

Collective
Agreement

2021
2025



RESIDENTIAL

SECTOR

COLLECTIVE AGREEMENT 2021 - 2025

FOR THE RESIDENTIAL SECTOR OF THE CONSTRUCTION INDUSTRY

**Reached between the APCHQ and
the Centrale des syndicats démocratiques
(CSD Construction), the Confédération des
syndicats nationaux (CSN-Construction),
the Conseil provincial du Québec
des métiers de la construction
(International),
the Fédération des travailleurs
et travailleuses du Québec
(FTQ-Construction)
and the Syndicat Québécois
de la construction (SQC)**

TABLE OF CONTENTS

			SCHEDULE "R-1"	WAGES – HEAVY RESIDENTIAL CONSTRUCTION (ART. 21.01 2)	97
DIVISION 1	DEFINITIONS	5	SCHEDULE "R-2"	WAGES - REMOTE JOB SITES AND JOB SITES LOCATED IN THE JAMES BAY REGION AND THE NUNAVIK REGION (ART. 21.01 3)	102
DIVISION 2	RECOGNITION	8	SCHEDULE "A"	SUBDIVISION OF THE DEFINITION OF CERTAIN TRADES, SPECIALTIES AND OCCUPATIONS FOR WAGE DETERMINATION PURPOSES	107
DIVISION 3	JURISDICTION	9	SCHEDULE "B"	SCHEDULE APPLICABLE TO WORK PERFORMED ON REMOTE JOB SITES AND JOB SITES LOCATED IN THE JAMES BAY REGION AND THE NUNAVIK REGION	109
DIVISION 4	RIGHT TO WORK	9	SCHEDULE "C"	TRADES, SPECIALTIES AND OCCUPATIONS	112
DIVISION 5	TRADES, SPECIALTIES AND OCCUPATIONS	10	SCHEDULE "D"*	LIST OF ARBITRATORS	116
DIVISION 6	TRADE JURISDICTION DISPUTES	11	SCHEDULE "F"	LIST OF TOOLS SUPPLIED BY AN ELECTRICIAN	118
DIVISION 7	CREW LEADER AND GROUP LEADER	12	SCHEDULE "F-1"	LIST OF TOOLS SUPPLIED BY A REFRIGERATION MECHANIC	119
DIVISION 8	UNION SECURITY*	13	SCHEDULE "F-2"	LIST OF TOOLS SUPPLIED BY A CARPENTER-JOINER	120
DIVISION 9	UNION DUES CHECK-OFF*	15	SCHEDULE "F-3"	LIST OF TOOLS SUPPLIED BY A FLOORING SPECIALIST-SANDER	121
DIVISION 10	UNION REPRESENTATIVE, JOB SITE STEWARD AND REGIONAL EMPLOYER REPRESENTATIVE	17	SCHEDULE "F-4"	LIST OF TOOLS SUPPLIED BY A RESILIENT FLOORING LAYER	121
DIVISION 11	ABSENCES	20	SCHEDULE "F-5"	LIST OF TOOLS SUPPLIED BY AN INTERIOR SYSTEMS INSTALLER	122
DIVISION 12	WORKFORCE MOVEMENT	21	SCHEDULE "G"	*RESCINDED	123
DIVISION 13	LAYOFF NOTICE	25	SCHEDULE "G-1"	*RESCINDED	124
DIVISION 14	DISCIPLINARY MEASURES	25	SCHEDULE "H"	EMPLOYEE STATEMENT	125
DIVISION 15	DISCRIMINATION	26	SCHEDULE "I"	SPECIAL TERMS AND CONDITIONS – REFRIGERATION MECHANICS	126
DIVISION 16	GRIEVANCE SETTLEMENT PROCEDURE*	27	SCHEDULE "I-1"	SPECIAL TERMS AND CONDITIONS – CONCRETE PUMP OPERATORS (DISTRIBUTION MAST) AND PUMP AND COMPRESSOR OPERATORS (LINE PUMP)	128
DIVISION 17	ARBITRATION*	30	SCHEDULE "K"*	LETTER OF UNDERSTANDING CONCERNING COMMON CLAUSES	130
DIVISION 18	WORK SCHEDULE	34	SCHEDULE "M"	LETTER OF UNDERSTANDING CONCERNING MEASURES RELATED TO RESIDENTIAL SECTOR WORKERS	131
DIVISION 19	OVERTIME	41	SCHEDULE "O"	EXTRACT FROM THE ACT RESPECTING LABOUR STANDARDS WITH RESPECT TO MATERNITY, PATERNITY AND PARENTAL LEAVE, AND FOR CHILD BIRTH OR ADOPTION	133
DIVISION 20	COMPENSATIONS AND TEMPORARY ASSIGNMENTS	45			
DIVISION 21	WAGES	46			
DIVISION 22	PREMIUMS	50			
DIVISION 23	TRAVELLING AND PARKING EXPENSES	52			
DIVISION 24	ANNUAL VACATIONS AND STATUTORY HOLIDAYS	58			
DIVISION 25	SPECIAL LEAVE	63			
DIVISION 26	SOCIAL (FRINGE) BENEFITS	65			
DIVISION 27	SAFETY, HEALTH AND WELFARE	78			
DIVISION 28	TOOLS AND WORK EQUIPMENT	83			
DIVISION 29	RESCINDED	86			
DIVISION 30	RESCINDED	87			
DIVISION 31	APPLICATION OF THE COLLECTIVE AGREEMENT	88			
DIVISION 32	COLLECTIVE AGREEMENT MODIFICATION PROCEDURE	91			
DIVISION 33	EFFECTIVE DATE AND TERM OF THE COLLECTIVE AGREEMENT	91			
SCHEDULE "R"	WAGES – LIGHT RESIDENTIAL CONSTRUCTION (ART. 21.01 1)	92			

SCHEDULE "P"*	LETTER OF UNDERSTANDING CONCERNING THE USE OF THE EMPLOYEE CONTRIBUTION AND ANY SURPLUSES FROM THE BASIC INSURANCE PLAN FOR QUEBEC CONSTRUCTION INDUSTRY EMPLOYEES	138
SCHEDULE "Q"	EXTRACT FROM THE ACT RESPECTING LABOUR STANDARDS WITH RESPECT TO ABSENCES AND LEAVE FOR FAMILY REASONS AND DEATH	142
SCHEDULE "S"	GUIDELINES FOR ENSURING COMPLIANCE WITH WORK HEALTH AND SAFETY RULES IN THE RESIDENTIAL SECTOR	146
SCHEDULE "T"	RESCINDED	148
SCHEDULE "U"	RESCINDED	149
SCHEDULE "V"	PSYCHOLOGICAL AND SEXUAL HARASSMENT	150
SCHEDULE "W"	LETTER OF UNDERSTANDING CONCERNING MOBILE APPLICATIONS AND TIMEKEEPING	153
SIGNING	SIGNING OF THE COLLECTIVE AGREEMENT FOR THE RESIDENTIAL SECTOR	155
CERTIFICATION		157

The masculine form is used inclusively to simplify reading of this text.

DIVISION 1

DEFINITIONS

1.01 Definitions:

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

- 1) **"Representative signatory associations"**: the Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International), the Centrale des syndicats démocratiques (CSD Construction), the Fédération des travailleurs et travailleuses du Québec (FTQ-Construction), and the Syndicat québécois de la construction (SQC).
- 1.1) **"Employees' association"**: a professional union representing construction employees whether or not constituted as a corporation, 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.
- 2) **"Sector-based employers' association"**: the Association des professionnels de la construction et de l'habitation du Québec inc. (APCHQ).
- 3) **"Job site"**: any place where work covered under the Act is performed.
- 4) **"Remote job site"**: any construction job site located away from any urban centre, that is inaccessible by a passable overland road connected to the road system as a whole maintained by Québec.
- 5) **Paragraph rescinded**
- 6) **"Commission"**: the Commission de la construction du Québec.
- 7) **"Dismissal"**: the termination of a worker's employment with an employer resulting from the implementation of a disciplinary or administrative measure.
- 8) **"Spouse"**: any person who:
 - a) Is married to an employee.
 - b) Is not married but who has been living maritally with an unmarried employee for at least one year.
 - c) Is not married but who has been living maritally with an unmarried employee in the following cases:

- i) at least one child has been or is to be born of their union.
 - ii) together, they have adopted at least one child during the period in which they have been living maritally.
 - iii) one of them has adopted at least one child of the other's during this period.
 - iv) they have, in the past, lived maritally together for a period of at least (12) twelve consecutive months.
- 9) **"Light residential construction"**: any construction of a building in the residential sector, including facilities and equipment either physically connected or not physically connected to such building, that is not considered heavy residential construction as defined in Article 1.01 10).
 - 10) **"Heavy residential construction"**: the new construction of any building in the residential sector, including facilities and equipment either physically connected or not physically connected to such building, the number of above-ground storeys of which, as seen from at least one side, excluding any parking space, is more than four (4) storeys, and also, the modification, renovation, maintenance and repair of existing buildings of more than six (6) storeys.
 - 11) **"Collective Agreement"**: this collective agreement concerning the working conditions for the residential sector, as reached by the APCHQ and the representative signatory associations.
 - 12) **"CNESST"**: the Commission des normes, de l'équité, de la santé et de la sécurité du travail.
 - 13) **"Employer"**: any party, including the Gouvernement du Québec, that has work carried out by an employee.
 - 14) **"Grievance"**: any disagreement related to one of the subjects specified in Section 62 of the Act.
 - 15) **"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.
 - 16) **"Hours worked, working hours"**: all hours or fractions thereof during which an employee performs work, and also all hours or fractions thereof during which the employee is at his employer's disposal and required to be present at the work site, as well as hours or fractions thereof between the time at which he is required to report to work and the time work is given to him.
 - 17) **"Working day"**: any day included in the standard work week as defined in Division 18 with the exclusion of Saturdays, Sundays, annual vacations and statutory holidays.

- 18) **"Act"**: the *Act respecting labour relations, vocational training and workforce management in the construction industry* (R.S.Q., c. R-20).
- 19) **"Disciplinary measure"**: any reprimand, suspension, disciplinary layoff, or dismissal.
- 20) **"Layoff"**: any severance of an employee's employment with an employer that is justified by a reduction in personnel due to a temporary or permanent lack of work on a job site or within a company.
- 21) **"James Bay Region (territory)"**: the James Bay region, or territory, includes the region delimited in the west by the western border of Quebec, in the south by the parallel of latitude 50⁰ north, in the east by the electoral divisions of Roberval, Dubuc and Saguenay as well as the northern extension of the western boundary of the Saguenay electoral division, and in the north by the parallel of latitude 55⁰ north.
- 21.1) **"Nunavik Region"**: all the territory situated north of the 55th parallel north, except Category IB-N lands intended for the Naskapi community of Kawawachikamach, Category IA and IB lands intended for the Cree community of Whapmagoostui and Category II lands on which only that community has exclusive rights, as the lands are so designated in the *Act respecting the land regime in the James Bay and New Québec territories*.
- 22) **"Regulation respecting vocational training"**: the *Regulation respecting the vocational training and qualification of manpower in the construction industry* (R-20, r.6.2).
- 23) **"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.
- 24) **"Wages"**: any remuneration in currency and any compensation or benefits with monetary value as determined by the collective agreement.
- 25) **"Employee"**: any apprentice, labourer, unskilled worker, skilled worker, journeyman or clerk, who works for an employer and is entitled to a wage.
- 26) **"Residential sector"**: the sector comprising the construction of buildings or complexes of adjoining buildings, including facilities and equipment either physically attached or not to these buildings, at least eighty-five percent (85%) of the surface area of which, excluding any parking space, is reserved for residential use, and the number of above-ground storeys of which, excluding any part of the basement and seen from any side of the building or complex, does not exceed 6 storeys in the case of new buildings or 8 storeys in other cases.

- 27) **“Decontamination work”**: in a residential sector building, any high risk work carried out for the purpose of decontaminating the premises due to the presence of asbestos.
- 28) **“Maintenance work”**: the action of maintaining machinery or a building in proper condition so that it remains functional or operational (prevention, not work following breakdown or breakage).
- 29) **“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 to be material damage.
- 30) **“Renovation work”**: the restoration or refurbishing of machinery or a building in its initial state (renewal, modernizing).
- 31) **“Repair work”**: the restoring of machinery or a building to its initial working condition without changing any of its features (fixing such machinery or building, following breakdown or breakage).
- 32) **“Union”**: any union or association of employees affiliated with a representative association in accordance with the Act.

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

DIVISION 2

RECOGNITION

- 2.01 The Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International), the Centrale des syndicats démocratiques (CSD Construction), the Fédération des travailleurs et travailleuses du Québec (FTQ-Construction) and the Syndicat québécois de la construction (SQC) recognize the Association des professionnels de la construction et de l’habitation du Québec Inc. (APCHQ) as the only employer agent authorized to negotiate and enter into this collective agreement.
- 2.02 The Association des professionnels de la construction et de l’habitation du Québec Inc. (APCHQ) recognizes the Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International), the Centrale des syndicats démocratiques (CSD Construction), the Fédération des travailleurs et travailleuses du Québec (FTQ-Construction) and the Syndicat québécois de la construction (SQC) as

the only representative associations authorized to negotiate and enter into this collective agreement.

2.03 Management Right

The signatory representative associations recognize an employer’s right to exercise its supervisory, administration and management duties in a manner that is compatible with the provisions of this collective agreement.

DIVISION 3

JURISDICTION

3.01 Territorial and professional jurisdiction:

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

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

3.02 Special working conditions:

Construction work covered by this agreement that is performed on an isolated job site and a job site located in the Nunavik region or the James Bay region is subject to certain special working conditions as provided for in Schedule “B” of this agreement.

DIVISION 4

RIGHT TO WORK

4.01 Work by the employer:

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

4.02 Designated representative:

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

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

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

The designated representative must hold the appropriate competency certificate.

4.03 Independent contractor:

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

An independent contractor shall hold the appropriate competency certificate.

DIVISION 5

TRADES, SPECIALTIES AND OCCUPATIONS

5.01 Scope of definitions:

1) Trades and specialties:

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

2) Occupations:

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

5.02 New Materials:

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

5.03 Employer's responsibility:

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

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

5.04 Performance of work by employees of a trade:

1) General rule:

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

5.05 Handling:

1) General rule:

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

5.06 Training:

In the course of an employee's employment, an employer who assigns an employee to training as required for the performance of his trade in the residential sector shall pay the employee the wage rate for his trade, specialty or occupation, during the period required for his training.

This article does not apply to training courses offered by the Construction Industry Workers Training Fund that an employee must take in compliance with his training requirements or that he chooses to take without being required to do so by his employer.

DIVISION 6

TRADE JURISDICTION DISPUTES

6.01 Dispute settlement procedure:

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

1) **1st step:**

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

2) **2nd step:**

Should the dispute still not be settled, one of the parties involved in the first step may submit the dispute to the Administrative Labour Tribunal.

6.02 Continuity of work:

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

DIVISION 7

CREW LEADER AND GROUP LEADER

7.01 Definitions:

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

7.02 Responsibilities:

1) **Crew leader:**

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

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

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

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

An apprentice may not act as crew leader.

2) **Group leader:**

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

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

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

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

An apprentice may not act as group leader.

7.03 Obligation of representative association and union:

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

DIVISION 8

UNION SECURITY*

8.01 Compulsory membership in representative association:

Under the Act, every employee shall choose one of the representative associations and shall obtain a card (or cards) from the Commission showing his name, social insurance number, CCQ client number, home address (domicile) and the name of the representative association that he has chosen.

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

8.02 Union membership:

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

8.03 Maintenance of membership:

1) **Condition of maintenance of employment:**

Every employee shall, as a condition of maintaining his employment, but subject to the restrictions

provided for in this division, be a member in good standing of a union having jurisdiction over his trade, specialty or occupation. The representative association is responsible for determining which union has jurisdiction over the trade, specialty or occupation in question.

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

2) Employee Statement:

When an employee is hired, no later than five (5) working days after the start of employment, the employer shall have the employee concerned fill out and sign a form giving the employee's name, trade, specialty or occupation, home address (domicile), mailing address if other than his home address, telephone number, email address (optional), fax number (optional), social insurance number, CCQ client number, the name of his representative association, and, where applicable, the name and number of the union to which he belongs, as shown on his union membership card. The employee must also indicate whether he agrees to receive his earnings statement (pay slip), record of employment and other documents related to his employment by email or fax.

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

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

3) Employee's right:

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

4) Suspension, expulsion or refusal of membership:

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

When an employee is suspended or expelled from his union, or when an employee is refused membership by a union contrary to Subsection 3), the employer is not obliged to dismiss the employee; the employee shall not have to be or become a member of the union, but he shall comply with the provisions of Division 9.

However, upon notice from a union, when an employee is suspended or expelled because of his refusal to pay the union any dues payable in accordance with the by-laws and rules of said union, the employer 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, an employee has made an error in designating his union, the representative association may notify the Commission of the error in order to have such designation corrected. The Commission shall then comply with this notice and require that the employer levy the new union dues as of the receipt of such notice from the Commission. The notice conveyed to the employer by the Commission shall show that a copy has been served to the employee.

7) Restriction:

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

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

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

DIVISION 9

UNION DUES CHECK-OFF*

9.01 Obligations:

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

9.02 Check-off designation:

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

9.03 Remittance of deducted union dues:

The Commission shall forward the dues so received to the representative associations with a memorandum of names within 15 days of receipt. The memorandum of names shall also take into account any correction notice conveyed under Article 8.03, Subsection 6).

9.04 Employer's obligation:

Any employer that refuses or fails to comply with Article 9.01 or that 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.

9.05 Notice to the Commission:

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

9.06 Notice from the Commission to all employers:

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

9.07 Effective date of a change in union dues:

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

1st week of the January report
1st week of the July report

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

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

9.08 Illegal agreement:

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

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

DIVISION 10

UNION REPRESENTATIVE, JOB-SITE STEWARD AND REGIONAL EMPLOYER REPRESENTATIVE

10.01 Union representative:

1) Recognition:

The employer and the sector-based employers' association shall recognize the union representative, provided he holds a card issued by a union or representative association, bearing a photograph of the representative and the latter's 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 that he represents who are in the service of the employer. He may demand that the employer allow him to examine any document concerning the members that he represents and obtain a copy of such when he considers it necessary, by appointment made at least two (2) hours prior with the employer, his representative or agent, at the place of business of the employer or at any other location 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 the employer's absence, the employer's superintendent or foreman, or any other official representative on the employer's job site. He may discuss and settle any matter of interest 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 employees.

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

10.02 Job-site steward:

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

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

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

1) Election:

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

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

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

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

2) Recognition:

The employer shall recognize the job-site steward so elected as the representative of the group of employees who are members of the union in

question, after said union has notified it in writing of the election of the job-site steward and has forwarded to the Commission the declaration as specified in the fourth paragraph of Subsection 1).

