

COLLECTIVE AGREEMENT

Between:

The Board of Governors of Exhibition Place

(hereinafter called the "Employer")

-and

**Carpenters and Allied Workers, Local 27
United Brotherhood of Carpenters and Joiners of America**

(hereinafter called the "Union")

January 1, 2021 to December 31, 2024

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ARTICLE 1 - GENERAL PURPOSE

- 1.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work, and to set forth the rates of pay and other working conditions that have been agreed upon. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all journeymen carpenters and carpenters' apprentices employed by the Employer in the City of Toronto save and except persons above the rank of working Foreperson, and persons covered by any subsisting collective agreement to which the Employer is a party.
- 2.2 This Agreement shall apply to all employees in the bargaining unit defined in Article 2.1.
- 2.3 For added clarity, this Agreement covers construction and non-construction work performed by members of the above-specified bargaining unit (See Schedule A). For further clarity, the work covered by this agreement includes work at Exhibition Place for which the Ontario Labour Relations Board (OLRB) and or arbitrator has found is within the jurisdiction of the union.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes and acknowledges that the management of the Employer and its facilities and the direction of the working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that the employee has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees, select employees for positions excluded from the bargaining unit;
 - (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications;
 - (d) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods of processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications, determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and relations with the public;
 - (e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment, and employees.

- 3.2 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employers' rights.

ARTICLE 4 - UNION SECURITY

- 4.1 (a) All Employees under this Agreement shall, as a condition of employment, be members of the Union, and maintain such membership in good standing.
- (b) No person shall be refused employment or Union membership for any reason as specified in the Ontario Human Rights Code. The Union and the Employer agree that it is the right of every employee to work in an environment free from harassment and discrimination on the grounds covered by the Ontario Human Rights Code.
- 4.2 The Union agrees that the Employer will have free selection of employees hired, provided that paragraph 4.1 (a) and (b) is complied with.
- 4.3 Each employee hired shall, before commencing work obtain a work referral form, which the Union hereby agrees to provide such employees, and a copy of this form will be given by the employee to the Employer and to the Union Steward.
- 4.4 Notwithstanding the foregoing, the Employer may hire employees under this Agreement through the Union's offices. However, if the Union does not provide sufficient, suitable personnel within forty-eight hours after the request by the Employer, the Employer may hire employees from any other source providing such employees are qualified and, where applicable, hold any necessary license. Where the Employer hires such employees, it agrees that they shall apply to the Union for membership and/or accept the payment from them of an amount equal to the regular monthly Union dues. Where the employee is willing to join and/or pay such dues, the employee shall be deemed to have complied with the Union membership requirements of this Agreement. When employees are hired from sources other than the Union, and they are not members of the Union, such employee may be replaced by a member of the said Union if such Union member is referred to the Employer by the Local Union within fourteen calendar-days of the first employee's date of hire.
- 4.5 During the term of this Agreement, the Employer agrees to deduct from the first pay covering the first full pay of the current month regular monthly Union dues or
- a sum equivalent of the regular monthly Union dues as certified by the Union to be currently in effect according to the Constitution and Bylaws of the Union from the wages of each employee within the bargaining unit, and to remit the amount so deducted to the Union no later than the fifteenth of the following month.
- 4.6 The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 4.7 The Union shall indemnify and save harmless the Employer against any and all: suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 4.8 Prior to contracting out any work now performed by members of the bargaining unit, which would result in the lay-off of bargaining unit employees, the Employer agrees to consider such feasible alternatives to contracting out as the Union may propose through such discussions.
- 4.9 In the event the Employer closes its Carpenter's section of the Operations Division, Maintenance Department, it shall provide sixty (60) calendar-days written notice to the Union.

ARTICLE 5 - NO STRIKES OR LOCKOUT

- 5.1 In view of the orderly procedure established by this Agreement for the settlement of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike slowdown or stoppage of or interference with work either complete or partial and the Employer agrees that there will be no lockout of employees.

ARTICLE 6 - REPRESENTATION

- 6.1 The Employer agrees that there shall be a Union Steward in the bargaining unit who is selected by the Union and who has completed their probationary period. The Union shall notify the Employer in writing of the name of such Steward at the time of their appointment and the Employer shall not be required to recognize any Steward until it has been so notified in writing.
- 6.2 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by the Union's representatives only.
- 6.3 A Steward shall not leave their regular duties to investigate any grievance or for any purpose without first obtaining the permission of their supervisor and the supervisor of any employee to whom the employee wishes to speak. It is understood that the permission of the supervisors shall not be unreasonably withheld. It is further understood that Stewards will not absent themselves from their regular duties unreasonably.
- 6.4 The Union representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer. Such consent shall not be reasonably withheld.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 An employee who has a complaint relating to the interpretation or alleged violation of this Agreement shall first discuss their complaint with their Supervisor within five (5) working-days following the circumstances giving rise to the complaint. If such complaint is not resolved to the satisfaction of the employee, the employee may file a formal grievance at Step One. The following grievance procedure shall apply with the time limits strictly observed as set out by this Article.

