where its head office or branch is located. Under these circumstances, it may use its regular employees as follows:

- a) When its manpower need does not exceed 5 such employees, it may transfer 2 employees from its list of regular employees, in accordance with the priority rule as provided for in Article 14.08, Subsection 1). The other employees are hired from the region where the work is carried out, provided the employees possess the experience required to operate the cranes or equipment concerned and based on the work to be carried out.
  - b) When the employer's manpower need exceeds 5 such employees, the employer may select a maximum of 15% of this manpower from its list of regular employees, in accordance with the priority rule specified in Article 14.08, Subsection 1), for a minimum of 2 employees. The other employees are hired from the region where the work is carried out, provided the employees possess the experience required to operate the cranes or equipment concerned and based on the work to be done.
- 8) **Crane operator: Pile driving:** In the case of a job site located outside an employee's region of residence:
- a) When the employer's manpower need for this trade does not exceed 5 employees, it may hire 3 such employees in accordance with the terms and conditions specified under Article 15.01. The other employees are hired from the region where the work is carried out, provided the employees possess the experience required to operate the cranes or equipment concerned and based on the work to be done.
  - b) When the employer's manpower need for this trade exceeds 5 employees, the employer may hire a maximum of 15% of this manpower in accordance with the terms

and conditions of Article 15.01, for a minimum of 3 employees from this trade. The other employees are hired from the region where the work is carried out, provided the employees possess the experience required to operate the cranes or equipment concerned and based on the work to be done.

- 9) **Elevator mechanic:** Division XV does not apply to the elevator mechanic trade.
- 10) **Millwright:** In the case of a job site located outside a millwright's region of residence, the employer may assign a millwright holding a journeyman competency certificate or an apprentice competency certificate anywhere in Quebec, provided the millwright has worked 1,500 or more hours for the employer in the construction industry in Quebec or elsewhere in Canada during the first 24 months of the 26 months preceding the issuance or renewal of his competency certificate, as follows:
  - a) When the employer's manpower need does not exceed 5 millwrights, it may hire 2 millwrights in accordance with the terms and conditions specified in the first paragraph of Subsection 10) of this article. The other millwrights are hired from the region where the work is carried out.
  - b) When the employer's manpower need exceeds 5 millwrights, the employer may hire a maximum of 15% of its manpower in accordance with the terms and conditions of the first paragraph of Subsection 10) of this article, for a minimum of 2 millwrights. The other millwrights are hired from the region where the work is carried out.
  - c) The employer may favour provincial mobility for apprentices who have logged more than 50% of the hours for their trade, where the pool of apprentices from the trade in question in the job site region is less than 5%.

- d) In special situations, an agreement may be reached by the union representative and the employer to make changes to such procedure.
- e) However, for work lasting 4 working days (Monday to Friday) or less, the employer may hire 5 millwrights in accordance with the terms and conditions specified in the first paragraph of Subsection 10) of this article.

#### 11) **Fire-protection Mechanic:**

- a) In the case of a job site located outside the region of residence of an employee, the employer may, further to a written agreement with the majority union group, assign an employee or employees holding a journeyman competency certificate anywhere in Quebec, provided the employee(s) has (have) worked 1,500 or more hours for the employer in the construction industry in Quebec during the first 24 months of the 26 months preceding the issuance or renewal of his (their) competency certificate.

In the event that an agreement is not reached, Article 15.01 shall apply with the necessary modifications.

- b) In the case of a job site located outside the region of residence of an employee and when the employer must hire an apprentice, the employer shall give priority to an employee holding an apprentice competency certificate residing in the region where the work is carried out who has logged 800 or more hours in his trade or to an apprentice holding a vocational studies diploma in his trade. When such employees are unavailable, the employer may assign an employee holding an apprentice competency certificate anywhere in Quebec, provided such employee has worked 1,500 or more hours in the employer's service in the construction industry in Quebec, in the first 24 months of the 26 months prior to the issuance or renewal of his competency certificate.

#### 12) **Painter:**

- a) Without limiting the scope of the provisions set forth in Article 15.01, Subsections 4) and 5), when this manpower need on a job site does not exceed 7 employees, the employer may hire 3 such employees in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01 (regular employee). The other employees hired shall reside in the placement region where the work is done, provided the employees are available and are able to perform the work required.
- b) When the manpower need on the job site exceeds 7 such employees, the employer, after having hired the employees in accordance with the provisions of the preceding paragraph, shall hire the employees in accordance with the following rule of rotation, namely, one employee in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01 (regular employee) and one employee residing in the placement region where the work is carried out, provided the employee is available and is able to perform the work required.

- 13) **Painter-joint pointer, plasterer, plasterer-joint pointer, interior systems installer and employee assigned to gypsum wallboard installation:** Notwithstanding the provisions of Article 15.01, Subsections 1) and 2), an employer may hire 50% of this manpower in accordance with the terms and conditions specified in the introductory paragraph of Article 15.01.

#### 15.03 **Operating concrete pumps:**

Employees assigned to the operation of concrete pumps may be assigned anywhere in Quebec, without condition.

## DIVISION XVI

### WAGES

#### 16.01 Wage rate and apprentice rate:

- 1) **Wage rate:** The wage rates applicable under this collective agreement are those appearing in Schedules "C" and "C-1".
- 2) **Apprentice rates:** The apprentice wage rates are those appearing in Schedule "C" and "C-1".
- 3) **Special rule: Labour and general helper:** Any labourer or general helper who performs work according to the schedule stipulated in Article 20.03 6) shall receive the wage rate for his occupation as appearing in the applicable schedule, plus \$0.26 an hour.
- 4) **Concrete pump operator (distribution mast):** A journeyman concrete pump operator (distribution mast) who operates a pump with a distribution mast of 42 metres or over shall receive the wage rate specified in Schedule C or C-1, as the case may be, plus \$1.50.

This increase shall go up to \$1.54 an hour starting April 27, 2008 and to \$1.58 an hour starting on April 26, 2009.

#### 16.02 Special rule: Welding work:

- 1) **Boilermaker, electrician, reinforcing steel erector, structural steel erector and ornamental ironworker:** Except for an apprentice, any welding related to these trades shall be carried out at the wage rate of the trade concerned.
- 2) **Millwright:** A millwright who performs welding work shall be paid the journeyman or apprentice wage rate, depending on his hours of apprenticeship.

#### 16.03 Payment of wages: Method of payment:

- 1) Wages shall be paid to an employee during working hours and in the work place, in full, and 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, before the end of the standard working day on Thursday.
- 2) When Thursday or Friday is a holiday, the employee shall receive his pay no later than the preceding Wednesday, except when such payment is made by bank transfer.
- 3) Employers shall facilitate the cashing of cheques outside working hours for any employee working outside his region.
- 4) When payment is made by cheque, the cheque shall be dated no later than the date of the employee's pay day.
- 5) For an employee on vacation, the payment of wages is postponed to no later than Thursday of the employee's next work week.
- 6) An employee working on a second shift or whose working hours are scheduled between 16:00 and 7:00 shall receive his weekly wages before the end of his work day starting on Wednesday.
- 7) 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.
- 8) Wages payable to an employee who has been laid off or dismissed, or who has voluntarily left his employment shall be sent by the employer by registered or certified mail to the employee's residence, in accordance with the provisions of this article.
- 9) When an employee is laid off or dismissed, or voluntarily leaves his employment, his employer

shall give him the employment termination statement on the day of his departure or mail this statement to the employee within the deadlines prescribed under the Employment Insurance Act at the employee's last known address.

- 10) 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 pay any transportation costs and the necessary travelling time, at the applicable wage rate.
- 11) 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.

#### 16.04 Holdback and pay period:

- 1) a) **Holdback and pay period:** The employer shall pay its employees on Thursday of each week the full wages earned in the preceding week.

The pay period shall correspond to one calendar week, i.e., from Sunday 00:01 to Saturday 24:00.

- b) **Special rule: Elevator mechanic:** An employer that, prior to the signing of the collective agreement, used a legal holdback method and pay period different from the ones specified under this article, shall retain the right to do so.
- 2) **Other holdback method and pay period:** In special situations, another holdback method and pay period may be agreed upon by an employer and the majority union group when there is only one trade, specialty or occupation

concerned, or the employer and the representative association with over 50% representativeness when there is more than one trade, specialty or occupation concerned.

- a) **Special rule: Security systems installer:**  
This subsection does not apply to this trade.

**16.05 Overdue payment:** For any waiting period for payment of wages different from the period provided for in this collective agreement, the employee shall receive compensation equal to 2 hours straight time pay at his wage rate 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, an employee thereof or a defect in its material or equipment does not constitute an act of God.

#### 16.06 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 straight time hours.
  - e) number of hours worked at an increased rate.
  - f) hourly wage rate.

- g) gross amount of wages.
  - h) amount of annual vacation pay.
  - i) pay related to 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) cumulative total of hours, starting April 30, 2000.
- 2) When payment is made by cheque, the earnings statement may be the cheque stub.
  - 3) 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 along with the total of any amounts paid for certain safety equipment and clothing.
  - 4) The employer shall deduct from an employee's pay, any workers' fund contribution amount as set when an employee becomes a participant in such a fund.
  - 5) 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 tax deductions, in accordance with current law.

**16.07 Monthly report to Commission:** Consultation of reports: Each representative association and the sector-based employers' association may, upon request, consult these reports. The latter shall allow the authorized representative of the organization concerned to consult such reports.

**16.08 Piece work:** Any written or spoken agreement between an employer and employee concerning work performed on a piecework basis, whether or not related to a system of incentives or performance bonuses, paid by the job or for a fixed price, is strictly prohibited and the employer and employee concerned are liable to the fines provided for under the Act. No claim made under the division governing the special compensation fund is admissible under such an agreement.

**16.09 Prohibited work:** Any construction work carried out by an employee outside standard working hours for any person or any other employer in the construction industry is strictly prohibited.

**16.10 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.

**16.11 Work outside regular working hours:** When work must be performed outside regular working hours, the employer shall assign employees in its service and already working on the job site in question to such work on a priority basis. Implementation of this article shall under no circumstances hinder the employer's work on the job site.

## DIVISION XVII

### RIGHT TO WORK

17.01 **Right to work:** Subject to any act or regulation to the contrary, only an employee and an employer may carry out the construction work governed by this collective agreement.

Moreover, this clause does not have the effect of limiting the right of any physical person to carry out construction work on his own behalf, save any law or regulation to the contrary.

17.02 **Work by the employer:** Notwithstanding any clause to the contrary under this collective 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. In this regard, it shall comply with the Regulation respecting vocational training and any other requirements provided for under the collective agreement, with the exception of clauses regarding union security (Division VI) and union dues (Division VII).

17.03 **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 must 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 this collective agreement.

Such representative is designated in accordance with the terms and conditions provided for in the Act and its regulations.

The designated representative is considered to be an employer for the purpose of applying Sections 85.5 and 85.6 of the Act.

A representative designated by a corporation or partnership may not in this capacity be an employee of another corporation or partnership.

#### 17.04 **Independent contractor:**

- 1) When a professional employer hires the services of an independent contractor from the “heavy equipment contractors” or “excavation and groundwork contractors” subcategories, it shall ensure that the independent contractor is given remuneration at least equal, on an hourly basis, to the remuneration in currency and to the 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.
- 2) For the purpose of applying this collective agreement, the independent contractor shall receive remuneration at least equivalent to that of an employee performing similar work, and the professional employer who hires the services of an independent contractor belonging to the subcategories specified in the previous subsection, shall remunerate that contractor as such, with the exception of the benefits obtained under a complementary fringe benefits plan. It shall also submit a report to the Commission on the hours worked by the independent contractor.

17.05 **Subcontracts: Certain jobs:** Any contractor who wishes to award a subcontract for the installation of interior systems, gypsum boards on a metal frame, resilient flooring or parquetry, shall award it to a contractor who holds a license from the Régie du bâtiment du Québec.

Any contract reached that does not comply with the preceding paragraphs is strictly prohibited and shall be considered null and void.

## DIVISION XVIII

### COMPENSATIONS AND TEMPORARY ASSIGNMENTS

#### 18.01 Show-up pay:

- 1) **General rule:** Any employee who reports for work at the appointed time and who was not notified before the end of the previous standard working day that his services would not be required or whose working hours during a day are less than 4 hours or whose remuneration during a day is less than 4 hours' pay at his wage rate, is entitled to show-up pay equal to 4 hours of work at his wage rate, minus any remuneration already earned for work performed during said day. The employer may require that such employee remain at its disposal during the paid waiting time.

This provision shall also apply to an employee who reports to work on a day outside the standard work week, except when such employee has agreed with his employer on a number of overtime hours to be worked involving lower compensation than said show-up pay.

#### 2) **Special rules:**

- a) **Insulator, boilermaker, roofer, electrician, reinforcing steel erector, tinsmith, millwright, structural steel erector, ornamental ironworker, pipefitter and pipe welder:** Any of these employees who reports to work at the appointed time who was not notified before the end of the previous standard working day that his services would not be required or whose working hours during a day are less than 5 hours or whose remuneration during a day is less than 5 hours'

pay at his wage rate, is entitled to show-up pay equal to 5 hours' pay at his wage rate, minus any remuneration already earned for work performed during said day. The employer may require that such employee remain at its disposal during the paid waiting time.

This provision shall also apply to an employee who reports to work on a day outside the standard work week, except when such employee has agreed with his employer on a number of overtime hours to be worked involving lower compensation than said show-up pay.

- b) **Crane operator:** In the case of a crane operator working for any employer other than an employer specialized in crane leasing and pile driving, the application of Subsection 1) shall be interpreted taking into account that such hours are consecutive working hours.
- c) **Crane operator: Metal frames and prestressed concrete:** In the case of metal frame or prestressed concrete erection work requiring more than one (1) day of work overall, any crane operator assigned to such work who reports to work at the appointed time whose working hours during a day are less than 5 hours or whose remuneration for a work day is less than 5 hours' pay at his wage rate, is entitled to show-up pay equal to 5 hours' pay at his wage rate, minus any remuneration already earned for work performed during said day. The employer may require that such employee remain at its disposal during the paid waiting time.
- d) **Elevator mechanic:** Any employee who reports to work at the appointed time and who was not notified before 21:00 on the previous standard working day that his services would not be required or whose working hours during a day are less than 5 hours at his wage rate or whose remuneration during a day is less than 5 hours' pay at his

wage rate, is entitled to show-up pay equal to 5 hours' pay at his wage rate, minus any remuneration already earned for work performed during said day. The employer may require that such employee remain at its disposal during the paid waiting time.

- e) **Pump and compressor operator (line pump) and concrete pump operator (distribution mast):** The compensation specified under Subsection 1) shall apply only to an employee who received an assignment from an employer and whose services are no longer required.
- 3) **Exceptions:** Subsections 1) and 2) do not apply when work is suspended due to weather conditions that prevent the work from being carried out, or due to picket lines or an act of God such as fire or flood. Proof of such impediments is incumbent upon the employer.
- 4) **Special rule: Crane operator: Crane rental:** Any employee working on job sites located more than 120 kilometres from the branch or place of business for a period of 2 weeks or less, on a crane with a capacity of 50 or more tons, who reports to work at the appointed time and whose working hours during a day are less than 8 hours or whose remuneration during a day is less than 8 hours' pay at his wage rate, is entitled to show-up pay equal to 8 hours' pay at his wage rate, minus any remuneration already earned for work performed during said day. The employer may require that such employee remain at its disposal during the paid waiting time.

For an employee working on a crane with a capacity of less than 50 tons, such compensation is 4 hours at his wage rate, in accordance with the terms and conditions provided for in the preceding paragraph.

- 5) **Special rule: Crane operator: Crane rental:** When an employee does one call (call minimum) requiring a crane with a capacity of 100 or more tons, and such call is the only one carried out

during the working day, the employee is entitled to show-up pay equal to a minimum of 5 hours' pay at his wage rate, minus any remuneration received for work performed during said day. This compensation may not be added to the compensation provided for in Article 18.01, Subsection 1). The employer may require that such employee remain at its disposal during the paid waiting time.

#### 18.02 **Bad weather compensation: Special rules:**

- 1) **Bricklayer-mason, cement finisher, plasterer and plasterer-joint pointer:** Any such employee who reports to a job site at the appointed time, at the request of his employer, who cannot start work due to bad weather, shall receive \$20.00 in compensation to cover his travelling expenses.
- 2) **Tinsmith and erector-mechanic (glazier):** Any such employee who reports to a job site in the morning and who cannot start work due to bad weather shall receive compensation equal to 1 hour's pay at his wage rate, minus any pay already earned for work performed that same day.

This employee may not refuse to work, however, when an employer assigns him to a job where he is protected from bad weather. Moreover, the employer may require that the employee remain at its disposal during the paid waiting time.

It is understood, however, that the employee shall refrain from reporting to his job when the weather is bad 1 hour before the beginning of the standard working day.

- 3) **Insulator:** Any such employee who reports to a job site in the morning but cannot start work due to bad weather, shall receive compensation equal to 1 hours' pay at his wage rate, minus any pay already earned for work performed the same day.

The employee may not refuse to work, however, when an employer assigns him to a job where he is protected from bad weather. Moreover,

the employer may require that the employee remain at its disposal during the paid waiting time.

- 4) **Boilermaker and millwright:** Any such employee required by an employer to report to a given job site on a given day, shall receive, when he cannot start work due to bad weather or when he works less than 2 hours for the same reason, compensation equal to 2 hours' pay, minus any pay already earned for work performed that same day.

This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

- 5) **Roofer:** Any such employee who reports to a job site at the appointed time, at the request of the employer, who cannot start work due to bad weather shall receive compensation equal to 1 hour's pay at his wage rate, minus any pay already earned for work performed that same day.

This employee may not refuse to work, however, when an employer assigns him to a job where he is protected from bad weather. Moreover, the employer may require that the employee remain at its disposal during the paid waiting time.

It is understood, however, that the employee shall refrain from reporting to his job when the weather is bad 1 hour before the beginning of the standard working day.

- 6) **Electrician:** Any employee required by an employer to report to a given job site on a given day, shall receive, when he cannot start work due to bad weather or when he works less than 1 hour for the same reason, compensation equal to 1 hour's pay, minus any pay already earned for work performed during that day.

This employee may not refuse to work, however, when an employer assigns him to a job where he is protected from bad weather. Moreover,

the employer may require that the employee remain at its disposal during the paid waiting time.

- 7) **Reinforcing steel erector, structural steel erector and ornamental ironworker:** Any such employee who reports to a job site in the morning but cannot start work due to bad weather, shall receive compensation equal to one and one half (1½) hours' pay at his wage rate, minus any pay already earned for work performed the same day.

Moreover, the employee shall remain at the disposal of the employer for a total period of 2 hours.

In the event that the employee is able to start working before the expiry of the 2-hour period, he shall receive compensation equal to 2 hours' pay at his wage rate, minus any pay already earned for work performed during this period.

This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather.

- 8) **Refrigeration mechanic, pipefitter and pipe welder:** Any such employee who reports to work at the appointed time, at the request of the employer, who cannot start work due to bad weather, shall receive compensation equal to 1 hour's pay at his wage rate, minus any pay already earned for work performed that same day.

This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

- 9) **Crane operator and employee assigned to pile driving:** Any such employee required by his employer to report to a given job site shall receive, when he cannot start work due to bad weather, or when he works less than 2 hours for the same reason, compensation equal to 2 hour's pay at his wage rate, minus any pay already earned for work performed that same day. This employee may not refuse to work,

however, when the employer assigns him to a job where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

The compensation provided for in Subsections 4) and 5) of Article 18.01 shall not be applicable concurrently with the compensation provided for herein.

- 10) **Fire-protection mechanic:** Any such employee who reports to work at the appointed time at the request of the employer, but cannot start work due to bad weather, shall receive compensation equal to 1 hour's pay at his wage rate, minus any pay already earned for work performed that same day. This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather or supplies him with a rain suit. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.
- 11) **Labourer and general helper:** Any such employee who reports to work at the appointed time who cannot start work due to bad weather shall receive compensation equal to 1 hour's pay at his wage rate, minus any pay already earned for work performed that same day.

This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather.

In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

#### 18.03 Temporary assignments:

- 1) **Greater benefits:** An employee who must finish a job begun during a standard daily work period for which a lower wage rate is applicable 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.
- 3) **Special rules:**
  - a) **Boilermaker:** Any employer who hires an employee holding more than 1 competency certificate, may not have him perform boilermaker duties, when the employee has not been hired to perform these duties.
  - b) **Crane operator: Crane rental:** Subsection 1) of this Article shall not apply to a crane operator working for an employer specialized in crane rental.
  - c) **Crane operator: Temporary manpower: Double employment:** Any employer who hires an employee holding more than 1 competency certificate, may not assign him to crane operator duties, when the employee has not been hired to perform these duties.

Nevertheless, further to an agreement with the majority union association, the employer may temporarily assign an employee to crane operator duties.

#### 18.04 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 2 hours' pay at the applicable wage rate, provided such hours do not immediately precede his standard working hours. The employer shall pay 1 hour straight time for the time spent going to and from work.

2) **Special rules:**

- a) **Electrician:** Any employee who has left his 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 3 hours' pay at the applicable wage rate, provided these hours do not immediately precede his standard working hours. The employer shall pay 1 hour straight time for the time spent going to and from work.
- b) **Security systems installer:** A security systems installer who has left his work and is called back to work outside of standard hours without having been notified at the end of his working day, shall receive minimum pay of 2 hours double time, provided these hours do not immediately precede or follow his standard working hours.
- c) **Elevator mechanic: Maintenance and repairs:** Notwithstanding Subsection 1), for maintenance and repair work, the employee shall receive a minimum of 2 hours' pay at the applicable wage rate. The employer shall pay 1 hour at the applicable wage rate for the time spent going to and from work.

18.05 **Service calls: Employees on call:**

- 1) **Refrigeration mechanic:** The employer shall draw up a list of available employees to answer service calls outside of standard working hours. Employees on the list shall answer these calls on a rotational basis.

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

An employee who is on call shall receive weekly, a minimum of 2 hours' pay at his wage rate from Monday to Sunday and 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 21.01 in addition to the compensation provided for under this article. Travelling time shall not apply under these conditions.

For the purposes of the preceding paragraph and Article 21.01, 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) **Security systems installer:** The employer draws up the list of employees who will be on call on a rotational basis.

Any employee who is assigned on a regular basis to maintenance and repair work shall participate in this system and shall be available (on call) to answer service calls. An employee, however, is not required to be on call for more than two periods in the same month. These two periods shall not exceed a total of 15 days.

An employee who is on call but does not receive a call, shall be paid daily, a 1/2 hour's pay at his wage rate from Monday to Friday and 1 hour's pay at his wage rate on Saturdays, Sundays and statutory holidays. An employee who must answer a service call shall be paid double time for the time spent performing the work (including travelling time) and shall benefit from the compensation provided for in this paragraph.

However, an employee who is on call who manages to resolve the problem by telephone without leaving home is paid double time for 3/4

of an hour at his standard wage rate. The employer may require that the employee leave home to resolve the problem. In the case of service by telephone, an employee cannot earn more than 10 hours' pay (at a higher rate) within an 8-hour availability period.

Moreover, employees entered on the service call availability list may not be scheduled during the entire first weekend preceding their vacations or during the entire last weekend following their vacations.

- 3) **Elevator mechanic:** An employer may draw up a list of available employees to answer service calls outside standard working hours.

Any employee who is assigned on a regular basis to maintenance work shall participate in this system and shall be available at all times to answer service calls.

The employer draws up the list of employees who shall be on call on a rotational basis, as follows:

The list shall be posted 15 days in advance of the employee's planned availability date.

The name of the employee shall not be entered on the list during his vacations or during the first weekend preceding his vacations.

An employee entered on the list may have himself replaced at any time, provided he finds a replacement and notifies his immediate superior of the name of the person that will be replacing him at least 4 hours prior to his planned availability period.

An employee may not be on the availability list for two consecutive weekends.

An employee who is on call but does not receive a call, shall be paid daily, 1 hour's pay at his wage rate from Monday to Friday and 2 hours' pay at his wage rate on Saturdays, Sundays and statutory holidays.

An employee who must answer a service call shall be paid in accordance with the provisions of Subsection 21.03 1) for the time spent performing the work and he benefits from the compensation provided for in the fourth paragraph.

For any service call performed within a 30-kilometre radius of the Mount Royal cross in the greater Montreal region or Château Frontenac in the Quebec City region, an employee shall be paid \$0.40 per kilometre travelled (round trip) between his home, located within this radius, and the job site. When the employee's home is located outside this radius, he is entitled to the same compensation for all kilometres travelled (round trip) between the point in this radius the closest to his home and the job site.

For any service call performed outside a 30-kilometre radius of the Mount Royal cross in the greater Montreal region or Château Frontenac in the Quebec City region, an employee shall be paid \$0.40 per kilometre travelled (round trip) between his home, located within this radius, and the job site. When the employee's home is located outside this radius, he is entitled to the same compensation for all kilometres considered travelled (round trip) between the Mount Royal cross or Château Frontenac and the job site.

For the purpose of the tenth and eleventh paragraphs, the employee's residence is as specified under Article 23.06 of the collective agreement.

#### 18.06 **Attendance allowance: Special rules:**

- 1) **Boilermaker:** Any employee who works for an employer for 6 or more days shall receive an attendance allowance equal to 4 straight time hours at his wage rate in his last week of pay. Such attendance allowance shall be equal to 8 straight time hours at his wage rate when the work for the employer lasts for more than 30 days. One of these two attendance allowances shall be payable to the employee, except in the case of voluntary departure or dismissal.

- 2) **Millwright:** Any employee, who works for an employer for 6 or more days shall receive an attendance allowance equal to 4 straight time hours at his wage rate in his last week of pay. This attendance allowance shall be payable to the employee, except in the case of voluntary departure or dismissal.

## DIVISION XIX

### COMPULSORY ANNUAL VACATIONS, STATUTORY HOLIDAYS, SICK LEAVE AND RELATED PAY

19.01 **Compulsory annual vacations:** Every year, all employees are entitled to 4 weeks of compulsory annual vacation, to be taken as follows:

- 1) **Summer:** All construction job sites shall be closed between the following dates:
- 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 2 full weeks during 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) **Special rules:**

- a) **Refrigeration mechanic:** Unless he chooses another period that is agreed to by the employer, an employee assigned to servicing and maintenance work on refrigeration and air-conditioning systems shall take his annual summer vacation during the summer period and winter vacation during the winter period, provided his employer is not deprived of more than 25% of its employees. The employer shall notify the Commission of the dates of such vacations.
- b) **Security systems installer:** The employee may take his annual vacation during a period other than those specified in Article 19.01 1) and 2), as follows:

Between March 1 and 15 the employee informs the employer in writing of his choice of compulsory annual vacation dates for his first two weeks of vacation.

Between April 1 and 15 the employee informs the employer in writing of his choice of compulsory annual vacation dates for his last two weeks of vacation.

The choice of annual vacation weeks is based on the length of continuous service with the employer, with the first choice being given to the employee who has accumulated the most continuous service.

An employee who has not given notice of his annual vacation preferences shall take such vacation weeks during the periods available following the choices made by the other employees.

The employer shall confirm an employee's vacation dates to the employee in writing no later than May 1.

When an employer fails to meet the deadlines specified in this provision, an employee may

take his weeks of annual vacation during the periods specified in Article 19.01 1) and 2).

The employer shall not be deprived of more than 25% of its employees working for the same establishment.

The employer shall notify the Commission of its annual vacation dates before May 15 of each year.

- c) **Elevator mechanic: Repair, modernization and maintenance:** An employee assigned to elevator servicing and maintenance work, may take his annual vacation at any time of year, provided his employer is not deprived of more than 25% of its employees.

Subject to the limitations specified under Subsections 1) and 2), an employee shall take a minimum of 4 weeks of vacation. The employer shall notify the Commission and the union of the dates of these vacations.

Any employee may take an additional week of vacation without pay between October 1 of one year and May 1 of the following year, further to an agreement with the employer. The employer may not be deprived of more than 25% of its employees from the same trade at the same time on the same job site. The employer shall be notified at least 10 working days before the employee's departure date. This vacation may not be taken during the week preceding or following the winter holiday period.

An employee may not take more than 4 consecutive weeks of vacation.

- d) **Fire-protection mechanic: Emergency work:** An employee who agrees to perform emergency work on a fire protection system during the compulsory summer and winter vacation periods, may take his vacations at any time of year. The employer shall notify

the Commission and the majority union group of the dates of such vacations, which the employee must take.

- e) **Watchman:** Notwithstanding Subsections 19.03 1) and 2), watchmen, at the express request of their employer, shall stay on the job during the compulsory annual vacation weeks and are paid during such time at their wage rate. The employer shall notify the Commission as to when these employees will take their annual vacations.

- 4) **Work carried out on remote job sites, in the James Bay region and on construction projects north of the 55<sup>th</sup> parallel including the Great Whale project:** Subsections 1), 2) and 3) of this article and Articles 19.02 and 19.03 do not apply to employees working on these job sites.

- 5) **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 25% of its employees at the same time on a job site. Any employee who takes advantage of this provision shall notify his employer at least 10 working days prior to his departure date.

- a) **Special rule: Electrician:** An electrician may take 2 additional weeks of vacation without pay outside the compulsory vacation periods, provided the employer is not deprived of more than 25% of its employees at the same time on the same job site. The employer shall be notified at least 10 working days prior to the employee's departure date.

- b) **Special rule: Refrigeration mechanic:** Further to an agreement with the employer, an employee may take an additional week of vacation at any time of the year, provided the employer is not deprived of more than 25% of its employees at the same time. Any employee who takes advantage of this provision shall notify his employer at least 10 working days prior to his departure date.

- c) **Special rule: Security systems installer:** A security systems installer may take an additional week of vacation without pay outside the compulsory vacation periods, provided the employer is not deprived of more than 25% of its employees from this trade at the same time on the same job site. The employer shall be notified at least 30 working days prior to the employee's departure date.

**19.02 Emergency work during compulsory annual vacations:** When emergency work is to be carried out during the compulsory annual vacation periods, the employer may call back an employee who is willing to perform this work. The employee shall be paid double time at his wage rate. The employer shall report this to the Commission.