3) Job-site steward duties and compensation:

a) A job-site steward is an employee of the employer and, in this capacity, shall perform a reasonable amount of work, taking into account his union duties.

b) In his capacity as job-site steward, he may, during working hours and without a reduction in wages, but only after notifying the employer's representative, investigate disputes over the application of the collective agreement and discuss these with the employer.

c) The time allocated for the steward's union activities shall be agreed upon by the employer and the steward, taking into account the number of employees that the steward represents, but may not exceed three (3) hours per working day.

d) When, exceptionally, the steward must leave his workstation for a period that is 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) **Layoff notice:**

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

DIVISION 11

ABSENCES

11.01 **Employee's right:**

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

11.02 **Procedure:**

1) **Standard procedure:**

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

2) **Emergency procedure:**

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

11.03 **Restrictions and periods of leave:**

1) **Number of employees:**

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

2) **Leave period:**

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

3) **Leave of absence for negotiations:**

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

11.04 **Employer's obligation:**

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

DIVISION 12

WORKFORCE MOVEMENT

12.01 **Refusal to hire:**

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

12.02 Probation period:

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

12.03 Right to callback:

When an employee who has finished his probation period or who was already in the service of the employer when the agreement was signed is laid off, he shall benefit from the right to callback for a period of time equal to the duration of his employment with the employer, up to a maximum of nine (9) months.

When an employee has accumulated more than one thousand five hundred (1,500) hours with the same employer in the two (2) years preceding his layoff, he shall benefit from a callback period of twelve (12) months.

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

12.04 Layoff procedure:

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

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

12.05 Callback procedure:

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

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

- 2) The right to callback is applicable to an employee who possesses the experience, ability, skill and qualifications needed to properly perform the work that has become available in his trade, specialty or occupation, all subject to the journeyman/apprentice ratio.

- 3) The right to callback is applicable to work to be carried out less than one hundred and twenty (120) kilometres from an employee's residence.

12.06 Procedure in case of exceptions:

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

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

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

12.07 Maintaining right to callback:

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

- 1) For as long as he is receiving compensation from the CNESST following a work accident or occupational disease occurring while working for the employer.
- 2) When he is on sick or accident leave for reason other than a work accident or occupational disease, and he has notified the employer of his condition and his absence is justified by his attending physician.
- 3) For as long as he is on leave without pay for the purpose of acting as a trainer.
- 4) In the case of maternity, paternity or parental leave as well as preventive withdrawal, the duration of which is set forth in the laws governing such leave and withdrawal.

In the cases specified in Subsections 1) and 2), callback period computation shall stop at the start of the absence and recommence when the employee is fit to return to work, as confirmed by the attending physician. In the case of Subsection 3), callback period computation shall recommence when the leave without pay has ended, and in the case of subsection 4), callback period computation shall recommence on the date specified in the

written notice to the worker's employer, as provided for under Section 81.6 of the *Act respecting labour standards*.

12.08 Loss of right to callback:

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

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

12.09 Callback list:

- 1) The employer shall keep an up-to-date list of employees in its service who have acquired the right to callback. Such list shall include the following information:
 - a) Employee's family and given name.
 - b) Employee's address and telephone number.
 - c) Employee's status - apprentice or journeyman.
 - d) Employee's trades or occupations and the name of his union.
 - e) Employee's layoff date.
 - f) Number of hours the employee has worked for the employer.
 - g) Length of the employee's callback period.
- 2) The employer shall keep the name of the laid-off employee on the list until his right to callback has expired.
- 3) Any representative association or union with one or more employees on the callback list may obtain a copy of the list by submitting a request for such in writing to the employer.

12.10 Two (2) children of the employer:

In the case of his own children, or the children of one of its managers or directors only in the case of a corporation or company, an employer may hire a maximum of two (2) children, regardless of the callback procedure specified in Article 12.05, subject to the ratio rules set forth under the *Regulation respecting vocational training*.

DIVISION 13

LAYOFF NOTICE

13.01 Layoff notice:

1) General rule:

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

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

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

An employee who has not completed the probation period specified in Article 12.02 shall not be entitled to the written notice or the compensation specified in this article.

13.02 Voluntary departure:

Any employee wishing to leave his job shall give his employer forty-eight (48) hours' notice prior to his departure.

13.03 Retrieving tools and personal belongings:

1) General rule:

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

DIVISION 14

DISCIPLINARY MEASURES

14.01 Disciplinary right and procedure:

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

14.02 Justification:

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

14.03 Time limits for disciplinary right and employee's record:

- 1) No employee shall be subject to any disciplinary measure whatsoever after seven (7) working days from 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 nine (9) calendar months following the imposition of such measure. Proof of the date on which a disciplinary measure was imposed shall be incumbent upon the employer.
- 3) An employee's disciplinary record is strictly confidential. However, at the express request of the employee and within a reasonable time limit, the employee shall be informed of the contents of such record.

DIVISION 15

DISCRIMINATION

15.01 Employer's obligation:

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

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

15.02 This division of the collective agreement shall not prevent an employer from taking a disciplinary measure against an employee for just and sufficient cause, proof of which is incumbent upon the employer.

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

DIVISION 16

GRIEVANCE SETTLEMENT PROCEDURE*

16.01 Grievance submitted for mandatory arbitration:

- 1) **Rights:**
 - a) 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.
 - b) 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.
 - c) In all cases, an employer may draw up and present a grievance for investigation and settlement, according to the procedure provided for under this division.
 - d) 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.
 - e) The term "interested party" designates the party against whom the grievance is filed.

- 2) **Procedure:**
 - a) A grievance shall be submitted in writing and shall be sent to the employer or its representative and to the headquarters of the sector-based employers' association within fifteen (15) working days of the event that gave rise to the grievance, or of the knowledge of such event, the proof of which is incumbent upon the signatory of the grievance. Failure to submit a copy of the grievance to the sector-based employers' association concerned shall not render the grievance invalid.

Along with the grievance, the complainant shall submit the names of two (2) arbitrators able to hear the grievance.

- b) The sender shall be responsible for providing proof of compliance with the deadlines specified under this division.
- c) In the event that a grievance is submitted by the union or the representative association, or when one or the other gets involved in a grievance, a copy of the grievance shall be submitted, at the same time as it is submitted to the employer or its representative, to the head office of the sector-based employers' association concerned. Failure to submit a copy of the grievance to the sector-based employers' association concerned shall not render the grievance invalid.
- d) Within ten (10) working days of the date of receipt of the grievance, the employer shall give a written reply to the representative association, the union or the employee.

In this reply, the employer shall indicate whether it accepts one of the two arbitrators suggested by the complainant, or the employer shall suggest the names of two (2) other arbitrators.

- e) In the event that the employer suggests the names of two (2) other arbitrators, the complainant shall send a written reply within five (5) working days of receiving the suggestion regarding the choice of arbitrator.
- f) Paragraph rescinded.

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.
- g) 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.

3) Deadlines:

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

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

4) Proof of delivery:

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

5) 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.

16.02 Interpretation grievance (second paragraph of Section 62 of the Act):

1) Right:

- a) Any one of the associations specified in Section 1), Subparagraphs b), c) and c.2) of the Act, namely any one of the five (5) representative associations (FTQ-Construction, CPQMC-International, CSD Construction, CSN-Construction and SQC), or any one of the three (3) sector-based employers' associations (ACQ, ACRGTQ and APCHQ), or the employers' association (AECQ) may file a grievance.
- b) When an interpretation grievance is filed by a representative association, the term "interested party" shall refer to the sector-based employers' association concerned by the interpretation difficulty. When an interpretation grievance is filed by a sector-based employers' association, the term "interested party" shall refer to the representative associations concerned by the interpretation difficulty.

2) Procedure:

- a) In order to go to arbitration, an interpretation difficulty must be submitted to the Secretary General of the Commission in a document identifying the complainant and the interested party and describing the problem.
- b) A copy of the above document must also be conveyed to the interested party and the associations specified in Subsection 1) of this article.
- c) The grievance may go to arbitration, if so authorized by the Commission.
- d) When the Commission authorizes the grievance to go to arbitration, the complainant must submit to the interested party, within five (5)

days of receipt of the decision, the names of two (2) arbitrators who are qualified to hear the grievance.

- e) 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 intentions must be conveyed in writing to the complainant within five (5) working days of receiving the names submitted by the latter. In the event that the interested party does suggest the names of two (2) arbitrators, the complainant must convey a reply in writing within five (5) working days of receiving the suggestion regarding the choice of arbitrator. Once these time limits have elapsed, if the parties have not agreed on a choice of arbitrator, the complainant must make a request to the Commission within five (5) working days to have an arbitrator designated. The Commission must designate an arbitrator within two (2) working days of receiving the complainant's request after eliminating the names that had been considered by the parties and on which there has been no agreement.
- f) Once the parties have agreed on a choice of arbitrator or if 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.

3) **Deadlines:**

All deadlines specified under this division are compulsory and may only be extended, as concerns the grievance, by written agreement between the complainant and the interested party.

4) **Proof of delivery:**

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

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

DIVISION 17

ARBITRATION*

17.01 Sole Arbitrator:

Grievances submitted to arbitration shall be heard and ruled upon by one of the persons specified in Schedule "D" further to an agreement by the parties or as designated by the Commission.

17.02 Jurisdiction:

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

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

b) Wage reimbursement is established as follows:

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

- i. the wage the employee would have received is determined.
- ii. wages earned elsewhere are deducted from the reimbursement amount as are any employment insurance benefits received by the employee.

- c) In the event that the employer has no work available, it shall call back such employee on a priority basis when work does become available, subject to the restrictions imposed on it by any law or regulation. This right of first callback also exists when a court of law orders the reinstatement the employee. This right is extinguished the moment the employee is hired elsewhere or, at the latest, five (5) months following the decision by the arbitrator or court of law.

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

17.03 Proof:

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

17.04 Agreement:

- 1) At any step of the grievance settlement procedure, a written agreement may be reached by the parties concerned, and this agreement shall be binding on the parties.
- 2) Any agreement in relation to a grievance that is contrary to the provisions of the collective agreement shall be considered null and void.

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

17.05 Hearing and decision:

- 1) The arbitrator shall hear the grievance within twenty (20) working days of his appointment, in a location agreed upon by the parties concerned. When the parties cannot agree on a location, the arbitrator shall make such decision.

- 2) The arbitrator shall render his decision within fifteen (15) working days of the end of the hearing, or of the submission of written notes when such is the case.
- 3) When the parties agree to submit written notes, such notes shall be sent within ten (10) working days of the end of the hearing.
- 4) In the event that the arbitrator does not render his decision within the allotted or agreed upon deadlines, one of the parties may notify the Commission thereof and the latter shall set a peremptory deadline of thirty (30) days for remedying the situation. In such case, the arbitrator may not require any additional fees or charges from either of the parties as a result of this delay.
- 5) The arbitrator shall provide a written decision stating the reasons. It shall be signed and forwarded to the parties concerned.
- 6) The arbitrator's decision is without appeal and shall be carried out within five (5) working days of the date on which it was conveyed.
- 7) Two (2) copies of the arbitration award shall be filed with the Commission.
- 8) The Commission shall forward a copy of all arbitration awards to the representative associations, the employers' association and the sector-based employers' associations.
- 9) Whenever 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 the process described in Article 16.01 2) with the necessary adaptations. The arbitration shall proceed in accordance with this division. In all such cases, however, the arbitrator is entitled to no fees or charges, barring an agreement by the parties.

17.06 Deadlines:

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

17.07 Arbitration fees and charges:

The fees and charges 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.

If a party requests an adjournment, the party in question shall assume any charges claimed by the arbitrator arising from such request.

17.08 Arbitration of interpretation grievances:

Only Articles 17.01, 17.02 1), 2), 5) and 9), 17.04 1) and 2) 1st paragraph, 17.05, 17.06 and 17.07 of this division shall apply to the arbitration of grievances involving an interpretation difficulty.

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

DIVISION 18

WORK SCHEDULE

18.01 General provisions governing assignments and standard working hours:

1) Computation of working hours:

Working hours are considered to begin and end at the job site at ground level, or at the gate if the job site comprises a gate that an employee must pass through to get to work, but which he is not authorized to pass through with his private vehicle.

2) Timekeeping:

a) General rule:

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

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

3) Work-family balance:

When possible, an employer shall allow an employee who has child care obligations to move the start and/or end of his work shift if the schedule of the daycare services that he uses does not allow him to follow the planned work schedule. The employee in question must provide proof of such situation if this is requested by the employer.

4) Work assignments:

The employer must take the steps needed to communicate with employees during their standard working hours to convey information concerning their upcoming assignments, namely the address of the next job site(s) and information concerning the nature of the work they must perform.

Outside of standard working hours, the employer may communicate with employees only to convey

the address of the job site for their next assignment. However, employees may not be contacted between 20:00 in the evening and 5:00 the next morning.

18.02 Standard working hours:

1) Heavy residential construction:

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

a) Standard work week:

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

b) Standard work day:

The standard work day is eight (8) hours a day from Monday to Friday, and ten (10) hours a day from Monday to Friday for the trades and occupations specified under Article 18.02 1) d).

c) Schedule:

Daily working hours are scheduled as follows:

For a standard eight (8) hour work day:

- i) 6:00 to 14:30 or 15:00
- ii) 6:30 to 15:00 or 15:30
- iii) 7:00 to 15:30 or 16:00
- iv) 7:30 to 16:00 or 16:30
- v) 8:00 to 16:30 or 17:00

For a standard ten (10) hour work day:

- i) 6:00 to 16:30 or 17:00
- ii) 6:30 to 17:00 or 17:30
- iii) 7:00 to 17:30 or 18:00
- iv) 7:30 to 18:00 or 18:30
- v) 8:00 to 18:30 or 19:00

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

d) Trades and occupations for which the standard work day is ten (10) hours: bricklayer-mason, tile setter, carpenter-joiner, painter, resilient flooring layer, cement finisher, painter-joint pointer, pump and compressor operator (line pump), concrete pump operator (with distribution mast), labourer, general helper when he performs work with trades having a ten (10) hour work schedule, erector-mechanic (glazier), interior systems installer and employees assigned to gypsum board installation, heavy equipment operator, shovel operator and truck driver.

2) **Light residential construction:**

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

a) **Standard work week:**

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

b) **Standard work day:**

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

c) **Schedule:**

Daily working hours are scheduled as follows:

- i) 6:00 to 16:30 or 17:00
- ii) 6:30 to 17:00 or 17:30
- iii) 7:00 to 17:30 or 18:00
- iv) 7:30 to 18:00 or 18:30
- v) 8:00 to 18:30 or 19:00

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

3) **Making up hours: Light residential construction:**

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

a) **Standard work week and standard work day:**

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

b) **Schedule:**

Daily working hours are scheduled as follows:

- i) 6:00 to 16:30 or 17:00
- ii) 6:30 to 17:00 or 17:30
- iii) 7:00 to 17:30 or 18:00
- iv) 7:30 to 18:00 or 18:30
- v) 8:00 to 18:30 or 19:00

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

4) **Change in meal period: General rule:**

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

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

18.03 Shift work:

1) **Conditions to be met to establish shift system:**

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

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

2) **Double-shift system:**

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

b) For the purpose of this article, the first shift is the one where the majority of working hours are within standard working hours. At the employer's request, the working hours for the second shift may start in the first two (2) hours following the last working hour of the first shift for the duration of the double shift system.

c) Employees subject to this subsection are entitled to a 1/2-hour meal period without pay in the middle of their work period.

3) Triple-shift system:

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

1st shift: 8:00 to 16:00, Monday to Friday.

2nd shift: 16:00 to 24:00, Monday to Friday.

3rd shift: 00:01 to 8:00, Tuesday to Saturday.

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

18.04 Agreement for modification:

1) The employer, with the consent of a majority of all its employees or a majority of its employees from the same trade or occupation assigned to construction work on a job site, may reach an agreement with such employees allowing it to:

a) Modify the daily work schedules for a job site.

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

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

2) Special rule: Light residential construction:

In the case of light residential construction work, the employer may reach an agreement with one (1) or several employees in order to voluntarily make up on Saturday, a working day lost during the week due to weather conditions, a family obligation or special leave. Employees are paid their regular wage rate for this working day.

The Commission shall be promptly notified of such agreement.

3) Special Rule: Large-scale job site:

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

a) Modify the daily work schedules for the job site.

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

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

18.05 Rest period:

1) Morning, afternoon and overtime:

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

b) Both rest periods specified in Paragraph a) shall also apply to employees working on either the double or triple-shift system.

c) The employer shall grant an employee a rest period of fifteen (15) minutes with pay at the increased wage rate at the end of his standard working day when the employee is required to continue his work day.

Moreover, except when Subsection 3) applies, after any two (2) hour period of overtime, all employees are entitled to a rest period of fifteen (15) minutes with pay at the overtime rate applicable before the rest period, provided such rest period is followed by another period of work.

d) For these rest periods, an employee must have fifteen (15) minutes during which he can sit down and rest.

2) **Daily rest:**

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

3) **Meals:**

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

The employee concerned under this paragraph is entitled to meal compensation of \$17.00, upon presentation of vouchers, unless the employer provides a suitable meal, and subsequently, after four (4) more overtime hours.

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

The employee concerned under this paragraph is entitled to meal compensation of \$17.00, upon presentation of vouchers, unless the employer provides a suitable meal, and subsequently, after four (4) more overtime hours.

c) **Mobile canteen:**

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

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

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

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

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

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

DIVISION 19

OVERTIME

19.01

1) **General rule:**

All work performed on a day of compulsory annual vacation, or on a statutory holiday, or in addition to the number of daily or weekly hours, or over and above the working hour limits as stipulated under Division 18, or in excess of the hours reserve (hours bank) established under Article 19.04, is considered overtime.

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

19.02 Remuneration:

1) **Heavy residential construction:**

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

2) **Light residential construction:**

- a) In the case of light residential construction, an employee shall be paid time and a half for any overtime.

b) **Hours reserve (hours bank) for compensatory leave:**

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

19.03 Work on weekends:

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

19.04 Special rule: Hours reserve (hours bank) for compensatory leave:

1) Purpose:

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

2) Hours reserve (hours bank): Composition

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

3) Hours reserve (hours bank): Use

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

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

When the standard work week is shortened due to a statutory holiday, the forty (40) hour standard specified in the preceding paragraph is reduced by

eight (8) hours for each day of statutory holiday falling within this standard work week.

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

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

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

4) Distribution and reference period:

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

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

March 28, 2021 to March 26, 2022; March 27, 2022 to March 25, 2023; March 26, 2023 to March 30, 2024; and March 31, 2024 to March 29, 2025.

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

5) Liquidation:

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

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

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

6) Voluntary Departure:

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

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

7) Dismissal:

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

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

8) Long-term layoff:

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

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

DIVISION 20

COMPENSATIONS AND TEMPORARY ASSIGNMENTS

20.01 Show-up pay:

1) General rule:

Any employee who reports to work at the express request of his employer or in the normal course of his employment, who did not receive notice to the contrary from his employer and who works less than four (4) consecutive hours shall be entitled, barring a force majeure or suspension of work due to picket lines or weather conditions, to receive compensation equal to four (4) hours' pay at his regular wage rate.