STEP 1

Should the employee be dissatisfied with the Supervisor's disposition of the complaint, the employee may refer such matter in writing to their Supervisor and the Union Representative within five (5) working-days of receiving the response (and in so doing may have the assistance of the Union Representative if the employee so desires) and the Supervisor shall answer the grievance in writing within seven (7) calendar-days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within seven (7) calendar-days of receipt of the reply of the Supervisor to the complaint. The grievance shall specify the article or articles of the Agreement of which a violation is alleged, contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the employee.

STEP 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1 the Union representative shall meet with the representatives of management within ten (10) calendar-days or a time mutually agreed to discuss the grievance. The grievor may be in attendance at the request of either party. If a settlement is not reached within five (5) calendar-days of this meeting, it may be referred to arbitration as hereinafter provided.

- 7.2 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten working-days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 9 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees,

which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

- 7.3 Any complaint or grievance which is not commenced or processed through the next step of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.
- 7.4 Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 7.2 and any employee shall not appeal directly to any Board member or Official of the Employer.

ARTICLE 8 - DISCHARGE AND SUSPENSION CASES

- 8.1 An employee who has acquired seniority and who is discharged or suspended shall be given a reasonable opportunity to meet with their Steward before leaving the Employer's premises.
- 8.2 An employee who has acquired seniority and who is discharged or suspended for more than three working-days may file a grievance at Step 2 of the Grievance Procedure within seven calendar-days after such discharge or suspension. An employee suspended for three working-days or less shall take up their grievance at Step 1.
- 8.3 Where a grievance, which is filed under Article 8.2, is not settled the grievance may be referred to arbitration in accordance with Article 9.

ARTICLE 9 - ARBITRATION

- 9.1 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration.

Grievances submitted to arbitration shall be determined by a single arbitrator unless either-party requests that the grievance be determined by a Board of Arbitration.

If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 27 shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working-days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working-days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 27 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

- 9.1 (b) For an arbitration regarding discharge or suspension cases, an Arbitrator or Arbitration Board may make a ruling based on the following:

- I. confirming the Employer's action;
- II. reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case);

III. disposing of the grievance in any other manner which may be just and equitable.

- 9.2 The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator, or the Board of Arbitration as the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.3 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and parties will jointly share the expenses of the Arbitration Board, or single arbitrator, if any.
- 9.4 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 9.5 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.6 Where both parties hereto agree, a sole arbitrator may hear a grievance and the other provisions of this Article shall apply fully with necessary modifications.
- 9.7 Nothing specified in Article 9 prevents either party's ability to apply for expedited arbitration under section 49 under the Ontario Labour Relations Act.

ARTICLE 10 - SENIORITY

- 10.1 New employees will be considered as probationary employees until after they have completed a total of ninety (90) days worked in a calendar year for the Employer, or until paragraph 10.4 is complied with, whichever is the greater.
- 10.2 (a) subject to Article 10.4 below, after having completed a total of ninety (90) days worked in a calendar year, the employee shall commence to acquire seniority and shall be credited with ninety (90) days seniority.
- (b) seniority shall be accrued from the last date of hire subject to clause 10.1 and 10.6E).
- 10.3 A probationary employee shall have no seniority rights during their probationary period. It is recognized and agreed that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer. Such discharge cases will not be subject to the grievance or arbitration procedures contained in this Agreement except where Article 4.1 (b) is violated.
- 10.4 An apprentice shall not acquire seniority until the employee has successfully completed the apprenticeship programme and has continued employment with the Employer, at which time the employee shall be credited with seniority as set out in Appendix 'A' effective from date of employment as a Journeyman.
- 10.5 Seniority shall be the deciding factor in the event of lay-offs or recalls, providing that any such senior employee has the ability and qualifications to perform the normal required work.
- 10.6 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if the employee voluntarily quits;
- (b) if the employee retires;

- (c) if the employee is discharged for any cause and not reinstated through the grievance procedures;
 - (d) if the employee fails to report for duty after a lay-off or leave of absence in accordance with this Agreement;
 - (e) if the employee is laid off for a period equal to their seniority or twelve (12) months, whichever is shorter;
 - (f) if the employee is absent from work for three (3) scheduled working-days without notifying the Employer, or fails to provide a reason for the absence which is acceptable to the Employer;
 - (g) if the employee is absent from work due to illness or non-work-related injury for more than one (1) year or a period equal to their seniority, whichever is shorter.
- 10.7 When an employee resigns, is laid off, or is discharged their Record of Employment will be sent electronically to Employment Insurance and employees will receive their regular pay and all other payments through direct deposit. Questions regarding an ROE or payment of wages are to be directed to the Payroll Manager.
- 10.8 When recalling an employee after lay-off, the employee shall be notified by e-mail and allowed forty-eight hours to report for work and, in the meantime, if any employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the forty-eight-hour period as outlined. An employee to whom an e-mail is sent in accordance with this Article must contact the Employer within forty-eight hours of the notice of return to work if the employee wishes the Employer to hold the job open for them for the full forty-eight-hour period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address, e-mail, and telephone number so that they will be up to date at all times.
- 10.9 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority for a period of six months after promotion, and if transferred back into the bargaining unit the time served in such position shall be included in their seniority standing.
- 10.10 Seniority lists will be supplied to the Union as requested, up to twice per year

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 The regular work week shall consist of 37 1/2 hours worked in five (5) days, Monday to Friday inclusive. The regular workday shall consist of 7 1/2 hours per day. The Employer shall provide one week's notice of a change in shift. However, the hours may be moved under special circumstances or due to operational need, without one week's notice. In special circumstances, or when there is such operational need to change a shift, the employee and Steward will be given notice where practicable.
- The Employer may schedule staggered start times between the normal working hours of 6:00 a.m. to 6:00 p.m.
- 11.2 A one-half hour lunch period shall be provided without pay.
- 11.3 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another rest period of fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.
- 11.4 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- 11.5 Employees shall be permitted to devote the last fifteen (15) minutes of their assigned shift to clean-up/wash-up and complete/submit their PM logs into CMMS software.