**19.03 Forbidden work, permitted work, and repair and maintenance work during compulsory annual vacations:**

- 1) **Forbidden work and permitted work during compulsory annual vacations:** No person governed by the collective agreement may perform or order any work to be performed during the compulsory annual vacation weeks, unless such work is emergency, repair or maintenance work.

Notwithstanding the first paragraph of this subsection and Article 19.01, in the case of renovation or alteration work, the employees and the employer on a job site may agree to move the compulsory vacation periods. The Commission and the majority union group shall be promptly notified of such agreement.

Unless he chooses another period approved by the employer, the employee then takes 2 consecutive weeks of compulsory annual vacation during the 6-week period in which the 2 weeks provided for in Article 19.01, Subsection 1)

occur and 2 consecutive weeks during the 6-week period in which the 2 weeks provided for in Article 19.01, Subsection 2) occur.

- 2) **Repair and maintenance work during compulsory annual vacations:** 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 40 hours of work per week at his wage rate, subject to the daily and weekly limits specified in Division XX.

- 3) **Special rules:**

- a) **Insulator: Annual vacation:** In the case of renovation, alteration, maintenance and repair work, an employee who agrees to perform such work shall take 2 consecutive weeks of compulsory annual vacation at another time of year further to an agreement with the employer. When an agreement is not reached, the employee takes his annual vacations in the periods specified in the third paragraph of Article 19.03, Subsection 1).

The Commission and the union association concerned shall be notified promptly of the vacation date.

- b) **Boilermaker, pipefitter and pipe welder: Renovation and alteration work during compulsory annual summer vacation:** In the case of renovation and alteration work during a compulsory annual summer vacation, any employee who agrees to carry out such work shall receive minimum pay equal to 40 hours of work per week at his wage rate, subject to the daily and weekly limits specified in Division XX.

- c) **Refrigeration mechanic:** Subsection 2) hereof does not apply to an employee assigned to servicing and maintenance work on refrigeration and air-conditioning systems.

d) **Elevator mechanic:** Subsection 2) hereof does not apply to an employee assigned to elevator maintenance and repair work.

e) **Fire-protection mechanic:**

- i. An employee on annual vacation who is called back into work to perform emergency work is paid double time.
- ii. No person subject to the collective agreement may perform work or have work performed during compulsory annual vacations, except in the case of emergency work, unless there is an agreement in writing between the employer and the majority union group, in which case the standard hours worked are paid at the employee's wage rate and his vacation is postponed to a later date further to an agreement by the employer and the employee. In the case of disagreement, the procedure specified in the third paragraph of Article 19.03, Subsection 1) shall apply.

The employer shall send the Commission a copy of the agreement.

f) **Erector-mechanic (glazier):** Subsection 2) hereof does not apply to an employee assigned to servicing and maintenance work. For an employee assigned to such work, the choice of compulsory annual vacation is made further to an agreement between the employer and the employee concerned. When there is no agreement, the employee shall take his compulsory annual vacation as provided for in the third paragraph of Article 19.03, Subsection 1).

#### 19.04 Statutory holidays:

1) **General rule:**

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:

- Good Friday:  
March 21, 2008  
April 10, 2009  
April 2, 2010
- Easter Monday:  
March 24, 2008  
April 13, 2009  
April 5, 2010
- 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

2) **Special rules:**

- a) **Security systems installer assigned to maintenance and repair work:** When a statutory holiday coincides with a non-working day as provided for under the work schedule of this employee, the statutory holiday is moved to the first working day preceding or following such statutory holiday.
- b) **Elevator mechanic:** When New Year's Day or Christmas Day falls on a Saturday or Sunday, an employee assigned to work on one of these days may take his holiday on Friday or Monday.

- 3) **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 is remunerated according to Subsection 1) of Article 19.05.

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

19.05 **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 11.5% of the wages earned that week, as compulsory annual vacation pay and statutory holiday pay, consisting of 6% for compulsory annual vacations and 5.5% for statutory holidays. To this percentage, shall be added 1.5% as sick leave pay, breaking down as follows: 0.5% as of May 1, 2007, 0.5% as of April 27, 2008 and 0.5% as of 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 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, in the last 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, in the last 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) Notwithstanding Paragraph c), following the death of an employee, his legal heirs may claim his compulsory annual vacation pay and statutory holiday pay.

19.06 **Interest:** Any interest on the amounts so collected with respect to compulsory annual vacations and statutory holidays that is not used for the purposes and within the restrictions of the Act shall be paid pro rata to an employee based on the amounts he receives.

19.07 **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 addiction 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 and

statutory holiday pay credited to him, such expenses for the stay as cannot be reimbursed under the public health insurance plan.

## DIVISION XX

### STANDARD WORKING HOURS, SCHEDULE, SHIFT WORK AND REST PERIODS

#### 20.01 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) **Agreement for modification:** There may be an agreement between the employer and majority union group to modify the daily work schedule for a job site or for an employer for a minimum period equal to the established work week. The union concerned and the Commission shall be promptly notified thereof.
- 3) a) **Timekeeping:** 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, less time off for meals.

- b) **Special rule: Elevator mechanic:** The preceding paragraph does not apply to elevator mechanics.

20.02 **Standard working hours:** Unless one of the special provisions of Articles 20.03, 20.04 or 20.05 applies, standard working hours are as follows:

- 1) **Standard work week:** The standard work week is 40 hours from Monday to Friday.
- 2) **Standard work day:** The standard work day is 8 hours a day from Monday to Friday.
- 3) **Schedule:** Daily working hours are scheduled as follows:
  - 6:30 to 15:00 or 15:30
  - 7:00 to 15:30 or 16:00
  - 7:30 to 16:00 or 16:30
  - 8:00 to 16:30 or 17:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.

When the employer establishes a schedule in accordance with this article, it shall do so for a minimum period of 5 consecutive working days.

- 4) **Change in meal period:** Notwithstanding Subsection 3), the beginning of the meal period may, at the employer's request, precede or follow by 30 minutes the standard meal time provided for in Subsection 3).

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

- 5) **Compressed work week:**
  - a) At the request of a majority of its employees on a construction job site, the employer may increase the number of daily working hours in order to compress the work week into a period of up to 4 working days.

The majority union group and the Commission shall be notified promptly of such agreement.

In such a case, overtime applies only over and above the daily hourly limit so established.

- b) When a statutory holiday falls during a 4-day compressed standard work week, the weekly limit shall be 30 hours.

When the standard work week is compressed over a period of 5 days and a statutory holiday falls on Friday, the work week shall finish on Thursday, in accordance with the planned Friday schedule. If a statutory holiday falls on Monday, the week shall begin on Tuesday and shall finish on Friday in accordance with the planned schedule.

c) **Special rules:**

- i. **Boilermaker:** A compressed work week schedule shall not give rise to overtime hours on a regular basis, barring prior agreement with the majority union group. Except in emergencies, the latter shall be informed before overtime hours are carried out when such a schedule is in effect.

Any boilermaker who performs overtime immediately following a 10-hour work day shall benefit from a 1/2 hour meal break with pay at the applicable rate. In such a case, a boilermaker shall benefit from meal compensation of \$14.00, except when the employer provides a suitable meal, and again after 4 hours of overtime.

The standard work week shall be 32 hours when a statutory holiday occurs.

- ii. **Security systems installer:** The daily working hours for an employee who works outside his employment region, namely more than 120 kilometres from his residence, may be 10 consecutive hours a day with the standard work

week of 40 hours being distributed over 4 days, from Monday 00:01 to Thursday 24:00, or Tuesday 00:01 to Friday 24:00.

- iii. **Elevator mechanic:** At the request of the majority of its employees on a job site located more than 120 kilometres from the Mount Royal cross in the greater Montreal region or from Château Frontenac in the Quebec City region, the employer may, with the consent of the on-site union, increase the number of daily working hours in order to compress the work week into a period of 4 working days (Monday to Thursday) with a daily limit of 10 hours.

In such a case, the only overtime permitted is that which is carried out on Fridays, Saturdays and Sundays. This overtime is paid at the double time rate.

An employee who is subject to a compressed weekly work schedule is entitled to compensation for travelling expenses corresponding to 5 working days.

These provisions also apply to repair work contracts of 5 or more days.

20.03 **Standard working hours (Special rules):**

- 1) **Bricklayer-mason:** Standard working hours for this trade shall be as follows:
- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.
- b) **Standard working day:** Daily working hours may be 10 hours a day from Monday to Friday.
- c) **Schedule:** Daily working hours are scheduled as follows:

- 6:30 to 17:00 or 17:30
- 7:00 to 17:30 or 18:00
- 7:30 to 18:00 or 18:30
- 8:00 to 18:30 or 19:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.

- 2) **Insulator: Asbestos removal:** The standard work schedule for an employee assigned to high-risk asbestos removal work carried out inside a contaminated area shall be the work schedule provided for in Article 20.02, Subsection 3) and shall be adapted as needed to allow the employee concerned to benefit from a 45-minute meal period, 15 minutes of which shall be paid at his wage rate.

The same adaptations shall be applicable to the work schedules provided for in Article 20.02, Subsection 5) and Article 20.04, Subsections 1) and 2).

3) **Tile setter:**

- a) **Standard work week:** The standard work week is 44 hours from Monday to Friday, the last 4 hours of which shall be worked on a voluntary basis. This weekly limit is 34 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.
- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday.
- c) **Schedule:** Daily working hours are scheduled as follows:
- 6:30 to 17:00 or 17:30
  - 7:00 to 17:30 or 18:00
  - 7:30 to 18:00 or 18:30
  - 8:00 to 18:30 or 19:00

- 4) **Carpenter-joiner, painter and resilient flooring layer:** The standard working hours are as follows:

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.

- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday.

- c) **Schedule:** Daily working hours are scheduled as follows:

- 6:30 to 17:00 or 17:30
- 7:00 to 17:30 or 18:00
- 7:30 to 18:00 or 18:30
- 8:00 to 18:30 or 19:00

5) **Cement finisher, painter-joint pointer, plasterer, plasterer-joint pointer, pump and compressor operator (line pump) and concrete pump operator (distribution mast):**

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.

- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday.

- c) **Schedule:** Daily working hours are scheduled as follows:

- 6:30 to 17:00 or 17:30
- 7:00 to 17:30 or 18:00
- 7:30 to 18:00 or 18:30
- 8:00 to 18:30 or 19:00

- d) Standard working hours scheduling rules shall not apply to a cement finisher, pump and compressor operator (line pump) and concrete pump operator (distribution mast) who is assigned to concrete pouring and related operations.

- 6) **Roofer: Standard working day:** Employees assigned to roofing work, except for tinsmiths and crane operators (crane rental), shall start work, at the employer's request, at the time at which they must report to the job site designated by the employer. Their standard working hours may be carried out over a 5-day week on a 10 hours a day basis from Monday to Friday, up to a maximum of 50 hours a week.

An additional day of work may be performed on Saturdays, on a voluntary basis, to replace a working day lost during the standard work week due to weather conditions. They will be paid their wage rate for these working hours. In this case, the employer shall convey to the Commission on the Friday preceding the day of work, the names of the employees concerned and the address of the job site.

- 7) **Electrician:** The standard work schedule specified under Article 20.02 3) shall apply to any electrical work that is comparable to civil engineering and roads work.

- 8) **Reinforcing steel erector:** When the needs of the client or the general contractor so require, the employer may depart from the general rule and may establish, with the written consent of the employees concerned, the following work schedule:

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.
- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday.
- c) **Schedule:** Daily working hours are scheduled as follows:

- 6:30 to 17:00 or 17:30
- 7:00 to 17:30 or 18:00
- 7:30 to 18:00 or 18:30
- 8:00 to 18:30 or 19:00

The majority union group of the employees concerned by this schedule shall be notified promptly of such.

- 9) **Watchman:**

- a) The standard working hours for a watchman are 60 hours per 7-day week, scheduled over 5 consecutive 12-hour daily work periods.
- b) Watchmen are entitled to a 1/2-hour meal period, during which they shall receive the wage rate for their occupation.

- 10) **Crane operator: Crane rental:** Daily working hours are scheduled as follows:

- from 6:30 to 15:00 or 15:30
- from 7:00 to 15:30 or 16:00
- from 7:30 to 16:00 or 16:30
- from 8:00 to 16:30 or 17:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.

The 6:30 to 15:00 or 15:30 schedule shall be applicable only to the Montreal region as defined in the Regulation respecting hiring and mobility.

When, at the employer's request, the employee is required to be present when there is a breakdown on the road, this waiting period shall be paid at his wage rate.

- 11) **Pile setter:** The standing working hours for an employee assigned to pile driving is as follows:

- a) **Standard work week:** The standard work week is 45 hours from Monday to Friday.
- b) **Standard working day:** Daily working hours are 9 hours a day from Monday to Friday.

c) **Schedule:**

- from 6:30 to 16:00 or 16:30
- from 7:00 to 16:30 or 17:00
- from 7:30 to 17:00 or 17:30
- from 8:00 to 17:30 or 18:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.

12) **Security systems installer:**

a) **Maintenance and repair work:** Daily working hours for employees assigned to maintenance and repair work on security systems are 8 consecutive hours a day, and the standard work week is 40 hours scheduled over 5 consecutive days, from Sunday 00:01 to Saturday 24:00.

b) **Installation work:** The standard working hours specified in Article 20.02 shall apply in the case of installation work.

c) These employees are entitled to a 1/2-hour or 1-hour meal break without pay.

The employer shall determine the duration of the meal break.

13) **Labourer and general helper:** The standard working hours for labourers and general helpers assigned to work related to the bricklayer and plasterer trades are 42? hours with a standard working day of 8? hours. This clause does not apply to work covered under Article 20.05.

The standing working hours specified in Subsections 1), 4), 5) and 6) of this article may apply to a labourer or general helper when they work with an employee from one of the trades concerned in said subsections.

The standard working hours specified in Subsection 5) of this article shall apply to a general helper when he works with a pump and

compressor operator (line pump) and a concrete pump operator (distribution mast) as specified in said subsection.

14) **Decontamination labourer: Asbestos removal:**

Barring an agreement to the contrary with the majority union group, the standard work schedule for a labourer assigned to medium and high-risk asbestos removal work carried out inside a contaminated area is 40 hours per week scheduled from Monday to Friday, in accordance with one of the following schedules:

- from 6:30 to 14:45  
(meal break 10:30 to 11:00)
- from 7:00 to 15:15  
(meal break 11:00 to 11:30)
- from 7:30 to 15:45  
(meal break 11:30 to 12:00)
- from 8:00 to 16:15  
(meal break 12:00 to 12:30)

The meal period is for 30 minutes, 15 minutes of which shall be paid, and shall be taken at the above times.

In the case of a labourer assigned to the above-mentioned work, the provisions of Article 20.02, Subsection 4) as well as Article 20.07, Subsection 1), Paragraphs a) and b) (rest period) do not apply, even when this work is performed under the double and triple shift system.

15) **Elevator mechanic:**

a) **Schedule:** Notwithstanding Article 20.02, Subsection 3), the daily working hours for elevator mechanics assigned to repair and maintenance work are from 8:00 to 17:00 with 1 hour without pay for lunch around the middle of the work day.

b) **Elevators:** The employer shall guarantee 40 hours of work for the local representative, scheduled from 8:00 to 17:00, Monday to Friday inclusively and paid at his wage rate. In addition, it shall pay him the premium specified under Article 22.03, Paragraph g).

16) **Erector-mechanic (glazier):** The standard working hours for such employee are as follows:

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.
- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday, within the limits specified in Paragraph a).
- c) **Schedule:** Daily working hours are scheduled as follows:
  - 6:30 to 17:00 or 17:30
  - 7:00 to 17:30 or 18:00
  - 7:30 to 18:00 or 18:30
  - 8:00 to 18:30 or 19:00

17) **Interior systems installer and employee assigned to installation of gypsum wallboard:** The standard working hours for such employees are as follows:

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.
- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday.
- c) **Schedule:** Standard working hours are scheduled as follows:
  - 6:30 to 17:00 or 17:30
  - 7:00 to 17:30 or 18:00
  - 7:30 to 18:00 or 18:30
  - 8:00 to 18:30 or 19:00

18) **Heavy equipment operator, shovel operator and truck driver:** The standard working hours for such employees are as follows:

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday. This weekly limit is 32 hours when the work week is reduced to 4 days due to a statutory holiday occurring during the week.
- b) **Standard working day:** Daily working hours are 10 hours a day from Monday to Friday.
- c) **Schedule:** Standard working hours are scheduled as follows:
  - 6:30 to 17:00 or 17:30
  - 7:00 to 17:30 or 18:00
  - 7:30 to 18:00 or 18:30
  - 8:00 to 18:30 or 19:00

#### 20.04 **Standard hours: Special rules:**

1) **Night work: Maintenance and repair work:**

- a) **General rule:** When maintenance and repair work must be performed at night, the employer, with the consent of the majority union group, may carry out such work on the basis of a 4-day week.

The majority union group shall, within a short and reasonable time period not exceeding 4 working days following receipt of the request, or within 24 hours in urgent situations, approve or refuse such request, failing which, the modification sought is considered to be accepted.

In the event of a refusal, the majority union group shall convey an explanation of its decision in writing to the employer and a copy of such to the sector-based employers' association.

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

b) **Special rules:**

- i. **Boilermaker: Night work:** A boilermaker assigned to such a schedule is entitled

to an hourly premium equal to 7% of his wage rate for every hour worked under these conditions.

- ii. **Tinsmith and erector-mechanic (glazier): Night work: Maintenance, repair, renovation and alteration work:** When this work must be performed between 17:00 and 7:00, on the basis of a 4-day week, and within the limits specified in Article 20.02, Subsection 1), the employer may only establish such schedule with the consent of the majority union group.

The majority union group shall, within a short and reasonable time period not exceeding 4 working days following receipt of the request, approve or refuse such request, failing which, the modification sought is considered to be accepted.

In the event of a refusal, the majority union group shall convey an explanation of its decision in writing to the employer and a copy of such to the sector-based employers' association.

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

The premium provided for in Article 22.04, Subsection 4) shall apply to every hour worked under the conditions specified in the first clause of this paragraph.

- iii. **Fire-protection mechanic: Work outside standard working hours: Alteration, renovation and installation work:** When a change in the work schedule requires that work be performed outside standard working hours, the employer may, with the written consent of the majority union group, carry out this work

on the basis of a 4-day week. The standard work week is the one specified in Article 20.02, Subsection 1) and the daily limit is 10 hours.

The majority union group shall, within a short and reasonable time period not exceeding 4 working days following receipt of the request, approve or refuse such request, failing which, the modification sought is considered to be accepted.

In the event of a refusal, the majority union group shall convey an explanation of its decision in writing to the employer and a copy of such to the sector-based employers' association.

The premium provided for in Article 22.04, Subsection 4) shall apply to every hour worked under these conditions, except for overtime hours.

- 2) **Flexible schedule: Repair, renovation and maintenance work for institutional and commercial buildings on which construction is finished:** When the client's requirements are such that the entire job cannot be performed within the standard work week, the employer may, further to an agreement with the majority union group, modify the work schedule according to the following terms and conditions:
  - a) The work week shall not exceed 40 hours with a daily limit of up to 10 hours scheduled within the planned work week from Monday to Sunday.

The work week shall not exceed 5 consecutive working days.
  - b) The starting and ending time of the working day are determined when the agreement is reached.

- c) Every period of 4 consecutive 10-hour working days shall be followed by 3 compulsory consecutive rest days.
- d) Only employees who have agreed to such a schedule shall be assigned to this work schedule. Employees who so refuse shall not be subject to a reprimand.
- e) Hours worked outside the standard working hours set forth under Division XX shall be subject to the change-in-work-schedule premium.
- f) All terms and conditions stipulated under the collective agreement that do not contravene this Article shall apply to employees assigned to the work schedule so established.
- g) The majority union group shall, within a short and reasonable time period not exceeding 4 working days following receipt of the request, or within 24 hours in urgent situations, approve or refuse such request, failing which, the modification sought is considered to be accepted.

In the event of a refusal, the majority union group shall convey an explanation of its decision in writing to the employer and a copy of such to the sector-based employers' association.

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

- 3) **Flexible schedule: Construction work on institutional and commercial buildings:** Under the special circumstances described in Paragraph c), an employer may increase the number of daily working hours if it employs five (5) employees or less on a job site, for the purpose of finishing or completing a work sequence outside the standard work day.
  - a) The work day may be 10 hours, with a weekly limit of 40 hours, scheduled from Monday to Friday.

- b) The starting times for the work day are as specified under Article 20.02 3).
- c) This subsection shall apply insofar as the work requires demobilizing for the purpose of remobilizing on the same job site or demobilizing for the purpose of another job site. Moreover, this subsection shall not result in daily hours increases being permitted on a regular basis.
- d) This article shall not apply to crane operators (crane rental).

#### 4) **Flexible schedule: Servicing work:**

- a) **Standard work week:** The standard work week is 40 hours from Monday to Friday.
- b) **Standard work day:** Daily working hours shall be a maximum of 10 consecutive hours from Monday to Friday.
- c) **Schedule:** Daily working hours are scheduled as follows:
  - 6:30 to 20:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.
- d) **Definition:** Servicing work comprises any repair or maintenance work for which an employee disposes of a vehicle provided by the employer and which may involve his making a series of trips in the course of the same day.
- e) This article shall not apply to the following trades: refrigeration mechanic, security system installer and elevator mechanic.

#### 5) **Special rules:**

- a) **Refrigeration mechanic:** The provisions of Subsection 2) apply only to renovation work further to an agreement in writing between the employer and the majority union group.

The majority union group shall, within a short and reasonable time period not exceeding 4 working days following receipt of the request, approve or refuse such request, failing which, the modification sought is considered to be accepted.

In the event of a refusal, the majority union group shall convey an explanation of its decision in writing to the employer and a copy of such to the sector-based employers' association.

The Commission shall be notified promptly of such agreement.

In such a case, the work week shall be scheduled over 4 or 5 consecutive days.

- b) **Elevator mechanic:** Subsections 1) and 2) of Article 20.04 do not apply to the elevator mechanic trade.
- c) **Fire-protection mechanic:** Article 20.04, Subsection 2) does not apply to fire-protection mechanics.
- d) **Interior systems installer: Flexible schedule: Repair, renovation and maintenance work for institutional and commercial buildings on which construction is finished:** When the client's requirements are such that the entire job cannot be performed within the standard work week, the employer may modify the work schedule according to the following terms and conditions:
  - i. The work week shall not exceed 40 hours with a daily limit of up to 10 hours scheduled within the planned work week from Monday to Sunday.

The work week shall not exceed 5 consecutive working days.

- ii. The starting and ending times of the working day are determined by the employer.
- iii. Every period of 4 consecutive 10-hour working days shall be followed by 3 compulsory consecutive rest days.
- iv. Only employees who have agreed to such a schedule shall be assigned to this work schedule. Employees who so refuse shall not be subject to a reprimand.
- v. All terms and conditions stipulated under the collective agreement that do not contravene this Article shall apply to employees assigned to the work schedule so established.
- vi. The majority union group and the Commission shall be notified prior to the commencement of work.

**20.05 Work carried out on remote job sites, in the James Bay region and on construction projects north of the 55<sup>th</sup> parallel including the Great Whale project:**

- 1) **General rule:**
  - a) The standard work week of employees assigned to construction work is 45 hours at the rate of 9 hours a day.
  - b) However, when the employer provides room and board, the standard week is 50 hours scheduled from Monday to Friday, with a daily limit of 10 hours.
  - c) Article 19.01, Subsections 1), 2) and 3) and Articles 19.02 and 19.03 do not apply to work carried out on the remote job sites specified in this article.
  - d) The applicable wage rates for work performed on these job sites are those that appear in Schedule "C-1".

2) **Special rule: Electrician: Remote job sites, James Bay projects and hydroelectric projects north of 55<sup>th</sup> parallel (including Great Whale):**

- a) The standard work week for employees assigned to construction work is 45 hours per week.
- b) However, when the employer provides room and board, the standard week is 50 hours.
- c) Standard work week: 45 or 50 hours from Monday to Friday, depending on the case.
- d) Standard working day: 9 or 10 hours, depending on the case.
- e) Schedule: Daily working hours are scheduled as follows:

i. Monday to Friday:

from 7:00 to 16:30 or 17:00  
from 7:30 to 17:00 or 17:30  
from 8:00 to 17:30 or 18:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.

ii. Monday to Friday:

from 7:00 to 17:30 or 18:00  
from 7:30 to 18:00 or 18:30  
from 8:00 to 18:30 or 19:00

with a 1/2 hour or 1 hour lunch break without pay in the middle of the work day.

3) **Special rule: Elevator mechanic:** This article does not apply to the elevator mechanic trade.

20.06 **Shift work:**

- 1) **Conditions to be met to establish shift system:** An employer may establish a double or triple shift system, on the following conditions:

a) Subject to the exceptions provided for under Articles 20.03, 20.04 and 20.05, standard working hours are those as specified under Article 20.02.

b) The double or triple shift system shall be established for at least 4 consecutive working days when the standard work week is 4 days and for at least 5 consecutive working days when the standard work week is 5 days.

i. **Special rule: Crane operator:** Crane rental: The minimum duration to establish a shift system is 3 consecutive working days and the starting time for the regular schedule shall be identical for the jobs carried out on a construction site. Otherwise, the starting time for the regular work schedule may vary.

An employee assigned to a shift system shall be the same employee for a minimum of 3 days, unless he takes leave of absence.

ii. **Special rule: Erector-mechanic (glazier):** Paragraph b) does not apply to erector-mechanics (glaziers).

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.

i. **Special rule: Crane operator: Crane rental:** The provision specified in Paragraph c) shall not apply to a crane operator in the service of an employer specialized in crane rental.

ii. **Special rule: Erector-mechanic (glazier):** The provision specified in Paragraph c) shall not apply to an erector-mechanic (glazier) assigned to maintenance-repair, renovation or alteration work.

- 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.
- i. **Special rule: Crane operator: Crane rental:** The provision specified in Paragraph d) shall not apply to a crane operator in the service of an employer specialized in crane rental.
- e) Notwithstanding Subsections 2) and 3), the scheduling of working hours per shift is determined by the employer on the job sites covered by Article 20.05.
- f) For the purpose of this article, at least 2 employees may constitute a shift.
- i. **Special rule: Electrician:** For the purpose of this article, at least 2 electricians (journeyman and apprentice or two journeymen) shall constitute a shift.
- ii. **Special rule: Crane operator: Crane rental:** With respect to crane rentals, 1 employee may constitute a shift.
- iii. **Millwright:** For the purpose of this article, at least 2 millwrights shall constitute a shift.
- iv. **Special rule: pump and compressor operator (line pump) and concrete pump operator (distribution mast):** For the purpose of this article, 1 employee 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 hours worked on Saturday, provided such hours serve to complete a period of work 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 hours. At the employer's request, the working hours for the second shift may start in the first 2 hours following the last working hour of the first shift for the duration of the double shift system. The rules governing the application of this subsection may be modified further to an agreement between an employer and the majority union group representing the employees concerned.
- c) Employees subject to this subsection are entitled to a 1/2-hour meal break without pay in the middle of their work period.
- d) **Special rules:**
- i. **Security systems installer: Maintenance and repair work:** In the case of maintenance and repair work on security systems, the employer may establish a double and triple shift system, as follows:
- Working hours are 8 consecutive hours per day.
  - The double and triple shift system is established for a minimum period of 5 consecutive working days.
  - For the purposes of this article, 1 employee may constitute a shift.
  - The scheduling of working hours is determined by the employer. Working hours are scheduled from Sunday 00:01 to Thursday 24:00, Monday 00:01 to Friday 24:00, or Tuesday 00:01 to Saturday 24:00.
  - At the employer's request, the working hours for the second shift shall start in the first 2 hours following the last working hour of the first shift for the duration of the double shift system. The rules governing the application of

this subsection may be modified further to an agreement between an employer and the majority union group representing the employees concerned.

- Employees working on the triple-shift system are entitled to a 1/2-hour or 1-hour meal period without pay in the middle of their working period. The employer determines the duration of the meal period.

ii. **Decontamination Labourer:** In the case of labourers assigned to the work described in Article 20.03, Subsection 14), there shall be a 1/2-hour meal break, taken around the middle of the work period.

3) **Triple-shift system:**

a) When the triple-shift system is in effect, standard working hours are scheduled as follows:

- 1<sup>st</sup> shift: from 8:00 to 16:00, Monday to Friday.
- 2<sup>nd</sup> shift: from 16:00 to 24:00, Monday to Friday.
- 3<sup>rd</sup> shift: from 00:01 to 8:00, Tuesday to Saturday.

b) After reaching an agreement with the majority union group of the employees concerned and notifying the Commission, an employer may, for the first, second and third shifts, establish starting times other than those provided for in Paragraph a).

c) An employee working on the triple-shift system is entitled to a 1/2-hour meal break without loss of pay, in the middle of his work period.

4) **Special rule: Elevator mechanic:** Article 20.06 does not apply to an employee of this trade.

20.07 **Rest period:**

1) **Morning, afternoon and overtime:**

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

The rest period scheduled for the middle of the afternoon may be eliminated to allow an employee to leave 30 minutes before the end of the standard working day, or it may be worked and paid double time.

The employer shall reach an agreement with a majority of its employees and forward written notice of such agreement to the majority union group and the Commission.

b) The 2 rest periods specified in Paragraph a) shall also apply to an employee working on either the double or triple-shift system.

c) The employer shall grant an employee a rest period of 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.

Except when Subsection 3) applies, after any 2-hour period of overtime, all employees are entitled to a rest period of 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 15 minutes.

e) **Special rules:**

i. **Tile setter:** Except for hours where a rest period is already provided for under Subsection 1) a), any such employee shall be entitled to a 10-minute rest period

for each hour he is assigned to work using material containing noxious and corrosive epoxy.