20.02 Temporary assignments:

1) Greater benefits:

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

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

2) Restriction:

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

20.03 Callback:

1) General rule:

Any employee who has left work and is called back to work outside of standard hours without having been notified before the end of his working day shall be paid for a minimum of one (1) hour's work at the applicable wage rate, provided such hours do not immediately precede his standard working hours. In addition, the employer shall pay the equivalent of one (1) hour straight time for the time spent going to and from work.

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

20.04 Bad weather compensation:

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

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

DIVISION 21

WAGES

21.01

1) Light residential construction:

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

2) Heavy residential construction:

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

3) Special rule:

The wage rates applicable to work covered by the collective agreement and carried out on remote job sites or on job sites located in the James Bay region and the Nunavik region are those appearing in Schedule "R-2".

21.02 Payment of wages:

1) Method of payment:

a) Wages shall be paid in full, in cash or by cheque payable at par, no later than Thursday of each week before the end of an employee's standard

work day. With the employee's consent, however, the employer may pay the wages by means of a bank transfer.

- b) When Thursday or Friday is a holiday, the employee shall receive his pay no later than the preceding Wednesday.
- c) When payment is made by cheque, the cheque shall be dated no later than the date of payment.
- d) Employers shall facilitate the cashing of cheques outside working hours for any employee working outside his region.
- e) For an employee on vacation, the payment of wages is postponed to no later than Thursday of the employee's next work week.
- f) An employee working a second shift or whose working hours are scheduled between 16:00 and 07:00 shall receive his weekly wages before the end of his work day starting on Wednesday.
- g) In the case of a layoff, resignation or dismissal, the employer shall pay the employee concerned, in accordance with the methods provided for under Article 21.02, the wages payable for the preceding calendar week.

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

2) Payment location:

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

3) Time of payment:

- a) When an employee does not receive his pay at the latest on Thursday before the end of the standard working day, the employer shall pay him on Friday in cash or by cheque, but in the latter case, it shall allow the employee the time needed to cash his cheque before the end of the standard working day with no loss in wages.

b) When an employee is absent on pay day, the employer shall forward the employee's pay cheque to his residence, mailing it no later than Friday, unless the employee agrees with the employer to pick it up himself at another time.

4) Record of employment:

When an employee is laid off or dismissed, or voluntarily leaves his employment, his employer shall give him his record of employment in paper form on the day of his departure or send it to him within five (5) days of his stopping work, by mail to the employee's residence or by email or fax, unless the employee agrees with the employer to pick it up himself at another time.

5) Pay period and holdback:

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

6) Overdue payment:

For any waiting period for payment of wages different from the period provided for in Subsection 3) hereof, the employee shall receive compensation equal to two (2) hours' straight time pay 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 a force majeure, the proof of which is incumbent upon the employer, the employee shall not receive such compensation.

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

7) Change in apprenticeship period or change in status and acquired rights:

In the course of his employment, or when he is hired, any employee who receives notice from the Commission about a change in the apprenticeship period, or a change in future status, or who benefits from acquired rights in relation to his wage rate following a regulatory change, shall, within ten (10) working days of receipt of the notice from the Commission, give a copy of such notice to his employer.

Failure to do so will result in the employee not being entitled to any retroactive payment of wages for more than ten (10) days.

21.03 Earnings statement:

1) The employer shall provide an earnings statement in paper form to each employee no later than on the Monday following the payment of wages, in an envelope addressed to the employee's name, or send it by email or fax depending on company policy, with each payment of wages. If the employee does not have email or a fax, the employer must remit the paper version. The earnings statement shall contain the following information:

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

2) When payment is made by cheque, the earnings statement may be the cheque stub.

3) a) The amounts deducted for union dues and amounts deducted for pension fund contributions shall be entered by the employer on T-4 and RL-1 (*Relevé-1*) slips.

b) The employer shall deduct from an employee's pay, any amount as indicated by the employee for investment in a workers' fund.

- 4) The amounts deducted for union dues and contributions for employment insurance, the Quebec Pension Plan, a registered pension plan and/or a workers' fund shall be deducted from the employee's gross earnings before income tax deductions.

DIVISION 22

PREMIUMS

22.01 Application:

This division shall apply to heavy residential construction only, except for the provisions of Articles 22.07 and 22.08.

22.02 Computation of premiums:

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

22.03 Shift-work premium (differential):

1) General rule:

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

22.04 Change-in-work-schedule premium:

1) General rule:

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

2) Special rule: Cement finisher:

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

22.05 Height premium:

1) General rule:

Any employee assigned to work on hanging scaffolds or in a suspended cage ten (10) or more metres above any surface shall receive an hourly premium of \$1.00 over and above the wage rate for his trade, specialty or occupation for every hour so worked.

2) Special rule: Elevator mechanic:

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

22.06

1) Special rule: Tile setter: Polishing work:

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

2) Special rule: Electrician: Asbestos decontamination work:

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

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

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

22.07 Premiums applicable to heavy residential construction and light residential construction:

1) Special rule: Labourer occupation: Decontamination premium:

An employee holding an occupation competency certificate who is assigned to decontamination work as defined in Article 1.01, Subsection 27), shall receive an hourly premium of \$0.75 over and above his wage rate for every hour so worked.

2) **Special rule: Ventilation-assisted mask premium:**

Any employee who must wear a ventilation-assisted mask or continuous fresh air current or positive pressure mask shall receive an hourly premium of \$0.75 over and above his wage rate for every hour so worked.

Nevertheless, the premium specified in the preceding paragraph shall not apply to the holder of an occupation competency certificate who performs decontamination work in accordance with the definition in Article 1.01, Subsection 27), or to an electrician working in heavy residential construction who benefits from the premium specified in Article 22.06, Subsection 2).

22.08 Premiums:

1) **Crew leader:**

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

In the case of heavy residential construction, a crew leader shall receive an hourly premium of seven percent (7%) over and above the wage rate for his trade, specialty or occupation for every hour so worked.

2) **Group leader:**

A group leader shall receive an hourly premium of seven percent (7%) over and above the wage rate for his trade, specialty or occupation for every hour so worked.

In the case of heavy residential construction, a group leader shall receive an hourly premium of ten percent (10%) over and above the wage rate for his trade, specialty or occupation for every hour so worked.

DIVISION 23

TRAVELLING AND PARKING EXPENSES

23.01 Definition:

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

23.02

1) **General rule:**

During the standard working day, an employee's round-trip travelling expenses from his employer's place of business or head office to the job site and back and between job sites shall be paid by the employer. When the employer provides transportation, it is exempt from such travelling expenses.

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

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

No employee is required to use his vehicle for his employer's business. When, at the request of the employer, the employee uses his vehicle for the benefit of the employer, he shall receive compensation of \$0.50 per kilometre travelled, which is considered as covering all expenses relating to the employee's vehicle.

23.03 Parking:

1) **General rule:**

a) When free parking is not available or the employer does not provide free parking to its employees within 500 metres' walking distance of the job site, the employer shall pay for any parking expenses incurred daily up to \$15.00, upon presentation of receipts, to any employee who works the number of hours established by the employer within the standard working day or who benefits from show-up pay as provided for in Article 20.01.

b) When an employee is assigned to more than one job site during the same working day and is required to use his own vehicle for such travelling, he shall be entitled to reimbursement of his parking expenses, if any, upon presentation of receipts.

c) When an employee is assigned to a job site and he is required to use his own vehicle to transport his tools or work clothes, he is entitled to reimbursement of his parking expenses for the first day and the last day worked on the job site, upon presentation of receipts.

23.04 Travelling time:

1) General rule:

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

2) Exception:

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

23.05 Employee's residence (domicile):

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

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

2) Change of residence:

The employer is required to pay the allowances specified in Article 23.06 to any employee who notifies it of any change of residence that is recognized by the CCQ and that entails additional expenses. However, any employee who fails to declare in writing to his employer any change of residence entailing additional expenses shall not be entitled to an increase in allowance as specified in Article 23.06.

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

The employer shall provide employees with change of residence forms.

23.06 Compensation for travelling expenses:

1) Heavy residential construction:

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

Article 20.01, the following compensation amount for each day of work:

- a) \$0.50 for every kilometre travelled over 40 kilometres, from the employee's residence to the job site using the route most commonly taken between these two points.
- b) \$0.50 for every kilometre travelled over 40 kilometres, from the job site to the employee's residence using the route most commonly taken between these two points.
- c) The preceding paragraphs shall not apply when the distance from an employee's residence to the job site is 120 or more kilometres using the shortest route between these two points.

2) Exclusion: Provision of a vehicle:

Subsection 1) of this article does not apply when an employee uses a transportation vehicle provided by the employer for travelling before and/or after his work day.

23.07 Room and board:

When the distance between the employee's residence and the job site is 120 or more kilometres using the route most commonly taken 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 for the working day or benefits from show-up pay as specified under Article 20.01, he shall receive as compensation for travelling expenses:

- a) \$130.00 per day worked for room and board, taking into account the employer's option as specified in Article 23.09. This amount is increased to \$140.00 as of April 26, 2020.

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

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

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

When an employee is assigned to successive job sites during the same trip, meaning from the first assignment to the end of his return trip to his residence, the above transportation expenses shall be payable to the employee for the total distance travelled.

- c) As travelling time, the equivalent of the time it takes the employee to travel from his residence to the job site and return from the job site to his residence. Only one period of travelling time (round-trip) is reimbursable under this paragraph. Such travelling time is calculated according to the following formula:

The distance between the employee's residence and the job site by the most commonly taken overland route between these two points ÷ 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.

When an employee is assigned to successive job sites during the same trip, meaning from the first assignment to the end of the return trip to his residence, the transportation expenses for the total distance travelled shall be payable to the employee and calculated according to the above formula.

23.08 Calculating kilometres:

For the purposes of Articles 23.06 and 23.07, in case of disagreement between the employer and employee over the calculation of the distance between the employee's residence and the job site, the "Maps" option on the Google website shall be used as the reference in the determination of such.

The route most commonly taken must be the one that is shown using the address of the employee's residence and the job site address.

23.09 Room and Board:

- 1) The compensation for room and board expenses as specified in Article 23.07 a) is not payable when an employer houses and feeds an employee in a camp (bunkhouse) or provides him with suitable, clean and hygienic room and board.

When the employer provides only lodging, compensation for room and board as specified in Article 23.07 a) is reduced to \$55.00.

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

23.10 Ferry, toll bridge and toll highway:

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

23.11 Payment of travelling expenses:

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

23.12 Maintenance of compensation:

Regardless of the provisions of Article 23.07, an employee shall be entitled to compensation as provided for in this article for statutory holidays not worked and days of bad weather not worked, when he puts in the working day preceding and following such statutory holidays and days of bad weather.

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

23.13 Travelling time:

The amount paid for travelling time shall constitute compensation for travelling-related expenses incurred by the employee and may not be considered a monetary benefit for such employee.

DIVISION 24

ANNUAL VACATIONS AND STATUTORY HOLIDAYS

24.01 Statutory holidays:

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

Journée nationale des Patriotes (Victoria Day):

May 24, 2021

May 23, 2022

May 22, 2023

May 20, 2024

Canada Day:

July 2, 2021

July 1, 2022

June 30, 2023

July 1, 2024

Labour Day:

September 6, 2021

September 5, 2022

September 4, 2023

September 2, 2024

Thanksgiving Day:

October 11, 2021

October 10, 2022

October 9, 2023

October 14, 2024

Remembrance Day:

November 12, 2021

November 11, 2022

November 10, 2023

November 11, 2024

Good Friday:

April 2, 2021

April 15, 2022

April 7, 2023

March 29, 2024

April 18, 2025

Easter Monday:

April 5, 2021

April 18, 2022

April 10, 2023

April 1, 2024

April 21, 2025

c) National Holiday Act:

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

Under the *National Holiday Act*, this statutory holiday shall occur on June 24. In 2023, however, this statutory holiday shall occur on June 23.

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

1) Amount:

At the end of each week, the employer shall credit each employee with thirteen percent (13%) of the wages earned during that week, as compulsory annual vacation pay, statutory holiday pay and sick leave pay, consisting of six percent (6%) for compulsory annual vacations, 5.5% for statutory holidays and 1.5% for sick leave.

2) Employer's obligation:

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

3) Reference period:

There are two (2) reference periods:

a) First period: from January 1 to June 30.

b) Second period: from July 1 to December 31.

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

24.03 Interest:

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

24.04 Utilization of these amounts:

1) **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, statutory holiday pay and sick leave pay credited to him, such expenses for the stay as cannot be reimbursed under the public health insurance plan.

2) **Natural caregiver:**

The Commission de la construction du Québec shall remit to an employee who so requests and provides proof justifying the duration of the assistance required, \$600 per week, taken from and up to the total of the amounts accumulated as his compulsory annual vacation pay, statutory holiday pay and sick leave pay, when the employee must temporarily

take time off work because his presence is required with his child, spouse, father, mother, brother, sister or one of his grandparents owing to sickness or an accident for which the treatment or convalescence requires his assistance.

Moreover, under the same circumstances, the Commission de la construction du Québec shall remit to an employee, who so requests and provides proof justifying the amount required, an equivalent amount, taken from and up to the total of the amounts accumulated as his compulsory annual vacation pay, statutory holiday pay and sick leave pay, when the employee must pay expenses, including expenses for treatment in another country.

24.05 Compulsory annual vacations:

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

1) **Summer:**

All construction job sites shall be closed for two (2) full calendar weeks as follows:

00:01, July 18, 2021 to 24:00, July 31, 2021

00:01, July 24, 2022 to 24:00, August 6, 2022

00:01, July 23, 2023 to 24:00, August 5, 2023

00:01, July 21, 2024 to 24:00, August 3, 2024

2) **Winter:**

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

00:01, December 19, 2021 to 24:00, January 1, 2022

00:01, December 25, 2022 to 24:00, January 7, 2023

00:01, December 24, 2023 to 24:00, January 6, 2024

00:01, December 22, 2024 to 24:00, January 4, 2025

3) **Optional vacation:**

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

24.06 Forbidden work and permitted work during compulsory annual vacations:

1) General rule:

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

2) Repair and maintenance work:

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

3) Renovation and alteration work:

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

4) New construction work: Light residential construction:

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

The employer shall notify the employees in its service of its intention to carry out work during the summer vacation period, no later than the preceding June 1, or during the winter vacation period, no later than the preceding November 1. In the forty-eight (48) hours following the employer's notice, an employee may:

- a) agree to move his vacation
- b) refuse to move his vacation

- c) reserve the right to reply later, in which case an agreement may be reached with the employee after June 1 or November 1

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

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

5) Emergency work:

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

DIVISION 25

SPECIAL LEAVE

25.01 Protection:

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

25.02 Absences and leave for accident, illness, family reasons, death and wedding:

Some of the provisions of the *Act respecting labour standards* that are applicable to employees and employers covered by this collective agreement provide for leave for family and other reasons. These provisions are reproduced, for information purposes, in Schedule "Q" of this agreement.

The following types of leave are in addition to those described in Schedule "Q".

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

- a) In the case of an absence due to accident or illness, for a period not exceeding twelve (12) months.

Any absence of more than five (5) consecutive working days must be justified with a medical certificate, at the employer's request.

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

The absences and leave provided for under Article 25.02, a), e) and f) hereof may be extended up to a maximum of 104 weeks, in the cases and according to the terms and conditions described in Schedule "Q" of this agreement.

25.03 Summons to testify:

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

25.04 Juror:

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

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

25.05 Maternity, paternity and parental leave or absence for a birth or an adoption:

The terms and conditions of the *Act respecting labour standards* regarding the taking of maternity, paternity and parental leave as well as absences for a birth or an adoption shall apply to the employees and employers governed by this collective agreement. For reference purposes, a summary of some provisions can be found in Schedule "O".

DIVISION 26

SOCIAL (FRINGE) BENEFITS

26.01 Plans:

The life insurance, salary insurance and health insurance plans, as well as the supplemental 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 amounts required to ensure the coverages provided under any such complementary insurance plans, which are transferred from the supplemental 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.

26.02 Decisions concerning use of funds:

Subject to any applicable legislative provision, decisions concerning the use of social security funds are binding on the Commission, and such decisions are made by the committee set up by the Minister under Section 18.14.1 of the Act.

26.03 Employer and employee contributions:

A - Group providence fund:

The employer and employee contributions to the group providence fund will be able to be reduced equally further to the efforts of the work group specified in Schedule P.

1) Employer contribution:

As of the effective date of the collective agreement, the employer contribution to the group providence fund for every employee concerned shall be increased by \$0.40 to \$2.50 per hour worked.

The amount of the contribution paid by the employer for each employee shall be increased annually (on the same dates as wage increases) by an amount calculated by multiplying the total contribution paid by the employer and the employee to the group providence fund by the percentage of wage increase for the year specified in the institutional and commercial sector collective agreement. The scope of this principle shall be long term and cannot be called into question in future negotiations.

By applying the preceding paragraph, the employer contribution is increased to \$2.56 as of May 1, 2022, \$2.62 as of April 30, 2023 and \$2.68 as of April 28, 2024.

Taxes applicable to the employer contribution are calculated according to the usual past practices of the CCQ.

2) Employee contribution:

As of the effective date of the collective agreement, the contribution by every employee concerned to the group providence fund shall be \$0.25 per hour worked.

The amount of the contribution paid by each employee is increased annually (on the same dates as wage increases) by an amount calculated by multiplying the total contribution paid by the employer and the employee into the group providence fund by the percentage of wage increase for the year specified in the institutional and commercial sector collective agreement. The scope of this principle shall be long term and cannot be called into question in future negotiations.

By applying the preceding paragraph, the employee contribution is increased to \$0.31 as of May 1, 2022, \$0.37 as of April 30, 2023 and \$0.43 as of April 28, 2024.

For the first year, the employee contribution includes all applicable taxes. As of May 1, 2022, the taxes applicable to the employee contribution are also calculated according to the usual past practices applicable to the employer contribution, then added to the employee contribution and deducted from the employee's pay.

B - Pension fund:

1a) Employer contribution (except for apprentices):

As of the effective date of the collective agreement, the employer contribution to the pension fund for each employee shall be \$4.32 per hour worked.

The amount of the contribution paid by the employer for each employee is increased annually (on the same dates as wage increases) by an amount calculated by multiplying the employer contribution by the percentage of wage increase for the year specified in the institutional and commercial sector collective agreement. The scope of this principle shall be long term and cannot be called into question in future negotiations.

By applying the preceding paragraph, the employer contribution is increased to \$4.41 as of May 1, 2022, \$4.50 as of April 30, 2023 and \$4.59 as of April 28, 2024.

These amounts may be divided between the general account and the complementary account, in accordance with the provisions of the *Regulation respecting social benefits*, it being agreed that past service only covers hours worked before December 26, 2004.

1b) Employer contribution for apprentices:

As of the effective date of the collective agreement, the employer contribution to the pension fund for each apprentice shall be \$3.57 per hour worked.

The amount of the contribution paid by the employer for each apprentice is increased annually (on the same dates as wage increases) by an amount calculated by multiplying the employer contribution by the percentage of wage increase for the year specified in the institutional and commercial sector collective agreement. The scope of this principle shall be long term and cannot be called into question in future negotiations.

