Collective Agreement

2021
2025

CIVIL ENGINEERING AND ROADS SECTOR

SECTOR

COLLECTIVE AGREEMENT

2021 - 2025

THE ASSOCIATION DES CONSTRUCTEURS DE ROUTES ET GRANDS TRAVAUX DU QUÉBEC (ACRGTQ)
AND
THE CONSEIL PROVINCIAL DU QUÉBEC DES MÉTIERS DE LA CONSTRUCTION (INTERNATIONAL) (CPQMCI)
AND
THE CSD CONSTRUCTION
AND
THE CSN-CONSTRUCTION
AND
THE FTQ-CONSTRUCTION
AND
THE SYNDICAT QUÉBÉCOIS DE LA CONSTRUCTION

CIVIL ENGINEERING AND ROADS

Sector

(Construction Industry, Act R-20)

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

DIVISION I

DEFINITIONS

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

1) **"Employees' association":** a professional union representing construction employees or any group of construction employees, whether constituted or not 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) **"Representative association":** an association to which the Commission has issued a certificate in accordance with Section 34 of the Act.

3) **"Majority representative association":** for the purpose of this collective agreement, the CSD Construction, the CSN-Construction, the Conseil provincial du Québec des métiers de la construction (International), the FTQ-Construction and the Syndicat québécois de la construction shall (SQC) constitute the majority representative association.

4) "**Sector-based employers' association**": the Association des constructeurs de routes et grands travaux du Québec, as recognized under the Act.

5) **"CNESST":** the Commission des normes, de l'équité, de la santé et de la sécurité du travail.

6) **"Job site":** any place where work covered under the Act is performed.

7) **"Job site with bunkhouses":** any construction job site located away from an urban centre, where suitable room and board facilities are not available in sufficient number, and where the setting up of temporary accommodation facilities is required for the performance of the work.

8) **"Remote job site":** any construction job site located away from any urban centre, that is inaccessible by a passable overland road connected to the road system as a whole maintained by Quebec.

9) **"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.

10) **"Group leader (foreman-employee)":** any employee who, at the express request of the employer, performs duties involving supervision or coordination. He shall possess a journeyman competency certificate for his trade or an occupation competency certificate. When a higher level of supervision is present on the job site, such as a superintendent or designated employer representative, the group leader may temporarily perform duties related to his trade or occupation.

11) **"Commission":** the Commission de la construction du Québec.

12) "**Spouse**": any person of the opposite or same sex who:

a) Is married to or is in a civil union with an employee.

b) Has been living maritally with an employee for at least 12 months.

c) Is living maritally with an employee in the following cases:

i) At least one child has been born or will 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 together maritally for a period of at least 12 consecutive months.

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

13) "**Collective agreement**": this collective agreement concerning the working conditions as agreed to by the signatory sector-based employers' association and representative associations.

14) **"Employer":** any party, including the Gouvernement du Québec, that has work carried out by an employee.

15) **"Grievance":** any disagreement related to one of the subjects specified in Section 62 of the Act.

16) **"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.

17) "**Hours worked, working hours**": all hours or fractions thereof during which an employee performs work, and also all hours or fractions thereof during which the employee is at his employer's disposal and obliged to be present at his place of work, as well as any hours or fractions thereof between the time at which he is required to report to work and the time work is given to him.

17.1) **"Cumulative daily and weekly hours performed in more than one sector":** an employee's daily and weekly hours shall be cumulative when, in the course of his work day or work week, the employee is assigned to work in different sectors of the construction industry. In this case, overtime shall be remunerated at the increased wage rate applicable in the sector where the hours are worked.

18) **"Heavy industry":** construction work performed in a heavy water plant, thermal electric power station or nuclear power plant.

The following plants and work also come under this definition, but only when the following work is included in the civil engineering and roads sector as specified under the Act:

- The construction of oil refineries, chemical plants, metallurgical plants, steel mills, pulp and paper mills, gas production and conversion plants.
- The construction of pulp and paper facilities, cement plants and tank farms for products related to the petrochemical industry.
- The construction of assembly plants for cars, buses, other public transportation vehicles, trucks and aeronautical vehicles.
- The construction of a methane terminal.

19) **"Working day":** any day included in the standard work week as defined in Division XXI with the exclusion of Saturdays, Sundays, annual vacations and statutory holidays.

20) **"Crane rental employer":** any employer whose main activity consists of renting cranes.

21) **"Act":** the *Act respecting labour relations, vocational training and workforce management in the construction industry* (R.S.Q., c. R-20).

22) **"Dispute":** any disagreement over the interpretation and application of the collective agreement, except for those provided for under Section 62 of the Act.

23) **"Disciplinary measure":** any reprimand, suspension, disciplinary layoff, or dismissal.

24) **"Layoff":** any temporary or permanent severance of an employee's employment with an employer that is justified by a lack of work on a job site or within a company.

25) **"Operator":** heavy equipment operators, crane operators, shovel operators, heavy equipment mechanics, truck drivers, vacuum truck operators, heavy equipment welders, hoisting equipment operators, stationary and portable mixing plant operators, generator operators, and the apprentices of the above-mentioned trades.

26) **"Pile setter":** any employee assigned to pile driving.

26.1) **"Crane operator in the service of a pile setter":** any crane operator who works for an employer whose main activity consists of pile driving.

27) **"Electric power station":**

a) **Transmission and distribution station:** an area, generally enclosed by a fence, including, as the case may be, instrumentation, equipment, one or more buildings, pylons and structures of any kind, transmission systems and other types of infrastructure, directly or indirectly used for the transformation, sectioning, distribution, interconnection, conversion or stabilization and compensation of electric power that is transmitted or distributed by public or private networks.

Any work essential to the implementation and the efficient operation of the station, carried out on this location and involving professional fields such as civil engineering, electric power, architecture, including the installation and construction of buildings, concrete and other kinds of foundations, oil drainage and recovery systems, etc., as well as any other work required to complete the station.

Public or private networks refer to any electric power line located between the starting point at the power production plant, taking into account the second paragraph of Paragraph b) hereafter, where applicable, and the point of connection to the consumer.

However, preliminary ground preparation work shall be included in this definition.

b) **Station in electric power plant:** any instrumentation, equipment and other similar objects erected in a generally fenced-in area located between the starting point of the electric power line at the production plant and the electric power transformers comprised therein that receive the energy produced by

the turbines are also included in this definition of a station, but only with respect to the instrumentation, equipment and other objects used directly for the transformation, conversion, sectioning, distribution or transmission of electric power, including concrete foundations, fire walls, oil recovery systems, etc.; also included in this definition when they are located on the roofs of electric power plant buildings are any gas-insulated equipment, pylons, towers, metal supports, accessories and related components that complete the station.

This concept also applies when said instrumentation, equipment and other similar objects are located in an area adjacent to the production plant, i.e., at a distance ranging from 0′ to 1,000′, and when there is an overlap as of this distance and only when the power transformers that form the core of this station are used to step-up the voltage produced by the plant alternators. For this reason, the starting point mentioned in the previous paragraph is extended according to this distance.

Accordingly, the buildings, fencing, groundwork and sewers located in this area are not included in this definition. The following are also excluded: troughing and drainage systems, but only when they are located on the roofs of electric power plant buildings.

c) **Consumer station (plants)**: any instrumentation, equipment and other similar objects erected within a generally fenced-in area located between the connection point of the plant to be supplied with power on the low voltage or conversion side, including the primary high voltage lines on poles within the limits of the plant property, are also included in this definition of a station, but only with respect to the instrumentation, equipment and other objects used directly to transform, convert, section, distribute and transmit electric power, including concrete foundations, fire walls, troughing, gas-insulated equipment, as well as the pylons, towers, poles, metal supports, overhead or underground power lines, accessories and related components required to make a complete station, and only when the power delivered by the distributor is 25 kV and over.

Accordingly, the buildings, fencing, groundwork and sewers located in this area are not included in this definition.

28) **"Regulation respecting vocational training":** the *Regulation respecting the vocational training and qualification of manpower in the construction industry*.

29) **"Regulation respecting hiring and mobility":** the *Regulation respecting the hiring and mobility of employees in the construction industry*.

30) **"Remuneration":** the hourly wages specified in the schedules hereto plus any compensation and benefits with monetary value as provided for under this collective agreement, with the exception, in the case of independent contractors, of social benefits (fringe benefits) and the cost of equipment rental.

31) **"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.

32) **"Wages":** any remuneration in currency and any compensation or benefits with monetary value as determined by the collective agreement.

33) **"Employee":** any apprentice, labourer, unskilled worker, skilled worker, journeyman or clerk, who works for an employer and is entitled to a wage.

34) **"Civil engineering and roads sector":** the sector comprising the construction of works of general interest, and public or private utilities, including facilities, equipment and buildings whether or not physically attached to such works, and in particular, the construction of roads, waterworks, sewers, bridges, dams, power lines and gas pipelines.

34.1) **"James Bay region":** 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 50° 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 58° north. This territory is commonly identified as Region 13 under the *Regulation respecting the hiring and mobility of employees in the construction industry* in effect at the time of signing this collective agreement.

35) **"Asphalt laying work and road surfacing work":** asphalt-laying work, road surfacing work and all related operations. This work includes levelling work on the finishing layer (fine grade) immediately preceding the asphalt laying and road surfacing work and ending after the final asphalt laying and road surfacing work.

36) **"Emergency work":** any work carried out when the employer or client could sustain material damage or when the health or safety of the public is in danger. A contractual penalty clause or any other similar clause shall not be considered as material damage.

37) **"Union":** any union or association of employees affiliated with a representative association in accordance with the Act.

38) **"Natural gas and oil transportation pipelines":** all work involved in or related to the excavation for and installation of a system of pipes serving to transport natural gas or oil provincially or interprovincially, as performed above or below a distribution company's or carrier's city-gate station, including the mainline that transports the natural gas or oil located in the city-gate station.

    Also included in this definition is work coming under the electrician trade that is performed in a city-gate station or in a compression station, insofar as said work is for the purpose of supplying power to equipment and machines directly related to the piping system. Accordingly, any electrical work related to buildings (lighting, heating and ventilation, etc.) are not included in this definition.

39) **"Natural gas distribution network":** all work involved in and related to the excavation for and installation of a system of pipes intended for regional distribution of natural gas, starting from a distribution company's city-gate station or from an existing distribution network including the hookup of the system of piping to such locations, and extending to a gas pressure regulator station (village, town, city, metropolitan area, etc.) or to a major industrial customer.

40) **"Natural gas supply network":** all work involved in and related to the excavation for and installation of piping intended to supply users, starting from either a gas pressure regulator station or the distribution network, including hook-up of such piping to such locations, and extending to the users' meters.

DIVISION II

RECOGNITION

2.01 **Right to negotiate:** The CSD Construction, the CSN-Construction, the Conseil provincial du Québec des métiers de la construction (International), the FTQ-Construction and the Syndicat québécois de la construction (SQC) recognize the Association des constructeurs de routes et grands travaux du Québec as the only employer agent authorized to negotiate and enter into this collective agreement.

2.02 The Association des constructeurs de routes et grands travaux du Québec recognizes the CSD Construction, the CSN-Construction, the Conseil provincial du Québec des métiers de la construction (International), the FTQ-Construction and the Syndicat québécois de la construction (SQC) as the only representative associations authorized to negotiate and enter into this collective agreement.

DIVISION III

JURISDICTION

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

3.02 **Sector-based jurisdiction:** This jurisdiction covers construction work carried out in the civil engineering and roads sector as defined in Section 1 of the Act.

3.03 **Maintaining jurisdiction:** All construction work as specified under the Act is deemed to come under the jurisdiction of the collective agreement until such time as the Administrative Labour Tribunal has rendered a decision to the contrary.

3.04 **Territorial jurisdiction:** This collective agreement applies to all of Quebec without exception.

DIVISION IV

TRADES, SPECIALTIES AND OCCUPATIONS

4.01 Scope of definitions:

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

2) **Occupations:** The description of the duties of employees carrying out construction work, as regards exclusive occupations and common occupations, is defined in Schedule "B" of this collective agreement.

3) **Surveyor:** Any employee, other than a surveyor, may, when necessary to make progress in his work, use surveying instruments, such as levels, transits and other instruments, for the purpose of determining measurements and elevations, provided that it does not consist primarily of a surveyor's job.

4.02 Crew leader:

1) **General rule:** The crew leader shall practise the trade, specialty or occupation of the employees under his authority. When a crew leader is responsible for employees from several different trades, he shall hold a journeyman competency certificate for the trade that he practises. The crew leader may not impose disciplinary measures on another employee.

When a crew leader is responsible for employees from several different occupations, he shall hold an occupation competency certificate issued under a law or regulation.

2) **Special rule: Boilermaker, reinforcing steel erector, crane operator in service of crane rental employer, millwright (industrial mechanic), ironworker, pipe welder, pipeline welder, supply welder, distribution welder and pipefitter:** The concept of crew leader does not apply to these trades.

3) **Special rule: Electrician:** The employer shall designate a crew leader when it employs, on the same job site, more than four (4) electricians, unless a higher level of management or supervision such as group leader, general foreman, superintendent or a representative designated by the employer is already present.

A crew leader shall not have under his responsibility employees other than those of his trade or specialty. This rule, however, shall not prevent a crew leader from coordinating work performed by employees of different trades, specialties or occupations.

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

An apprentice may not act as crew leader.

4) **Special rule: Refrigeration mechanic and fire-protection mechanic:** The employer shall designate a crew leader when it employs, on the same job site, four (4) or more employees practising the same trade, unless a higher level of management or supervision such as general foreman, superintendent or a representative designated by the employer is already present.

4.03 Group leader (foreman-employee):

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

A group leader may not have under his responsibility employees other than those of his trade, specialty or occupation. This rule, however, shall not prevent a group leader from coordinating work performed by employees of different trades, specialties or occupations.

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

2) **Special rule: Boilermaker:** The employer shall designate a group leader when it employs more than one (1) boilermaker on the same job site. However, when a group leader has 4 or more boilermakers under his supervision, he may not perform the duties related to his trade.

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

When, however, a higher level of supervision is present on the job site and this person holds a boilermaker competency certificate only, the employer shall not be obliged to designate a group leader should the number of employees be fewer than 4 boilermakers.

An apprentice may not act as group leader.

3) **Special rule: Roofer:** The employer shall designate a group leader when the number of employees in its service on the same job site practising the same trade reaches seven (7), unless a higher level of management or supervision such as general foreman, superintendent or a representative designated by the employer is already present.

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

An apprentice may not act as group leader.

4) **Special rule: Reinforcing steel erector and ironworker:** The employer shall designate a group leader when the number of employees in its service on the same job site practising the same trade reaches five (5), unless a higher level of management or supervision such as general foreman, superintendent or a representative designated by the employer is already present.

5) **Special rule: Crane operator in service of crane rental employer:** The concept of group leader does not apply to an employee in the service of a crane rental employer.

6) **Special rule: Millwright (industrial mechanic):** The employer shall designate a group leader when the number of employees in its service on the same job site practising the same trade reaches four (4). The group leader, however, may perform the duties related to his trade.

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

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

4.05 **Employer's responsibility**: An employer that hires an employee is responsible for ensuring that the latter holds the competency certificate required to perform the work to which he will be assigned, in accordance with the regulations.

Should the employer assign an employee to a task for which he 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.

4.06 **Performance of work:**

1) **General rule:** Cutting, sharpening, equipment rigging and forging are performed by the journeymen or apprentices from the trade concerned. Welding and cutting, however, may also be performed by welders.

2) **Special rule: Heavy equipment:** Any installation of an attachment to a piece of heavy equipment, including cranes and shovels, shall be performed by a journeyman or apprentice from the trade concerned, assisted, where needed, by other employees.

3) **Special rule: Boilermaker, reinforcing steel erector and ironworker:** When welding and cutting work is required for the performance of tasks related to such trades, the employer shall assign a welder from the trade concerned who is able to perform such work. The application of this subsection, however, must under no circumstances delay the work of the employer on the job site.

4) **Special rule: Cement finisher and roofer:** The welding of material (membrane installation) related to his trade shall be performed by an employee from this trade.

5) **Special rule: Electrician:** Cutting, sharpening, equipment rigging and forging related to electrical installation work is performed by an employee from the electrician trade.

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

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

6) **Special rule: Tinsmith:** Any cutting and welding shall be performed by an employee from this trade. The application of this subsection, however, must under no circumstances delay the work of the employer on the job site.

7) **Special rule: Millwright (industrial mechanic):** When welding or cutting work is required for the performance of duties related to this trade, the employer shall hire a millwright on a preferential basis. Moreover, the millwright shall perform the work specified under the *Regulation respecting vocational training*.

4.07 Handling:

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

   Except in the cases and within the limits provided for in the general rule and in the following special rules, the employer may have any employee that it chooses handle materials and scaffolding.

   For the purpose of this article, the word "handling" does not include power rigging.

2) **Special rule: Insulator, roofer, electrician, tinsmith, erector-mechanic (glazier), painter, resilient flooring layer, interior systems installer and flooring specialist-sander:** The handling of materials related to a trade shall be performed by an employee of such trade. However, the handling of scaffolding and the first hand drop shall be performed either by an employee of such trade or in keeping with the customs of the trade.

3) **Special rule: Bricklayer-mason, cement finisher, reinforcing steel erector, refrigeration mechanic, elevator mechanic, ironworker, plasterer, plasterer-joint pointer and joint pointer:** The handling of materials and scaffolding for a trade shall be performed by journeymen or apprentices of such trade or in keeping with the customs of the trade.

4) **Special rule: Carpenter-joiner:** The handling of support scaffolding and the materials and equipment related to the trade of carpenter-joiner shall be performed by an employee of such trade when performed for immediate and permanent installation purposes.

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

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

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

6) **Special rule: Millwright (industrial mechanic):** Handling is performed by a millwright, regardless of the method(s) and/or type of equipment, whether mechanized or not, as used for the purpose of handling (rigging), first hand drop, and the handling of materials, equipment and accessories. The handling of scaffolding related to the duties of the trade shall be performed by a millwright or in keeping with the customs of the trade.

4.08 Training:

1) An employer that assigns an employee to operate new equipment or perform new tasks as a result of technological development or mechanization shall pay the employee the wage rate for his trade, specialty or occupation during the period required for his training.

2) **Study sessions**: The employer must use, on a monthly basis, part of the hours not worked due to cancelled or stopped work (Article 19.01), to provide prevention, safety and first aid training.

   An employee who, at the express request of the employer, must attend a mandatory training course or information session during his employment as required for the performance of his work shall be entitled to his wage rate, to the provisions concerning social (fringe) benefits and to compulsory annual vacation pay, statutory holiday pay and sick leave pay as well as to compensation for travelling expenses, as provided for under Division 24, where applicable.

   The same principle shall apply when this involves a course or session required by a client of the employer.

   In addition, an employer that wishes to assign an employee to a job site and expressly asks the employee to take orientation training to have access to the job site, shall pay the amounts specified in the second paragraph insofar as the employee reports to work at the agreed upon time. The time devoted to the orientation training shall be added to the employee's first pay check.

3) The provisions of this article shall apply for the information sessions and the training sessions specified in the above Subsections 1) and 2), whether provided online or in person.

   The provisions of this article do not apply to the training requirement set forth in Section 7 of the *Regulation respecting the issuance of competency certificates*.

DIVISION V

TRADE JURISDICTION DISPUTES

5.01 Preventive measures:

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

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

When the mark-up meeting brings to light a dispute over the assignment of construction work, the union, the employer concerned and the ACRGTQ shall be immediately notified in writing. The notice shall be conveyed by the party that is in disagreement with the proposed assignment.

As of the conveyance of the notice specified in the preceding paragraph, the parties involved have 48 hours to settle the dispute. Once this time limit has expired, if the dispute has not been settled, one of the parties may submit it to the second step of the procedure specified in Article 5.02 hereof.

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

1st step: The union representatives and employer involved in the dispute shall have the opportunity to settle the dispute within 2 working days of learning of said dispute.

2nd step: When the dispute is still not settled, one of the parties concerned shall submit the dispute to the trade jurisdiction dispute settlement committee according to the following procedure:

- Within 2 working days of the expiry of the first step, a written declaration regarding the formation of a trade jurisdiction dispute settlement committee shall be conveyed to the Secretary General of the Commission. The declaration shall identify the job site, give the name of the employer and provide a brief description of the dispute.

- On the working day following receipt of the declaration, the Secretary General of the Commission shall convey a copy of the declaration to each of the representative associations and the ACRGTQ. As of the receipt of the declaration, the ACRGTQ and the representative associations have 2 working days to designate the members of the committee in accordance with Article 5.04 hereof.

- The trade jurisdiction dispute settlement committee shall sit within 2 working days of its appointment. Participation and presence at a meeting of the committee shall be reserved for the ACRGTQ, the employers concerned, the representative associations and the employee associations involved in the dispute.

- The committee shall handle the dispute according to the following procedure:

  a) The committee shall first implement a mediation process to bring the parties together and try to assist them in coming to an agreement.

  b) In the event that settling the dispute through mediation proves impossible, the committee shall hold a hearing to allow the parties to be heard and shall make a decision on the assignment of the work.

- The committee shall render its decision within 2 working days following the end of the hearing.

3rd step: When one of the parties involved in the dispute is not satisfied with the assignment decision, it may submit it to the Administrative Labour Tribunal in accordance with the provisions of the Act.

A party that considers itself to be adversely affected by the assignment of work carried out by an employer may contest the assignment directly before the Administrative Labour Tribunal without having to go through the first and second steps. In such case, the assignment decision by the employer shall be applicable until the Administrative Labour Tribunal renders, as the case may be, a decision concerning the trade jurisdiction dispute.

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

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

5.04 Committee members and operating rules:

1) The committee shall be composed of 3 members designated by the representative associations and the ACRGTQ.

   Each negotiating party draws up a list of persons able to sit on the committee. The lists are published in Schedule V-1 of this collective agreement.

   The negotiating parties shall respectively convey to the Secretary General of the Commission the names of the committee members within 2 working days following receipt of the copy of the declaration regarding the creation of a committee as specified in the second step of Article 5.02 hereof.

   Majority composition of the committee shall be established on an alternating basis between the employers and unions, i.e., 2 members named by the ACRGTQ and 1 person named by the representative associations and vice versa for the subsequent committee.

2) Within 2 working days of receiving the names of the persons designated to sit on the committee, the Secretary General of the Commission conveys to each of the representative associations, the ACRGTQ, the employer and the members a notice specifying the date, time and location of the hearing as well as the reason for the dispute. The hearing may be held in the regional office of the Commission closest to the job site where the dispute arose or at any other location determined by the Commission.

3) Decisions by the members are made on a majority basis and shall be based on the definitions of trades and occupations as provided in the *Regulation respecting vocational training* and in the collective agreement.

   The committee shall use the same reference documents as the Administrative Labour Tribunal and shall take into account the potential impact on work organization efficiency when making its decisions (Section 24 of Act R-20).

4) An assignment decision shall be made in writing and contain a summary of the arguments by each of the parties that participated in the hearing and shall provide an explanation clearly showing the reasons for the committee's decision. The decision shall be in compliance with the framework agreed to by the representative associations and the ACRGTQ as shown in Schedule Z-8 hereof.

   To have the validity of a decision by the committee, any agreement reached at the mediation step shall be made in writing. The assignment decision or mediation agreement shall be conveyed to the Secretary General of the Commission, the representative associations and the ACRGTQ.

5) Any expenses and disbursements arising from the committee's activities shall be assumed by the Commission.

6) No legal action may be taken against the members of the trade dispute settlement committee when acting in this capacity.

7) In order to ensure effective labour relations management, the parties hereby recognize that a dispute that has been ruled on by a trade jurisdiction dispute settlement committee should not be resubmitted to a trade dispute settlement committee when it involves the same dispute.

DIVISION VI

UNION SECURITY

6.01 Compulsory membership in representative association: Under the Act, every employee shall choose one of the representative associations and shall obtain a card 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 must also show the employee's trade(s) and specialty(ies) or, in the case of an occupation, indicate only that it is an occupation without further specification.

6.02 Union membership: Every employee shall join a union affiliated with the representative association 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.

6.03 Maintenance of membership:

1) **Condition for maintenance of employment:** Every employee shall, as a condition for 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, being "a member in good standing" means that an employee holds a union membership card from a union, complies with its bylaws and rules, and pays the union dues specified in Division VII.

2) **Employee statement:** Within a maximum of 5 working days of the start of employment, when an employee is hired, the employer shall have the employee concerned fill out and sign a form giving the employee's name, 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 by fax.

   The form supplied by the employer shall be as shown in Schedule "F". 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 contravenes 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 and the employee shall not have to be or become a member of the union, but he must comply with the provisions of Division VII.

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

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

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

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

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

DIVISION VII

UNION DUES CHECK-OFF

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

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

7.03 **Remittance of deducted union dues:** The Commission shall remit the dues so received to the representative associations with a memorandum of names, within 15 days of receipt. The memorandum of names shall also take into account any correction notice conveyed under Article 6.03, Subsection 6).

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

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

7.06 **Notice from 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.

7.07 **Effective date of changes in union dues:** Any change to union dues deductions shall be effective, as regards the employers, following notice thereof being sent by the Commission in either of the 2 periods hereinafter specified, provided the employers were notified 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 implement a correction as provided for under Article 6.03 of the collective agreement.

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

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

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

This amount is used to set up a union education fund whose purpose is to enable the representative associations identified under the Act to provide training services for the development of competencies in all aspects of labour relationships.

The Commission shall remit to each representative association, based on the amounts deducted from the members they represent, the amounts received along with a memorandum of names within fifteen (15) days of receipt. The memorandum of names transmitted must also account for any correction notices as received in accordance with Article 6.03, Subsection 6).

DIVISION VIII

UNION REPRESENTATIVE AND JOB-SITE STEWARD

8.01 **Union representative:**

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

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

3) **Job-site visit:**

a) A union representative shall have free access to all construction job sites during working hours, but in no case shall his visits unduly delay the progress of the work.

b) When he visits a job site, a union representative shall first notify the employer of the employees concerned, or in 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 pertaining to the collective agreement, health and safety and any other matter of interest to the employees he represents with the official representative on the job site of the employer concerned and the employee.

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

4) **Posting:** Upon the request of a union representative, employers shall 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.

8.02 **Job-site steward**: For reference purposes, this article reproduces the provisions pertaining to the job-site steward contained in Section 86 of the Act.

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

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

1) **Election:**

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

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

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

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

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

3) **Job-site steward duties and remuneration:**

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

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

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

d) When, exceptionally, the steward must leave his workstation for longer than the agreed upon period, he shall justify the extended absence to his employer.

e) Subject to a justification as specified in Paragraph d), the steward shall not be entitled to payment of his wages for union duties beyond the agreed upon period.

f) On a job site, the steward shall limit himself to the performance of his work for the employer and his job-site steward duties as specified under the Act.

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

a) At least seven (7) employees who are members of his union are still employed by the employer on the job site.

b) There is work to be performed in his trade, specialty or occupation.

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

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

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

DIVISION IX

ABSENCES

9.01 **Employee's right:** At the request of the union or employee, the employer shall grant a leave of absence without pay to an employee designated by the union to attend a convention, study session or other union activity. The employer shall also grant leave of absence without pay to an employee who needs to undergo treatment for alcoholism or drug addiction, or undergo therapy for compulsive gambling or conjugal violence, the whole being subject to the conditions hereinafter specified.

9.02 **Procedure:**

1) **Standard procedure:** A request shall be made in writing and give the employee's departure date, and the reason for and the probable duration of the intended absence. Such request shall be received by the employer at least 5 working days prior to the planned departure of the employee.

2) **Emergency procedure:** However, in case of emergency, for which the burden of proof lies with the union or employee, 24 hours' verbal notice shall be given to the employer, stating the employee's departure date and the reason for and the probable duration of the intended absence, all of which shall be confirmed in writing within 48 hours of the verbal notice.

9.03 **Restrictions and period of absence:**

1) **Number of employees:** Any leave of absence taken under this division of the collective agreement shall not, on any one and the same occasion, deprive an employer of more than 10% of its employees in the same trade, specialty or occupation, for a minimum of 1 employee.

2) **Period of absence:** For the purpose of this division, the employer is not required to grant the same employee more than 40 days of leave without pay for the union absences specified in the first paragraph of Article 9.01, during the course of any one calendar year. Moreover, such leave shall be granted on the condition that there is an employee available who can fulfill the regular requirements of the position left vacant.

   The duration of leave without pay to undergo treatment or therapy as specified in the second paragraph of Article 9.01 shall be indefinite, provided it is justified by a recognized organization.

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

9.04 **Employer's obligation:** No employee shall be laid off or be subject to discriminatory or disciplinary measures because he takes a leave of absence as provided for under this division, and the employer shall take the employee back into its service on the first working day following an absence as specified under this division, provided there is work available in his trade, specialty or occupation.

This article shall not apply to an employee who has received a layoff notice.

DIVISION X

EMPLOYER STATUS

10.01 **Employer identification number:** Regardless of any other rules governing it in this regard, the Commission may only issue an employer identification number following the filing by the applicant of proof that it is the holder in due form of a license as issued by the Régie du bâtiment du Québec.

The Commission may refer no workers nor confirm the hiring of any employee to a party that does not hold an employer identification number as issued pursuant to this article.

DIVISION XI

GRIEVANCE SETTLEMENT PROCEDURE

11.01 **Grievance submitted to 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, employers 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 head office of the sector-based employers association within 15 working days of the event that gave rise to the grievance or of learning 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.

With the grievance, the complainant shall submit the names of two (2) arbitrators qualified 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 is involved in a grievance, a copy of the grievance shall be submitted, at the same time as it is submitted to the employer or its representative, to the head office of the sector-based employers' association concerned. Failure to submit a copy of the grievance to the sector-based employers' association concerned shall not render the grievance invalid.

d) The employer shall give a written reply to the grievance to the representative association, the union or the employee within ten (10) working days of the date of receipt of the grievance.

In the 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) 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 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.

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

1) **Right:**

a) Any one of the following may file a grievance: 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).

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.

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 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 suggests 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, within five (5) working days, ask the Commission to designate an arbitrator.

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 XII

DISCIPLINARY MEASURES

12.01 **Rights 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.

12.02 **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 request, the reasons justifying the disciplinary measure.

12.03 **Time limit for disciplinary right, and employee record:**

1) No disciplinary measure may be taken against an employee after ten (10) working days of the event that gave rise to it, or of learning of the event. The burden of proof of such knowledge is incumbent upon the employer.

2) A disciplinary measure shall be withdrawn from an employee's file after a period of six (6) months following the issuance of such measure. Proof of the date on which a disciplinary measure was issued shall be incumbent upon the employer.

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

4) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** A disciplinary measure is withdrawn from an employee's file after a six month period following the issuance of the measure. Proof of the date on which a disciplinary measure was issued shall be incumbent upon the employer.

DIVISION XIII

DISCRIMINATION

13.01

1) **Employer's obligation:** No employer or person acting on behalf of an employer may take discriminatory measures against an employee in the following cases:

   a) by reason of the employee's race, colour, sex, gender identity or expression, sexual orientation, pregnancy, civil status, age, religion, political convictions, language, ethnic or national origin, social condition, handicap, method used to function with a handicap or union status and record.

   b) by reason of any act or action taken in the exercise of a right as stipulated under the Act.

   c) by reason of an absence in order to attend a religious service on a day that, in his religion, is a compulsory religious celebration.

   d) by reason of any personal act or activity outside working hours, incompatible with the employee's performance of his duties.

   e) by reason of his refusal to work outside the region where he usually works.

   f) by reason of a judicial record.

2) **Obligation of representative association or union:** No representative association or union may take punitive measures against a group leader or crew leader because of the normal carrying out of such duties.

13.02 The provisions of the *Act respecting labour standards* (CQLR, c. N-1.1) applicable in matters of psychological and sexual harassment, and reproduced in Schedule Z-9 of this collective agreement, are an integral part of this agreement with the necessary adaptations.

13.03 Employers must establish, in writing, a psychological harassment prevention and complaints handling policy, make the policy available and post it in its job site trailers. This policy must, among other things, contain a section concerning behaviour that manifests itself in the form of words, acts and gestures of a sexual nature.

13.04 When an employer imposes a disciplinary measure due to behaviour corresponding to psychological harassment, the employer must, at the written request of the employee, forward the following information in writing within five (5) working days of receipt of the request:

   a) The vexatory behaviour the employee is accused of.

   b) The repetitive or the one-time and serious nature of the behaviour.

   c) The hostile or unwanted nature of the behaviour.

   d) Whether the behaviour criticized created a harmful work environment.

   e) Whether there was an attack on the dignity or the integrity of the employee concerned.

13.05 Divisions XI, XII and XIV concerning the grievance settlement procedure shall apply with the necessary adaptations.

DIVISION XIV

ARBITRATION

14.01 Sole Arbitrator:

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

14.02 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 decides 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 repayment of the employer's contribution to the social benefits (fringe benefits) plan.

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

b) Wage reimbursement is established as follows:

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

i) the wage the employee would have received is determined.

ii) wages earned elsewhere are deducted from the reimbursement amount as are any employment insurance benefits received by the employee.

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

5) The arbitrator may interpret and apply a law or regulation to the extent that this is necessary in order to settle a grievance, subject to the rights and powers granted to other jurisdictions by such law or regulation.

6) The arbitrator may order the payment of interest, at the legal rate, as of the date on which the grievance was filed, on any amounts due under the arbitration award. Compensation may be awarded over and above this amount and is calculated by adding to this amount as of the same date, a percentage equal to an amount in excess of the interest rate set in accordance with Section 28 of the *Act respecting the Ministère du Revenu*, concerning the legal interest rate.

7) At the request of a party, the arbitrator may set the amount payable under an arbitration award that he has rendered.

8) At the request of a party, the arbitrator may determine whether or not available work, as specified in Paragraphs 4) a) and c), exists, when the arbitrator has rendered an arbitration award ordering the reinstatement of an employee.

9) The arbitrator may render any decision he considers useful to defending the rights of the parties.

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

14.04 **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 such parties.

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

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

14.05 **Hearing and decision:**

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

2) The arbitrator shall render his decision within 15 working days of the end of the hearing, or of the submission of written notes when such is the case.