- ii. **Cement finisher:** Except for hours where a rest period is already provided for under Subsection 1) a), any such employee shall be entitled to a 10-minute rest period for each hour he is assigned to work using material containing noxious and corrosive epoxy. When cement is being poured, the employer shall grant the employee his rest period, which shall be taken in turns by the employees assigned to such work.
- iii. **Electrician and tinsmith:** Further to an agreement between the employer and the union representative representing a majority of the employees concerned, the rest period scheduled for the middle of the afternoon may be eliminated to allow the employees to leave 30 minutes before the end of the standard working day. In this case, the employee shall receive 8 hour's pay per working day.
- iv. **Parquetry work and resilient flooring laying:** Except for hours when a rest period is already provided for under Subsection 1) a), an employee assigned to the sanding of floors or to the application of materials containing noxious and corrosive epoxy, where the use of a mask or filter is compulsory, is entitled to a 10-minute rest period for each hour of work.
- v. **Pump and compressor operator (line pump) and concrete pump operator (distribution mast):** For an employee from this trade and this occupation, the rest period provided for in this article may be moved to a different time.

2) **Daily rest:**

- a) Every employee shall benefit from and must take a rest period of at least 8 consecutive hours in any 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.
- c) **Special rule: Crane operator: Crane rental:** The rest period of 8 consecutive hours specified in Paragraph a) is reduced to a minimum of 6 consecutive hours in any 24-hour period for employees assigned to the operation of a crane while working for an employer renting cranes, when the employee is called on to work for a second and different client or when he is subject to a change in clients during the same period.

- 3) a) **Meals:** Any employee who works 2 consecutive overtime hours 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 is followed by a period of work. Any employee who works a 10-hour standard working day shall also be granted a 1/2-hour meal period with pay at the applicable wage rate, on the condition that this meal period is followed by a period of work.

The employee concerned under this paragraph is entitled to meal compensation of \$14.00 unless the employer provides a suitable meal, and subsequently, after 4 more overtime hours.

- b) Such compensation as well as a 1/2-hour meal period with pay shall also apply to any employee who works more than 10 consecutive hours per working day on Saturdays, Sundays or statutory holidays. This meal period shall be followed by a period of work.

c) **Special rules:**

- i. **Electrician:** Any such employee who works overtime following a 10-hour work day in accordance with Article 20.02 5) shall be granted a 1/2-hour meal break with pay at the applicable wage rate. In these circumstances, the employee shall be entitled to meal compensation of \$14.00 unless the employer provides a suitable meal, and subsequently, after 4 more overtime hours.
  - ii. **Reinforcing steel erector, structural steel erector and ornamental iron-worker:** In addition to the provisions set forth in Article 20.07 3) a), an employee who works more than 10 consecutive hours on a Saturday, Sunday or statutory holiday is also entitled to compensation. The meal break shall be followed by a period of work. Such employee shall be entitled to meal compensation of \$14.00 unless the employer provides a suitable meal, and subsequently, after 4 more overtime hours.
  - iii. **Crane operator: Crane rental:** In addition to the provisions of Article 20.07, Subsection 3) a), an employee who performs more than 2 hours of work preceding his standard working day shall receive compensation of \$14.00. This compensation shall apply also to any employee working more than 10 consecutive hours per working day on a Saturday, Sunday or statutory holiday.
- d) **Mobile canteen:** The employer shall allow a mobile canteen to enter the job site to serve the employees.

**DIVISION XXI**

**OVERTIME**

21.01 **General rule:**

- 1) All work performed on a day of compulsory annual vacation, or on a statutory holiday or in addition to the number of daily hours, or over and above the working hour limits as stipulated under Division XX, is considered overtime.
- 2) Overtime is performed on a voluntary basis and no employer may penalize an employee who refuses to perform overtime, except in the case of emergency work, the proof of which is incumbent upon the employer.

21.02 **Remuneration: General rule:** Overtime shall be paid double time, except in the cases specified below.

21.03 **Special rules:**

1) **Elevator mechanic:**

- a) **Basic rule:** Any overtime as specified in Article 21.01, Subsection 1), and any work performed between 17:00 and 8:00 shall be paid double time.
- b) **Maintenance work:**

Except on Sundays and statutory holidays, employees shall be paid time and a half for all callbacks after standard working hours.

When an employee assigned to this work during a standard working day finishes his work after his standard 8-hour working day, he shall be paid time and a half for the first 1 1/2 hours so worked and double time for any additional overtime.

Employees shall be paid double time for all callbacks on Sundays and statutory holidays.

When, for a special reason (e.g., moving, convention, social event, etc.), an employer requires the presence outside standard hours of one or more employees on a job site or in a building in order to perform emergency work, this or these employee(s) must be journeymen and shall be paid double time.

- c) **Local representative:** Any overtime hours worked by this employee as specified under Article 20.03, Paragraph 15) b), is paid in accordance with Paragraph a) or b).

Any clerical work performed in addition to the standard working hours by a local representative, when no office help is provided to him, is paid straight time at his wage rate.

- 2) **Erector-mechanic (glazier):** In the case of an employee assigned to maintenance, repair or renovation work, when the employee finishes his work after the standard working day, he is paid time and a half for the first 2 hours and double time for any additional overtime.

- 3) **Remote job sites, work in James Bay region and construction projects north of 55<sup>th</sup> parallel, including Great Whale project:**

- a) **General rule:** Employees assigned to work governed by Article 20.05 are paid time and a half for the first 5 overtime hours worked and double time for any additional overtime hours worked and for any overtime hours worked on Sundays.
- b) **Structural steel (metal frames):** However, in the case of employees assigned to structural steel work (metal frames), any work performed on Saturdays and Sundays or after 1 overtime hour per day is paid double time. The first overtime hour is paid time and a half.

- c) **Millwright:** Any work performed on Saturdays and Sundays or after 1 overtime hour per day is paid double time. The first overtime hour is paid time and a half.

- 4) **Electrician: Remote job sites, James Bay project and hydroelectric projects north of 55<sup>th</sup> parallel (including Great Whale):**

- a) Such employee is paid time and a half for:

The first hour worked before or after the standard working day from Monday to Friday.

- b) Such employee is paid double time for:

Any overtime hours worked in addition to the first overtime hour paid at time and a half.

Work performed on Saturdays, Sundays, a day of compulsory annual vacation or a statutory holiday.

- 5) **Electrician: Overtime:** For electrical work of a duration of over 2 months for a given employer, where it is foreseen that the employee will work overtime during part of the job or during the entire job, the overtime schedule shall be established by the employer and the representative of the union representing the majority of employees concerned.

- 6) **Security systems installer:**

- a) An employee who is assigned to repair and maintenance work who works more than 40 hours per week or 9 hours per day, shall be paid double time. The first overtime hour worked outside the daily work schedule shall be credited to the employee in compensated time on the last working day of his weekly schedule.
- b) An employee who is assigned to repair and maintenance work shall not be paid double time for work performed on Saturdays and Sundays when these hours are part of his standard work schedule.

## DIVISION XXII

### PREMIUMS

22.01 **Computation:** Except for the premiums provided for under Article 22.03, payment of overtime is computed prior to the addition of premiums, i.e., the percentage of increase does not apply to premiums.

#### 22.02 **Shift-work premium:**

1) **General rule:** Any employee who works on a shift other than the first shift shall be paid a \$0.75 an hour shift-work premium over and above the applicable wage rate for every hour worked.

#### 2) **Special rules:**

a) **Bricklayer-mason, tile setter, cement finisher, plasterer and plaster-joint pointer:** Such employee shall receive a premium equal to 5% of his wage rate for each hour so worked.

b) **Insulator:** Such employee shall receive an hourly premium of \$1.50.

c) **Carpenter-joiner, truck driver, reinforcing steel erector, structural steel erector, heavy equipment operator, shovel operator, interior systems installer and ornamental ironworker:** The premium provided for under this article shall not apply to an employee from these trades and occupations.

d) **Boilermaker:** The premium is 12% of the hourly rate. This hourly premium shall also be paid when the employee works overtime but shall not be increased.

e) **Electrician:** Such employee assigned to work on a shift other than the day shift, as the case may be, shall receive a premium of 10% of his wage rate on the 2<sup>nd</sup> and 3<sup>rd</sup> shifts

for every hour so worked, seven days a week (Sunday to Saturday), including statutory holidays.

f) **Tinsmith:** An employee who works on a shift other than the first shift shall receive an hourly premium of 7% of his wage rate seven days a week (Sunday to Saturday), including statutory holidays and all overtime hours worked.

g) **Refrigeration mechanic:** Such employee shall receive an hourly premium of 7% of his wage rate, seven days a week (Sunday to Saturday), including statutory holidays.

h) **Security systems installer:** Such employee shall receive a \$1.00 shift premium.

i) **Millwright:** An employee who works on a shift other than the first shift shall receive an hourly premium of 10% of his wage rate seven days a week (Sunday to Saturday), including statutory holidays and all overtime hours worked.

j) **Fire-protection mechanic, pipefitter and pipe welder:** An hourly premium of 10% of his wage rate, seven days a week (Sunday to Saturday), including statutory holidays.

k) **Erector-mechanic (glazier):** An hourly premium of \$1.00 is paid by the employer to such employee for each hour so worked.

#### 22.03 **Crew leader and group leader premium:**

1) **General rule:** A group leader shall receive an hourly premium of 7% over and above the wage rate for his trade, specialty or occupation for every so hour worked.

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

2) **Special rules:**

- a) **Insulator:** 7.5% for a crew leader and 11% for a group leader.
- b) **Carpenter-joiner:** 10% for the group leader and 7% for the crew leader.
- c) **Boilermaker:** 12% for a group leader. The crew leader concept and premium do not apply to this trade.
- d) **Electrician:** 10% for a group leader.
- e) **Tinsmith, reinforcing steel erector, structural steel erector and ornamental ironworker:** 10% for a group leader.
- f) **Refrigeration mechanic and fire-protection mechanic:** 8% for a crew leader and 11% for a group leader.
- g) **Elevator Mechanic:**
  - i. Any such employee assigned to elevator construction, renovation or repair work who is in charge of 3 or more employees shall receive a premium of 12.5% of the wage rate for his trade for every hour so worked.
  - ii. A journeyman from this trade designated as a fitter by his employer shall receive a premium of 12.5% of the wage rate for his trade for every hour so worked.
- h) **Millwright:** 10% for a group leader seven days a week (Sunday to Saturday), including statutory holidays and all overtime hours worked. The crew leader concept and premium do not apply to this trade.
- i) **Pipefitter and pipe welder:** 9% for the crew leader and 12% for the group leader.

22.04 **Change-in-work-schedule premium:**

- 1) When the majority of working hours for the day in question cannot be performed within the schedule provided for in Article 20.02, Subsection 3) or Article 20.03, where the work is not shift work, because of special circumstances, the proof of which rests with the employer, or because the health and safety of the employees in the employer's service are threatened, this work may be performed at other times of the day and the Commission shall be promptly notified.
- 2) The scheduling of working hours, however, remains subject to daily and weekly limits on the number of hours as specified under Division XX and may include working hours performed on Saturday, provided the latter serve to complete a work period begun on Friday.
- 3) **General rule:** An hourly premium of \$0.75 over and above the wage rate for his trade, specialty or occupation shall be paid to an employee for every hour worked under the conditions specified in Subsection 1).
- 4) **Special rules:**
  - a) **Bricklayer-mason, tile setter, cement finisher, plasterer, plasterer-joint pointer and resilient flooring layer:** An employee from such trades shall receive a premium equal to 5% of his wage rate for every hour worked under these conditions.
  - b) **Insulator:** The premium shall be \$1.50 for every hour worked under these conditions.
  - c) **Carpenter-joiner, truck driver, reinforcing steel erector, structural steel erector, erector-mechanic (glazier), heavy equipment operator, shovel operator, interior systems installer and ornamental ironworker:** The premium provided for under this article shall not apply to an employee from these trades or occupations.

- d) **Boilermaker:** The hourly premium shall be equal to 7% of the wage rate for this trade. This premium shall also be paid when the employee works overtime.
- e) **Roofer:** This hourly premium shall be \$1.00 for every hour worked under these conditions, for the construction of institutional buildings only.
- f) **Electrician, pipefitter and pipe welder:** An hourly premium equal to 10% of his wage rate shall be paid to an employee from these trades for every hour worked under the conditions specified in Subsection 1), seven days a week (Sunday to Saturday), including statutory holidays.
- g) **Tinsmith:** An hourly premium equal to 7% of his wage rate shall be paid to an employee from this trade for every hour worked under the conditions specified in Subsection 1), seven days a week (Sunday to Saturday), including statutory holidays.
- h) **Refrigeration mechanic:** The exception to the standard work schedule provided for under Subsection 1) of this article shall only apply in the case of renovation work. In this case, an hourly premium equal to 10% over and above the wage rate for his trade shall be paid to the employee for every hour worked under the conditions specified in said subsection.
- i) **Security systems installer:** An hourly premium of \$1.00 over and above the wage rate for his trade shall be paid to the employee for every hour worked under the conditions specified in Subsection 1).
- j) **Millwright:** An hourly premium of 10% of his wage rate shall be paid to the employee for every hour worked under the conditions specified in Subsection 1), seven days a week (Sunday to Saturday), including all overtime hours worked.

- k) **Fire-protection mechanic:** An hourly premium equal to 10% of the wage rate for this trade shall be paid to the employee for every hour worked under the conditions specified in Subsection 1).

#### 22.05 Height premium:

- 1) **General rule:** Any employee assigned to work on hanging scaffolds or in a suspended cage 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 rules:**
  - a) **Insulator:** Any insulator assigned to work on hanging scaffolds or in a suspended cage 13 or more metres above any surface shall receive an hourly premium of \$1.25 over and above the wage rate for his trade for every hour so worked.
  - b) **Carpenter-joiner, truck driver, reinforcing steel erector, structural steel erector, heavy equipment operator, shovel operator and ornamental ironworker:** The premium provided for under Article 22.05, Subsection 1) shall not apply to these trades and occupations.
  - c) **Elevator mechanic:** This premium does not apply to an employee assigned to elevator construction work.
  - d) **Erector-mechanic (glazier):** Any employee assigned to work on tubular scaffolding or in a suspended cage 10 or more metres above any surface shall receive an hourly premium of \$0.75 over and above the wage rate for his trade for every hour so worked.

In the case of hanging scaffolds, this hourly premium shall be \$1.00 for work performed 10 or more metres above any surface for every hour so worked.

## 22.06 Welding premium:

- 1) **General rule:** Any employee assigned to argon welding work, or to welding on stainless steel, aluminum, chrome, brass, magnesium, galvanized iron, monel or nickel, or to air arc work 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 rules:**
  - a) **Boilermaker, pipefitter and pipe welder:** In addition to the provisions of Subsection 1), any employee assigned to welding work on paint or coatings composed of carbo zinc or galvicon P3 shall receive an hourly premium of \$0.75 over and above the wage rate for his trade, for every hour so worked.
  - b) **Tinsmith and erector-mechanic (glazier):** Any employee assigned to fusion welding work shall receive an hourly premium of \$0.75 over and above the wage rate for his trade for every hour so worked.
  - c) **Reinforcing steel erector:** This article does not apply to this trade.
  - d) **Structural steel erector and ornamental ironworker:** Any employee assigned to argon welding work, or to welding on stainless steel, aluminum, chrome, brass, magnesium, galvanized iron, monel or nickel, or to air arc work 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.

22.07 **Ventilation-assisted mask premium:** Any employee who must wear a ventilation-assisted mask, or a continuous flow or positive pressure air line mask 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.

The premium specified in this article shall not apply to an employee performing work in accordance with Article 20.03 14) (asbestos labourer).

22.08 **Steel and concrete structure premium: Electrician:** In the case of bad weather only, an employee who performs outdoor work on a steel or concrete structure shall receive a premium of 15% over and above his hourly wage rate for every hour so worked.

## 22.09 Crane operator premium:

- 1) A crane operator-journeyman who operates a crane:
  - a) With a capacity of 75 or more tons, shall receive an hourly premium of \$1.14 over and above the wage rate for his trade for every hour so worked.
  - b) With a capacity of 100 or more tons, shall receive an hourly premium of \$1.40 over and above the wage rate for his trade for every hour so worked.
  - c) With a capacity of 200 or more tons, or a tower crane, shall receive an hourly premium of \$2.70 over and above the wage rate for his trade for every hour so worked.
  - d) With a capacity of 300 or more tons, shall receive an hourly premium of \$4.00 over and above the wage rate for his trade for every hour so worked.
- 2) Any crane operator assigned to tower crane assembly and disassembly work shall receive the premium specified in one of the preceding paragraphs according to the capacity of the crane used during these operations.
- 3) **Pile driving:** Any crane operator who operates a crane equipped with attachments required to

install molding walls shall receive an hourly premium of \$1.50 over and above his wage rate for every hour so worked.

This premium may not apply concurrently with any other premium specified in Article 22.09.

**22.10 Premium: Cement finisher, pump and compressor operator (line pump) and concrete pump operator (distribution mast):** Any such employee who performs work under Article 20.03, Subsection 5) on a 40-hour weekly schedule without a daily schedule who is assigned to concrete pouring work and related operations shall receive an hourly premium of \$1.25 over and above the wage rate for his trade for every hour worked after 18:00, except when he works on a double or triple-shift system.

**22.11 Special premium: Joint pointing work: Painter-joint pointer and plasterer-joint pointer:** 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.

**22.12 Fiberglass joint pointing premium: Tinsmith:** Any such employee assigned to fiberglass joint pointing work shall receive an hourly premium of \$0.75 over and above the wage rate for his trade for every hour so worked. This premium, however, does not apply to translucent boards used as covering or to mechanical joints.

**22.13 Fiberglass joint pointing premium: Boilermaker, pipefitter and pipe welder:** Any employee assigned to fiberglass joint pointing work shall receive an hourly premium of \$1.00 over and above the wage rate for his trade or occupation for every hour so worked. However, this premium does not apply for bolted joints.

**22.14 Premium: Connection work: Metal frames, panels and prefabricated concrete frames: Structural steel erector:** Any employee who, at his employer's request, works as a metal frame, panel or prefabricated concrete frame connector shall receive a premium of \$1.75 for every hour so worked.

**22.15 Spray gun premium: Painter:** Any employee assigned to painting or texturizing work with a spray gun shall receive an hourly premium of \$1.50 for every hour so worked.

**22.16 Sandblast cleaning premium: Painter:** Any employee assigned to sandblast cleaning work shall receive an hourly premium of \$1.50 for every hour so worked.

**22.17 Sandblast cleaning premium: Labourer:** Any employee assigned to sandblast cleaning work or such work using a substitute other than water shall receive an hourly premium of \$1.50 for every hour so worked.

**22.18 Polishing premium: Tile setter:** Any employee assigned to polishing work on marble or terrazzo flooring using wet or dry equipment shall receive an hourly premium of \$1.00 for every hour so worked.

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

**22.20 Premium: Work related to bricklayer and plasterer trade: Labourer and general helper:** Any such employee assigned to this work shall receive an hourly premium of \$0.75 for every hour so worked.

## DIVISION XXIII

### TRAVELLING EXPENSES

#### 23.01 Travelling expenses:

- 1) **Definition:** Unless otherwise specified, the expression “travelling expenses” means expenses for transportation, room and board, and travelling time.
- 2) **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.

#### 23.02 Parking:

- 1) When an employee is assigned to more than one job site in the same work day and he is required to use his vehicle for such travelling, he is entitled to reimbursement of his parking fees, if any, upon presentation of receipts.
- 2) When an employee is assigned to a job site and he is required to use his vehicle to transport his tools or work clothes, he is entitled to reimbursement of his parking fees for the first day and the last day worked on the job site, upon presentation of receipts.
- 3) 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, an employer shall pay \$9.00 per day to any employee who works the number of hours established by the employer or who benefits from show-up pay as provided for in Article 18.01. This amount shall be increased to \$10.00 starting April 27, 2008 and to \$11.00 starting April 26, 2009.

**23.03 Transportation of employees by employer:** Any employer who provides transportation for its employees shall do so with suitable vehicles that are heated.

#### 23.04 Travelling time:

- 1) **General rule:** Subject to Article 23.09, the time required to travel 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:**
  - a) **General rule:** Notwithstanding Subsection 1), when, at the employer’s express request, an employee must report to the head office of the employer or to any other location determined by the latter, before the beginning of the standard working day, he shall be paid his wage rate for travelling time, as of the time agreed upon for reporting to the above-mentioned location.
  - b) **Special rules:**
    - i. **Tinsmith and erector-mechanic (glazier):** Notwithstanding Subsection 1), when, at the employer’s express request, an employee must report to the head office of the employer or to any other location determined by the latter, before the beginning of the standard working day, he shall be paid his wage rate for travelling time, as of the time agreed upon for reporting to the above-mentioned location.

An employee who, at the employer’s express request, reports to the head office of the employer or to any other location determined by the latter, after

the standard working day, shall be paid in accordance with the provisions of the preceding paragraph.

- ii. **Roofer:** When, at the employer's express request, an employee must report to the head office of the employer or to any other location determined by the latter, before or after the standard working day, he shall be paid, depending on the region in which the job site is located, one of the compensation amounts specified in Article 23.09 1) for travelling time, when the distance between the job site and the meeting point is more than 60 km.

The application of this provision shall not result in the payment of double compensation for travelling expenses for the same working day.

- iii. **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. However, travelling time and working hours shall not exceed twelve (12) hours a day. Beyond the weekly limit of ten (10) hours, travelling time is considered hours worked.

- 3) **Job site with bunkhouses, remote job site, James Bay region and construction project north of 55<sup>th</sup> parallel (including Great Whale):** 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 work location exceeds 30 minutes, the employee shall receive the time in excess of these 30 minutes as travelling time. The same rule applies for the

return trip from his work location to the cafeteria or to the departure point of the transportation vehicle.

#### 23.05 Use of the employee's vehicle:

- 1) **General rule:** No employee is required to use his own vehicle for his employer's business. When, at the request of the employer, the employee uses his own vehicle for the benefit of the employer, he shall receive compensation of \$0.36 per kilometre travelled, which is considered as covering all expenses relating to the employee's vehicle.
- 2) **Special rules:**
  - a) **Reinforcing steel erector:** This article shall not apply to an employee from this trade. A group leader to whom an employer has expressly entrusted additional duties consisting of job site coordination who must use his vehicle for the employer's benefit shall receive daily compensation of \$7.23. This amount shall be increased to \$7.52 starting April 27, 2008 and to \$7.82 starting April 26, 2009.
  - b) **Resilient flooring layer:** This article shall not apply to an employee from this trade.
  - c) **Refrigeration mechanic:** For the application of Subsection 1) of this article, compensation shall be calculated starting from the place of business of the employer or that which serves as such.

23.06 **Employee's residence:** For the purpose of this division, the employee's residence is the residence that appears on his competency certificate as issued by the Commission, including any modification.

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

When there is a change in residence, the employee shall notify the Commission and the latter shall require three pieces of proof from the employee showing the change in main residence. An attestation shall be issued by the Commission to this effect.

#### 23.07 Change of residence:

- 1) The employer is required to pay the allowances specified in Article 23.09 to any employee who notifies it of any change of residence that is recognized by the Commission 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 23.09.
- 2) 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 any surplus in the allowance received.
- 3) The employer shall provide the employee with change of residence forms.

#### 23.08 Calculation of compensation:

- 1) **General rule:** For the purpose of calculating this compensation, the employee's residence is the residence that appears on his competency certificate as issued by the Commission, including any modification.

In case of disagreement over the application of this division, the Streets and Trips software, using the software default settings, shall serve as the reference in determining the preferred road between the employee's residence and the job site based on the respective addresses.

The preferred road shall be the road usually taken.

- 2) **Special rule: Refrigeration mechanic:** For the purpose of calculating the compensation provided under Article 23.09 5) b), the municipal boundaries are considered to be those that existed on May 1, 2001.

#### 23.09 Compensation for travelling expenses:

- 1) **General rule:** The employer shall pay, to cover travelling expenses, for any employee who performs the number of working hours set by the employer in the working day, or who benefits from compensation as specified in Article 18.01, one of the following compensation amounts for each day of work:
  - a) For job sites located in the following regions, as defined in the Regulation respecting hiring and mobility: Quebec City, Trois-Rivières, Montreal and the Eastern Townships:
    - \$27.81 when the employee's residence is located more than 60 kilometres from the job site. This compensation shall be \$28.92 as of April 27, 2008, and \$30.08 as of April 26, 2009.
    - \$33.11 when the employee's residence is located more than 90 kilometres from the job site.
    - This compensation shall be \$34.43 as of April 27, 2008, and \$35.81 as of April 26, 2009.
  - b) For job sites located in a region other than those specified in Paragraph a):
    - \$15.89 when the employee's residence is located more than 48 kilometres from the job site. This compensation shall be \$16.53 as of April 27, 2008, and \$17.19 as of April 26, 2009.

- \$27.49 when the employee's residence is located more than 72 kilometres from the job site. This compensation shall be \$28.59 as of April 27, 2008, and \$29.73 as of April 26, 2009.
- \$31.11 when the employee's residence is located more than 88 kilometres from the job site. This compensation shall be \$32.35 as of April 27, 2008, and \$33.64 as of April 26, 2009.

This compensation shall be \$10.02 as of April 27, 2008, and \$10.42 as of April 26, 2009.

- \$13.25 per day when the employee's residence is located more than 48 kilometres from the job site.

This compensation shall be \$13.78 as of April 27, 2008, and \$14.33 as of April 26, 2009.

- c) **Ferry:** When an employee, at his employer's request, uses a ferry to travel to a job site, the employer shall reimburse the employee's expenses as charged by the ferry operator, including any charge for his vehicle, provided the employee performs the hours of work established by his employer.

- \$24.08 per day when the employee's residence is located more than 72 kilometres from the job site.

This compensation shall be \$25.04 as of April 27, 2008, and \$26.04 as of April 26, 2009.

For a ferry located north-east of Quebec City (excluding the Tadoussac-Baie-Sainte-Catherine ferry), in addition to paying the amounts specified in the preceding paragraph, the employer shall also pay his wage rate for the crossing time as indicated on the ferry operator's schedule. The travelling distance shall be determined using the formula specified in Article 23.09 4) e) and the time shown on the ferry schedule (e.g.: 1 hour = 80 km).

- \$28.89 per day when the employee's residence is located more than 88 kilometres from the job site.

This compensation shall be \$30.05 as of April 27, 2008, and \$31.25 as of April 26, 2009.

- b) **Carpenter-joiner:** Regardless of the provisions of Article 23.09 1) a) and b), one of the following compensation amounts shall apply to an employee from such trade:

- \$27.81 when the employee's residence is located between 60 and 90 kilometres from the job site. This compensation shall be \$28.92 as of April 27, 2008, and \$30.08 as of April 26, 2009.

- \$33.11 when the employee's residence is located between 91 and 120 kilometres from the job site. This compensation shall be \$34.43 as of April 27, 2008, and \$35.81 as of April 26, 2009.

- c) **Boilermaker, millwright, structural steel erector, ornamental ironworker, reinforcing steel erector, crane operator and pile**

## 2) Special rules:

- a) **Insulator:** The following provisions apply for job sites less than 120 kilometres away for insulators residing in the greater Montreal region as specified in Schedule "A" and also including the municipalities of St-Jean-de-Matha, Rawdon, Joliette and St-Jérôme and the area south of the latter municipalities as far as the St. Lawrence River:

- \$9.63 per day when the employee's residence is located more than 22 kilometres from the job site.

**setter:** Regardless of the provisions of Article 23.09 1) a) and b), one of the following compensation amounts shall apply to an employee from such trades and occupations:

- \$15.89 when the employee's residence is located more than 48 kilometres from the job site. This compensation shall be \$16.53 as of April 27, 2008, and \$17.19 as of April 26, 2009.
- \$27.49 when the employee's residence is located more than 72 kilometres from the job site. This compensation shall be \$28.59 as of April 27, 2008, and \$29.73 as of April 26, 2009.
- \$31.11 when the employee's residence is located more than 88 kilometres from the job site. This compensation shall be \$32.35 as of April 27, 2008, and \$33.64 as of April 26, 2009.

**d) Elevator mechanic: Greater Montreal region and Quebec City region:**

Notwithstanding Article 23.09, Subsection 1), an employer shall pay, to cover travelling expenses, for any employee who performs his working day or who is entitled to compensation as specified in Article 18.01, Subsection 2) Paragraph b) one of the following compensation amounts:

- i. • In the greater Montreal region, \$11.93, when the employee's residence is located outside a 20-kilometre radius of the job site. ed outside a 20-kilometre radius of the job site. This compensation shall be \$12.41 as of April 27, 2008, and \$12.91 as of April 26, 2009.
- In the Quebec City region, \$11.93, when the employee's residence is located outside a 15-kilometre radius

of the job site. This compensation shall be \$12.41 as of April 27, 2008, and \$12.91 as of April 26, 2009.

This compensation is also payable for a distance of under 15 kilometres when an employee must cross the St. Lawrence River (Quebec City only) to get to the job site.

- ii. \$19.56 when an employee's residence is located outside a 40-kilometre radius of the job site. This compensation shall be \$20.34 as of April 27, 2008, and \$21.15 as of April 26, 2009.
- iii. \$27.57 when an employee's residence is located outside a 55-kilometre radius of the job site. This compensation shall be \$28.67 as of April 27, 2008, and \$29.82 as of April 26, 2009.
- iv. \$34.32 when an employee's residence is located outside a 70-kilometre radius of the job site. This compensation shall be \$35.69 as of April 27, 2008, and \$37.12 as of April 26, 2009.
- v. \$38.66 when an employee's residence is located outside a 90-kilometre radius of the job site. This compensation shall be \$40.21 as of April 27, 2008, and \$41.82 as of April 26, 2009.
- vi. \$42.57 when an employee's residence is located outside a 105-kilometre radius of the job site. This compensation shall be \$44.27 as of April 27, 2008, and \$46.04 as of April 26, 2009.