By applying the preceding paragraph, the employer contribution is increased to \$3.64 as of May 1, 2022, \$3.71 as of April 30, 2023 and \$3.79 as of April 28, 2024.

These amounts may be divided between the general account and the complementary account, in accordance with the provisions of the *Regulation respecting social benefits*, it being agreed that past service only covers hours worked before December 26, 2004.

2) **Employee contribution:**

The contribution to the pension fund deducted by the employer from the wages of every employee governed by the collective agreement is \$0.80 for each hour worked or any contribution 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 respecting 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, statutory holiday pay and sick leave pay. This excess amount shall reduce the employee contribution specified under a special rule or the general rule, as the case may be.

3) **Remittance to the Commission:**

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

26.04 Special rule: Elevator mechanic:

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

However, the employer contribution shall correspond to the contribution established under Article 26.03, Subsections A-1), B-1 a) and B-1 b). For its part, the employee contribution specified in A-2) is replaced by the contribution established under the *Canadian Elevator Industry Welfare Plan* and the contribution specified in B-2) is replaced by the contribution established under the *Canadian Elevator Industry Pension Plan*.

26.05 Special rules: Electrician and security systems installer:

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

Article 26.03 shall apply to electricians and security system installers. Article 26.03 may not be changed as it pertains to them, without their written authorization.

1) **Supplemental group providence fund:**

The hourly contribution paid by the employer to the supplemental group providence fund for every electrician and security systems installer (journeyman and apprentice) is 1.5% of the electrician wage rate, minus \$0.25.

2) **Pension fund – Employee contribution:**

Regardless of Article 26.03, the employee contribution to the pension fund from the wages of each electrician-journeyman and security systems installer-journeyman is 9% of his wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

Regardless of Article 26.03, the employee contribution to the pension fund by each apprentice electrician and apprentice security systems installer is 3% of his wage rate plus compulsory annual vacation pay, statutory holiday pay and sick leave pay, for a minimum of \$0.80.

By applying the preceding paragraph, the employee contribution of 3% is increased to 3.5% as of May 1, 2022, 4% as of April 30, 2023 and 4.5% as of April 28, 2024.

- 3) The contribution deducted by the employer from the wages of an employee shall be modified in accordance with the provisions of the *Regulation respecting social benefits* (fringe benefits), when, for the pension plan, the sum of the employer contribution for current service and the employee contribution exceeds the maximum of 18% of an employee's wage rate plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This excess amount shall reduce the contribution specified in a special rule or in a general rule, as the case may be.
- 4) The administrative costs for this special plan are paid in accordance with Article 26.01.
- 5) The employer shall forward to the Commission at the same time as the monthly report specified under the *Regulation respecting the register, monthly report, notices from employers and the designation of a representative*, its own contribution and the contribution deducted from its employees.

26.06 Employee contributions: Special rules:

- 1) **Bricklayer-mason:** The employee contribution deducted from the wages of a journeyman and apprentice is 8.2% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022, 8.75% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 2) **Insulator:** The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9.5% as of May 1, 2022 and 10% as of April 30, 2023.

The employee contribution deducted from the wages of an apprentice is 6% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 7% as of May 1, 2022, 8% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 3) **Tile setter and general helper (tile setter):** The employee contribution deducted from the wages of a journeyman, an apprentice and a general helper (tile setter) is 8.2% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022, 8.75% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 4) **Carpenter-joiner:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

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

- 5) **Boilermaker:** The employee contribution deducted from the wages of a journeyman and a boilermaker welder is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of May 1, 2022.

The employee contribution deducted from the wages of an apprentice is 6% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of May 1, 2022.

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

- 6) **Cement finisher:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8.2% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022, 8.75% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 7) **Roofer:** The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

The employee contribution deducted from the wages of an apprentice is 6% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8% as of May 1, 2022 and 8.5% as of April 28, 2024.

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

- 8) **Tinsmith:** The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

The employee contribution deducted from the wages of an apprentice is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022, 9% as of April 30, 2023.

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

- 9) **Reinforcing steel erector:** The employee contribution deducted from the wages of a journeyman is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

The employee contribution deducted from the wages of an apprentice is 6% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 7% as of May 1, 2022, 8% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 10) **Refrigeration mechanic:** The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate per hour worked plus

compulsory annual vacation pay, statutory holiday pay and sick leave pay.

The employee contribution deducted from the wages of an apprentice is 7.5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay, for a minimum of \$0.80 per hour. This amount shall be 8.25% as of May 1, 2022 and 9% as of April 30, 2023.

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

- 11) **Crane operator:** The employee contribution deducted from the wages of a journeyman is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

The employee contribution deducted from the wages of an apprentice is 6% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay, for a minimum of \$0.80 per hour. This amount shall be 7% as of May 1, 2022, 8% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 12) **Millwright:** The employee contribution deducted from the wages of a journeyman is 7.5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of May 1, 2022.

The employee contribution deducted from the wages of an apprentice is 5.5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of May 1, 2022.

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

- 13) **Fire-protection mechanic:** The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

The employee contribution deducted from the wages of an apprentice is 7.5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay, for a minimum of \$0.80 per hour. This amount shall be 8.25% as of May 1, 2022 and 9% as of April 30, 2023.

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

- 14) **Ironworker:** The employee contribution deducted from the wages of a journeyman and a welder from this trade is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

The employee contribution deducted from the wages of an apprentice is 6% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 7% as of May 1, 2022, 8% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 15) **Erector-mechanic (glazier):** The employee contribution deducted from the wages of a journeyman and an apprentice is 7.75% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of May 1, 2022.

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

- 16) **Flooring specialist-sander:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

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

- 17) **Painter and painter-joint pointer:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

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

- 18) **Plasterer and plasterer-joint pointer:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8.2% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022, 8.75% as of April 30, 2023 and 9% as of April 28, 2024.

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

- 19) **Resilient flooring layer:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8.5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of April 30, 2023.

This employee contribution shall include the employee contribution specified in the first paragraph of Article 26.03, Subsection 2). Where applicable, the employee contribution as stipulated

in the preceding paragraph shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 20) **Interior systems installer:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of April 30, 2023 and 9% as of April 28, 2024.

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

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

The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

The employee contribution deducted from the wages of an apprentice is 4% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 4.5% as of May 1, 2022, 5% as of April 30, 2023 and 5.5% as of April 28, 2024.

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

- 22) **Occupations with the exception of truck drivers:** The employee contribution deducted from the wages of employees plying an occupation, with the exception of truck drivers, is 8.5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9% as of May 1, 2022.

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

- 23) **Heavy equipment operator, shovel operator, heavy equipment mechanic and truck driver:** The employee contribution deducted from the wages of a journeyman and a truck driver is 8.0% of his regular wage rate per hour worked plus compulsory

annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

The employee contribution deducted from the wages of an apprentice is 6.0% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 7% as of May 1, 2022, 8% as of April 30, 2023 and 9% as of April 28, 2024.

This employee contribution shall include the employee contribution specified in the first paragraph of Article 26.03, Subsection 2). Where applicable, the employee contributions as stipulated in the two preceding paragraphs shall be adjusted through the application of the second paragraph of Article 26.03, Subsection 2).

- 24) **Elevator mechanics not under the *Canadian Elevator Industry Welfare Plan* and the *Canadian Elevator Industry Pension Plan*:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8.75% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This amount shall be 9.5% as of May 1, 2022, 10.25% as of April 30, 2023 and 11% as of April 28, 2024.

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

26.07 Employee contributions – Supplemental insurance fund: Special rules:

- 1) **Heavy equipment operator, shovel operator, heavy equipment mechanic, truck driver, heavy equipment welder, hoisting equipment operator, stationary and mobile mixing plant operator, generator operator, and the apprentices from these trades:** The employee contribution deducted from the wages of a journeyman, an apprentice and the occupations concerned is \$0.50 per hour worked.

This amount shall serve to create a complementary group insurance plan for these employees through the setting up of a supplemental insurance fund for such plan.

When employers make their monthly remittance to the Commission, this employee contribution is added to the employee contribution specified in Article 26.06 for the employees concerned. This additional amount shall be payable to the supplemental insurance fund.

- 2) **Occupations, with the exception of those specified in Article 26.07 1):** The employee contribution deducted from the wages of employees plying an occupation, with the exception of those specified in Article 26.07 1), is \$0.50 per hour worked.

This amount shall serve to create a complementary group insurance plan for these employees through the setting up of a supplemental insurance fund for such plan.

When employers make their monthly remittance to the Commission, this employee contribution is added to the employee contribution specified in Article 26.06 for the employees concerned. This additional amount shall be payable to the supplemental insurance fund.

- 3) **Painter and painter-joint pointer:** The employee contribution deducted from the wages of a journeyman and an apprentice is \$0.15 per hour worked.

This amount shall serve to create a complementary group insurance plan for these employees through the setting up of a supplemental insurance fund for such plan.

When employers make their monthly remittance to the Commission, this employee contribution is added to the employee contribution specified in Article 26.06 for the employees concerned. This additional amount shall be payable to the supplemental insurance fund.

DIVISION 27

SAFETY, HEALTH AND WELFARE

27.01 General rules:

An employer shall take all necessary measures to eliminate at the source any hazard or risk to the health, safety and physical integrity of its employees.

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

When an employer implements a prevention program in accordance with the Act, it must give a copy of the program to every employee at the time of their hiring, explain the content of the program to them and answer any questions that they may have. In addition, the employees must be advised of any and all changes to the prevention program.

An up-to-date copy of the prevention program must be available at all times for consultation by the employees, both on their job sites and at the employer's place of business.

The APCHQ shall transmit to the representative associations an up-to-date copy of each of the basic prevention programs that it makes available to the residential sector employers, for the trades representative of the sector.

An employer may not force an employee to sign a document or agree to any conditions that would limit his rights with respect to occupational health and safety. This paragraph shall not prevent an employer that adopts a prevention program in accordance with the Act from demanding that an employee acknowledge in writing that he has been informed about and is familiar with the program.

27.02 Dangerous working conditions:

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

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

- 5) An employee assigned to sanitary sewer repair, replacement or connection work on an existing sewer may get vaccinated against hepatitis A, hepatitis B and tetanus. The employer shall reimburse the employee for the cost of the vaccinations, in such case.

27.03 Recourse:

Any employee who believes that he has been dismissed, suspended, bumped, has had a disciplinary measure taken against him, has been subject to a reprisal or has had any other sanction imposed on him because he exercised a right or duty related to work health and safety, may use the grievance procedure as provided for in the collective agreement, or at his discretion, may file a written complaint with the CNESST within thirty (30) days of the sanction or measure in question.

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

27.04 Night work:

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

27.05 Equipment:

1) Employer's obligation:

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

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

2) Liability clause:

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

3) Limitation:

Subsection 1) hereof shall not be interpreted as obliging the employer to provide the personal clothing that an employee must be equipped with in order to carry out the duties related to his trade, specialty or occupation.

4) Compensation related to some safety equipment:

The employer shall pay an employee \$0.60 for each hour actually worked, for meeting his obligation to supply safety boots, and hard hats and related accessories. This amount shall be paid as compensation and shall be added to an employee's net pay.

In the case of heavy residential construction, this amount is \$0.65 for each hour actually worked.

27.06 First aid:

1) Every construction job site must be equipped with, 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.

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

The employer shall ensure that the name of the person responsible for providing first aid and the location of the first aid equipment are known.

27.07 Accident victim:

1) Any employee who is injured on the job shall report the injury to his employer before leaving work when he is able to do so, otherwise, as soon as possible.

2) When an employee, owing to an employment injury, is unable to continue his work, he shall receive the wages he would have normally received for the day in question.

3) The employer or the principal contractor shall provide immediate first-aid assistance to any employee who sustains an employment injury, and, as needed, have him taken to a health-care facility or health-care professional or have him taken home, as his condition requires.

27.08 Return to work:

When an employee who has sustained an employment injury returns to work, his employer shall pay him his net wages for each day or part of a day where such employee

must be absent from work to receive medical care or undergo medical examinations in relation to his injury or to participate in an activity as part of his individual rehabilitation plan.

The CNESST shall reimburse the employer, upon request, for any wages that it has paid under the preceding paragraph, except when the employee was absent from work in order to undergo a medical examination required by the employer.

27.09 Temporary assignment:

In the case of a temporary assignment, there is no loss of salary when medical consultations and treatments required due to an employment injury take place during working hours.

27.10 Meal room:

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

- a) measure at least 2.3 m in each direction.
- b) provide a surface area of at least 1.1 m² per person having a meal there.
- c) be heated to a minimum temperature of 20° C.
- d) be adequately ventilated, have adequate lighting and be a non-smoking area.
- e) be equipped with clothing hooks.
- f) be equipped with a sufficient number of tables and seats for the number of employees that could have their meal at the same time.
- g) be equipped with covered garbage bins.
- h) be kept clean.

In addition, this room must not be used to store materials, equipment or tools.

27.11 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.

27.12 Residential Sector Prevention Committee:

The Residential Sector Prevention Committee shall consist of ten (10) members, five (5) members of which shall

come from the APCHQ and one (1) member of which shall come from each of the representative union associations.

The Committee shall meet at least four (4) times yearly, and more specifically, in the months of February, April, September and November.

The Committee's mandate shall be to agree on and implement, in accordance with the guidelines set forth in Appendix S, an action plan adapted to the realities of job sites in the residential sector, aimed particularly at:

- Preventing work accidents and occupational illnesses on job sites.
- Having employers and employees put in place and take responsibility for mechanisms aimed at eliminating at source any hazards to the health, safety and physical integrity of the employees.

DIVISION 28

TOOLS AND WORK EQUIPMENT

28.01 Tools:

1) Supplying tools: Employee:

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

- a) The tools to be supplied by an electrician are listed in Schedule F.
- b) The tools to be supplied by a refrigeration mechanic are listed in Schedule F-1.
- c) A process shall be established by the signatory parties to the collective agreement, all in accordance with the provisions of Schedule L.

2) Supplying tools: Employer:

The employer shall supply free of charge to its employees:

- a) all pneumatic, electric, gas and battery-powered tools, as needed.
- b) all work tools and clothes for employees using corrosive chemicals or working with epoxy based materials.
- c) all tools needed for cutting and welding pipes or any other material.
- d) Any special clothing that identifies them as being employees of its company.

3) **Responsibility:**

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

4) **Special rule:**

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

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

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

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

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

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

28.02 Sharpening tools:

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

28.03 Storage of tools and work clothes:

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

28.04 Loss of tools and work clothes:

1) **General rule:**

- a) Any employee, while in the service of an employer or when hired, shall give his employer an up-to-date inventory of the personal tools he will supply. The employee and employer shall agree on such inventory. The employer may, at any time, check the accuracy of this inventory.
- b) The employee shall provide the vouchers needed to determine the value of such tools.

c) When an employee has submitted the inventory specified in Paragraph a) to his employer and an agreement on such has been reached, in the event of and following a fire or a break-in, the employer shall compensate the employee or shall provide replacement tools or clothes of equal value for any real loss of said tools or work clothes, as stored in a location agreed upon with the employer.

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

28.05 Welding:

1) **General rule:**

a) When a welder is required by the employer, and because of the requirements of the job assigned to him, to write the exam under the *Act respecting pressure vessels* (R.S.Q., c. A-20.01) or to renew his certificate issued by the Canadian Welding Bureau, the employer shall assume the registration fees as well as the time required and the travelling expenses related to the exam.

b) When a high-pressure welder is required by his employer to undergo a secondary skills test, the employer shall pay the employee his wage rate for the time needed to take the test and shall reimburse any related travelling expenses.

c) A welder who writes an exam may obtain a copy of the exam report from his employer upon request when he is laid off.

d) When he is welding a high-pressure joint, a welder may not be assigned to any other work, until he has finished a weld pass.

e) An electrician shall connect a welding machine to a junction box. Unless repairs are necessary, a welding machine in operation is under the sole supervision of the welder.

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

DIVISION 29

RESCINDED

DIVISION 30

RESCINDED

DIVISION 31

APPLICATION OF THE COLLECTIVE AGREEMENT

31.01 Provisions contrary to the Act:

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

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

31.02 Compliance with the collective agreement:

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

31.03 Claim:

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

When filing a wage-related complaint with the Commission on behalf of an employee, the representative association or the union shall advise the sector-based employers' association thereof. The latter shall contact the employer, to promote, where applicable, the undertaking of a process to settle the matter in question.

31.04 Piecework:

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

31.05 Priority of the French text:

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

31.06 Communication:

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

31.07 Good practices committee:

- 1) **Mandate:** With a common commitment to upholding both the letter and the spirit of the provisions of the collective agreement, the signatory parties hereby agree to create a Good Practices Committee. The committee's mandate is to handle disputes over matters involving the interpretation of the collective agreement.
- 2) **Composition of committee:** The committee shall be made up of ten (10) members as follows:
 - Employers: Three (3) representatives of the APCHQ and two (2) employers appointed by the latter.
 - Union: Five (5) representatives consisting of one (1) representative from each of the employee associations that are signatories to the collective agreement.

When an interpretation matter concerns a special clause for a trade or occupation, one (1) union representative from the trade or occupation concerned shall be added to the total union representation at the meeting of the committee. In this case, the APCHQ may also delegate one (1) additional employer to join the meeting.

- 3) **Submitting an interpretation question:** The APCHQ as well as any employee association may submit an interpretation question to the committee.

A request for the committee's involvement is made in the form of a written notice and submitted via email to all the signatory parties to the collective agreement. The notice must specify the provision of the collective agreement to be interpreted and give the details of the question being put to the committee. The notice must also suggest a location and a choice of three (3) dates for the committee to meet within a maximum of one (1) week from the sending of the notice to the parties. The parties shall then agree on when the meeting will take place.

- 4) **Procedure:**
 - a) Prior to a committee meeting, employer and union representatives may make available to the other committee members any documents relevant to and needed for an examination of the interpretation question concerned.
 - b) The committee must hear the question raised by the party submitting the matter and interpret the provision of the collective agreement at issue in such a way as to resolve any disagreement arising in relation to the provision.

5) **Validity and follow-up:**

- a) To be official, the interpretation of a provision of the collective agreement must be the result of the common and unanimous agreement of the committee members.
- b) An official interpretation of a provision of the collective agreement established by the committee represents the will of the signatory parties. This interpretation is de facto recognized as being in keeping with the spirit of the negotiations and the results sought by the parties at the time of its adoption.
- c) The official interpretation by the committee is forwarded to the Commission de la Construction du Québec (CCQ) to be considered in the framework of the latter's powers and obligations under the Act.

31.08 Monthly report to the Commission: Consultation of reports:

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

The authorized representative of the organization concerned may also make a request by telephone after first identifying himself. If the Commission has doubts about the identity of the representative, it shall call the representative back at the telephone number corresponding to its contact information. The required information may then be transmitted by fax or by email to the fax number or email address of the organization in question.