OVERTIME

- 11.6 Time and one-half an employee's straight-time hourly rate shall be paid for the first three (3) hours in excess of 7 1/2 hours and double time thereafter in any one day, Monday to Friday inclusive, subject to Articles 11.1 and 11.7.
- 11.7 Time and one-half the employee's straight-time hourly rate shall be paid for all hours worked on Saturday, Sunday, or a Statutory Holiday. Payments under this paragraph are premiums for working on Saturday, Sunday, or the Statutory Holiday, as the case may be, and if an employee works on either day and such work is part of their regular shift on the preceding or subsequent day (e.g., part of the regular Friday shift which ends on the Saturday), the employee will not be paid any premium under this paragraph.

Notwithstanding the foregoing, management is entitled to reassign staff to a weekend shift where premium rates do not apply for the following three (3) shows/events during a calendar year: 'One of a Kind Show & Sale' (Fall), 'One of a Kind Show & Sale' (Spring) and 'National Home Show'.

- 11.8 For the purpose of 11.6, the following days shall be recognized as Statutory Holidays:
- | | | |
|----------------|---------------|------------------|
| New Year's Day | Canada Day | Thanksgiving Day |
| Family Day | Civic Holiday | Christmas Day |
| Good Friday | Labour Day | Boxing Day |
| Victoria Day | | |
- 11.9 Overtime premiums paid for any hour excludes that hour for consideration for overtime premiums on any other basis or for any other premiums, thus eliminating the pyramiding of any premiums.
- 11.10 Should overtime be scheduled then the Employer shall distribute overtime as equitably as practicable and in a nondiscriminatory manner. All overtime work is to be performed on a voluntary basis, provided however, that if sufficient employees who normally perform the work do not volunteer, and then the Employer shall assign the overtime work on a mandatory basis.

ARTICLE 12 - SHIFT PREMIUMS

- 12.1 The shift 6:00 a.m. to 6:00 p.m. is the regular shift and any work started in that window is paid at the regular rate until 6:00 PM. Then it will be paid a time and a 7th. Also, any work starting before 6:00 AM will be paid at time and a 7th then back to regular time at 6:00 AM. This premium shall be paid for actual hours worked and no overtime or other premium shall be calculated thereon. Shift premiums shall not be paid in addition to overtime rates.

ARTICLE 13 - VACATION PAY AND STATUTORY HOLIDAYS

- 13.1 Employees shall be paid vacation pay at the rate of four per cent (4%) of the amount of the employee's total wages and shall be paid statutory holiday pay at the rate of six per cent (6%) of total wages, for a total of ten per cent (10%). After 3 years of service, vacation pay shall increase to the rate of six per cent (6%) of the amount of the employee's total wages and shall be paid statutory holiday pay shall remain at the rate of six per cent (6%) of total wages, for a total of twelve per cent (12%)
- 13.2 Payment of such vacation-pay and statutory holiday-pay shall be made to Carpenters Local 27 Vacation Pay Trust Fund, in trust for the employee. The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 13.3 The aforesaid vacation-pay and statutory holiday pay is agreed and shall be deemed to be in accordance with the Employment Standards Act and is agreed to provide benefits equal to or better than required by the Employment Standards Act.

- 13.4 Time off for vacations shall be arranged by mutual agreement between the Employer and employee with a minimum of three weeks to be taken by each employee during a period of anyone year. Where a holiday occurs during a vacation period, one (1) additional day will be granted.

ARTICLE 14 - CALL-IN PAY

- 14.1 If any employee is called into work after having left the Employer's premises and after completion of their regularly scheduled shift, the employee shall receive a minimum of four (4) hours' pay at their straight-time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

ARTICLE 15 - REPORTING PAY

- 15.1 Unless employees are notified prior to leaving home not to report to work, employees who report for work at the regular starting time and for whom no work is available, shall receive not less than two (2) hours of alternate work, or in the case of inclement weather, not less than one (1) hour of alternate work, such as may be available within the bargaining unit, or if no such work is available, shall receive two (2) hours' pay or one (1) hours' pay, as the case may be, at their straight-time hourly rate.
- 15.2 The provisions of this paragraph shall not apply in the event of strikes, power failures, or any other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided their current address and telephone number to the Employer or has been absent from work or on vacation on the preceding working day.

ARTICLE 16 - FRINGE BENEFITS

16.1 HEALTH & WELFARE:

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each hour worked by each employee:

Effective January 1st, 2016 - \$2.35.

Effective April 5, 2022 - \$3.48.

Effective January 1st, 2016, the Employer shall deduct from each employee's wages \$0.50 per hour worked and remit to the Carpenters Local 27 Welfare Trust Fund.