For the purpose of this article, the employee's residence is considered to be located at the Mount Royal cross in the greater Montreal region and at Château Frontenac in the Quebec City region.

f) **Painter:** Regardless of the provisions of Article 23.09 1) a) and b), one of the following compensation amounts shall apply to an employee from such trade:

i. For job sites located in the following regions, as defined in the Regulation respecting hiring and mobility: Quebec City, Trois-Rivières, Montreal and the Eastern Townships:

- \$14.45 when the employee's residence is located more than 60 kilometres from the job site. This compensation shall be \$15.03 as of April 27, 2008, and \$15.63 as of April 26, 2009.
- \$33.11 when the employee's residence is located more than 90 kilometres from the job site. This compensation shall be \$34.43 as of April 27, 2008, and \$35.81 as of April 26, 2009.

ii. For job sites located in a region other than those specified in Paragraph a):

- \$14.45 when the employee's residence is located more than 60 kilometres from the job site. This compensation shall be \$15.03 as of April 27, 2008, and \$15.63 as of April 26, 2009.
- \$27.49 when the employee's residence is located more than 72 kilometres from the job site. This compensation shall be \$28.59 as of April 27, 2008, and \$29.73 as of April 26, 2009.
- \$31.11 when the employee's residence is located more than 88 kilometres from the job site. This compensation shall be \$32.35 as of April 27, 2008, and \$33.64 as of April 26, 2009.

3) **Exclusion: Supplying vehicle:** Subsections 1) and 2) do not apply when the employee uses a transportation vehicle supplied by the employer for travelling before or after his work day.

4) 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 within the working day or benefits from compensation as specified under Article 18.01, Subsections 1) and 2), he shall receive as compensation for travelling expenses:

a) \$97.00 per day to cover room and board expenses, taking into account the employer's option as specified in Article 23.10, Subsection 1). This compensation shall be \$101.00 as of April 27, 2008, and \$105.00 as of April 26, 2009.

b) Any employee whose standard work schedule enables him to perform a complete week of work in less than 5 days is entitled to compensation corresponding to 5 days of work.

c) **Special rules:**

i. **Insulator, fire-protection mechanic, pipefitter and pipe welder:** Within the framework of the application of Article 23.09, Subsection 4), this compensation is also payable for the day preceding the first day of work when the employee must travel and obtain room and board on the day before he reports to work. Such compensation is only payable once per job site and per employer.

This article also applies, however, when an employee is called back to work on the same job site following layoff, except in the case of compulsory annual vacations.

- ii. **Carpenter-joiner:** When the distance between the employee's residence and the job site is 200 or more kilometres and the employee must travel and obtain room and board on the day before he reports to work, he shall receive compensation as specified in Article 23.09, Subsection 4), Paragraph a) for the day in question.

This compensation is only payable once per job site for the same employer. The provisions hereof apply also when an employee is called back to work on the same job site or on any other job site, in accordance with the preceding paragraph. However, these provisions do not apply in the case of compulsory annual vacations.

- iii. **Boilermaker:** When the distance between an employee's residence and the job site is 120 or more kilometres, the employer pays an employee who performs the number of working hours scheduled by the employer for the working day \$97.00 for room and board expenses per each day worked. This compensation shall be \$101.00 as of April 27, 2008, and \$105.00 as of April 26, 2009.

This compensation is also payable for statutory holidays, provided the employee performs the number of hours of work scheduled by the employer on the working day preceding and following the statutory holiday.

Any employee whose standard work schedule enables him to perform a complete week of work in less than 5 days is entitled to compensation corresponding to 5 days of work.

Within the framework of the application of this special rule, this compensation is also payable for the day preceding the first day of work when the employee must travel and obtain room and board on the day before he reports to work. Such compensation is only payable once per job site and per employer.

This compensation also applies, however, when an employee is called back to work on the same job site following layoff, except in the case of compulsory annual vacations.

Moreover, daily compensation for room and board as specified in this special rule shall be payable for each day of the week from Sunday to Saturday when the distance from an employee's residence to the job site is more than 480 kilometres by the shortest route between these two points and the employee works a full week in accordance with the established standard schedule. This provision shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period.

Furthermore, this provision shall not apply:

- When other compensation for travelling expenses is applicable during the same week, except in the case of compensation paid for the day preceding the first day of work.
- In the event of layoff or transfer to another job site.

When the distance from an employee's residence to the job site is 480 or more kilometres, an employee whose job lasts for 5 days or less shall

receive the compensation specified under this special rule for the day following the last day of work.

- iv. **Roofer:** When the distance between the employee's residence and the job site is 180 or more kilometres, and the employee must travel and obtain room and board on the day before he reports to work, he shall receive compensation as specified in Article 23.09, Subsection 4), Paragraph a) for the day in question.

This compensation is only payable once per job site for the same employer. These provisions apply also when an employee is called back to work on the same job site or on any other job site, in accordance with the preceding paragraph. However, these provisions do not apply in the case of compulsory annual vacations.

- v. **Electrician:** Within the framework of the application of Subsection 4) of Article 23.09, this compensation is also payable for the day preceding the first day of work if the employee must travel and use accommodations on the day before he reports to work. This compensation is only payable once per job site and per employer.

Within the framework of the application of Subsection 4) of Article 23.09, this compensation is also payable for the day following his layoff if such occurs on a standard week day other than Friday, or on a standard week day other than Thursday when the employee is on a compressed work schedule from Monday to Thursday. This supplementary amount shall compensate the employee for any expenses incurred during a week in which he is laid off and shall be applicable only if the employee

has put in 30 days of work for the same employer on this job site. This compensation is only payable once per job site and per employer.

Daily compensation for room and board as specified in Article 23.09 4) a) shall be payable for each day of the week from Sunday to Saturday when the distance between an employee's residence and the job site is more than 480 kilometres and the employee performs a full week of work in accordance with the established standard work schedule. This provision shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period.

Furthermore, this provision shall not apply:

- When other compensation for travelling expenses is applicable within the same weekly period, with the exception of compensation applicable for the day preceding the first day of work.
- In the event of layoff or transfer to another job site.

- vi. **Tinsmith:** When the distance between the employee's residence and the job site is 120 or more kilometres and the employee must travel and obtain room and board on the day before he reports to work, he shall receive compensation as specified in Article 23.09, Subsection 4), Paragraph a) for the day in question, upon the presentation of receipts.

This compensation is only payable once per job site for the same employer. These provisions apply also when an employee is called back to work on the same job site or on any other job site, in

accordance with the preceding paragraph. However, these provisions do not apply in the case of compulsory annual vacations.

- vii. **Reinforcing steel erector, structural steel erector and ornamental iron-worker:** Under the circumstances specified in Article 23.09, Subsection 4) or Article 23.13, as the case may be, an employee from such trades shall receive \$105.00 per day as compensation for room and board, transportation expenses and travelling time. This compensation shall be \$109.00 as of April 27, 2008, and \$113.00 as of April 26, 2009. The general rule specified in Article 23.09 4) d) and e) shall apply when an employer chooses to provide room and board as provided for under Article 23.10.

The compensation payable under this special rule shall be payable also for the day preceding the first day of work on a job site, except in the case of a transfer from one job site to another where the distance separating both job sites is less than 120 km.

This compensation shall apply also when an employee is called back to work on the same job site following layoff, except in the case of an annual vacation.

- viii. **Crane operator:** When the distance between the employee's residence and the job site is 300 or more kilometres, the compensation specified in Article 23.09 4) a) shall also be payable for the day preceding the first day of work when the employee must travel and obtain room and board on the day before he reports to work. This compensation is only payable once per job site and per employer.

This special rule applies also when an employee is called back to work on the same job site following layoff, except in the case of a compulsory annual vacation.

- ix. **Crane operator (except employee assigned to pile driving):** When the distance between the employee's residence and the job site is more than 280 kilometres, such employee shall receive daily compensation for room and board as specified in this article, for an additional day.

This compensation shall not apply when the employer provides transportation for the employee between the job site and his residence.

Furthermore, this provision shall not apply:

- When other compensation for travelling expenses is applicable within the same weekly period, with the exception of compensation applicable for the day preceding the first day of work.
- In the event of layoff or transfer to another job site.

- x. **Crane operator: Crane rental:** Notwithstanding Article 23.09, Subsection 4) a), such employee shall receive \$126.00 for every day he must take room and board, in the case of travelling for two (2) or less weeks. This daily compensation shall be \$130.00 as of April 27, 2008, and \$134.00 as of April 26, 2009.

In the circumstances described in the preceding paragraph, the employer shall pay the employee as compensation for his travelling expenses at the time of his return trip home after the work on the job site is finished, the equivalent of 100% of the daily compensation.

- xi. **Millwright:** Within the framework of the application of Article 23.09 4), this compensation is also payable for the day preceding the first day of work. This compensation is only payable once per job site and per employer.

However, this article applies also when an employee is called back to work on the same job site following layoff, except in the case of a compulsory annual vacation.

- xii. **Fire-protection mechanic:** When the distance between the employee's residence and the job site is more than 280 kilometres and the employee works a full week, he shall receive compensation corresponding to a sixth day of room and board.

This provision shall not apply, however, when the employer provides transportation, at the end of the work week, for the employee to travel between the job site and his residence. Nor shall this provision apply when such work consists of heavy industry work.

Furthermore, this provision shall not apply:

- When other compensation for travelling expenses is applicable within the same weekly period, with the exception of compensation applicable for the day preceding the first day of work.
- In the event of layoff or transfer to another job site.

- xiii. **Pile setter:** An employee assigned to pile driving work shall receive \$106.00 for each day worked when his residence is located 120 or more kilometres from the job site. This daily compensation shall be \$110.00 as of April 27, 2008, and \$114.00 as of April 26, 2009.

- xiv. **Employee assigned to pile driving:** When the distance between the employee's residence and the job site is more than 400 kilometres, he shall receive daily compensation for room and board as specified in this article for an additional day.

This provision shall not apply, however, when the employer provides transportation for the employee between the job site and his residence.

Furthermore, this provision shall not apply:

- When other compensation for travelling expenses is applicable within the same weekly period, with the exception of compensation applicable for the day preceding the first day of work.
- In the event of layoff or transfer to another job site.

- d) As transportation expenses, 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 expenses for room and board incurred by the employee owing to the schedule of the public transportation system shall be reimbursed, upon presentation of receipts. Only one round-trip fare is reimbursed under this paragraph.

When an employee is transferred from one job site to another during the same trip, i.e., from the first assignment home to his residence, the above transportation expenses shall be payable to the employee for the distance separating the job site(s).

- e) 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. Such travelling time is calculated using the following formula:

The distance between the employee's residence and the job site by the preferred road 80 kilometres = Travelling time

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, for a maximum of eight (8) hours per day.

Only one period of travelling time (round-trip) is reimbursable under this paragraph.

When an employee is transferred from one job site to another during the same trip, i.e., from the first assignment home to his residence, the travelling time for the distance separating the job site(s), calculated using the above formula, shall be payable to the employee.

5) **Compensation for travelling expenses: Special rules:**

a) **Refrigeration mechanic:**

- 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 has its place of business is unpaid.
- iii. When an employer asks an employee to report to a location outside the limits of the municipality where the employer's business is located, his travelling time

from the employer's place of business and to return to its place of business is paid at his wage rate, provided this does not exceed 8 hours a day.

- iv. The employer shall pay for travelling expenses in the case of work carried out more than 120 kilometres from the employer's place of business or the employee's residence. Minimum compensation for room and board shall be the cost of accommodations in a commercial hotel or motel.
- v. When an employer asks an employee to report to work in a location where the latter is unable to obtain room and board at the rates specified in Article 23.09, Subsection 4), Paragraph a), the employer shall, on the presentation of receipts by the employee, pay the justifiable and reasonable cost thereof.

**23.10 Room and board or transportation provided:**

1) **General rule:**

- a) The compensation provided for in Subsection 23.09 4) is not payable when an employer houses and feeds an employee in a camp (bunkhouse) or provides him with room and board.

The employer shall comply fully with all rules of hygiene and cleanliness and ensure that the accommodations chosen to lodge and feed the employees are suitable.

- b) The transportation expenses specified in Subsection 23.09 4) d) are not paid when the employer provides transportation.
- c) In the case of maintenance and repair work lasting 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 amounts provided for under this division, but, at a minimum, corresponding to these amounts. For the work covered in this paragraph, the employee's residence is considered to be the employer's place of business, in Quebec, to which the employee usually reports.

2) **Special rules:**

- a) **Roofer and tinsmith:** The employer does not have to pay compensation for room and board when an employee is lodged in a camp (bunkhouse) or commercial hotel or motel as provided by the employer. In this case, room and board are provided free by the employer, with a maximum of 2 workers per room.

**Room and board compensation:** When an employer asks an employee to report to work in a place where it is impossible to obtain room and board at the rates specified in Article 23.09, Subsection 4) a), the employer shall, upon the presentation of receipts, pay any such reasonable expenses as submitted by an employee. This amount is established according to the average prices charged for similar services by the commercial establishments located in the area where the work is carried out.

- b) **Electrician:** An employer does not have to pay for room and board when an employee is lodged in a camp (bunkhouse) provided by the employer. In this case, room and board are provided free by the employer.
- c) **Fire-protection mechanic:** When an employer asks an employee to report to work in a place where it is impossible to obtain room and board at the above-mentioned rates, the employer shall, upon the presentation of receipts, pay any reasonable expense claimed by the employee.

**23.11 Payment of travelling expenses:** Compensation for the travelling expenses specified under this division shall be paid separately from wages. Such payment may be deferred by one (1) week, except for compensation for room and board, which shall not be deferred.

**23.12 Maintenance or loss of compensation:** In all cases where travelling expenses are payable under this division, when an employee does not report to work on the working day either preceding or following statutory holidays or days of bad weather or when he is absent on a working day, he forfeits his right to such compensation for that working day, those days of bad weather and those statutory holidays.

The employer continues to pay the compensation for room and board for any days of work lost by an employee in the seven (7) days following the date on which he has sustained an accident not requiring hospitalization on such days. This compensation shall be paid provided the employee does not leave the location for which he is being compensated and provided he submits, at the employer's request, a medical attestation confirming his inability.

**23.13 Special rule: Remote job sites, James Bay region, hydroelectric projects located north of the 55<sup>th</sup> parallel:** Only the following provisions apply to the work governed by Article 20.05, Subsections 1) b) and 2):

- 1) An employer shall reimburse travelling expenses incurred by an employee to travel from his residence to the job site when the employee remains at the job site for 20 or more days.
- 2) An employer shall reimburse travelling expenses incurred by an employee to travel from the job site to his residence when the employee remains at the job site for 40 or more days.
- 3) Subsections 1) and 2) shall apply for every subsequent period of 20 or 40 days during which the employee remains at the job site for his employer on the same job site.

- 4) However, when an employee is laid off before the 20-day period specified in Subsections 1) and 3), he shall benefit from the compensation specified in Article 23.09, Subsection 4), d) and e).

When he is laid off before the 40-day period specified in Subsections 2) and 3), but after the 20-day period, he shall also benefit from the compensation specified in Article 23.09, Subsection 4), d) and e) with respect to his return trip only.

- 5) For each period of 40 days as specified in Subsections 2) and 3), the employee may take leave without pay of a maximum of 10 days, including the travelling time required to commute from the job site to his residence and from his residence to the job site.
- 6) Travelling expenses to be reimbursed under this article shall include expenses incurred by an employee for transporting his tools, provided the tools are required by the employer.
- 7) The travelling time paid as travelling expenses under this article is calculated using the formula specified in Article 23.09, Subsection 4) e).

**23.14 Special rule: Crane operator: Moving a crane:** When a truck-mounted mobile crane must be moved over a distance of more than 80 kilometres from the employer's place of business to a job site or from one job site to another, and a second man is required for the crane in question, the employer shall pay transportation expenses in accordance with the provisions of Article 23.05 to an employee who must use his own vehicle to travel to such locations.

The moving of a truck-mounted mobile crane from the employer's place of business to a job site or from one job site to another, shall be performed by a journeyman or apprentice from the crane operator trade.

**23.15 Travelling time:** Any amount paid for travelling time constitutes reimbursement for travelling expenses incurred by an employee and shall not be considered a monetary benefit for the latter.

## DIVISION XXIV

### MISCELLANEOUS PROVISIONS

#### 24.01 Tools:

##### 1) Supplying tools: Employee:

- a) **General rule:** Unless otherwise specified below, any employee who practises a trade shall supply his own tools in keeping with the customs of his trade.
- b) The tools to be supplied by insulators are listed in Schedule "E-1".
- c) The tools to be supplied by carpenter-joiners are listed in Schedules "E-2" and "E-3".
- d) The tools to be supplied by electricians are listed in Schedules "E-4" and "E-5".
- e) The tools to be supplied by tinsmiths are listed in Schedule "E-6".
- f) The tools to be supplied by reinforcing steel erectors are listed in Schedule "E-7".
- g) The tools to be supplied by refrigeration mechanics are listed in Schedule "E-8". Once yearly the employer shall pay for the cost of repairs to electrical and electronic tools as well as manometer sets and charging hoses. Such repairs shall require prior authorization by the employer.
- h) The tools to be supplied by security systems installers are listed in Schedule "E-9".

- i) The tools to be supplied by elevator mechanics are listed in Schedules “E-10” and “E-11”.
  - j) The tools to be supplied by structural steel erectors are listed in Schedule “E-12”.  
  
Nevertheless, spanners, adjustable wrenches and bull pins shall be replaced by the employer, when they are broken during the plying of the trade on the job site.
  - k) The tools to be supplied by erector-mechanics (glaziers) are listed in Schedule “E-13”.
  - l) The tools to be supplied by flooring specialist-sanders are listed in Schedule “E-14”.
  - m) The tools to be supplied by resilient flooring layers are listed in Schedule ‘E-15”.
  - n) The tools to be supplied by interior systems installers are listed in Schedule “E-16”.
  - o) The tools to be supplied by ornamental iron-workers are listed in Schedule “E-17”.
  - p) **Pipefitter:** For pipefitters only, in the case of sanitary plumbing work as defined under the Plumbing Code (c.I-12.1, r. 1), the tools to be supplied are listed in Schedule “E-18”.
- 2) **Supplying tools: Employer:** The employer shall supply his employees with:
- a) all tools needed to perform the work, except for those specified in Subsection 1).
  - 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.
  - d) **For bricklayer-masons:** Line, cleaning brushes, and hammer and chisels used to

shape and cut stone, marble and granite - tools which are supplied to the employees when needed for the work to be performed.

- e) **For insulators:** The tools needed for foam glass work, and shears and pliers for work on all stainless steels, as well as the tools in the manufacturing room on the job site.
- f) **For tile setters:** Rubber trowels, sponges, putty knives, the rubber gloves needed for joint pointing work, the tools needed for cutting marble and granite, grinder, ceramic tile knife blade and notched trowel of 3/8 inches or more as needed, as well as breathing equipment approved by The National Institute for Occupational Safety and Health for all employees exposed to concentrations of dust, noxious vapour or gas, smoke and any other harmful substance, that are higher than concentrations under current standards.

This equipment shall be disinfected before being used by another employee.

- g) **For carpenter-joiners:** Powder, hacksaw blades, gypsum knife blades, and wood, concrete and metal drill bits.
- h) **For cement finishers:** Tools and work clothes for employees using corrosive chemicals or working with noxious and corrosive epoxy based materials. A 4-ft. level when needed for the work to be performed.
- i) **For roofers:** The tools needed to do roofing work.
- j) **For reinforcing steel erectors:** Safety gloves suitable for weather conditions for handling post-stressing and pre-stressing cables, as well as for welding and oxyacetylene cutting. In addition, the employer shall supply overalls as needed for the installation of post-stressing and pre-stressing cables.
- k) **For security systems installers:** In addition to the equipment and tools specified in

Paragraphs a), b) and c) hereof, an employer who supplied all the tools to an employee prior to the signing of this collective agreement shall continue to do so, for as long as the employee remains in its service.

- l) **For fire-protection mechanics:** An employer is entirely responsible for any expense related to the use of a service truck supplied to an employee.
- m) **For painters:** Any accessory, brush, roller or tool needed to carry out painting work.
- n) **For resilient flooring layers:** Any tools and spare parts not listed in Schedule "E-15" as well as hacksaw blades, knife blades, powder and chalk.
- o) **For interior systems installers and employees assigned to gypsum board installation work:** Any tools and spare parts not listed in Schedule "E-16" as well as hacksaw blades, gypsum knife blades, powder and chalk.

Employees shall supply their own electric screwdriver and 100-foot extension cord. The employer shall pay these employees \$0.15 for every hour worked to meet this obligation. This amount is paid in the form of compensation and shall be added to the employee's net salary.

- 3) **Responsibility:** Whenever 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. An employee who contravenes this subsection may be subject to a disciplinary measure.

#### 24.02 Renting and sharpening tools:

- 1) An employer may not rent work tools or accessories to an employee.

- 2) An employer shall provide a tool sharpening service to employees free of charge. Sharpening shall be performed by an employee from the trade concerned when carried out on the job site.

#### 24.03 Storage of tools and work clothes:

- 1) **General rule:** An employer shall provide its employees with an easily-accessible place that can be locked for the storage of their tools and work clothes.
- 2) **Special rule: Reinforcing steel erector, structural steel erector and ornamental ironworker:** An employer shall provide its employees with an easily-accessible place that can be locked for the storage of their tools as well as a place that can be locked and that is clean, ventilated, heated and with lighting for the storage of their work clothes, in addition to a meal room when required under Section 3.2.9 of the Safety Code for the Construction Industry (S-2.1, r.6).

However, for work lasting 10 days or less, the general rule shall apply.

- 3) When the work is on a building of 4 or more floors, there shall be more than one such place.

#### 24.04 Loss of tools and work clothes:

- 1) **General rule:**
  - a) An employee shall give his employer an up-to-date inventory of his personal tools upon his arrival at the job site. 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) In the event that an employee has given his employer the inventory specified in Paragraph a), following a fire or a break-in, the employer shall compensate the employee or

shall provide replacement tools or clothes of equal value up to \$175.00, for any real loss in relation to his tools or work clothes, stored in accordance with Article 24.03.

d) At the employer's request, the employee shall provide sufficient proof of such loss.

2) **Special rules:**

a) For the following trades, the amount of such compensation is as follows:

- i. Bricklayer-mason and tile setter \$425.00
- ii. Insulator: \$400.00
- iii. Boilermaker: \$500.00
- iv. Cement finisher, plasterer-joint pointer and plasterer \$375.00
- v. Tinsmith: Tools \$400.00  
Work clothes \$200.00
- vi. Reinforcing steel erector \$650.00
- vii. Security systems installer and flooring specialist-sander \$350.00
- viii. Structural steel erector \$800.00
- ix. Painter \$250.00
- x. Painter-joint pointer \$300.00
- xi. Resilient flooring layer \$850.00
- xii. Interior systems installer and employee assigned to gypsum wallboard installation \$600.00
- xiii. Ornamental ironworker \$1,000.00

b) **Carpenter-joiner:**

- i. An employer shall provide an employee at the time of his hiring with an inventory form on which the employee shall list his tools and which shall be submitted by the employee to the employer who may, at any time, check the accuracy of such inventory.
- ii. The employee shall provide the vouchers needed to determine the value of such tools.
- iii. Following a fire or break-in, the employer shall compensate the employee or shall supply replacement tools or clothes of equal value for any real loss in relation to his tools or clothes.

In the case of failure to comply with Paragraph i. hereof, the employer shall compensate the employee based on the claim submitted by the employee.

c) **Electrician:** The employer may take an inventory of an employee's tools when the latter is hired, failing which, the list of tools in the appendix hereto shall prevail.

In the event of loss or damage resulting from a fire or break-in, the employer shall replace the tools in question or compensate the employee for up to \$600.00.

d) **Refrigeration mechanic:**

- i. An employee shall, at his employer's request, on the form provided for this purpose by the employer, give the employer an up-to-date inventory of his own tools. The employer may, at any time, check the accuracy of such inventory.
- ii. Following a fire, break-in or accident, the employer shall replace any of the

employee's tools and clothes that were lost with new tools and clothes of equal value and quality.

- iii. At the employer's request, the employee shall provide sufficient proof of any loss that he has suffered, except for the inventory specified in Paragraph a).
- iv. The employee shall provide the vouchers needed to determine the value of such tools, at the time of their purchase.

**e) Elevator mechanic:**

- i. The employee shall supply all tools listed in Schedules "E-10" and "E-11".
- ii. The employer shall provide power tools, gauges, ratchet wrenches of 3/4 inches and over, knives, drills and taps that are not recoverable as well as any specialized equipment as determined by the employer.
- iii. An employee shall give his employer an up-to-date inventory of his personal tools on his arrival at the job site. The employer may, at any time, check the accuracy of such inventory.

The employee shall provide the vouchers needed to determine the value of such tools.

When an employee sustains a loss as a result of a break-in or fire or the complete destruction of tools or work clothes on a job site, the employer and the union shall pay 75% and 25% respectively of the value of the loss sustained. Claims shall be limited to the following amounts:

overcoat:	\$75.00
other clothes:	\$100.00
tools:	\$750.00

- iv. Any employee who claims compensation for a loss shall submit in duplicate to the union and the employer a sworn statement to this effect.

**f) Millwright:**

- i. An employee shall give his employer, at the employer's request, an up-to-date inventory of his personal tools upon his arrival at the job site. The employer may, at any time, check the accuracy of such inventory.
- ii. When an employee works under special conditions and his toolbox, tools or work clothes deteriorate during the performance of his work or are damaged by products, the employer shall compensate the employee or shall replace these belongings with a toolbox, tools and work clothes of equal value.

This paragraph shall not apply to normal wear of the clothes.

- iii. Following a fire or break-in, the employer shall compensate the employee or shall provide replacement tools or work clothes of equal value up to \$2,000 for any real loss in relation to his toolbox, tools or work clothes, stored in accordance with Article 24.03 1).
- iv. At the employer's request, the employee shall provide sufficient proof of such loss.
- v. Transportation of tools: When, at his employer's request, a millwright must travel to a job site using a public transportation system, the employee shall make a complete and accurate inventory of his toolbox including the make, quantity and size and any other essential features needed for an exact identification of each tool. This toolbox inventory shall be submitted to the

employer prior to transportation and the employer may require any additional proof it considers useful.

The employer, in addition to paying the round trip transportation cost for the box and tools, is liable for any damage to or loss of this box or these tools and shall compensate the employee for any such damage or loss.

If delays occur in the delivery of the toolbox, the employer shall assign the employee to duties coming under his trade and the employee shall perform such duties. If the employee cannot retrieve his toolbox on the first working day following his return, the employer pays, for each day of delay, an amount equal to the wages that the employee would have earned up to 5 days. The employee, however, may be assigned by the employer to duties coming under his trade for this period and the employee is required to perform such duties.

However, if the employer fails to demand an up-to-date inventory of the employee's personal tools, the employer shall compensate a millwright for any damage, loss or delay occurring during such transport. In all cases, an employer may transport the employee's toolbox itself, and in this event, becomes responsible for such.

**g) Fire-protection mechanic:**

- i. An employee shall, at the employer's request and on a form provided for this purpose by the employer, give his employer an up-to-date inventory of his own tools. The employer may, at any time, check the accuracy of such inventory.
- ii. Following a fire or break-in, the employer shall compensate the employee for any loss of his tools or clothes up to \$375.00.

- iii. The employee shall provide the vouchers needed to determine the value of his tools, at the time of their replacement.

**h) Erector-mechanic (glazier):**

- i. An employer shall provide an employee at the time of his hiring with an inventory form on which the employee shall list his tools and which shall be submitted by the employee to the employer who may, at any time, check the accuracy of such inventory.
- ii. The employee shall provide the vouchers needed to determine the value of such tools.
- iii. Following a fire or break-in, the employer shall compensate the employee or shall supply replacement tools or clothes of equal value for any real loss in relation to his tools or clothes. Maximum compensation for an erector-mechanic (glazier) is \$175.00 for clothes and \$750.00 for tools. Moreover, the employer shall replace any tools damaged following the performance of work in extreme cold conditions.

When it fails to comply with Paragraph i. hereof, the employer shall compensate the employee based on the claim submitted by the employee.

**i) Pipefitter and pipe welder:**

- i. An employee shall give his employer an up-to-date inventory of his own tools upon his arrival at the job site. The employer may, at any time, check the accuracy of such inventory.
- ii. The employee shall provide the vouchers needed to determine the value of such tools.

- iii. In the event that an employee has given his employer the inventory specified in the first paragraph, following a fire or break-in, the employer shall compensate the employee or provide replacement tools or clothes of equal value up to \$400.00 for a pipe welder and pipefitter assigned to heavy industry work, and \$500.00 in all other cases, for any real loss in relation to his stored tools or work clothes. The employee assumes the first \$25.00 of such loss.
- iv. At the employer's request, the employee shall provide sufficient proof of such loss.

#### 24.05 **Welding:**

##### 1) **General rule:**

- a) When a welder, already in the service of an employer, is required by the employer, and because of the requirements of the job assigned to him, to write an exam in accordance with 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 pay 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 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.

##### 2) **Special rules:**

###### a) **Boilermaker:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.03 for every hour worked by each employee in the month preceding its report.
- ii. The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established in writing by the boilermaker trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the renewal of his certificate as issued by the Canadian Welding Bureau and the certificate issued under the Act respecting pressure vessels (R.S.Q., c. A-20.01) within the limits specified in Paragraph c) hereof.
- iii. The welding qualification fund reimburses an employee who passes the renewal exam and obtains a new four position CWB certificate or passes an exam and obtains a new certificate as issued under the Act respecting pressure vessels (R.S.Q., c. A-20.01), for the registration fees, travelling expenses and the time required, up to \$300.00. This \$300.00 limit may be increased to \$400.00 by resolution of the trade occupational subcommittee during the term of the collective agreement.

**b) Electrician:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.01 for every hour worked by each employee in the month preceding its report.
- ii. The amounts thus collected constitute a welding qualification fund for the electrician trade for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established in writing by the electrician trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate a sponsor and an employee for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau or under any other recognized national or international standards, within the limits specified in Paragraph iii. hereof.
- iii. The welding qualification fund for the electrician trade shall reimburse:

The sponsor or accredited organization: for expenses related to the taking of tests regardless of the results achieved by each employee registered for one or other test corresponding to the welding procedures related to the above-mentioned standards.