3) When the parties agree to submit written notes, such notes shall be sent within 10 working days of the end of the hearing.

4) In the event that the arbitrator does not render his decision within the allotted or agreed upon deadlines, one of the parties may notify the Commission thereof and the latter shall set a peremptory deadline of 30 days for remedying the situation. In such case, the arbitrator may not require any additional fees or 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 5 working days of the date on which it was conveyed.

7) Two (2) copies of the arbitration award shall be filed with the Commission.

8) The Commission shall forward a copy of all arbitration awards to the representative associations, the employers' association and the sector-based employers' associations.

9) In all cases where an arbitrator withdraws, is incapable of acting, declares himself incapable of acting or does not render a decision, the appointment procedure shall be resumed in accordance with the procedure specified in Article 11.01 2), adapting it as needed. The arbitration shall proceed in accordance with this division. In all cases, the arbitrator is not entitled to any fees or charges, barring an agreement by the parties.

14.06 **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.

14.07 **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.

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

14.08 **Arbitration of interpretation grievances:** Only Articles 14.01, 14.02 1), 2), 5) and 9), 14.04 1) and 2) 1st paragraph, 14.05, 14.06 and 14.07 of this division shall apply to the arbitration of interpretation grievances.

DIVISION XV

WORKFORCE MOVEMENT

15.01 **Probation period**:

1) **General rule:** Any employee who is newly hired by an employer shall be on probation for a period of 15 days of work. During this period, the employee may not use the grievance procedure in relation to the termination of his employment.

Nevertheless, any employee who has completed the probation period and who has not worked a single hour for the employer in the 3 years following the expiry of his right to callback, shall complete a new probation period of 15 working days.

2) **Special rule: Refrigeration mechanic, fire-protection mechanic and ironworker:** An employee shall be considered to be on probation for the first 5 working days on the job. During this period, the employee may not use the grievance procedure in relation to the termination of his employment.

3) **Exception: Insulator, boilermaker, reinforcing steel erector, crane operator in the service of a crane rental employer, elevator mechanic, millwright (industrial mechanic), lineman and the other employees specified in Schedules E-1, E-2, E-3 and E-4 with the exception of an electrician, pipe welder, supply welder, distribution welder, pipeline welder and pipefitter:** The provisions of this article do not apply to these trades and occupations.

15.02 **Layoff and callback**:

1) **General rule:** When laid off, an employee who has completed his probation period is entitled to be called back during a period equivalent to the duration of his employment with the employer. This period shall not exceed 1 month. During that period, the employer may not hire another employee until the callback procedure specified in Article 15.05 has been completed.

An employee who has accumulated over 1,500 hours for the same employer during the 3 years prior to being laid off, is entitled to be called back during a period of 4 months after being laid off. During this period, the employer may not hire another employee before the callback procedure specified in Article 15.05 has been completed.

The previous paragraph applies only to employees residing in the region where the employer's principal place of business is located.

Nevertheless, in the case of an employee who resides in the region where the employer's principal place of business is located and who, at the request of the employer, agrees to work outside his region, the hours worked shall be considered to be worked in the region where the employer's principal place of business is located.

The callback clause applies only to construction work performed in the region where the employee resides. The employer is not required to call back an employee who lives 120 or more km from the job site where the work is performed.

2) **Exception: Insulator, boilermaker, reinforcing steel erector, crane operator in the service of a crane rental employer, elevator mechanic, millwright (industrial mechanic), ironworker, lineman and the other employees specified in Schedules E-1, E-2, E-3 and E-4, with the exception of an electrician, pipe welder, supply welder, distribution welder, pipeline welder and pipefitter:** The provisions of this article do not apply to these trades and occupations.

3) **Special rule: Refrigeration mechanic:**

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

b) This right to callback is acquired only after an employee has finished his probation period, as specified in Subsection 2) of Article 15.01.

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

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

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

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

f) For the purpose of implementing Paragraph e), the cumulative hours for the same employer are cancelled when the layoff extends for a period of 120 or more working days.

g) The employer shall not be required to call back an employee whose residence (domicile) is located more than 120 kilometres from where the work is carried out.

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

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

b) This right to callback is acquired only after an employee has finished his probation period, in accordance with Article 15.01, Subsection 1).

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

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

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

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

f) For the purpose of implementing Paragraph e), the hours accumulated with the same employer are cancelled when the layoff extends for a period of 120 or more working days.

g) The employer shall not be required to call back an employee whose residence is located more than 120 kilometres from where the work is carried out.

5) **Special rule: Elevator mechanic and fire-protection mechanic:**

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

b) This right to callback is acquired only after the employee has finished his probation period, as specified in Subsection 2) of Article 15.01.

c) An employee who is credited with more than 7,500 hours as a journeyman for the same employer is entitled to a callback period of 45 working days in the case of the fire-protection mechanic and 90 working days in the case of the elevator mechanic from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

d) For the purpose of implementing Paragraph c), the cumulative hours for the same employer are cancelled when the layoff extends for a period of 90 or more working days.

e) An employee who is credited with more than 4,500 hours as an apprentice for the same employer is entitled to a callback period of 20 working days from the date of his layoff, provided he is able to perform the work available. Proof of inability to perform the work is incumbent upon the employer.

f) For the purpose of implementing Paragraph e), the cumulative hours for the same employer are cancelled when the layoff extends for a period of 45 or more working days. When the employee twice fails the qualification exam, he loses this callback right, but remains covered by the provisions of Paragraph a).

g) The employer shall not be required to call back an employee whose residence is located more than 120 kilometres from where the work is carried out.

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

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

15.03 **Callback list:** The employer shall keep an up-to-date callback list of laid-off employees, including:

a) the employee's name.

b) his address and telephone number.

c) the competency certificate held by the employee, as well as the name of his union.

d) the employee's layoff date.

The employer shall keep the name of the laid-off employee on this list until his right to be called back has expired.

Any representative association or union with one (1) or more employees on the callback list is entitled to a copy of the list, upon requesting it from the employer in writing.

15.04 **Callback right**: When the employer again has work to offer, it shall first call back the employees whose names are on the callback list before hiring other employees, provided the employees on the list are available and meet the standard requirements of the work to be performed in their trade, specialty or occupation.

15.05 **Callback procedure:** When the employer needs workers, it shall call back employees as follows:

a) It may contact the union of which an employee is a member, indicating the date the employee is to return to work and the location where the employee must return to work.

b) The employer or union shall contact the employee by telephone and convey the information to him.

c) Should the employer or union fail to reach the employee by telephone, it shall send the employee a written notice, by registered mail, to his last known address.

d) The employee shall keep the employer or union informed of his address and a telephone number where he can be reached.

15.06 **Loss of right to callback**: An employee's name shall be removed from the callback list in the following cases:

a) If he voluntarily leaves his job.

b) If he refuses a callback to perform a job consisting of more than 5 consecutive days of work.

c) If he is dismissed for a just and sufficient reason and is not reinstated following the grievance or arbitration procedure.

d) If the layoff exceeds the period for which he is entitled to be called back.

15.07 **Maintaining right to callback:** An employee maintains his right to be called back provided and for as long as he:

a) Is receiving CNESST benefits following an employment injury that occurred while working for the employer.

b) Is on sick or accident leave other than for an employment injury, for a maximum period of 6 months in addition to his callback right, provided the employee has notified his employer of his condition.

c) Is on leave without pay to act as a trainer, but only for a period expressly authorized by the employer. The period specified in Article 15.02, Subsection 1) shall begin on the date on which the leave to act as a trainer ends.

15.08 **Dispute:** Any dispute concerning this division is subject to the grievance settlement procedure provided for in this collective agreement. In the event that the dispute is submitted to arbitration, the arbitrator may order the reinstatement of the employee, but may only order the reimbursement of lost salary as of the date on which the

employer was notified of the dispute. Recourse to the grievance settlement procedure applies with the necessary adaptations.

15.09 Special rule: Crane operator:

1) **Workforce movement: Crane operator in service of crane rental employer:**

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

i) The daily assignment of work during standard working hours: cranes and other equipment are assigned by the employer based on this priority right, provided an employee possesses the necessary experience with the cranes or equipment in question, and based on the work to be carried out.

However, an assignment as specified in the preceding paragraph may be modified for an agreed-upon period further to an agreement between the employer and the majority union group.

For the period from June to December, when a crane or piece of equipment requires the services of a second employee, and the latter may be an apprentice, the employer shall prioritize an apprentice in accordance with the terms and conditions provided for in the first clause of this paragraph.

ii) Regardless of Paragraph i), the employer may disregard the priority rules when an employee is regularly assigned by the employer to a crane.

iii) Only an employee who has completed a qualification period may benefit from this priority right.

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

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

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

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

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

The administrative regions are those as defined under the *Regulation respecting the hiring and mobility of employees in the construction industry*.

v) Regardless of Paragraph iv), a regular employee who, at the employer's request, agrees to work outside the administrative region for his residence or in another sector of the industry maintains and accumulates his priority in the administrative region for his residence.

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

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

The employer shall make available to the resource person the daily assignment of work for verification purposes, within 24 hours of his request.

c) A regular employee maintains his priority when he is absent, in the following cases:

i) An employment injury occurring during the performance of his work for the employer in question, for 24 months from the date of occurrence of such injury.

ii) An illness or accident other than an employment injury, for up to 24 months.

iii) Leave without pay granted by the employer.

iv) Maternity, parental, and preventive leave in the case of pregnancy or of a nursing mother.

v) During the winter period from January 1 to March 31, but only further to a written agreement between an employer and an employee concerning his period of non-availability, otherwise, only when the employee gives written notice to the employer fifteen (15) day prior to his period of non-availability.

vi) To act as a trainer at a crane operator school.

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

i) When he voluntarily leaves his job.

ii) When he is dismissed for just and sufficient cause and is not reinstated under the grievance procedure.

iii) When his layoff lasts 12 or more months, including the winter period (January 1 to March 31).

iv) When he has not worked 120 hours during a period of 12 consecutive months.

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

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

f) In the case of layoff, employees are laid off in the reverse order of the employer's list of regular employees, in accordance with the provisions of Paragraph a) i) and ii).

g) Employees are called back to work according to the order of the employer's list of employees, starting with the most senior employee, in accordance with the provisions of Paragraph a) i) and ii).

h) When an employer ceases its operations, for any reason whatsoever, a regular employee shall retain the right to be called back by that employer for a period of 24 months. When the employer resumes operations under the same name, under another name or as part of a new company, the employee may demand to be put back on the regular employee list with all the rights and privileges that were conferred to him when in the service of the employer.

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

i) The employer shall contact the employee by telephone.

ii) When it cannot reach the employee by telephone, it shall inform the resource person of such.

iii) Once assigned to a job, the employee may perform the job over the following days without being bumped by other regular employees. This principle remains in effect until the job in question is finished.

iv) When a service call to which a regular employee has been assigned is cancelled, the employee again becomes available on the priority list specified under Paragraph a), and he may not bump other employees who have received job assignments.

j) **Dispute settlement procedure:**

i) When a dispute arises over the application of assignment rights, the resource person as designated under Article 25.12 and the employer or the employer's representative shall first attempt to settle the dispute.

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

ii) **Joint conciliation committee:**

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

- **Members:** One (1) employer that is a member of the Association des propriétaires de grues du Québec, one (1) member designated by the ACRGTQ and two (2) members designated by the union or group of unions concerned.

2) **Workforce mobility: Crane operator in service of crane rental employer:** When an employer performs work in a region other than the region where its head office or branch is located, it may use its regular employees as follows:

a) When the employer's labour needs do not exceed 5 employees, it may transfer 2 employees from among its list of regular employees, in accordance with the rules of priority specified in Subsection 1). The other employees are hired in the region where the work is carried out, provided they possess the experience required to operate the cranes or equipment and based on the work to be performed.

b) When the employer's labour needs exceed 5 employees, the employer may use a maximum of 15% of its workers from among its list of regular employees, in accordance with the rules of priority specified in Subsection 1), for a minimum of 2 employees. The other employees are hired in the region where the work is carried out, provided they possess the experience required to operate the cranes or equipment and based on the work to be performed.

3) **Crane operator in service of pile setter:** In the period from May to November, when a crane or piece of equipment requires the services of a second employee and the latter may be an apprentice, the employer shall give an apprentice preferential treatment. The application of this subsection shall under no circumstances prevent the employer from assigning a crane operator journeyman who has worked 500 or more hours in its service in the last 12 months.

4) The provisions of Subsections 1) and 2) of this Article shall not apply to work on wind turbines. However, a crane operator employed by a crane rental employer that is assigned to wind turbine work shall benefit from provincial mobility.

15.10 Special rule: Mobility: Refrigeration mechanic and elevator mechanic: In the case of work to be performed outside the employee's region of residence, the employer may assign an employee holding a journeyman competency certificate anywhere in Quebec.

In the case of work to be performed outside the employee's region of residence, the employer may assign an employee holding an apprentice competency certificate anywhere in Quebec, provided the employee has worked 1,500 hours or more for the employer in the construction industry in Quebec or elsewhere in Canada, or further to a written agreement with the majority union group.

15.11 Special rule: Mobility: Fire-protection mechanic:

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

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

15.12 Special rule: Mobility: Heavy equipment operator, shovel operator, heavy equipment mechanic, crane operator (except a crane operator in the service of a crane rental employer), carpenter-joiner and cement finisher assigned to sidewalk and street curb work, roofer, security systems installer, erector-mechanic (glazier), painter, interior systems installer, labourer, general helper, and the other occupations specified in Schedule B, Subschedules A) and B), except for the pipe welder: With the exception of the work specified in Schedules E-1, E-2 and E-3, such employees shall benefit from provincial mobility.

DIVISION XVI

DEPARTURE PAY

16.01 Notice of layoff:

1) **General rule:** Any employee who works for an employer for at least 5 working days and is laid off for 3 consecutive working days or more is entitled to written notice at least 48 hours prior to layoff.

Saturdays, Sundays, statutory holidays and compulsory annual vacations shall not be included in the layoff notice period, unless the employee works these days.

The employer is not required to give an employee this layoff notice if it pays the employee compensation in his last week of work equal to 8 times his wage rate. In the case of a standard work week of over 40 hours: this layoff notice is not required when the compensation is 9 times his wage rate for a standard

work week of 45 hours; and this layoff notice is not required when the compensation is 10 times his wage rate for a standard work week of 50 hours. The corresponding wage rates are those shown in the applicable wage schedule of this collective agreement.

2) **Special rule: Electrician:**

a) The provisions of Subsection 1) shall not apply to an electrician, except when such employee is assigned to maintenance and repair work.

b) An electrician with more than 3 years continuous service with the same employer is entitled, when laid off, to compensation based on his years of continuous service, calculated as follows:

i) more than 3 years of continuous service: the equivalent of 16 times his hourly rate.

ii) more than 5 years of continuous service: the equivalent of 32 times his hourly rate.

Nevertheless, an electrician who has received such compensation when laid off, shall not be entitled, if laid off again, to departure pay for the years of service for which he has already received such compensation. He shall only be entitled to the departure pay accumulated since his last callback.

3) **Special rule: Refrigeration mechanic:** In the event of a layoff, the employer shall notify the union of the employee concerned within 5 working days of the layoff.

The employer shall notify the employee in writing when he is laid off for 5 or more working days.

Depending on the number of hours worked for the employer and recorded with the Commission, this notice is as follows:

a) 8 working hours if the employee has worked from 1 to 4,000 hours.

b) 40 working hours if the employee has worked from 4,001 to 8,000 hours.

c) 80 working hours if the employee has worked 8,001 hours and over.

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

This notice does not apply to an employee who has been dismissed.

An employer that does not give the above notice or that gives insufficient notice, must pay the employee compensation equivalent to his usual wages for a period equal to the duration of the notice or the remaining notice to which the employee is entitled. Such compensation shall be paid at the time of the layoff for his last week of work.

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

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

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

a) As a special rule, an employee who is credited with over 9,500 hours as a journeyman for the same employer is entitled, in case of layoff exceeding 30 working days, to written notice of 5 working days prior to layoff.

b) An employer is not required to give advance notice to the employee in question, when it pays him, as compensation, the equivalent of 24 hours at his wage rate.

c) For other employees and employees laid off for 30 working days or less in the case specified under Paragraph a), the provisions of Subsection 1) shall apply.

d) For the purpose of implementing Paragraphs a) and b) hereof, the hours accumulated with the same employer are cancelled when the layoff is for a period of 90 or more working days.

5) **Special rule: Boilermaker, electrician (except when assigned to maintenance and repair work), millwright (industrial mechanic), supply welder, distribution welder, pipeline welder, pipe welder and pipefitter:** The provisions of this article shall not apply to these trades and occupations.

16.02 **Voluntary departure:** Any employee wishing to leave his job shall give his employer notice of 8 working hours.

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

16.03 Retrieving tools and personal belongings:

1) **General rule:** The employer shall allow an employee who is laid off the time needed to collect his tools and personal belongings before the end of the standard work day.

2) **Special rule: Boilermaker and electrician:** The employer shall allow a boilermaker or electrician who is laid off the time needed, with a 1 hour maximum, to collect his tools and personal belongings before the end of the standard work day.

3) **Special rule: Millwright (industrial mechanic):** The employer shall allow an employee who is laid off or who undergoes a job site transfer with the same employer the time needed, with a 30-minute minimum, to collect his tools and personal belongings before the end of the working day.

4) **Special rule: Supply welder, distribution welder, pipe welder, pipeline welder and pipefitter**: The employer shall allow an employee who is laid off the time needed, with a 1 hour minimum, to collect his tools and personal belongings before the end of the standard work day.

DIVISION XVII

WAGES

17.01 1) **General rule:** The wage rates applicable are those appearing in Schedule D.

2) **Special rule:** The wage rates applicable to remote job sites, the James Bay region and hydroelectric work performed north of the 55th parallel (including Great Whale) are those appearing in Schedules D-1 and E-4.

2.1) **Special rule:** The wage rates applicable for job sites with bunkhouses are those appearing in Schedule D-1-A.

3) **Special rule:** The wage rates applicable for the installation of pipelines for the transportation of natural gas and oil, natural gas distribution networks and natural gas supply networks are those appearing in Schedule D-2.

3.1) **Special rule:** The wage rates applicable for wind turbine work are those appearing in Schedule D-3.

4) **Special rule**: The wage rates applicable to electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries are those appearing in Schedules E1, E-2, E-3 and E-4.

5) **Weekly rate:**

a) The hourly rate of an employee whose remuneration is established on a weekly basis is calculated by dividing the weekly remuneration by the number of hours in the standard work week of the employee.

b) This hourly rate serves as the basic rate:

i) when the employee does overtime.

or

ii) when the number of hours worked by the employee is less than the number of working hours in the employee's standard week.

or

iii) when compensation calculated based on the hourly rate is payable.

6) **Special rule: Welding work: Electrician, boilermaker, reinforcing steel erector, millwright (industrial mechanic) and ironworker:** An employee from one of these trades who performs welding work shall be paid the journeyman or apprentice rate depending on his hours of apprenticeship.

7) **Subdivisions:** Some trades and occupations are broken down into subdivisions for wage determination purposes as shown in Schedule C.

8) **Change in apprenticeship period or status (journeyman):** An apprentice is responsible for informing his employer as soon as he has completed the 2,000 hours of work required to change his apprenticeship period. To do so, the employee shall submit to the employer the notice that the CCQ sent the employee and the earnings statements (pay slips) corresponding to the weeks following this notice.

As soon as the employer has been informed in accordance with the preceding paragraph, the employer must change the wage rate without requiring that the employee have the CCQ stamp placed on his apprenticeship booklet. This change shall be retroactive for a maximum period of twenty (20) working days prior to the notice by the employee.

An apprentice who has passed a provincial qualification exam for his trade or a trade speciality shall submit to his employer, upon receipt, the letter conveyed by the CCQ confirming that he passed his exam. The employer must pay the journeyman wage rate as of the date of the qualification exam. When, however, the employee is slow to submit the letter in question, the wage adjustment shall not exceed a period of twenty (20) working days.

9) **Change in classification: Occupation competency certificate holder:** The holder of an occupation competency certificate is responsible for notifying his employer as soon as he has completed the number of working hours required for a change in classification. Moreover, the employee is also responsible for providing proof that he has completed the number of hours required for the change in classification.

As soon as the employer has been notified as stipulated in the preceding paragraph, the employer must change the wage rate accordingly. This change shall be retroactive for a maximum period of twenty (20) working days prior to the notice given by the employee.

17.02 Payment of wages:

1) **Method of payment:**

a) Wages shall be paid in full, in cash or by cheque, payable at par, no later than Thursday of each week. With the employee's consent, the employer may pay the wages through a bank transfer, before the end of the standard work day on Thursday.

b) When Thursday or Friday is a holiday, the employee shall receive his pay no later than the preceding Wednesday, except when paid by bank transfer.

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) Employees working on a second shift or whose working hours are scheduled between 16:00 and 7:00 shall receive their weekly wages before the end of their working day starting on Wednesday.

g) Wages payable to an employee who has been laid off or dismissed, or who has voluntarily left his employment shall be paid through a bank transfer or sent by the employer by registered mail to the employee's residence in accordance with the provisions of this article.

h) When an employee is laid off or dismissed, or voluntarily leaves his employment, his employer shall give him the employment termination form on the day of his departure or shall mail the form to the employee at the address given in the employee statement specified in Article 6.03 2), or at the employee's request, email the form to the employee, within the deadlines prescribed under the *Employment Insurance Act*, namely within five (5) days of the last day of remuneration. When the form has been transmitted online to Service Canada, the employer agrees to remit a copy thereof to the employee.

2) **Payment location:**

a) Wages shall be paid to the employee during working hours and on the job site.

b) When, at the request of the employer, employees must go to the employer's office or to a place other than that where the work is done to receive their wages during working hours or outside working hours, transportation costs and the applicable wage rate for any time thus spent shall be paid by the employer.

3) **Time of payment:**

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

b) When an employee is absent on a 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, or another method of payment is agreed upon.

4) **Holdback and pay period:** The pay period shall correspond to one (1) calendar week, from Sunday 00:01 to Saturday 24:00.

An employee shall be paid on the Thursday of the week following the period worked.

However, in the case of an employee assigned to work in the James Bay region, or on a remote job site, a job site located north of the 55th parallel (including Great Whale) or a job sites with bunkhouses, weekly remuneration for which the employer may hold back payment shall correspond to the wages earned during the pay period preceding the payment of such wages.

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

However, in the event of 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, an employee thereof or a defect in its material or equipment does not constitute a force majeure.

17.03 Earnings statement (pay slip):

1) With each payment of wages, the employer shall provide an earnings statement to an employee within a maximum of three (3) working days. The earnings statement shall be provided electronically via a secure website accessed using a password.

Regardless of the first paragraph, an employee may demand that his earnings statement be conveyed to him either in an envelope addressed to his name or by email or fax.

The earnings statement shall be in French and shall contain the following information:

a) employer's name, address and telephone number.

b) employee's family name and given name and his CCQ client number as shown on his competency certificate.

c) date of payment and the work period corresponding to the payment.

d) number of hours worked at straight time.

e) number of hours worked at a higher rate.

f) hourly wage rate.

g) gross wage.

h) annual vacation pay.

i) pay related to safety equipment.

j) nature and amount of each check-off, including union dues deducted.

k) net wage.

l) employer's registration number with the Commission.

m) employer's license number with the Régie du bâtiment du Québec.

n) detailed cumulative amounts for all pay items for this pay period.

o) cumulative hours since April 30, 2000.

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

3) The amounts checked off as union dues and amounts deducted as pension fund premiums shall be entered by the employer on T-4 and RL-1 (*Relevé-1*) slips along with the total of any amounts paid for safety equipment and clothing.

4) The employer shall deduct from an employee's pay, any workers' fund premium amount as set when an employee becomes a participant in such a fund.

5) The amounts checked off as union dues and premiums for employment insurance, the Quebec Pension Plan, a registered pension plan and/or a workers' fund shall be deducted from the employee's gross earnings before tax deductions, in accordance with current law.

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

In addition, the Commission shall, at the request of the sector-based employers' association submit a memorandum of names, specifying the amounts collected, the hours worked and the amounts remitted to the AECQ for the civil engineering and roads sector each time it forwards the employer's contribution to the latter association.

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

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

DIVISION XVIII

RIGHT TO WORK

18.01 In accordance with the Act, only employees and employers may carry out the construction work governed by this collective agreement.

An employer may carry out, on his own job sites, construction work covered by this collective agreement. In this case, he shall comply with all terms and conditions of the *Regulation respecting vocational training* and any other requirements provided for under the collective agreement, with the exception of clauses regarding union security and union dues check-off. Should he perform work for another employer, he shall be considered an employee.

This article does not have the effect of allowing representatives of an employer not governed by the collective agreement to carry out construction work covered by the collective agreement.

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

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

Any person who is not the designated representative who personally carries out construction work for the benefit of the corporation or company is considered to be an employee of the corporation or company under this collective agreement.

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

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

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

18.03 **Independent contractor:**

1) When a professional employer hires the services of an independent contractor from the "*heavy equipment contractors*" or "*excavation and groundwork contractors*" subcategories, it shall ensure that the independent contractor is given remuneration at least equal, on an hourly basis, to the remuneration in currency and to the compensations or benefits having monetary value as determined under this collective agreement for an employee performing similar work, with the exception of the benefits provided under a complementary social benefits (fringe benefits) plan.

2) For the purpose of applying this collective agreement, the independent contractor shall receive remuneration at least equivalent to that of an employee performing similar work, and the professional employer that hires the services of an independent contractor belonging to the subcategories specified in the previous subsection, shall remunerate that contractor as such, with the exception of the benefits obtained under a complementary social benefits (fringe benefits) plan. It shall also submit a report to the Commission on the hours worked by the independent contractor.

3) Regardless of the provisions of Subsections 1) and 2), when a professional employer hires an independent contractor from the "*heavy equipment contractors*" or "*excavation and groundwork contractors*" subcategories, for the performance of work on a natural gas or oil transportation pipeline, the contractor shall be considered, for the purpose of this collective agreement, to be an employee in the service of the employer once the contractor has accumulated more than five (5) days of work. Accordingly, the provisions of this collective agreement shall apply, with the exception of the provisions of Divisions XI to XV.

18.04 **Subcontracts**: An employer or a professional employer may hire another professional employer on a subcontract basis. Nevertheless, the subcontractor may not, in turn, subcontract the contract without the written authorization of the employer or professional employer that awarded it the contract.

18.05 **Piece work**: Any written or spoken agreement between an employer and employee concerning work performed on a piecework basis, whether or not related to a system of incentives or performance bonuses, paid by the job, or for a fixed price, is prohibited, and the employer and employee concerned are liable to the corresponding fines.

DIVISION XIX

COMPENSATIONS, TEMPORARY ASSIGNMENTS AND ATTENDANCE ALLOWANCES

19.01 Show-up pay:

1) **General rule:** Any employee who reports to work who was not notified before the end of the previous standard work day that his services would not be required is entitled to minimum show-up pay equal to five (5) hours' pay at his wage rate.

Nevertheless, if the work does not start as a result of bad weather, the employer shall not be required to pay this compensation.

If work that has already started is suspended for any reason whatsoever and its duration was for less than five (5) hours, the employee shall receive five (5) hours' pay at his wage rate minus any remuneration already earned for work performed that same day. The employer may require that the employee remain at its disposal during the paid waiting time, and may ask him to perform any task related to his work.

Furthermore, when work cannot begin or is suspended as a result of picket lines or a force majeure such as fire or flood, the employer shall not be required to pay such compensation.

1.1) **Special rule: As of May 1, 2022: Occupations, heavy equipment operator and shovel operator: Asphalt laying and road surfacing work:** Any employee assigned to asphalt laying and road surfacing work, for which the majority of working hours are performed from 20:00 to 6:00, who reports to work and who was not notified before the end of the previous work day that his services would not be required, is entitled to minimum show-up pay equal to nine (9) hours at his wage rate.

Nevertheless, if the work does not start as a result of bad weather, the employer shall not be required to pay this compensation.

If work that has already started is suspended for any reason whatsoever and its duration was for less than nine (9) hours, the employee shall receive nine (9) hours' pay at his wage rate minus any remuneration already earned for work performed that same day. The employer may require that the employee remain at its disposal during the paid waiting time, and may ask him to perform any task related to his work.

Furthermore, when work cannot begin or is suspended as a result of picket lines or a force majeure such as fire or flood, the employer shall not be required to pay such compensation.

2) **Special rule: Elevator mechanic:** Any employee who reports to work at the appointed time and who was not notified before 21:00 on the previous standard work day that his services would not be required or whose working hours during a day are less than five (5) hours at his wage rate or whose remuneration during a day is less than five (5) working hours at his wage rate, is entitled to be paid the equivalent of five (5) hours' work at his wage rate, minus any remuneration already earned for work performed that same day. The employer may require that such employee remain at its disposal during the paid waiting time.

3) **Special rule: Crane operator in service of crane rental employer:** Any employee working on job sites located more than 120 kilometres from the branch or place of business for a period of 2 weeks or less, on a crane with a capacity of 50 or more tonnes (metric tons), who reports to work at the appointed time and whose working hours during a day are less than 8 hours or whose remuneration during a day is less than 8 working hours at his wage rate, is entitled to be paid the equivalent of 8 hours' work at his wage rate, minus any remuneration already earned for work performed that same day. The employer may require that such employee remain at its disposal during the paid waiting time.

For an employee working on a crane with a capacity of less than 50 tonnes, such compensation is five (5) hours at his wage rate, in accordance with the terms and conditions provided for in the preceding paragraph.

The provisions of this subsection shall not apply to wind turbine work.

4) **Special rules:** With the exception of work performed on the following job sites: James Bay region, job sites with bunkhouses, remote job sites and hydroelectric projects north of the 55th parallel (including Great Whale), for which Subsection 1) is applicable, the following special rules shall apply:

a) **Insulator:** Regardless of the second and third paragraphs of Subsection 1), an insulator who reports to a job site in the morning and who cannot begin work due to bad weather shall receive compensation equal to 1 hour at his wage rate, minus any remuneration already earned for work performed that same day.

In the case of heavy industry work, any employee required by his employer to report to a given job site on a given day, shall receive, when he cannot start work as a result of bad weather or if he works less than 2 hours for the same reason, show-up pay equal to 2 hours of work, minus any remuneration already earned for work done that same day.

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

b) **Boilermaker:** Regardless of the second and third paragraphs of Subsection 1), any employee required by his employer to report to a given job site on a given day shall receive, when he cannot start work as a result of bad weather or when he works less than 2 hours for the same reason, show-up pay equal to 2 hours of work, minus any remuneration already earned for work performed that same day.

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

c) **Electrician:** Regardless of the second paragraph of Subsection 1), in the case of work on bridges, on electric power transmission and distribution lines, electric power stations, communication networks, communication towers, wind turbines and catenaries and work in the heavy construction industry, when such employee is required by his employer to report to a given job site on a given day, he shall receive, when he does not start work as a result of bad weather, show-up pay equal to 2 hours of work. This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

d) **Tinsmith:** Regardless of the second and third paragraphs of Subsection 1), in the case of work performed in the heavy construction industry, any employee required by his employer to report to a given job site on a given day, shall receive, when he cannot start work due to bad weather or when he works less than 2 hours for the same reason, show-up pay equal to 2 hours of work, minus any remuneration already earned for work performed that same day.

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

e) **Reinforcing steel erector and ironworker:** Regardless of the second and third paragraphs of Subsection 1), any such employee who reports to a job site in the morning and who cannot begin work due to bad weather shall receive compensation equal to one and a half (1½) hours' pay at his wage rate, minus any remuneration already earned for work performed that same day. The employee shall remain at the employer's disposal for a total duration of 2 hours.

   However, for an employee assigned to work in the heavy construction industry, such compensation is equal to 2 hours' pay, at his wage rate, minus any remuneration already earned for work performed that same day.

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

   An employee who starts work and must stop working due to bad weather shall be entitled to bad weather compensation of 2 hours' pay at his wage rate, which he may take in segments throughout the first 5 hours of the work day, and total waiting time may not exceed 2 hours. In all cases, the bad weather compensation and work hours may not exceed the equivalent of 5 hours of pay in the first 5 hours of the work day.

   Pilot project: The changes made in Paragraph e) correspond to a pilot project implemented in order to make the bad weather compensation floating compensation (2 hours' waiting time) during the first 5 hours of a work day. As a result, Paragraph e) herein shall be applicable until the renewal of the 2021-2025 collective agreement. And barring an agreement to the contrary, Paragraph e) as worded on April 30, 2021 shall be included in the 2025-2029 collective agreement.

f) **Crane operator:** Regardless of the second and third paragraphs of Subsection 1), and unless Subsection 3) applies, in the case of work performed in the heavy construction industry, any employee required by his employer to report to a given job site on a given day, shall receive, when he cannot start work due to bad weather or when he works less than 2 hours for the same reason, show-up pay equal to 2 hours of work, minus any remuneration already earned for work performed that same day. This employee may not refuse to work, however, when the

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

g) **Millwright (industrial mechanic):** Regardless of the second and third paragraphs of Subsection 1), any employee required by his employer to report to a given job site on a given day, shall receive, when he cannot start work due to bad weather or when he works less than 2 hours for the same reason, show-up pay equal to 2 hours of work, minus any remuneration already earned for work performed that same day. This employee may not refuse to work, however, when the employer assigns him to work where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

h) **Refrigeration mechanic and fire-protection mechanic:** Regardless of the second and third paragraphs of Subsection 1), any employee who reports to work at the time agreed upon with the employer, who cannot begin work due to bad weather, shall receive compensation equal to 2 hours' pay at his wage rate, minus any remuneration already earned for work performed that same day.

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

i) **Interior systems installer:** Regardless of the second and third paragraphs of Subsection 1), in the case of work carried out in the heavy construction industry, any employee required by his employer to report to a given job site on a given day shall receive, when he cannot start work due to bad weather or when he works less than 2 hours for the same reasons, show-up pay equal to 2 hours of work, minus any remuneration already earned for work performed that same day. This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

j) **Supply welder, pipe welder and pipefitter:** Regardless of the second paragraph of Subsection 1), any such employee who reports to a job site who cannot start work due to bad weather, shall receive compensation equal to 2 hours' pay at his wage rate, minus any pay already earned for work performed that same day. This employee may not refuse to work, however, when the employer assigns him to a job where he is protected from bad weather. In addition, the employer may require that such employee remain at its disposal during the paid waiting time.