16.2 PENSION

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each hour worked by each employee:

Effective January 1st, 2016 - \$6.96 - Journeypersons and \$7.06 Forepersons

Effective January 1st, 2016, the Employer shall deduct from each employee's wages seventy-six cents (\$0.76) per hour worked and remit to the Carpenters Local 27 Pension Plan.

Effective April 5, 2022 - \$7.00 - Journeypersons and \$7.06 Forepersons

It is understood that all pension contributions are set at \$7.00 per hour, and monetary pension increases in excess of this amount for the term of this agreement shall be remitted to the CDC Fund.

16.3 TRAINING TRUST FUND

Effective January 1st, 2016 , the Employer shall contribute to the Carpenters Local 27 Training Trust Fund \$0.20 for each hour worked by each employee, until April 4, 2022.

16.3 a) APPRENTICESHIP FUND

Effective April 5th, 2022, the Employer shall contribute to the Carpenters Local 27 Apprenticeship Fund \$1.21 for each hour worked by each employee.

ARTICLE 17 - JOB CLASSIFICATIONS AND RATES OF PAY

- 17.1 The job classifications and rates of pay shall be as set forth in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 18 - JURISDICTIONAL DISPUTES

- 18.1 When a dispute arises between the Union which is party to this Agreement and any other union, persons, or organization with respect to a work claim, the parties involved shall first meet with the employer in an effort to settle the dispute to the satisfaction of all parties concerned and no grievance or referral to the Ontario Labour Relations Board shall be filed until such meetings have occurred. If such dispute cannot be settled to the satisfaction of all parties concerned, it shall be processed within five days of the aforesaid meeting between the parties as a complaint to the OLRB pursuant to Section 99 of the Labour Relations Act S.O.1995 c. 1, as amended, and in the meantime, work will continue as assigned by the Employer until otherwise directed by the OLRB.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.1 The Employer shall pay an employee up to four (4) consecutive days at the employee's straight-time hourly rate for all regular time lost, in the event of the death of the employee's wife, husband, father, mother, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law or grandparent. Payment shall be made only to the extent of time lost while making arrangements for and / or attending the funeral. In order to qualify the employee must:
- a. have completed their probationary period, and
 - b. may be required by the Employer to provide satisfactory proof of death
- 19.2 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, paid holidays, while on vacation or leave of absence or for any other period during which they would not have worked.

ARTICLE 20 –JURY DUTY, CROWN WITNESS AND PERSONAL EMERGENCY LEAVE

- 20.1 The Employer shall provide up to three (3) days of paid leave per year to any employee who is summoned for jury duty or Crown witness service, subject to the employee providing the Employer with satisfactory documentation supporting the days of absences necessitated by the summons. The employee may elect to use these three (3) days for paid leave due to personal illness, injury or medical emergency or the illness, injury, medical emergency, or urgent matter concerning a family member. Family members consist of those individuals who are identified as such under the Family Responsibility Leave provisions of the *Employment Standards Act, 2000*.

ARTICLE 21 - INJURY ALLOWANCE

- 21.1 An employee injured on the job shall be paid for the balance of the shift, in which the injury occurs, if, as a result of such injury, the employee is sent to the hospital on the Employer's instructions. The employee shall return to work on the same date, unless otherwise instructed by the medical attendant.

ARTICLE 22 - PROTECTIVE EQUIPMENT / TOOL ALLOWANCE

- 22 .1 All safety equipment which is required by the Occupational Health & Safety Act and Regulations for Industrial Establishments of Ontario R.S.O. 1990, c. 1 shall be supplied by the Employer, subject to paragraph 21.2.
- 22 .2 The Employer shall accumulate for each employee with seniority, the sum of eight cents (\$0.08) per hour worked for the purpose of purchasing 'greenpatch/OMEGA' safety footwear or tools. Subject to Foreperson verification and management approval, the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear or tools. At the end of each calendar year or time of layoff, the remaining funds will be paid out to the member at that time. The fund will be zeroed out and not carried over.

ARTICLE 23 - TOOL LOCK-UP

- 23.1 The Employer shall provide a safe and weatherproof place with adequate shelving for employees to store their tools and clothing. Such place shall be kept locked at times when not in use.

ARTICLE 24 - PAY EQUITY

- 24.1 The parties agree that as of January 1st, 1990, there are no female dominated job classes within the bargaining unit, and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan.

24.2 SINGULAR - PLURAL

In this Agreement, any references to the singular shall include the plural and references to the plural shall include the singular.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- 25.1 In the event of technological change affecting the Carpenters on staff the Employer and the Union will discuss the implementation of this technology.
- 25.2 In the event of the technological change necessitating specific training the Employer and the Union will meet to discuss the manner to best provide this training.