The employee: for travelling expenses, including kilometres travelled, in accordance with the provisions of Article 23.05 1); any meals and accommodations, where applicable, shall be reimbursed up to \$140.00 per day upon the presentation of receipts; also, for any loss in wages as attested by his employer, at the applicable wage rate, for a maximum of two (2) working days.

Any reimbursement made to the employee is conditional upon his passing one or other of the tests taken and which corresponds to one of the welding procedures recognized by the trade.

- iv. The welding qualification fund for the electrician trade is administered by the electrician trade occupational subcommittee.

**c) Tinsmith:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.01 for every hour worked by each employee in the month preceding its report.
- ii. The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the occupational subcommittee for this trade, set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph iii. hereof.
- iii. The welding qualification fund reimburses an employee who passes an exam written to obtain or renew a certificate, whether a CWB 1, 2, 3 or 4 positions certificate, twice yearly at the most, for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to \$350.00 per registration. The employee shall provide the necessary proof of his passing the exam and the expenses incurred.

**d) Reinforcing steel erector and ornamental ironworker:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.02 for every hour worked by each employee in the month preceding its report.
- ii. The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the occupational subcommittee for each of the above trades, set up under Section 18.12 of the Act. Each of these special compensation funds is used only to compensate an employee for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph iii. hereof.
- iii. The welding qualification fund reimburses an employee who passes an exam written to obtain or renew a new four position CWB certificate, for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to \$300.00.

The employee shall provide the necessary proof of his passing the exam and the expenses incurred.

**e) Millwright:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.04 for every hour worked by each employee in the month preceding its report.

- ii. The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the millwright trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related his four position CWB certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph iii. hereof. Moreover, the expenses related to the exam for the designated sponsor are reimbursed to the union.
- iii. The welding qualification fund reimburses an employee who passes his renewal exam and obtains a four position CWB certificate, for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to a total of \$450.00. The employee shall provide the necessary proof of his passing the exam and the expenses incurred.

**f) Structural steel erector:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.03 for every hour worked by each employee in the month preceding its report.
- ii. The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the occupational subcommittee for the above trades, set up under Section 18.12 of the Act. Each of

these special compensation funds is used only to compensate an employee for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph iii. hereof.

- iii. The welding qualification fund reimburses an employee who passes an exam written to obtain or renew a new four position CWB certificate, for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to \$300.00. This \$300.00 limit may be increased to \$400.00 by resolution of the trade occupational subcommittee during the term of the collective agreement.

The employee shall provide the necessary proof of his passing the exam and the expenses incurred.

**g) Pipefitter, pipe welder and pipeline welder:**

- i. An employer is required to remit to the Commission, with its monthly report, \$0.04 for every hour worked by the pipe welder and pipeline welder and \$0.01 for every hour worked by the pipefitter in the month preceding its report.
- ii. The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the occupational subcommittee for the above trade and occupation, set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the renewal of his certificate as issued under

the Act respecting pressure vessels (R.S.Q., c. A-20.01), within the limits specified in Paragraph iii. hereof.

- iii. The welding qualification fund reimburses an employee who passes the renewal exam and obtains a new certificate as issued under the Act respecting pressure vessels (R.S.Q., c. A-20.01), for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to \$300.00. This \$300.00 limit may be increased to \$400.00 by resolution of the trade occupational subcommittee during the term of the collective agreement.

**24.06 Hiring preference:**

- 1) **General rule:** An employer who hires a watchman, fireman-class IV or storeman assigned to distribute the equipment or tools used in a trade, specialty or occupation, shall give hiring preference to an employee from the trade or occupation concerned who, because of his age (50 years or over) or a disability, is unable to practise his trade, specialty or occupation, provided he is able to perform the work requested.

This Article shall not have the effect of laying off an employee already employed or forcing an employer to hire a watchman, fireman-class IV or storeman, when it considers this unnecessary.

The application of this subsection shall not have the effect of forcing an employer to hire a second storeman when this employee serves several trades.

**2) Special rules:**

- a) **Insulator:** An employer who hires an employee whose main duty consists of seeing to the on-site distribution and preparation of equipment for the insulator trade shall give hiring preference to an insulator who, because of his age (50 years or over) or a

disability, is unable to practise his trade, provided he is able to perform the work requested.

- b) **Electrician:** The electrician-employer who has a storeman to distribute equipment used for electrical work shall employ at all times an electrician aged 50 years or over or an electrician who suffers from a disability and who is unable to ply his trade as an electrician, provided that such employee is able to perform the work requested. The employee shall be paid the electrician wage rate.

The application of this subsection shall not have the effect of laying off an employee already employed or forcing an employer to hire a storeman when it does not wish to do so.

Hiring preference as provided for in this subsection shall apply only to the extent that it is compatible with the Regulation respecting hiring and mobility.

- c) **Millwright:** An employer who hires an employee whose duties consist in preparing, repairing and seeing to the distribution of equipment and tools for the millwright trade shall give hiring preference to a millwright who, because of his age (50 years or over) or a disability, is unable to practise his trade, provided he is able to perform the work requested. The application of this subsection shall not have the effect of forcing an employer to hire a second storeman when this employee serves several trades.

**24.07 Erection crew: Structural steel erector:** Erection and assembly work shall be performed by a crew made up of at least 4 structural steel erectors and a group leader.

The preceding paragraph, however, does not apply to work performed with the help of a boom truck.

**24.08 Resource person: Crane rental: Crane operator:** When an employer has 7 or more employees in its service or employs 7 or more employees in a branch, the employees may designate one such employee to act as a resource person for discussing any problems related to the application of the collective agreement and to the employees' health and safety.

#### **24.09 Liability Clause: Neglect of Insurance Obligation and Loss of Driver's License:**

When an employer neglects to insure the company vehicle used by an employee and the employee loses his driver's license as a result of such failure, the employer must compensate the employee for the following losses:

- wages.
- fines.
- expenses incurred in relation to the reinstatement of said driver's license.

An employee must hold the driver's license required to operate the vehicle of the employer assigned to him. He must notify the employer if his driver's license is suspended or cancelled.

### **DIVISION XXV**

#### **SAFETY, HEALTH AND WELFARE**

**25.01 Safety at work:** An employer shall take all necessary measures to eliminate at the source any risk to the health, safety and physical integrity of its employees. An employer shall also take measures to ensure the well being and health of its employees. To this end, employers agree to themselves comply with and have their representatives comply with all rules governing work health and safety.

An employee is in no way obliged to sign any document or any clause of a rule drafted by his employer that limits his rights as recognized under the laws and

regulations governing work health and safety. Any such document shall be considered null and void.

#### 25.02 **Dangerous working conditions:**

##### 1) **General rule:**

- a) An employee is not obliged to work under conditions where the rules of safety as specified under the collective agreement, and any laws and regulations are not observed or under conditions where his health and safety and the health and safety of other persons are threatened.
- b) In the cases specified in the preceding paragraph, either the employee, the job-site steward or the union representative shall inform the employer and the CSST, in order that appropriate measures be taken to remedy the situation.
- c) No discriminatory or disciplinary measure may be taken against an employee because of his refusal to work under such conditions. When an employee so refuses, he is still considered to be at work. His employer may transfer him to a job that is available and that he is able to perform.
- d) An employer may take such disciplinary measure as is required against any employee who refuses to comply with the safety rules specified under the collective agreement, and any laws and regulations.
- e) No employee shall perform work on a job site near any live equipment, material or wire if he is not supplied with the necessary protective equipment.
- f) When an employee works alone in an isolated location where it is impossible for him to ask for help, the employer shall establish an effective intermittent or continuous surveillance method, in accordance with the Safety Code for the Construction Industry.

##### 2) **Special rules:**

- a) **Roofer and tinsmith:** When an employee works alone in an isolated location where it is impossible for him to ask for help, the employer shall establish an effective intermittent or continuous surveillance method.
- b) **Electrician:** It is forbidden for an electrician to work on live equipment unless the proper equipment is used such as insulated pliers, rubber gloves, boots or low-cut boots, an insulating mat, or any other approved insulating method. This equipment shall be maintained in very good condition at all times.

Moreover, no electrician shall be obliged to work alone in a place where it would be impossible for help to reach him rapidly if he suffered an accident. He shall be accompanied by another employee of the same trade.

- c) **Reinforcing steel erector:** The unloading and installation of preassembled components such as beams, columns and slabs shall be carried out with the help of hoisting equipment, unless such components can be reasonably handled by an employee or a team made up of 1 plus 4 employees.

#### 25.03 **Working under special conditions: Special rules:**

- 1) **Bricklayer-mason:** For the laying of 10-inch concrete blocks (240 mm x 190 mm x 390 mm) or more, and for full blocks or any other blocks over 40 lbs. (18.144 kg), there shall always be 2 bricklayer-masons, when the working position makes performance of the work difficult.
- 2) **Insulator:**
  - a) The employer shall supply gloves for working with foam glass or with metal objects with sharp edges.

Employees are responsible for the gloves supplied to them and they shall return them to their employer on their departure or when it is necessary to replace them.

- b) **Compensation for work clothes:** The employer shall pay an insulator \$0.35 for each hour actually worked on any job site in order to compensate the insulator for the purchase and maintenance of the overalls needed in the exercise of his duties. This is paid as compensation and shall be added to the net pay of the employee.
- 3) **Boilermaker:** When such employee works in the institutional and commercial sector in especially unclean conditions where fumes, carbon, dust and other unclean industrial conditions are present or installs heat-resistant or acid-resistant materials in these places and under these conditions, the employer shall supply overalls and gloves adapted to the weather and grant the employee the time needed to wash up before the end of the working day up to a maximum of 15 minutes with pay each day. When this employee does not use this time to wash up, the employer is not required to pay him for such time.
- 4) **Roofer:** When an employee works in unclean conditions, the employer shall provide him with overalls and gloves adapted to the weather and grant him up to 30 minutes with pay to wash up before the end of the working day. The employer is responsible for the cleaning of the overalls.

This special rule applies only when such is required by a customer.

- 5) **Reinforcing steel erector, structural steel erector and ornamental ironworker:** When such employee works in especially unclean conditions in boiler rooms where fumes, carbon or other unclean conditions of the same nature are present, the employer shall supply overalls and gloves and grant the employee the time needed to wash up before the end of the working day up to a maximum of 15 minutes with pay

each day. When the employee does not use this time to wash up, the employer is not required to pay him for such time.

- 6) **Labourer:** The employer shall provide overalls to a labourer performing underground work and to the operator of a self-propelled mobile or rail-type drilling rig.

The employee is responsible for the clothes provided to him and shall return them to the employer on his departure or when it is necessary to replace them.

The employer shall not have to supply more than 2 pairs of overalls to this employee for each period of 6 months of employment. The employer, however, shall be responsible for the cleaning of these overalls when it considers such to be necessary.

- 7) **Millwright:** When a millwright works in unclean conditions, the employer shall provide him with overalls and gloves adapted to the weather and grant him 30 minutes with pay to wash up before the end of the working day. The employer is responsible for the cleaning of the overalls.
- 8) **Fire-protection mechanic:** When such employee works in especially unclean conditions in boiler rooms where fumes, carbon or other unclean conditions of the same nature are present, the employer shall supply overalls and grant the employee the time needed to wash up before the end of the working day up to a maximum of 15 minutes with pay each day. When the employee does not use this time to wash up, the employer is not required to pay him for such time.

The employer shall also supply gloves to such employee who works in these places and conditions.

- 9) **Erector-mechanic (glazier):** The employer shall supply glass-handling gloves.
- 10) **Flooring specialist-sander:** The employer shall supply an employee who performs wood

flooring installation, sanding and finishing work with hand cleaners that do not irritate the skin such as “Nordo” and “Capri 50”.

11) **Painter:**

- a) **Spray painting or painting in unventilated areas:** An employer shall provide free of charge to an employee who performs painting work with a spray gun or painting work in an unventilated area the personal protection equipment required as specified on the data information sheet for the product used.

In addition, the employer shall supply, as needed, clean overalls and gloves to an employee who performs painting work with a spray gun.

- b) **Spray painting and sandblasting work:** An employer shall grant an employee assigned to spray painting or sandblasting work, who has been in its service for 6 months, leave without pay of 1 day to allow him to undergo a lung test. The employer agrees to take the available steps to encourage and facilitate the employee’s taking this test.

The employer shall supply free of charge to a painter assigned to the above work, the personal protection equipment as specified under the Safety Code or other relevant laws applicable to the construction industry.

- c) **Painting:** The employer shall supply free of charge to an employee assigned to painting work, the necessary wipes, and cleaners that do not irritate the skin such as Nordo or Capri 50, and adequate masks and filters in accordance with the safety data on the labels of the products used. Masks and filters shall also be supplied to an employee assigned to dry wall sanding work.
- d) **Painting:** The employer shall grant any employee assigned to painting work, the time needed, up to a maximum of 15 minutes, to wash up and clean his tools, within his

standard working day, with the exception of an employee assigned to painting with a spray gun or sandblasting work.

- 12) **Gypsum board installer:** Except when a job involves maintenance or repair work on a surface under 200 sq. ft., when the work position makes performance of the work difficult, the installation of gypsum boards shall be performed by a minimum of 2 employees, and when such boards measure more than 4 ft. X 8 ft. or weigh 70 or more lbs. and are installed at a height of 10 or more ft., such installation shall be performed by a minimum of 3 employees.

- 13) **Resilient flooring layer:** The employer shall supply free of charge to an employee assigned to resilient flooring laying, hand cleaners that do not irritate the skin such as Nordo or Capri 50.

Masks and filters shall also be supplied to an employee assigned to the application of materials containing noxious and corrosive epoxy.

- 14) **Pipefitter and pipe welder:** When such employee works in especially unclean conditions in boiler rooms where fumes, carbon or other unclean conditions of the same nature are present, the employer shall supply overalls and grant the employee the time needed to wash up before the end of the working day up to a maximum of 15 minutes with pay each day. When the employee does not use this time to wash up, the employer is not required to pay him for such time.

The employer shall also supply gloves to such employee when he works in these places and under these conditions.

25.04 **Night work:**

- 1) **General rule:** Any employee assigned to work on a job site outside the working hours stipulated under Division XX shall be accompanied by another employee when his safety is at risk.

2) **Special rules:**

- a) **Boilermaker:** Any boilermaker assigned to perform work on a job site outside of the working hours stipulated under Division XX shall be accompanied by another boilermaker.
- b) **Cement finisher:**
  - i. Any cement finisher assigned to perform work at night using a surfer shall be accompanied by another cement finisher.
  - ii. An employer who assigns employees to night work on a job site, where those employees do not have a properly heated and well-lit meal room or where those employees do not have a means of communication available in case of emergency, shall, with the principal contractor, general contractor or other party, ensure these services, barring some exceptional circumstances.
- c) **Reinforcing steel erector, structural steel erector and ornamental ironworker:** Any employee from these trades assigned to perform work on a job site outside the working hours stipulated in Article 20.02 shall be accompanied by another employee from his trade.
- d) **Electrician:** Any electrician assigned to perform work on a job site outside of the working hours stipulated under Division XX shall be accompanied by another electrician when his safety is at risk.

25.05 **Protective methods and equipment:**

- 1) **Employer's obligation:** When working conditions so require, the employer shall provide free of charge all necessary equipment, such as rubber boots and rubber suits for work in excavations, trenches and tunnels and on flooded roofs

(rubber boots only), and in caissons, as well as safety gloves, gas masks, safety belts and safety goggles.

- 2) In the case of bad weather, the employer shall supply a rainsuit, otherwise, the employee in question is not required to work and the employer may not take disciplinary action against the employee.
- 3) **Special rules:**

- a) **Insulator:** The employer shall supply all group and personal protective equipment specified under the Safety Code for the Construction Industry for work involving the removal of asbestos.
- b) **Boilermaker:** For welding or arc air work related to the boilermaker trade, the following equipment shall be supplied:

- welder's gloves
- a bolero or, as the case may be, a welder's jacket when required because of a difficult position for welding.

Also, for fiberglass work related to the trade, the following equipment is supplied free of charge when needed:

- gloves, a mask, an apron or, as the case may be, overalls, kneepads and over-shoes.

- c) **Electrician:** For welding work related to the electrician trade, the following equipment is supplied free of charge:

- welder's gloves, elbow pads, kneepads, a bolero or, as the case may be, a welder's jacket.

- d) **Tinsmith:** For welding work related to the tinsmith trade, the following equipment is supplied:

- welder's gloves
- elbow pads, kneepads, a bolero or, as the case may be, a welder's jacket when required because of a difficult welding position.
- Individual welder's safety helmet

Also, for fiberglass work related to the trade, the following equipment is supplied free when needed:

- gloves, a mask, an apron or, as the case may be, overalls, kneepads and over-shoes.

e) **Reinforcing steel erector, structural steel erector and ornamental ironworker:** For welding and arc air work related to these trades, the following equipment is supplied:

- welder's gloves
- a bolero or, as the case may be, a welding jacket and kneepads when required because of a difficult working position.

f) **Millwright:** For welding work related to the millwright trade, the following equipment is supplied free of charge by the employer:

- welder's gloves, overalls, a bolero, an apron or, as the case may be, a welder's jacket when required because of a difficult welding position.
- For burning work related to the trade, the following equipment is supplied free of charge when required because of a difficult position:
- welder's gloves, overalls, a bolero or, as the case may be, a welder's jacket.

For fiberglass work related to the trade, the following equipment is supplied free of charge when needed:

- gloves, a mask, an apron or, as the case may be, overalls, kneepads and over-shoes.

The employer shall provide safety goggles free of charge.

g) **Erector-mechanic (glazier), pipefitter and pipe welder:** For welding work related to these trades, the following equipment is supplied free of charge:

- welder's gloves
- elbow pads, kneepads, a bolero or, as the case may be, a welder's jacket when required because of a difficult welding position.

Also, for fiberglass work related to the trade, the following equipment is supplied free when needed:

- gloves, a mask, an apron or, as the case may be, overalls, kneepads and over-shoes.

4) **Compensation related to some safety clothing and equipment:**

a) **General rule:** The employer shall pay an employee \$0.35 for every hour actually worked, for meeting his obligation to supply safety boots and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise.

This amount shall be increased to \$0.40 starting April 27, 2008 and to \$0.45 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat which it supplies at its own expense.

b) **Special rules:**

- i. **Tile setter:** The employer shall pay the employee \$0.40 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves and hard hats and related accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.45 starting April 27, 2008 and to \$0.50 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

- ii. **Carpenter-joiner and flooring specialist-sander:** The employer shall pay the employee \$0.50 for every hour for which the employee receives compensation, to fulfill his obligation to supply safety boots, safety gloves and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

- iii. **Painter-joint pointer:** The employer shall pay the employee \$0.50 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the

above amount, may require that its employees wear a hard hat that it supplies at its own expense.

- iv. **Cement finisher, plasterer and plasterer-joint pointer:** The employer shall pay the employee \$0.40 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.45 starting April 27, 2008 and to \$0.50 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

- v. **Roofer:** The employer shall pay the employee \$0.60 for every hour actually worked, for meeting his obligation to supply safety boots and hard hats and for excessive wear of work clothes. This amount shall be increased to \$0.65 starting April 27, 2008 and to \$0.70 starting April 26, 2009.

- vi. **Electrician:** The employer shall pay the employee \$0.50 for every hour for which the employee receives compensation, to fulfill his obligation to supply safety boots, overalls, gloves and safety goggles in accordance with the Safety Code for the Construction Industry. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

**Safety equipment:** The employer shall supply and clean free of charge, in addition to its above-mentioned obligation, hard hats, fireproof suits and any other safety clothing that it requires.

- vii. **Tinsmith:** The employer shall pay the employee \$0.50 for every hour actually worked, for meeting his obligation to supply safety boots, hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

- viii. **Reinforcing steel erector:** The employer shall pay the employee \$1.00 for every hour actually worked, for meeting his obligation to supply a safety belt and its components including positioning equipment, as well as a welding mask and its components, safety boots, hard hats and related accessories, gloves and safety goggles. The safety equipment shall be in compliance with the Safety Code. This amount shall be increased to \$1.05 starting April 27, 2008 and to \$1.10 starting April 26, 2009.
- ix. **Refrigeration mechanic:** The employer shall pay the employee \$0.40 for every hour for which the employee receives compensation, to fulfill his obligation to supply safety boots and a hard hat. This amount shall be increased to \$0.45 starting April 27, 2008 and to \$0.50 starting April 26, 2009.
- x. **Crane operator:** The employer shall pay the employee \$0.45 for every hour actually worked, for meeting his obligation to supply safety boots, hard hats, gloves, overalls, safety goggles and sunglasses in accordance with the standards set by the Association des optométristes du

Québec. This amount shall be increased to \$0.50 starting April 27, 2008 and to \$0.55 starting April 26, 2009.

- xi. **General helper (tile setter):** The employer shall pay the employee \$0.25 for every hour actually worked, for meeting his obligation to supply safety boots and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.30 starting April 27, 2008 and to \$0.35 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

- xii. **Millwright:** The employer shall pay the employee \$0.35 for every hour actually worked, for meeting his obligation to supply safety boots. This amount shall be increased to \$0.40 starting April 27, 2008 and to \$0.45 starting April 26, 2009.

Unless the employer supplies a hard hat and related accessories, the employer shall pay the employee \$0.05 for every hour actually worked, for meeting his obligation to supply a hard hat.

- xiii. **Fire-protection mechanic:** The employer shall pay the employee \$0.35 for every hour actually worked, for meeting his obligation to supply safety boots. The employer shall supply the employee with a new hard hat. This amount shall be increased to \$0.40 starting April 27, 2008 and to \$0.45 starting April 26, 2009.

- xiv. **Structural steel erector and ornamental ironworker:** The employer shall pay the employee \$1.05 for every hour actually worked, for meeting his obligation to

supply a safety harness and its components including two (2) energy absorbers, a welding mask and its components, a safety belt and its components, safety boots, hard hats and their accessories, gloves and safety goggles. The safety equipment shall be in compliance with the Safety Code. This amount shall be increased to \$1.10 starting April 27, 2008 and to \$1.15 starting April 26, 2009.

xv. **Painter:** The employer shall pay the employee \$0.50 for every hour actually worked, for meeting his obligation to supply personal safety equipment such as safety boots, hard hats, gloves and overalls. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

xvi. **Resilient flooring layer:** The employer shall pay the employee \$0.60 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves, hard hats and their accessories, as well as safety goggles and kneepads. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be increased to \$0.65 starting April 27, 2008 and to \$0.70 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

xvii. **Interior systems installer and employee assigned to installation of gypsum boards:** The employer shall pay the employee \$0.50 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves, and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name,

acronym or otherwise. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

#### xviii. **Pipefitter and pipe welder:**

The employer shall pay the employee \$0.50 for every hour actually worked, for meeting his obligation to supply safety boots, a windbreaker and winter coat. However, the employer shall supply its employees with hard hats free of charge. This amount shall be increased to \$0.55 starting April 27, 2008 and to \$0.60 starting April 26, 2009.

However, as of September 30, 2001, to meet the obligation specified in 27.06 23) c), the employer shall be entitled to a holiday from payment of this compensation for an amount equivalent to \$0.15 for each hour actually worked. This payment holiday shall end once the objective set in relation to this obligation has been achieved.

**25.06 Compensation related to safety equipment:** Compensation related to safety equipment constitutes reimbursement for the cost to employees of purchasing the above-mentioned safety equipment and shall not be considered as a monetary benefit for employees.

#### 25.07 **First aid, accident victims and rehabilitation:**

##### 1) **First aid:**

a) On all construction sites, it is necessary to have at least the first aid equipment required under the Act respecting occupational health and safety (R.S.Q., c. S-2.1) and the

regulations adopted for its application. The employer shall make known the name of the person responsible for ensuring first aid treatment and the location of first aid equipment.

- b) On all construction sites with more than 10 employees, the general contractor shall ensure that at least 1 of the employees is able to give emergency first aid to employees injured on the job.
- c) For this purpose, the employee so designated shall possess a first aid certificate from an organization recognized by the CSST. The name of the person responsible for first aid and the location where first aid is offered shall be posted on the job site.

2) **Accident victim:**

- a) Any employee who is the victim of an employment injury shall promptly report such injury to his employer.
- b) The employer must record all employment injuries and promptly report any such injury in writing to the CSST, in accordance with the terms and conditions specified under the Act respecting occupational health and safety.
- c) An employee who, owing to an employment injury, is unable to continue working shall receive the wages he would have normally received for the day in question. If the seriousness of his condition requires that he go to the hospital, he shall be accompanied by another person. When transportation expenses are incurred in going to the hospital, they shall be paid by the employer or in accordance with the provisions of the Act respecting industrial accidents and occupational diseases.

- 3) **Rehabilitation:** Following an employment injury, the employer shall reinstate the employee in his position on the job site upon presentation

of a medical certificate attesting to his fitness to work, provided there is work available in his trade, specialty or occupation.

25.08 **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.

25.09 **Special rule: Crane operator: Wire-type shovels and mobile cranes:**

1) The operation of a conventional, truck-mounted crane (excluding pneumatic "rough terrain" crawler-type cranes mounted on the body of a front-end loader):

- a) with a nominal capacity of 35 or more tons, requires the services of a journeyman assisted by another journeyman or an apprentice. The second employee shall receive 85% of the wage rate for his trade and is not entitled to the premiums specified in Article 22.09.

b) **Exception: Pile setter:**

- i. The operation of a conventional-type crane on caterpillar tracks with a capacity of 35 to 50 tons requires the services of a journeyman assisted by another journeyman or an apprentice.

The operation of a second crane on the same job site may be performed by a journeyman without the assistance of another journeyman or an apprentice.

When other cranes are added on the same job site, the rule of 3 shall apply: the third crane requires the presence of 2 employees as with the first crane, the fourth crane may be operated by only 1 employee (journeyman) as with the

second crane, the fifth crane requires 2 employees as with the first, and so on, on an alternating basis.

- ii. The operation of a conventional-type crane on caterpillar tracks with a capacity of over 50 tons requires the services of a journeyman assisted by another journeyman or an apprentice.
- iii. When the second employee is a journeyman, he shall receive 85% of the wage rate for his trade and is not entitled to the premiums specified in Article 22.09.

- 2) The operation of a truck-mounted telescopic crane with a capacity of 48 or more tons requires the services of a journeyman assisted by another journeyman or an apprentice. This does not include the operation of a pneumatic crawler-type crane (rough terrain) or mobile crane (picker), mounted on a front-end loader, but does include all other types of cranes. The second employee shall receive 85% of the wage rate for his trade and is not entitled to the premiums specified in Article 22.09.

However, the operation of a truck-mounted telescopic crane with a nominal capacity of 115 or more tons requires the services of a journeyman assisted by another journeyman, when available, otherwise by an apprentice. The operation of a truck-mounted telescopic crane with a nominal capacity of 115 to 150 tons inclusively, requires the services of a journeyman assisted by another journeyman or an apprentice. When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade and he is not entitled to the premiums specified in Article 22.09.

- 3) The operation of a conventional-type crane on caterpillar tracks with a capacity of 35 or more tons requires the services of a journeyman assisted by another journeyman or apprentice.

The second employee shall receive 85% of the wage rate for his trade and is not entitled to the premiums specified in Article 22.09.

- 4) The operation of a conventional crane mounted on a truck or on caterpillar tracks with a nominal capacity of 115 or more tons requires the services of a journeyman assisted by another journeyman, when available, otherwise by an apprentice. The operation of a conventional crane mounted on a truck or on caterpillar tracks with a nominal capacity of 115 to 140 tons requires the services of a journeyman assisted by another journeyman or an apprentice.

When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade and he is not entitled to the premiums specified in Article 22.09.

- 5) The operation of a crane with a nominal capacity of 200 or more tons requires the services of 2 journeymen. Each shall receive 100% of the wage rate for his trade. The second employee shall receive the premiums specified in Article 22.09 only during the assembly and dismantling of the crane.
- 6) The operation of a crane of with a capacity of 100 or more tons with a clamshell bucket, or a drag line bucket, and dynamic compaction, requires the services of a journeyman assisted by another journeyman, when available, otherwise by an apprentice. When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade and he is not entitled to the premiums specified in Article 22.09.
- 7) When the employer fails or refuses to provide a second employee as specified in the preceding subsections, the employee is not required to perform the work in question unless and until such time as the employer has met the requirements of Article 25.09. The employee may at no time be penalized or be subject to disciplinary or discriminatory measures because of his refusal to perform work under these circumstances.
- 8) When a crane operator, at the employer's request, must take a training course, he shall receive his standard wage rate for 50% of the hours devoted to such training, except when he

is required to report to the job site with a crane or other piece of equipment, in which case, he shall receive his wage rate for all the hours of training.

## DIVISION XXVI

### SPECIAL LEAVE

**26.01 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 must take him back into its employment on the first working day following any special leave granted under this division, on the condition that there is work in his trade, specialty or occupation.

This article does not apply when an employee has received a layoff notice.

**26.02 Illness, accident, death, wedding and birth:** An employee is entitled to leave without pay for the following reasons, with the burden of proof being incumbent upon the employee:

- 1) In the case of an absence due to accident or illness, for a period not exceeding 12 months.
- 2) In the case of a serious accident or serious illness involving a member of his immediate family, whether his father, mother, brother, sister, spouse or child, for a maximum of 3 days or maximum of 5 days in the case of an employee assigned to work on a remote job site, the James Bay project, a hydroelectric project north of the 55<sup>th</sup> parallel (including Great Whale), or a job site with bunkhouses.
- 3) In the case of his own wedding, for 5 days and the employer shall be notified at least 5 days prior to the wedding.