19.02 Work preparation: Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:

1) Regardless of Article 19.01, when work is cancelled or stopped for any reason including bad weather and an employee was not notified before the end of his previous work day that his services would not be required, the employee shall receive compensation corresponding to the number of hours of work cancelled or stopped for up to 3 hours at the applicable wage rate, plus 1 hour for work preparation time in addition to the hours worked before or after the work that was cancelled or stopped. The employee must remain at the employer's disposal during the same period and perform any task related to his work.

2) **Special compensation: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:**

a) **Employee lodging outside employer's job sites with bunkhouses (camps)**: Unless there is an agreement with the majority union group representatives, when such employee reports to the meeting point determined by the employer for reporting to work in the morning and returning from work in the evening, such time shall constitute work preparation time.

The meeting point shall be accessible by a paved road, but within a maximum of 60 kilometres of any administrative, public or cultural centre, of any municipality, city, town or village as determined by the employer. The meeting point location where the employee parks his personal vehicle as well as the access road shall be in good condition and well maintained.

The time (round trip) required to travel between the meeting point and the work location shall be considered work preparation time and shall be paid at the employee's wage rate, including the employer contribution to the social benefit (fringe benefit) plans and the employee's contribution to the social benefit plans deducted from the employee's pay.

b) **Employees lodged in bunkhouses (camps):** When such employee reports to the transportation vehicle point as determined by the employer, in the bunkhouse (camp) location where the employee is lodged, he is considered to have reported to work.

The time (round trip) required to travel between the meeting point and the work location shall be considered work preparation time and shall be paid at the employee's wage rate, including the employer contribution to the social benefit (fringe benefit) plans and the employee's contribution to the social benefit plans deducted from the employee's pay.

c) **Remuneration for work preparation time for employees assigned to work on electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** The employer shall pay employees assigned to the above work, with the exception of electricians, compensation equal to 1 hour's pay at the regular rate per day of scheduled work, including the employer's contribution to social benefits (fringe benefits), and deduct from the employee's pay the employee's contribution for social benefits (fringe benefits), in addition to any remuneration for hours actually worked, provided the employee shows up for each day of scheduled work.

Subject to Paragraphs a) and b), these employees shall, during the above-mentioned period of time, help out the crew or group leader, and see to driving the truck, filling up the vehicle with gas, and repairing and preparing any equipment required, before the start and after the finish of the working day.

The preceding paragraph does not apply to an electrician, in whose case, preparation time shall be considered having reported to work.

For electricians, the employer shall pay employees assigned to the above work, compensation equal to 1 hour's pay at the regular wage rate per day of scheduled work, in addition to remuneration for hours actually worked, provided the employee shows up for each day of scheduled work.

d) **Single application:** Article 23.11 shall not apply when Paragraph (c) hereof is applicable.

e) **Work preparation and travelling time:** The compensation paid for travelling time under Paragraphs a) and b) and the compensation paid for work preparation and reporting to work under Paragraphs (c) and (d) shall not be cumulative. Hence, travelling time and work preparation time shall be paid at the wage rate, plus social benefits, up to the limit provided for in Article 21.05, 15), e).

3) The provisions of Subsection 1) do not apply to electricians.

19.02.1 Work preparation: Special rule: Wind turbines: For employees assigned to work relating to the erection of wind turbines or work on roads serving exclusively for wind turbines, with the exception of electricians, the employer shall pay compensation equal to 1 hour's pay at the regular wage rate per day of scheduled work, including the employer's contribution to social benefits (fringe benefits), and deduct from the employee's pay the employee's contribution for social benefits (fringe benefits), in addition to any remuneration for hours actually worked, provided the employee shows up for each day of scheduled work. Subject to the last paragraph, these employees shall, during the above-mentioned period of time, help out the crew or group leader, and see to driving the truck, filling up the vehicle with gas, and repairing and preparing any equipment required, before the start and after the finish of the working day.

For an electrician assigned to wind turbine erection work, preparation time shall be considered having reported to work. In such case, the employer shall pay compensation equal to 1 hour's pay at the regular wage rate per day of scheduled work, in addition to remuneration for hours actually worked, provided the employee shows up for each day of scheduled work.

However, the travelling time from the meeting point determined by the employer to the job site, payable under Subsection 2) of Article 24.04 and the compensation provided for under this article shall not be cumulative. Of the two (2) provisions, only the one that is the most advantageous to the employee shall apply.

19.03 Show-up pay: Special rule for natural gas and oil transportation pipeline installation work:

1) An employee who has started work must receive show-up pay equal to five (5) hours' pay at his wage rate, minus any remuneration already earned for work performed when less than five (5) hours are actually worked.

If more than five (5) hours are actually worked, the employee shall receive show-up pay equal to four (4) hours' pay at his wage rate minus the number of hours worked in addition to these first five (5) hours.

This subsection also applies when an employee works overtime paid at the overtime wage rate or when he receives a shift premium.

Nevertheless, this article does not apply if the employee leaves work of his own volition.

1.1) **Exception: Pipeline welder, pipe welder and pipefitter:** An employee who has started work must receive show-up pay equal to five (5) hours' pay at his wage rate, minus any remuneration already earned for work performed when less than four (4) hours are actually worked.

If more than four (4) hours are actually worked, the employee shall receive, in addition, show-up pay equal to the working hours normally scheduled.

This subsection applies when an employee works overtime paid at the overtime wage rate or when he receives a shift premium.

Nevertheless, this article does not apply if the employee leaves work of his own volition.

2) An employee who, at the request of the employer, remains at the latter's disposal before the start of the working day, whether at the meeting point or the work location, shall be paid his wage rate for such waiting time.

When, following this, the employee actually starts work, the waiting time shall be included in the hours of compensation provided for in Subsection 1).

3) **Reporting to work and work preparation in the case of natural gas and oil transportation pipeline installation work:**

a) Reporting to work at the closest possible meeting point to the job site as determined by the employer, for going to work in the morning and returning from work in the evening, shall be considered work preparation time.

The time (round trip) required to travel between the meeting point and the work location shall be considered travelling time and shall be paid at the employee's wage rate.

b) **Remuneration for reporting to work and work preparation**: The employer shall pay every employee performing pipeline work, with the exception of pipefitters and pipeline welders, compensation equal to one (1) hour's pay at the regular wage rate for each day of scheduled work, including the employer's contribution to social benefits (fringe benefits), and shall deduct from the employee's pay the employee's contribution for social benefits (fringe benefits), in addition to any remuneration for hours actually worked, provided the employee reports to work.

Subject to Paragraphs a) these employees shall, during the above-mentioned period of time, help out the crew or group leader, and see to driving the truck, filling up the vehicle with gas, and repairing and preparing any equipment and tools required, and travel from the meeting point as determined by the employer, and the job site, before the start and after the finish of the working day.

In the case of pipefitters and pipeline welders, the employer shall pay the employees, for reporting to work, compensation equal to 1 hour's pay at the regular wage rate per day of scheduled work, in addition to remuneration for hours actually worked, provided the employees report to work.

For the employee assigned to drive the vehicle used to transport the employees, the employer shall pay compensation equal to one (1) hour's pay at the applicable wage rate.

c) Subject to Subsection 4) of this article, the compensation for travelling time under Paragraph a) of this subsection and compensation for work preparation time under Paragraph b) shall not be cumulative. Of the two (2) compensation amounts, only the one that is the more advantageous to the employee shall apply.

4) **Exception: Reporting to work in the case of pipefitters and pipeline welders assigned to natural gas and oil transportation pipeline installation work:**

a) When an employee reports to the meeting point the closest possible to the job site, as determined by the employer, for going to work in the morning and returning from work in the evening, the employee shall be considered to have reported to work.

b) The time (round trip) required to travel between the meeting point and the work location shall constitute travelling time and shall be paid at the employee's wage rate.

5) **Exception: Compensation for bad weather and temporary job site shutdown: Pipe welder, pipeline welder and pipefitter assigned to natural gas and oil transportation pipeline installation work:**

a) Such employee shall be entitled to, in addition to the compensation provided for in Subsection 3) of this article and Article 24.16 3), compensation equal to 5 hours' pay at his applicable wage rate for each day the employee cannot start work due to bad weather.

b) An employer that temporarily shuts down its job site for any reason whatsoever shall pay such employee, in addition to the compensation specified in Article 24.16 3), compensation equal to 5 hours' pay at his wage rate for each day an employee cannot work.

The preceding paragraph shall also apply for statutory holidays when the employee remains at the disposal of his employer.

6) **Exception: Special compensation for pipe welder, pipeline welder and pipefitter assigned to natural gas and oil transportation pipeline installation work:**

a) When such employee must, at an employer's request, take a pipeline qualification test, he is entitled, in addition to the compensation provided for in Subsection 3), to minimum pay of 8 hours at his wage rate for each day of the qualification test.

b) When such employee passes the qualification test, he shall receive, in addition to the compensation specified in Article 24.16 3), compensation equal to 5 hours' pay at his wage rate for each day of waiting corresponding to a day normally worked, until he is assigned to work on a job site.

19.03.1 Special rule: Distribution welder, pipe welder and pipefitter: Work on natural gas distribution networks:

1) **Remuneration for reporting to work:** The provisions of Article 19.03, Subsection 3) shall apply to such employee when he is assigned to work on a natural gas distribution network.

2) **Show-up pay:** Any such employee who has started work must receive compensation equal to 5 hours' pay at his wage rate, minus any remuneration already earned for work already performed when less than four (4) hours are actually worked.

If more than four (4) hours are actually worked, the employee shall receive, in addition, compensation equal to the working hours normally scheduled.

This subsection also applies when an employee works overtime at a higher wage rate or when he receives a shift premium.

Nevertheless, this article does not apply if the employee leaves work of his own volition.

3) **Special compensation:** When such employee must, at an employer's request, take a qualification test for work on a natural gas distribution network, he is entitled, in addition to the compensation provided for in Subsection 1) of this article, to minimum remuneration of eight (8) hours' pay at his wage rate for each day of the qualification test.

Moreover, when such employee passes the qualification test, he shall receive compensation equal to 5 hours' pay at his wage rate for each day of waiting corresponding to a day normally worked, until he is assigned to work on a job site.

4) **Compensation for bad weather and temporary job site shutdown:**

a) Such employee shall be entitled to, in addition to the compensation provided for in Articles 19.03 3) and 24.16 2), compensation equal to 5 hours' pay at his applicable wage rate for each day the employee cannot start work due to bad weather.

b) An employer that temporarily shuts down its job site for any reason whatsoever shall pay such employee, in addition to the compensation specified in Article 24.16 2), compensation equal to 5 hours' pay at his wage rate for each day an employee cannot work.

The preceding paragraph shall also apply for statutory holidays when the employee remains at the disposal of his employer.

19.03.2 Special rule: Work on natural gas supply networks: Remuneration for reporting to work: Supply welder, pipe welder, pipefitter and gas fitter:

1) The employer shall pay such employee, with the exception of an employee who drives the vehicle used to transport the employees, who shall receive half (1/2) an hour's pay at the applicable wage rate, compensation equal to half (1/2) an hour's pay for each day of scheduled work, plus any remuneration for hours actually worked, provided the employee reports to work on each scheduled day.

2) **Special compensation:** When such employee must, at an employer's request, take a qualification test for work on natural gas supply networks, he is entitled, in addition to the compensation provided for in Subsection 1) of this article, to minimum remuneration of 8 hours' pay at his wage rate for each day of the qualification test.

19.04 Temporary assignments:

1) **Greater benefits:** An employee who must finish a job begun during a standard daily work period for which a lower wage rate is applicable shall continue to receive his own wage rate. An employee who, during a day's work, performs work other than the

work of his trade, specialty or occupation, for which a higher wage rate is provided, shall be paid the higher wage rate for the entire time he performs such work.

The preceding paragraph shall not apply to a crane operator in the service of an employer that specializes in crane rental.

This subsection shall not have the effect of allowing the employer to assign an employee or 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 that, pursuant to Subsection 1), assigns an employee to perform work other than that of his trade, specialty or occupation, may not lay off the employee who was performing such work.

3) **Special rule: Heavy equipment operator:** The employer shall at no time assign an employee to work for which he does not hold the journeyman's competency certificate as required by law or under the *Regulation respecting vocational training*.

4) **Special rule: Boilermaker:** Any employer whose work involves building-related machinery or production machinery who hires an employee holding more than 1 competency certificate, may not have him perform a boilermaker's duties, when the employee has not been hired to perform these duties.

5) **Special rule: Crane operator: Temporary workforce: Double employment:** Any employer whose work involves building-related machinery or production machinery that hires an employee holding more than 1 competency certificate, may not assign him to crane operator duties, when the employee has not been hired to perform these duties.

Nevertheless, further to an agreement with the majority union group, the employer may temporarily assign an employee to duties coming under the crane operator trade.

19.05 Callback:

1) **General rule:** Any employee who has left his work and is called back outside of standard hours without having been notified before the end of his working day, shall receive a minimum of two (2) hours' pay, at the applicable wage rate, provided these hours do not immediately precede his standard working hours. The employer pays the equivalent of one (1) hour straight time for the time spent going to and from work.

2) **Special rule: Maintenance and repairs: Elevator mechanic:** Regardless of Subsection 1), for maintenance and repair work, such employee shall receive a minimum of two (2) hours' pay at the applicable wage rate. The employer shall pay the equivalent of one (1) hour at the applicable wage rate for the time spent going to and from work.

3) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** An employee who, at the employer's request, reports to work for a client outside normal working hours shall receive, in addition to the remuneration to which he is entitled under Paragraph c) of Subsection 2) of Article 19.02, a minimum of four (4) hours' pay at the applicable wage rate, provided these hours do not immediately precede or follow standard working hours.

The preparation pay provided for in Article 19.02, Subsection 2) Paragraph c) is payable only once every twenty-four (24) hours.

The provisions of this paragraph do not apply to electricians.

4) **Special rule: Security systems installer:** A security systems installer who has left his work and is called back to work outside of his standard hours without having been notified at the end of his working day, shall receive minimum pay of two (2) hours double time, provided these hours do not immediately precede or follow his standard working hours.

5) **Special rule: Electrician:** An employee who has left work and is called back to work outside of his standard hours without having been notified at the end of his working day shall receive minimum pay of three (3) hours at the applicable wage rate, provided these hours do not immediately precede or follow his standard working hours. The employer shall pay the equivalent of one (1) hour straight time for the time spent going to and from work.

19.06 Service calls: Employees on call:

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

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

An employee who is on call shall receive daily one-half (1/2) hour's 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 22.01 in addition to the compensation provided for under this article. Travelling time shall not apply under these conditions.

For the purposes of the preceding paragraph and Article 22.01, Boxing Day and the day after New Year's Day are considered statutory holidays and any hours worked on these days are paid double time.

2) **Security systems installer:** The employer draws up the list of employees who shall answer service calls on a rotational basis.

Any employee who is assigned on a regular basis to maintenance and repair work shall participate in this system and shall be available to answer service calls. An employee, however, is not required to be on call for more than two (2) periods in the same month. These two periods shall not exceed a total of fifteen (15) days.

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

However, an employee on call who manages to resolve the problem by telephone without leaving home is paid double time for three quarters (¾) of an hour. The employer may require that the employee leave home to resolve the problem. In the case of service by telephone, an employee cannot earn more than ten (10) hours' pay (at the increased rate) within an eight (8)-hour availability period.

In addition, an employee entered on the service call list may not be scheduled to work during the entire first weekend preceding his vacation or the entire last weekend following his vacation.

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

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

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

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

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

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

An employee may not be on the availability list for two (2) consecutive weekends.

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

An employee who must answer a service call shall be paid in accordance with the provisions of Subsection 22.02 2) for the time spent performing the work and he benefits from the compensation provided for in the preceding paragraph.

For any service call requiring the use of his personal vehicle, an employee shall receive $0.50 per kilometre travelled (round trip) between his residence and the job site.

For the purpose of the preceding paragraph, the employee's residence is as specified in Article 24.05, Subsection 1) of the collective agreement.

4) **Line worker: Service calls and employees on call with a means of communication: Post installation, bunkhouses and electric power distribution lines:** An employer must establish a list of employees to answer service calls outside standard working hours. Such list shall also specify the days on which the employer is asking the employees to be on call, excluding the two (2) compulsory annual vacation periods for which Article 20.05 of the collective agreement applies.

An employee on the list shall be notified ten (10) days prior to the scheduled on-call date. The employer shall determine the means of communication by which such employees can be reached at all times.

An employee who agrees to be entered, on a voluntary basis, on the on-call list (availability list) is agreeing to answer service calls at all times on the days specified on the employer's list and shall receive for each day on which he is on call two (2) hours' pay at the applicable wage rate including social benefits.

An employee who must report to the job site following a service call shall be paid in accordance with Article 19.05, Subsection 3), in addition to the compensation specified in the preceding paragraph plus the travelling allowance as specified under Article 24.13, Subsection 2), where applicable.

5) **Electrician: Service calls and employees on call with a means of communication:** An employer may establish a list of employees to answer service calls outside standard working hours. This list shall also specify the days on which the employer is asking the employees to be on call.

An employee on the list shall be notified ten (10) days prior to the scheduled on-call date. The employer shall determine the means of communication by which such employees can be reached at all times.

An employee who agrees to be entered on the on-call (availability) list agrees to answer service calls at all times and shall receive for each day that he is on call one (1) hour's pay at his wage rate from Monday to Friday and one (1) hour's pay at the applicable wage rate on Saturdays, Sundays and statutory holidays. However, for contracts where quotes are submitted after the coming into effect of this collective agreement, an employee shall receive two (2) hours' pay at his wage rate from Monday to Friday and two (2) hours' pay at the applicable wage rate on Saturdays, Sundays and statutory holidays.

An employee who must report to the job site following a service call shall receive pay at the applicable wage rate for the time it takes to perform the work, in addition to the compensation specified in the preceding paragraph.

19.07 Attendance allowance:

1) **Special rule: Boilermaker:** Any employee who works for an employer for six (6) or more days shall receive an attendance allowance equal to four (4) straight time hours at his regular wage rate in his last week of pay. Such attendance allowance shall be equal to eight (8) straight time hours at his wage rate when the work for the employer lasts for more than thirty (30) days. One of these two (2) allowances shall be payable to the employee, except in the case of voluntary departure or dismissal.

2) **Special rule: Electrician:** Any employee who works for an employer for six (6) or more days shall receive, on his next pay, an attendance allowance equal to four (4) straight time hours at his regular wage rate.

If the duration of the work for the employer is more than thirty (30) days, the employee shall receive another attendance allowance equal to four (4) straight time hours at his regular wage rate, payable on his next pay, except in the case of voluntary departure or dismissal.

In the case of voluntary departure or dismissal, the employer may recover the allowances paid on the employee's last pay. Such allowances shall not be cumulative with any other layoff notice compensation or anything in place of such compensation.

This provision shall not apply when the employee is assigned to maintenance and repair work. In such case, the terms and conditions of Article 16.01, Subsection 1) shall apply.

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

4) **Special rule: Supply welder, distribution welder, pipeline welder, pipe welder and pipefitter:** Any employee who works for an employer for six (6) or more days shall receive an attendance allowance equal to four (4) straight time hours at his wage rate in his last week of pay. Such attendance allowance shall be equal to eight (8) straight time hours at his wage rate when the work for the employer lasts for more than thirty (30) days. One of these two (2) allowances shall be payable to the employee, except in the case of voluntary departure or dismissal.

DIVISION XX

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

20.01 Compulsory annual vacations: Every year, all employees are entitled to four (4) weeks of compulsory annual vacation, to be taken as follows:

1) **Summer:** All construction job sites shall be closed during two (2) full calendar weeks during the summer and more specifically between the following dates:

- 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 2 full calendar 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) **Special rule:** An employee who is assigned to work as defined in Articles 21.06 and 21.07 shall be entitled to 2 weeks compulsory annual summer vacation between May 1 and October 31 of each year upon agreement with the employer, provided the latter is not deprived of more than 25% of its employees for that trade, specialty or occupation, simultaneously on the same job site. An employee who takes advantage of this subsection must notify the employer at least 10 working days before his departure date.

Should no agreement be reached, the employee shall be entitled to take the last week of vacation as specified in Subsection 1). Furthermore, the employer shall take the employee back into its service at the end of his vacation if there is work in his trade, specialty or occupation.

The provisions of this subsection shall also apply to the construction of new viaducts, wind turbine work and the La Romaine job site.

3.1) **Ironworker assigned to work on a bridge:**

Regardless of Article 20.01, Subsection 3), an ironworker assigned to work on a bridge shall be entitled to two compulsory weeks of summer vacation during the 8 week period in the middle of which the two weeks stipulated in Article 20.01, Subsection 1) occur.

For this, the employer shall consult, before April 1 of each year, an ironworker in its employment who is assigned to such work, in order to agree with him on the period of annual vacation that he wishes to take during the weeks specified in the first paragraph hereof, failing which, the employer shall determine, still during the weeks in question, the employee's period of 2 consecutive weeks of vacation.

In the case of an employee hired after April 1, the employer shall consult with the employee at the time of hiring in order to agree on the period of compulsory annual summer vacation that the employee wishes to take during the weeks specified in the first paragraph hereof, failing which, the employer shall determine, still during the weeks in question, the employee's period of 2 consecutive weeks of vacation.

The employer shall confirm in writing to the employee concerned the period of compulsory annual summer vacation agreed upon or that the employer determined under this subsection, before April 1 or within 5 working days following the consultation.

In the case of an employee hired during the 8 week period specified in the first paragraph hereof, the employer shall agree with the employee, at the time of hiring, on the period of 2 consecutive weeks during which the employee will take his compulsory annual summer vacation, which shall not occur later that October 31 of the current year. Failing an agreement, the 2 weeks of compulsory annual summer vacation shall be taken immediately following the 8 week period specified in the first paragraph hereof.

An employee may not be disadvantaged or replaced because of his taking his compulsory summer vacation weeks. Accordingly, when he returns to work, any employee hired on a job site before the 8 week period specified in the first paragraph hereof shall have priority over an employee assigned to the job site in question during this period, except when he has been suspended, laid off or would have lost his job otherwise had he been at work.

In the event that the employee wishes to take his 2 weeks of compulsory annual summer vacation during a period other that the one specified in the first paragraph hereof, he shall first agree on this with the employer and convey a notice in writing of the agreement to his union. Subsequently, the employer may grant the agree-upon vacation period if the employer receives confirmation from the employee's union of its approval of such agreement. This confirmation shall be sent to the employer within 5 working days following the notice.

4) **Special rule: Work on natural gas and oil transportation pipelines, natural gas distribution networks and natural gas supply networks:** Any employee assigned to the above work is not entitled to the annual summer vacation.

4.1) **Special rule: Supply welder, distribution welder, pipe welder and pipefitter: Work on natural gas supply networks and natural gas distribution networks:** Such employees are entitled to the annual summer vacation, provided the employer is not deprived of more than 25% of its employees from the same trade, speciality or occupation, at the same time.

4.2) **Special rule: Methane terminal**: An employee assigned to the work specified in Articles 21.06, 21.07 and 21.09 regarding the construction of a methane terminal shall not be entitled to the annual summer vacation.

This provision shall also apply to the formwork and concrete work on the storage tank foundations.

5) **Special rule:** An employee who is assigned to work on a remote job site, in the James Bay region or on a hydroelectric project north of the 55th parallel (including Great Whale) is not entitled to compulsory annual vacations.

6) **Special rule: Refrigeration mechanic:** Unless he chooses another period that is agreed to by the employer, an employee assigned to servicing and maintenance work on refrigeration and air-conditioning systems shall take his annual summer vacation during the summer period and winter vacation during the winter period, provided his employer is not deprived of more than 25% of its employees. The employer shall notify the Commission of the dates of such vacations.

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

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

Any employee may take an additional week of vacation without pay from October 1 of one year to April 30 of the following year, further to an agreement with the employer. The employer may not be deprived of more than 25% of its employees. The employer shall be notified at least 10 working days before the employee's departure date. This vacation may not be taken during the week preceding or following the winter holiday period.

An employee may not take more than four (4) weeks of vacation consecutively.

8) **Special rule: Fire-protection mechanic: Emergency work:** An employee who agrees to perform emergency work on a fire protection system during the compulsory summer and winter vacation periods, may take his vacation at any time of year. The employer shall notify the Commission and the majority union group of the dates of such vacations, which the employee must take.

9) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries**: All employees are entitled to compulsory annual vacations yearly, as follows:

a) **Summer:** All construction job sites shall be closed for two (2) full calendar weeks during the summer period and more specifically between the following dates:

- 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

b) The summer vacation does not apply to employees assigned to the work specified in this subsection who work on the James Bay project, remote job sites and job sites located north of the 55th parallel.

c) **Optional vacation**: An employee assigned to the work specified in this subsection may take a third week of vacation at any time of the year, provided the employer is not deprived of more than 25% of its employees at the same time on the same job site. Any employee who takes advantage of this provision, shall notify his employer at least 10 working days prior to his departure date.

d) **Winter vacation:** Subject to the work specified in Article 20.03, Subsection 2) and Article 20.05, Subsection 1), all construction job sites shall be closed during the period specified in Subsection 2) of this article.

10) **Special rule: Watchman:** Regardless of Subsections 20.02 and 20.03, watchmen, at the express request of their employer, shall stay at work during the compulsory annual vacation weeks and are paid their wage rate during such time. The employer shall notify the Commission as to when these employees will take their annual vacations.

11) **Special rule: Security systems installer:** Such employee may take his annual vacations outside the periods specified in Subsections 1) and 2).

In this case, the employee shall notify his employer in writing between March 1 and 15 of his choice of annual vacation for the two (2) weeks specified in Subsection 1) of this article. As regards the annual vacation specified in Subsection 2), the employee shall notify his employer in writing thereof between April 1 and 15.

Choice of annual vacations is based on length of continuous service with the employer, and priority is granted to the employee who has accumulated the most continuous service.

Any employee who has not informed his employer of his annual vacation preferences shall take said vacations during the remaining available vacation periods.

The employer shall provide written confirmation of vacation dates to an employee no later than May 1 and shall notify the Commission thereof before May 15 of each year.

When an employer does not comply with the provisions of the preceding paragraph, an employee may take his annual vacation during the periods specified in Subsections 1) and 2).

The employer shall at no time be deprived of more than 33% of its employees connected to the same establishment.

12) **Special rule: Erector-mechanic (glazier):** Unless he chooses another period that is agreed to by the employer, an employee assigned to servicing and maintenance work shall take his annual summer vacation during the summer period and winter vacation during the winter period, provided his employer is not deprived of more than 25% of its employees. The employer shall notify the Commission of the dates of such vacations.

13) **Optional vacation:** An employee may take an additional week of vacation without pay between October 1 of one year and April 30 of the following year, further to an agreement with the employer. The employer may not be deprived of more than 25% of its employees in a trade, specialty or occupation at the same time on the same job site. The employer shall be notified at least 10 working days prior to the employee's departure date. Also, the employer shall take the employee back into its service following the employee's vacation, when there is work available in his trade, specialty or occupation.

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

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

c) **Special rule: Security systems installer**: A security systems installer may take 1 additional week of vacation without pay outside the compulsory vacation periods, provided the employer is not deprived of more than 25% of its employees from this trade at the same time on a job site. The employer shall be notified at least 30 days prior to the employee's departure date.

d) **Special rule: Security systems installer:** An employee entered on the availability list for service calls may not be scheduled to work during the entire first weekend preceding his vacation (summer or winter) or the entire last weekend following his vacation.

20.02 Forbidden work and permitted work during compulsory annual vacations:

No person governed by the collective agreement may perform or order any work performed during the compulsory annual vacation weeks, unless such work is emergency, repair or maintenance work.

Regardless of the first paragraph of this article and Article 20.01, in the case of renovation and alteration work, the employees concerned and the employer on a job site may agree to move the compulsory vacation periods. The Commission shall be notified without delay of such agreement.

Unless he chooses another period approved by the employer, the employee then takes 2 continuous weeks of compulsory annual vacation during the 6-week period in which the 2 weeks provided for in Article 20.01, Subsection 1) occur and 2 continuous weeks during the 6-week period in which the 2 weeks provided for in Article 20.01, Subsection 2) occur.

20.03 1) **Repair and maintenance work during compulsory annual vacations:** In the case of repair and maintenance work during the compulsory annual vacations, any employee who agrees to carry out such work shall receive minimum pay equal

to 40 hours of work per week at his wage rate, subject to the daily and weekly limits as specified in Division XXI. This subsection does not apply to security system installers, refrigeration mechanics, elevator mechanics and fire-protection mechanics.

2) **Repair and maintenance work during compulsory annual vacations: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** When repair and maintenance work is carried out during a compulsory annual vacation, any employee who agrees to perform such work is entitled to minimum remuneration equivalent to 40 hours of work per week at his wage rate, and, unless a different agreement is reached with the majority union group representatives, the standard work day is 8 hours.

20.04 Special rule: Insulator: Annual vacations:

In the case of renovation, alteration, maintenance and repair work, an employee who agrees to perform such work shall take 2 consecutive weeks of compulsory annual vacation at another time of year further to an agreement with the employer. When an agreement is not reached, the employee takes his annual vacation weeks in the period specified in the third paragraph of Article 20.02.

20.05 Emergency work during compulsory annual vacations:

1) **General rule:** In the case of emergency work during the compulsory annual vacation periods, the employer may call back an employee who is willing to perform this work. The employee shall be paid double time. The employer shall report this to the Commission.

2) **Special rule: Fire-protection mechanic:** An employee on annual vacation who is called back to perform emergency work is paid double time.

a) No person subject to this collective agreement may perform work or have work performed during compulsory annual vacations, except in the case of emergency work, unless there is an agreement in writing between the employer and the majority union group, in which case the standard hours worked are paid at the employee's wage rate and his vacation is postponed to a later date further to an agreement with the employer and the employee. In case of disagreement, the procedure specified in the third paragraph of Article 20.02 shall apply.

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

20.06 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, the statutory holidays that do not correspond to the compulsory annual vacation periods are taken as follows:

Good Friday:
April 15, 2022
April 7, 2023
March 29, 2024
April 18, 2025

Easter Monday:
April 18, 2022
April 10, 2023
April 1, 2024
April 21, 2025

Journée nationale des Patriotes (Victoria Day):
May 23, 2022
May 22, 2023
May 20, 2024

Canada Day:
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

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 is the compensation as specified. In 2023, this statutory holiday shall

occur on June 23. In 2022 and 2024, this statutory holiday shall occur on June 24.

2) **Special rule: Elevator mechanic:** When New Year's Day or Christmas Day falls on a Saturday or Sunday, an employee may take this holiday on the Friday or Monday.

3) **Special rule: Security systems installer assigned to maintenance and repair work:** When a statutory holiday coincides with a planned day off in the work schedule for such employee, the statutory holiday shall be moved to the first working day preceding or following such statutory holiday.

20.07 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 13% of the wages earned during that week, as compulsory annual vacation pay, statutory holiday pay and sick leave pay, consisting of 6% for compulsory annual vacations, 5.5% for statutory holidays and the remainder 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 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 bank deposit or a cheque mailed to the last known address of the employee, in the last 8 days of the month of November of the current year.

b) The Commission shall pay an employee the amount collected for the second reference period by means of a bank deposit or a cheque mailed to the last known address of the employee, in the last 8 days of the month of June of the following year.

c) Subject to Articles 20.09 and 20.10, no one may claim pay for compulsory annual vacations, statutory holidays or sick leave before December 1st or July 1st, as the case may be.

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.

20.08 Interest: Any interest on the amounts collected for compulsory annual vacation pay, statutory holiday pay and sick leave pay 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 amounts that they receive.

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

20.10 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 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 compulsory annual vacation pay, statutory holiday pay and sick leave pay, if the employee must pay expenses, including expenses for treatment in another country.

DIVISION XXI

WORKING HOURS

21.01 General rule: The working hours of all employees assigned to construction work not included in the exceptions mentioned hereinafter are 40 hours per week.

21.02 Computation of working hours: Working hours are considered to start 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.

21.03 *(rescinded)*

21.04 **Timekeeping:** When the employer installs one or more time clocks, it shall place them as close as possible to the place where working hours begin and end, as specified in Article 21.02.

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

This article shall remain in effect until at such time as the process provided for in Schedule Z is completed.

This article does not apply to elevator mechanics.

21.05 **Standard working hours:** Barring a provision to the contrary or special rule as provided for in this division, standard working hours are as follows:

1) **Standard work week:** The standard work week is 40 hours from Monday to Friday.

2) **Standard work day:** The standard work day is 8 hours a day from Monday to Friday.

3) **Schedule: General rule:** Daily working hours are scheduled as follows:

   a) 6:00 to 14:30 or 15:00

   b) 6:30 to 15:00 or 15:30

   c) 7:00 to 15:30 or 16:00

   d) 7:30 to 16:00 or 16:30

   e) 8:00 to 16:30 or 17:00

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

4) **Agreement for modification:**

   a) With the consent of a majority of the employees in its service or assigned to construction work on a job site and further to an agreement with the majority union group, the employer may:

      i) Modify the daily work schedule for a job site or a company when the provisions of Article 21.10 do not apply.

      ii) Increase daily working hours to create a compressed work week; in such a case, overtime only applies over and above the daily limit so established.

      iii) For job sites located away from an urban centre, establish a work schedule of ten (10) consecutive days to be able to perform a maximum of 80, 90 or 100 hours, as the case may be, to be paid at the regular wage rate, with a daily limit of 8, 9 or 10 hours, depending on the applicable standard work week, followed by four (4) days off without pay; or establish a work schedule of nine (9) consecutive days to be able to perform an 80 hour schedule with a daily limit of 9 hours for the first 8 days and 8 hours on the 9th day, or 90 or 100 hours with a daily limit of 10 hours, according to the standard week applicable, followed by five (5) days off.