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

31.09 Information required for the application of the collective agreement:

An employer, or its authorized representative as specified in Article 31.08 and so mandated by the employer, shall have access, with respect to an employee in the service of the employer, to the following information contained in the employee's file as kept by the Commission: total declared hours, status, validity of competency certificate or exemption and, where applicable, expiry and renewal date of certificate or exemption.

DIVISION 32

COLLECTIVE AGREEMENT MODIFICATION PROCEDURE

32.01 The Association des professionnels de la construction et de l'habitation du Québec Inc. and the representative signatory associations may together and at any time correct any provision of this collective agreement containing writing errors, calculation errors or other technical errors, or ones that gives rise to an interpretation contrary to their common intention.

Any other change agreed upon by the Association des professionnels de la construction et de l'habitation du Québec Inc. and the representative signatory associations shall be submitted for ratification in accordance with Sections 44.1 and 44.2 of the Act.

DIVISION 33

EFFECTIVE DATE AND TERM OF THE COLLECTIVE AGREEMENT

33.01 Term:

1) **Effective date:**

This collective agreement shall come into effect on August 1, 2021.

2) **Expiry:**

This collective agreement shall expire on April 30, 2025.

33.02 Terms and conditions maintained:

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

SCHEDULE "R"

WAGES – LIGHT RESIDENTIAL CONSTRUCTION (ART. 21.01 1)

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Bricklayer-mason	38.37	39.25	40.07	40.89
Apprentice-period 1	23.02	23.55	24.04	24.53
Apprentice-period 2	26.86	27.48	28.05	28.62
Apprentice-period 3	32.61	33.36	34.06	34.76
Insulator	39.40	40.31	41.16	42.00
Apprentice-period 1	23.64	24.19	24.70	25.20
Apprentice-period 2	27.58	28.22	28.81	29.40
Apprentice-period 3	33.49	34.26	34.99	35.70
Tile setter	38.37	39.25	40.07	40.89
Apprentice-period 1	23.02	23.55	24.04	24.53
Apprentice-period 2	26.86	27.48	28.05	28.62
Apprentice-period 3	32.61	33.36	34.06	34.76
Carpenter-joiner	37.67	38.54	39.35	40.16
Apprentice-period 1	22.60	23.12	23.61	24.10
Apprentice-period 2	26.37	26.98	27.55	28.11
Apprentice-period 3	32.02	32.76	33.45	34.14
Boilermaker	39.40	40.31	41.16	42.00
Apprentice-period 1	23.64	24.19	24.70	25.20
Apprentice-period 2	27.58	28.22	28.81	29.40
Apprentice-period 3	33.49	34.26	34.99	35.70
Cement finisher	37.27	38.13	38.93	39.73
Apprentice-period 1	26.09	26.69	27.25	27.81
Apprentice-period 2	31.68	32.41	33.09	33.77
Concrete former	37.67	38.54	39.35	40.16
Apprentice-period 1	22.60	23.12	23.61	24.10
Apprentice-period 2	26.37	26.98	27.55	28.11
Roofer*	39.40	40.31	41.16	42.00
Apprentice-period 1	27.58	28.22	28.81	29.40
Apprentice-period 2	33.49	34.26	34.99	35.70
Electrician	39.40	40.31	41.16	42.00
Apprentice-period 1	19.70	20.16	20.58	21.00
Apprentice-period 2	23.64	24.19	24.70	25.20
Apprentice-period 3	27.58	28.22	28.81	29.40
Apprentice-period 4	33.49	34.26	34.99	35.70

SCHEDULE "R"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Tinsmith	39.40	40.31	41.16	42.00
Apprentice-period 1	23.64	24.19	24.70	25.20
Apprentice-period 2	27.58	28.22	28.81	29.40
Apprentice-period 3	33.49	34.26	34.99	35.70
Reinforcing steel erector	38.57	39.46	40.29	41.12
Apprentice-period 1	32.78	33.54	34.25	34.95
Refrigeration mechanic	39.40	40.31	41.16	42.00
Apprentice-period 1	19.70	20.16	20.58	21.00
Apprentice-period 2	23.64	24.19	24.70	25.20
Apprentice-period 3	27.58	28.22	28.81	29.40
Apprentice-period 4	33.49	34.26	34.99	35.70
Crane operator - Class A*	37.82	38.69	39.50	40.31
Apprentice-period 1	26.47	27.08	27.65	28.22
Apprentice-period 2	32.15	32.89	33.58	34.26
Crane operator - Class B*	36.65	37.49	38.28	39.06
Apprentice-period 1	25.66	26.24	26.80	27.34
Apprentice-period 2	31.15	31.87	32.54	33.20
Security systems installer	31.72	32.45	33.13	33.81
Apprentice-period 1	19.03	19.47	19.88	20.29
Apprentice-period 2	22.20	22.72	23.19	23.67
Apprentice-period 3	26.96	27.58	28.16	28.74
Elevator mechanic	43.60	44.60	45.54	46.47
Apprentice-period 1	21.80	22.30	22.77	23.24
Apprentice-period 2	26.16	26.76	27.32	27.88
Apprentice-period 3	30.52	31.22	31.88	32.53
Apprentice-period 4	37.06	37.91	38.71	39.50
Apprentice-period 5	37.06	37.91	38.71	39.50
Millwright	39.40	40.31	41.16	42.00
Apprentice-period 1	23.64	24.19	24.70	25.20
Apprentice-period 2	27.58	28.22	28.81	29.40
Apprentice-period 3	33.49	34.26	34.99	35.70
Heavy equipment mechanic	38.14	39.02	39.84	40.66
Apprentice-period 1	22.88	23.41	23.90	24.40
Apprentice-period 2	26.70	27.31	27.89	28.46
Apprentice-period 3	32.42	33.17	33.86	34.56

SCHEDULE "R"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Fire-protection mechanic	39.40	40.31	41.16	42.00
Apprentice-period 1	19.70	20.16	20.58	21.00
Apprentice-period 2	23.64	24.19	24.70	25.20
Apprentice-period 3	27.58	28.22	28.81	29.40
Apprentice-period 4	33.49	34.26	34.99	35.70
Ironworker*	39.40	40.31	41.16	42.00
Apprentice-period 1	23.64	24.19	24.70	25.20
Apprentice-period 2	27.58	28.22	28.81	29.40
Apprentice-period 3	33.49	34.26	34.99	35.70
Erector-mechanic (glazier)	37.12	37.97	38.77	39.56
Apprentice-period 1	22.27	22.78	23.26	23.74
Apprentice-period 2	25.98	26.58	27.14	27.69
Apprentice-period 3	31.55	32.27	32.95	33.63
Heavy equip. operator				
- Class A	35.47	36.29	37.05	37.81
Apprentice-period 1	30.15	30.85	31.49	32.14
Heavy equip. operator				
- Class B	34.63	35.43	36.17	36.91
Apprentice-period 1	29.44	30.12	30.74	31.37
Shovel operator				
- Class A	37.82	38.69	39.50	40.31
Apprentice-period 1	32.15	32.89	33.58	34.26
Shovel operator				
- Class B	36.65	37.49	38.28	39.06
Apprentice-period 1	31.15	31.87	32.54	33.20
Concrete pump operator				
- Class A				
(distribution mast +42 m.)	36.62	37.46	38.25	39.03
Concrete pump operator				
- Class B				
(distribution mast -42 m.)	34.62	35.42	36.16	36.90
Apprentice-period 1	31.13	31.84	32.51	33.18

SCHEDULE "R"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Flooring specialist-sander	37.67	38.54	39.35	40.16
Apprentice-period 1	22.60	23.12	23.61	24.10
Apprentice-period 2	26.37	26.98	27.55	28.11
Painter	35.25	36.06	36.82	37.57
Apprentice-period 1	21.15	21.64	22.09	22.54
Apprentice-period 2	24.68	25.24	25.77	26.30
Apprentice-period 3	29.96	30.65	31.30	31.93
Plasterer	37.04	37.89	38.69	39.48
Apprentice-period 1	22.22	22.73	23.21	23.69
Apprentice-period 2	25.93	26.52	27.08	27.64
Apprentice-period 3	31.48	32.21	32.89	33.56
Deep foundation layer	37.67	38.54	39.35	40.16
Apprentice-period 1	22.60	23.12	23.61	24.10
Apprentice-period 2	26.37	26.98	27.55	28.11
Resilient flooring layer	34.34	35.13	35.87	36.61
Apprentice-period 1	20.60	21.08	21.52	21.97
Apprentice-period 2	24.04	24.59	25.11	25.63
Apprentice-period 3	29.19	29.86	30.49	31.12
Interior systems installer	37.67	38.54	39.35	40.16
Apprentice-period 1	22.60	23.12	23.61	24.10
Apprentice-period 2	26.37	26.98	27.55	28.11
Apprentice-period 3	32.02	32.76	33.45	34.14
Joint pointer				
(painter/plasterer)	36.47	37.31	38.09	38.87
Apprentice-period 1	21.88	22.39	22.85	23.32
Apprentice-period 2	25.53	26.12	26.66	27.21
Apprentice-period 3	31.00	31.71	32.38	33.04
Pipefitter	39.40	40.31	41.16	42.00
Apprentice-period 1	19.70	20.16	20.58	21.00
Apprentice-period 2	23.64	24.19	24.70	25.20
Apprentice-period 3	27.58	28.22	28.81	29.40
Apprentice-period 4	33.49	34.26	34.99	35.70

SCHEDULE "R"

OCCUPATIONS	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Blaster	33.00	33.76	34.47	35.18
Truck driver - Class A	31.89	32.62	33.31	33.99
Truck driver - Class B	31.02	31.73	32.40	33.06
Truck driver - Class C	30.66	31.37	32.03	32.69
Driller	34.09	34.87	35.60	36.33
Surveyor (land surveyor instrument person)	35.12	35.93	36.68	37.43
Labourer	30.46	31.16	31.81	32.46
General helper	31.30	32.02	32.69	33.36
General helper (tile setter)	31.89	32.62	33.31	33.99
Hoisting equipment operator – A	34.84	35.64	36.39	37.14
Hoisting equipment operator – B	33.55	34.32	35.04	35.76
Crusher operator	31.30	32.02	32.69	33.36
Pump and compressor operator	34.09	34.87	35.60	36.33
Asphalt plant operator	31.30	32.02	32.69	33.36
Stationery & portable mixing plant operator	31.30	32.02	32.69	33.36
Diver	40.31	41.24	42.11	42.97
Welder	37.34	38.20	39.00	39.80
Welder-ironworker	39.40	40.31	41.16	42.00
Welder-distribution (gas)	39.40	40.31	41.16	42.00
Welder-heavy equipment	37.34	38.20	39.00	39.80
Pipe welder	39.40	40.31	41.16	42.00
Gas fitter	39.40	40.31	41.16	42.00
Labourer (underground worker)	34.76	35.56	36.31	37.05

SCHEDULE "R-1"

WAGES – HEAVY RESIDENTIAL CONSTRUCTION (ART. 21.01 2)

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Bricklayer-mason	40.84	41.68	42.53	43.40
Apprentice-period 1	24.50	25.01	25.52	26.04
Apprentice-period 2	28.59	29.18	29.77	30.38
Apprentice-period 3	34.71	35.43	36.15	36.89
Insulator	41.66	42.51	43.38	44.27
Apprentice-period 1	25.00	25.51	26.03	26.56
Apprentice-period 2	29.16	29.76	30.37	30.99
Apprentice-period 3	35.41	36.13	36.87	37.63
Tile setter	41.23	42.08	42.94	43.82
Apprentice-period 1	24.74	25.25	25.76	26.29
Apprentice-period 2	28.86	29.46	30.06	30.67
Apprentice-period 3	35.05	35.77	36.50	37.25
Carpenter-joiner	41.17	42.01	42.87	43.75
Apprentice-period 1	24.70	25.21	25.72	26.25
Apprentice-period 2	28.82	29.41	30.01	30.63
Apprentice-period 3	34.99	35.71	36.44	37.19
Boilermaker	41.66	42.51	43.38	44.27
Apprentice-period 1	25.00	25.51	26.03	26.56
Apprentice-period 2	29.16	29.76	30.37	30.99
Apprentice-period 3	35.41	36.13	36.87	37.63
Cement finisher	40.05	40.87	41.71	42.57
Apprentice-period 1	28.04	28.61	29.20	29.80
Apprentice-period 2	34.04	34.74	35.45	36.18
Concrete former	41.17	42.01	42.87	43.75
Apprentice-period 1	24.70	25.21	25.72	26.25
Apprentice-period 2	28.82	29.41	30.01	30.63
Roofer*	41.66	42.51	43.38	44.27
Apprentice-period 1	29.16	29.76	30.37	30.99
Apprentice-period 2	35.41	36.13	36.87	37.63
Electrician	41.66	42.51	43.38	44.27
Apprentice-period 1	20.83	21.26	21.69	22.14
Apprentice-period 2	25.00	25.51	26.03	26.56
Apprentice-period 3	29.16	29.76	30.37	30.99
Apprentice-period 4	35.41	36.13	36.87	37.63

SCHEDULE "R-1"

WAGES – HEAVY RESIDENTIAL CONSTRUCTION (ART. 21.01 2)

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Tinsmith	41.66	42.51	43.38	44.27
Apprentice-period 1	25.00	25.51	26.03	26.56
Apprentice-period 2	29.16	29.76	30.37	30.99
Apprentice-period 3	35.41	36.13	36.87	37.63
Reinforcing steel erector	42.04	42.90	43.78	44.68
Apprentice-period 1	35.73	36.47	37.21	37.98
Refrigeration mechanic	41.66	42.51	43.38	44.27
Apprentice-period 1	20.83	21.26	21.69	22.14
Apprentice-period 2	25.00	25.51	26.03	26.56
Apprentice-period 3	29.16	29.76	30.37	30.99
Apprentice-period 4	35.41	36.13	36.87	37.63
Crane operator - Class A*	41.66	42.51	43.38	44.27
Apprentice-period 1	29.16	29.76	30.37	30.99
Apprentice-period 2	35.41	36.13	36.87	37.63
Crane operator - Class B*	39.97	40.79	41.63	42.48
Apprentice-period 1	27.98	28.55	29.14	29.74
Apprentice-period 2	33.97	34.67	35.39	36.11
Security systems installer	33.92	34.62	35.33	36.05
Apprentice-period 1	20.35	20.77	21.20	21.63
Apprentice-period 2	23.74	24.23	24.73	25.24
Apprentice-period 3	28.83	29.43	30.03	30.64
Elevator mechanic	46.15	47.10	48.07	49.06
Apprentice-period 1	23.08	23.55	24.04	24.53
Apprentice-period 2	27.69	28.26	28.84	29.44
Apprentice-period 3	32.31	32.97	33.65	34.34
Apprentice-period 4	39.23	40.04	40.86	41.70
Apprentice-period 5	39.23	40.04	40.86	41.70
Millwright	41.66	42.51	43.38	44.27
Apprentice-period 1	25.00	25.51	26.03	26.56
Apprentice-period 2	29.16	29.76	30.37	30.99
Apprentice-period 3	35.41	36.13	36.87	37.63
Heavy equipment mechanic	40.32	41.15	41.99	42.85
Apprentice-period 1	24.19	24.69	25.19	25.71
Apprentice-period 2	28.22	28.81	29.39	30.00
Apprentice-period 3	34.27	34.98	35.69	36.42

SCHEDULE "R-1"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Fire-protection mechanic	41.66	42.51	43.38	44.27
Apprentice-period 1	20.83	21.26	21.69	22.14
Apprentice-period 2	25.00	25.51	26.03	26.56
Apprentice-period 3	29.16	29.76	30.37	30.99
Apprentice-period 4	35.41	36.13	36.87	37.63
Ironworker*	42.04	42.90	43.78	44.68
Apprentice-period 1	25.22	25.74	26.27	26.81
Apprentice-period 2	29.43	30.03	30.65	31.28
Apprentice-period 3	35.73	36.47	37.21	37.98
Erector-mechanic (glazier)	40.94	41.78	42.64	43.51
Apprentice-period 1	24.56	25.07	25.58	26.11
Apprentice-period 2	28.66	29.25	29.85	30.46
Apprentice-period 3	34.80	35.51	36.24	36.98
Heavy equip. operator - Class A	38.61	39.40	40.21	41.03
Apprentice-period 1	32.82	33.49	34.18	34.88
Heavy equip. operator - Class B	37.71	38.48	39.27	40.08
Apprentice-period 1	32.05	32.71	33.38	34.07
Shovel operator - Class A	41.08	41.92	42.78	43.66
Apprentice-period 1	34.92	35.63	36.36	37.11
Shovel operator - Class B	39.87	40.69	41.52	42.37
Apprentice-period 1	33.89	34.59	35.29	36.01
Concrete pump operator - Class A (distribution mast +42 m.)	39.64	40.45	41.28	42.13
Concrete pump operator - Class B (distribution mast -42 m.)	37.64	38.41	39.20	40.00
Apprentice-period 1	33.69	34.38	35.09	35.81
Flooring specialist-sander	41.17	42.01	42.87	43.75
Apprentice-period 1	24.70	25.21	25.72	26.25
Apprentice-period 2	28.82	29.41	30.01	30.63

SCHEDULE "R-1"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Painter	38.99	39.79	40.61	41.44
Apprentice-period 1	23.39	23.87	24.37	24.86
Apprentice-period 2	27.29	27.85	28.43	29.01
Apprentice-period 3	33.14	33.82	34.52	35.22
Plasterer	39.87	40.69	41.52	42.37
Apprentice-period 1	23.92	24.41	24.91	25.42
Apprentice-period 2	27.91	28.48	29.06	29.66
Apprentice-period 3	33.89	34.59	35.29	36.01
Deep foundation layer	41.17	42.01	42.87	43.75
Apprentice-period 1	24.70	25.21	25.72	26.25
Apprentice-period 2	28.82	29.41	30.01	30.63
Resilient flooring layer	36.72	37.47	38.24	39.02
Apprentice-period 1	22.03	22.48	22.94	23.41
Apprentice-period 2	25.70	26.23	26.77	27.31
Apprentice-period 3	31.21	31.85	32.50	33.17
Interior systems installer	41.17	42.01	42.87	43.75
Apprentice-period 1	24.70	25.21	25.72	26.25
Apprentice-period 2	28.82	29.41	30.01	30.63
Apprentice-period 3	34.99	35.71	36.44	37.19
Joint pointer (painter/plasterer)	39.19	39.99	40.81	41.65
Apprentice-period 1	23.51	23.99	24.49	24.99
Apprentice-period 2	27.43	27.99	28.57	29.16
Apprentice-period 3	33.31	33.99	34.69	35.40
Pipefitter	41.66	42.51	43.38	44.27
Apprentice-period 1	20.83	21.26	21.69	22.14
Apprentice-period 2	25.00	25.51	26.03	26.56
Apprentice-period 3	29.16	29.76	30.37	30.99
Apprentice-period 4	35.41	36.13	36.87	37.63

SCHEDULE "R-1"