ARTICLE 26 - DURATION

- 26.1 This Agreement shall commence on the 1st day of January 2021 and end on the 31st day of December 2024 and continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

For the Union:

Paul Daly
President

Kevin Harrigan
Union Representative

Chris Crompton
Union Representative

Dana Gidge
Union Representative

For the Employer:

Don Boyle
Chief Executive Officer

Hardat Persaud
Chief Financial Officer & Corporate Secretary

Mark Goss
General Manager Operations

Paul Torkan
Director of Operations, Facilities

APPENDIX 'A' CLASSIFICATION & RATES OF PAY

For the period between January 1, 2021, and the date of ratification, inclusive, and considering that the Employer has or will have applied the status quo (in existence as of December 31, 2020), employees shall receive pay increases in accordance with the following schedule:

A 1.25% retroactive increase on total compensation earned under the Maintenance Agreement in respect of the period between January 1, 2021, and December 31, 2021, inclusive; a further increase of 1.25% on total compensation earned under the Maintenance Agreement in respect of the period between January 1, 2022, and the date of ratification, inclusive. Thereafter, the new blended rates for wages and fringe benefits, as set out in this Memorandum of Agreement, shall apply, and shall remain in effect until the parties have ratified their next collective agreement for the period following December 31, 2024. The Lead Hand Premium (8% above Journeyperson's rate) will be paid only for hours when the employer determines in its discretion that a Lead Hand is required, and a person is designated as such.

	Jan. 1, 2021	Jan. 1, 2022	April 5, 2022	Jan. 1, 2023	Jan. 1, 2024
Journeyperson	2021	2022	2022	2023	2024
Percentage increase	1.25%	1.25%	Blended Rate	1.50%	1.75%
Funds	\$ 0.09	\$ 0.09	\$ 1.06	\$ 1.08	\$ 1.09
Wages	\$ 34.31	\$ 34.74	\$ 37.53	\$ 38.09	\$ 38.76
Vac. Pay/Stat. Hoi. (+ 10% then 12%)	\$ 3.43	\$ 3.52	\$ 4.50	\$ 4.57	\$ 4.65
H&W (subject to P.S.T.)	\$ 2.35	\$ 2.35	\$ 3.48	\$ 3.54	\$ 3.59
Pension	\$ 6.96	\$ 6.96	\$ 7.00	\$ 7.00	\$ 7.00
Administration Fund			\$ 0.13	\$ 0.13	\$ 0.13
Promo Fund			\$ 0.17	\$ 0.17	\$ 0.18
Apprenticeship (Training)	\$ 0.20	\$ 0.20	\$ 1.21	\$ 1.23	\$ 1.25
CDC NA Fund			\$ 0.06	\$ 0.06	\$ 0.06
CDC Fund			\$ 0.90	\$ 1.02	\$ 1.16
Retiree Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$47.34	\$47.86	\$56.04	\$56.89	\$57.88
Foreperson (10% above Journeyperson)	Jan. 1, 2021	Jan. 1, 2022	April 5, 2022	Jan. 1, 2023	Jan. 1, 2024
Percentage increase	1.25%	1.25%	Blended rate	1.25%	1.75%
Funds			\$ 1.06	\$ 1.08	\$ 1.09
Wages	\$ 37.74	\$ 38.22	\$ 41.28	\$ 41.90	\$ 42.64
Vac. Pay/Stat. Hoi. (+ 10% then 12%)	\$ 3.77	\$ 3.87	\$ 4.95	\$ 5.03	\$ 5.12
H&W (subject to P.S.T.)	\$ 2.35	\$ 2.35	\$ 3.48	\$ 3.53	\$ 3.59
Pension	\$ 6.96	\$ 6.96	\$ 7.06	\$ 7.06	\$ 7.06
Administration Fund			\$ 0.13	\$ 0.13	\$ 0.13
Promo Fund			\$ 0.17	\$ 0.17	\$ 0.18
Apprenticeship (Training)	\$ 0.20	\$ 0.20	\$ 1.21	\$ 1.23	\$ 1.25
CDC NA Fund			\$ 0.06	\$ 0.06	\$ 0.06
CDC Fund			\$ 0.90	\$ 1.02	\$ 1.16
Retiree Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$51.03	\$51.60	\$60.25	\$61.21	\$62.28

The Lead Hand Premium (8% above Journeyperson's rate) will be paid only for hours when the employer determines in its discretion that a Lead Hand is required, and a person is designated as such:

Apprentice Wage Schedule - percentage of Journeyperson's rate / seniority credit:

1 st Term	0 - 1800 hours	56%	25%
2 nd Term	1801 – 3600 hours	66%	50%
3 rd Term	3601 – 5400 hours	76%	70%
4 th Term	5401 – 7200 hours	91%	85%

Journeyperson wage: upon acquisition of 7200 hours worked and successful completion of all mandatory Union and Governmental testing / certification.

Appendix 'B'

LETTER OF UNDERSTANDING

Between:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

- and -

CARPENTERS AND ALLIED WORKERS, LOCAL 27

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(hereinafter called the "Union")

RE: TENANTED FACILITIES (also known as Leased Properties or Leased Facilities) AND CAPITAL PROJECTS

The parties acknowledge that the Employer's facilities include premises which are leased to third party tenants and where the Employer is a landlord to current and future tenants.

In recognition of the Employer's need to maintain its competitiveness as a commercial landlord, and in the spirit of ensuring fair and reasonable work opportunities for individuals employed in the bargaining unit, the parties hereby agree to the terms set out below.