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

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

   d) The other unions concerned and the Commission shall be notified without delay of any such agreement.

5) **Change in meal period:**

   a) **General rule:** Regardless of Subsection 3), at the employer's request, the meal period may start 30 minutes earlier or later than the meal time provided for in Subsection 3).

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

   b) **Exception: Roofing work:** An employee assigned to operate and supervise the tar boiling machine who, at the request of the employer, agrees not to take his meal break, shall receive compensation equal to a 1/2 hour's pay at his standard wage rate.

6) **Special rule: Security systems installer:** The daily working hours for an employee who works outside his employment region, i.e., more than 120 kilometres from his residence, may be 10 consecutive hours a day, with a standard work week of 40 hours over four (4) days, from Monday 00:01 to Thursday 24:00, or Tuesday 00:01 to Friday 24:00.

7) **Special rule: Elevator mechanic: Compressed weekly schedule:** At the request of the majority of its employees on a job site located more than 120 kilometres from the Mount Royal cross in the greater Montreal region or from Château Frontenac in the Quebec City region, the employer may, with

the consent of the on-site union, increase the number of daily working hours in order to compress the work week into a period of four (4) working days (Monday to Thursday) with a daily limit of 10 hours.

In such a case, the only overtime permitted is that which is carried out on Fridays, Saturdays and Sundays. Any overtime so worked shall be paid double time.

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

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

8) **Special rule: Roofer, labourer and general helper: Standard work day:** Roofers, labourers and general helpers assigned to roofing work, start work at the time at which, at the employer's request, they must report to work at the location designated by the employer. The standard work week shall be 50 hours and shall be scheduled from Monday to Friday with a daily limit of 10 hours.

8.1) **Special rule: Refrigeration mechanic: Servicing work:** The standard working hours for an employee assigned to servicing work are 45 hours a week with a daily limit of nine (9) hours from Monday to Friday.

Schedule: Daily working hours are scheduled as follows:

a) 6:30 to 16:00

b) 7:00 to 16:30

c) 7:30 to 17:00

With a 1/2-hour meal period without pay in the middle of the working day.

9) **Special rule: Crane operator in service of crane rental employer:** With the exception of the special rules provided for in this division, daily working hours are scheduled as follows for a crane operator in the service of a crane rental employer:

a) 6:30 to 15:00 or 15:30

b) 7:00 to 15:30 or 16:00

c) 7:30 to 16:00 or 16:30

d) 8:00 to 16:30 or 17:00

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

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

10) **Special rule: Pile setter:** The standard working hours for a pile setter are 45 hours a week from Monday to Friday with a daily limit of 9 or 10 hours from Monday to Thursday and 5 hours on Friday.

Schedule: The daily work schedule is as follows:

a) Monday to Friday:

i) 6:30 to 16:00 or 16:30

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

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

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

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

b) Monday to Thursday:

i) 6:30 to 17:00 or 17:30

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

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

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

and Friday:

i) 6:30 to 11:30

ii) 7:00 to 12:00

iii) 7:30 to 12:30

iv) 8:00 to 13:00

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

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

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

The employer shall determine the duration of the meal break.

12) **Special rule: Labourer and general helper**: The standard working hours for labourers and general helpers assigned to work related to the bricklayer and plasterer trades, are 42 ½ hours with a standard work day of 8 ½ hours. This subsection does not apply to work covered under Articles 21.06 and 21.08.

13) **Special rule: Decontamination labour: Asbestos removal in a building:** Barring an agreement to the contrary with the majority union group, the standard work schedule for a labourer assigned to medium- and high-risk asbestos removal work performed inside a contaminated area, is 40 hours per week scheduled from Monday to Friday, in accordance with one of the following schedules:

a) 6:30 to 14:45 (meal: 10:30 – 11:00)

b) 7:00 to 15:15 (meal: 11:00 – 11:30)

c) 7:30 to 15:45 (meal: 11:30 – 12:00)

d) 8:00 to 16:15 (meal: 12:00 – 12:30)

The meal period shall be thirty (30) minutes, fifteen (15) minutes of which are paid, and shall be taken at the above-mentioned times.

In the case of a labourer assigned to such work, the provisions of Subsections 4) and 19) as well as Article 21.13, Subsection 1), Paragraphs a) and b) (rest period) do not apply, even when this work is performed under the double and triple shift system.

14) **Special rule: Elevator mechanic:**

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

b) **Local representative:** The employer shall guarantee 40 hours of work for the local representative, scheduled from 8:00 to 17:00, Monday to Friday inclusively, paid at his wage rate. In addition, it shall pay him the premium specified under Article 23.03, 4) a).

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

Subject to the special rules provided for in this division, the work schedule for a fire-protection mechanic is as follows:

a) 5:30 to 14:00 or 14:30

b) 6:00 to 14:30 or 15:00

c) 6:30 to 15:00 or 15:30

d) 7:00 to 15:30 or 16:00

e) 7:30 to 16:00 or 16:30

f) 8:00 to 16:30 or 17:00

with half an hour or 1 hour, as the case may be, without pay, for lunch in the middle of the work day.

15) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** Unless an agreement to the contrary is reached by the employer and the representative of the majority union group, the standard working hours for employees assigned to this work are as follows:

a) **Electric power distribution lines, communication networks and catenaries:**

i) **Work week:** 40 hours from Monday to Friday.

ii) **Standard work day**: 8 hours, from Monday to Friday.

iii) **Schedule:** The daily work schedule is as follows: from 8:00 to 17:00, with a meal break of 1 hour without pay from 12:00 to 13:00, or from 8:00 to 16:30 with a ½ hour meal break without pay between 12:00 and 13:00. The employee shall also have a ½ hour or 1 hour meal break without pay between 12:00 and 13:00 on Saturday, Sunday and statutory holidays if he works such days. Working hours shall start and end at the work location. In the case of excavation work for communication networks, the standard work week shall be 45 hours, and the standard work day 9 hours a day from Monday to Friday.

b) **Electric power transmission lines, electric power stations and communication towers:**

i) **Standard work week:** 40 hours, from Monday to Friday.

ii) **Standard work day:** 8 hours, from Monday to Friday.

iii) **Schedule:** From 7:00 to 16:00 with a meal break of 1 hour without pay from 12:00 to 13:00, or from 7:00 to 15:30 with a ½ hour meal break without pay between 12:00 and 13:00.

iv) Employees shall also have a ½ hour or 1 hour without pay between 12:00 and 13:00 for their meal break on Saturday, Sunday and statutory holidays if they work such days.

c) Regardless of Paragraphs (a) and (b), the employer, upon agreement with the representative of the majority union group, may have the work done on a 10-hours a day, 4-days a week basis. In this case, the application of 19.02, 2) c) shall be increased by fifteen (15) minutes per day of work, without exceeding a maximum of five (5) hours for all work performed from Monday to Friday.

d) **Start of working hours:**

i) **Electric power distribution lines, electric power stations, communication networks, communication towers and catenaries:** Working hours shall start and end at the work location.

ii) **Electric power transmission lines:** The employee's working hours start at the work location, from the moment he disembarks from the transportation vehicle supplied by the employer.

e) **Standard working and travelling day: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries**: The standard working and travelling day shall not exceed 11 hours for employees assigned to work for which the standard work week is 5 days a week, 8 hours a day.

This limit shall be raised to 12 hours for employees assigned to work for which the standard work week is 4 days a week, 10 hours a day.

For employees assigned to work for which the work schedule is 9 hours a day from Monday to Thursday and 4 hours on Friday, the standard working and travelling day shall not exceed 12 hours from Monday to Friday and 7 hours on Friday.

Any travelling time in excess of the above limit, as well as such time occurring during standard working hours shall be considered time actually worked.

f) **Departure time from call-in point: Electric power transmission lines and electric power stations**: Unless agreed upon by both the employer and the representative of the majority union group for the employees concerned, departure from the call-in point shall not take place more than one 1/2 hour before the start of working hours. The Commission shall be notified of any such agreement without delay.

g) Regardless of the provisions of Paragraphs a) and b), at the employer's request, the meal period may start 30 minutes earlier or later than the meal time provided for in Paragraphs a) and b).

An employee who, at the request of the employer, takes his meal time outside the limits specified herein shall be paid the applicable wage rate during the meal period.

h) **Work performed in the James Bay region, on remote job sites and on job sites north of the 55th parallel (including Great Whale): Electric power transmission and distribution lines, electric power stations, communication networks and communication towers:** The standard work week shall be 50 hours from Monday to Friday with a daily maximum of 10 hours.

Subsections 1), 2) and 9 a) of Article 20.01, and Articles 20.02, 20.03 and 20.05 do not apply to employees assigned to such work.

i) *(rescinded)*

j) **Work performed at the La Vérendrye station and the Parent station**: The standard work week shall be 45 hours from Monday to Friday with a daily maximum of 9 hours. The employer shall provide its employees with transportation from Mont-Laurier or from La Tuque to the job sites.

k) **Compressed work schedule based on 10/4 concept:** The employer may, with the consent of the representative of the majority union group, establish a schedule of 10 consecutive working days, to be able to perform a maximum of 80 or 90 hours of work (communication network excavation), as the case may be, paid at the regular rate, followed by four (4) days off without pay. The standard work day is 8 or 9 hours, as the case may be. Any hour of work performed over and above this schedule shall be paid at an increased wage rate.

Any statutory holidays included in the schedule specified in this paragraph shall be days worked and considered overtime, barring an agreement to the contrary.

l) **Compressed work schedule based on 8/6 concept:** The employer may, with the consent of the representative of the majority union group, establish a schedule of 8 consecutive working days in order to perform a maximum of 80 or 90 hours of work (communication network excavation), as the case may be, paid at the regular rate, followed by 6 days off without pay.

The standard work day is 10 or 11¼ hours, as the case may be. Any hour of work performed over and above this schedule shall be paid at an increased wage rate. In this case, the application of 19.02, 2) c) shall be increased by fifteen (15) minutes per day of work.

Any statutory holidays included in the schedule specified in this paragraph shall be days worked and considered overtime, barring an agreement to the contrary.

m) The provisions of Subsection 15) of this article do not apply to electricians, with the exception of Paragraphs j), k) and l).

n) The change in the work schedule stipulated in the first paragraph of this subsection and the changes in the work schedule stipulated in Paragraphs c), k) and l), shall also apply automatically to any subcontractors of the employer affected by such changes. Overtime shall apply solely over and above the work schedule so established.

16) **Special rule: Watchman:**

a) The standard working hours for a watchman are 60 hours per 7-day week, scheduled over 5 consecutive 12-hour daily work periods.

b) Watchmen are entitled to a 1/2-hour meal period, during which they shall receive the wage rate for their occupation.

17) **Special rule: Fire-protection mechanic: Work outside standard working hours: Alteration, renovation and installation work:** When a change in the work schedule requires that work be performed outside standard working hours, the employer may, with the written consent of the majority union group, carry out this work on the basis of a 4-day week. The standard work week shall be as provided for in Subsection 1) and the daily limit is 10 hours.

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

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

The premium provided for in Article 23.04 6) applies to each and every hour so worked, except for overtime.

18) **Special rule: Boilermaker: Water tanks:** The standard work week for a boilermaker assigned to work on water tanks is 40 hours from Monday to Friday with a daily limit of 8 hours.

19) **Special rule: Work involving 40-hour standard work week: Flexible schedule: Bricklayer-mason, tile setter, carpenter-joiner, boilermaker, cement finisher, tinsmith, reinforcing steel erector, crane operator (except crane operator in service of crane rental employer), heavy equipment mechanic, fire-protection mechanic, ironworker on bridges, erector-mechanic (glazier), heavy equipment operator, shovel operator, painter, interior systems installer, labourer, general helper and the other occupations specified in Schedule B, Subschedules A and B, with exception of pipe welders:** When such employees are assigned to work with a standard 40 hour/week schedule, the work schedule may be performed in accordance with the terms and conditions provided for in Subsections 2) and 3) of this article or according to the following:

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

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

c) **Schedule:** The daily work schedule is 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 half an hour or 1 hour, as the case may be, without pay, for lunch in the middle of the work day.

The provisions of this subsection shall not be applicable to work on natural gas and oil transportation pipelines, natural gas distribution networks and natural gas supply networks.

20) **Special rule: Resilient flooring layer:**

a) **Standard work week:** The standard work week is 44 hours from Monday to Friday and the last four (4) hours shall be worked on a voluntary basis. This weekly limit is 34 hours when the work week is reduced to four (4) days due to a statutory holiday occurring during the week.

b) **Standard work day:** Daily working hours may be 10 hours a day from Monday to Friday.

c) **Schedule:** The daily work schedule is 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

vi) 8:30 to 19:00 or 19:30

vii 9:00 to 19:30 or 20:00

21.06 1) **Special rule: Excavation, road work and other work:** The standard working hours for any employee assigned to the following work or to the construction of the following structures: roads, highways, arteries, streets, sidewalks, curbs and related drainage systems, electrical conduits (with the exception of the part of the work coming under the electrician trade), communication conduits (with the exception of cable pulling), expressways (either elevated or depressed, i.e., in trenches), overpasses, underpasses, crossroads connected to viaducts; in the case of road or expressway construction or repair, the installation, re-routing or relocation of facilities such as sewers and water mains located on the right of way of these roads or expressways or that are affected by such right of way; underground or open-cut excavations, levelling, airport runways, docks, draining of railway marshalling yards, laying of railway and metro (subway) ties and tracks, bridges, (with the exception of the work coming under the ironworker trade, and with the exception of painters assigned to repair and maintenance work), breakwaters, and all work related to metro (subway) facilities up to the completed cement pouring phase, dumps, landfills (with the exception of the installation of watertight membranes and piping for gas capture and air circulation), retention basins, compacted earth and compressed concrete dikes and dams, including the treatment of foundations, tunnels of all kinds up to the completed concrete pouring phase (with the exception of the work coming under the boilermaker trade) including concrete work on the portal, and any excavation and preliminary ground preparation work, shall be 45 hours a week scheduled from Monday to Friday with a daily limit of 9 hours; or 10 hours from Monday to Thursday and 5 hours on Friday. For a reinforcing steel erector, however, who is assigned to work on bridges, expressways and overpasses or underpasses requiring work involving the installation or placing

of more than 85 tonnes (metric tons) of reinforcing steel as stipulated in the plans and specifications of the client's call for tenders, the provisions of Article 21.05 shall apply.

1.1) **Schedule:** The daily work schedule is as follows:

a) Monday to Friday:

i) 6:00 to 15:30 or 16:00

ii) 6:30 to 16:00 or 16:30

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

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

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

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the day.

b) Monday to Thursday:

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

and Friday:

i) 6:00 to 11:00

ii) 6:30 to 11:30

iii) 7:00 to 12:00

iv) 7:30 to 12:30

v) 8:00 to 13:00

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the day.

2) **Special rule: Job sites with bunkhouses: Excavation, road work and other work**: The standard working hours for any employee assigned to the following work or to the construction of the following structures: roads, highways, arteries, streets, sidewalks, curbs and related drainage systems, electrical conduits (with the exception of the part of the work coming under the electrician trade), communication conduits (with the exception of cable pulling), expressways (either elevated or depressed, i.e., in trenches), overpasses, underpasses, crossroads connected to viaducts; in the case of road or expressway construction or repair, the installation, re-routing or relocation of

facilities such as sewers and water mains located on the right of way of these roads or expressways or that are affected by such right of way; underground or open-cut excavations, levelling, airport runways, docks, draining of railway marshalling yards, laying of railway and metro (subway) ties and tracks, bridges, (with the exception of the work coming under the ironworker trade, and with the exception of painters assigned to repair and maintenance work), breakwaters, and all work related to metro (subway) facilities up to the completed cement pouring phase, dumps, landfills (with the exception of the installation of watertight membranes and piping for gas capture and air circulation), retention basins, compacted earth and compressed concrete dikes and dams, including the treatment of foundations, tunnels of all kinds up to the completed concrete pouring phase (with the exception of the work coming under the boilermaker trade) including concrete work on the portal, and any excavation and preliminary ground preparation work, shall be 50 hours per week, from Monday to Friday, with a daily maximum of 10 hours.

Nevertheless, standard working hours in the case of building excavation work and the preliminary ground preparation work directly related to the building foundation shall be 45 hours per week extending from Monday to Friday with a daily limit of 9 or 10 hours from Monday to Thursday and 5 hours on Friday.

2.1) **Schedule:** The daily work schedule is as follows:

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

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

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

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

2.2) **Schedule: Building excavation work and preliminary ground preparation work directly related to the building foundation:** The daily work schedule is as follows:

a) 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 meal period, as the case may be, without pay in the middle of the work day.

b) From Monday to Thursday:

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

and Friday:

i) 7:00 to 12:00

ii) 7:30 to 12:30

iii) 8:00 to 13:00

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

3) **Special rule: Asphalt laying work and road surfacing work:** The standard working hours for an employee assigned to asphalt laying work and road surfacing work are 50 hours a week, from Monday to Friday, with a daily limit of 10 hours, except for a grader or tractor operator assigned to work on the finishing layer immediately preceding fine grade work, whose standard work week is 45 hours.

3.1) **Schedule:** The daily work schedule is as follows:

a) 6:00 to 16:30 or 17:00

b) 6:30 to 17:00 or 17:30

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

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

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

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the day.

4) **Exception: Electrician:** The provisions of this article shall not apply to work coming under the electrician trade.

21.07 1) **Special rule: Water and sewer systems other than those specified in Article 21.06:** The standard working hours of any employee assigned to water and sewer system work other than that specified in Article 21.06 shall be 45 hours a week, from Monday to Friday, with a daily maximum of 9 hours; or 10 hours from Monday to Thursday and 5 hours on Friday.

2) **Schedule:** The daily work schedule is as follows:

a) From Monday to Friday:

i) 6:00 to 15:30 or 16:00

ii) 6:30 to 16:00 or 16:30

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

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

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

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

b) From Monday to Thursday:

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

and Friday:

i) 6:00 to 11:00

ii) 6:30 to 11:30

iii) 7:00 to 12:00

iv) 7:30 to 12:30

v) 8:00 to 13:00

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

21.08 1) **Special rule: Remote job sites, James Bay region and hydroelectric projects north of 55th parallel (including Great Whale):**

a) The standard work week for employees assigned to construction work is 45 hours per week.

b) However, when the employer provides room and board, the standard week is 50 hours.

2) **Standard work day:** 9 or 10 hours, depending on the case.

3) **Schedule:** The daily work schedule is as follows:

a) 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 meal period, as the case may be, without pay in the middle of the work day.

b) 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 meal period, as the case may be, without pay in the middle of the work day.

21.09 **Special rule: The standard work week for any employee assigned to the following work, or to the construction of the following works:** viaducts (subject to Article 21.09.1), natural gas and oil transportation pipelines (including pipeline tunnels), natural gas distribution networks and natural gas supply networks, any excavation and preliminary ground preparation work (for the work covered by this paragraph), shall be 40 hours a week from Monday to Friday.

The standard work day and work schedules are as provided for in Article 21.05, Subsection 3) Paragraphs b) to e).

Regardless of the first paragraph, the work week for a pipefitter and pipe welder assigned to work on natural gas and oil transportation pipelines, natural gas distribution networks and natural gas supply networks, may be longer than the established work week, for a particular job site, after an agreement is reached by the employer and the representative of the majority union group.

21.09.1 1) **Special rule: Viaducts: Carpenter-joiner, cement finisher, reinforcing steel erector, crane operator (except crane operator in service of crane rental employer), shovel operator, heavy equipment operator, heavy equipment mechanic, labourer, general helper and the other occupations specified in Schedule B, Subschedules A and B, with the exception of pipe welders, supply welders, distribution welders and pipeline welders:** The standard working hours of an employee assigned to viaduct work shall be 45 hours a week, from Monday to Friday, with a daily maximum of 9 hours; or 10 hours from Monday to Thursday and 5 hours on Friday.

The preceding paragraph shall not be applicable to a reinforcing steel erector assigned to viaduct work that requires, in accordance with the plans and specifications of the client's call for tenders, the placing or installation of more than 85 tonnes (metric tons) of reinforcing steel.

2) **Schedule:** The daily work schedule is as follows:

a) From Monday to Friday:

i) 6:00 to 15:30 or 16:00

ii) 6:30 to 16:00 or 16:30

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

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

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

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

b) From Monday to Thursday:

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

and Friday:

i) 6:00 to 11:00

ii) 6:30 to 11:30

iii) 7:00 to 12:00

iv) 7:30 to 12:30

v) 8:00 to 13:00

With a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

21.10 **Exception to daily work schedules:** The daily work schedules provided for in Article 21.05, Subsection 19) and Articles 21.06, 21.07, 21.08, 21.09 and 21.09.1 do not apply in the following situations:

1) When, due to the nature of the work (e.g., swampland) or abnormal weather, environmental or climatic conditions, the standard schedule cannot be followed.

2) When the client sets a schedule other than the standard schedule.

3) When the standard work schedule cannot be followed for reasons pertaining to the health and safety of the public and the employees.

The employer shall grant a 1/2-hour or 1-hour meal period, as the case may be, without pay in the middle of the working day.

The provisions of this article do not allow the daily and weekly working hour limits to be increased, but do allow inclusion of hours worked on Sunday as of 19:00 and hours worked on Saturday, provided the purpose of such is to complete work begun on Friday.

The provisions of this article shall not apply to a crane operator in the service of a crane rental employer when the service call is for less than 5 consecutive working days.

21.11 In the case of maintenance and repair work on construction machinery and equipment, the employer may establish a work schedule different from those provided for under this division.

21.12 **Shift work:**

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

a) The double or triple shift system shall be established for a minimum of 5 consecutive working days.

This paragraph shall not apply to asphalt laying work and road surfacing work.

b) No second or third shift shall be allowed on the job site, unless these shifts are in the service of the employer of the first shift and they serve to complete work started by the previous shift.

c) No employer shall be allowed to establish a second or third shift for work started by a previous shift working for another employer.

d) Regardless of Subsections 2) and 3), the employer on the job sites specified in Articles 21.06 to 21.09 shall determine the scheduling of working hours per shift, and this may include hours worked on Saturday and Sunday, where applicable.

e) For the purpose of this article, a single employee may be considered a shift.

f) **Exception:** Regardless of Subsections 2) and 3), the employer shall determine the distribution of working hours per shift on its job sites.

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 19:00, Sunday to 24:00, Friday, and may include hours worked on Saturday, provided such hours serve to complete a period of work begun on Friday.

b) For the purpose of this article, the first shift is the one where the majority of working hours are within standard hours. At the employer's request, the working hours for the second shift may start in the first 2 hours following the last working hour of the first shift for the duration of the double shift system. The rules governing the application of this subsection may be modified further to an agreement between an employer and the majority union group representing the employees concerned.

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

d) **Special rule: Security systems installer: Maintenance and repair work**: In the case of maintenance and repair work on security systems, the employer may establish a double and triple shift system according to the following terms and conditions:

i) Working hours are 8 consecutive hours per day.

ii) The double and triple shift system is established for a minimum period of 5 consecutive working days.

iii) For the purposes of this article, 1 employee may constitute a shift.

iv) The scheduling of working hours is determined by the employer. Working hours are scheduled from Sunday 00:01 to Thursday 24:00, Monday 00:01 to Friday 24:00, or Tuesday 00:01 to Saturday 24:00.

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

The employer determines the length of the meal break.

e) **Special rule: Decontamination labourer:** In the case of labourers assigned to the work covered by Article 21.05, Subsection 13), the meal break is 1 hour, taken around the middle of the work period, in accordance with the provisions of the second paragraph of Article 21.05, Subsection 13), with the necessary adaptations.

3) **Triple-shift system**:

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

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

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

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

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

c) An employee working on the triple-shift system is entitled to a 1/2-hour meal break with pay in the middle of his work period.

4) **Shift work: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:**

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

i) Subject to the exceptions provided for in Article 21.05, the standard daily work schedule is 8 consecutive hours a day.

ii) The double or triple-shift systems shall be established for a minimum of 15 consecutive working days.

iii) There shall be no second or third shift on a job site, unless these shifts are in the employment of the first shift employer and continue the work started by the preceding shift.

iv) No employer may establish a second or third shift to complete work started by a preceding shift in the employment of another employer.

v) For the purpose of this article, a minimum of two (2) employees may constitute a shift.

b) **Double-shift system:**

i) The scheduling of working hours is determined by the employer. Subject to the daily time limit, working hours shall be scheduled from Sunday 19:00 to Friday 24:00, and may include hours worked on Saturday, provided that they serve to complete a work period started on Friday.

ii) For the purposes 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 second shift schedule may start within the first 2 hours following the last working hour of the first shift for the duration of the double shift system. If the employer wants to establish a second shift beginning after the above-mentioned 2-hour period, he shall first reach an agreement with the representative of the majority union group of the employees concerned, and the Commission shall be immediately notified of this agreement.

iii) An employee governed by this subsection is entitled to a 1/2-hour meal break without pay in the middle of his work period.

c) **Triple-shift system:**

i) When the triple-shift system is implemented, standard working hours shall be 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: 0:01 to 8:00, Tuesday to Saturday.

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

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

d) The provisions of this subsection do not apply to electricians.

5) **Special rule: Elevator mechanic:** The provisions of this article do not apply to elevator mechanics.

21.13 Rest period:

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

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

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

c) The employer shall grant an employee a 15-minute rest period with pay at the applicable wage rate, at the end of his standard work day when the employee is required to continue his work day by working overtime that same day.

The preceding paragraph shall not apply to work on a job site with bunkhouses whose standard working hours are specified in Article 21.05 (40 hours/week) and for which the client's contract calls for a 50-hour work week and 10-hour day. In this case, the employer shall be required to grant a 15-minute rest period only following the first 2 hours of daily overtime, and Subsection 3) shall apply when an employee has performed an additional 2-hour period of overtime, if such rest or meal period is following by a period of work.

Moreover, except when Subsection 3) applies, all employees are entitled to a 15-minute rest period with pay, remunerated at the increased rate applicable before the rest period, after any 2-hour period of overtime, provided this rest period is followed by another period of work.

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

e) **Special rule: Roofer, tinsmith and electrician:** Further to an agreement between the employer and the majority union group, the rest period scheduled for the middle of the afternoon may be eliminated to allow the employees to leave 30 minutes before the end of the standard work day. In this case, the employee shall receive 8 hours' pay per day.

f) **Special rule: Diver:** Further to an agreement between the employer and a majority of the divers concerned, the rest periods to which they are entitled or part thereof may be postponed to before the end of their standard work day, or postponed to after said day.

When the rest periods are postponed to after the standard work day, the employer shall add to the employee's remuneration, the equivalent of said rest periods, paid double time, including all subsequent breaks, where applicable.

g) **Concrete pumps (crane operator and pump and compressor operator):** For an employee from this trade and this occupation, the rest periods to which they are entitled or part thereof may be postponed to before the end of their standard work day, or postponed to after said work day.

When the rest periods are postponed to after the standard work day, the employer shall add to the employee's pay, the equivalent of said rest periods, paid double time, including all subsequent breaks, where applicable.

2) **Daily rest:**

a) Every employee shall benefit from and must take a rest period of at least 8 consecutive hours in any 24-hour period, except when public health and safety are threatened.

An employee assigned to asphalt laying and road surfacing work in the greater Montreal area shall benefit from a daily rest period, which he must take, of at least nine (9) consecutive hours in any 24-hour period, except when public health and safety are at risk.

b) The overtime rate shall continue to be paid for all overtime hours until the employee takes this rest period.

3) a) **Meals:** Any employee who works 2 consecutive overtime hours following his standard work day shall be granted a 1/2-hour meal period with pay at the applicable wage rate, provided such meal break is followed by a period of work.

An employee covered by this clause shall be entitled to meal compensation of $19.00, unless the employer provides a suitable meal and then again after 4 more overtime hours. This amount shall be increased to $20.00 as of May 1, 2022 and $21.00 as of April 28, 2024.

This meal compensation also applies to an employee who works more than 10, 11 or 12 consecutive hours on Saturdays, Sundays or statutory holidays, taking into account the standard work day applicable to the job site in question.

b) **Special rule: Crane operator in service of crane rental employer:** In addition to the provisions of Paragraph a), an employee who performs more than 2 hours of work preceding his standard work day shall receive compensation of $19.00. This compensation shall also apply to any employee working more than 10 consecutive hours per working day on Saturdays, Sundays and statutory holidays.

c) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** An employee who is called back to work outside standard working hours to perform emergency work that takes more than four (4) consecutive hours, is entitled to the compensation stipulated in the second paragraph of Paragraph a) of this subsection, and he is also entitled to 1 half hour with pay at the applicable wage rate for his meal break, provided this meal break is followed by a period of work, and then again after each 4-hour period of overtime.

d) **Mobile canteen:** The employer shall allow a mobile canteen to enter the job site to serve the employees.

4) **Special rule: Tile setter:** Except for hours where a rest period is already provided for under Subsection 1), Paragraph a), such employee shall be entitled to a 10-minute rest period for each hour he is assigned to work using material containing noxious and corrosive epoxy.

5) **Special rule: Cement finisher, labourer and general helper:** Except for hours where a rest period is already provided for under Subsection 1), Paragraph a), any such employee shall be entitled to a 10-minute rest period for each hour he is assigned to work using material containing noxious and corrosive epoxy.

When cement is being poured, the employer shall grant such employee his rest period, which shall be taken in turns by the employees assigned to such work.

6) **Special rule: Parquetry work and resilient flooring laying:** Except for hours where a rest period is already provided for under Subsection 1), Paragraph a), an employee assigned to the sanding of floors or to the application of materials containing noxious and corrosive epoxy, where the use of a mask or filter is compulsory, is entitled to a 10-minute rest period for each hour of work.

21.14 **Work-family balance:** When possible, and insofar as the request does not hinder the advancement of the work underway on a job site, an employer shall allow an employee who has child care obligations to move the start or end of his standard working day, 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 so requested by the employer.

This provision shall apply only to work covered by Schedule D. Accordingly, it shall not apply to work covered by Article 17.01, Subsections 2) to 4).

DIVISION XXII

OVERTIME

22.01 1) **General rule:** All work performed on a day of compulsory annual vacation, on a statutory holiday, or in addition to the number of daily or weekly hours, or over and above the hourly limits as stipulated under Division XXI, is considered overtime.

When overtime is required, the employer shall assign the work in question giving preference to employees in the employer's service and already working on the same job site. In no case, may the application of this paragraph prevent the advancement of the employer's work on the job site.

2) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** Hours worked on Saturdays and Sundays with the exception of those worked according to compressed work schedules of 10/4 and 8/6 are considered overtime.

Hours worked on statutory holidays and hours worked during the periods provided for in Article 20.01, Subsection 9) are considered overtime.

Hours worked in addition to the number of daily or weekly hours or over and above the limits stipulated under Division XXI are considered overtime. The provisions of this subsection do not apply to electricians.

3) Subject to the following paragraph, overtime is performed on a voluntary basis and no employer may penalize an employee who refuses to perform overtime, except in the case of emergency work, the proof of which is incumbent upon the employer.

For work on a job site with bunkhouses whose standard working hours are specified in Article 21.05 (40 hours/week) and for which the client's contract calls for a 50-hour work week, only overtime worked in excess of a 50-hour work week are voluntary. In this case, the employer shall notify each of the representative associations.

4) **Special rule: Electrician: Overtime**: In the case of work on electric power transmission and distribution lines, electric power stations, communication networks, communication towers, thermal electric power stations, nuclear power plants, heavy water plants and wind turbines for a duration of more than 2 months for a given employer, when electricians are expected to work overtime for part or all of the duration of this work, the overtime schedule is established by the employer and the representative of the union representing a majority of the employees concerned.

22.02 Remuneration:

1) **General rule:** Overtime shall be paid double time, with the following exceptions.

2) **Special rule: Elevator mechanic:**

a) **Basic rule:** Any overtime as specified in Article 22.01, Subsection 1), and any work performed from 17:00 to 8:00 shall be paid double time.

Regardless of the preceding paragraph, for an employee assigned to operate a mechanized transportation system such as a temporary or unfinished elevator or lift and for an employee assigned to the operation of a finished system when such system is used at the request of a construction contractor to transport employees, tools or material, all work performed between 17:00 and 8:00 shall be paid time and a half, except on Saturdays, Sundays and statutory holidays.

b) **Maintenance work:**

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

ii) When an employee assigned to this work during a standard work day finishes his work after his standard 8-hour working day, he shall be paid time and a half for the first one and a half (1 ½) hours so worked and double time for any additional overtime.

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

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

c) **Local representative:** Any overtime hours worked by this employee as specified under Article 21.05, Subsection 14), Paragraph b), is paid in accordance with Paragraph a) or b).

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

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

a) A security systems installer assigned to repair and maintenance duties who works more than 40 hours a week or 9 hours a day shall be paid double time. For the first overtime hour worked over and above the standard daily schedule, the employee shall receive compensatory time on the last working day of his weekly schedule.

b) A security systems installer assigned to repair and maintenance work does not receive double time for hours worked on Saturdays and Sundays if these hours are part of his standard work schedule.

DIVISION XXIII

PREMIUMS

23.01 **Computation of premiums:** Except for the premiums provided for under Article 23.03, payment of overtime is computed prior to the addition of premiums, i.e., the percentage of increase does not apply to premiums.

23.02 **Shift-work premium: A boilermaker, electrician, refrigeration mechanic, security systems installer, millwright (industrial mechanic), fire-protection mechanic, pipe welder, pipeline welder, distribution welder, supply welder, pipefitter and an employee from the trades and occupations identified in Schedules E-1, E-2, E-3 and E-4** who works a shift other than the first shift shall receive an hourly shift premium over and above the applicable wage rate for every hour so worked, determined as follows:

1) a) **A boilermaker** assigned to a shift other than the first shift shall receive a premium equal to 12% of the wage rate for his trade for every hour worked under these conditions, 7 days a week (from Sunday to Saturday) including statutory holidays.

b) **A boilermaker** assigned to a shift other than the first shift in the heavy construction industry shall receive a premium equal to 15% of the wage rate for his trade for every hour worked under these conditions.