- 4) In the case of the wedding of his father, mother or child, for a maximum period of 2 days, and the employer shall be notified at least 5 days prior to the event.
  - 5) In the case of the death of his brother-in-law, sister-in-law, father-in-law or mother-in-law, for a maximum of 4 days or a maximum of 5 days for an employee assigned to work on a remote job site, the James Bay project, a hydroelectric project north of the 55<sup>th</sup> parallel (including Great Whale) or a job site with bunkhouses.
  - 6) In the case of the death of his father, mother, brother, sister, biological grand-parents, spouse or child:
    - a) for a maximum of 4 days, 1 day of which shall be a working day, where applicable, with pay for an employee with 15 or more working days in the service of the same employer, or;
    - b) for a maximum of 5 days for an employee assigned to work on a remote job site, the James Bay project, a project located north of the 55<sup>th</sup> parallel, or a job site with bunkhouses.
- Moreover, 1 standard working day and the equivalent of round-trip transportation expenses are paid to an employee with 15 or more working days in the service of the same employer, on presentation of adequate proof of death.

**26.03 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 application of any law or regulation directly or indirectly related to the construction industry, including any safety regulation.

26.04 **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.

26.05 **Maternity and parental leave:** All employees are entitled to maternity and parental leave, according to the following terms and conditions:

- 1) **Birth or adoption:** An employee may be absent from work for 5 days for the birth of the employee's child or the adoption of a child. The first 2 days of leave shall be with pay when the employee is credited with 60 days of continuous service.

Such leave may be divided into days at the employee's request. It cannot be taken after 15 days have elapsed following the child's arrival at the residence of his father or mother.

The employee shall notify the employer of such leave of absence as soon as possible.

However, an employee who adopts the child of his spouse shall only be entitled to 2 days of leave without pay.

- 2) **Obligations with respect to a child:** An employee may be absent from work, without pay, for 5 days per year to fulfill obligations related to the care, health, or education of his 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.

Such leave may be divided into days. A day may also be divided up, if the employer so agrees.

The employee shall notify the employer of his absence as soon as possible.

- 3) **Pregnancy:** An employee may take leave without pay for a medical examination related to her pregnancy or an examination related to her pregnancy performed by a midwife under the Act respecting the practice of midwifery within the framework of pilot projects (1990, Chapter 12).

The employee shall notify her employer as soon as possible of the time at which she must take such leave.

- 4) **Maternity leave:** A pregnant employee is entitled to maternity leave without pay for a maximum of 18 consecutive weeks.
- 5) **Start of leave:** Maternity leave shall not start earlier than the beginning of the 16<sup>th</sup> week preceding the expected delivery date.
- 6) **Notice to employer:** Maternity leave may be taken following notice in writing of at least 3 weeks to the employer stating the maternity leave starting date and the return-to-work date. This notice shall be accompanied by a medical certificate attesting to the pregnancy and the expected delivery date.

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

- 7) **Duration of maternity leave:** Regardless of Article 26.05, Subsections 4) to 6), the government may, by means of regulation, determine the duration of maternity leave or, as the case may be, any extension thereof, as well as the time at which it may be taken, the notices that must be given and any other terms and conditions applicable:
  - a) When delivery takes place after the expected date.
  - b) When there is a risk of miscarriage or a risk to the health of the mother or unborn child.

- c) In the case of a miscarriage or stillborn child.
  - d) When the mother's health does not allow her to return to work on the expiry of her maternity leave.
- 8) **Medical certificate:** As of the 6th week preceding the expected delivery date, the employer may require, in writing, that a pregnant employee who is still at work provide a medical certificate showing that she is fit to work.

Should the employee refuse or fail to provide such certificate within 8 days, the employer may require that she take her maternity leave at that time and shall convey such notice to her in writing with an explanation.

In addition, the employer may require that an employee who returns to work within 2 weeks of giving birth provide a medical certificate showing that she is fit to work.

- 9) **Parental leave:** The father and mother of a newborn child and an employee 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 52 consecutive weeks.

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

- 10) **Start of leave:** A parental leave may start, at the earliest, on the date of birth, or in the case of adoption, the date on which the child is entrusted with the employee as part of an adoption procedure or the date on which an employee leaves his work to go outside Quebec to be entrusted with such child. This leave shall end not later than 70 weeks following childbirth or, in the case of adoption, not later than 70 weeks after the child has been entrusted with the employee.
- 11) **Notice to employer:** Parental leave may be taken after a minimum of 3 weeks' notice to the employer, giving the starting date of the leave

and the return-to-work date, except in the cases and according to the terms and conditions specified under government regulations.

- 12) **Leave reduction notice:** An employee may return to work before the date specified in the notice provided for in Article 26.05, Subsections 6) and 11) or in a regulation established under Article 26.07, Subsection 7), after giving at least 3 weeks' notice in writing to the employer of the new date on which he will return to work.
- 13) **Presumption of resignation:** Subject to a regulation established as specified under Article 26.05, Subsection 7), an employee who does not report to work on the return date specified in the notice to his employer is presumed to have resigned.
- 14) **Reinstatement of employee:** Following parental leave not exceeding 12 weeks, or maternity leave, the employer shall reinstate such employees into their regular job with the same benefits, including the wage to which they would have been entitled had they remained on the job.

Following parental leave of longer than 12 weeks, the employer may, instead of reinstating the employee into his regular job, assign him to a comparable job in the same establishment with not less than the wage to which he would have been entitled had he remained on the job and with an equivalent pension plan and insurance plan, where applicable.

If the employee's regular job no longer exists when he returns 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.

- 15) **Benefits established by government:** The government shall establish by regulation the benefits that an employee shall be entitled to during a maternity or parental leave, particularly, concerning seniority, the duration of his annual

vacation, compensation related to such leave and his entitlement to the fringe benefits recognized for his place of work.

- 16) **Restrictions:** Article 26.05, Subsections 4) to 15) shall not confer to an employee any benefit that he would not have received had he remained on the job.

## DIVISION XXVII

### FRINGE BENEFITS

27.01 **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.

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.

27.02 **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.

### 27.03 **Employer and Employee contributions:**

- 1) **Employer contribution:**
- a) Starting May 24, 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 an employer contribution for past service of \$2.185 and an employer 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 24, 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 an employer contribution for past service of \$2.185 and an employer contribution for current service of \$0.58.

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, while maintaining a \$0.74 difference in the contribution for current service for a journeyman and 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.

**27.04 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 27.03, Subsection 1).

**27.05 Special rule: 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) a) Starting May 24, 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 27.03, consisting of \$1.85 for the group providence fund and \$3.505 for the pension fund. The amount in excess of the employer contribution provided for in Article 27.03 shall be paid into the supplementary group providence fund.

b) Starting May 24, 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 contribution specified under Article 27.03, consisting of \$1.85 for the group providence fund and \$2.765 for the pension fund. The amount in excess of the employer contribution provided for in Article 27.03 shall be paid into the supplementary group providence fund.

c) The employer contribution to the pension fund shall include an employer contribution for past service, the amount of which shall be the same as the amount resulting from the application of Article 27.03 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) 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 the sum 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 27.01.
- 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.

#### 27.06 Contributions: Special rules:

##### 1) Bricklayer-mason:

The contribution paid by the employer for a journeyman and apprentice is as specified in Article 27.03, Subsection 1) plus \$0.15 per hour worked. This additional amount is paid into the supplementary insurance fund.

This amount shall serve to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.

The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 27.03, Subsection 2) plus \$1.40 per hour worked for a bricklayer journeyman, \$1.00 per hour worked for a 3<sup>rd</sup> period apprentice, \$0.75 per hour worked for a 2<sup>nd</sup> period apprentice and \$0.50 per hour worked for a 1<sup>st</sup> period apprentice.

For the journeyman, this employee contribution shall be increased to \$1.55 starting April 27, 2008 and to \$1.70 starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 2) **Insulator:** The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 27.03, Subsection 2) plus \$2.41 per hour worked for a journeyman, \$0.86 per hour worked for a 3<sup>rd</sup> period apprentice, \$0.74 per hour worked for a 2<sup>nd</sup> period apprentice and \$0.58 per hour worked for a 1<sup>st</sup> 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 27.03, Subsection 2).

##### 3) Tile setter and general helper (tile setter):

The contribution paid by the employer for a journeyman, apprentice and general helper (tile setter) is as specified in Article 27.03, Subsection 1) plus \$0.15 per hour worked. This additional amount is paid into the supplementary insurance fund.

This amount shall serve to create a complementary group insurance plan for the tile setter

trade and general helper (tile setter) occupation through the setting up of a supplementary insurance fund for such plan.

The employee contribution deducted from the wages of a journeyman, an apprentice and a general helper (tile setter) is as specified in Article 27.03, Subsection 2) plus \$1.40 per hour worked for a journeyman and general helper, \$1.00 per hour worked for a 3<sup>rd</sup> period apprentice, \$0.75 per hour worked for a 2<sup>nd</sup> period apprentice and \$0.50 per hour worked for a 1<sup>st</sup> period apprentice.

For the journeyman, this employee contribution shall be increased to \$1.55 starting April 27, 2008 and to \$1.70 starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 4) **Carpenter-joiner:** The employee contribution deducted from the wages of a journeyman or an apprentice is as specified in Article 27.03, Subsection 2).

For a journeyman, a complementary amount of \$0.90 shall apply starting May 1, 2007. This amount shall be increased to \$1.10 starting April 27, 2008 and to \$1.30 starting April 26, 2009.

For an apprentice, a complementary amount of \$0.26 shall apply starting May 1, 2007. This amount shall be increased to \$0.46 starting April 27, 2008 and to \$0.66 starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, 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 27.03, Subsection 2) plus

\$1.65 per hour worked for a journeyman and welder-boilermaker and \$0.57 per hour worked for an apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

6) **Cement finisher:**

- a) The contribution paid by the employer for a journeyman and apprentice is as specified in Article 27.03, Subsection 1) plus \$0.15 per hour worked. This additional amount is paid into the supplementary insurance fund.
- b) This amount shall serve to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.
- c) The employee contribution deducted from the wages of a journeyman and an apprentice is as specified in Article 27.03, Subsection 2) plus \$0.75 per hour worked for a journeyman and 2<sup>nd</sup> period apprentice and \$0.50 per hour worked for a 1<sup>st</sup> 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 27.03, Subsection 2).

7) **Roofer:**

- a) The contribution paid by the employer for a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 1), plus \$0.20 per hour worked. This additional amount is paid into the supplementary insurance fund.
- b) This amount shall serve to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.

- c) The employee contribution deducted from the wages of a journeyman or an apprentice from this trade is as specified in Article 27.03, Subsection 2) plus \$2.00 per hour worked for a journeyman and \$1.00 per hour worked for an apprentice.

This amount shall be increased to \$2.25 per hour worked starting April 27, 2008 and to \$2.50 per hour worked starting April 26, 2009 for the journeyman only.

- d) Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).
- e) In the event that the Regulation respecting the vocational training and qualification of manpower in the construction industry gives rise to changes in apprenticeship in this trade, the employee contribution specified in the preceding paragraph will be reviewed and adjusted.

8) **Tinsmith:**

- a) The contribution paid by the employer for a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 1), plus \$0.20 per hour worked. This additional amount is paid into the supplementary insurance fund.
- b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.
- c) The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 2) plus \$2.00 per hour worked for a journeyman, \$0.58 per hour worked for a 1<sup>st</sup> period apprentice and \$0.70 per hour worked for a 2<sup>nd</sup> and 3<sup>rd</sup> period apprentice.

For the journeyman, this amount shall be increased to \$2.25 per hour worked starting April 27, 2008 and to \$2.50 per hour worked starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- d) In the event that the Regulation respecting the vocational training and qualification of manpower in the construction industry gives rise to changes in apprenticeship in this trade, the employee contribution specified in the preceding paragraph will be reviewed and adjusted.

- 9) **Reinforcing steel erector:** The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 2) plus \$2.47 per hour worked for a journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

10) **Refrigeration mechanic:**

- a) The contribution paid by the employer for a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 1) plus \$0.15 per hour worked. This additional amount is paid into the supplementary insurance fund.
- b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.
- c) The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article

27.03, Subsection 2) plus \$1.50 per hour worked for a journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 11) **Crane operator and concrete pump operator (distribution mast):** The employee contribution deducted from the wages of a journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$0.90 for every 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 27.03, Subsection 2).

- 12) **Millwright:**

- a) The contribution paid by the employer for a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 1) plus 1.5% of the journeyman wage rate less \$0.207 per hour worked. This additional amount is paid into the supplementary insurance fund.
- b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.
- c) The employee contribution deducted from the wages of a journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$1.61 per hour worked for a journeyman, \$0.58 per hour worked for a 1<sup>st</sup> period apprentice and \$1.08 per hour worked for a 2<sup>nd</sup> and 3<sup>rd</sup> 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 27.03, Subsection 2).

- 13) **Fire-protection mechanic:**

- a) The contribution paid by the employer for a journeyman and apprentice is as specified in Article 27.03, Subsection 1) plus 1.5% of the journeyman wage rate less \$0.207 per hour worked. This additional amount is paid into the supplementary insurance fund.
- b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.
- c) In addition to the employer's contribution for a journeyman and apprentice as specified under Paragraph a), \$0.02 shall be paid for every hour worked. This amount is paid into the supplementary insurance fund to cover the cost of purchase by an employee of safety goggles with corrective lenses.

This additional contribution allows the employer to fulfill its obligation to supply, when required, safety goggles with corrective lenses in compliance with applicable standards.

- d) The employee contribution deducted from the wages of a journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$1.50 per hour worked for a journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 14) **Structural steel erector:** The employee contribution deducted from the wages of a journeyman, apprentice and welder from this trade is as specified in Article 27.03, Subsection 2) plus \$2.47 per hour worked for a journeyman and welder from this trade.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 15) **Erector-mechanic (glazier):** The employee contribution deducted from the wages of a journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$0.75 per hour worked for a journeyman.

This amount shall be increased to \$1.00 starting April 27, 2008 and to \$1.20 starting April 26, 2009.

For an apprentice, the employee contribution deducted is as specified in Article 27.03, Subsection 2) plus \$0.25 per hour worked. This amount shall be increased to \$0.45 per hour worked starting April 27, 2008 and to \$0.65 per hour worked starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 16) **Flooring specialist-sander:** The employee contribution deducted from the wages of a journeyman and apprentice from this specialty is as specified in Article 27.03, Subsection 2) plus \$0.90 per hour worked for a journeyman and \$0.26 per hour worked for an apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

- 17) **Painter and painter-joint pointer:** The employee contribution deducted from the wages of a journeyman and apprentice from these trades is as specified in Article 27.03, Subsection 2) plus \$0.50 per hour worked for a journeyman and \$0.23 per hour worked for an apprentice.

These latter amounts shall be increased to \$0.70 per hour worked for a journeyman and to \$0.43 for an apprentice starting April 27, 2008.

These amounts shall be increased to \$0.90 per hour worked for a journeyman and to \$0.63 per hour worked for an apprentice starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

18) **Plasterer:**

a) The contribution paid by the employer for a journeyman and apprentice is as specified in Article 27.03, Subsection 1) plus \$0.15 per hour worked. This additional amount is paid into the supplementary insurance fund.

b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplementary insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$0.75 per hour worked for the journeyman and 3<sup>rd</sup> period apprentice, \$0.50 per hour worked for the 2<sup>nd</sup> period apprentice and \$0.40 per hour worked for the 1<sup>st</sup> 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 27.03, Subsection 2).

19) **Plaster-joint pointer:**

a) The contribution paid by the employer for a journeyman and apprentice is as specified in Article 27.03, Subsection 1) plus \$0.15 per hour worked. This additional amount is paid into the supplementary insurance fund.

b) This amount serves to create a complementary group insurance plan for the plasterer-joint pointer trade through the setting up of a supplementary insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$0.75 per hour worked for the journeyman and 3<sup>rd</sup> period apprentice, \$0.50 per hour worked for the 2<sup>nd</sup> period apprentice and \$0.35 per hour worked for the 1<sup>st</sup> 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 27.03, Subsection 2).

20) **Resilient flooring layer:** The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 2) plus \$0.95 per hour worked for a journeyman and \$0.70 per hour worked for an apprentice.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

21) **Interior systems installer:** The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 2).

For a journeyman, a complementary amount of \$0.90 shall apply starting May 1, 2007. This amount shall be increased to \$1.10 starting April 27, 2008 and to \$1.30 starting April 26, 2009.

For an apprentice, a complementary amount of \$0.26 shall apply starting May 1, 2007. This amount shall be increased to \$0.46 starting April 27, 2008 and to \$0.66 starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

22) **Ornamental ironworker:** The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 2) plus \$2.47 per hour worked for a journeyman.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

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

a) The contribution paid by the employer for a journeyman, apprentice and pipe welder, including a pipeline, distribution system and supply system welder, is as specified in Article 27.03, Subsection 1) plus 1.5% of the wage rate for a journeyman or pipe welder, as the case may be, less \$0.207 for every hour worked. This additional amount is paid into the supplementary insurance fund.

b) In addition to the employer's contribution for a journeyman, apprentice and pipe welder, including a pipeline, distribution system and supply system welder, as specified in the preceding paragraph, \$0.02 shall be paid for every hour worked. This amount is paid into the supplementary insurance fund to cover the cost of purchase by an employee of safety goggles with corrective lenses.

This additional contribution allows the employer to fulfill its obligation to supply, when required, safety goggles with corrective lenses in compliance with applicable standards.

c) Moreover, to the amount specified in Paragraph a) is added \$0.15 per hour worked in accordance with the letter of understanding concerning the pipefitter and pipe welder supplementary insurance fund.

d) The employee contribution deducted from the wages of a journeyman, apprentice and pipe welder, including a pipeline, distribution system and supply system welder, is as specified in Article 27.03, Subsection 2) plus \$1.69 per hour worked for a journeyman and 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 27.03, 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 27.03, Subsection 2) plus \$0.90 for every 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 27.03, Subsection 2).

25) **Occupations:** The employee contribution deducted from the wages of employees plying an occupation, with the exception of those specified in the preceding subsection, is as specified in Article 27.03, Subsection 2) plus \$0.23 per hour worked for a chainman, \$0.46 per hour worked for a storeman, and \$0.60 per hour worked in all other cases, except for a watchman or clerk.

The additional contribution of \$0.60 per hour worked shall be increased to \$0.80 starting April 27, 2008 and to \$1.00 starting April 26, 2009.

Where applicable, the employee contribution as stipulated in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 27.03, Subsection 2).

26) **Heavy equipment operator, shovel operator, heavy equipment mechanic and truck driver:**

The employee contribution deducted from the wages of an employee, journeyman and apprentice is as specified in Article 27.03, Subsection 2) plus \$1.50 per hour worked, except for an apprentice heavy equipment mechanic, for whom this additional amount is \$0.47 per hour worked, a truck driver-Class AA, for whom this additional amount is \$1.35 per hour worked, a truck driver-Class A, B or C, for whom this additional amount is \$1.10 per hour worked, and an apprentice heavy equipment operator-Class B, for whom this additional amount is \$1.40 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 27.03, Subsection 2).

27) **Elevator mechanics not governed by Canadian Elevator Industry Welfare Plan and Canadian Elevator Industry Pension Plan:**

The employee contribution deducted from the wages of a journeyman and apprentice from this trade is as specified in Article 27.03, Subsection 2) plus \$1.95 per hour worked for a journeyman, \$0.35 per hour worked for a 1<sup>st</sup> period apprentice, \$0.65 per hour worked for a 2<sup>nd</sup> period apprentice, \$1.00 per hour worked for a 3<sup>rd</sup> period apprentice and \$1.50 per hour worked for a 4<sup>th</sup> and 5<sup>th</sup> 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 27.03, Subsection 2).

- 28) **Consolidation of complementary insurance plans:** At any time, a complementary insurance plan created under Article 27.01 may be consolidated with one or a number of other complementary insurance plans and a supplementary insurance fund for these consolidated plans shall be set up.

**27.08 Special rule: Electrician and security systems installer:**

- 1) In addition to the employer's contribution as specified under Article 27.05 for an electrician and security systems installer, journeyman and apprentice, the amount of \$0.043 shall be paid for every hour worked.
- 2) In addition to the employer's contribution as specified under Article 27.05 for an electrician and security systems installer, journeyman and apprentice, the amount of \$0.02 shall be paid for every hour worked. This amount is paid into the group providence fund to reimburse employees for the cost of purchasing safety goggles with corrective lenses.

**DIVISION XXVIII**

**FORBIDDEN PRACTICES**

28.01 **Production slowdown:** No association of employees, no executive, steward, business agent or representative of such association and no employee may order, encourage or support a strike or work slowdown during the term of the collective agreement or take part in such strike or work slowdown.

When legal action is taken following such strike or work slowdown, the accused shall supply proof that he or it has not ordered, encouraged, supported or taken part in such activities.

28.02 **Meetings on job site:** An employees' association shall hold no meeting of its members on the job site without the employer's consent.

28.03 **Strikes and lockouts:** Strikes and lockouts are prohibited during the term of the collective agreement.

28.04 **Acts by those governed:** No association of employees, no person acting in the interest of such an association or in the interest of a group of employees, and no employer may act in such a way as to contravene this collective agreement or any law or regulation governing the construction industry.

Accordingly, no provision of this collective agreement may be interpreted as allowing any forbidden practice or the breaching of any law or regulation.

**DIVISION XXIX**

**PRIORITY OF THE FRENCH TEXT**

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

**DIVISION XXX**

**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 the former's 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 remuneration 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:**

- 1) 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.
- 2) 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.
- 3) 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 60 days in the construction industry, for up to 4 weekly pay periods.

- 4) Also, within the limits of Subsection 1), 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.
- 5) The compensation fund, in the cases provided for in Subsection 1) of this article shall not compensate a claim for more than 6 weeks where an employee did not submit a complaint during the 6 weeks following the beginning of the contravention of the collective agreement.
- 6) The compensation fund shall pay no amount for any person not holding a competency certificate as required by the Commission.
- 7) The compensation fund shall not pay for credit hours, except in the case of hour reserves (time banks) as established under Article 19.04 of the collective agreement for the residential sector.
- 8) 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.
- 9) The compensation fund shall pay no amount to any member of a partnership 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.
- 10) 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, Subsections 3) and 4), shall be examined and settled by the Commission within 30 days of its filing.
- 2) An employee may only submit 1 claim, as specified under Article 30.02, Subsections 3) and 4), involving the same employer within a 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 pay compensation, the Commission shall promptly claim from the employer any amounts owing to the employee in question and shall notify the Régie du bâtiment du Québec thereof within 30 days.

## **DIVISION XXXI**

### **CONSTRUCTION INDUSTRY WORKERS TRAINING FUND**

**31.01 Designation:** Established on April 27, 1997, the “Construction Industry Workers Training Fund”, shall hereinafter be referred to as the “Training Fund”.

**31.02 Purpose, bylaws, and terms and conditions governing the Training Fund:** The purpose, bylaws and terms and conditions governing the Training Fund as well as guidelines on the use of the Fund appear in schedules appended hereto.

**31.03 Contribution to Training Fund:** Employers subject to this collective agreement are required to

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

## **DIVISION XXXII**

### **EMPLOYER’S PLAN**

**32.01 Employer identification number:** Notwithstanding any other rules governing it in this regard, the Commission may issue an employer identification number only following the filing by the applicant of proof that it is the holder in due form of a license as issued by the Régie du bâtiment du Québec.

The Commission may refer no manpower nor confirm the hiring of any employee to a party that does not hold an employer identification number as issued pursuant to this article.

## **DIVISION XXXIII**

### **GOOD PRACTICES COMMITTEE**

**33.01 Mandate:** With a common commitment to upholding both the letter and the spirit of the provisions of the collective agreement, the signatory parties agree to create a Good Practices Committee.

The committee’s mandate is to handle disputes over matters of interpretation of the collective agreement.

### **33.02 Composition of Committee:**

The committee shall be made up of six (6) members: three (3) from the ACQ and three (3) from the signatory union parties.

It is agreed that when a dispute concerns the application of a particular clause, a union representative for the trade concerned shall be entitled to be present.

The Commission shall provide the committee with technical, research and analytical support.

### 33.03 **Filing a dispute:**

Any employer, the ACQ or any representative association may submit a dispute in writing to the Committee.

Notice of such shall be sent in writing to the Directorate, Application of Collective Agreements, which shall advise the signatory parties within 24 hours of its receipt and shall convene the members of the committee to a meeting. Such meeting shall take place within 72 hours of receipt of the notice in question.

### 33.04 **Procedure:**

- 1) The parties to the dispute may, prior to the meeting, convey to the committee any document or information necessary to the examination of the dispute.
- 2) The committee shall interpret the provisions of the collective agreement over which the dispute has arisen. In doing so, it may use the services of any person able to assist it in settling the dispute.

### 33.05 **Decision-making procedure:**

When the committee agrees on an interpretation of the provisions of the collective agreement over which the dispute has arisen, the Commission shall issue a directive to that effect.

When the committee does not reach such an agreement, settlement of the dispute is then referred to the Commission, in order for it to make a decision. Regardless, the parties shall at all times retain the recourses available to them.

## **DIVISION XXXIV**

### **TERM AND VALIDITY OF THE COLLECTIVE AGREEMENT**

34.01 **Term:** This collective agreement shall come into effect on May 1, 2007 and end on April 30, 2010.

Whereas concrete pumps are now governed hereunder, the provisions regarding concrete pump operators (distribution mast) and pump and compressor operators (line pump) shall come into effect on July 29, 2007.

34.02 **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.

34.03 **Compliance with the collective agreement:** This agreement constitutes a minimum and a maximum regarding standard working and monetary conditions. Any express or tacit renunciation of the provisions of this collective agreement shall be considered null and void and shall in no way constitute justification by the employer of an employee who has not benefited from these provisions.

34.04 **Terms and conditions maintained:** Upon the expiry of the collective agreement, each and every of the terms and conditions of the collective agreement so expired shall be maintained insofar and as long as there is no work slowdown or stoppage, whether or not officially launched or ordered. In the case of a work slowdown or stoppage, the working conditions shall no longer apply to the trades, specialties and occupations having started, ordered or taken part in such work slowdown or stoppage. This clause shall be no longer in force and shall be considered null and void upon the signing of a new collective agreement by the authorized negotiating parties.

Regardless of the preceding paragraph, Schedules “F” and “G” shall continue to apply, even in the event of a strike or lockout.

## SCHEDULE “A”

**Greater Montreal Region:** Comprises the counties of the Island of Montreal, Île Jésus, Chambly, and part of the counties of Verchères and Laprairie. Includes the cities and towns of Boucherville, Carignan, Chambly, Greenfield Park, Laflèche, Lemoyne, Longueuil, Saint-Basile-le-Grand, Saint-Bruno-de-Montarville, Saint-Hubert, Saint-Lambert, Laval, Anjou, Baie d’Urfée, Beaconsfield, Côte-Saint-Luc, Dollard-des-Ormeaux, Dorval, Hampstead, Île-de-Dorval, Kirkland, Lachine, LaSalle, Montreal, Montréal-Est, Montréal-Nord, Mount-Royal, Outremont, Pierrefonds, Pointe-aux-Trembles, Pointe-Claire, Roxboro, Sainte-Anne-de-Bellevue, Sainte-Genève, Saint-Laurent, Saint-Leonard, Saint-Pierre, Verdun, Westmount, Brossard, Candiac, Delson and La Prairie, the villages of Varennes, Verchères and Senneville, and the municipalities of Saint-Amable, Sainte-Anne-de-Varennes, Saint-François-Xavier-de-Verchères, Sainte-Julie, Saint-Marc, Sainte-Théodosie-Calixa-Lavallée, Saint-Jean-de-Dieu, Saint-Raphaël-de-l’Île-Bizard, Notre-Dame, Sainte-Catherine-d’Alexandre-de-Laprairie, Saint-Constant, Saint-Isidore, Saint-Mathieu, Saint-Philippe, Huntington, Châteauguay, Châteauguay-Centre, Léry, Mercier, Beauharnois, Maple-Grove, Salaberry-de-Valleyfield, Dorion, Vaudreuil, Ormstown, Melocheville, Saint-Timothée, Terrasse-Vaudreuil, Deux-Montagnes, Oka-sur-le-Lac, Saint-Eustache and Oka, and the area of the Sainte-Scholastique airport bordering the district of the municipality of Sainte-Scholastique but not comprised in the district of such municipality.