OCCUPATIONS	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Blaster	34.89	35.61	36.34	37.08
Truck driver - Class A	34.81	35.52	36.25	36.99
Truck driver - Class B	33.92	34.62	35.33	36.05
Truck driver - Class C	33.50	34.19	34.89	35.61
Driller	36.06	36.80	37.55	38.32
Surveyor (land surveyor instrument person)	36.90	37.66	38.43	39.22
Labourer	32.18	32.84	33.51	34.20
General helper	33.05	33.73	34.42	35.13
General helper (tile setter)	33.75	34.44	35.15	35.87
Hoisting equipment operator-A	36.84	37.60	38.37	39.16
Hoisting equipment operator-B	35.49	36.22	36.96	37.72
Crusher operator	36.06	36.80	37.55	38.32
Pump and compressor operator	36.06	36.80	37.55	38.32
Asphalt plant operator	36.06	36.80	37.55	38.32
Stationery & portable mixing plant operator	36.06	36.80	37.55	38.32
Diver	43.03	43.91	44.81	45.73
Welder	39.46	40.27	41.10	41.94
Welder-ironworker	41.66	42.51	43.38	44.27
Welder-distribution (gas)	41.66	42.51	43.38	44.27
Welder-heavy equipment	39.46	40.27	41.10	41.94
Pipe welder	41.66	42.51	43.38	44.27
Gas fitter	41.66	42.51	43.38	44.27
Labourer (underground worker)	36.79	37.54	38.31	39.10

SCHEDULE "R-2"

WAGES – REMOTE JOB SITES AND JOB SITES LOCATED IN THE JAMES BAY REGION AND THE NUNAVIK REGION (ART. 21.01 3)

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Bricklayer-mason	40.67	41.61	42.47	43.34
Apprentice-period 1	24.40	24.97	25.48	26.00
Apprentice-period 2	28.47	29.13	29.73	30.34
Apprentice-period 3	34.57	35.37	36.10	36.84
Insulator	41.76	42.73	43.63	44.52
Apprentice-period 1	25.06	25.64	26.18	26.71
Apprentice-period 2	29.23	29.91	30.54	31.16
Apprentice-period 3	35.50	36.32	37.09	37.84
Tile setter	40.67	41.61	42.47	43.34
Apprentice-period 1	24.40	24.97	25.48	26.00
Apprentice-period 2	28.47	29.13	29.73	30.34
Apprentice-period 3	34.57	35.37	36.10	36.84
Carpenter-joiner	39.93	40.85	41.71	42.57
Apprentice-period 1	23.96	24.51	25.03	25.54
Apprentice-period 2	27.95	28.60	29.20	29.80
Apprentice-period 3	33.94	34.72	35.45	36.18
Boilermaker	41.76	42.73	43.63	44.52
Apprentice-period 1	25.06	25.64	26.18	26.71
Apprentice-period 2	29.23	29.91	30.54	31.16
Apprentice-period 3	35.50	36.32	37.09	37.84
Cement finisher	39.51	40.42	41.27	42.11
Apprentice-period 1	27.66	28.29	28.89	29.48
Apprentice-period 2	33.58	34.36	35.08	35.79
Concrete former	39.93	40.85	41.71	42.57
Apprentice-period 1	23.96	24.51	25.03	25.54
Apprentice-period 2	27.95	28.60	29.20	29.80
Roofer*	41.76	42.73	43.63	44.52
Apprentice-period 1	29.23	29.91	30.54	31.16
Apprentice-period 2	35.50	36.32	37.09	37.84
Electrician	41.76	42.73	43.63	44.52
Apprentice-period 1	20.88	21.37	21.82	22.26
Apprentice-period 2	25.06	25.64	26.18	26.71
Apprentice-period 3	29.23	29.91	30.54	31.16
Apprentice-period 4	35.50	36.32	37.09	37.84

SCHEDULE "R-2"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Tinsmith	41.76	42.73	43.63	44.52
Apprentice-period 1	25.06	25.64	26.18	26.71
Apprentice-period 2	29.23	29.91	30.54	31.16
Apprentice-period 3	35.50	36.32	37.09	37.84
Reinforcing steel erector	40.88	41.83	42.71	43.59
Apprentice-period 1	34.75	35.56	36.30	37.05
Refrigeration mechanic	41.76	42.73	43.63	44.52
Apprentice-period 1	20.88	21.37	21.82	22.26
Apprentice-period 2	25.06	25.64	26.18	26.71
Apprentice-period 3	29.23	29.91	30.54	31.16
Apprentice-period 4	35.50	36.32	37.09	37.84
Crane operator - Class A*	40.09	41.01	41.87	42.73
Apprentice-period 1	28.06	28.71	29.31	29.91
Apprentice-period 2	34.08	34.86	35.59	36.32
Crane operator - Class B*	38.85	39.74	40.58	41.40
Apprentice-period 1	27.20	27.82	28.41	28.98
Apprentice-period 2	33.02	33.78	34.49	35.19
Security systems installer	33.62	34.40	35.12	35.84
Apprentice-period 1	20.17	20.64	21.07	21.50
Apprentice-period 2	23.53	24.08	24.58	25.09
Apprentice-period 3	28.58	29.24	29.85	30.46
Elevator mechanic	46.22	47.28	48.27	49.26
Apprentice-period 1	23.11	23.64	24.14	24.63
Apprentice-period 2	27.73	28.37	28.96	29.56
Apprentice-period 3	32.35	33.10	33.79	34.48
Apprentice-period 4	39.29	40.19	41.03	41.87
Apprentice-period 5	39.29	40.19	41.03	41.87
Millwright	41.76	42.73	43.63	44.52
Apprentice-period 1	25.06	25.64	26.18	26.71
Apprentice-period 2	29.23	29.91	30.54	31.16
Apprentice-period 3	35.50	36.32	37.09	37.84

SCHEDULE "R-2"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Heavy equipment mechanic	40.43	41.36	42.23	43.10
Apprentice-period 1	24.26	24.82	25.34	25.86
Apprentice-period 2	28.30	28.95	29.56	30.17
Apprentice-period 3	34.37	35.16	35.90	36.64
Fire-protection mechanic	41.76	42.73	43.63	44.52
Apprentice-period 1	20.88	21.37	21.82	22.26
Apprentice-period 2	25.06	25.64	26.18	26.71
Apprentice-period 3	29.23	29.91	30.54	31.16
Apprentice-period 4	35.50	36.32	37.09	37.84
Ironworker*	41.76	42.73	43.63	44.52
Apprentice-period 1	25.06	25.64	26.18	26.71
Apprentice-period 2	29.23	29.91	30.54	31.16
Apprentice-period 3	35.50	36.32	37.09	37.84
Erector-mechanic (glazier)	39.35	40.25	41.10	41.93
Apprentice-period 1	23.61	24.15	24.66	25.16
Apprentice-period 2	27.55	28.18	28.77	29.35
Apprentice-period 3	33.45	34.21	34.94	35.64
Heavy equip. operator - Class A	37.60	38.47	39.27	40.08
Apprentice-period 1	31.96	32.70	33.38	34.07
Heavy equip. operator - Class B	36.71	37.56	38.34	39.12
Apprentice-period 1	31.20	31.93	32.59	33.25
Shovel operator - Class A	40.09	41.01	41.87	42.73
Apprentice-period 1	34.08	34.86	35.59	36.32
Shovel operator - Class B	38.85	39.74	40.58	41.40
Apprentice-period 1	33.02	33.78	34.49	35.19
Concrete pump operator - Class A (distribution mast +42 m.)	38.82	39.71	40.55	41.37
Concrete pump operator - Class B (distribution mast -42 m.)	36.70	37.55	38.33	39.11
Apprentice-period 1	33.00	33.75	34.47	35.16

SCHEDULE "R-2"

TRADES AND SPECIALTIES	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Flooring specialist-sander	39.93	40.85	41.71	42.57
Apprentice-period 1	23.96	24.51	25.03	25.54
Apprentice-period 2	27.95	28.60	29.20	29.80
Painter	37.37	38.22	39.03	39.82
Apprentice-period 1	22.42	22.93	23.42	23.89
Apprentice-period 2	26.16	26.75	27.32	27.87
Apprentice-period 3	31.76	32.49	33.18	33.85
Plasterer	39.26	40.16	41.01	41.85
Apprentice-period 1	23.56	24.10	24.61	25.11
Apprentice-period 2	27.48	28.11	28.71	29.30
Apprentice-period 3	33.37	34.14	34.86	35.57
Deep foundation layer	39.93	40.85	41.71	42.57
Apprentice-period 1	23.96	24.51	25.03	25.54
Apprentice-period 2	27.95	28.60	29.20	29.80
Resilient flooring layer	36.40	37.24	38.02	38.81
Apprentice-period 1	21.84	22.34	22.81	23.29
Apprentice-period 2	25.48	26.07	26.61	27.17
Apprentice-period 3	30.94	31.65	32.32	32.99
Interior systems installer	39.93	40.85	41.71	42.57
Apprentice-period 1	23.96	24.51	25.03	25.54
Apprentice-period 2	27.95	28.60	29.20	29.80
Apprentice-period 3	33.94	34.72	35.45	36.18
Joint pointer (painter/plasterer)	38.66	39.55	40.38	41.20
Apprentice-period 1	23.20	23.73	24.23	24.72
Apprentice-period 2	27.06	27.69	28.27	28.84
Apprentice-period 3	32.86	33.62	34.32	35.02
Pipefitter	41.76	42.73	43.63	44.52
Apprentice-period 1	20.88	21.37	21.82	22.26
Apprentice-period 2	25.06	25.64	26.18	26.71
Apprentice-period 3	29.23	29.91	30.54	31.16
Apprentice-period 4	35.50	36.32	37.09	37.84

SCHEDULE "R-2"

OCCUPATIONS	HOURLY WAGE			
	Ratification 2021	May 1, 2022	April 30, 2023	April 28, 2024
	\$	\$	\$	\$
Blaster	34.98	35.79	36.54	37.29
Truck driver - Class A	33.80	34.58	35.31	36.03
Truck driver - Class B	32.88	33.63	34.34	35.04
Truck driver - Class C	32.50	33.25	33.95	34.65
Driller	36.14	36.96	37.74	38.51
Surveyor (land surveyor instrument person)	37.23	38.09	38.88	39.68
Labourer	32.29	33.03	33.72	34.41
General helper	33.18	33.94	34.65	35.36
General helper (tile setter)	33.80	34.58	35.31	36.03
Hoisting equipment operator-A	36.93	37.78	38.57	39.37
Hoisting equipment operator-B	35.56	36.38	37.14	37.91
Crusher operator	33.18	33.94	34.65	35.36
Pump and compressor operator	36.14	36.96	37.74	38.51
Asphalt plant operator	33.18	33.94	34.65	35.36
Stationery & portable mixing plant operator	33.18	33.94	34.65	35.36
Diver	42.73	43.71	44.64	45.55
Welder	39.58	40.49	41.34	42.19
Welder-ironworker	41.76	42.73	43.63	44.52
Welder-distribution (gas)	41.76	42.73	43.63	44.52
Welder-heavy equipment	39.58	40.49	41.34	42.19
Pipe welder	41.76	42.73	43.63	44.52
Gas fitter	41.76	42.73	43.63	44.52
Labourer (underground worker)	36.85	37.69	38.49	39.27

Schedule "A"

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

1. Crane operator:

Crane operator-Class A:

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

Crane operator-Class B:

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

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

2. Heavy equipment operator:

Heavy equipment operator-Class A:

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

Heavy equipment operator-Class B:

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

- a) An asphalt roller of less than five (5) tonnes.
- b) A farm tractor without attachments.
- c) Muskeg or Caterpillar equipment with a rated nominal capacity of under fifty (50) HP.

3. Truck driver:

Truck driver-Class A:

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

Truck driver-Class B:

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

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

Truck driver-Class C:

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

Shovel operator-Class A:

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

Shovel operator-Class B:

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

Hoisting equipment operator-Class A:

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

Hoisting equipment operator-Class B:

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

SCHEDULE "B"

SCHEDULE APPLICABLE TO WORK PERFORMED ON REMOTE JOB SITES AND JOB SITES LOCATED IN THE JAMES BAY REGION AND THE NUNAVIK REGION

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

1) **Annual vacations:**

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

2) **Work schedule:**

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

2.2 Daily working hours are scheduled as follows:

a) Forty-five (45) hour week:

From Monday to Friday:

- i) 7:00 to 16:30 or 17:00
- ii) 7:30 to 17:00 or 17:30
- iii) 8:00 to 17:30 or 18:00

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

b) Fifty (50) hour week:

From Monday to Friday:

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

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

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

3) **Overtime:**

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

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

4) **Travelling expenses:**

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

4.2 a) The employer shall reimburse the travelling expenses incurred by an employee to travel from his residence to the job site, when the employee remains on the job for at least twenty-one (21) days.

b) The employer shall reimburse the travelling expenses incurred by an employee to return from the job site to his residence, when the employee remains on the job for at least forty-two (42) days.

c) Paragraphs a) and b) shall apply for every subsequent period of twenty-one (21) or forty-two (42) days during which the employee remains on the job for his employer on the same job site.

d) However, when an employee is laid off before the twenty-one (21) day period specified in Paragraphs a) and c) hereof, he shall benefit from the compensation specified in Article 23.07, Paragraphs b) and c). When he is laid off before the forty-two (42) day period specified in Paragraphs b) and c) hereof, but after the twenty-one (21) day period, he shall also benefit from the compensation specified in Article 23.07, Paragraphs a) and b) with respect to his return trip only.

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

f) For each period of forty-two (42) days as specified under paragraphs b) and c), an employee may take leave without pay of twelve (12) days including the travelling time required to commute from the job site to his residence and from his residence to the job site.

5) **Special leave:**

The leave provided for in Article 25.02, Paragraphs e) and f) shall be extended to a maximum period of five (5) days. In addition, in the case of leave granted under Article 25.02, Paragraph e), one (1) standard working day and the equivalent of transportation expenses for one round trip are paid to an employee

with thirty (30) or more working days in the service of the same employer, on presentation of adequate proof of death, and such leave is for five (5) days.

6) **Wage rates:**

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

SCHEDULE "C"

TRADES, SPECIALTIES AND OCCUPATIONS

Definition of Exclusive and Common Occupations

Exclusive Occupations

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

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

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

The occupations deemed exclusive are the following:

1) **Blaster:**

Anyone who holds a valid blaster's certificate, in accordance with the *Act respecting occupational health and safety* (R.S.Q., c. 5-2.1), and performs any work governed by this Act.

2) **Driller:**

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

3) **Labourer (Underground worker):**

Anyone who carries out tunnel construction work, excluding open-cut work, work performed by a welder, and work which, in the same working day, is performed only partly or occasionally underground, such as the transportation of materials by truck.

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

The common occupations are as follows:

1) **Truck driver:**

Anyone who drives any type of truck.

2) **Labourer:**

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

3) **General helper:**

Anyone who:

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

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

ii) Sawing with a masonry saw.

iii) Erecting and dismantling prefabricated scaffolding.

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

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

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

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

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

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

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

- f) Applies caulking.
- g) Operates an apparatus used for cutting asphalt and concrete (diamond cut operator).
- h) Performs with the proper equipment (mixer-tender, pump, ¼-inch or ¾-inch pipe, nozzle used for shotcrete placement) any procedure involving the injection of cement or concrete inside forms, rock or existing concrete.
- i) Operates any kind of manual compactor not requiring a journeyman competency certificate under the Act.
- j) Applies urethane.
- k) Operates a power saw.
- l) Operates a pump with a nominal diameter of less than six (6) inches.
- m) Fires a portable kettle to melt asphalt materials to be used as a mordant, insulation or waterproofing agent.
- n) Is responsible for operating a stationary or mobile heating unit used for drying aggregates or heating asphalt.
- o) Operates any heating unit whenever such operation does not call for a certificate, excluding any electrical and mechanical maintenance.

4) General helper (tile setter):

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

5) Pump and compressor operator:

Anyone who:

- a) Operates one (1) or more water pumps with a discharge pipe of six (6) inches and over.
- b) Operates one (1) compressor with a flow capacity of 210 cu. ft./min. and over, or two (2) or more compressors with a 110-cu. ft./min. flow capacity.
- c) Operates, cleans and maintains one or more concrete pumps or sets concrete using such equipment.

6) Diver:

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

7) Welder:

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

8) Pipe welder:

Anyone who:

- a) Does pipe welding pursuant to the *Act respecting pressure vessels* (R.S.Q., c. A-20.01) and the regulations passed for the application thereof.
- b) Performs, in accordance with the above provisions, all other pipe welding work on such facilities as oil refineries, gasoline pumps, and vent and sprinkler systems.