2) a) **An electrician** assigned to a shift other than the first shift shall receive a premium equal to 10% of the wage rate for his trade for every hour worked under these conditions, 7 days a week (from Sunday to Saturday) including statutory holidays.

b) **An electrician** assigned to a shift other than the first shift in the heavy construction industry shall receive a premium equal to 15% of the wage rate for his trade for every hour worked under these conditions.

3) a) **A refrigeration mechanic and fire-protection mechanic** assigned to a shift other than the first shift shall be paid a premium equal to 7% of the wage rate for his trade for every hour worked under these conditions.

b) **A refrigeration mechanic and fire-protection mechanic** assigned to a shift other than the first shift in the heavy construction industry shall be paid a premium equal to 15% of the wage rate for his trade for every hour worked under these conditions.

4) **A security systems installer** assigned to a shift other than the first shift shall be paid an hourly premium of $1.50 for every hour worked under these conditions.

5) a) **A millwright (industrial mechanic)** assigned to a shift other than the first shift shall receive a premium equal to 12.5% of the wage rate for his trade for every hour worked under these conditions, 7 days a week (from Sunday to Saturday) including statutory holidays.

b) **A millwright** assigned to a shift other than the first shift in the heavy construction industry shall receive a premium equal to 15% of the wage rate for his trade for every hour worked under these conditions.

6) a) **A pipe welder, supply welder and pipefitter** assigned to a shift other than the first shift shall be paid an hourly premium equal to 10% of the wage rate for his trade or occupation, 7 days a week (from Sunday to Saturday) including statutory holidays.

b) **A pipe welder, distribution welder, pipeline welder and pipefitter** assigned to a shift other than the first shift, in the heavy construction industry and in the case of installation work involving natural gas and oil transportation pipelines and natural gas distribution networks shall be paid a premium equal to 15% of the wage rate for his trade or occupation for every hour worked under these conditions, 7 days a week (from Sunday to Saturday) including statutory holidays.

7) **Any member of the trades and occupations identified in Schedules E-1, E-2, E-3 and E-4, with the exception of electricians,** who is assigned to work on a shift other than the first shift shall be paid an hourly premium of $2.00 for every hour worked under these conditions.

23.03 Group leader and crew leader premium:

1) **General rule:** A group leader shall receive an hourly premium of 8% over and above the wage rate for his trade, specialty or occupation for every hour worked as such. This amount shall be 9% as of May 1, 2022 and 10% as of April 28, 2024.

   A crew leader shall receive an hourly premium of 6% over and above the wage rate for his trade, specialty or occupation for every hour worked as such. This amount shall be 7% as of May 1, 2022 and 8% as of April 28, 2024.

2) **Special rule:** Under this special rule, the premium amount is as follows:

   a) **Insulator**: 12% for the group leader and 8% for the crew leader.

   b) **Carpenter-joiner:** 10% for the group leader and 7% for the crew leader. This percent is increased to 11% for the group leader and 8% for the crew leader as of April 28, 2024.

   c) **Boilermaker:** 15% for the group leader.

   d) **Electrician:** 10% for the group leader and 6% for the crew leader. This percent is increased to 11% for the group leader and to 7% for the crew leader as of May 1, 2022 and 12% for the group leader and 8% for the crew leader as of April 28, 2024.

   e) **Tinsmith:** 10% for the group leader and 8% for the crew leader.

   f) **Reinforcing steel erector, ironworker, pipe welder, pipeline welder, supply welder, distribution welder and pipefitter:** 12% for the group leader. This amount shall be 13% as of May 1, 2022 and 14% as of April 28, 2024.

   g) **Refrigeration mechanic and fire-protection mechanic**: 11% for a group leader, 12% for a group leader in the heavy construction industry, and 8% for a crew leader.

   h) **Millwright:** 10% for the group leader. This amount shall be 11% as of May 1, 2022 and 12% as of April 28, 2024.

   i) **Operator:** 10% for a group leader and 8% for a crew leader.

3) **Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries**: There shall always be a crew leader when there is a group of 2 to 6 employees working in the same location, unless there is already a group leader performing the duties of a crew leader. The crew leader may be the second employee. For the trades and occupations identified in Schedules E-1, E-2, E-3 and E-4 with the exception of electricians, the group leader and the crew leader shall receive the highest wage rate of the schedule concerned plus a premium of 12% for the group leader and 6% for the crew leader, for every hour paid as such. The crew leader premium shall be 7% as of May 1, 2022 and 8% as of April 28, 2024.

   The pole digging and installation crew leader premium and the cable puller crew leader premium are already covered in the wage rates for these occupations as appearing in Schedules E-1 (transmission lines), E-2 (distribution lines), E-3 (communication networks) and E-4.

   The provisions of this subsection do not apply to electricians.

4) **Special rule: Elevator mechanic:**

   a) An elevator mechanic assigned to elevator construction, renovation or repair work who is in charge of 3 or more employees shall receive a premium of 12.5% over and above the wage rate for his trade for every hour so worked.

   b) An elevator mechanic-journeyman designated as a fitter by his employer shall receive a premium of 14% over and above the wage rate for his trade for every hour so worked.

23.04 Change-in-work-schedule premium: When, because of special circumstances, the proof of which is incumbent upon the employer, the majority of daily working hours cannot be performed within the work schedules provided for under Division XXI, where the work is not shift work, the work may be performed during other periods of the day, and the Commission shall be notified of such without delay.

However, this work remains subject to the daily and weekly hourly limits of the work schedules as provided for under Division XXI and Division XXII.

1) **Boilermaker:** A boilermaker shall be paid an hourly premium of 8% of his wage rate in addition to his wage rate for every hour worked under the conditions provided for in the first paragraph, 7 days a week (from Sunday to Saturday) including work performed on statutory holidays.

   In the heavy construction industry, this premium shall be 10%.

2) **Electrician:** An electrician shall be paid an hourly premium of 10% of his wage rate in addition to his wage rate for every hour worked under the conditions provided for in the first paragraph, 7 days a week (from Sunday to Saturday) including work performed on statutory holidays.

In the heavy construction industry, this premium shall be 15%.

3) **Refrigeration mechanic:** A refrigeration mechanic shall be paid an hourly premium of 7% in addition to his wage rate for every hour worked under the conditions provided for in the first paragraph.

4) **Security systems installer:** A security systems installer shall be paid an hourly premium of $1.00 in addition to his wage rate for every hour worked under the conditions provided for in the first paragraph.

5) **Millwright (industrial mechanic):** A millwright (industrial mechanic) shall be paid an hourly premium of 10% of his wage rate in addition to his wage rate for every hour worked under the conditions provided for in the first paragraph, 7 days a week (from Sunday to Saturday) including work performed on statutory holidays.

6) **Fire-protection mechanic:** A fire-protection mechanic shall be paid an hourly premium of 15% in addition to the wage rate for his trade for every hour worked under the conditions provided for in the first paragraph.

7) **Supply welder, pipe welder and pipefitter:** A supply welder, pipe welder and pipefitter shall be paid an hourly premium of 10% in addition to the wage rate for his trade or occupation for every hour worked under the conditions provided for in the first paragraph.

8) **Distribution welder, pipeline welder, pipe welder and pipefitter assigned to work on natural gas or oil transportation pipeline, work on natural gas distribution network or heavy industry work:** Such employee shall be paid an hourly premium of 15% in addition to the wage rate for his trade or occupation for every hour worked under the conditions provided for in the first paragraph.

23.05 Height premium:

1) **This premium applies only to boilermakers, electricians, security systems installers, refrigeration mechanics, millwrights (industrial mechanics), fire-protection mechanics, pipefitters, pipe welders, pipeline welders, supply welders, and distribution welders.**

Any such employee assigned to work on hanging scaffolds or in a suspended cage 10 or more metres above any surface shall receive an hourly premium of $0.75 in addition to the wage rate for his trade or occupation for every hour so worked.

2) **A painter** assigned to work at a height of 10 or more metres above a bridge floor or below a bridge at a height of 10 or more metres above water or above the ground shall be paid an hourly premium of $1.25 in addition to the wage rate for his trade for every hour worked under these conditions.

23.06 Compressed air caisson premium and ventilation-assisted mask premium: Any employee who works in a compressed air caisson or who must wear a ventilation-assisted mask or continuous fresh air current or positive pressure mask shall be paid an hourly premium of $1.00 in addition to the wage rate for his trade or occupation for every hour worked under these conditions. This amount shall be $1.25 as of May 1, 2022 and $1.50 as of April 28, 2024.

23.07 Underground work premium: This premium applies only to electricians, security systems installers, refrigeration mechanics, millwrights (industrial mechanics), fire-protection mechanics, pipefitters, pipe welders, pipeline welders, supply welders and distribution welders.

Any such employee assigned to underground work shall be paid an hourly premium of $0.70 in addition to the wage rate for his trade or occupation for every hour worked under these conditions.

For the purpose of implementing the first paragraph, the term "underground work" refers to tunnel boring operations for construction purposes, excluding any opencut work.

Whenever a concrete lining, or casing is required, the operations related to boring are finished when the formwork for this concrete lining or casing is removed.

23.08 Welding premium:

1) **General rule:** Any employee assigned to argon welding work, or to welding on stainless steel, alumina, aluminum, chrome, brass, galvanized steel, monel or nickel, or to air arc work shall receive an hourly premium of $0.75 over and above the wage rate for his trade, specialty or occupation for every hour so worked. This amount shall be $1.00 as of May 1, 2022 and $1.25 as of April 28, 2024.

2) **Special rule: Boilermaker, millwright (industrial mechanic), pipe welder and pipefitter:** In addition to the provisions of Subsection 1), when such employee is assigned to welding work on paint or coatings composed of carbo zinc or galvicon P3, he shall receive an hourly premium of $0.75 over and above the wage rate for his trade for every hour so worked. This amount shall be $1.00 as of May 1, 2022 and $1.25 as of April 28, 2024.

This premium cannot be in addition to the premium specified in Subsection 1) of this article.

3) **Special rule: Electrician: Electric power station and hydroelectric plant:** An electrician who performs aluminothermic fusion work shall receive an hourly premium of $0.75 over and above the wage rate for his trade for every hour so worked. This amount shall be $1.00 as of May 1, 2022 and $1.25 as of April 28, 2024.

This premium cannot be in addition to the premium specified in Subsection 1) of this article.

Moreover, this premium shall be applicable only to contracts for which quotes are submitted after the coming into effect of this collective agreement.

23.09 Fiberglass joint pointing premium:

1) **Tinsmith:** A tinsmith assigned to fiberglass joint pointing work shall be paid an hourly premium of $0.75 in addition to the wage rate for his trade for every hour worked under these conditions. However, this premium does not apply to translucent boards used as covering or to mechanical joints.

2) **Boilermaker, pipe welder and pipefitter:** A boilermaker, pipe welder or pipefitter assigned to fiberglass joint pointing work shall be paid an hourly premium of $1.00 in addition to the wage rate for his trade for every hour worked under these conditions. However, this premium does not apply to joints fastened with bolts.

23.10 Premium: Ironworker: An ironworker who, at the employer's request, performs metal frame and prefabricated concrete panel and frame connection work shall be paid an hourly premium of $1.75 for every hour so worked. This premium is increased to 5% of his wage rate as of April 28, 2024.

23.11 Heavy industry premium:

1) **General rule:** Any employee assigned to heavy industry construction work shall be paid the equivalent of a half-hour's wages per day, at his wage rate, for every day he reports to work, except in the case of maintenance work performed outside the greater Montreal region.

2) **Special rule: Insulator, carpenter-joiner, roofer, electrician, tinsmith, reinforcing steel erector, refrigeration mechanic, crane operator (except crane operator in service of pile setter) millwright (industrial mechanic), fire-protection mechanic, ironworker, pipe welder and pipefitter:** Under the conditions provided for in Subsection 1), an employee from these trades and occupations shall be paid the equivalent of 1 hour's wages per day, at his wage rate for every day he reports to work.

3) **Special rule: Boilermaker:** Within the greater Montreal region, a boilermaker shall be paid the equivalent of 1 hour's wages per day, at his wage rate, for every day he reports to work. Outside the greater Montreal region, a boilermaker who performs maintenance and repair work on any industrial job site or who is assigned to heavy industry construction work shall be paid the equivalent of 1 hour's wages per day at his wage rate, for every day he reports to work.

23.12 Painter premium: A painter assigned to painting or texturizing work with a spray gun or who is assigned to sandblast cleaning work, water jet cleaning work or such cleaning work with any other substitute or assigned to metalizing work shall be paid an hourly premium of $2.00 for every hour so worked.

23.13 Labourer premium: A labourer assigned to sandblast cleaning work or such work with any other substitute shall receive an hourly premium of $1.25 for every hour so worked.

23.14 Resistant material: Bricklayer-mason, labourer and general helper premium: In the case of heavy industry work, any bricklayer-mason, labourer or general helper assigned to work on heat-resistant or acid-resistant materials shall be paid an hourly premium of $1.00, in addition to the wage rate of his trade or occupation, for every hour worked under these conditions.

23.15 Crane operator premium: A crane operator-journeyman who operates and drives a crane:

1) With a capacity of 75 or more tonnes, shall receive an hourly premium of $1.24 over and above the wage rate for his trade for every hour so worked.

2) With a capacity of 100 or more tonnes, shall receive an hourly premium of $1.50 over and above the wage rate for his trade for every hour so worked. This amount shall be $1.60 as of May 1, 2022.

3) With a capacity of 200 or more tonnes, or a tower crane, shall receive an hourly premium of $2.80 over and above the wage rate for his trade for every hour so worked. This amount shall be $2.90 as of May 1, 2022.

4) With a capacity of 300 or more tonnes, shall receive an hourly premium of $4.10 over and above the wage rate for his trade for every hour so worked. This amount shall be $4.20 as of May 1, 2022.

A crane operator who is assigned to tower crane assembly and disassembly work shall receive the premium specified in one of the preceding paragraphs depending on the capacity of the crane used during these operations.

23.15.1 Crane operator premium: Crane operator in service of pile setter: A crane operator who operates a crane equipped with the attachments required to install molding walls shall receive an hourly premium of $1.50 over and above his wage rate for every hour so worked.

Starting January 2, 2022, this premium shall also apply to a crane operator in the service of a general contractor when he is assigned to the work specified in the first paragraph.

This premium cannot be applied at the same time as any other premium provided for in Article 23.15.

23.15.2 Crane operator premium: Crane operator assigned to pile driving: A crane operator assigned to the above-mentioned work shall receive an hourly premium of $2.00 over and above his wage rate for every hour so worked.

23.15.3 Premium: Concrete pump operator (distribution mast):

a) A journeyman concrete pump operator (distribution mast of 42 metres and over) who operates and drives a pump truck with a distribution mast of 50 metres and over shall receive an hourly premium of $1.50 in addition to the wage rate for a concrete pump operator of 42 metres and over as provided for in the applicable schedule.

b) A journeyman concrete pump operator (distribution mast of 42 metres and over) who operates and drives a pump truck with a distribution mast of 58 metres and over shall receive an hourly premium of $3.50 in addition to the wage rate for a concrete pump operator of 42 metres and over as provided for in the applicable schedule.

23.16 Grader and tractor operator premium: Any grader or tractor operator assigned to levelling work on the finishing layer (fine grade) preceding any type of surfacing work shall receive an hourly premium of $2.00 in addition to the wage rate for his trade for every hour so worked.

23.17 Premium: Work on natural gas and oil transportation pipelines, natural gas supply networks and natural gas distribution networks:

1) **Natural gas and oil transportation pipeline installation**:

a) Any pipeline welder or pipefitter assigned to natural gas and oil transportation pipeline installation work shall receive an hourly premium of $1.25 in addition to the wage rate for his trade or occupation for every hour so worked.

b) In addition to the premium provided for in Paragraph a), any pipeline welder who performs a first or second pass shall be paid an hourly premium of $0.75 in addition to the wage rate for his occupation for every hour so worked.

c) In addition to the premiums provided for in Paragraphs a) and b), any pipeline welder or pipefitter assigned to welding repair work inside a pipe shall receive, for a minimum of 8 hours per day, an hourly premium of 10% over and above his wage rate.

2) **Natural gas supply networks and natural gas distribution networks installation:** Any supply welder, distribution welder or pipefitter assigned to natural gas supply network and natural gas distribution network installation work shall receive an hourly premium of $1.00 in addition to the wage rate for his trade or occupation for every hour so worked.

23.18 Rubber installation premium: Any resilient flooring layer assigned to rubber installation work in tanks (lining), shall receive an hourly premium of $1.50 for every hour so worked.

23.19 Polishing premium: Any tile setter assigned to polishing work using wet or dry equipment shall receive an hourly premium of $1.00 for every hour so worked.

23.20 RDT premium (work coordinator premium): Certification by Hydro-Québec: (RDT = *responsable des travaux)* (work coordinator)

1) **Millwright (industrial mechanic) premium:** A millwright holding RDT certification, who is assigned to construction work on a hydroelectric power plant shall receive an hourly premium of 6% for every hour worked during which he performs, at the express request of the employer, RDT duties (work coordinator duties). This amount shall be 8% for contracts for which quotes are submitted after the coming into effect of this collective agreement.

2) **RDT premium: Employee holding RDT certification: Work on electric power transmission lines and electric power stations:** Subject to Subsection 3) of this article, an employee assigned to work on electric power transmission lines and electric power stations, who possesses RDT certification, shall receive an hourly premium of 8% of the 1st class lineman wage rate for every hour worked during which he performs, at the express request of the employer, RDT duties (work coordinator duties).

3) **RDT premium: Electrician holding RDT certification:** An electrician who possesses RDT certification, who is assigned to construction work on a hydroelectric power plant and an electric power station, shall receive an hourly premium of 8% for every hour worked during which he performs, at the express request of the employer, RDT duties (work coordinator duties). This premium is also payable for the period required for a qualification exam and the onsite preparation work when his RDT services are used.

23.21 **Premium: Occupations, heavy equipment operators, shovel operators and cement finishers: Asphalt laying and road surfacing work:** Any such employee who is assigned to work on an asphalt laying and road surfacing crew, for whom the majority of working hours are carried out between 20:00 and 6:00, shall receive an hourly premium of $1.50 for every hour so worked. This premium is increased to $6.00 as of May 1, 2022.

23.22 **Environmental qualification premium (Halocarbon):** A refrigeration mechanic journeyman who possesses environmental qualification certification shall receive an hourly premium of 5%.

DIVISION XXIV

TRAVELLING EXPENSES

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

24.02 1) **General rule**: During the standard work day, an employee's round-trip travelling expenses from his employer's place of business or head office to and from the job site, and between job sites shall be payable by the employer. When the employer provides transportation, it is exempt from paying for such travelling expenses.

2) Any employer that provides transportation for its employees shall do so with vehicles that are in good condition and adapted to the seasons.

3) **Use of employee's vehicle**: Employees are not required to use their own vehicles for the employer's business. However, when at an employer's request, an employee uses his own vehicle to go from the employer's place of business or head office to the job site, or to go from one job site to another, the employee shall receive compensation in the amount of $0.50 for every kilometre travelled, which is considered as covering all expenses relating to the employee's vehicle. This amount shall be $0.52 as of May 1, 2022, $0.53 as of April 30, 2023 and $0.54 as of April 28, 2024.

4) *(rescinded)*

5) **Special rule: Resilient flooring layer:** Resilient flooring layers may not transport construction materials in their private vehicles.

6) **Special rule: Reinforcing steel erector:** Subsection 3) of this article shall not apply to a group leader from this trade to whom the employer assigns additional job site coordination duties and who must use his own vehicle for the benefit of the employer to transport tools or material required for the performance of the work. This employee shall receive daily compensation of $20.00.

24.03 **Parking:**

1) **General rule:**

a) When employees are assigned to more than one job site on the same working day and they are required to use their own vehicles for such travel, they are entitled to reimbursement of parking expenses, if any, upon presentation of receipts.

b) When employees are assigned to a job site and are required to use their vehicles to transport their tools or work clothes, they are entitled to reimbursement of parking expenses for the first and last working days on the job site, upon presentation of receipts.

c) When there is no free parking available for employees in the immediate vicinity of the job site, an employer shall pay each employee who works the working day scheduled by the employer $13.75 a day as compensation for parking expenses.

24.04 **Travelling time:**

1) **General rule:** The time required by employees to travel to and from work before and after the standard work day is not part of the standard work day and is not remunerated.

For the driver of the employer's vehicle used to transport five (5) employees or less including the driver, the time spend driving the vehicle shall be considered time worked and shall be remunerated at his regular wage rate, but shall not be included in the computation of daily and weekly working hours.

For the driver of the employer's vehicle used to transport six (6) or more employees including the driver, the time spent driving the vehicle shall be included in the computation of daily and weekly working hours.

2) **Exception:** Regardless of Subsection 1), when, at the employer's express request, an employee must report to the head office of the employer or to any other location determined by the latter before the beginning of the standard work day, he shall be paid his wage rate for travelling time, as of the time agreed upon for reporting to the above-mentioned location.

3) **Special rule: James Bay region, job sites with bunkhouses, remote job sites, hydroelectric projects north of 55th parallel (including Great Whale):** When the time spent to go from the cafeteria or from the departure point of the transportation vehicle, if such point is not the cafeteria, to the work location exceeds 30 minutes, the time in excess of these 30 minutes is considered time worked remunerated at his regular wage rate, but shall not be included in the computation of daily and weekly working hours. The same rule applies for the return from his work location to the cafeteria or to the departure point of the transportation vehicle. This subsection does not apply to the work and employees covered by Subsection 2) of Article 24.12.

4) **Special rule: Road work**: Regardless of Subsection 1), in the case of road work, the employer shall determine a meeting place accessible by car as close as possible to the job site for arrival in the morning and departure in the evening. The time spent transporting employees from the meeting place to the job site shall be paid straight time and, where applicable, a vehicle shall be provided by the employer.

5) **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. The first three (3) hours of travelling time in a work week, however, are compensated as travelling time plus social benefits (fringe benefits) and leave-related compensation.

Travelling time shall not exceed five (5) hours a week. However, travelling time and working hours shall not exceed twelve (12) hours a day. Beyond the weekly limit of five (5) hours, travelling time is considered hours worked.

24.05 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 modification.

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

2) **Change of residence**: The employer is required to pay the allowances specified in Article 24.06 to any employee who notifies it of a change of residence recognized by the CCQ and entailing additional expenses. However, any employee who fails to declare in writing to his employer a change of residence entailing additional expenses is not entitled to an increase in the allowances specified in Article 24.06.

Moreover, any employee who fails to declare in writing to his employer a change of residence entailing a decrease in expenses must reimburse the employer for any overpayment of this allowance.

The employer shall provide employees with change of residence forms.

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

In case of disagreement over the calculation of the distance between the employee's residence and the job site, the Google Maps option shall serve as the reference for determining this distance.

The route most commonly taken shall be the first route suggested by Google Maps.

Regardless of the preceding paragraph, if the route most commonly taken is closed due to (road) work or seasonal closing, a new route is chosen taking into account any detour signage.

24.06 Compensation for travelling expenses:

1) **General rule:** The employer shall pay, to cover travelling expenses, for any employee who performs the number of working hours set by the employer in the working day or who benefits from compensation as specified in Articles 19.01 or 19.03, one of the following compensation amounts for each day of work:

a) $37.19 when the employee's residence is located more than 60 kilometres from the job site. This amount shall be $38.68 as of May 1, 2022, $40.32 as of April 30, 2023 and $42.03 as of April 28, 2024.

b) $44.28 when the employee's residence is located more than 90 kilometres from the job site. This amount shall be $46.05 as of May 1, 2022, $48.00 as of April 30, 2023 and $50.04 as of April 28, 2024.

c) **Exception: Boilermaker, reinforcing steel erector, crane operator, millwright (industrial mechanic), ironworker, pipefitter and pipe welder:** The employer shall pay one of the following compensation amounts for each day of work:

i) $21.25 when the employee's residence is located more than 48 kilometres from the job site. This amount shall be $21.68 as of May 1, 2022, $22.11 as of April 30, 2023 and $22.55 as of April 28, 2024.

ii) $36.75 when the employee's residence is located more than 72 kilometres from the job site. This amount shall be $37.49 as of May 1, 2022, $38.24 as of April 30, 2023 and $39.00 as of April 28, 2024.

iii) $41.59 when the employee's residence is located more than 88 kilometres from the job site. This amount shall be $42.42 as of May 1, 2022, $43.27 as of April 30, 2023 and $44.14 as of April 28, 2024.

d) **Exclusion: Supplying vehicle:** Paragraphs a), b) and c) do not apply when an employee uses a transportation vehicle provided by his employer for travelling before or after his work day.

2) **Special rule: Insulator:** The following provisions apply to job sites located less than 120 kilometres from the residence of an insulator living in the greater Montreal region as defined in Schedule "A", which also includes the cities and towns of St-Jean-de-Matha, Rawdon, Joliette and St-Jerôme and the area south of the latter municipalities as far as the St. Lawrence River:

a) $12.88 per day when the employee's residence is located more than 22 kilometres from the job site. This amount shall be $13.14 as of May 1, 2022, $13.40 as of April 30, 2023 and $13.67 as of April 28, 2024.

b) $17.73 per day when the employee's residence is located more than 48 kilometres from the job site. This amount shall be $18.08 as of May 1, 2022, $18.44 as of April 30, 2023 and $18.81 as of April 28, 2024.

c) $32.19 per day when the employee's residence is located more than 72 kilometres from the job site. This amount shall be $32.83 as of May 1, 2022, $33.49 as of April 30, 2023 and $34.16 as of April 28, 2024.

d) $38.63 per day when the employee's residence is located more than 88 kilometres from the job site. This amount shall be $39.40 as of May 1, 2022 and $40.19 as of April 30, 2023 and $40.99 as of April 28, 2024.

e) **Exclusion: Supplying vehicle:** Paragraphs a), b), c) and d) do not apply when the employee uses a transportation vehicle provided by the employer for travelling before and after the working day.

(text rescinded)

3) **Special rule: Refrigeration mechanic:**

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

b) Daily travelling time to the first planned stop and from the last planned stop within the limits of the municipality where the employer has its place of business is unpaid.

c) When an employer asks an employee to go to a site outside the limits of the municipality where the employer has its place of business, the employee's travelling time to and from the employer's place of business is paid at the employee's applicable wage rate according to the regular work schedule specified in Article 21.05 8.1) and the overtime specified in Division 22.

d) **Refrigeration mechanic assigned to installation work:** Regardless of Paragraph c), when an employer asks an employee assigned to installation work to go to a place outside the limits of the municipality where the employer has its place of business, the employee's travelling time to and from the employer's place of business is paid at the employee's straight-time regular wage rate, excluding social benefits (fringe benefits) and leave-related compensation.

e) The employer shall pay for travelling expenses in the case of jobs that are carried out more than 120 km from the employer's place of business or the employee's residence. The minimum for room and board shall be the rate of a commercial hotel or motel. This paragraph shall not apply to an employee assigned to servicing work who does a round trip on the same day.

f) If the employer asks an employee to travel to a place where the employee cannot find room and board at the rates specified in Article 24.06 5) a), the employer shall reimburse the employee for any justifiable and reasonable cost upon presentation of vouchers.

5) **General rule: 120 kilometres and over:** When the distance between the employee's residence and the job site is 120 or more kilometres using the route most commonly taken, or when the employee, at the employer's request, accepts to take room and board within a 120-kilometre distance of his residence, when he works the number of hours determined by the employer within the working day, or if he is entitled to the compensation specified in Article 19.01, the employee shall be paid as compensation for travelling expenses:

a) $150.00 per day worked to cover room and board expenses. This compensation shall be $153.00 as of May 1, 2022, $156.00 as of April 30, 2023 and $159.00 as of April 28, 2024.

The compensation in the preceding paragraph is also payable for the day preceding the first day of an assignment on a job site, up to a maximum of seven (7) days of compensation for room and board per week, except in the case of a transfer from one job site to another when the two job sites are located less than 120 kilometres apart.

This compensation also applies when the employee is called back to the same job site after a layoff, except in the case of compulsory annual vacations.

Any employee whose standard work schedule allows him to work 1 full week in less than 5 days is entitled to such compensation for 5 working days.

b) As transportation expenses, the equivalent of the cost of one round trip using 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 the expenses incurred for room and board, if any, upon presentation of receipts. Only one round-trip ticket is reimbursed under this paragraph.

The preceding paragraph shall apply to an employee only when an employer provides room and board in accordance with Article 24.08.

However, this paragraph (Paragraph b) does not apply when the employee uses a transportation vehicle provided by the employer, with the exception of any expenses incurred for room and board.

c) As travelling time, the equivalent of the time it takes the employee to travel from his residence to the job site and from the job site back to his residence. Only the travelling time for one round-trip is reimbursed under this paragraph. Such time is calculated using the following formula:

The distance between the employee's residence and the job site using the route most commonly taken between these two points _____ = Travelling time 80 kilometres

However, when the employer chooses to have the employee travel by airplane, travelling time between the employee's residence and the airport, waiting time at the airport and time spent travelling to the destination on the airplane shall be paid as travelling time at the employee's wage rate as provided for in the applicable schedule.

The provisions of this paragraph (Paragraph c) shall apply to an employee only when an employer provides room and board in accordance with Article 24.08.

c.1) An employee, who is transferred from one job site to another, during such employment, if the distance between the two job sites is from 40 km to 120 km, or if the distance is over 120 km and the employer provides room and board as specified in Article 24.08, shall be entitled to compensation for the travelling time for the distance separating the two (2) job sites, calculated using the formula specified in Paragraph c).

d) **Special rule: Electrician:** The compensation specified in Paragraph a) is also payable for the day following his layoff if such occurs on a standard week day other than Friday, or on a standard week day other than Thursday when the employee is on a compressed work schedule from Monday to Thursday. This amount shall compensate the employee for expenses incurred during a week in which he is laid off and shall be applicable only if the employee has put in 30 days of work for the same employer on the job site in question. This compensation is only payable once per job site and per employer.

The daily compensation for room and board as specified in this article shall be payable for each day of the week from Sunday to Saturday when the distance between an employee's residence and the job site is more than 480 kilometres by the route most commonly taken and the employee performs a full week of work in accordance with the established standard work schedule. This paragraph shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period, with the exception of the first week of assignment to the job site during which the maximum number of days for which this compensation may be paid shall be eight (8).

Moreover, the preceding paragraph does not apply when other compensation for travelling expenses is applicable during the same week, except in the case of compensation paid for the day preceding the first day of work, when a layoff or transfer to another job site occurs, or when the employer provides transportation.

e) **Special rule: Reinforcing steel erector and ironworker:** The compensation payable under Paragraph a) shall be payable also for the day preceding the first day of an assignment on a job site, except in the case of a transfer from one job site to another where the distance separating both job sites is less than 120 km. The maximum of seven (7) days of payment of this compensation as specified in Paragraph a) shall not be applicable.

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

f) **Special rule: Shovel operator, heavy equipment operator and heavy equipment mechanic:** When the distance between the employee's residence and the job site is more than 480 kilometres by the route most commonly taken, such employee shall receive daily compensation for room and board as specified in Paragraph a), for two (2) additional days. This paragraph shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period, with the exception of the first week of assignment to the job site during which the maximum number of days for which this compensation may be paid shall be eight (8).

This compensation shall not apply when the employer provides transportation for the employee between the job site and his residence, when other compensation for travelling expenses is applicable within the same weekly period with the exception of the compensation applicable for the day preceding the first day of work, in the event of layoff or a transfer to another job site.

g) **Special rule: Pipe welder and pipefitter:** The compensation specified under Paragraph a) hereof shall also be payable for each day of the week from Sunday to Saturday when the distance between the employee's home (domicile) and the job site is more than 480 kilometres by the route most commonly taken and the employee performs a full week of work according to the planned standard schedule. This paragraph shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period.

Moreover, the preceding paragraph shall not apply when other compensation for travelling expenses is applicable during the same week, except in the case of compensation paid for the day preceding the first day of work, when a layoff or transfer to another job site occurs, or when the employer provides transportation.

When the distance from an employee's residence to the job site is 480 or more kilometres by the route most commonly taken, an employee whose job lasts five (5) days or less shall receive the compensation specified under Paragraph a) hereof for the day following the last day of work.

6) **Special rule: 120 kilometres and over: Insulator, boilermaker, crane operator and diver:** When the distance between the employee's residence and the job site is 120 or more kilometres using the route most commonly taken, or when the employee, at the employer's request, accepts to take room and board within a 120-kilometre distance of his residence, when he works the number of hours determined by the employer within the working day, or if he is entitled to the compensation provided for in Article 19.01, the employee shall be paid as compensation for travelling expenses:

a) $142.00 per day to cover room and board expenses, taking into account the employer's option under Article 24.08. This compensation shall be $145.00 as of May 1, 2022, $148.00 as of April 30, 2023 and $151.00 as of April 28, 2024.

Any employee whose standard work schedule allows him to work 1 full week in less than 5 days is entitled to such compensation for 5 working days.

b) As transportation expenses, the equivalent of the cost of one round trip using 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 the expenses incurred for room and board, if any, upon presentation of receipts. Only one round-trip ticket is reimbursed under this paragraph.

However, this paragraph does not apply when the employee uses a transportation vehicle provided by the employer, with the exception of any expenses incurred for room and board.

c) As travelling time, the equivalent of the time it takes the employee to travel from his residence to the job site and from the job site back to his residence. Only the travelling time for one round-trip is reimbursed under this paragraph. Such time is calculated using the following formula:

The distance between the employee's residence and the job site using the route most commonly taken between these two points _____ = Travelling time 80 kilometres

However, when the employer chooses to have the employee travel by airplane, travelling time between the employee's residence and the airport, waiting time at the airport and time spent travelling to the destination on the airplane shall be paid as travelling time at the employee's wage rate as provided for in the applicable schedule.

c.1) An employee who is transferred from one job site to another during such employment shall be entitled to compensation for the travelling time only for the distance separating the two (2) job sites, calculated using the formula specified in Paragraph c).

d) **Special rule: Insulator:** Within the framework of the application of Subsection 6), Paragraph a), this compensation is also payable for the day preceding the first day of work, if the employee must travel and use accommodations on the day before he is required to report to work. This compensation shall only be paid once per job site and per employer.