1. A) **Work by tenants**
If a tenant is responsible under the applicable lease for performing work in connection with a tenanted facility, it is not necessary for such work to be performed by contractors who are in contractual relations with the Union (hereafter referred to as "Union Contractors") and the tenant may choose to use non-Union Contractors to perform the work.
- B) **All work performed in the following facilities shall be performed in accordance with the Collective Agreement:** Enercare Centre, Better Living Centre, General Services Building, Beanfield Centre, Queen Elizabeth Exhibit Hall and Horse Palace (non-tenanted areas), Band Shell Stage, Centennial Square, Substations (except substations in MLSE buildings and Hotel X), all outdoor carpentry work (except attached to or on tenanted property).
2. **Show/Event installation work by tenants:** If a tenant requires installation work for the purposes of a show or event, it is not necessary for such work to be performed by Union Contractors provided the total value of the carpentry portion of the installation work is less than \$500,000, and the tenant may choose to use non-Union Contractors to perform the carpentry work. If the carpentry work has a total value equal to or above \$500,000.00, the carpentry work must be performed by Union Contractors.

3. **Capital Projects by tenants.** For the purposes of this Letter of Understanding, a capital project means the installation of new capital asset or improvements or expansions to an existing capital asset. If the value of a capital project carried out by a tenant has a total value of less than \$5 million, it is not necessary for the carpentry work to be performed by Union Contractors, and the tenant may choose to use non-Union Contractors. If the total value of the capital project is at or above \$5 million, the work must be performed by Union Contractors.
4. **Capital Projects by the Employer.** The carpentry portion of capital projects carried out by the Employer shall be performed by members of the bargaining unit and/or Union Contractors, with the exception of proprietary work. Proprietary work means work that must be performed by third party vendors, and where the vendor is entitled to assign its own workers to perform the work, pursuant to the contractual terms and/or conditions between the vendor and the Employer.
5. **Expedited dispute resolution.** An expedited dispute resolution process shall apply to disputes arising under this Letter of Understanding. If the Union believes there has been a violation of this Letter of Understanding, the Union may grieve the matter pursuant to the grievance procedure. Following a single grievance meeting that shall take place at Step 2 of the Grievance Procedure, if no resolution is reached, the matter shall be referred to arbitration before one the following arbitrators who is able to convene a hearing date within 45 days of the grievance referral. The Arbitrator to be agreed upon by both parties.

Dated at Toronto this 18 day of February, 2022.

For the Union:

Paul Daly
Paul Daly
President,

Kevin Harrigan
Kevin Harrigan
Union Representative

Chris Compton
Chris Compton,
Union Representative

Dana Gidge
Dana Gidge

For the Employer:

Paul Torkan
Paul Torkan,
Director, Operations & Facility Services

Kelvin Seow
Kelvin Seow,
Director, Stakeholder Management & Strategic
Planning

Bruce Appelbohm
Bruce Appelbohm,
Physical Assets Coordinator

Appendix 'C'

Letter of Understanding

If the Employer enters into a collective agreement with any other trade union that provides for a base wage increase higher than 1.75% in respect of the period commencing on January 1, 2024 and ending December 31, 2024, the percentage of base wage increase for that same period under this Agreement (i.e., January 1, 2024 to December 31, 2024 inclusive) shall be deemed to be increased forthwith to provide for the same percentage increase to total compensation. Any dispute concerning this Letter of Understanding may be dealt with pursuant to the grievance arbitration procedure.

The employer supports all efforts by the union and its members to irradicate racism, intolerance, incivility, and harassment as they divide and weaken the workplace.

CHARTER OF

INCLUSIVE WORKPLACES & COMMUNITIES



Discrimination in all its forms threatens our country's rich social fabric, including the workplaces of union members and the communities in which we live. Dividing people because of race, religion, ancestry or any other difference that undermines human rights serves only to weaken our unions and our society. We commit to standing up for the rights and dignity of everyone in order to promote inclusive, just and respectful workplaces and communities.

THAT IS WHY WE AFFIRM THAT:

- 1** ANTI-BLACK AND ANTI-INDIGENOUS RACISM AND ALL OTHER FORMS OF RACISM, XENOPHOBIA, ISLAMOPHOBIA, ANTI-SEMITISM AND BIGOTRY HAVE NOT PLACE IN OUR WORKPLACES OR COMMUNITIES.
- 2** DISCRIMINATION AND ACTS OF HATE AGAINST UNION MEMBERS AND OTHERS IN OUR COMMUNITIES MARGINALIZES INDIVIDUALS AND GROUPS AND EXCLUDES THEM FROM PARTICIPATING FULLY IN OUR UNION, WORKPLACES AND THEIR COMMUNITIES.
- 3** THE DIGNITY OF EVERY MEMBER IS ESSENTIAL TO A HEALTHY AND VIBRANT UNION AND WORKPLACE.
- 4** AS A LABOUR MOVEMENT, WE WILL WORK WITH ALL LEVELS OF GOVERNMENT, INDIGENOUS PEOPLES, CIVIL SOCIETY AND COMMUNITIES TO DEVELOP POLICIES, PROGRAMS AND INITIATIVES TO REDUCE AND ELIMINATE RACISM, HATE AND BIGOTRY IN ALL ITS FORMS.
- 5** BY WORKING TOGETHER, WE CAN NURTURE INCLUSIVE WORKPLACES AND STRENGTHEN OUR SHARED COMMITMENT TO OUR UNION'S SHARED VALUES OF EQUALITY, RESPECT, JUSTICE, AND DIGNITY FOR ALL.