**Quebec City Region:** As defined in the Construction Industry Decree (O.C. 1287-77 of April 20, 1977).

**SCHEDULE "C"**  
**HOURLY WAGES FOR TRADES, SPECIALTIES AND OCCUPATIONS**  
**- INSTITUTIONAL AND COMMERCIAL SECTOR**

TRADES AND SPECIALTIES	Rates as of 01/05/2007			Rates as of 27/04/2008			Rates as of 26/04/2009		
	Rates	7:00 to 19:00	19:00 to 7:00	Rates	7:00 to 19:00	19:00 to 7:00	Rates	7:00 to 19:00	19:00 to 7:00
<b>Bricklayer-mason</b>	30.16	-	-	31.00	-	-	31.87	-	-
apprentice - period 1	18.10	-	-	18.60	-	-	19.12	-	-
apprentice - period 2	21.11	-	-	21.70	-	-	22.31	-	-
apprentice - period 3	25.64	-	-	26.35	-	-	27.09	-	-
<b>Insulator</b>	30.79	-	-	31.65	-	-	32.54	-	-
apprentice - period 1	18.47	-	-	18.99	-	-	19.52	-	-
apprentice - period 2	21.55	-	-	22.16	-	-	22.78	-	-
apprentice - period 3	26.17	-	-	26.90	-	-	27.66	-	-
<b>Tile setter</b>	30.48	-	-	31.33	-	-	32.21	-	-
apprentice - period 1	18.29	-	-	18.80	-	-	19.33	-	-
apprentice - period 2	21.34	-	-	21.93	-	-	22.55	-	-
apprentice - period 3	25.91	-	-	26.63	-	-	27.38	-	-
<b>Carpenter-joiner</b>	-	30.42	31.24	-	31.27	32.11	-	32.15	33.01
apprentice - period 1	-	18.25	18.74	-	18.76	19.27	-	19.29	19.81
apprentice - period 2	-	21.29	21.87	-	21.89	22.48	-	22.51	23.11
apprentice - period 3	-	25.86	26.55	-	26.58	27.29	-	27.33	28.06
<b>Boilermaker</b>	30.79	-	-	31.65	-	-	32.54	-	-
apprentice - period 1	18.47	-	-	18.99	-	-	19.52	-	-
apprentice - period 2	21.55	-	-	22.16	-	-	22.78	-	-
apprentice - period 3	26.17	-	-	26.90	-	-	27.66	-	-
<b>Cement finisher</b>	29.51	-	-	30.34	-	-	31.19	-	-
apprentice - period 1	20.66	-	-	21.24	-	-	21.83	-	-
apprentice - period 2	25.08	-	-	25.79	-	-	26.51	-	-
<b>Roofer</b>	30.79	-	-	31.65	-	-	32.54	-	-
apprentice	26.17	-	-	26.90	-	-	27.66	-	-
<b>Electrician</b>	30.79	-	-	31.65	-	-	32.54	-	-
apprentice - period 1	15.40	-	-	15.83	-	-	16.27	-	-
apprentice - period 2	18.47	-	-	18.99	-	-	19.52	-	-
apprentice - period 3	21.55	-	-	22.16	-	-	22.78	-	-
apprentice - period 4	26.17	-	-	26.90	-	-	27.66	-	-

**SCHEDULE "C"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
<b>Tinsmith</b>						
apprentice - period 1	30.79	-	31.65	-	32.54	-
apprentice - period 2	18.47	-	18.99	-	19.52	-
apprentice - period 3	21.55	-	22.16	-	22.78	-
apprentice - period 3	26.17	-	26.90	-	27.66	-
<b>Reinforcing steel erector</b>						
apprentice	-	31.10 31.93	-	31.97 32.82	-	32.87 33.74
		26.44 27.14		27.17 27.90		27.94 28.68
<b>Refrigeration mechanic</b>						
apprentice - period 1	30.79	-	31.65	-	32.54	-
apprentice - period 2	15.40	-	15.83	-	16.27	-
apprentice - period 3	18.47	-	18.99	-	19.52	-
apprentice - period 4	21.55	-	22.16	-	22.78	-
apprentice - period 4	26.17	-	26.90	-	27.66	-
<b>Crane operator - Class A</b>						
apprentice	30.79	-	31.65	-	32.54	-
	26.17	-	26.90	-	27.66	-
<b>Crane operator - Class B</b>						
apprentice	29.45	-	30.27	-	31.12	-
	25.03	-	25.73	-	26.45	-
<b>Security systems installer</b>						
apprentice - period 1	24.58	-	25.27	-	25.98	-
apprentice - period 2	14.75	-	15.16	-	15.59	-
apprentice - period 3	17.21	-	17.69	-	18.19	-
apprentice - period 3	20.89	-	21.48	-	22.08	-
<b>Elevator mechanic</b>						
apprentice - period 1	34.38	-	35.34	-	36.33	-
apprentice - period 2	17.19	-	17.67	-	18.17	-
apprentice - period 3	20.63	-	21.20	-	21.80	-
apprentice - period 4	24.07	-	24.74	-	25.43	-
apprentice - period 5	29.22	-	30.04	-	30.88	-
apprentice - period 5	29.22	-	30.04	-	30.88	-
<b>Millwright</b>						
apprentice - period 1	30.79	-	31.65	-	32.54	-
apprentice - period 2	18.47	-	18.99	-	19.52	-
apprentice - period 3	21.55	-	22.16	-	22.78	-
apprentice - period 3	26.17	-	26.90	-	27.66	-
<b>Heavy equipment mechanic</b>						
apprentice - period 1	29.74	-	30.57	-	31.43	-
apprentice - period 2	17.84	-	18.34	-	18.86	-
apprentice - period 3	20.82	-	21.40	-	22.00	-
apprentice - period 3	25.28	-	25.98	-	26.72	-

**SCHEDULE "C"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009				
	Rates	7:00 to 19:00	19:00 to 7:00	Rates	7:00 to 19:00	19:00 to 7:00	Rates	7:00 to 19:00	19:00 to 7:00
<b>Fire-protection mechanic</b>									
apprentice - period 1	30.79	-	-	31.65	-	-	32.54	-	-
apprentice - period 2	15.40	-	-	15.83	-	-	16.27	-	-
apprentice - period 3	18.47	-	-	18.99	-	-	19.52	-	-
apprentice - period 4	21.55	-	-	22.16	-	-	22.78	-	-
	26.17	-	-	26.90	-	-	27.66	-	-
<b>Structural steel erector</b>									
apprentice - period 1	-	31.10	31.93	-	31.97	32.82	-	32.87	33.74
apprentice - period 2	-	21.77	22.35	-	22.38	22.97	-	23.01	23.62
	-	26.44	27.14	-	27.17	27.90	-	27.94	28.68
<b>Erector-mechanic (glazier)</b>									
apprentice - period 1	30.23	-	-	31.08	-	-	31.95	-	-
apprentice - period 2	18.14	-	-	18.65	-	-	19.17	-	-
apprentice - period 3	21.16	-	-	21.76	-	-	22.37	-	-
	25.70	-	-	26.42	-	-	27.16	-	-
<b>Heavy equipment oper.-Class AA</b>									
apprentice	-	29.31	30.15	-	30.13	30.99	-	30.97	31.86
	-	24.91	25.63	-	25.61	26.34	-	26.32	27.08

<b>Heavy equipment oper.-Class A</b>									
apprentice	-	28.36	29.19	-	29.15	30.01	-	29.97	30.85
	-	24.11	24.81	-	24.78	25.51	-	25.47	26.22
<b>Heavy equipment oper.-Class B</b>									
apprentice	-	27.64	28.47	-	28.41	29.27	-	29.21	30.09
	-	23.49	24.20	-	24.15	24.88	-	24.83	25.58
<b>Shovel operator - AA</b>									
apprentice	-	31.28	32.10	-	32.16	33.00	-	33.06	33.92
	-	26.59	27.29	-	27.34	28.05	-	28.10	28.83
<b>Shovel operator - A</b>									
apprentice	-	30.32	31.15	-	31.17	32.02	-	32.04	32.92
	-	25.77	26.48	-	26.49	27.22	-	27.23	27.98
<b>Shovel operator - B</b>									
apprentice	-	29.36	30.19	-	30.18	31.04	-	31.03	31.91
	-	24.96	25.66	-	25.65	26.38	-	26.38	27.12
<b>Concrete pump operator (distribution mast)</b>									
apprentice	27.80*	-	-	28.58	-	-	29.38	-	-
	24.91*	-	-	25.60*	-	-	26.32*	-	-
<b>Flooring specialist-sander</b>									
apprentice - period 1	-	30.42	31.24	-	31.27	32.11	-	32.15	33.01
apprentice - period 2	-	18.25	18.74	-	18.76	19.27	-	19.29	19.81
apprentice - period 3	-	21.29	21.87	-	21.89	22.48	-	22.51	23.11
	-	25.86	26.55	-	26.58	27.29	-	27.33	28.06

\*Wage rates effective as of July 29, 2007.

**SCHEDULE "C"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
<b>Painter</b>	28.67	-	29.47	-	30.30	-
apprentice - period 1	17.20	-	17.68	-	18.18	-
apprentice - period 2	20.07	-	20.63	-	21.21	-
apprentice - period 3	24.37	-	25.05	-	25.76	-
<b>Plasterer</b>	29.36	-	30.18	-	31.03	-
apprentice - period 1	17.62	-	18.11	-	18.62	-
apprentice - period 2	20.55	-	21.13	-	21.72	-
apprentice - period 3	24.96	-	25.65	-	26.38	-
<b>Resilient flooring layer</b>	26.84	-	27.59	-	28.36	-
apprentice	22.81	-	23.45	-	24.11	-
<b>Ornamental ironworker</b>	31.10	31.93	-	31.97	32.82	33.74
apprentice - period 1	21.77	22.35	-	22.38	22.97	23.62
apprentice - period 2	26.44	27.14	-	27.17	27.90	28.68

<b>Joint pointer (plasterer)</b>	28.83	-	29.64	-	30.47	-
apprentice - period 1	17.30	-	17.78	-	18.28	-
apprentice - period 2	20.18	-	20.75	-	21.33	-
apprentice - period 3	24.51	-	25.19	-	25.90	-
<b>Joint pointer (painter)</b>	28.83	-	29.64	-	30.47	-
apprentice - period 1	17.30	-	17.78	-	18.28	-
apprentice - period 2	20.18	-	20.75	-	21.33	-
apprentice - period 3	24.51	-	25.19	-	25.90	-
<b>Pipefitter</b>	30.79	-	31.65	-	32.54	-
apprentice - period 1	15.40	-	15.83	-	16.27	-
apprentice - period 2	18.47	-	18.99	-	19.52	-
apprentice - period 3	21.55	-	22.16	-	22.78	-
apprentice - period 4	26.17	-	26.90	-	27.66	-

**SCHEDULE "C"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	5:00 to 17:00	17:00 to 5:00	5:00 to 17:00	17:00 to 5:00	5:00 to 17:00	17:00 to 5:00
<b>Interior systems installer</b>						
apprentice - period 1	30.42	31.24	-	31.27	32.11	33.01
apprentice - period 2	18.25	18.74	-	18.76	19.27	19.81
apprentice - period 3	21.29	21.87	-	21.89	22.48	23.11
	25.86	26.55	-	26.58	27.29	28.06

**SCHEDULE "C"**

OCCUPATIONS	Rates as of 01/05/2007			Rates as of 27/04/2008			Rates as of 26/04/2009		
	7:00 to 19:00	19:00 to 7:00	7:00 to 19:00	19:00 to 7:00	7:00 to 19:00	19:00 to 7:00	7:00 to 19:00	19:00 to 7:00	7:00 to 19:00
<b>Steam boiler fireman</b>	24.75	-	25.44	-	-	-	26.15	-	-
<b>Fireman-Class IV</b>	21.98	-	22.60	-	-	-	23.23	-	-
<b>Clerk</b>	16.88	-	17.35	-	-	-	17.84	-	-
<b>Truck driver - AA</b>	-	26.26	27.10	-	27.00	27.86	-	27.76	28.64
<b>Truck driver - A</b>	-	25.32	26.15	-	26.03	26.88	-	26.76	27.63
<b>Truck driver - B</b>	-	24.58	25.41	-	25.27	26.12	-	25.98	26.85
<b>Truck driver - C</b>	-	24.25	25.08	-	24.93	25.78	-	25.63	26.50
<b>Watchman</b>	12.61	-	12.96	-	-	-	13.32	-	-
<b>Heavy equipment serviceman</b>	23.91	-	24.58	-	-	-	25.27	-	-
<b>Storeman</b>	20.06	-	20.62	-	-	-	21.20	-	-
<b>Labourer</b>	23.52	-	24.18	-	-	-	24.86	-	-
<b>General helper (pipeline)</b>	23.91	-	24.58	-	-	-	25.27	-	-
<b>Decontamination labourer</b>	26.89	-	27.64	-	-	-	28.41	-	-

**SCHEDULE "C"**

OCCUPATIONS	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
General helper	23.91	-	24.58	-	25.27	-
General helper (tile setter)	24.45	-	25.13	-	25.83	-
Hoisting equipment operator						
Class A	26.96	-	27.71	-	28.49	-
Class B	25.85	-	26.57	-	27.31	-
Generator operator	25.02	-	25.72	-	26.44	-
Pump and compressor operator	26.30	-	27.04	-	27.80	-
Pump and compressor operator (line pump)	26.30*	-	27.04	-	27.80	-
Stationary/port. mix. plant oper.	26.30	-	27.04	-	27.80	-
Heavy equipment tire & body repairman	27.29	-	28.05	-	28.84	-
Welder	29.04	-	29.85	-	30.69	-

Pipeline welder and distribution welder	30.79	-	31.65	-	32.54	-
Pipe welder	30.79	-	31.65	-	32.54	-
Gas fitter	30.79	-	31.65	-	32.54	-

\*Wage rates effective as of July 29, 2007.

SCHEDULE "C-1"

WAGE RATES FOR TRADES, SPECIALTIES AND OCCUPATIONS IN THE CASE OF EMPLOYEES ASSIGNED TO WORK ON REMOTE JOB SITES, THE JAMES BAY PROJECT AND CONSTRUCTION PROJECTS NORTH OF THE 55<sup>TH</sup> PARALLEL, INCLUDING THE GREAT WHALE PROJECT - INSTITUTIONAL AND COMMERCIAL SECTOR

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
<b>Bricklayer-mason</b>						
apprentice - period 1	31.59	-	32.47	-	33.38	-
apprentice - period 2	18.95	-	19.48	-	20.03	-
apprentice - period 3	22.11	-	22.73	-	23.37	-
	26.85	-	27.60	-	28.37	-
<b>Insulator</b>						
apprentice - period 1	32.26	-	33.16	-	34.09	-
apprentice - period 2	19.36	-	19.90	-	20.45	-
apprentice - period 3	22.58	-	23.21	-	23.86	-
	27.42	-	28.19	-	28.98	-
<b>Tile setter</b>						
apprentice - period 1	31.59	-	32.47	-	33.38	-
apprentice - period 2	18.95	-	19.48	-	20.03	-
apprentice - period 3	22.11	-	22.73	-	23.37	-
	26.85	-	27.60	-	28.37	-
<b>Carpenter-joiner</b>						
apprentice - period 1	-	31.91	-	32.80	-	33.72
apprentice - period 2	-	19.15	-	19.68	-	20.23
apprentice - period 3	-	22.34	-	22.96	-	23.60
	-	27.12	-	27.88	-	28.66
<b>Boilermaker</b>						
apprentice - period 1	32.26	-	33.16	-	34.09	-
apprentice - period 2	19.36	-	19.90	-	20.45	-
apprentice - period 3	22.58	-	23.21	-	23.86	-
	27.42	-	28.19	-	28.98	-
<b>Cement finisher</b>						
apprentice - period 1	30.48	-	31.33	-	32.21	-
apprentice - period 2	21.34	-	21.93	-	22.55	-
apprentice - period 3	25.91	-	26.63	-	27.38	-
	32.26	-	33.16	-	34.09	-
<b>Roofer</b>						
apprentice	27.42	-	28.19	-	28.98	-

**SCHEDULE "C-1"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
<b>Electrician</b>	32.26	-	33.16	-	34.09	-
apprentice - period 1	16.13	-	16.58	-	17.05	-
apprentice - period 2	19.36	-	19.90	-	20.45	-
apprentice - period 3	22.58	-	23.21	-	23.86	-
apprentice - period 4	27.42	-	28.19	-	28.98	-
<b>Tinsmith</b>	32.26	-	33.16	-	34.09	-
apprentice - period 1	19.36	-	19.90	-	20.45	-
apprentice - period 2	22.58	-	23.21	-	23.86	-
apprentice - period 3	27.42	-	28.19	-	28.98	-
<b>Reinforcing steel erector</b>	-	32.59 33.42	-	33.50 34.36	-	34.44 35.32
apprentice	-	27.70 28.41	-	28.48 29.21	-	29.27 30.02
<b>Refrigeration mechanic</b>	32.26	-	33.16	-	34.09	-
apprentice - period 1	16.13	-	16.58	-	17.05	-
apprentice - period 2	19.36	-	19.90	-	20.45	-
apprentice - period 3	22.58	-	23.21	-	23.86	-
apprentice - period 4	27.42	-	28.19	-	28.98	-
apprentice - period 5	30.63	-	31.48	-	32.37	-
apprentice - period 6	30.63	-	31.48	-	32.37	-
<b>Crane operator - Class A</b>	22.58	-	23.21	-	23.86	-
apprentice - period 3	27.42	-	28.19	-	28.98	-
<b>Crane operator - Class B</b>	30.87	-	31.73	-	32.62	-
apprentice	26.24	-	26.97	-	27.73	-
<b>Security systems installer</b>	25.77	-	26.49	-	27.23	-
apprentice - period 1	15.46	-	15.89	-	16.34	-
apprentice - period 2	18.04	-	18.54	-	19.06	-
apprentice - period 3	21.90	-	22.52	-	23.15	-
<b>Elevator mechanic</b>	36.03	-	37.04	-	38.08	-
apprentice - period 1	18.02	-	18.52	-	19.04	-
apprentice - period 2	21.62	-	22.22	-	22.85	-
apprentice - period 3	25.22	-	25.93	-	26.66	-
apprentice - period 4	30.63	-	31.48	-	32.37	-
apprentice - period 5	30.63	-	31.48	-	32.37	-

**SCHEDULE "C-1"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
<b>Millwright</b>	32.26	-	33.16	-	34.09	-
apprentice - period 1	19.36	-	19.90	-	20.45	-
apprentice - period 2	22.58	-	23.21	-	23.86	-
apprentice - period 3	27.42	-	28.19	-	28.98	-
<b>Heavy equipment mechanic</b>	31.21	-	32.08	-	32.98	-
apprentice - period 1	18.73	-	19.25	-	19.79	-
apprentice - period 2	21.85	-	22.46	-	23.09	-
apprentice - period 3	26.53	-	27.27	-	28.03	-
<b>Fire-protection mechanic</b>	32.26	-	33.16	-	34.09	-
apprentice - period 1	16.13	-	16.58	-	17.05	-
apprentice - period 2	19.36	-	19.90	-	20.45	-
apprentice - period 3	22.58	-	23.21	-	23.86	-
apprentice - period 4	27.42	-	28.19	-	28.98	-

<b>Structural steel erector</b>	-	32.59	33.42	-	33.50	34.36	-	34.44	35.32
apprentice - period 1	-	22.81	23.39	-	23.45	24.05	-	24.11	24.72
apprentice - period 2	-	27.70	28.41	-	28.48	29.21	-	29.27	30.02
<b>Erector-mechanic (glazier)</b>	31.72	-	-	32.61	-	-	-	33.52	-
apprentice - period 1	19.03	-	-	19.57	-	-	-	20.11	-
apprentice - period 2	22.20	-	-	22.83	-	-	-	23.46	-
apprentice - period 3	26.96	-	-	27.72	-	-	-	28.49	-
<b>Heavy equipment oper.-Class AA</b>	-	31.07	31.90	-	31.94	32.79	-	32.83	33.71
apprentice	-	26.41	27.12	-	27.15	27.87	-	27.91	28.65
<b>Heavy equipment oper.-Class A</b>	-	30.06	30.90	-	30.90	31.77	-	31.77	32.66
apprentice	-	25.55	26.27	-	26.27	27.00	-	27.00	27.76
<b>Heavy equipment oper.-Class B</b>	-	29.30	30.14	-	30.12	30.98	-	30.96	31.85
apprentice	-	24.91	25.62	-	25.60	26.33	-	26.32	27.07
<b>Shovel operator - AA</b>	-	33.16	33.98	-	34.09	34.93	-	35.04	35.91
apprentice	-	28.19	28.88	-	28.98	29.69	-	29.78	30.52
<b>Shovel operator - A</b>	-	32.14	32.97	-	33.04	33.89	-	33.97	34.84
apprentice	-	27.32	28.02	-	28.08	28.81	-	28.87	29.61
<b>Shovel operator - B</b>	-	31.11	31.94	-	31.98	32.83	-	32.88	33.75
apprentice	-	26.44	27.15	-	27.18	27.91	-	27.95	28.69

**SCHEDULE "C-1"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
<b>Concrete pump operator (distribution mast)</b>						
apprentice	29.19*	-	30.01	-	30.85	-
	26.09*	-	26.82	-	27.57	-
<b>Flooring specialist-sander</b>						
apprentice - period 1	-	31.91	32.73	-	32.80	33.65
apprentice - period 2	-	19.15	19.64	-	19.68	20.19
apprentice - period 3	-	22.34	22.91	-	22.96	23.56
	-	27.12	27.82	-	27.88	28.60
<b>Painter</b>						
apprentice - period 1	29.99	-	30.83	-	31.69	-
apprentice - period 2	17.99	-	18.50	-	19.01	-
apprentice - period 3	20.99	-	21.58	-	22.18	-
	25.49	-	26.21	-	26.94	-
<b>Plasterer</b>						
apprentice - period 1	30.46	-	31.31	-	32.19	-
apprentice - period 2	18.28	-	18.79	-	19.31	-
apprentice - period 3	21.32	-	21.92	-	22.53	-
	25.89	-	26.61	-	27.36	-

\*Wage rates effective as of July 29, 2007.

<b>Resilient flooring layer</b>						
apprentice	27.71	-	28.49	-	29.29	-
	23.55	-	24.22	-	24.90	-
<b>Ornamental ironworker</b>						
apprentice - period 1	-	32.39	33.22	-	33.30	34.15
apprentice - period 2	-	22.67	23.25	-	23.31	23.91
	-	27.53	28.24	-	28.31	29.03
<b>Joint pointer (painter)</b>						
apprentice - period 1	29.91	-	30.75	-	31.61	-
apprentice - period 2	17.95	-	18.45	-	18.97	-
apprentice - period 3	20.94	-	21.53	-	22.13	-
	25.42	-	26.14	-	26.87	-
<b>Joint pointer (plasterer)</b>						
apprentice - period 1	29.91	-	30.75	-	31.61	-
apprentice - period 2	17.95	-	18.45	-	18.97	-
apprentice - period 3	20.94	-	21.53	-	22.13	-
	25.42	-	26.14	-	26.87	-
<b>Pipefitter</b>						
apprentice - period 1	32.26	-	33.16	-	34.09	-
apprentice - period 2	16.13	-	16.58	-	17.05	-
apprentice - period 3	19.36	-	19.90	-	20.45	-
	22.58	-	23.21	-	23.86	-
	27.42	-	28.19	-	28.98	-

**SCHEDULE "C-1"**

TRADES AND SPECIALTIES	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009				
	Rates	5:00 to 17:00	17:00 to 5:00	Rates	5:00 to 17:00	17:00 to 5:00	Rates	5:00 to 17:00	17:00 to 5:00
<b>Interior systems installer</b>	-	31.56	32.38	-	32.44	33.29	-	33.35	34.22
apprentice - period 1	-	18.94	19.43	-	19.46	19.97	-	20.01	20.53
apprentice - period 2	-	22.09	22.67	-	22.71	23.30	-	23.35	23.95
apprentice - period 3	-	26.83	27.52	-	27.57	28.30	-	28.35	29.09

**SCHEDULE "C-1"**

OCCUPATIONS	Rates as of 01/05/2007			Rates as of 27/04/2008			Rates as of 26/04/2009		
	Rates	7:00 to 19:00	19:00 to 7:00	Rates	7:00 to 19:00	19:00 to 7:00	Rates	7:00 to 19:00	19:00 to 7:00
<b>Steam boiler fireman</b>	25.85	-	-	26.57	-	-	27.31	-	-
<b>Fireman-Class IV</b>	22.85	-	-	23.49	-	-	24.15	-	-
<b>Clerk</b>	17.72	-	-	18.22	-	-	18.73	-	-
<b>Truck driver - AA</b>	-	27.83	28.67	-	28.61	29.47	-	29.41	30.30
-A	-	26.83	27.66	-	27.58	28.43	-	28.35	29.23
-B	-	26.05	26.88	-	26.78	27.63	-	27.53	28.40
-C	-	25.71	26.54	-	26.43	27.28	-	27.17	28.04
<b>Watchman</b>	13.24	-	-	13.61	-	-	13.99	-	-
<b>Heavy equipment serviceman</b>	24.98	-	-	25.68	-	-	26.40	-	-
<b>Storeman</b>	20.88	-	-	21.46	-	-	22.06	-	-
<b>Labourer</b>	24.54	-	-	25.23	-	-	25.94	-	-
<b>General helper (pipeline)</b>	24.98	-	-	25.68	-	-	26.40	-	-
<b>Decontamination labourer</b>	28.12	-	-	28.91	-	-	29.72	-	-

**SCHEDULE "C-1"**

OCCUPATIONS	Rates as of 01/05/2007		Rates as of 27/04/2008		Rates as of 26/04/2009	
	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00	Rates	7:00 to 19:00 19:00 to 7:00
General helper	24.98	-	25.68	-	26.40	-
General helper (tile setter)	25.52	-	26.23	-	26.96	-
Hoisting equipment operator						
Class A	28.19	-	28.98	-	29.79	-
Class B	26.96	-	27.71	-	28.49	-
Generator operator	26.10	-	26.83	-	27.58	-
Pump and compressor operator	27.47	-	28.24	-	29.03	-
Pump and compressor operator (line pump)	26.30*	-	27.04	-	27.80	-
Stationary/port. mix. plant oper.	27.47	-	28.24	-	29.03	-
Heavy equipment tire & body repairman	28.61	-	29.41	-	30.23	-
<b>Welder</b>	<b>30.42</b>	<b>-</b>	<b>31.27</b>	<b>-</b>	<b>32.15</b>	<b>-</b>
Pipeline welder and distribution welder	32.26	-	33.16	-	34.09	-
Pipe welder	32.26	-	33.16	-	34.09	-
Gas fitter	32.26	-	33.16	-	34.09	-
Supply welder	32.26	-	33.16	-	34.09	-

## SCHEDULE “D”

### SUBSCHEDULE “A”

#### DEFINITIONS OF EXCLUSIVE OCCUPATIONS FOR THE ENTIRE CONSTRUCTION INDUSTRY

The exclusive jurisdiction principle consists in restricting to a particular group of employees the performance of certain occupations considered exclusive. This principle, however, does not apply to work related to electric power transmission and distribution lines, electric power transformer stations and communication networks.

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) **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. Such construction is considered to be finished when the removal of the concrete casing or the timbering is completed, where concrete casing or timbering is required.

- 3) **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 or integrated or not into such a rig.
- 4) **Pipeline labourer:** Anyone who performs the following work:
  - a) Detecting underground pipes with the necessary equipment.
  - b) Helping with work performed by a swamper, excluding the alignment and spacing of pipes.
  - c) Maintaining the grade of a trench.
  - d) Operating a mechanical saw.
  - e) Performing the duties of the auger toolman.
  - f) Rough-edging rock on dangerous surfaces.
  - g) Working as a helper on fuel trucks.
  - h) Directing job-site traffic.
  - i) Operating a sand, water or concrete jet (nozzleman).
  - j) Operating a jack hammer.
  - k) Operating water pumps, except for those used by a pipefitter or pipe welder.
  - l) Loading and unloading pipes in the yard and on the pipeline.
  - m) Working as a drill operator helper.
  - n) Acting as yardman.

## SCHEDULE “D”

### SUBSCHEDULE “B”

#### DEFINITIONS OF OCCUPATIONS COMMON TO THE ENTIRE CONSTRUCTION INDUSTRY

- 1) **Steam boiler fireman:** Anyone who supervises the operation of any stationary heating or engine equipment governed by the Stationary Engineman Act (R.S.Q., c. M-6) and its regulations.
- 2) **Generator operator:** Anyone who supervises the operation of stationary internal combustion diesel engines governed by the Stationary Engineman Act and its regulations.
- 3) **Watchman:** Anyone who performs general watch duties on a construction site for the purpose of ensuring the protection of property and the security of persons.
- 4) **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.
- 5) **Storeman:** Anyone who:
  - a) Checks in, stores and distributes materials, supplies, tools and equipment.
  - b) Sees that tools and equipment are properly maintained, without having to repair them.
  - c) Checks to see that goods received match requisitions and invoices.
  - d) Keeps a permanent stock record of outgoing and incoming supplies.
- 6) **Clerk:** Anyone who does clerical work on a construction site such as:
  - a) Checking employees' arrival and departure times.
  - b) Computing work hours.
- 7) **Labourer:** Anyone who performs work not belonging to skilled tradesmen, apprentices, classified workmen or general helpers.
- 8) **Decontamination labourer:** Any labourer assigned to medium and high-risk asbestos removal work carried out inside a contaminated area.
- 9) **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 work.
  - 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) Fires a portable kettle to melt asphalt materials to be used as a mordant, insulation or water-proofing agent.
  - d) 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.
- e) 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.
  - f) Is responsible for operating a stationary or mobile heating unit used for drying aggregates or heating asphalt.
  - g) Operates any heating unit whenever such operation does not call for a certificate, excluding any electrical or mechanical maintenance.
  - h) Operates a platform scale for weighing truck loads.
  - i) 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.
  - j) Applies caulking.
  - k) Operates an apparatus used for cutting asphalt and concrete (diamond cut operator).
  - l) Installs galvanized steel and concrete pipes used for draining roads.
  - m) Installs water supply and sewage mains and their connections in relation to public highways and roadways.
  - n) Performs with the proper equipment (mixer-tender, pump, 1/4 inch. or 3/4 inch. pipe, nozzle used for shotcrete placement) any procedure involving the injection of cement or concrete inside forms, rock or existing concrete.
  - o) Operates any kind of manual compactor not requiring a journeyman competency certificate under the Act.
- p) Applies urethane.
  - q) Operates a power saw.
  - r) Operates a pump with a nominal diameter of less than 6 inches.
- 10) **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.
  - 11) **Hoisting equipment operator:** Anyone who operates a hoist or any other stationary or mobile vertical hoisting equipment with one or more drums.
  - 12) **Truck driver:** Anyone who drives any type of truck.
  - 13) **Pump and compressor operator:** Anyone who:
    - a) Operates one or more water pumps with a discharge pipe of 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.
  - 14) **Stationary or portable mixing plant operator:** Anyone who, on a job site:
    - a) Operates and maintains a concrete, asphalt or aggregate mixing plant and who also drives and operates truck-mounted concrete mixing plants, except for ready-mix truck operators.
    - b) Supervises the operation of a machine used to crush stone, rock and other similar materials.
    - c) Monitors and regulates materials being fed into the crusher to prevent jamming.

- d) Stops and clears the machine, as needed.
  - e) Adjusts accessories to control and vary gravel and stone sizes.
  - f) Controls the machine's output.
  - g) Oils, cleans and maintains his machine to ensure optimum operational performance.
- 15) **Pipe welder:** Anyone who:
- a) Performs pipe welding work pursuant to the Act respecting pressure vessels (R.S.Q., c. A-20.01) and its regulations.
  - b) Performs, in accordance with the above provisions, all other pipe welding work on such facilities and installations as oil refineries, gasoline pumps and vent and sprinkler systems.
- 16) **Welder:** Anyone who does any type of welding other than the work specified in the pipe welder definition.
- 17) **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.
- 18) **Pipeline welder, distribution welder and supply welder:** Anyone who performs pipe welding work in accordance with CSA Standards Z-183 and Z-184.
- 19) **Heavy equipment serviceman:** Anyone who, on a job site, repairs compressed air motors and pneumatic tools such as hammers, drills, chisels and boring bits, and who installs belts, wipers and headlamps.
- 20) **Tire and body repairman:** Anyone who, on a job site, installs and repairs tires and does body work on heavy equipment.
- 21) **Instrument man (surveyor):** Anyone who, using surveying instruments such as levels and

transits or, without any instruments, provides the alignments and ground elevations necessary to the performance of certain work.