However, this paragraph also applies when the employee is called back to the same job site after a layoff, except in the case of compulsory annual vacations.

e) **Special rule: Boilermaker:** Within the framework of the application of Subsection 6), Paragraph a), this compensation is also payable for the day preceding the first day of work when the employee must travel and obtain room and board on the day before he reports to work. Such compensation is only payable once per job site and per employer.

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

This compensation is also payable for each day of the week from Sunday to Saturday when the distance from an employee's residence to the job site is more than 480 kilometres by the route most commonly taken and the employee works a full week in accordance with the established standard schedule. This paragraph shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period.

Moreover, the preceding paragraph does not apply when other compensation for travelling expenses is applicable during the same weekly period with the exception of the compensation paid for the day preceding the first day of work, when a layoff or transfer to another job site occurs, or when the employer provides transportation.

When the distance from an employee's residence to the job site is 480 or more kilometres by the route most commonly taken, the employee shall receive the compensation specified under Subsection 6), Paragraph a) of this article for the day following the last day of work. This paragraph shall not result in the payment of compensation for room and board more than seven (7) times within the same weekly period.

f) **Special rule: Crane operator in service of crane rental employer**: Regardless of Subsection 6), Paragraph a), such employee shall receive a daily allowance of $171.00 for every day he must take room and board, in the case of travelling for an assignment of two (2) weeks or less. This daily allowance shall be $174.00 as of May 1, 2022, $177.00 as of April 30, 2023 and $180.00 as of April 28, 2024.

Under the circumstances specified in the preceding paragraph, the employer shall pay the employee, as reimbursement of his travelling expenses for his return trip when the work on the job site is finished, 100% of this daily allowance.

g) **Special rule: Crane operator (except crane operator assigned to pile driving):** When the distance between the employee's residence and the job site is more than 280 kilometres using the route most commonly taken, such employee shall receive daily compensation for room and board as specified in this article, for an additional day. This paragraph shall not result in the payment of compensation for room and board more than six (6) times within the same weekly period.

This compensation shall not apply when the employer provides transportation for the employee between the job site and his residence, when other compensation for travelling expenses is

applicable within the same weekly period with the exception of compensation applicable for the day preceding the first day of work, in the event of layoff or a transfer to another job site.

h) **Special rule: Crane operator in service of pile setter:** A crane operator in the employment of a pile setter shall receive a daily allowance of $151.00 for each day worked when his residence is located 120 or more kilometres from the job site. This daily allowance shall be $154.00 as of May 1, 2022, $157.00 as of April 30, 2023 and $160.00 as of April 28, 2024.

When the distance between the employee's residence and the job site is more than 280 kilometres by the route most commonly taken, such employee shall receive daily compensation for room and board as specified in this article, for an additional day. This paragraph shall not result in the payment of compensation for room and board more than six (6) times within the same weekly period.

This compensation shall not apply when the employer provides transportation for the employee between the job site and his residence, when other compensation for travelling expenses is applicable within the same weekly period with the exception of compensation applicable for the day preceding the first day of work, in the event of layoff or a transfer to another job site.

Starting January 2, 2022, this premium shall also apply to a crane operator in the service of a general contractor when he is assigned to pile driving.

24.07 **Special rule:** Any employee who, at the request of his employer, accepts to take room and board when the job site is located more than 48 or 60 kilometres (depending on the applicable rule) from his temporary residence is entitled to the travelling expenses as specified in Article 24.06, Subsections 1) to 4) (depending on the applicable rule) in addition to the compensation for travelling expenses as specified in Subsection 5) or 6) of Article 24.06.

The preceding paragraph only applies if the employee cannot find room and board within a 48 or 60-kilometre radius of the job site and only after the employee has advised his employer of the situation and the latter has had the opportunity to remedy it.

The provisions of this article do not apply to work related to pipelines, natural gas and oil distribution networks, electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries.

The previous paragraph does not apply to electricians.

24.08 **Room and board:**

1) The expenses related to room and board as specified in Subsection 5 or 6) of Article 24.06 are not paid when the employer lodges and feeds the employee in a bunkhouse (camp) or provides the employee with room and board.

The employer shall respect all rules of hygiene and cleanliness and ensure that the place chosen to lodge and feed the employees is suitable.

At the La Romaine job site, when an employer cannot provide an employee with room and board, the employer shall reimburse the employee, upon the presentation of receipts, for all accommodation and food-related expenses.

2) For maintenance and repair work lasting 5 days or less for a given employer, the latter may decide at any time to pay the travelling expenses of an employee already in its employment before the start of the job, instead of the compensation amounts provided for in this division, but, at a minimum, on the basis of such compensation. For the work described 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) **Special rule: Roofer, tinsmith and fire-protection mechanic:** If an employer asks an employee to work in a place where it is impossible to obtain room and board at the rates mentioned in Article 24.06, 5), a), the employer shall, upon presentation of the employee's receipts, pay any reasonable expense claimed by the employee.

24.09 **Ferry, toll bridge and toll highway:** When an employee, at his employer's request, uses a ferry, toll bridge or toll highway, as the case may be, to travel to a job site, the employer shall reimburse the employee's expenses as charged by the ferry, toll bridge or toll highway operator, as the case may be, including any charge for his vehicle, provided the employee performs the hours of work established by his employer.

For a ferry located north-east of Quebec City (excluding the Tadoussac-Baie-Sainte-Catherine ferry), the employer shall reimburse the employee for expenses as charged by the ferry operator, including any charge for his vehicle. The employer shall also pay the employee his wage rate for the crossing time as indicated on the ferry operator's schedule, except when the employer pays the employee compensation for room and board as specified in Article 24.06, Subsection 5), Paragraph a). The travelling distance shall be determined using the formula specified in Article 24.06, Subsection 5) or 6), Paragraph c) and the time shown on the ferry operator's schedule (e.g.: 1 hour = 80 km).

Payment of travelling expenses: The travelling expenses provided for in this division shall be paid separately from wages. The payment may be deferred by one week, except for the compensation specified in Article 24.06, Subsection 5 or 6), Paragraph a), which may not be deferred.

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

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

24.12 1) **Special rule: Remote job sites, James Bay region and hydroelectric job sites located north of the 55th parallel (including Great Whale):** The provisions of this subsection shall remain in effect until October 2, 2021 inclusively.

a) An employer shall reimburse travelling expenses incurred by an employee to travel from his residence to the job site when the employee remains at the job site for 14 days.

b) An employer shall reimburse travelling expenses incurred by an employee to travel from the job site to his residence when the employee remains at the job site for 28 days.

c) Paragraphs a) and b) shall apply for every subsequent period of 14 or 28 days during which the employee remains at the job site for his employer on the same job site.

d) However, when an employee is laid off before the period of 14 days as specified in Paragraphs a) and c) hereof, he shall benefit from the compensation specified in Article 24.06, Subsection 5) or 6), b) and c). When he is laid off before the period of 28 days as specified in Paragraphs b) and c) hereof, but after the period of 14 days, he shall also benefit from the compensation specified in Article 24.06, Subsection 5 or 6), b) and c), but with respect to his return trip home only.

e) For each period of 28 days as specified in Paragraphs b) and c), the employee may take leave without pay of a maximum of 8 days, including the travelling time required to commute from the job site to his residence and from his residence to the job site.

f) Travelling expenses to be reimbursed under this article include expenses incurred by an employee for transporting his tools, provided the tools are required by the employer.

g) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.06 5) a), does not apply to the job sites covered by this subsection (24.12.1). Only the travelling expenses incurred by an employee are reimbursable.

1.1) **Special rule: As of October 3, 2021, only the following conditions shall apply to work performed on remote job sites, job sites in the James Bay region and hydroelectric job sites located north of the 55th parallel (including Great Whale):**

a) An employer shall reimburse travelling expenses incurred by an employee to travel from his residence to the job site when the employee remains at the job site for 11 days including the day of travelling to the job site.

b) An employer shall reimburse travelling expenses incurred by an employee to travel from the job site to his residence when the employee remains at the job site for 21 days including the 2 days needed to travel from the job site to his residence and from his residence to the job site.

c) Paragraphs a) and b) shall apply for every subsequent period of 11 or 21 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 period of 11 days as specified in Paragraphs a) and c) hereof, he shall benefit from the compensation specified in Article 24.06, Subsection 5) or 6), b) and c). When he is laid off before the period of 21 days as specified in Paragraphs b) and c) hereof, but after the period of 11 days, he shall also benefit from the compensation specified in Article 24.06, Subsection 5 or 6), b) and c), but with respect to his return trip home only.

e) For each period of 21 days including the travelling time required to commute from the job site to his residence and from his residence

to the job site as specified in Paragraphs b) and c), the employee may take leave without pay of a maximum of 7 days.

f) Travelling expenses to be reimbursed under this article include expenses incurred by an employee for transporting his tools, provided the tools are required by the employer.

g) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.06 5) a), does not apply to the job sites covered by this subsection. Only the travelling expenses incurred by an employee are reimbursable.

2) **Special rule: Electric power distribution lines, electric power stations, communication networks, communication towers and catenaries:** The provisions of this subsection shall remain in effect until October 2, 2021 inclusively.

Subject to Subsection 3) of this article, only the following conditions apply to work performed on job sites in the James Bay region, remote job sites, and hydroelectric work performed north of the 55th parallel (including the Great Whale project), as well as to work performed on the Îles de la Madeleine by non-resident employees:

a) The employer shall reimburse the travelling expenses incurred by an employee to travel from his residence to the job site, including any expenses incurred due to a surplus of baggage, when the additional expenses are attributable to equipment required for the performance of his duties (tools, clothing, etc.), if the employee remains on the job for 14 or more days.

b) The employer shall reimburse travelling expenses incurred by the employee to travel from the job site to his residence if the employee remains on the job for 28 or more days.

c) Paragraphs a) and b) apply to every subsequent period of 14 or 28 days during which the employee remains on the job for the same employer at the same job site.

d) However, when an employee is laid off before the 14-day period provided for in Paragraphs a) and c), he is entitled to the compensation provided for in Paragraphs b) and c) of Subsection 5) of Article 24.06. If he is laid off before the 28-day period provided for in Paragraphs b) and c), but after the 14-day period, he is also entitled to the compensation provided for in Paragraphs b) and c) of Subsection 5) of Article 24.06, but with respect to his return trip home only.

e) For every 28-day period provided for in Paragraphs b) and c), the employee may take leave without pay of 10 days, including the travelling time required to commute from the job site to his residence and from his residence to the job site.

f) The provisions of this subsection do not apply to electricians.

g) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.13 2) c), does not apply to the job sites covered by this subsection. Only the travelling expenses incurred by an employee are reimbursable.

3) **Special rule: Electric power distribution lines, electric power stations in satellite camps and transmission lines:** The provisions of this subsection shall remain in effect until October 2, 2021 inclusively.

For work performed on job sites in the James Bay region, remote job sites and hydroelectric work performed north of the 55th parallel (including Great Whale), employee work assignments are for twenty one (21) days including two (2) days of travelling time, followed by seven (7) days off. As a result, reimbursement of travelling expenses must be done according to an eleven (11) day sequence in the case of Paragraph a), a twenty one (21) day sequence in the case of Paragraph b) and by making the necessary adaptations for Paragraphs c), d) and e) of Subsection 2).

The provisions of this subsection (Subsection 3) shall apply also to transmission line work carried out at the La Romaine 3 and La Romaine 4 job sites.

The provisions of this subsection shall not apply to electricians.

Subsection 3) shall be rescinded as of October 3, 2021.

4) **Special rule: Electric power distribution lines, electric power stations, transmission lines, communication networks, communication towers and catenaries:** As of October 3, 2021, only the following conditions apply to work performed on job sites in the James Bay region, remote job sites, hydroelectric work performed north of the 55th parallel (including the Great Whale project), work performed on the Îles de la Madeleine by non-resident employees and work carried out on the La Romaine 3 and La Romaine 4 job sites:

a) The employer shall reimburse the travelling expenses incurred by an employee to travel from his residence to the job site, including any expenses incurred due to a surplus of baggage, when the additional expenses are attributable to equipment required for the performance of his duties (tools, clothing, etc.), if the employee remains on the job for 11 or more days, including the day of travelling to the job site.

b) The employer shall reimburse travelling expenses incurred by the employee to travel from the job site to his residence if the employee remains on the job for 21 or more days, including the 2 days needed to travel from the job site to his residence and from his residence to the job site.

c) Paragraphs a) and b) apply to every subsequent period of 11 or 21 days during which the employee remains on the job for the same employer at the same job site.

d) However, when an employee is laid off before the 11-day period provided for in Paragraphs a) and c), he is entitled to the compensation provided for in Paragraphs b) and c) of Subsection 5) of Article 24.06. If he is laid off before the 21-day period provided for in Paragraphs b) and c), but after the 11-day period, he is also entitled to the compensation provided for in Paragraphs b) and c) of Subsection 5) of Article 24.06, but with respect to his return trip home only.

e) For every 21-day period, including the travelling time required to commute from the job site to his residence and from his residence to the job site, as provided for in Paragraphs b) and c), the employee may take leave without pay of 7 days.

f) The provisions of this subsection do not apply to electricians.

g) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.13 2) c), does not apply to the job sites covered by this subsection. Only the travelling expenses incurred by an employee are reimbursable.

24.12.1 Special rule: Heavy industry: Employee whose residence is located 120 or more km from job site:

a) An employer shall reimburse travelling expenses incurred by an employee to travel from his residence to the job site when the employee remains on the job for 25 or more days.

b) An employer shall reimburse travelling expenses incurred by an employee to travel from the job site to his residence when the employee remains on the job for 50 or more days.

c) Paragraphs a) and b) shall apply for every subsequent period of 25 or 50 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 25-day period specified in Paragraphs a) and c), he shall benefit from the compensation specified in Article 24.06, Subsection 5 or 6), b) and c). When he is laid off before the 50-day period specified in Paragraphs b) and c), but after the 25-day period, he shall also benefit from the compensation specified in Article 24.06, Subsection 5 or 6), b) and c), but with respect to his return trip home only.

e) Travelling expenses to be reimbursed under this article shall include expenses incurred by an employee for transporting his tools, provided the tools are required by the employer.

f) The provision of this article shall apply to a reinforcing steel erector and ironworker only when an employer provides room and board in accordance with Article 24.08.

g) The provisions of this article shall not apply to an employee assigned to work on electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries, with the exception of an electrician.

h) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.06, 5) a), does not apply to the job sites covered by this article. Only the travelling expenses incurred by an employee are reimbursable.

i) This article shall not apply in the case of heavy industry construction work carried out in the James Bay region or on a remote job site. In these cases, Article 24.12 shall apply.

24.12.2 Special rule: La Romaine job site: The provisions of this subsection shall remain in effect until October 2, 2021 inclusively.

a) For every 28-day period, an employee assigned to the La Romaine job site shall be entitled to leave without pay of up to ten (10) days, including the necessary travelling time from the job site to the employee's residence and from the employee's residence to the job site.

b) An employer shall compensate an employee for transportation expenses and travelling time in accordance with the provisions of Article 24.06, Subsection 5 or 6), Paragraphs b) and c) for the trip from the employee's residence to the job site, upon

his assignment to the job site and for his return trip to his residence after the end of his assignment on the job site.

c) When leave without pay is taken, the employer shall compensate the employee for transportation expenses as specified in Article 24.06, Subsection 5 or 6), Paragraph b) and travelling time as specified in Article 24.06, Subsection 5 or 6), Paragraph c), up to a maximum of four (4) hours at his wage rate for the employee's departure to take his leave without pay, and up to a maximum of four (4) hours at his wage rate for his return to the job site.

d) The employer is not required to compensate an employee for the latter's transportation expenses or travel time, when the employee takes his vacation in accordance with Article 20.01, Subsection 2) or 3), unless this vacation coincides with the employee's leave without pay.

e) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.06, 5) a), does not apply to the job sites covered by this article.

24.12.2.1 Special rule: As of October 3, 2021, only the following conditions shall apply to work performed on the La Romaine job site:

a) For every 21-day period, including the travelling time required to commute from the job site to his residence and from his residence to the job site, an employee assigned to the La Romaine job site may take leave without pay of up to 7 days.

b) The employer shall reimburse the employee for his travelling expenses and travelling time, in accordance with Article 24.06, 5) or 6) b) and c), from his residence to the job site when he is assigned to the job site and for his return trip from the job site to his residence at the end of his assignment.

c) In the case of unpaid days off (leave), the employer shall reimburse the employee for travelling expenses, in accordance with Article 24.06, Subsection 5) or 6) b), and the travelling time provided for in Article 24.06, Subsection 5) or 6), c) up to a maximum of 4 hours at his wage rate when the employee leaves for the unpaid days off and a maximum of 4 hours at his wage rate for his trip back to the job site.

d) The employer is not required to reimburse an employee's travelling expenses and travelling time when the employee takes a vacation as provided for in Article 20.01, Subsection 2) or 3), unless the vacation coincides with the employee's unpaid leave.

e) The room and board compensation for the day preceding the first day of an assignment, as specified in the second paragraph of Article 24.06 5) a), does not apply to the job sites covered by this subsection.

24.13 Special rule: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:

1) **Compensation:**

a) An employer that uses the services of an employee on a job site that is far from the residence of the latter shall pay him compensation for travelling expenses. This compensation shall be paid for every planned working day. Such employee shall be paid this compensation for a minimum of 5 days per work week, when during the week there is no work planned because of a statutory holiday, including any statutory holiday observed by the employer's client, or when planned work is cancelled.

b) However, if an employee does not come to work on the working day preceding or following the statutory holiday or cancelled working day, he loses this compensation for such working day, cancelled working days and statutory holidays, unless the employee was absent for a valid reason, the proof of which lies with the employee.

c) An employee also loses his right to such compensation if he is absent on a working day without prior authorization. However, the compensation for the working day in question shall be paid to the employee if he was absent for a valid reason, the proof of which lies with the employee.

d) Deductions from the compensation specified under this subsection shall be made in increments of 1/5 of the established weekly amount, for each day of non-eligibility.

e) When Paragraph c) of Subsection 2) is applied, where the employee works and the projected work period is for a duration of less than 5 days, he shall receive 1/5 of the weekly compensation to which he would be entitled, subject to the deductions provided for in Paragraphs a), b) and c).

f) In cases where work is performed according to the schedule provided in Article 21.05, Subsection 15), Paragraph c), the employee is entitled to the compensation provided for in Paragraph c) of Subsection 2) of this article.

2) **Payment method:** Compensation shall be paid according to the distance determined using Google Maps which shall serve as the reference for determining the distance based on the route most commonly taken between the employee's residence and the meeting place (or the job site if the employee travels to it by his own means). Moreover, the route most commonly taken shall correspond to the first route suggested by Google Maps.

Regardless of the preceding paragraph, if the route most commonly taken is closed due to (road) work or a seasonal closing, a new route shall be chosen taking into account any detour signage.

The compensation shall be calculated as follows:

a) More than 60 kilometres: $42.50 per day. This amount shall be $43.35 as of May 1, 2022, $44.22 as of April 30, 2023 and $45.10 as of April 28, 2024.

b) More than 85 kilometres: $60.20 per day. This amount shall be $61.40 as of May 1, 2022, $62.63 as of April 30, 2023 and $63.88 as of April 28, 2024.

c) More than 120 kilometres: $750.00 per week (5 days) and $150.00 per additional day of work.

These amounts shall be $765.00 per week (5 days) and $153.00 per additional day of work as of May 1, 2022, $780.00 per week (5 days) and $156.00 per additional day of work as of April 30, 2023 and $795.00 per week (5 days) and $159.00 per additional day of work as of April 28, 2024.

The daily compensation in the preceding paragraph is payable for the day preceding the first day of an assignment on a job site, up to a maximum of seven (7) days of compensation for travelling expenses per week, except in the case of a transfer from one job site to another when the two job sites are located less than 120 kilometres apart.

d) More than 120 kilometres for work carried out according to the 8/6 schedule: $1,200.00 per period of 8 days and $150.00 per additional day of work.

These amounts shall be $1,224.00 per period of 8 days and $153.00 per additional day of work as of May 1, 2022, $1,248.00 per period of 8 days, $156.00 per additional day of work as of April 30, 2023 and $1,272.00 per period of 8 days and $159.00 per additional day of work as of April 28, 2024.

The daily compensation specified in the preceding paragraph shall be payable for the day preceding the first day of an assignment on a job site.

e) More than 120 kilometres for work carried out according to the 10/4 schedule: $1,500.00 per period of 10 days and $150.00 per additional day of work.

These amounts shall be $1,530.00 per period of 10 days and $153.00 per additional day of work as of May 1, 2022, $1,560.00 per period of 10 days and $156.00 per additional day of work as of April 30, 2023 and $1,590.00 per period of 10 days and $159.00 per additional day of work as of April 28, 2024.

The daily compensation specified in the preceding paragraph shall be payable for the day preceding the first day of an assignment on a job site.

f) For the return trip from a job site to an employee's residence, when the distance is more than 350 kilometres, the employee shall receive an additional day of compensation for room and board expenses based on the rate in force as specified in Paragraph c) of this subsection. Such compensation shall be payable once per job site.

3) The travelling expenses provided for in Subsection 2) shall be paid separately from wages. Payments may be deferred by one week, except for compensation amounts provided for in Paragraphs c), d), e) and f) of Subsection 2), which shall be paid on the Thursday of the week following the pay period worked.

4) **Room and board provided:** The employer is not obliged to pay compensation for room and board when the employee is lodged in a job site bunkhouse (camp) as specified in Article 1.01, Subsection 7) as provided by the employer. Only in this case are room and board provided free of charge by the employer.

The employer shall uphold all rules of hygiene and cleanliness and ensure that the place chosen lodges one employee per room and that the food is suitable.

5) **Room and board compensation:** If an employer asks an employee to work in a place where it is impossible to obtain room and board at the rates mentioned in Subsection 2), the employer shall cover the total costs paid by the employee, up to $840.00 per week, but only after the employee has notified the employer of such and the latter has had the opportunity to remedy the situation. This amount shall be $855.00 as of May 1, 2022, $870.00 as of April 30, 2023 and $885.00 as of April 28, 2024.

For the Fermont and Shefferville areas, the employer shall be solely responsible for all room and board expenses.

6) **Compensation maintained:** The employer shall continue paying compensation for room and board for working days lost by an employee in the 7 days following the date on which he sustained an accident that did not require his hospitalization, but only treatment during the days in question. Such compensation shall be paid provided the employee does not leave the place for which he is receiving such compensation and provided he submit, at the employer's request, a medical attestation confirming his inability to work.

6.1) **Special rule:** When an employee accepts to take room and board more than 120 kilometres from his residence and the job site is located more than 60 kilometres from his temporary residence, he shall be entitled to have transportation provided by the employer, failing which, he shall be entitled to compensation for travelling expenses as provided for in Subsection 2), Paragraphs a) or b) in addition to the compensation for travelling expenses provided for in Subsection 2), Paragraphs c) d) or e).

The preceding paragraph only applies if the employee cannot find room and board within a 60-kilometre radius of the job site and only after the employee has advised his employer of the situation and the latter has had the opportunity to remedy it.

7) **Computation of compensation:** For the purpose of this article, the employee's residence is the exact address at which he resides, as shown on the card issued to him by the Commission, pursuant to Article 6.01.

8) **Compensation for travel:** When, at the employer's request, an employee must travel to work and obtain accommodations more than 120 kilometres from his residence, the employer shall agree to pay the employee:

a) As travelling time, the equivalent of the time it takes the employee to travel from his residence to the job site. In the case of a job site with bunkhouses, travelling time shall be calculated from his residence to the bunkhouse. In both cases, the following formula shall be used:

$$\frac{\text{The distance between the employee's residence and the job site by the route most commonly taken between these two points}}{80 \text{ kilometres}} = \text{Travelling time}$$

However, when travel by airplane is the employer's chosen means of transportation, the employer shall assume the fare charged by such carrier, including any charges for excess luggage when these additional charges are attributable to equipment related to the performance of duties (tools, clothing, etc.). In addition, the time it takes an employee to travel from his residence to the airport, the waiting time at the airport, up to a maximum of four (4) hours per day for a maximum of two (2) days, and the time it takes the carrier to reach its destination shall be paid as travelling time at the employee's wage rate as shown in Schedules E-1, E-2, E-3 or E-4.

Only the travelling time for one round trip during such employment is to be reimbursed under this paragraph.

An employee, however, who is transferred from one job site to another, during such employment, shall only be entitled to the payment of travelling time for the distance between the two job sites as calculated by applying the above-mentioned formula.

The compensation for travelling time specified in this paragraph (Paragraph a) is only payable when the employer provides room and board in accordance with Subsection 4) of this article. In addition, an employee who is transferred from one job site to another, during such employment, if the distance between the two job sites is from 40 km to 120 km, or if the distance is over 120 km and the employer provides room and board in accordance with Subsection 4) of this article, shall be entitled to compensation for the travelling time for the distance separating the two (2) job sites, calculated using the formula specified in Paragraph a).

b) If the employee's travelling time is less than the number of hours in the daily schedule for the job site, the employee may complete his working day, and the hours thus worked shall be remunerated in addition to the hours of travelling time. If the employer does not give the employee the opportunity to complete his working day, the employer shall pay the employee maximum compensation equal to the number of hours in the daily schedule for the job site at his wage rate.

The first paragraph of this subsection shall apply only when the employer provides room and board in accordance with Subsection 4) of this article.

c) In the case of voluntary departure or dismissal, such employee shall not be compensated for travelling time during his return trip from the job site to his residence.

d) This article also applies to employees who must stay in an employer's bunkhouse and who are not covered by Subsection 2) of Article 24.12.

9) With the exception of Subsection 5), the provisions of this article shall not apply to electricians.

10) The provisions of this article shall not apply to a refrigeration mechanic or a crane operator in the service of a crane rental employer or a crane operator in the service of a pile setter.

24.14 **Special rule: Crane operator: Moving a crane:** When a truck-mounted mobile crane must be moved over a distance of more than 80 kilometres from the employer's place of business to a job site or from one job site to another, and a second employee is required for the crane in question, the employer shall pay transportation expenses, in accordance with the provisions of Article 24.06, to any employee who must use his own vehicle for such travelling.

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

A journeyman or apprentice shall drive the vehicle making the main trip to transport the equipment and accessories for a mobile crane where a second employee is required, when transporting said equipment and accessories from the place of business to a job site and from one job site to another.

The time it takes a journeyman or apprentice from the crane operator trade to drive a heavy vehicle from the place of business of the employer to the job site and from the job site to another job site is time worked and must be remunerated at the applicable wage rate.

24.15 **Special rule: Elevator mechanic:**

1) Regardless of Subsection 1) of Article 24.06, an employer shall pay, to cover travelling expenses, for any employee who performs his working day or is entitled to compensation as specified in Subsection 1) of Article 19.01, one of the following amounts:

a) $15.28 when an employee's residence is located more than 25 kilometres from the job site.

b) $24.89 when an employee's residence is located more than 48 kilometres from the job site.

c) $35.09 when an employee's residence is located more than 72 kilometres from the job site.

d) $43.69 when an employee's residence is located more than 88 kilometres from the job site.

e) **Exclusion: Supplying vehicle:** Paragraphs a), b), c) and d) do not apply when an employee uses a transportation vehicle provided by his employer for travelling before or after his work day.

24.16 **Pipeline installation work: Natural gas and oil transportation pipelines, natural gas distribution networks and natural gas supply networks:**

1) For any employee assigned to pipeline installation work on natural gas and oil transportation pipelines, natural gas distribution networks and natural gas supply networks, with the exception of a pipe welder, distribution welder and pipefitter, the amounts provided for in Subsection 1) of Article 24.06 are as follows, regardless of the region:

a) More than 48 kilometres: $29.68 per day. This amount shall be $30.27 as of May 1, 2022, $30.88 as of April 30, 2023 and $31.50 as of April 28, 2024.

b) More than 72 kilometres: $38.19 per day. This amount shall be $38.95 as of May 1, 2022, $39.73 as of April 30, 2023 and $40.52 as of April 28, 2024.

c) More than 88 kilometres: $48.96 per day. This amount shall be $49.94 as of May 1, 2022, $50.94 as of April 30, 2023 and $51.96 as of April 28, 2024.

2) **Natural gas distribution network: Pipe welder, distribution welder and pipefitter:** Regardless of any other provision concerning travelling expenses, when such employee is assigned to work on a natural gas distribution network, he shall be entitled to $164.50 as compensation for travelling expenses per day worked. This amount shall be $167.50 as of May 1, 2022, $170.50 as of April 30, 2023 and $173.50 as of April 28, 2024.

2.1) **Natural gas supply network: Supply welder, pipe welder and pipefitter: 120 kilometres and over:** Regardless of any other provision concerning travelling expenses, when the distance between the employee's residence and the job site is 120 or more kilometres using the route most commonly taken, when such employee is assigned to work on a natural gas supply network, he shall be entitled to compensation of $164.50 per day worked as compensation for travelling expenses. This amount shall be $167.50 as of May 1, 2022, $170.50 as of April 30, 2023 and $173.50 as of April 28, 2024.

3) **Pipeline installation work: Natural gas and oil transportation pipelines: Pipeline welder and pipefitter:** Regardless of any other provision concerning travelling expenses, when such employee is assigned to pipeline installation work on natural gas and oil transportation pipelines, he shall be entitled to weekly compensation of $1,313.00 as compensation for travelling expenses. This amount shall be $1,338.00 as of May 1, 2022, $1,363.00 as of April 30, 2023 and $1,388.00 as of April 28, 2024. Employees whose work schedule allows them to put in a complete work week in less than 7 days are entitled to full compensation. For the purpose of applying this subsection, should the employee not work a full week, he shall be paid 1/5 of the established weekly compensation for each day worked.

4) **Pipeline installation work: Natural gas and oil transportation pipelines: Crane operator, heavy equipment mechanic, heavy equipment operator, shovel operator and pipeline labourer:** Regardless of any other provisions governing travelling expenses, such employee shall be entitled to weekly compensation of $1,183.00 as compensation for travelling expenses. Employees whose work schedule allows them to put in a complete work week in less than 7 days are entitled to full compensation. For the purpose of applying this subsection, should the employee not work a full week, he shall be paid 1/5 of the established weekly compensation for each day worked.

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

This provision does not apply to employees specified in Schedules E-1, E-2, E-3 and E-4 who are assigned to work on electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries.

DIVISION XXV

MISCELLANEOUS PROVISIONS

25.01 **Tools:**

1) **Supplying tools: Employees:**

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

b) **Insulator:** The tools to be supplied by an insulator are listed in Schedule "H".

c) **Carpenter-joiner:** The tools to be supplied by a carpenter-joiner are listed in Schedule "I".

d) **Electrician:** The tools to be supplied by an electrician are listed in Schedule "J".

e) **Tinsmith**: The tools to be supplied by a tinsmith are listed in Schedule "K".

f) **Reinforcing steel erector:** The tools to be supplied by a reinforcing steel erector are listed in Schedule "L".

g) **Refrigeration mechanic:** The tools to be supplied by a refrigeration mechanic are listed in Schedule "M". The employer shall pay for the cost of repairs to electrical and electronic tools once yearly as well as manometer sets and charging hoses. Such repairs shall require prior authorization by the employer.

h) **Fire-protection mechanic:** The tools to be supplied by a fire-protection mechanic are listed in Schedule "M-1".

i) **Elevator mechanic:** The tools to be supplied by an elevator mechanic are listed in Schedule "N".

j) **Ironworker:** The tools to be supplied by an ironworker are listed in Schedule "O".

Nevertheless, spanners, adjustable wrenches and bull pins shall be replaced by the employer, when they are broken during the plying of the trade on the job site.

k) **Resilient flooring layer:** The tools to be supplied by a resilient flooring layer are listed in Schedule "P".

l) **Interior systems installer:** The tools to be supplied by an interior systems installer are listed in Schedule "Q".

Employees shall supply a battery-powered screwdriver (including 2 batteries), a drywall router and a 100-foot extension cord. The employer pays these employees $0.55 for every hour worked, to meet this obligation. This amount constitutes compensation for costs incurred by an employee for supplying the above-mentioned tools and cannot be considered income earned by the employee.

m) **Pipe welder and pipefitter:** For pipefitters only, in the case of sanitary plumbing work as defined under the *Plumbing Code* (c.I-12.1, r.1), the tools to be supplied by an employee are listed in Schedule "R".

In the case of pipe fitting work in the heavy construction industry, the employer shall supply all of the tools to the employees.

n) **Erector-mechanic (glazier):** The tools to be supplied by an erector- mechanic (glazier) are listed in Schedule "S".

o) **Security systems installer:** The tools to be supplied by a security systems installer are listed in Schedule "S-1".

2) **Supplying tools: Employers:** The employer shall supply its employees with all tools needed to perform the work, except for those specified in Subsection 1).

3) **Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:** The employer shall provide an employee working with hot line tools and live-line tools with a pair of neutral, tinted safety glasses. Only one pair shall be supplied for the duration of the work on the job site. The employee shall return them to the employer, otherwise he shall pay for them.

The employer shall supply free of charge the pole belt to linemen, and a safety harness, energy absorber, rope grab and retractable lanyard when such equipment is required under the *Safety Code for the Construction Industry* or required by the employer's client.

Also, the employer shall replace the tools and equipment in question when breakage occurs, with tools and equipment of the same value and quality.

The employer may be exempt from its obligation to supply a lineman safety harness by paying a compensation amount of $1.00 per hour worked. When an employee must use a safety harness during the work week, this compensation shall be paid for a minimum of twenty (20) hours per week.

This amount is paid in the form of compensation. It constitutes a reimbursement for expenses incurred by the employee and may not be considered a monetary benefit for such employee.

The employer shall supply such employee with work gloves adapted to the weather and type of work.

4) **For divers: Supplying equipment:** The employer shall supply the lead belts, flippers and diving gloves, as well as components and parts needed to repair a diving suit and its accessories (valves and zipper) in case of damage directly related to work performed in the service of the employer, with the exception of normal wear.

5) **Responsibility clause:** When an employer supplies tools, accessories or equipment to its employees, the latter shall use them properly, store them in the place designated by the employer and return them to the employer in good condition, taking into account normal wear. An employee who contravenes this subsection may be subject to a disciplinary measure.