SCHEDULE "A"

1. Heavy engineering, highway and bridge work; industrial, commercial and institutional work; building work on pipeline construction, sewers and watermain.
2. Laying out lines, measurements, grades and stakes; driving and levelling stakes, building and setting out all batter boards and locating lines on same as it pertains to the trade.
3. Driving and levelling all stakes; building all batter boards and locating lines on same.
4. The operation and use of layout instruments as it pertains to the trade including but not limited to auto levels and lasers.
5. The construction, erecting, and dismantling of all temporary buildings, shacks, tool cribs; hoarding and guard rails; all levelling, cribbing, blocking and skirting of portable buildings and trailers, and dismantling of same.
6. The erection of all safety barriers.
7. The fabrication of all ladders, saw horses and work-benches.
8. Framing and erecting of wood buildings including prefabrication on site.
9. When material is stock-piled in the working area, it shall then be handled by carpenters.
10. The layout, cutting, preparing, prefabrication, installation and repairing of any and all light and heavy gauge steel framing components and buildings. Including but not limited to sills, joists, subfloors, bridging, blocking, strapping, plates and studs, lintels, rafters, trusses, ripples, fascia and ridge excluding Red Iron.
11. Pile driving work, including the handling, driving, bracing, plumbing, cutting off and capping of piling, sheet piling, and tie backs whether of wood, metal or concrete, regardless of size or shape, the pulling, extracting or salvaging of such piling; and the cutting and placing of lagging.
12. The placing of all whaling, spring and fender lines and guard rails of wood or metal; the framing, boring, drilling or burning of holes.
13. The heading and splicing of wood piling, and making of wood sheet piling; the welding, cutting or burning of metal piling; the loading, unloading, framing, erecting, dismantling and handling of drivers, derricks, cranes and other pile driving equipment.
14. Carpentry work on wharves, docks, seawalls and breakwaters.
15. Underwater work on bulkheads, wharves, docks, caissons, bridges, viaducts and trestles, as well as salvage and reclamation work where divers are employed.
16. Diver tendering.
17. Core drilling related to underwater work.
18. Pipelines for waterworks and power plants requiring diving.
19. The installation and maintenance of soil stabilization systems.
20. Carpentry work in relation to rip rap.
21. The milling, fashioning, joining, assembling, erecting, fastening, or dismantling of materials of wood, plastic, metal, fibre, cork and composition, and other substitute materials; the on-site production of components composed of wood and substitute materials either by the operation of machinery or hand tools; the on-site production of concrete components made by precasting, poststressing or by prestressing.
22. The building, erecting and setting of supports, falsework, and forms to receive concrete whether of wood, metal (not including Q deck or similar metal deck), plastic, fibreglass or any other material; the building and setting of all centres and bulkheads; the fitting and setting of all accessories and hardware required in any form including steel jacks, wedges and clamps and the burning and welding of same; the removal and dismantling of forms, falsework and accessories.
23. The fastening on of all wooden, plastic or composition cleats to iron work or other materials; the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods.
24. The installation of any miscellaneous imbedded metal including any welding of same in concrete.
25. The setting, joining, welding and installation of waterstops, weather bars and expansion joints where it applies to concrete work.
26. All forming associated with cast in place fireproofing of beams and columns.

27. The installation of screeds for concrete floors except for metal decks.
28. The on-site fabrication of snap ties and tie rods.
29. The installation of precast trench systems and pre-engineered surface drainage systems imbedded in concrete such as Polydrain, within the building.
30. The building of manholes and catch basins and stripping of same inside the building.
31. The layout, levelling, assembly, bracing and aligning of all insulated concrete forms and any and all associated hardware and/or accessories.
32. The laying out and installing of all inserts, bulkheads, bucks and blockouts in insulated concrete forms.
33. Where power rigging is used for the handling, setting, or dismantling of forms or any other material erected by carpenters, handling and signaling will be done by the carpenters: the on-site fabrication, handling, setting of all templates and inserts, including anchor bolts necessary for structural members or machinery and the placing and levelling of same whether rigged by hand or power; the erection, operation and alignment of all slip forms, whether hydraulic or manually operated.
34. Weatherproofing, environmental protection and enclosures including installation of poly, tarps and "Rino Wrap" as it relates to Carpenters work. Erection of all dust protection barriers.
35. All welding and acetylene burning in connection with work covered in the carpenter's jurisdiction except for specialty trades.
36. The erection of porcelain metal panels and metal siding.
37. The installation of all pre-built, either on-site, or off-site, light weight exterior component systems, such as but not limited to, EIFS System including all the metal framing, gypsum board, the insulation, and all attachment including all welding related to this work.
38. The installation of lead baffles or lead liners to walls, aluminum framing, plastic moldings and any other work incidental to same.
39. Carpentry work in connection with weather protection.
40. The building, erecting ready for use of scaffolding and the dismantling of same.
41. The setting of door frames and hanging of doors of metal, wood and any other composition, including man doors, overhead doors, dock levellers, seals and shelters, sliding doors, rolling curtain doors and grills, sliding and bi-parting doors, multi-blade doors, strip doors and rapid acting doors, metal clad doors as well as all on site hoisting and handling of such materials, and installing hardware by any means; the setting of window frames and hanging of sash, inside and outside blinds, windows and other frames.
42. The erection and installation of all metal studs or similar materials including all types of gypsum wallboard or panel installations by whatever means of fastening regardless of finish.
43. Lath work and related items, including gypsum lath, metal lath, and metal corner beads.
44. Installation of ceiling heat panels.
45. Rigging into place and setting and aligning of laminated beams, posts, trusses or arches and composition panels, both interior or exterior, and modular or prefabricated structures; the handling and erection of metal buildings.
46. The on-site assembly and erection of all wood, metal, plastic and composition partitions, including any welding of a plastic material, perimeter and curtain walls, whether built in place or prefabricated; the erection and installation or application of all shingles, shakes, siding, (horizontal, vertical, panels), wallboard or sheets composed of wood, pulp, plastic, plaster, asbestos or composition materials or any other material including combined or faced with metal or vinyl by whatever means of fastening.
47. The setting and installation of all wood and vinyl windows and frames including all necessary hardware.
48. Installation of aluminum doors and frames in prefabricated demountable partition systems.
49. All acoustical and decorative ceiling systems and related work in their entirety, regardless of material content, commonly known as Direct Hung Suspension System, Attached Concealed System without Backing Board, Furring Bar Attached System, Furring Bar Suspension System, Indirect Hung System and any ceiling system that may evolve in the future; all backing board used in conjunction with ceiling systems.
50. Welding of studs or other fastenings to receive materials being applied by carpenters.
51. Application of fabric acoustic systems of any kind.
52. The erection, on-site fabrication and assembly and installation of store fixtures; the laying of all canvas roofs and decks; the application of all insulation for thermal weather-proofing or sound-proofing purposes