- 22) **Chainman:** Anyone who helps the instrument man in the carrying out of his work and performs any other related tasks.

## SCHEDULE “D”

### SUBSCHEDULE “C”

#### 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 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 22 tons.
- b) A side boom tractor of less than 50 HP.
- c) A truck equipped with a winch and/or hydraulic boom, with a rated capacity of 22 tons or less.

##### 2) Heavy equipment operator:

**Heavy equipment operator-Class AA:** The wage rate for a heavy equipment operator-Class AA shall apply only to an employee who operates a front-end loader of 6 or more cubic yards.

**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 5 tons.

- b) A farm tractor without attachments.
- c) Muskeg or Caterpillar equipment with a rated nominal capacity of under 50 HP.

##### 3) Truck driver:

**Truck driver-Class AA:** The wage rate for a truck driver-Class AA shall apply to an employee who operates an off-road truck of 35 or more tons and a belly dump truck.

**Truck driver-Class A:** The wage rate for a truck driver-Class A applies to an employee who drives a concrete mixer of 1 or more cubic yards, a tractor trailer, a float truck, an off-road truck, a winch-equipped truck with a hoisting capacity of over 5 tons, a tandem rear-axle dump truck with a rated capacity of 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 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 10 tons, a pick-up truck or a jeep with 4-wheel drive.

##### Shovel operator:

**Shovel operator-Class AA:** The wage rate for a shovel operator-Class AA shall apply only to an employee who operates a shovel of 6 or more cubic yards.

**Shovel operator-Class A:** The wage rate for a shovel operator-Class A applies to an employee who operates a shovel or backhoe equipped with a bucket with a rated capacity of 1 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 equipped with a bucket with a rated capacity of less than 1 cubic yard, 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 1,000 lbs. or over.

## SCHEDULE "E"

### LIST OF TOOLS SUPPLIED BY EMPLOYEE

Schedule "E-1"

List of tools supplied by insulator

- 1 Measuring tape, 4m (13 ft.)
- 1 Set of leveling trowels, 4" and 8"
- 1 Pointer
- 1 Knife
- 1 Pair of pliers and cutters
- 1 Crosscut trimming saw
- 1 Punch
- 1 Mineral wool scissors
- 1 Compass set, 6" and 12"
- 1 Chisel, M1
- 1 Chisel, M2
- 1 Chisel, M3
- 1 Chisel, 12"
- 1 Square, 24"
- 1 Pair of vise grips
- 1 Screwdriver, #10
- 1 Paint brush, 4"
- 1 Tool bucket
- 1 Leather belt
- 1 Toolbox
- 1 Jackknife
- 1 Set of adjustable wrenches from 1/4" to 1 1/4"
- 1 Hammer
- 1 Elastic for tank
- 1 Protractor

### Schedule "E-2"

List of tools supplied by carpenter-joiner-journeyman

- 1 Nail bag
- 1 Hammer
- 1 Measuring tape, 25 ft.
- 1 Level, 24"
- 1 Punch
- 1 Toolbox
- 1 Pair of combination pliers
- 1 Chalk line
- 1 Plumbline
- 1 Set of wood chisels
- 1 Gypsum knife
- 1 Compass saw
- 1 Hacksaw
- 1 Staple gun
- 1 Pair of sheet metal cutters
- 1 Crowbar
- 1 Finishing handsaw
- 1 Handsaw
- 1 Compass
- 1 Set of screwdrivers
- 1 Large square
- Finishing square

### Schedule "E-3"

List of tools supplied by apprentice carpenter-joiner

- 1 Nail bag
- 1 Hammer
- 1 Measuring tape, 25 ft.
- 1 Level, 24"
- 1 Punch
- 1 Toolbox
- 1 Pair of combination pliers
- 1 Chalk line
- 1 Plumbline
- 1 Set of wood chisels
- 1 Gypsum knife
- 1 Crow bar
- 1 Handsaw
- 1 Finishing square

### Schedule "E-4"

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 16 ft. in length
- 1 Pocket knife
- 1 600V tester
- 1 Toolbag
- 1 Toolbox

### Schedule "E-5"

List of tools supplied by apprentice electrician

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

### Schedule "E-6"

#### List of tools supplied by tinsmith

- 1 Tinsmith's hammer, 16 ounces
- 1 Pair of Bulldog snips
- 1 Pair of left cut snips
- 1 Pair of right cut snips
- 1 Pair of combination pliers, 8"
- 1 Vise grip clamp
- 1 Measuring tape, 16 ft.
- 1 Set of screwdrivers
- 1 Awl
- 1 Toolbag
- 1 Toolbox

### Schedule "E-7"

#### List of tools supplied by reinforcing steel erector

- 1 Reel
- 1 Measuring tape, 5 m
- 1 Chalk holder
- Chalk
- Pliers (1008 or the equivalent) and (round-nose)

### Schedule "E-8"

#### List of tools supplied by 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 45° pliers, insulated
- Pair of vise grip pliers
- Pair of cutting pliers
- Short screwdrivers:
- 1 Set of 3 Phillips screwdrivers (star)
- 1 Set of 3 square-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 Extension cord, 50 ft.

Schedule "E-9"

List of tools supplied by security systems installer

- 1 Toolbox
- 1 Adjustable hacksaw  
(blades are supplied by employer)
- 1 Level, medium size
- 1 Pair of adjustable pliers
- 1 Centre punch
- 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 Hammer
- 1 Measuring tape at least 16 ft. in length
- 1 Pocket knife
- 1 600V tester
- 1 Flashlight

Schedule "E-10"

List of tools supplied by  
elevator mechanic-journeyman

The following tools shall be supplied by an elevator  
mechanic-journeyman as a condition of employment:

- 1 Measuring tape, 16 ft. by 3/4"
- 1 Pocket knife
- 1 Set of combined open-end and box-end  
wrenches, 3/8" to 1 1/4"
- 1 Adjustable wrench, 12"
- 1 Set of ratchet socket wrenches with less than  
3/4" span
- 1 Set of Allen keys, 1/16" to 1/2"
- 1 Pair of straight pliers, insulated
- 1 Pair of long nose pliers
- 1 Pair of vise grips
- 1 Pair of tin snips
- 1 Set of 3 Philips screwdrivers
- 1 Set of 3 square-head screwdrivers
- 1 Set of 3 standard screwdrivers (flat head)
- 1 Automatic screwdriver
- 1 Adjustable hacksaw  
(blades are supplied by employer)
- 1 Ball-peen hammer
- 1 Awl
- 1 Punch
- 2 Cold chisels
- 1 Level, 24"
- 1 Plumblines
- 1 Square, 24"
- 1 Adjustable combination square, 90° - 45°, 12"
- 1 Putty knife
- 1 Flashlight
- 1 Crowbar
- 1 Pair of cutting pliers
- 1 Toolbox with padlock
- 1 Wood handsaw
- 1 Wood hammer
- 1 Voltmeter (VOM)

#### Schedule “E-11”

List of tools supplied by  
apprentice elevator mechanic

The following tools shall be supplied by an apprentice  
elevator mechanic as a condition of employment:

- 1 Measuring tape, 16 ft. by 3/4”
- 1 Pocket knife
- 1 Set of Allen keys, 1/16” to 1/2”
- 1 Pair of straight pliers, insulated
- 1 Pair of long nose pliers
- 1 Set of 3 Phillips screwdrivers (star)
- 1 Set of 3 square-head screwdrivers
- 1 Set of 3 standard screwdrivers (flat head)

#### Schedule “E-12”

List of tools supplied by structural steel erector

- 1 Adjustable wrench, 12”
- 1 Spanner, 1 1/4”
- 1 Bull pin
- 1 Measuring tape, 5 m
- 1 Lighter (for blow torch)

#### Schedule “E-13”

List of tools supplied by erector-mechanic (glazier)

The following tools shall be supplied by a erector-  
mechanic (glazier) as a condition of employment:

- 1 Level, 24”
- 1 Metal measuring tape, 25 ft.
- 1 Plumb bob
- 1 Large square
- 1 Small square
- 1 Bevel square
- 2 Hammers, small and large
- 1 Crowbar
- 1 Large wander bar
- 1 Small wander bar
- 1 Centre punch
- 1 Toolbag
- 1 Adjustable hacksaw
- 1 Tap wrench
- 4 Pairs of vise grips, different sizes
- 4 Clips
- 1 Set of monkey wrenches
- 1 Set of Allen wrenches, all sizes 1/16” to 1/2”
- 1 Set of cold chisels
- 1 Set of wood chisels
- 1 Pair of pliers
- 1 Pair of long nose pliers
- 1 Set of Philips screwdrivers
- 1 Set of square-head screwdrivers
- 1 Set of standard screwdrivers (flat head)
- 2 Putty knives
- 1 Pair of cutting pliers
- 1 Rubber hammer
- 1 Gypsum knife
- 1 Utility (all-purpose) knife
- 1 Vise grip clamp
- 2 Cutters, small and large
- 1 Pair of snips
- 1 Pair of left cut snips
- 1 Pair of right cut snips
- 3 Flat files
- 3 Round files
- 3 Half-moon files
- 1 Chalk line
- 1 Compass saw
- 1 Drill bit sharpener
- 1 Pair of glass cutters

- 1 blade holder (razor blades)
- 1 Large metal toolbox
- 1 Small toolbox
- 1 Padlock

Any tool or spare part not appearing in this schedule, as well as hacksaw blades, gypsum knife blades, powder and chalk, etc., shall be supplied by the employer.

#### Schedule "E-14"

List of tools supplied by flooring specialist-sander

The following tools shall be supplied by a flooring specialist-sander as a condition of employment:

- 1 Hammer
- 1 Square
- 1 Nailbag
- 1 Bevel square
- 1 Chalk line
- 1 Punch
- 1 Set of screwdrivers
- 1 Measuring tape, 25 ft.
- 1 Pair of combination pliers
- 1 Wood chisel, 3/4"
- 1 Pocket knife
- 1 Handsaw
- 1 Crowbar
- 1 Toolbox

## Schedule "E-15"

List of tools supplied by resilient flooring layer

Steel measuring tape, 25 ft.  
True flush cutter  
Sharpening stone  
File  
Rug lining cutter  
Kicker  
Razor blade knife  
All-purpose knife  
Smooth edge cutter  
Stair tools  
Plinth pinch  
Chalk line  
Hacksaw  
Magnetic hammer  
Hammer  
Electric stapler (Duo-Fast)  
Drawing bar  
Cold chisel, 3/4"  
Multi-point screwdrivers  
Floor scraper, 4"  
Compass  
Square, 6"/12"  
Carpet joint tractor  
Hand brush

## Schedule "E-16"

List of tools supplied by interior systems installer

1 Tool pouch with belt or tool apron  
1 Steel measuring tape, 16 to 25 ft. x 1"  
1 Chalk line  
1 Plumbline  
1 Level, at least 24"  
1 Adjustable combination square, 90° - 45°, 12"  
1 Pair of large clamps, 9", 11", or 13"  
1 Hacksaw  
2 Pairs of Wiss snips  
1 Cold chisel, up to 3/4"  
1 Hammer  
2 Vise grip C clamps  
4 Line clips  
1 Side cutter  
1 Dryline, 300 ft.  
1 Set of screwdrivers  
1 Gypsum knife  
1 Gypsum saw (compass)  
1 Gypsum hatchet  
1 Awl  
1 Gypsum rasp  
1 Gypsum round cutter  
1 Toolbox and padlock  
1 Electric screw gun  
1 Extension cord, 100 ft.  
1 Router

### Schedule "E-17"

#### List of tools supplied by ornamental ironworker

- 1 Level, 24"
- 1 Steel measuring tape, 4m (12 ft.)
- 1 Plumb bob
- 1 Chalk line reel
- 1 Large square
- 1 Small square
- 1 Bevel square
- 2 Hammers
- 1 Crowbar
- 1 Centre punch
- 1 Set of ratchets, 1/2"
- 1 Tap wrench
- 2 Vise grips
- 2 Vise grip C clamps
- 2 Clips
- 1 Hacksaw
- 1 Monkey wrench, 6" and 12"
- 1 Set of Phillips screwdrivers
- 1 Set of Robertson screwdrivers
- 1 Set of standard screwdrivers (flat head)
- 1 Set of Allen keys
- 1 Pair of combination pliers
- 1 Cold chisel

### Schedule "E-18"

#### List of tools supplied by pipefitter-journeyman

List of personal tools that all pipefitters-journeymen shall supply in the performance of sanitary plumbing work assigned to them by the employer, as established under the Plumbing Code (R.S.Q., 1981, c.i.-12.1, r.1):

- 1 pocket knife
- 3 pipe wrenches, 10", 12" and 14"
- 2 adjustable wrenches, 6", 10" and 14"
- 2 cold chisels
- 1 lead pencil
- 1 ball-peen hammer
- 1 nail hammer
- 1 hacksaw
- 1 copper tubing cutter, 1/8" to 1"
- 1 pair of cutting pliers, 8"
- 1 level, 10"
- 2 standard screwdrivers
- 1 mechanical joint (M.J.) wrench

## **SCHEDULE “F”**

### **LETTER OF UNDERSTANDING CONCERNING THE GUIDELINES AND RULES FOR THE USE OF THE TRAINING FUND ESTABLISHED FOR THE DEVELOPMENT AND RETRAINING OF CONSTRUCTION INDUSTRY WORKERS**

WHEREAS a committee has been created to manage the use of the Construction Industry Workers Training Fund and one of the committee’s duties is to determine the directions and principles for how the Fund is to be used;

WHEREAS the Government recognizes that the Construction Industry Workers Training Fund comes under the scope of the Act to foster the development of manpower training;

BY THESE PRESENTS each party agrees to act in compliance with the following guidelines:

The funds in the Training Fund are intended only for workers holding valid competency certificates as issued by the Commission de la construction du Québec and as specified by the Training Fund Management Committee.

Administration costs arising from the use of the Training Fund shall be payable from the Training Fund.

The Fund shall be available to the following applicants: workers holding a competency certificate, employers with employees holding a competency certificate in their service, the ACQ, ACRGTQ, CMEQ, CMMTQ, representative associations, namely the Fédération des travailleurs du Québec (FTQ-Construction), Conseil provincial du Québec des métiers de la construction (International), CSD-Construction, CSN-Construction, Syndicat québécois de la construction and CFPIC, but solely for the development and retraining of construction industry workers.

The Fund should enable access to a wide range of training services pertaining to the development and retraining of workers and should be oriented to the training requests submitted by these applicants.

The Training Fund should ensure that, within a given period of time, every category of worker from every trade, specialty and occupation is able to benefit from the Training Fund’s measures.

Management of the Training Fund should be simple and adapted to the needs of the Fund’s various client groups wishing to take advantage of the Fund’s resources.

The Training Fund should, from the outset, develop and implement assessment and control methods.

Using a variety of methods, the Fund should take advantage of the various training specialists in the public and private sectors.

A fair return on investment per sector should be taken into consideration in the way the Training Fund is used, taking into account the cost of training adapted to the industry as a whole.

## SCHEDULE "G"

### LETTER OF UNDERSTANDING CONCERNING THE RULES GOVERNING THE ADMINISTRATION, MANAGEMENT AND USE OF THE TRAINING FUND

WHEREAS a Training Plan Fund was established under Order-in-Council 1883-92 on December 16, 1992;

WHEREAS the employer and union parties negotiating at the time were the administrators of the Training Fund with respect to both its management and use;

WHEREAS, since the enactment of Bill 46, the Training Fund has been governed by provisions of the collective agreements negotiated in each sector;

WHEREAS the government has recognized the Training Fund as coming under the scope of the Act to foster the development of manpower training;

WHEREAS it was the intention of the parties to the negotiations that contributions paid into this Training Fund be recognized as an eligible expense under the Act to foster the development of manpower training;

WHEREAS in the above-mentioned Act, the Gouvernement du Québec established a framework and requirements whereby employers' contributions may be recognized as an eligible training expense;

WHEREAS the Commission de la construction du Québec is responsible for overseeing vocational training in the construction industry;

WHEREAS it is the intention of the parties to promote a coherent and integrated vision and approach to training in the construction industry;

BY THESE PRESENTS each party agrees to undertake the necessary steps vis-à-vis the government in order to have the Act respecting labour relations, vocational training and manpower management in the construction industry and the Act to foster the development of manpower training amended so as to sanction the following provisions:

## I - SCOPE

The financial resources of the Training Fund shall be for the exclusive use of holders of a valid competency certificate as issued by the Commission de la construction du Québec. Details as to the eligible clients of the Fund may be determined by the decision-making authority.

## II - PURPOSE

The purpose of the Training Fund is to improve the skills of construction industry workers by supporting all forms of training and all measures considered relevant to the development and retraining of construction industry workers based on the needs of the industry, thereby promoting greater job and income stability.

The Training Fund shall, therefore, serve to promote the achievement of the aim of the Act to foster the development of manpower training (1995, Chapter 43).

## III - TRAINING FUND MANAGEMENT

### *Managing How the Training Fund is Used*

A Training Fund Management Committee shall be set up and be responsible for:

- Defining the directions and principles for the use of the Training Fund.
- Determining rules for specific uses in order to complement the general rules of use applicable to the sector concerned under this collective agreement.
- Ensuring, through various means, that the purpose of the Training Fund is achieved.
- Establishing assessment, monitoring and control procedures.
- Setting up any advisory committee.

- Establishing all internal regulations.
- Collaborating with any resources needed for its operation.
- Reporting to the Commission de la construction du Québec on the management of the Training Fund so as to be in compliance with Section 9 of the Act respecting labour relations, vocational training and manpower management in the construction industry.
- Notifying the Commission de la construction du Québec of any amendment to legislation affecting the purpose of the Training Fund.
- 5 employers' representatives. The members shall be appointed by each of the sector-based employers' associations that are members of the committee as follows:
  - 2 representatives from the institutional and commercial sector.
  - 1 representative from the industrial sector.
  - 2 representatives from the civil engineering and roads sector.
- 5 union representatives. One member shall be appointed by each of the representative associations that are members of the committee as follows:
  - 1 representative of the Fédération des travailleurs du Québec (FTQ-Construction).
  - 1 representative of the Conseil provincial du Québec des métiers de la construction (International).
  - 1 representative of CSN-Construction.
  - 1 representative of CSD-Construction.
  - 1 representative of the Syndicat québécois de la construction.

### ***Training Fund Administration***

The Commission de la construction du Québec shall be entrusted with the administration of the Training Fund. The Commission shall act as the collector, trustee and administrator of the financial resources of the Training Fund. A Training Fund Management Committee, made up of representatives of negotiating employers' and union associations, shall be established under the latter authority. The Commission de la construction du Québec shall manage the financial resources of the Training Fund in compliance with the directives of the Training Fund Management Committee.

### ***Members of Training Fund Management Committee***

The Training Fund Management Committee is made up of the following members:

- *A chairman-director general.*

The chairman-director general of the Training Fund Management Committee shall be elected by the employer and union committee members. A vote to elect the chairman-director general shall consist of an individual vote by each member, and to be elected shall require both an employer majority and union majority.

### ***Term of Chairman-Director General***

The term of the Chairman-director general shall be for 3 years and shall be renewable. The Chairman-director general shall remain in his position until his successor is appointed.

### ***Voting and Quorum***

To be valid, a decision shall be approved by both a majority on the part of the sector-based employers' associations and a majority on the part of the representative associations. Each union representative shall be entitled to one vote, the relative value of which corresponds to his level of representativeness. To be valid, a

decision shall be approved by one or several representative employees' associations where such approval equals over 50% representativeness. Each employers' representative shall have a single vote. To be valid, an employers' party decision shall be approved by representatives of 3 sectors together representing over 50% of construction industry activity.

The chairman-director general shall have no vote.

The deliberations of the active members of the Committee shall only be valid, in the case of both a general and a special meeting, when the employer representatives and union representatives each represent a majority as agreed herein for the purpose of voting.

#### IV - FINANCIAL RESOURCES

The financial resources are made up of the following:

- The amounts accumulated in the Training Plan Fund established under Order-in-Council 1883-92, as of April 25, 1993.
- The contributions paid by employers in accordance with the provisions of the collective agreements.
- Earnings on funds invested by the Commission de la construction du Québec.

#### SCHEDULE "H"

##### EMPLOYEE STATEMENT IN ACCORDANCE WITH ARTICLE 6.03, 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 démocratiques (CSD-CONSTRUCTION)

Confédération des syndicats nationaux (CSN-CONSTRUCTION)

Conseil provincial du Québec des métiers de la construction (International)

Fédération des travailleurs et travailleuses du Québec (FTQ-Construction)

Syndicat québécois 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: \_\_\_\_\_

**SCHEDULE "I"****LIST OF ARBITRATORS**

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## LIST OF ARBITRATORS

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## SCHEDULE “J”

### LETTERS OF UNDERSTANDING

Schedule “J-1”

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 24, 2007.

**Union alliance comprising  
CSD-Construction, CSN-  
Construction and Conseil  
provincial du Québec des  
métiers de la construction-  
International**

**Association des entre-  
preneurs en construc-  
tion du Québec (AECQ)**

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*Donald Fortin*

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*Alain Robert*

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*Pierre Labelle*

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*Pierre Dion*

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*Michel Fournier*

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*Pierre Ross*

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*Alain Mailhot*

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*Yves Côté*

The parties agree as follows:

1. To add an additional apprenticeship period of 2,000 hours for the roofer trade as part of the work of the occupational subcommittee and the Committee on Vocational Training in the Construction Industry (CFPIC) carried out within the review of the Regulation respecting the vocational training and qualification of manpower in the construction industry.
2. To change the present journeyman/apprentice ratio, in order to make it 3/1 for the roofer trade.
3. Upon the adoption by the CCQ board of directors of amendments to the Regulation respecting vocational training as pertaining to the roofer trade, a complementary pension plan shall be established for this trade and for tinsmiths assigned to roofing work.

To this end, the employers' contribution to the pension fund shall be increased initially by 50% of an amount equal to \$0.50. The second portion of this amount shall be added upon the enactment of the amendments to the regulation by the Government.

Such \$0.50 amount, however, shall be changed in proportion to the number of hours established for the apprenticeship period when it is found that the number of hours per apprenticeship period is less than 2,000 hours (e.g., \$0.50 for 2,000 hours, \$0.40 for 1,600 hours).

These increases shall become effective as follows: the first part of the increase as of the start of the pay period following adoption of the resolution by the CCQ and the second part following the enactment of the regulation.

**Letter of understanding concerning the operation**

**of a boom truck:** The parties hereby agree to make the necessary representations to have the Regulation respecting the vocational training and qualification of manpower in the construction industry amended so as to allow an apprentice crane operator possessing a DEP (vocational studies diploma) in this trade to operate a boom truck not equipped with a pivoting cabin, having a capacity of 25 or less tons, without the immediate supervision of a journeyman.

The parties also agree to undertake joint steps before the Commission de la construction du Québec in order that, as of the signing of this collective agreement and until such amendment to the regulation, the Commission shall authorize an apprentice crane operator possessing a DEP (vocational studies diploma) in this trade to operate a boom truck as specified in the preceding paragraph without the immediate supervision of a journeyman.

In the case of a crane rental employer, such authorization shall only be possible when all journeymen on the priority list of the employer concerned are working.

#### Schedule “J-3A”

Letter of Understanding concerning the Operation of Concrete Pumps (Distribution Mast)

As transitional measures:

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 of 32 metres or less in length, 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 (distribution mast), and 85% of the increase specified in Article 16.01 4).

In the framework of the review of the Regulation respecting the vocational training and qualification of manpower in the construction industry, the signatory parties agree to make the necessary representations to ensure that an apprentice holding a vocational studies diploma in the concrete pump operator specialty (distribution mast) may operate a concrete pump with a distribution mast of 32 metres or less in length without the immediate supervision of a journeyman.

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.

#### Schedule “J-4”

Letter of Understanding concerning the Crane Operator Trade

#### **Letter of understanding concerning steps to encourage clients to standardize their training courses:**

The parties hereby agree to draft a joint letter to ASP-Construction asking this organization to take all the necessary steps vis-à-vis the clients in the various sectors of industrial activity to have them standardize training courses for construction industry employees.

#### Schedule “J-5”

Letter of Understanding concerning the Resilient Flooring Layer Trade – Apprenticeship Plan

The signatory parties hereby agree that, during the reform of the apprenticeship plan, they will propose having three (3) apprenticeship periods for the resilient flooring layer trade.

When the new regulation is enacted (with 3 apprenticeship periods), the journeyman wage rate shall be increased. An examination of economic parameters will allow the identification of the size of the increase.

Regardless of this provision, apprentices who receive 85% of the journeyman wage rate shall retain such right.

## **SCHEDULE “M”**

Letter of Understanding concerning the Improvement of the Industry

It is hereby agreed to create a working group to study ways to improve the construction industry.

### **Mandate:**

1. To identify problems related to the industry.
2. To examine the problems identified.
3. To recommend effective measures for correcting the problems so examined.

### **Composition:**

Three (3) representatives from the union parties that are signatories to the collective agreement.

Three (3) representatives from the employer party (ACQ) that is a signatory to the collective agreement.

## **SCHEDULE “N”**

### **LETTER OF UNDERSTANDING CONCERNING THE MECHANISM FOR THE USE OF SURPLUSES 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:

1<sup>st</sup> 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 contributions planned for the same period.

2<sup>nd</sup> 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.

3<sup>rd</sup> 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.

4<sup>th</sup> 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 24, 2007.

Donald Fortin

Alain Robert

Pierre Labelle

Pierre Dion

Michel Fournier

Association des entrepreneurs en construction du Québec (AECQ)

Pierre Ross

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Union alliance comprising CSD-Construction, CSN-Construction and Conseil provincial du Québec des métiers de la construction-International

## SCHEDULE "N-1"

### 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 24, 2007.

Donald Fortin

Alain Robert

Pierre Labelle

Pierre Dion

Michel Fournier

Association des entrepreneurs en construction du Québec (AECQ)

Pierre Ross

Alain Mailhot

Yves Côté

Union alliance comprising CSD-Construction, CSN-Construction and Conseil provincial du Québec des métiers de la construction-International

## LETTER 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 24th day of May 2007.

Said agreement shall be effective as of May 24, 2007 and shall remain in force until 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.

Donald Fortin

Alain Robert

Pierre Labelle

Pierre Dion

Michel Fournier

Association des entrepreneurs en construction du Québec (AECQ)

Pierre Ross

Alain Mailhot

Yves Côté

Union alliance comprising CSD-Construction, CSN-Construction and Conseil provincial du Québec des métiers de la construction-International

## **SCHEDULE “O”**

### ***Letter of Understanding concerning the Writing and Simplification Committee***

As of the date of signing of the collective agreements, the signatory parties agree to create a Writing and Simplification Committee whose mandate will be to rewrite and simplify the text of the collective agreements, all the while adhering to the scope and meaning of the negotiated provisions.

The committee shall be composed of six (6) members: three (3) members from the ACQ and three (3) members from the signatory union parties.

In particular, the committee's mandate will consist of reviewing the structure of the collective agreements, improving the wording of the provisions to make them easier to understand, eliminating repetition and making the agreements easier to consult.

It is understood, however, that the committee's mandate does not include interpreting the text of the collective agreements.

The committee shall establish a work timetable that provides for the completion of its mandate before the expiry of the present collective agreement.

The group may collaborate with any resource person it wishes to have assist it with its work.

The signatories shall have to approve any changes recommended by the committee.

## **SCHEDULE “P”**

### ***Letter of Understanding concerning the Training Fund Joint Committee***

The signatory parties hereby agree to create a joint committee by September 1, 2007 at the latest, the number of members of which shall not exceed ten (10).

The committee's mandate shall consist of, particularly:

- Confirming the powers of the parties owning the training fund in the management of the Training Fund's financial resources.
- Reviewing training objectives in order to meet the new needs and new realities of the industry.
- Reviewing the schedules of the collective agreements concerning the training fund.

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 Construction Industry Workers Training Fund.

In the event that the contribution to the Fund is reduced, the reduction shall be applied to one of the working conditions, but only after an agreement has been reached by the signatory parties.

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

## **SIGNING OF THE COLLECTIVE AGREEMENT FOR THE INSTITUTIONAL AND COMMERCIAL SECTOR**

CSD-Construction, CSN-Construction and the Conseil provincial du Québec des métiers de la construction (International);

and

The Association de la construction du Québec (ACQ);

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 institutional and commercial sector.

This agreement shall come into effect on May 1, 2007.

IN WITNESS WHEREOF, the parties have signed this agreement in Montreal on this 30<sup>th</sup> day of April, 2007.

**For the Conseil provincial du Québec des métiers de la construction-International:**

\_\_\_\_\_  
*Pierre Labelle, President*

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*Donald Fortin,  
Director General*

\_\_\_\_\_  
*Gérard Cyr, Vice-President*

**For CSD construction**

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*Michel Fournier, President*

\_\_\_\_\_  
*Pierre Ross, Vice-President*

**For CSN-Construction**

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*Alain Mailhot, President*

\_\_\_\_\_  
*Ted Mc Laren,  
Vice-President*

\_\_\_\_\_  
*Yves Côté, coordinator*

**For the Association de la construction du Québec (ACQ):**

\_\_\_\_\_  
*Gaéтан Grondin, President*

\_\_\_\_\_  
*Louis St-Arnaud,  
Vice-President*

\_\_\_\_\_  
*Jean-Guy Cloutier,  
Vice-President -  
Director General*

\_\_\_\_\_  
*Lyne Marcoux, Consultant*

\_\_\_\_\_  
*François-Mario Lessard,  
Director, Labour Relations*