25.02 Renting and sharpening tools:

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

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

25.03 Storage of tools and work clothes: An employer shall provide its employees with an easily accessible place with heating that can be locked for the storage of tools and work clothes.

25.04 Loss of tools and work clothes:

1) **General rule:**

a) An employee shall, at the employer's request and on a form provided for this purpose by the latter, give his employer an up-to-date inventory of his personal tools upon his arrival at the job site. The employer may check the accuracy of this inventory, at any time.

b) The employee shall cooperate with the employer in establishing the value of such tools.

c) Following a fire, theft or accident, the employer shall replace all tools and clothing lost by the employee with new tools and clothing of the same value and quality. In the case of bankruptcy on the part of an employer, the special compensation fund shall reimburse any losses to the employee.

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

2) **Special rule: Millwright (industrial mechanic):**

a) An employee shall give his employer, at the employer's request, an up-to-date inventory of his personal tools upon his arrival at the job site. The employer may check the accuracy of such inventory, at any time.

b) When an employee works under special conditions and his toolbox and/or tools or work clothes deteriorate during the performance of his work or are damaged by products, the employer shall compensate the employee or shall replace these belongings with a toolbox, tools and work clothes of equal value.

c) Following a fire or break-in, the employer shall compensate the employee or shall provide replacement tools or work clothes of equal value up to $2,000 for any real loss in relation to his toolbox, tools or work clothes, as stored in accordance with Article 25.03.

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

3) **Special rule: Interior systems installer:** The employee shall give the employer an up-to-date inventory of his personal tools upon arriving at the job site. The employer may check the accuracy of this inventory at any time.

In the case where the employee has given his employer the inventory provided for in the previous paragraph and following a fire or break-in, the employer shall compensate the employee or provide replacement tools or clothing of the same value up to $600.00 for any real loss in relation to his tools or work clothes. At the employer's request, the employee shall provide sufficient proof of such loss.

4) **Special rule: Pipe welder and pipefitter:**

a) The employee shall give his employer, at the latter's request, an up-to-date inventory of his personal tools upon arriving at the job site. The employer may check the accuracy of this inventory at any time.

b) The employee shall produce the vouchers necessary to determine the value of such tools.

c) In the case where the employee has given his employer the inventory provided for in the previous paragraph, following a fire or break-in, the employer shall compensate the employee or provide replacement tools or clothing of the same value up to $300.00 for the pipe welder and pipefitter assigned to work in the heavy construction industry and up to $400.00 in all other cases for any real loss in relation to their stored tools or work clothes. The employee shall pay the first $25.00 of such loss.

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

25.05 Transportation of tools: Millwright (industrial mechanic) and heavy equipment mechanic:

a) When, at his employer's request, a millwright or a heavy equipment mechanic must go to a job site using public transportation, the employee shall make a complete and exact list of his toolbox, giving the make, quantity, size and other characteristics necessary for the exact identification of each tool. This toolbox inventory shall be given to the employer before transportation. The employer may ask for any additional proof considered necessary.

In addition to paying the round-trip transportation expenses for the toolbox and tools, the employer is responsible for any damage to or loss of the toolbox or tools and shall reimburse the employee for any such damage or loss.

If there are any delays in the delivery of the toolbox, the employer shall assign the employee to work in his trade, and the employee shall perform such work. Moreover, if the employee cannot retrieve his toolbox on the first working day following his return, the employer shall pay, for each day of delay, the equivalent wages that this employee would have earned for up to 5 days. However, the employee may be assigned by the employer to work in his trade during this period and the employee shall perform such work.

However, if the employee fails to compile the above-mentioned inventory and give it to the employer before such transportation, the employer shall not be required to pay transportation costs or compensate the employee for any loss, damage or delay.

In all cases, the employer may transport the employee's toolbox itself, in which case, it shall be responsible for said toolbox.

b) **Special rule: Heavy equipment mechanic:** In addition to that which is provided for in Paragraph a), if the heavy equipment mechanic cannot retrieve his toolbox within 10 working days following his return, the employer shall compensate the employee for the loss of the box and the tools or replace them.

If the box or the tools are later found and are in the same condition as when they were lost, the employee shall reimburse the employer for the compensation amount or give the replacement box or tools to the employer.

25.06 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 an exam in accordance with the *Act respecting pressure vessels* (R.S.Q., c. A-20.01) or to renew his certificate issued by the Canadian Welding Bureau, the employer shall pay the registration fees as well as the time required and the travelling expenses related to the exam.

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

1.1) **Special rule: Carpenter-joiner**:

a) An employer is required to remit to the Commission, with its monthly report, $0.01 for every hour worked by each of these employees in the month preceding its report.

Due to the amounts accumulated in the qualification fund, the employer is granted a holiday from payment of this amount for every hour worked for the duration of the current collective agreement.

b) The amounts thus collected constitute a welding qualification fund for the carpenter-joiner trade of which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the carpenter-joiner trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate a sponsor and an employee or an accredited organization for registration fees, the time required and travelling expenses related to the obtaining or renewal of the employee's certificate as issued by the Canadian Welding Bureau or under any other recognized national or international standards, within the limits specified in Paragraph c).

c) The welding qualification fund for the carpenter-joiner trade shall reimburse:

i) The sponsor or accredited organization: for expenses related to test preparations regardless of the results obtained by each employee registered for any of the tests corresponding to the welding procedures related to the above-mentioned standards.

ii) The employee: for travelling expenses, including kilometres travelled, in accordance with the provisions of Article 24.02 3). Any expenses for meals and accommodations are reimbursed up to $250.00 per day, upon presentation of receipts. Also, any loss in wages as attested by the employer may be reimbursed at the employee's wage rate, for a maximum of two (2) working days. Reimbursement of the employee's expenses shall be conditional on his passing one or other of the tests taken and which corresponds to one of the welding procedures recognized by the trade: (Reference: CWB 1, 2, 3 or 4 positions), and shall be no more than twice (2 times) per year.

When the collective agreement expires, the parties agree to evaluate the financial situation of this fund and to establish and implement control mechanisms that may include a contribution holiday.

2) **Special rule: Boilermaker and boilermaker welder:**

a) An employer is required to remit to the Commission, with its monthly report, $0.03 for every hour worked by each of these employees in the month preceding its report.

b) The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the boilermaker trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the renewal of his certificate as issued by the Canadian Welding Bureau and the certificate issued under the *Act respecting pressure vessels* (R.S.Q., c. A-20.01) within the limits specified in Paragraph c). Moreover, the exam-related expenses for the designated sponsor are reimbursed to the union when the group taking the exam is made up of at least 10 boilermakers.

c) The welding qualification fund reimburses an employee who passes the renewal exam and obtains a new four position CWB certificate or passes the exam and obtains a new certificate as issued under the *Act respecting pressure vessels* (R.S.Q., c. A-20.01), for the registration fees, travelling expenses and the time required, up to $600.00. This limit may be increased to $700.00 by resolution of the trade occupational subcommittee during the term of the collective agreement. If the employee fails the exam, the welding qualification fund shall reimburse costs incurred up to $150.

3) **Special rule: Electrician:**

a) An employer is required to remit to the Commission, with its monthly report, $0.01 for every hour worked by each of these employees in the month preceding its report. However, due to the fact that the electrician trade welding qualification fund exceeded $600,000 at the time of signing of this collective agreement, employers shall benefit from a payment holiday in relation to this amount for the term of the collective agreement, in order to meet the obligation specified in Article 28.07, Paragraph b). Upon the signing of the next collective agreement, if the electrician trade welding qualification fund has decreased to below the $400,000 mark, the $0.01 contribution shall no longer be paid into the supplemental group providence fund, and shall once again be paid into the electrician trade welding qualification fund.

b) The amounts thus collected constitute a welding qualification fund for the electrician trade for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the electrician trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate the employee, sponsor or accredited organization, for registration fees, the time required and travelling expenses related to the pretest, and the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, or under any other recognized national or international standards, within the limits specified in Paragraph c).

c) The welding qualification fund for the electrician trade shall reimburse:

i) The sponsor or accredited organization: for expenses related to the taking of tests regardless of the results obtained by each employee registered for any of the tests corresponding to the welding procedures related to the above-mentioned standards.

ii) The employee: for travelling expenses, including kilometres travelled, in accordance with the provisions of Article 24.02 3). Any expenses for meals and accommodations are reimbursed up to $200.00 per day, upon presentation of receipts. Also, any loss in wages as attested by his employer, may be reimbursed at the applicable wage rate, for a maximum of two (2) working days.

Reimbursement of the employee's expenses shall be conditional on his passing one or other of the tests taken and which corresponds to one of the welding procedures recognized by the trade. When the employee fails all of the tests, he shall be entitled to compensation of up to $50.00 per day.

d) The welding qualification fund for the electrician trade is administered by the electrician trade occupational subcommittee.

4) **Special rule: Reinforcing steel erector:**

a) An employer is required to remit to the Commission, with its monthly report, $0.02 for every hour worked by each of these employees in the month preceding its report. Due to the accumulated surplus in this welding qualification fund, the employer is granted a contribution holiday of $0.02 until the renewal of the 2021-2025 collective agreement.

b) The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the occupational subcommittee for the above trade set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph c).

c) The welding qualification fund reimburses an employee who passes an exam written to obtain or renew a two position CWB certificate, for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to $300.00. This $300.00 limit may be increased to $500.00 by resolution of the trade occupational subcommittee during the term of the collective agreement.

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

5) **Special rule: Tinsmith:**

a) An employer is required to remit to the Commission, with its monthly report, $0.01 for every hour worked by each of these employees in the month preceding its report.

Due to the amounts accumulated in the qualification fund, the employer is granted a holiday from payment of this amount for every hour worked for the duration of the current collective agreement.

b) The amounts thus collected constitute a tinsmith trade welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the tinsmith trade occupational subcommittee, set up under Section 18.12 of the Act. This special compensation fund is used only to compensate a sponsor, an employee or an accredited organization for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, or under any other recognized national or international standards, within the limits specified in Paragraph c).

c) The welding qualification fund for the tinsmith trade shall reimburse:

i) The sponsor or accredited organization: for expenses related to preparing for tests, regardless of the results obtained by each employee registered for any of the tests corresponding to the welding procedures related to the above-mentioned standards.

ii) The employee: for travelling expenses, including kilometres travelled, in accordance with the provisions of Article 24.02 3). Any expenses for meals and accommodations are reimbursed up to $350.00 per day, upon presentation of receipts. Also, any loss in wages as attested by his employer, may be reimbursed at the employee's wage rate, for a maximum of two (2) working days. Such reimbursement of the employee's expenses shall be conditional on his passing one or other of the tests taken corresponding to one of the welding procedures recognized by the trade (Reference: CWB 1, 2, 3 or 4 positions), and shall be two (2) times yearly at the most.

d) The tinsmith trade welding qualification fund is administered by the tinsmith trade occupational subcommittee. Eligible travelling expenses shall be increased by 2.5% annually during the term of this collective agreement.

6) **Special rule: Millwright (industrial mechanic):**

a) An employer is required to remit to the Commission, with its monthly report, $0.05 for every hour worked by each of these employees in the month preceding its report.

b) The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the millwright trade occupational subcommittee set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to his four position CWB certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph c). Moreover, the expenses related to the exam for the designated sponsor are reimbursed to the union.

c) The welding qualification fund reimburses the following amounts to an employee who passes the exam to obtain or renew a four position CWB certificate:

i) For initially obtaining the certificate, only the registration fees are reimbursed up to $400.00.

ii) For renewing the certificate, the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to $450.00.

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

7) **Special rule: Ironworker:**

a) An employer is required to remit to the Commission, with its monthly report, $0.03 for every hour worked by each of these employees in the month preceding its report. This amount shall be $0.04 as of May 1, 2022.

b) The amounts thus collected constitute a welding qualification fund for which the Commission is fiduciary and which it administers, as need be, solely in compliance with the terms and conditions established by the occupational

subcommittee for the above trade, set up under Section 18.12 of the Act. This special compensation fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the obtaining or renewal of his certificate as issued by the Canadian Welding Bureau, within the limits specified in Paragraph c).

c) The welding qualification fund reimburses an employee who passes an exam written to obtain a Canadian Welding Bureau certificate for two or more positions or to renew a CWB certificate, for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to $500.00. This $500.00 limit may be increased to $700.00 by resolution of the trade occupational subcommittee during the term of the collective agreement.

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

Regardless of the preceding, when an employee fails the exam, the welding qualification fund shall reimburse the employee for the exam registration fees. This reimbursement may occur only once per employee, per calendar year.

8) **Special rule: Pipe welder, pipeline welder, supply welder, distribution welder and pipefitter:**

a) An employer is required to remit to the Commission, with its monthly report, $0.01 for every hour worked by each of these employees in the month preceding its report.

b) The amounts thus collected constitute a welding qualification fund. This welding qualification fund is used only to compensate an employee for registration fees, the time required and travelling expenses related to the renewal of his certificate as issued under the *Act respecting pressure vessels* (R.S.Q., c. A-20.01), as well as for registration in the Class B pressure vessel welding exam, within the limits specified in Paragraph c). This qualification fund is also used for apprentice pipefitters in the case of a successful plumbing or heating test. The welding qualification fund is used to compensate apprentices for registration fees, the time required and travelling expenses. The amounts collected also constitute a fund for pipefitter re-qualification for pipefitters holding TAG-1, TAG-2, TAG-3 and TAG-4 gas certification. The Commission is the fund fiduciary and it administers the fund, as need be, solely in compliance with the terms and conditions established by the occupational subcommittee for the above trade and occupation, set up under Section 18.12 of the Act.

c) The welding qualification fund reimburses an employee who passes the renewal exam and obtains a new certificate as issued under the *Act respecting pressure vessels* (R.S.Q., c. A-20.01), for the registration fees, travelling expenses and the time required, when he is in the service of an employer, up to $500.00.

25.07 Hiring preference:

1) **General rule:** An employer that hires a storeman, watchman or a fireman-class IV shall give hiring preference to an employee who, because of his age (50 years or over) or a disability, is unable to practise his trade, specialty or occupation, provided he is able to perform the work requested.

An employer that hires a storeman, pursuant to the previous paragraph, shall choose an employee whose trade, specialty or occupation corresponds to that performed by the majority of the employees in its employment.

Regardless of the preceding paragraphs, the employer can assign to this position a construction employee who has sustained a work-related accident in its employment.

2) **Special rule: Insulator:** An employer that hires an employee whose main duty consists of seeing, on the job site, to the distribution and preparation of equipment or material for the insulator trade shall give priority in hiring to an insulator who, because of his age (50 years or over) or a disability, is unable to practise his trade, provided he is able to perform the work requested.

3) **Special rule: Electrician**: An electrician employer who has a storeman to distribute equipment or material used for electrical work shall employ at all times an electrician aged 50 years or over or an electrician who suffers from a disability and who is unable to ply his trade as an electrician, provided that such employee is able to perform the work requested. The employee shall be paid the electrician wage rate.

The application of this subsection shall not have the effect of laying off another employee already employed or forcing an employer to hire a storeman when it does not wish to do so.

The hiring preference provided for in this subsection applies only to the extent that it is compatible with the *Regulation respecting hiring and mobility*.

4) **Special rule: Millwright (industrial mechanic):** An employer that hires an employee whose duties consist in preparing, repairing and seeing to the distribution of equipment, material and tools for the millwright trade shall give hiring preference to a millwright who, because of his age (50 years or over) or a disability, is unable to practise his trade, provided he is able to perform the work requested. The application of this subsection shall not have the effect of forcing an employer to hire a second storeman when several trades are served by this employee.

5) **Special rule: Pipefitter and pipe welder:** An employer that hires a storeman assigned to distribute, among other things, equipment and tools used for pipefitting work, shall hire a pipefitter or a pipe welder and ensure that he is at least 50 years old or has a disability. The storeman shall be paid the rate recognized in the collective agreement for the pipefitter or pipe welder trade.

25.08 Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries: An employer shall provide free of charge a means of transportation that it has at its disposal, to the representatives of the majority union group so that they can meet with the employer's employees in locations that are inaccessible by regular vehicles. The use of such means of transportation shall correspond to regular job site operations.

The employer shall be notified at least 3 days in advance of such a request. Under the same conditions, the employer shall provide room and board to these representatives at a reasonable cost.

25.09 Electric power distribution lines and distribution stations: Hiring preference:

1) Hiring preference for employees assigned to such work shall be as specified in Subschedule "C" of Schedule "B".

2) Employees with 1,000 or more hours' work experience as linemen on electric power transmission lines, electric power stations and communication networks shall be ranked as 3rd class linemen for distribution work purposes once they have put in 1,000 hours on these jobs.

3) **Exclusive occupations: Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:**

a) An employer may not hire or assign an employee holding a journeyman competency certificate to perform the duties of lineman, lineman helper, trimmer, assembler, T lineman, T apprentice lineman or cable puller as specified in Schedules E-1, E-2, E-3 and E-4.

b) No one may claim a job in one of the disciplines specified in Paragraph a), unless he has logged hours in such a discipline with the Commission de la construction du Québec.

c) When there is a need for more workers: any new employee under Paragraph a) hereof shall have completed a vocational training course on power line installation or equivalent training.

25.10 Installation crew: Ironworkers: Erection and installation work shall be performed by a crew made up of at least 4 ironworkers and a group leader.

The preceding paragraph, however, does not apply to work performed with the help of a boom truck.

25.11 Directives: All directives shall be given to employees in French. Furthermore, any document that an employee must fill out, sign, or read shall be written in French.

25.12 Special rule: Crane operator in service of crane rental employer: Resource person: When the employer has 7 or more employees or 7 or more employees in a branch, the employees are entitled to appoint one of the employees to act as a resource person to discuss any problems related to the application of the collective agreement and employee health and safety.

25.13 Special rule: Diver: A diver shall be paid 85% of the wage rate for the first 2,000 hours recorded with the Commission de la construction du Québec (CCQ) as a diver under Code 752. For wage rate application purposes, such employee is considered a Diver, Class 2.

25.14 Special rule: Pipefitter, pipeline welder and distribution welder assigned to pipeline installation work on natural gas and oil transportation pipelines and natural gas distribution networks: Work crew composition as established by the employer shall be determined in cooperation with the representative of the majority union group.

25.15 Special rule: Reinforcing steel erector: The first-hand drop and installation of preassembled components such as beams, columns and slabs shall be performed with hoisting equipment, unless such components can be reasonably handled by an employee or by a crew consisting of no more than 4 employees.

25.16 Liability Clause: Neglect of insurance obligation and loss of driver's license:

a) When an employer neglects to insure the company vehicle used by an employee and the employee loses his driver's license as a result of such failure, the employer must compensate the employee for the following losses:

- wages
- fines
- expenses incurred in relation to the reinstatement of the driver's license

b) An employee must hold the license required to operate the vehicle of the employer assigned to him. He must notify the employer if his driver's license is suspended or cancelled.

25.17 Surveyor, Class 2: An employee as defined in Schedule B, Subschedule B, Subsection 21) shall be paid 85% of the surveyor wage rate.

When there is a worker shortage, any new employee as specified in the preceding paragraph shall be required to hold a diploma showing that he has undergone relevant training.

25.18 Special rule: Blaster-class 2, and driller-class 2: A blaster or driller shall receive 85% of such wage rate for the first 3,000 hours registered with the Commission de la construction du Québec (CCQ). This shall include all hours devoted to basic blaster training under code 622 or to basic driller training under code 696. For wage application purposes, such employee shall be considered a blaster-class 2 or a driller-class 2. The hours devoted to basic blaster training or basic driller training are included in the computation of the first 3,000 hours.

25.19 Special rule: Occupations: An employee entering the construction industry with an occupation competency certificate shall be paid 85% of the wage rate for the first 2,000 hours recorded with the (CCQ).

This article shall not apply to the occupational titles specified in Articles 1.01 25), 25.13, 25.17 and 25.18 as well as to pipeline welders, distribution welders, supply welders, pipe welders and gas fitters as well as the work specified in Schedules E-1, E-2, E-3 and E-4.

DIVISION XXVI

SAFETY, HEALTH AND WELFARE

26.01 Safety at work: An employer shall take all necessary measures to eliminate at the source any risk to the health, safety and physical integrity of its employees. The employer shall also take measures to assure the well being and health of its employees. To this end, the employer agrees to comply with and have its representatives comply with any regulation regarding work health and safety.

No employee may be forced to sign any document or clause of a rule drafted by his employer that would limit the employee's rights as recognized under occupational health and safety laws and regulations. Any such document shall be considered null and void.

26.02 Dangerous working conditions:

1) An employee is not obliged to work under conditions where the rules of safety as specified under the collective agreement and any laws and regulations are not observed, or under conditions where his health and safety and the health and safety of other persons are threatened.

2) In the case of the conditions specified in the preceding paragraph, the employee, the job site steward or the union representative shall inform the employer and the CNESST in order that appropriate measures be taken to remedy the situation.

3) No discriminatory or disciplinary measure may be taken against an employee because of his refusal to work under such conditions. When an employee so refuses, he is still considered to be at work. His employer may, however, transfer him to an available job that he is able to perform.

4) An employer may take such disciplinary measure as is required against any employee who refuses to comply with the safety rules specified under the agreement, and laws and regulations.

5) It is forbidden for an electrician to work on live equipment unless the proper equipment is used such as insulated pliers, rubber gloves, boots or low-cut boots, an insulating mat, or any other approved insulating method. This equipment shall be maintained in very good condition at all times.

Moreover, no electrician shall be obliged to work alone in a place where it would be impossible for help to reach him rapidly should he sustain an accident. He shall be accompanied by another employee of the same trade.

6) When an employee works alone in an isolated location where it is impossible for him to ask for help, the employer shall establish an effective intermittent or continuous surveillance method, in accordance with the *Safety Code for the Construction Industry*.

7) **Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:**

a) **General rule:** The employer shall not allow an employee to work alone in a place where it would be impossible for help to reach him rapidly should the employee sustain an accident.

b) **Underground lines:** During work in an access or transformation shaft, an employee shall be accompanied by another employee who stays outside the shaft, in the case of live-line work.

c) **Electric power transmission and distribution lines, electric power stations, communication networks and communication towers:** The group leader or the crew leader shall have at least 4 years experience in this kind of work.

8) **Vaccinations: Hepatitis A and Hepatitis B:** An employee assigned to repair, replacement or connection work involving sewers, or involving waste water or contaminated water, may be vaccinated against Hepatitis A and Hepatitis B. The cost of such vaccination shall be assumed by the employee's employer at the time of such vaccination, upon presentation of a receipt.

26.03 1) **General rule: Working under special conditions:** When an employee works in especially unclean conditions in factories in operation or boiler rooms, where fumes, carbon, dust and other unclean industrial conditions are present or installs heat-resistant or acid-resistant materials in these places and under these conditions, the employer shall supply overalls and grant such employee the time needed to wash up before the end of the working day up to a maximum of 30 minutes with pay each day. When an employee does not use this time to wash up, the employer is not required to pay him for such time.

This clause also applies to construction work carried out in conjunction with a factory in operation in a place where the employee is exposed to the same conditions as in the factory itself.

The expression "factory in operation" means a factory that is in operation or one that was in operation but whose operations have been temporarily suspended in whole or in part to allow construction work to be carried out.

In addition, the employer shall supply gloves to bricklayer-masons, boilermakers, roofers, reinforcing steel erectors, refrigeration mechanics, fire-protection mechanics, ironworkers and pipefitters who work in these places and under these conditions.

The employer is responsible for the cleaning of the overalls supplied to boilermakers, roofers and bricklayer-masons whenever it considers such necessary.

2) **Special rule: Electrician:** When such employee works in especially unclean conditions in factories in operation or boiler rooms, the employer shall grant him 15 minutes to wash up. When an employee has not been able to use these 15 minutes before the end of the working day, the employer shall pay the employee 15 minutes straight time in addition to the employee's day of work.

This clause also applies to construction work carried out in conjunction with a factory in operation in a place where the employee is exposed to the same conditions as in the factory itself.

The expression "factory in operation" means a factory that is in operation or one that was in operation but whose operations have been temporarily suspended in whole or in part to allow construction work to be carried out.

For work carried out under these conditions, the employer shall supply an electrician with gloves and overalls and shall be responsible for the cleaning of such.

3) **Special rule: Tinsmith:** When such employee works in especially unclean conditions in factories in operation or boiler rooms, where fumes, carbon, dust and other unclean industrial conditions are present or installs heat-resistant or acid-resistant materials in these places and under these conditions, the employer shall provide him with overalls and grant him the time needed for washing up before the end of the working day, up to 15 minutes with pay every day. If the employee does not use this period for washing up, the employer does not have to pay him for this period.

This clause also applies to construction work carried out in conjunction with a factory in operation in a place where the employee is exposed to the same conditions as in the factory itself.

The expression "factory in operation" means a factory that is in operation or one that was in operation but whose operations have been temporarily suspended in whole or in part to allow construction work to be carried out.

The employer is responsible for cleaning the overalls supplied to a tinsmith whenever it considers such necessary.

4) **Special rule: Millwright (industrial mechanic):** When such employee works in especially unclean conditions in hydroelectric power plants under repair, in factories in operation or in boiler rooms, where fumes, carbon, dust and other unclean industrial conditions are present or installs heat-resistant or acid-resistant materials in these places and under these conditions, the employer shall provide him with overalls and gloves adapted to the weather and grant him 30 minutes with pay to wash up before the end of the working day. The employer is responsible for the cleaning of the overalls.

26.04 1) a) **Work performed under special conditions: Insulator**: The employer shall supply overalls to insulators who use coatings or adhesives such as tar or fast-setting coatings, as well as cut and abrasion resistant gloves for those who work with foam glass or with metal objects with sharp edges.

The employee is responsible for the overalls and gloves supplied to him, and shall return them to the employer upon his departure or when it is necessary to replace them.

However, the employer does not have to provide the employee with more than 2 pairs of overalls per 6-month period of employment.

b) **Compensation for work clothes: Insulator:** The employer shall pay an insulator $0.40 for each hour worked on any job site in order to compensate the insulator for the purchase and maintenance of the overalls needed in the exercise of his duties. This amount is paid as compensation. It shall constitute a reimbursement for expenses incurred by such employee and may not be considered a monetary benefit for the employee.

The obligation to provide overalls as specified in Article 26.03 and Paragraph a) of this subsection does not apply. However, the employer shall supply gloves for work involving foam glass or metal objects with sharp edges.

2) a) **Spray painting and painting in unventilated areas:** An employer shall provide free of charge to an employee who performs painting work with a spray gun or painting work in an unventilated area a fresh air-current mask or cartridge-type mask (carefully chosen for the specific substance to be protected against and maintained in good sanitary condition).

In addition, the employer shall supply overalls free of charge to an employee who performs painting work with a spray gun.

b) **Spray painting and sandblasting work:** An employer shall grant any employee assigned to spray painting work or sandblasting work or such work using any other substitute, who has been in his service for 6 months, leave without pay of 1 day to allow him to undergo a lung test or a blood test to determine the level of lead in his blood. The employer agrees to use the means at its disposal to encourage and facilitate the employee's taking this test.

c) **Painting:** The employer shall supply free of charge to an employee who performs painting work, the wipes needed and effective cleaners that do not irritate the skin, as well as adequate masks and filters in accordance with the safety information sheets for the products used. Masks and filters shall also be supplied to employees doing sandblasting work on dry walls.

d) **Painting:** The employer shall grant to any employee assigned to painting work or sandblasting work or such work using any other substitute, the time needed, up to a maximum of 30 minutes, to wash up and clean his tools, within his standard work day.

3) **Bricklayer-mason:** For the laying of 10" concrete blocks (240 mm x 190 mm x 390 mm) or larger, as well as full blocks or any other blocks weighing more than 40 lbs. (18.144 kg), there shall always be 2 bricklayer-masons for such operation.

4) **Gypsum board installer:** Except when a job involves maintenance or repair work on a surface under 200 sq. ft., when the working position makes performance of the work difficult, the installation of gypsum boards shall be performed by a minimum of 2 employees, and when such boards measure more than 4 ft. X 8 ft. or weigh 70 or more lbs., and are installed at a height of 10 or more ft., such installation shall be performed by a minimum of 3 employees.

5) **Resilient flooring layer:** An employer shall supply free of charge to an employee assigned to resilient flooring laying work, an effective hand cleaner that does not irritate the skin.

Masks and filters shall also be supplied to an employee who is assigned to the application of materials containing noxious and corrosive epoxy.

26.05 Night work:

1) Any employee assigned to work alone on a job site at night outside the working hours stipulated under Division XXI shall be accompanied at all times by another employee of his trade, specialty or occupation.

2) No employee may work on a job site near any live equipment, material or wires for which he has not been provided with the necessary protective equipment.

26.06 Equipment:

1) **Employer's obligation:** The employer shall provide free of charge to the employee all personal and general protective methods and equipment as stipulated under a regulation or required by the employer. The employer shall also provide free of charge (if not specifically included in the special rules that follow), when working conditions so require, any necessary equipment such as: gloves, suits, rubber boots, etc. Otherwise, the employee is not obliged to work, and the employer may not exercise any disciplinary measures.

The personal protection equipment specified in this division shall be adapted to the female anatomy, where applicable.

1.1) **Work performed under special conditions: Surveyor, blaster, driller, labourer and general helper:** The employer shall supply overalls to a surveyor, labourer and general helper performing underground work and overalls adapted to climatic conditions to a blaster and a driller who operate a self-propelled rail-type or mobile drilling rig.

The employee is responsible for any clothes supplied to him, and shall return them to the employer upon his departure or when it is necessary to replace them.

The employer does not have to provide the employee with more than 4 pairs of overalls per 6-month period of employment. The employer is responsible for cleaning the overalls.

2) For welding, burning and fiberglass work, the employer shall provide free of charge to the employee all equipment, protective clothing and materials needed under any circumstances to safely carry out this kind of work.

2.1) **Special rule: Tinsmith:** For welding work related to the trade, the following equipment is supplied:

- welder's gloves.
- elbow pads, kneepads, a bolero or, as the case may be, a welder's jacket when required due to a difficult welding position.
- individual welder's safety helmet.

Also, for fiberglass work related to the trade, the following equipment is supplied free when needed:

- gloves, a mask, an apron or, as the case may be, overalls, kneepads and overshoes.

3) **Responsibility clause:** The employee is personally responsible for any loss, breakage, alterations or damage, whether wilful or due to negligence, that is sustained by the equipment he uses, when it is provided by the employer under this article.

4) **Restriction:** Subsection 1) shall not be interpreted as obligating employers to supply personal clothing that employees must provide for themselves to perform the duties related to their trade, specialty or occupation.

5) **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. This amount shall be $0.65 as of April 30, 2023.

Unless a hard hat and its accessories are provided, the employer shall pay the employee $0.05 for every hour worked, for meeting his obligation to supply hard hats.

5.1) **Special rule: Surveyor:** Unless it supplies the surveyor's calculator and jacket, the employer shall pay the employee $0.15 for every hour worked.

6) **Special rule: Bricklayer-mason, tile setter, carpenter-joiner, cement finisher, general helper (tile setter), plasterer and plasterer-joint pointer:** The employer shall pay such employee $0.75 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise.

7) **Special rule: Roofer:** The employer shall pay the employee $0.90 for every hour actually worked, for meeting his obligation to supply safety boots and hard hats and for excessive wear of work clothes.

8) **Special rule: Electrician:**

a) The employer shall pay the employee $0.60 for every hour for which the employee receives pay, for meeting his obligation to supply safety boots, overalls, gloves and safety goggles (in accordance with the *Safety Code for the Construction Industry*). This amount shall be $0.65 as April 30, 2023.

b) **Safety equipment**: The employer shall supply and clean free of charge, in addition to the above requirement, hard hats, fireproof suits adapted to the climate and any other safety clothes that it requires.

9) **Special rule: Tinsmith**: The employer shall pay the employee $0.75 for every hour actually worked, for meeting his obligation to supply safety boots, hard hat, overalls, gloves and safety goggles (in accordance with the *Safety Code for the Construction Industry*). This amount shall be $0.80 as April 30, 2023.

10) **Special rule: Reinforcing steel erector:** The employer shall pay the employee $1.35 for every hour actually worked, for meeting his obligation to supply a harness including two (2) energy absorbers, as well as a welding mask and its components, a safety belt and its components, safety boots, hard hats and their accessories, gloves, safety goggles and the safety harness protective sheath. Such safety equipment shall be in compliance with the *Safety Code*. This amount shall be $1.40 as April 30, 2023.

11) **Special rule: Refrigeration mechanic:** The employer shall pay the employee $0.65 for every hour for which the employee receives pay, for meeting his obligation to supply safety boots and hard hats.

12) **Special rule: Crane operator**: The employer shall pay the employee $0.70 for every hour actually worked, for meeting his obligation to supply safety boots, hard hat, gloves, overalls, safety goggles and sunglasses in accordance with the standards set by the Association des optométristes. This amount shall be $0.75 as April 30, 2023.

12.1) **Special rule: Security systems installer:** The employer shall pay the employee $0.45 for every hour actually worked, for meeting his obligation to supply safety boots.

Unless it supplies a safety helmet and its accessories, the employer shall pay an employee $0.05 for every hour actually worked, for meeting his obligation to supply a hard hat.

13) **Special rule: Electric power distribution lines (including pole installation work for distribution lines and telephone networks in combined active networks with electric power lines) and additions to existing electric power distribution, transformation and transmission stations:**

a) **Electric power distribution lines (including pole installation work):** In addition to the compensation provided for in Subsection 5) of this article, the employer shall pay the employee $1.25 for every hour worked. This amount is paid as compensation to cover the purchase of all fireproof clothing by the employee.

b) **Electric power stations:** In addition to the compensation provided for in Subsection 5), the employer shall pay the employee the amount of $1.25 for every hour worked. This amount is paid as compensation to cover the purchase of all fireproof clothing by the employee.

This compensation does not apply to the construction of a new electric power station, provided that the employee is assigned exclusively to such work for the whole term of the contract and such contract concerns only the construction of the new station.