9) Gas fitter:

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

10) Surveyor:

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

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

SCHEDULE "D"*

LIST OF ARBITRATORS

BERGERON, André
300, avenue des Sommets,
Apt. 1414
Verdun QC H3E 2B7
Telephone 514 990-7234
Fax 514 990-7234

BILODEAU, Pier-Luc
1029, rue D'Armentières
Québec QC G1Y 2S7
Telephone 418 523-4989
Fax 418 656-7688

BRAULT, Serge
4030, boul. de la Côte Vertu,
bureau 101
Montréal QC H4R 1V4
Telephone 514 739-0616
Fax 514 739-9222

CORRIVEAU, Alain
17, Victoria, Case postale 6
Knowlton, QC J0E 1V0
Telephone 450 242-2435
Fax 450 242-2432

CÔTÉ, Gabriel M.
23, rue Racine Est,
Bureau 304
Chicoutimi QC G7H 1P4
Telephone 418 549-8150
Fax 418 549-6325

CÔTÉ, Robert
41, rue de la Héronnière
Eastman QC J0E 1P0
Telephone 514 903-9893

COURTEMANCHE, Louis B.
3125, rue Jean-Brillant
Montréal QC H3T 1N7
Telephone 514 738-2000
Fax 514 738-8898

HAMELIN, François
1001, boul. Mont-Royal,
bureau 102
Outremont QC H2V 2H4
Telephone 514 543-9025
Fax 514 543-7273

FAUCHER, Nathalie
80, rue Berlioz, Apt. 1103
Verdun QC H3E 1N9
Telephone 514 762-3461
Fax 514 762-5139

FLYNN, Maureen
4182, avenue Hingston
Montréal QC H4A 2J7
Telephone 514 739-5928

LIST OF ARBITRATORS (CONTD)

LAMY, Francine
201, Allée Glendale
Outremont QC H2V 4V4
Telephone 514 334-5783
Fax 438 333-0910

MARTIN, Claude
1, rue McGill
Suite 505
Montréal QC H2Y 4A3
Telephone 514 843-2469
Fax 514 847-8990

NADEAU, Denis
25, rue de la Méditerranée
Gatineau QC J8T 7G7
Telephone 819 561-3973
Fax 819 561-4409

PROVENÇAL, Denis
1300, rue Notre-Dame
Berthierville QC J0K 1A0
Telephone 450 836-6213
Fax 450 836-7712

ROUSSEAU, André
C.P. 88006,
CSP Carrefour Langelier
Saint-Léonard QC H1S 3G9
Telephone 514 345-2999
Fax 514 345-8248

ROY, Dominique-Anne
323, rue des Cassailles
Québec QC G1C 0J6
Telephone 418 476-0665

SAINT-ANDRÉ, Yves
495, avenue Viger Ouest
Bureau 2506
Montréal QC H2Z 0B1
Telephone 514 875-5318
Fax 514 875-5318

SYLVESTRE, Jacques
1600 boul. Girouard Ouest
Bureau 236
Saint-Hyacinthe QC J2S 2Z8
Telephone 450 773-8445 #229
Telephone 514 866-8445
(bur. Mtl)
Fax 450 773-2112

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

SCHEDULE "F"

LIST OF TOOLS SUPPLIED BY AN ELECTRICIAN

Special rules:

List of tools supplied by electrician-journeyman

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

List of tools supplied by an apprentice electrician

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

SCHEDULE "F-1"

LIST OF TOOLS SUPPLIED BY A REFRIGERATION MECHANIC

A good quality toolbox to hold the following tools:

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

SCHEDULE "F-2"

LIST OF TOOLS SUPPLIED BY A CARPENTER-JOINER

List of tools supplied by a 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 Plumblines
- 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
- 1 Finishing square

List of tools supplied by an 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 Plumblines
- 1 Set of wood chisels
- 1 Gypsum knife
- 1 Crow bar
- 1 Handsaw
- 1 Finishing square

SCHEDULE "F-3"

LIST OF TOOLS SUPPLIED BY A FLOORING SPECIALIST-SANDER

- 1 Hammer
- 1 Square
- 1 Nail bag
- 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 Utility knife
- 1 Handsaw
- 1 Crowbar
- 1 Toolbox

SCHEDULE "F-4"

LIST OF TOOLS SUPPLIED BY A RESILIENT FLOORING LAYER

- Steel measuring tape, 25 ft.
- True flush cutter
- Sharpening stone
- File
- Rug lining cutter
- Kicker
- Razor blade knife
- Utility knife
- Smooth edge cutter
- Stair tools
- Pry bar
- 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 tractor
- Hand brush

SCHEDULE "F-5"

LIST OF TOOLS SUPPLIED BY AN INTERIOR SYSTEMS INSTALLER

- 1 Tool pouch 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, 90⁰ - 45⁰, 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

SCHEDULE "G"

*** RESCINDED**

SCHEDULE "G-1"

* RESCINDED

SCHEDULE "H"

EMPLOYEE STATEMENT

Name of company: _____

Name of employee: _____

Trade, specialty or occupation: _____

Employee's home (domicile) address: _____

Mailing address, if other than home address: _____

Telephone number of employee: _____

Fax number (optional): _____

Email address (optional): _____

Social insurance number: _____

CCQ client 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 (SQC)

Union membership card:
Presented by employee

Not presented by employee

Reason card not presented: _____

I agree to receive my record of employment and any other
document related to my employment by:

- Email Yes No

- Regular mail Yes No

Employee's signature: _____

Date: _____

SCHEDULE "I"

SPECIAL TERMS AND CONDITIONS – REFRIGERATION MECHANICS

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

1) Service call – Availability of employees

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

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

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

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

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

2) Travelling expenses:

Calculation of compensation

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

Compensation for travelling expenses

i) Any time spent travelling for work including pick-up and delivery time is considered hours worked.

ii) Daily travelling time to the first planned stop and from the last planned stop within the limits of the municipality where the employer's branch or main place of business to which the employee usually reports is located, is unpaid.

iii) When an employer asks an employee to travel to a place outside the limits of the municipality in which the employer's branch or main place of business to which the employee usually reports is located, the employee is paid straight time at his wage rate for his travelling time to and from this branch or main place of business, up to a maximum of eight (8) hours a day.

Annual vacation and statutory holidays

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

Tool repair

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

SCHEDULE "I-1"

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

1) Workforce mobility

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

2) Shift work and premiums – Heavy residential construction

Shift work:

1) One (1) employee may constitute a shift.

Premiums:

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

3) Travelling expenses

Pump and compressor operator (line pump) and concrete pump operator (distribution mast): The time it takes to travel from the place of business (or that which serves as such) to the job site, from the job site to the place of business (or that which serves as such) or from one job site to another shall be compensated as travelling time. Travelling time shall not exceed ten (10) hours a week. Nevertheless, travelling time and working hours shall not exceed twelve (12) hours a day. Beyond the weekly limit of ten (10) hours, travelling time is considered hours worked.

4) Rest period

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

5) Wages

The applicable wage rates are the rates appearing in Schedules "R", "R-1" and "R-2".

Definitions:

Class A: Concrete pump operator (with distribution mast) of 42 meters and over

Class B: Concrete pump operator (with distribution mast) of under 42 meters

Signed by the parties in Montreal on July 9, 2021.

For the Conseil provincial
du Québec des métiers de la
construction (International):

Michel Trépanier

Patrick Bérubé

Sylvain Morissette

For CSD Construction:

Carl Dufour

Marco Patenaude

Francis Herbert

For CSN-Construction:

Bertrand Gauthier

Marc-Olivier Gagnon

For FTQ-Construction:

Eric Boisjoly

Rénald Grondin

Arnold Guérin

**For the Syndicat québécois
de la construction (SQC):**

Annie Robineau

Charles-Olivier Picard

Vincent Ethier

For the Association des profes-
sionnels de la construction et
de l'habitation du Québec Inc.
(APCHQ):

Luc Bélanger

Nicole Robichaud

Francis Montmigny

SCHEDULE "K"*

LETTER OF UNDERSTANDING CONCERNING COMMON CLAUSES

The parties have hereby signed the agreement on the common clauses of the collective agreements for the institutional and commercial sector, industrial sector, civil engineering and roads sector and residential sector in Montreal on July 9, 2021.

Said agreement shall be effective as of August 1, 2021, 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 workforce management in the construction industry*.

For the Conseil provincial du Québec des métiers de la construction (International):

Michel Trépanier

Patrick Bérubé

For CSD Construction:

Luc Vachon

Carl Dufour

For CSN-Construction:

Pierre Brassard

Emmanuelle-Cynthia Foisy

For FTQ-Construction:

Rénéald Grondin

Eric Boisjoly

Arnold Guérin

For the Syndicat québécois de la construction (SQC):

Sylvain Gendron

Annie Robineau

SCHEDULE "M"

LETTER OF UNDERSTANDING CONCERNING MEASURES RELATED TO THE RESIDENTIAL SECTOR WORKFORCE

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

The purpose of this contribution is to allow the employer and union parties to carry out any other initiative and study aimed at fostering greater cooperation among the parties.

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

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

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

For the Conseil provincial
du Québec des métiers de la
construction (International):

Michel Trépanier

Patrick Bérubé

Sylvain Morissette

For CSD Construction:

Carl Dufour

Marco Patenaude

Francis Herbert

For CSN-Construction:

Bertrand Gauthier

Marc-Olivier Gagnon

For FTQ-Construction:

Eric Boisjoly

Rénauld Grondin

Arnold Guérin

For the Syndicat québécois
de la construction (SQC):

Annie Robineau

Charles-Olivier Picard

Vincent Éthier

For the Association des profes-
sionnels de la construction et
de l'habitation du Québec Inc.
(APCHQ):

Luc Bélanger

Nicole Robichaud

Francis Montmigny

SCHEDULE "O"

EXTRACTS FROM THE ACT RESPECTING LABOUR STANDARDS WITH RESPECT TO MATERNITY, PATERNITY AND PARENTAL LEAVE AND FOR CHILD BIRTH OR ADOPTION

This summary is for information purposes only. Labour relations between the parties to this collective agreement are governed under the *Act respecting labour standards*.

Maternity, paternity and parental leave and for child birth or adoption:

1. **Birth or adoption (Section 81.1):** An employee may be absent from work for five days at the birth of his child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth week of pregnancy. The first two days of absence shall be remunerated.

This leave may be divided into days at the request of the employee. It may not be taken more than 15 days after the child arrives at the residence of its father or mother or after the termination of pregnancy.

The employee must advise his employer of his absence as soon as possible.

2. **Pregnancy (Section 81.3):** An employee may be absent from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife.

She shall advise her employer as soon as possible of the time at which she will be absent.

3. **Maternity leave (Section 81.4 and 81.4.1):** A pregnant employee is entitled to a maternity leave without pay of not more than 18 consecutive weeks unless, at her request, the employer consents to a longer maternity leave.

The employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of 18 consecutive weeks.

If the delivery takes place after the expected date, the employee is entitled to at least two weeks of maternity leave after the delivery.

4. **Start of leave (Section 81.5):** The maternity leave shall not begin before the sixteenth week preceding the expected date of delivery and shall not end later than 18 weeks after the week of delivery.

5. **Pregnancy risk (Section 85.5.1):** Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave, without pay, for the duration indicated in the medical certificate attesting the existing risk and indicating the expected date of delivery.

The leave is, where applicable, deemed to be the maternity leave provided for in section 81.4 from the beginning of the fourth week preceding the expected date of delivery.

6. **Termination of pregnancy (Section 81.5.2):** Where there is termination of pregnancy before the beginning of the twentieth week preceding the expected date of delivery, the employee is entitled to a special maternity leave, without pay, for a period of no longer than three weeks, unless a medical certificate attests that the employee needs an extended leave.

If the termination of pregnancy occurs in or after the twentieth week, the employee is entitled to a maternity leave without pay of a maximum duration of 18 consecutive weeks that ends not later than 18 weeks after the week of the event.

7. **Notice to employer in case of termination of pregnancy (Section 81.5.3):** In the case of a termination of pregnancy or a premature birth, the employee must, as soon as possible, give written notice to the employer informing the employer of the event and the expected date of her return to work, accompanied with a medical certificate attesting to the event.

8. **Notice to employer (Section 81.6):** The maternity leave may be taken after giving written notice of not less than three weeks to the employer, stating the date on which the leave will begin and the date on which the employee will return to work. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. Where applicable, the medical certificate may be replaced by a written report signed by a midwife.

The notice may be of less than three weeks if the medical certificate attests that the employee needs to stop working within a shorter time.

9. **Medical certificate (Section 81.8 and 81.9):** From the sixth week preceding the expected date of delivery, the employer may, in writing, require a pregnant employee who is still at work to produce a medical certificate attesting that she is fit to work.

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

Notwithstanding the notice provided for in Article 8 (section 81.6), the employee may return to work before the expiry of her maternity leave. However, the employer may require a medical certificate from an employee who returns to work within the two weeks following delivery, attesting to the fact that she is fit to work.

10. **Paternity leave (Section 81.2):** An employee is entitled to a paternity leave of not more than five consecutive weeks, without pay, on the birth of his child.

The paternity leave shall not begin before the week of the birth of the child and shall not end later than 52 weeks after the week of the birth.

11. **Notice to employer (Section 81.2.1):** A paternity leave may be taken after giving written notice of not less than three weeks to the employer, stating the expected date of the leave and that of the return to work.

However, the notice may be shorter if the birth of the child occurs before the expected date.

12. **Parental leave (Section 81.10):** The father and the mother of a newborn child, and a person who adopts a child, are entitled to parental leave without pay of not more than 52 consecutive weeks.

13. **Start of leave (Section 81.11):** Parental leave may not begin before the week the child is born or, in the case of adoption, the week the child is entrusted to the employee within the framework of an adoption procedure or the week the employee leaves his work to go to a place outside Québec in order that the child be entrusted to him. It shall end not later than 70 weeks after the birth or, in the case of adoption, 70 weeks after the child was entrusted to the employee.

However, in the cases and subject to the conditions prescribed by regulation of the Government, parental leave may end at the latest 104 weeks after the birth or, in the case of adoption, 104 weeks after the child was entrusted to the employee.

14. **Notice to employer (Section 81.12):** Parental leave may be taken after giving notice of not less than three weeks to the employer, stating the date on which the leave will begin and the date on which the employee will return to work. However, the notice may be shorter if the employee must stay

with the newborn child or newly adopted child, or with the mother, because of the state of health of the child or of the mother.

15. **Leave reduction notice (Section 81.13):** An employee may return to work before the date stated in the notice given pursuant to Articles 8 (section 81.6), 11 (section 81.2.1) and 14 (section 81.12), provided he has given the employer written notice of not less than three weeks of the new date on which he will return to work. If the employer consents thereto, the employee may return to work on a part-time basis or intermittently during the parental leave.
16. **Presumption of resignation (Section 81.14):** An employee who does not report to work on the date stated in the notice given to the employer is presumed to have resigned.
17. **Dividing leave (Section 81.14.1):** At the request of the employee, a maternity, paternity or parental leave shall be divided into weeks if the child is hospitalized or if the employee may be absent under section 79.1 or any of sections 79.8 to 79.12 of the *Act respecting labour standards* and in the cases, on the conditions, for the duration and within the time prescribed thereunder.

At the request of the employee and provided the employer consents thereto, paternity or parental leave shall be divided into weeks.

18. **Hospitalization of child (Section 81.14.2):** If the child is hospitalized during the maternity, paternity or parental leave, the leave may be suspended, following an agreement with the employer, to allow the employee to return to work during the hospitalization.

In addition, an employee who, before the expiry date of the leave, sends the employer a notice accompanied by a medical certificate attesting that the state of health of the child or, in the case of a maternity leave, that the state of health of the employee requires it, is entitled to an extension of the leave for the duration indicated in the medical certificate.

19. An employee's participation in the group insurance and pension plans recognized in the employee's place of employment shall not be affected by the absence from work, subject to regular payment of the contributions payable under those plans, the usual part of which is paid by the employer (**Section 81.15**).

The Government shall determine, by regulation, the other advantages available to an employee during maternity, paternity or parental leave.

20. **Reinstatement of employee (81.15.1):** At the end of a maternity, paternity or parental leave, the employer shall reinstate the employee in the employee's former position with the same benefits, including the wages to which the employee would have been entitled had the employee remained at work.

If the position held by the employee no longer exists when the employee returns to work, the employer shall recognize all the rights and privileges to which the employee would have been entitled if the employee had been at work at the time the position ceased to exist.

21. If the employer makes dismissals or layoffs that would have included the employee had the employee remained at work, the employee retains the same rights with respect to a return to work as the employees who were dismissed or laid off.

This division shall not grant to an employee any benefit to which the employee would not have been entitled if the employee had remained at work (**Section 81.17**).

SCHEDULE "P"*

LETTER OF UNDERSTANDING CONCERNING THE USE OF THE EMPLOYEE CONTRIBUTION AND ANY SURPLUSES FROM THE BASIC INSURANCE PLAN FOR QUEBEC CONSTRUCTION INDUSTRY EMPLOYEES

Considering:

- The inflationary nature of the plans;
- The quality of the existing insurance plans;
- The commitment to maintaining the long-term sustainability of the plans;
- The commitment to controlling the cost of the insurance plans;

Considering that the parties acknowledge and agree that any additional contribution consented to by the employers in the framework of this agreement in principle and the employee contribution are subject to the ability of the Commission de la construction du Québec to receive, process and allocate simultaneously any new employer and employee contribution for financing the basic insurance plan as of the effective date of the collective agreement. In the event that the Commission de la construction du Québec is not able to do the above, it shall receive and deposit these employer and employee contributions in a trust account until it is able to do so, in order to avoid any contribution having to be paid retroactively to the social benefits plans;

The parties agree as follows:

1. Use of the employee contribution to the basic insurance plan

As agreed, the use of the employee contribution to the basic insurance plan will be decided by the permanent work group on social benefits.

2. Terms and conditions for use of surpluses

Any surplus available for the application of Point 3 below shall correspond to a surplus exceeding the sum of the following amounts:

- 1) Employee and employer contributions as projected for the next 18 months.
- 2) The actuarial present value on the date of an actuarial valuation of a shortfall projected for the 4 coming years.

3. Use and sharing of available surpluses

Surpluses shall be used according to the following sharing mechanism:

One third shall be used to improve insurance coverage for the insured. Coverage can be improved if its actuarial present cost for the 15 year period following implementation of the improvement is less than the portion of the surplus available for this purpose. Any improvement to coverage shall be subject to an agreement by the employer and union parties.

One third shall be used to temporarily reduce the employee contribution to the basic insurance plan.

One third shall be used to temporarily reduce the employer contribution to the basic insurance plan.

It is agreed that any temporary reduction in the employer and employee contributions must be equal.

4. Permanent work group on social benefits

The parties agree to establish a permanent work group on social benefits.

This work group shall be made up of five (5) representatives designated by the Association des entrepreneurs en construction du Québec (AECQ) and ten (10) representatives designated by the representative associations, or two (2) representatives per association.

As part of its work and by consensus, the work group may call on experts or any person able to contribute to its work.

Quorum for holding a meeting shall be eight (8) people, comprising three (3) representatives designated by the AECQ and five (5) representatives designated by the representative associations. Among the five (5) representatives of the representative associations, each association must be represented. Decisions must be unanimous.

A meeting agenda is prepared by the AECQ director general in collaboration with the representatives of the representative associations. The agenda shall be conveyed to the members one week before the meeting.

The work group's primary mandate shall be to deal with matters specified in the agreement in principle on common clauses reached on May 26, 2021, namely:

MÉDIC:

- a. Coverages assumed by the employee contribution (targeting wage insurance and a reduction in the taxable benefit) as well as other adjustments as required in connection with the implementation of an employee contribution.

- b. As needed, identifying any additional plans for which adjustments are needed.
- c. Considerations concerning the use of the rebate for the insured and the employers.
- d. Dealing with banked hours (keeping as hours or converting to cash?).
- e. Fees charged by the CCQ to MÉDIC Construction (basic and additional).

PENSION:

- a. Feasibility of changing the employer contribution to a % of wage rate (total or partial).
- b. Pension credit hours (payment of pension contribution to an employee during a period of disability).
- c. Fees charged by the CCQ to the pension fund.

In addition, all matters pertaining to social benefits and the long-term sustainability of the insurance and pension plans and their financial health may be discussed.

The first meeting of the group shall be held no later than September 30, 2021.

SIGNING OF THE AGREEMENT ON COMMON CLAUSES

The parties have hereby signed the agreement on the common clauses of the collective agreements for the institutional and commercial sector, industrial sector, civil engineering and roads sector and residential sector in Montreal on July 9, 2021.

Said agreement shall be effective as of August 1, 2021, 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 workforce management in the construction industry*.

For FTQ – Construction :

Rénald Grondin

Eric Boisjoly

Arnold Guérin

For the Conseil provincial du Québec des métiers de la construction (International) :

Michel Trépanier

Patrick Bérubé

Sylvain Morissette

For the Association des entrepreneurs en construction du Québec (AECQ):

Manon Bertrand

Dominic Robert

Jean-Philippe Cliche

Nicole Robichaud

Jean St-Onge

Christian Tétreault

For CSD Construction :

Carl Dufour

For the Syndicat québécois de la construction (SQC) :

Annie Robineau

Isabelle C. Pelletier

For CSN – Construction :

Pierre Brassard

Pamela Desourdie

* Schedule P is an integral part of the "clauses common to all sectors".