applied by any means; the welding on of all work herein mentioned; the setting, plumbing and bracing of sash made of wood, steel, aluminum, or plastic; the installation of trim made of metal, wood or composition material; rubber bumpers at holding docks or any materials referred to as trim shall be installed by carpenters.

53. The preparation of sub surfaces, the preparation and layment of resilient surfaces, the laying of plywood as underlayment, the fitting of all devices - metal or otherwise - and the drilling of holes, to receive the complete installation of resilient floor covering or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, carpet, carpet tile, natural or synthetic latex, magnesite in liquid compound - in molded molten form - on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds - of metal, natural or synthetic fabric, synthetic turf or other synthetic materials.
54. The laying, sanding, finishing and sealing of hardwood floors including the laying of sleepers, sub floors, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring.
55. The installation of laboratory, institutional fixtures, and equipment, also cabinets, and work-benches, bookcases and cabinets, either separately or in connection with heating or air conditioning units; the installation of blackboards, bulletin boards, billboards, meter boards and backboards of all types.
56. The installation of freezer or cold storage rooms, and facilities including walk in coolers and freezer rooms.
57. The assembling, laying-out, handling, and setting of all seating in theatres, halls, churches, schools, banks, stadiums and open air theatres and other buildings or structures.
58. The handling and installation of all mill and cabinet work.
59. The installation of access and computer flooring and components.
60. Fabrication and setting of screeds for concrete and mastic floors.
61. Installation of runways and stages.
62. Cutting and framing of openings.
63. Backing for fixtures.
64. Grounds for furring and strapping.
65. Installation of wood and metal shelving racks and louvres.
66. Installation of wood and metal cabinets.
67. Installation of drapery fixtures and hardware.
68. Installation of sink tops and cabinets.
69. Corion Counter Tops
70. Installation of washroom accessories and toilet partitions.
71. Installation of Lockers.
72. The installation of arena and skating rink boards and glass and any associated work including cutting of backing supports.
73. The cutting, shaping and installation of plexi-glass and like materials in wood framing.
74. Carpentry work in connection with bowling alleys and squash courts.
75. The on-site building and installation of wooden staircases.
76. The installation of gym and arena rubber, cushion or specialty floors.
77. The installation of all types of insulation as related to carpentry work.
78. The cutting and installation of plastic composite grating.
79. The installation of fiberglass reinforced plastic laminated-to-wood wall coverings.
80. The laminating, cutting, gluing and installation of all plastic laminates such as Formica and Arborite.
81. The application and/or installing of all insulation for weatherproofing or soundproofing applied by any means, when enclosed in steel or wood framed walls.
82. The installation of all slot machine base cabinets, carousels and slot machines, and gaming tables.
83. The installation of all fabric wrapped acoustical wall panels.
84. The erection, dismantling and revamping of cooling water towers made of wood, metal, plastic, fiberglass or composition material. Including the unloading of trucks, stock piling and distribution of all materials and clean up of same.
85. Cutting, laying and fastening of wood deck protection on roofs.
86. Weather-stripping, caulking, and sealing and work in connection therewith.

87. Fireproofing beams and columns.
88. Handling of lumber and drywall.
89. Handling of store fixtures.
90. Carpenters work in relation to the building and erecting of clean rooms.
91. Carpentry work related to the installation of vapour barrier.
92. The installation of wood roof blocking.
93. The tending of carpenters.
94. The daily clean up associated with carpentry work.
95. The operation of forklifts for specialty contractors.
96. All carpentry work associated with mass timber and/or CLT systems, including all connectors, braces and fasteners.

The above list is subject to the Employer's right to assert/claim that certain listed work is not performed by the Union in certain areas of the province.