SCHEDULE "Q"

EXTRACTS FROM THE ACT RESPECTING LABOUR STANDARDS WITH RESPECT TO ABSENCES AND LEAVE FOR FAMILY REASONS AND DEATH

This summary is for information purposes only. Labour relations between the parties to this collective agreement are governed under the *Act respecting labour standards*.

The provisions of the *Act respecting labour standards* that are applicable to employees and employers covered by the collective agreement are provided for in Section 3 (3) of the Act and are as follows:

"The second paragraph of section 79.1, section 79.6.1, the first four paragraphs of section 79.7, sections 79.8 to 79.15, the first paragraph of section 79.16, sections 81.1 to 81.20 and, where they relate to any of those standards, the second, third and fourth paragraphs of section 74, paragraph 6 of section 89, Division IX of Chapter IV, Divisions I, II and II.1 of Chapter V, and Chapter VII."

Absence of employee due to serious bodily injury:

Section 79.1, second paragraph:

However, an employee may be absent from work for a period of not more than 104 weeks if the employee suffers serious bodily injury during or resulting directly from a criminal offence that renders the employee unable to hold his regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than 104 weeks after the commission of the criminal offence.

Section 79.1.2:

The second paragraph of section 79.1 applies if the employee suffered the injury:

(1) while lawfully arresting or attempting to arrest an offender or suspected offender or assisting a peace officer making an arrest; or

(2) while lawfully preventing or attempting to prevent the commission of an offence or suspected offence, or assisting a peace officer who is preventing or attempting to prevent the commission of an offence or suspected offence.

Leave for family reasons or death:

Section 79.6.1:

For the purposes of sections 79.7 to 79.8.1, "relative" means, in addition to the employee's spouse, the child, father, mother, brother, sister and grandparents of the employee or the employee's spouse as well as those persons' spouses, their children and their children's spouses.

The following are also considered to be an employee's relative for the purposes of those sections:

1. a person having acted, or acting, as a foster family for the employee or the employee's spouse;
2. a child for whom the employee or the employee's spouse has acted, or is acting, as a foster family;
3. a tutor or curator of the employee or the employee's spouse or a person under the tutorship or curatorship of the employee or the employee's spouse;
4. an incapable person having designated the employee or the employee's spouse as mandatary; and
5. any other person in respect of whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person's state of health.

Section 79.7, paragraphs 1 to 4:

An employee may be absent from work for 10 days per year to fulfil obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26).

The leave may be divided into days. A day may also be divided if the employer consents thereto. If it is warranted, by the duration of the absence for instance, the employer may request that the employee furnish a document attesting to the reasons for the absence. The employee must advise the employer of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

Section 79.8:

An employee may be absent from work for a period of not more than 16 weeks over a period of 12 months where he must stay with a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26), because of a serious illness or a serious accident. Where the relative or person is a minor child, the period of absence is not more than 36 weeks over a period of 12 months.

However, if a minor child of the employee has a serious and potentially mortal illness, attested by a medical certificate, the employee is entitled to an extension of the absence, which shall end at the latest 104 weeks after the beginning thereof.

Section 79.8.1:

An employee may be absent from work for a period of not more than 27 weeks over a period of 12 months where he must stay with a relative, other than his minor child, or a person for whom the employee acts as a caregiver, as attested by a professional

working in the health and social services sector and governed by the Professional Code (chapter C-26), because of a serious and potentially mortal illness, attested by a medical certificate.

Section 79.9:

An employee is entitled to an extension of the period of absence under the first paragraph of section 79.8, which shall end not later than 104 weeks after the beginning of that period, if the employee must stay with his minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities.

Section 79.10:

An employee may be absent from work for a period of not more than 104 weeks if the employee's minor child has disappeared. If the child is found before the expiry of the period of absence, that period shall end on the eleventh day that follows the day on which the child is found.

Section 79.10.1:

An employee may be absent from work for a period of not more than 104 weeks by reason of the death of the employee's minor child.

Section 79.11:

An employee may be absent from work for a period of not more than 104 weeks if the employee's spouse, father, mother or child of full age commits suicide.

Section 79.12:

An employee may be absent from work for a period of not more than 104 weeks if the death of the employee's spouse or child of full age occurs during or results directly from a criminal offence.

Section 79.13:

Sections 79.9, 79.10, 79.11 and 79.12 apply if it may be inferred from the circumstances of the event that the serious bodily injury is probably the result of a criminal offence, the death is probably the result of such an offence or of a suicide, or the person who has disappeared is probably in danger.

However, an employee may not take advantage of these provisions if it may be inferred from the circumstances that the employee or, in the case of section 79.12, the deceased person was probably a party to the criminal offence or probably contributed to the injury by a gross fault.

Section 79.14:

Sections 79.9 and 79.12 apply if the injury or death occurs in one of the situations described in section 79.1.2.

Section 79.15:

A period of absence under sections 79.9 to 79.12 shall not begin before the date on which the criminal offence that caused the serious bodily injury was committed or before the date of the death or disappearance and shall not end later than 104 weeks after that date. However, during the period of absence, the employee may return to work intermittently or on a part-time basis if the employer consents to it.

If, during the same 104-week period, a new event occurs, affecting the same child and giving entitlement to a new period of absence, the maximum period of absence for those two events may not exceed 104 weeks from the date of the first event.

Section 79.16, first paragraph:

The following provisions apply for periods of absence under sections 79.8 to 79.12, with the necessary modifications:

- An employee must advise the employer as soon as possible of a period of absence from work, giving the reasons for it. If it is warranted by the duration of the absence or its repetitive nature, for instance, the employer may request that the employee furnish a document attesting to those reasons.

During a period of absence under the second paragraph of section 79.1, the employee may return to work intermittently or on a part-time basis if the employer consents to it (section 79.2).

- An employee's participation in the group insurance and pension plans recognized in the employee's place of employment shall not be affected by the absence from work, subject to regular payment of the contributions payable under those plans, the usual part of which is paid by the employer (section 79.3, first paragraph).
- At the end of the period of absence, the employer shall reinstate the employee in the employee's former position with the same benefits, including the wages to which the employee would have been entitled had the employee remained at work. If the position held by the employee no longer exists when the employee returns to work, the employer shall recognize all the rights and privileges to which the employee would have been entitled if the employee had been at work at the time the position ceased to exist.

Nothing in the first paragraph shall prevent an employer from dismissing, suspending or transferring an employee if, in the circumstances, the consequences of any of the events mentioned in section 79.1 or the repetitive nature of the absences constitute good and sufficient cause (section 70.4).

- If the employer makes dismissals or layoffs that would have included the employee had the employee remained at work, the employee retains the same rights with respect to a return to work as the employees who were dismissed or laid off (section 70.5).

This division shall not grant to an employee any benefit to which the employee would not have been entitled if the employee had remained at work (section 79.6).

SCHEDULE "S"

GUIDELINES FOR ENSURING COMPLIANCE WITH WORK HEALTH AND SAFETY RULES IN THE RESIDENTIAL SECTOR

Whereas employers must take the measures needed to protect and ensure the health, safety, physical integrity, well being and hygiene of the employees in their service, all in accordance with Article 27.01 of this collective agreement and the *Act respecting occupational health and safety*;

Whereas employees must also take the necessary steps to protect their health, safety and physical integrity and must be careful not to endanger the health, safety and physical integrity of the other people on the job site, all in accordance with Article 27.01 of this collective agreement and the *Act respecting occupational health and safety*;

Whereas the CNESST is responsible for issuing infraction notices to any person who contravenes the provision of the *Act respecting occupational health and safety* and its regulations;

Wherefore the parties hereby agree to promote the following principles in their actions, regarding both their respective members and organizations working in the area of work health and safety:

- Compliance with the rules of health and safety is a shared responsibility on the part of all of the employers and employees working on construction sites;
- The elimination at source of any risks to the health, safety and physical integrity of the employees shall lie in a concerted effort by both employers and employees;
- These principles shall guide the directions of the CNESST in its application of the *Act respecting occupational health and safety* and its regulations, particularly, in the area of inspection, with a view to having both employers and employees act responsibly.

IN WITNESS WHEREOF, the parties have signed this agreement in Montreal on July 9, 2021.

For the Conseil provincial du Québec
des métiers de la construction
(International) :

Michel Trépanier

Patrick Bérubé

Sylvain Morissette

For CSD Construction :

Carl Dufour

Marco Patenaude

Francis Hébert

For CSN – Construction :

Bertrand Gauthier

Marc-Olivier Gagnon

For FTQ – Construction :

Eric Boisjoly

Rénald Grondin

Arnold Guérin

For the Syndicat québécois
de la construction (SQC) :

Annie Robineau

Charles-Olivier Picard

Vincent Éthier

For the Association des
professionnels de la construction
et de l'habitation du Québec Inc.
(APCHQ) :

Luc Bélanger

Nicole Robichaud

Francis Montmigny

SCHEDULE "T"

RESCINDED

SCHEDULE "U"

RESCINDED

SCHEDULE “V”

PSYCHOLOGICAL AND SEXUAL HARASSMENT

The provisions on psychological and sexual harassment contained in the Act respecting labour standards (CQLR c. N-1.1) and reproduced in this schedule are an integral part of this collective agreement, with the necessary adaptations.

A grievance arbitrator shall hear any grievance regarding psychological and sexual harassment (Section 62, Act R-20).

CHAPTER IV

DIVISION V.2

PSYCHOLOGICAL HARASSMENT

Definition:

81.18. For the purposes of this Act, “psychological harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. For greater certainty, psychological harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.

Serious incidence:

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

Employee’s rights:

81.19. Every employee has a right to a work environment free from psychological harassment.

Employer’s duty:

Employers must take reasonable action to prevent psychological harassment and, whenever they become aware of such behaviour, to put a stop to it. They must, in particular, adopt and make available to their employees a psychological harassment prevention and complaint processing policy that includes, in particular, a section on behaviour that manifests itself in the form of verbal comments, actions or gestures of a sexual nature.

Employees covered and recourse:

81.20. The provisions of sections 81.18, 81.19, 123.7, 123.15 and 123.16, with the necessary modifications, are deemed to be an integral part of every collective agreement. An employee covered by such an agreement must exercise the recourses provided for in the agreement, insofar as any such recourse is available to employees under the agreement.

At any time before the case is taken under advisement, a joint application may be made by the parties to such an agreement to the Minister for the appointment of a person to act as a mediator.

The provisions referred to in the first paragraph are deemed to form part of the conditions of employment of every employee appointed under the *Public Service Act* (chapter F 3.1.1) who is not governed by a collective agreement. Such an employee must exercise the applicable recourse before the Commission de la fonction publique according to the rules of procedure established pursuant to that Act. The Commission de la fonction publique exercises for that purpose the powers provided for in sections 123.15 and 123.16 of this Act. The third paragraph also applies to the members and officers of bodies.

CHAPTER V

DIVISION II.1

RECOURSE AGAINST PSYCHOLOGICAL HARASSMENT

Time limit:

123.7. Any complaint concerning psychological harassment must be filed within two years of the last incidence of the offending behaviour.

Decisions:

123.15. If the Administrative Labour Tribunal considers that the employee has been the victim of psychological harassment and that the employer has failed to fulfil the obligations imposed on employers under section 81.19, it may render any decision it believes fair and reasonable, taking into account all the circumstances of the matter, including the discriminatory nature of the behaviour, such as:

1. ordering the employer to reinstate the employee;
2. ordering the employer to pay the employee an indemnity up to a maximum equivalent to wages lost;
3. ordering the employer to take reasonable action to put a stop to the harassment;
4. ordering the employer to pay punitive and moral damages to the employee;
5. ordering the employer to pay the employee an indemnity for loss of employment;
6. ordering the employer to pay for the psychological support needed by the employee for a reasonable period of time determined by the Tribunal;
7. ordering the modification of the disciplinary record of the employee who has been a victim of psychological harassment.

Employment injury:

123.16. Paragraphs 2, 4 and 6 of section 123.15 do not apply to a period during which the employee is suffering from an employment injury within the meaning of the *Act respecting industrial accidents and occupational diseases* (chapter A 3.001) that results from psychological harassment. Where the Administrative Labour Tribunal considers it probable that, pursuant to section 123.15, the psychological harassment entailed an employment injury for the employee, it shall reserve its decision with regard to paragraphs 2, 4 and 6.

SCHEDULE "W"

LETTER OF UNDERSTANDING CONCERNING MOBILE APPLICATIONS AND TIMEKEEPING

WHEREAS on June 12, 2020, Bill 64, *An Act to modernize legislative provisions as regards the protection of personal information* was tabled before the Québec National Assembly;

WHEREAS Bill 64 is undergoing an in-depth study by a commission;

WHEREAS the timekeeping method is being discussed as part of negotiations to renew the collective agreement with a view to adapting to new technologies in a way that upholds workers' rights;

WHEREAS the parties acknowledge that there is reason to modernize the timekeeping method in the construction industry, but that discussions around this involve complicated and evolving legal principles;

WHEREAS as of the date of this agreement, Bill 64 has not yet been passed by the Québec National Assembly;

WHEREAS Bill 64, if passed, will amend various laws dealing with the protection of information held by private sector organizations;

WHEREAS the Parties wish to establish a joint committee for the implementation of a new timekeeping method in compliance with the current and future legislative framework;

IN CONSIDERATION OF THE PRECEDING, THE ALLIANCE SYNDICALE AND THE SECTOR-BASED EMPLOYER ASSOCIATIONS (ACQ, ACRGTQ AND APCHQ) AGREE AS FOLLOWS:

1. The preamble is an integral part of this agreement;
2. The Parties shall set up, no later than December 31, 2021, a joint committee on the implementation of a work hours timekeeping mobile application (hereinafter referred to as the "Committee");
3. The Committee shall be made up of a maximum of five (5) members from the representative associations and a maximum of five (5) members from the sector-based employer associations. Meetings of the Committee shall be held as established by the Committee;
4. The parties may, if they so wish, add an expert to the Committee;
5. The mandate of the Committee is to determine under which clauses of the collective agreement employers and employees could use a mobile application installed on a smart electronic device for work-related timekeeping purposes. In fulfilling its mandate, the Committee must take into account the following aspects, among other things:

SIGNING

SIGNING OF THE COLLECTIVE AGREEMENT FOR THE RESIDENTIAL SECTOR

Between

The Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International), the Centrale des syndicats démocratiques (CSD Construction), the Fédération des travailleurs et des travailleuses du Québec (FTQ-Construction) and the Syndicat québécois de la construction (SQC),

And

The Association des professionnels de la construction et de l'habitation du Québec Inc. (APCHQ),

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

- a. The mobile application can be used on a smart electronic device;
 - b. Employees are free to consent or not to using a mobile application requiring a smart electronic device for the purpose of entering their work hours, and, in this case, are not subject to reprisals or disciplinary measures;
 - c. The timekeeping application cannot allow continuous geopositioning of employees;
 - d. The timekeeping mobile application cannot access the personal information of employees;
 - e. All applicable legislation concerning personal information.
6. The Committee must submit its report to the Parties no later than March 31, 2022 or within three (3) months of the creation of the Committee, whichever comes first. The Parties must follow up on the report of the Committee within thirty (30) days of its being submitted and amend the collective agreement accordingly.
 7. If the Committee does not submit a report to the Parties specifying clauses of the collective agreement within the deadline specified in paragraph 6 or [does not] submit a report to the Parties indicating a disagreement, any one of the Parties may refer the dispute to an arbitrator within thirty (30) days of the expiry of the time limit specified in paragraph 6 or of the submitting of a report indicating a disagreement.
 8. The arbitrator's mandate is to integrate into the collective agreements new clauses regarding a timekeeping mobile application for work hours, while taking into account the provisions of paragraph 5;
 9. The arbitrator has ninety (90) days following his appointment for rendering his decision, which shall be final, unappealable and binding on the Parties, the employers and the employees. The ninety (90) day time limit may be extended as agreed by the parties;
 10. For the purpose of this arbitration, the arbitrator shall have the powers as conferred under Section 45.0.3. of Act R-20.

IN WITNESS WHEREOF, the parties have signed this agreement in Montreal on July 9, 2021.

For the Conseil provincial du Québec des métiers de la construction (International) :

Michel Trépanier

Patrick Bérubé

Sylvain Morissette

For CSD Construction :

Carl Dufour

Marco Patenaude

Francis Hébert

For CSN – Construction :

Bertrand Gauthier

Marc-Olivier Gagnon

For FTQ – Construction :

Eric Boisjoly

Rénald Grondin

Arnold Guérin

For the Syndicat québécois de la construction (SQC) :

Annie Robineau

Charles-Olivier Picard

Vincent Éthier

For the Association des professionnels de la construction et de l'habitation du Québec Inc. (APCHQ) :

Luc Bélanger

Nicole Robichaud

Francis Montmigny

CERTIFICATION

COPY, as printed under the authority of the Commission de la construction du Québec, of the collective agreement for the residential sector of the construction industry reached between the Association des professionnels de la construction et de l'habitation du Québec (APCHQ) and the Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International), the Centrale des syndicats démocratiques (CSD Construction), the Fédération des travailleurs et des travailleuses du Québec (FTQ-Construction) and the Syndicat Québécois de la construction (SQC), signed on July 9, 2021, deposited in triplicate with the Ministère du Travail on July 12, 2021 and coming into effect on August 1, 2021, with the corrections and modifications deposited with the Ministère du Travail on December 13, 2021.

This publication includes the clauses contained in the agreement on the common clauses of the four sector-based collective agreements of the construction industry, as entered into by the Association des entrepreneurs en construction du Québec (AECQ), the Confédération des syndicats nationaux (CSN-Construction), the Conseil provincial du Québec des métiers de la construction (International), the Centrale des syndicats démocratiques (CSD Construction), the Fédération des travailleurs et des travailleuses du Québec (FTQ-Construction) and the Syndicat Québécois de la construction (SQC), signed on July 9, 2021, deposited with the Ministère du Travail on July 12, 2021 and coming into effect on August 1, 2021.

In accordance with Section 48.1 of the *Act respecting labour relations, vocational training and workforce management in the construction industry* (CQLR, c R-20), I hereby certify that the content of the clauses printed in this publication is compliant with the copy of such documents as received by the Commission de la construction du Québec pursuant to Section 48 of said Act.



DIANE LEMIEUX

President and Chief Executive Officer



Association des
entrepreneurs en
construction du
Québec



ASSOCIATION DE
LA CONSTRUCTION
DU QUÉBEC



Association des constructeurs
de routes et grands travaux du Québec

ACRGTQ



APCHA



Corporation
des maîtres électriciens
du Québec



CMMTQ

Corporation des maîtres
mécaniciens en tuyauterie
du Québec



SOLIDE.



CSN

CONSTRUCTION



SYNDICAT QUÉBÉCOIS DE LA
CONSTRUCTION



COMMISSION
DE LA CONSTRUCTION
DU QUÉBEC

Dépôt légal

Bibliothèque et Archives nationales du Québec, 2022

ISBN : 978-2-550-93013-6 (imprimé)

ISBN : 978-2-550-93014-3 (PDF)

PD5147A (2204)