When the employer's client requires that an employee wear full fireproof attire, Paragraphs a) and b) do not apply and the fireproof clothing shall be provided and cleaned by the employer.

This clause does not apply to electricians.

14) **Special rule: Fire-protection mechanic:** The employer shall pay the employee $0.60 for every hour actually worked, for meeting his obligation to supply safety boots. The employer shall supply the employee with a new hard hat.

15) **Special rule: Heavy equipment mechanic:** Unless bib overalls and overalls are provided, the employer shall pay the employee the amount of $0.05 for every hour worked. This amount shall be $0.10 as of April 28, 2024.

16) **Special rule: Ironworker:** The employer shall pay the employee $1.35 for every hour actually worked, for meeting his obligation to supply a harness including 2 energy absorbers (not including a fireproof harness and two energy absorbers for hot work), as well as a welding mask and its components, safety boots, hard hats and their accessories, gloves (not including welder's gloves), safety goggles and the safety harness protective sheath. Such safety equipment shall be in compliance with the *Safety Code*. This amount shall be $1.40 as of April 30, 2023.

17) **Special rule: Painter and painter-joint pointer:** The employer shall pay the employee $0.75 for every hour actually worked, for meeting his obligation to supply personal protection equipment such as safety boots, hard hat, gloves and overalls. This amount shall be $0.80 as of April 30, 2023.

18) **Special rule: Resilient flooring layer:** The employer shall pay the employee $0.85 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves, hard hats and their accessories, as well as safety goggles and kneepads. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be $0.90 as of April 30, 2023.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

19) **Special rule: Interior systems installer and employee assigned to installation of gypsum boards**: The employer shall pay the employee $0.75 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves, and hard hats and their accessories. The employer may require that it be identified on the employee's hard hat by its name, acronym or otherwise. This amount shall be $0.80 as of April 30, 2023.

Moreover, the employer, without being exempt from its obligation to pay the above amount, may require that its employees wear a hard hat that it supplies at its own expense.

20) **Special rule: Supply welder, distribution welder, pipeline welder, pipe welder and pipefitter**: The employer shall pay the employee $0.75 for every hour actually worked, for meeting his obligation to supply safety boots, a wind breaker and winter coat. The employer shall supply the employee with a hard hat free of charge.

21) **Special rule: Diver:** The employer shall pay the employee $1.50 for every hour actually worked in order to compensate such employee for the purchase and maintenance of diving equipment, including a drysuit, warm water suit, wetsuit (7 mm and 3 mm), booties for wet or drysuits, lead ankle weights, diving mask hood, drysuit undergarment, boots for warm water suit, knife, and carrying bag.

22) **Special rule: Operator as defined in Article 1.01, Subsection 25 with the exception of crane operators:** The employer shall pay the employee $0.75 for every hour actually worked, for meeting his obligation to supply safety boots, safety gloves, and hard hats and their accessories as well as safety goggles.

This amount shall be $0.80 as of April 30, 2023 and $0.85 as of April 28, 2024.

26.06.1 Compensation related to safety equipment: Compensation related to safety equipment shall constitute a reimbursement for expenses incurred by an employee for procuring the above safety equipment and may not be considered a monetary benefit for such employee.

26.07 First aid, accident victims and rehabilitation:

1) **First aid:**

a) On all construction sites, it is necessary to have at least the first aid equipment required under the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1) and the regulations adopted for its application. The principal contractor shall make known the name of the person responsible for providing first aid treatment and the location where first aid equipment is kept.

b) On all construction sites with more than 10 employees, the principal contractor shall ensure that at least 1 of its employees is able to give emergency first aid to employees injured on the job.

c) For this purpose, the employee so designated shall possess a first aid certificate from an organization recognized by the CNESST. The name of the person responsible for first aid and the location where first aid is offered shall be posted on the job site.

2) **Injured employee:**

a) Any employee who suffers an employment injury shall immediately report the accident to his employer.

b) The employer must record all employment injuries or incidents and promptly report such injury or incident in writing to the CNESST. A copy of said report is given to the employee.

c) An employee who, due to an employment injury, is unable to continue working shall receive the wages he would have normally received for the day in question. If the seriousness of his condition requires that he go to the hospital, he shall be accompanied by another person. When he incurs transportation expenses going to the hospital, they shall be paid by the employer or its insurer when they are not covered by the CNESST.

3) **Rehabilitation:**

a) Following an employment injury, the employer shall reintegrate the employee concerned into his position on the job site upon presentation of a medical certificate authorizing the employee to work, provided there is work available in his trade, specialty or occupation.

b) When an employee who has sustained an employment injury returns to work, the employer shall pay the employee's net wages for every day or part of a day in which he must leave work to receive medical care or for medical examinations related to his injury, or to undergo any activity in the framework of his individual rehabilitation plan.

Upon request, the CNESST shall reimburse the employer for the wages the employer has paid in accordance with the first paragraph hereof, unless the employee left work to undergo medical examinations required by his employer.

26.08 Rooms provided by the employer:

1) **Meal room:** An employer that hires at least ten (10) employees for more than seven (7) days shall provide a room for them to have their meals. This room:

a) must be adequately lit and ventilated.

b) must be heated to a minimum temperature of 21° C.

c) must always be kept clean.

d) must be equipped with hooks to hang clothing.

e) must be equipped with a sufficient number of tables and seats for the number of employees who are to have their meal at the same time.

f) must be equipped with covered garbage bins.

g) must not be used to store material, equipment or tools.

2) **Special rule: Divers:** An employer that hires at least three (3) divers for more than fifteen (15) days shall provide them with a room where they can change, and store their personal diving equipment.

This room:

a) must be adequately lit and ventilated.

b) must be heated to a minimum temperature of 20° C.

c) must always be kept clean.

d) must be equipped with hooks to hang diving clothing.

e) must not be used to store material, equipment or tools.

f) must comprise a minimum of five (5) square feet per diver.

g) must not be used as a meal room.

26.09 Special rule: Crane operator and shovel operator: Wire-type shovels and mobile cranes:

1) The operation of a wire-type shovel (non-hydraulic), having a capacity of more than $1^{1/2}$ cubic yards requires the services of a journeyman assisted by another journeyman or an apprentice. When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period.

1.1) The operation of a truck-mounted conventional crane (with the exception of "rough terrain" crawler-type cranes mounted on the body of a front-end loader):

a) having a capacity of 35 or more tonnes, requires the services of a journeyman assisted by another journeyman or an apprentice. When the second employee is a journeyman, he shall receive 85% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

b) **Exception: Pile setter:**

i) The operation of a conventional crane on caterpillar tracks with a capacity of 35 to 50 tonnes requires the services of a journeyman assisted by another journeyman or an apprentice.

The operation of a second crane on the same job site, may be performed by a journeyman without the assistance of another journeyman or an apprentice.

When other cranes are added on the same job site, the rule of 3 shall apply: the third crane requires the presence of 2 employees as with the first crane; the fourth crane may be operated by only 1 employee (journeyman) as with the second crane; the fifth crane requires 2 employees as with the first; etc., on an alternating basis.

ii) The operation of a conventional crane on caterpillar tracks with a capacity of over 50 tonnes requires the services of a journeyman assisted by another journeyman or an apprentice.

iii) When the second employee is a journeyman, he shall receive 85% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

2) The operation of a truck-mounted telescopic crane with a capacity of 48 or more tonnes requires the services of a journeyman assisted by another journeyman or an apprentice. This does not include the operation of a pneumatic crawler-type crane mounted on a front-end loader (rough terrain) or a mobile crane (picker), but does include all other types of cranes. When the second employee is a journeyman, he shall receive 85% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

However, the operation of a truck-mounted telescopic crane with a nominal capacity of 141 or more tonnes requires the services of a journeyman assisted by another journeyman when available, otherwise by an apprentice. When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

3) The operation of a conventional crane on caterpillar tracks with a capacity of 35 or more tonnes requires the services of a journeyman assisted by another journeyman or an apprentice.

When the second employee is a journeyman, he shall receive 85% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

4) The operation of a conventional crane mounted on a truck or on caterpillar tracks with a nominal capacity of 141 or more tonnes requires the services of a journeyman assisted by another journeyman when available, otherwise by an apprentice.

When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

5) The operation of a crane with a nominal capacity of 200 or more tonnes requires the services of a journeymen assisted by another journeyman when available, otherwise by an apprentice. When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade, and he shall receive the premiums specified in Article 23.15, but only during the assembly and dismantling of the crane. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period and shall not be entitled to the premiums provided for in Article 23.15.

6) The operation of a crane with a capacity of 100 or more tonnes, with a clamshell bucket, drag line bucket or dynamic compaction requires the services of a journeyman assisted by another journeyman when available, otherwise by an apprentice. When the second employee is a journeyman, he shall receive 100% of the wage rate for his trade. When the second employee is an apprentice, he shall receive the wage rate corresponding to his apprenticeship period. The second employee is not entitled to the premiums provided for in Article 23.15.

7) When the employer fails or refuses to provide a second employee as specified in the preceding subsections, the employee is not required to perform the work in question unless and until such time as the employer has met the requirements of this article. The employee may at no time be penalized or be subject to disciplinary or discriminatory measures because of his refusal to perform work under these circumstances.

8) **Crane rental employer and crane operator in service of pile setter:** When a crane operator, at the employer's request, must take a training course required by the client, he shall receive 50% of his wage rate, except when he is required to report to the job site with a crane or other piece of equipment, in which case, he shall receive his full wage rate.

26.10 **Special rule: Fire-protection mechanic**: In the event of bad weather, the employer shall supply adequate rainwear. Otherwise, the employee is not obliged to work and the employer may take no disciplinary measure.

26.11 **Electric power transmission and distribution lines, electric power stations, communication networks, communication towers and catenaries:**

1) **Shelter:**

a) The employer shall provide his employees with adequately heated shelters equipped with propane or electric heating.

These shelters shall be located at the work location, may be transportable and shall be equipped with plastic-top tables, benches, microwave ovens and generators to allow employees to eat their meals.

b) **Distribution lines and communication networks:** The employer shall provide his employees with an adequate shelter where they can eat their meals. Such shelters shall be near the work location, unless the employer provides transportation.

2) **Communication:** In isolated areas, the employer shall maintain well functioning radio or telephone contact at all times in order to get help quickly in case of an accident. Moreover, it shall provide every crew with a means of communication so they can request help in case of emergency. This subsection also applies when an employee must work alone in an isolated area.

3) **Well being:** The employer shall provide free of charge the necessary insect repellents and head nets to employees who work in places where they are exposed to mosquitoes.

4) a) **Study sessions:** Every month employers shall use a portion of the hours not worked because of work cancelled or stopped (Article 19.02) to hold study sessions on accident prevention, safety and first aid.

b) Regardless of Paragraph c) of Subsection 2) of Article 26.07, an employee who is the victim of a work-related accident and is unable to continue his work shall receive his usual pay for that day and the remuneration to which he is entitled under the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001). If the seriousness of his condition requires that he go to the hospital, he shall be accompanied by another person. If he incurs transportation expenses going to the hospital, they shall be paid by the employer or its insurer if the Commission de la santé et de la sécurité du travail (CSST) does not cover such expenses.

c) An employee who at the request of his employer must attend, during his employment period, a training course or information session as required for his work is entitled to his wage rate, to the provisions concerning social benefits, to compulsory annual vacation, statutory holiday and sick leave pay and to the application of Article 24.13, where applicable.

In addition, an employer that wishes to assign an employee to a job site and asks the employee to take orientation training to have access to the job site, shall pay the amounts specified in the preceding paragraph insofar as the employee reports to work at the agreed upon time. The time devoted to the orientation training shall be added to the employee's remuneration on his first pay check.

The provisions of Paragraph c) shall apply to information sessions and training sessions whether provided online or in person.

The same principal shall apply when such course or session is required by the employer's client.

The provisions of this article do not apply to the training requirement set forth in Section 7 of the *Regulation respecting the issuance of competency certificates*.

26.12 **Heavy equipment operator:** All roller compactors and bulldozers, that are over 48 in. wide, shall be equipped with a cab and heater system for work in cold weather. This provision shall not be applicable to rollers assigned to asphalt laying and road surfacing work.

26.13 **Communication methods:** During working hours, employers shall take the measures needed to ensure that employees can be quickly notified, when the latter cannot be reached directly, in the event of an emergency involving a member of their family.

26.14 **Sanitation facilities:** Employers shall provide sanitation facilities in compliance with the standards and conditions set forth in the *Safety Code for the Construction Industry*.

DIVISION XXVII

SPECIAL LEAVE

27.01 The provisions of "Section V.0.1 – Absences owing to Sickness, an Organ or Tissue Donation, an Accident, Domestic Violence, Sexual Violence or a Criminal Offence" and "Section V.1 – Family or Parental Leave and Absences" of "Chapter IV – Labour Standards" of the *Act respecting labour standards* (CQLR, c. N-1.1) that are applicable to an employee governed by the *Act respecting labour relations, vocational training and workforce management in the construction industry* (CQLR, c. R-20), as shown in Schedule Z-10 of this collective agreement, shall constitute an integral part of this collective agreement.

27.02 **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. The employer must take him back into its employment on the first working day following any special leave granted under this division, on the condition that there is work in his trade, specialty or occupation.

This article does not apply when an employee has received a layoff notice.

27.03 **Illness, accident, death, wedding and childbirth:** In addition to the special leave provided for in Article 27.01 of this division, every employee is entitled to leave without pay for the following reasons, with the burden of proof being incumbent upon the employee:

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

b) In the case of a serious accident or serious illness involving a member of his immediate family, whether his father, mother, brother, sister, spouse or child, for a maximum of three (3) days, or maximum of five (5) days in the case of an employee assigned to work on a remote job site, in the James Bay region, on a hydroelectric project north of the 55th parallel (including Great Whale), or on a job site with bunkhouses.

c) In the case of his own wedding, for five (5) days and the employer shall be notified at least five (5) days prior to the wedding.

d) In the case of the wedding of his father, mother or child, for a maximum period of two (2) days, and the employer shall be notified at least five (5) days prior to the event.

e) In the case of the death of his brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law or son-in-law, for a maximum of four (4) days, or a maximum of five (5) days for an employee assigned to work on a remote job site, in the James Bay region, on a hydroelectric project north of the 55th parallel (including Great Whale) or on a job site with bunkhouses.

f) In the case of the death of his father, mother, brother, sister, biological grand-parents, father-in-law or mother-in-law:

i. for a maximum of four (4) days, two (2) days of which shall be working days, where applicable, with pay, for an employee with fifteen (15) or more working days in the service of the same employer, or;

ii. for a maximum of five (5) days, two (2) days of which shall be working days, where applicable, with pay, for an employee assigned to work on a remote job site, in the James Bay region, on a project located north of the 55th parallel, or on a job site with bunkhouses.

In addition, one (1) standard work day and the equivalent of one (1) round-trip transportation expenses are paid to an employee with fifteen (15) or more working days in the service of the same employer, on presentation of adequate proof of death.

g) In the case of the death of his spouse or child:

i) for a maximum of six (6) days, two (2) days of which shall be working days, where applicable, with pay, for an employee with fifteen (15) or more working days in the service of the same employer.

ii) or a maximum of six (6) days, two (2) days of which shall be working days, where applicable, with pay, for an employee assigned to work on an isolated job site, a job site in the James Bay region, a job site located north of the 55th parallel or a job site with bunkhouses.

In addition, one (1) standard working day and the equivalent of one (1) round-trip transportation expenses shall be paid to an employee with fifteen (15) or more working days in the service of the same employer, on presentation of adequate proof of death.

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

27.05 **Juror:** When an employee is called upon to act as a juror, the employer shall grant him leave without pay each 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.

27.06 **Maternity, paternity and parental leave:** All employees are entitled to maternity, paternity and parental leave, in accordance with the terms and conditions set forth in the *Act respecting labour standards*, the provisions of which are reproduced in the following Subsections 1 to 22:

1) **Birth or adoption:** An employee may be absent from work for five (5) days for the birth of the employee's child or the adoption of a child, or when pregnancy is interrupted as of the twentieth (20th) week of pregnancy. The first 2 days of leave shall be with pay when the employee is credited with 60 days of continuous service.

   Such leave may be divided into days at the employee's request. It cannot be taken after 15 days have elapsed following the child's arrival at the residence of his father or mother, or following the interruption of the pregnancy, when such is the case.

   The employee shall notify the employer of such leave of absence as soon as possible.

2) **Paternity leave:** An employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, at the time of the birth of his child.

   The paternity leave shall begin at the earliest in the week in which the child is born and shall end no later than fifty-two (52) weeks after the week in which the child is born.

3) **Pregnancy:** An employee may take leave without pay for a medical examination related to her pregnancy or an examination related to her pregnancy performed by a midwife.

   The employee shall notify her employer as soon as possible of the time at which she must take such leave.

4) **Maternity leave:** A pregnant employee is entitled to maternity leave without pay for a maximum of 18 consecutive weeks, except when, at the employee's request, the employer consents to a longer maternity leave.

   The employee may schedule the maternity leave at her discretion, before or after the expected delivery date. However, when a maternity leave starts during the week of the delivery, this week shall not be taken into account in the calculation of the maximum period of 18 consecutive weeks.

5) **Late delivery:** When delivery occurs after the expected date, the employee shall be entitled to at least two (2) weeks of maternity leave following child delivery.

6) **Start of leave:** Maternity leave shall not start earlier than the beginning of the 16th week preceding the expected delivery date and shall not end later than eighteen (18) weeks following the week of delivery.

7) **Special maternity leave:** When there is a risk of a pregnancy being interrupted or a risk to the health of the mother or unborn child, arising in relation to the pregnancy, and requiring that the employee stop work, the employee shall be entitled to special maternity leave, without pay, for the length of time shown on the medical certificate attesting to the existing risk and giving the expected date of delivery.

   Where applicable, the said leave shall be considered to be the maternity leave specified in Article 4 hereof, as of the start of the fourth (4th) week preceding the expected delivery date.

8) **Interruption of pregnancy:** When a pregnancy is interrupted before the start of the twentieth (20th) week preceding the expected delivery date, the employee shall be entitled to special maternity leave, without pay, for a period of not more than three (3) weeks, barring a medical certificate attesting to the need to extend such leave.

   When a pregnancy is interrupted as of the twentieth (20th) week of pregnancy, the employee shall be entitled to maternity leave without pay for a maximum duration of 18 consecutive weeks, as of the week in which the event occurs.

9) **Notice to employer:** In the event of an interrupted pregnancy or premature childbirth, the employee shall, as soon as possible, give the employer notice in writing of the event that has occurred and the expected date of return to work, along with a medical certificate attesting to such event.

10) **Notice to employer:** Maternity leave may be taken following notice in writing of at least 3 weeks to the employer, giving the maternity leave starting date and the return-to-work date. This notice shall be accompanied by a medical certificate attesting to the pregnancy and the expected delivery date. Such medical certificate may be replaced by a written report signed by a midwife.

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

11) **Medical certificate:** As of the 6th week preceding the expected delivery date, the employer may require, in writing, that a pregnant employee who is still at work provide a medical certificate showing that she is fit to work.

    Should the employee refuse or fail to provide such certificate within 8 days, the employer may require that she take her maternity leave at that time and shall convey such notice to her in writing with an explanation.

12) **Medical certificate:** Regardless of the notice specified in Article 10, such employee may return to work before the expiry of her maternity leave. However, the employer may require that an employee who returns to work within 2 weeks of giving birth provide a medical certificate showing that she is fit to work.

13) **Parental leave:** The father or mother of a newborn child, and an employee who adopts a child are entitled to parental leave without pay of not more than 52 consecutive weeks.

14) **Start of leave:** A parental leave may start, at the earliest, as of the week in which the child is born, or in the case of adoption, the week in which the child is entrusted with the employee as part of an adoption procedure or the week in which an employee leaves his work to go outside Quebec to be entrusted with such child. This leave shall end not later than 70 weeks following childbirth or, in the case of adoption, not later than 70 weeks after the child has been entrusted with the employee.

    However, parental leave may, in the cases and under the conditions specified in a government regulation, end not later than 104 weeks following childbirth, or in the case of adoption, 104 weeks after the child has been entrusted with the employee.

15) **Notice to employer:** Parental leave may be taken after a minimum of 3 weeks' notice to the employer. Such notice shall give the starting date of the leave and the return-to-work date. Shorter notice may be given, however, when the presence of the employee is required for the newborn or newly adopted child, or where applicable, for the mother, due to their state of health.

16) **Leave reduction notice:** An employee may return to work before the date specified in the notice provided for in Subsections 10 and 15, after giving at least 3 weeks' notice in writing to the employer of the new date on which he will return to work.

    If the employer so consents, the employee may return to work on a part-time or intermittent basis during his parental leave.

17) **Presumption of resignation:** An employee who does not report to work on the return-to-work date specified in the notice to his employer is presumed to have resigned.

18) **Fractioning of leave:** At an employee's request, a maternity, paternity or parental leave may be divided into separate weeks if his child is hospitalized, or if the employee is entitled to leave as provided for under Section 79.1 or 79.8 of the *Act respecting labour standards* and in cases determined under a regulation, in accordance with the terms and conditions and the duration and time limits specified thereunder.

19) **Suspension of leave:** When the child is hospitalized during a maternity, paternity or parental leave, such leave may be suspended, further to an agreement with the employer, to allow the employee to return to work for the duration of such hospitalization.

    In addition, when an employee forwards to his employer prior to the date on which his leave is due to end, a notice accompanied by a medical certificate attesting to the fact that the state of health his child, or in the case of a maternity leave, the state of health of the employee so requires, the employee shall be entitled to an extension of the leave for the duration shown on the medical certificate.

20) **Group insurance and pension plans**: An employee's participation in the group insurance and pension plans that are recognized by his place of work shall not be affected by the employee's leave of absence, subject to the regular payment of the contributions payable under these plans and of which the employer assumes his usual share.

    The government shall stipulate, by regulation, the other benefits that an employee may be entitled to during maternity, paternity or parental leave.

21) **Reinstatement of employee:** At the end of a maternity, paternity or parental leave, the employer shall reinstate such employees into their regular job with the same benefits, including the wage to which they would have been entitled had they remained on the job.

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

22) Sections 79.5 and 79.6 of the *Act respecting labour standards* shall apply to maternity, paternity and parental leave, with the necessary adaptations.

DIVISION XXVIII

SOCIAL BENEFITS (FRINGE BENEFITS)

28.01 **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.

28.02 **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.

28.03 **Employer and employee contributions:**

1) **Group providence fund:** It will be possible to reduce equally the employer and employee contributions to the group providence fund further to the efforts of the work group specified in Schedule "W".

a) **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 employer contribution for every 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 as 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.

b) **Employee contribution:** As of the effective date of the collective agreement, the contribution to the group providence fund by each employee concerned shall be $0.25 per hour worked.

The contribution 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 as 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.

2) **Pension fund:**

a) **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 employer contribution 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 as 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.

b) **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 employer contribution 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 as 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.

c) **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.

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

In such case, however, the employer's contribution shall correspond to the contribution established under Article 28.03, 1) a) and 2) a) and b). For its part, the employee contribution specified under Article 28.03 1) b) shall be replaced by the contribution established under the *Canadian Elevator Industry Welfare Plan* and the contribution specified under 28.03 2) c) shall be replaced by the contribution established under the *Canadian Elevator Industry Pension Plan*.

28.05 **Special rule: Electrician and security systems installer:** The employer and employee contributions paid to the social benefits plans (fringe benefits plans) for electricians and security systems installers (journeymen and apprentices) are as follows:

Article 28.03 shall apply to electricians and security system installers. Article 28.03 may not be changed as it pertains to them, without their authorization in writing.

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 28.03 2), 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 28.03 2), 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.

In 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 a maximum of 18% of the sum of an 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 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 28.01.

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.

28.06 Contributions: Special rule:

1) **Bricklayer-mason:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.19 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount shall serve to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman and an apprentice is 8.2% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 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 contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

2) **Insulator:**

a) The employee contribution deducted from the wages of a journeyman is 9% of his wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 9.5% as of May 1, 2022 and 10% as of April 30, 2023.

b) The employee contribution deducted from the wages of an apprentice is 8.5% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 9% as of May 1, 2022.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

3) **Tile setter and general helper (tile setter):**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman, apprentice and general helper (tile setter) is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.19 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount shall serve to create a complementary group insurance plan for the tile setter trade and general helper (tile setter) occupation through the setting up of a supplemental insurance fund for such plan.

c) 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 for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 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 contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

4) **Carpenter-joiner:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.17 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount shall serve to create a complementary group insurance plan for the carpenter-joiner trade through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman and an apprentice 9% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

5) **Boilermaker:**

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

b) The employee contribution deducted from the wages of an apprentice is 9% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

6) **Cement finisher:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.19 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount shall serve to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman and an apprentice is 8.2% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 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 contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

7) **Roofer:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus 1.5% of the roofer journeyman daytime wage rate minus $0.145 for every hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount shall serve to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

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

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

8) **Tinsmith:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.25 per hour worked. This additional amount is paid into the supplemental insurance fund.

Due to the contribution holiday for the contribution to the welding qualification fund, as specified in Article 25.06 5) a), the employer shall pay an additional $0.01 per hour worked during the term of this collective agreement.

b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

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

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

9) **Reinforcing steel erector:**

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

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

10) **Refrigeration mechanic:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus 1.5% of the journeyman wage rate minus $0.10 for every hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

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

d) The employee contribution deducted from the wages of an apprentice is 8.25% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 9% as of May 1, 2022.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

11) **Crane operator:**

a) The employee contribution deducted from the wages of a journeyman and an apprentice is 8% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

12) **Elevator mechanics not governed by the *Canadian Elevator Industry Welfare Plan* and *Canadian Elevator Industry Pension Plan*:**

a) The employee contribution deducted from the wages of a journeyman and apprentice is 8.75% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 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 contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

13) **Millwright (Industrial mechanic):**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus 1.5% of the millwright-journeyman wage rate minus $0.207 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

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

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

14) **Fire-protection mechanic:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus 1.5% of the journeyman wage rate minus $0.10 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman is 9% of his regular wage rate for every 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 8.25% of his wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 9% as of May 1, 2022.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

15) **Ironworker:**

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

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

16) **Erector-mechanic (glazier):** The employee contribution deducted from the wages of a journeyman and an apprentice is 9% of his wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

17) **Operator as defined in Article 1.01, Subsection 25), except for crane operators:**

a) The contribution paid by the employer to the group providence fund (insurance) for such employees is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.50 per hour worked. This additional amount is paid into the supplemental insurance fund.

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

c) The employee contribution deducted from the wages of an operator as defined in Article 1.01, Subsection 25), except for crane operators, is 8% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

18) **Painter and painter-joint pointer:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and an apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.15 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for the painter and painter-joint pointer trade through the setting up of a supplemental insurance fund for such plan.

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

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

19) **Plasterer and plasterer-joint pointer:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman and apprentice is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.19 per hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for this trade through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of a journeyman and an apprentice is 8.2% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 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 contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

20) *(rescinded)*

21) **Resilient flooring layer:** The employee contribution deducted from the wages of a journeyman and an apprentice is 8% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 8.5% as of May 1, 2022 and 9% as of April 30, 2023.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

22) **Interior systems installer:** The employee contribution deducted from the wages of a journeyman and an apprentice is 7.5% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 8% as of May 1, 2022, 8.5% as of April 30, 2023 and 9% as of April 28, 2024.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

23) *(rescinded)*

24) **Pipefitter and pipe welder, including pipeline, distribution and supply welder:**

a) The contribution paid by the employer to the group providence fund (insurance) for a journeyman, apprentice and pipe welder, including a pipeline, distribution and supply welder, is as specified in Article 28.03, Subsection 1), Paragraph a), plus 1.5% of the wage rate for the journeyman or pipe welder, as the case may be, for every hour worked. This additional amount is paid into the supplemental insurance fund.

b) The employee contribution deducted from the wages of a journeyman and pipe welder, including a pipeline, distribution and supply welder, is 9% of his regular wage rate for every 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 for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 4.5% as of May 1, 2022, 5% as of April 30, 2023 and 5.5% as of April 28, 2024.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first and second paragraphs hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

25) **Various occupations**:

a) The contribution paid by the employer to the group providence fund (insurance) for a pump and compressor operator, heavy equipment serviceman and tire and body repairman is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.50 for every hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for the employees specified in the preceding paragraph through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of a pump and compressor operator, heavy equipment serviceman and tire and body repairman is 9% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

26) **Occupations:**

a) The contribution paid by the employer to the group providence fund (insurance) for employees plying an occupation, with the exception of those specified in the preceding subsection, is as specified in Article 28.03, Subsection 1), Paragraph a), plus $0.50 for every hour worked. This additional amount is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for the employees specified in the preceding paragraph through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of an employee plying an occupation, with the exception of those specified in the preceding subsection and with the exception of a watchman and a clerk, is 9% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

The employee contribution deducted from the wages of a watchman and a clerk is 5% of his regular wage rate per hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay. This percent is increased to 5.5% as of May 1, 2022, 6% as of April 30, 2023 and 6.5% as of April 28, 2024.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the preceding paragraphs shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

27) **Employees specified in Schedules E-1, E-2, E-3 and E-4, with the exception of electricians:**

a) The contribution paid by the employer for all employees specified in Schedules E-1, E-2, E-3 and E-4, with the exception of electricians, is increased by $0.50 per hour worked and is paid into the supplemental insurance fund.

b) This amount serves to create a complementary group insurance plan for the employees specified in Schedules E-1, E-2, E-3 and E-4, with the exception of electricians, through the setting up of a supplemental insurance fund for such plan.

c) The employee contribution deducted from the wages of an employee specified in Schedules E-1, E-2, E-3 and E-4, with the exception of electricians and watchmen, is 9% of his regular wage rate for every hour worked plus compulsory annual vacation pay, statutory holiday pay and sick leave pay.

This employee contribution shall include the contribution specified in the first paragraph of Article 28.03, 2) c).

Where applicable, the employee contribution as stipulated in the first paragraph hereof shall be adjusted through the application of the second paragraph of Article 28.03, 2) c).

28) **Consolidation of complementary insurance plans:** At any time, a complementary insurance plan created under Article 28.01 may be consolidated with one or a number of other complementary insurance plans and a supplemental insurance fund for these consolidated plans shall be set up.

28.07 Special rule: Electrician and security systems installer:

a) **Electrician and security systems installer:** In addition to the employer's contribution as specified under Article 28.05 for a journeyman and apprentice electrician and security systems installer, the amount of $0.213 for every hour worked shall be paid into the supplemental group providence fund.

b) **Electrician:** When provided for under Article 25.06, Subsection 3), Paragraph a), $0.01 per every hour worked shall be added to the employer's contribution as paid in accordance with Article 28.05, for a journeyman and apprentice electrician. This amount is paid into the supplemental group providence fund.

DIVISION XXIX

PRIORITY OF THE FRENCH TEXT

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

DIVISION XXX

FORBIDDEN PRACTICES

30.01 Production slowdown: No association of employees, no executive, steward, business agent or representative of such association and no employee may order, encourage or support a strike or work slowdown during the term of the collective agreement or take part in such strike or work slowdown.

30.02 Meetings on job site: An employees' association shall hold no meeting of its members on the job site without the employer's consent.

30.03 **Strikes and lockouts:** Strikes and lockouts are prohibited during the term of the collective agreement.

30.04 **Acts by those governed:** No association of employees, no person acting in the interest of such an association or in the interest of a group of employees, and no employer may act in such a way as to contravene this collective agreement or any law or regulation governing the construction industry.

Accordingly, no provision of this collective agreement may be interpreted as allowing any forbidden practice or the breaching of any law or regulation.

DIVISION XXXI

SPECIAL COMPENSATION FUND

Section XXXI is rescinded.

DIVISION XXXII

CONSTRUCTION INDUSTRY WORKERS TRAINING FUND

Section XXXII is rescinded.

DIVISION XXXIII

TERM AND VALIDITY OF THE COLLECTIVE AGREEMENT

33.01 **Term:** This collective agreement shall come into effect on August 1, 2021 and shall expire on April 30, 2025.

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

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

33.03 **Compliance with the collective agreement**: This agreement constitutes a minimum and a maximum regarding monetary and non-monetary working conditions. Any express or tacit renunciation of the provisions of this collective agreement shall be considered null and void and shall in no way constitute justification by the employer of an employee who has not benefited from these provisions.

In the case of pipeline installation work for natural gas and oil transportation pipelines and for natural gas distribution networks, the parties recognize that the employers have long applied working conditions proper to pipefitters, sideboom tractor operators and pipe welders (pipeline and distribution specialty) given the particular qualifications of these employees. As a result of this established practice and regardless of the preceding paragraph, this article shall not prohibit an employer from granting the employees concerned additional monetary and non-monetary working conditions not provided for in the collective agreement.

33.04 **Terms and conditions maintained:** Upon the expiry of the collective agreement, each and every of the terms and conditions of the collective agreement so expired shall be maintained insofar and as long as there is no work slowdown or stoppage, whether or not officially launched or ordered. In the case of a work slowdown or stoppage, the working conditions shall no longer apply to the trades, specialties and occupations having started, ordered or taken part in such work slowdown or stoppage. This clause shall be no longer in force and shall be considered null and void upon the signing of a new collective agreement by the authorized negotiating parties.

DIVISION XXXIV

INTERPRETATION COMMITTEE AND PRELIMINARY PROCEDURE PRIOR TO AN INTERPRETATION GRIEVANCE

34.01 **Mandate:** For the purpose of avoiding an interpretation grievance as provided for in the second paragraph of Section 62 of Act R-20 and in view of the signatory parties' desire to uphold the true spirit of the provisions of the collective agreement, it is hereby agreed to set up a joint committee whose mandate is to deal with disputes over the interpretation of the collective agreement.

34.02 **Composition of the committee:** The committee is made up of a maximum of 10 members: 5 designated by the ACRGTQ and 5 designated by the signatory representative associations. It is agreed that when an interpretation dispute concerns the application of a special clause, a union representative from the trade or occupation concerned shall have the right to be present. The Commission de la construction du Québec shall ensure technical, research and analytical support for the committee.

34.03 **Submitting a dispute:** An employer, the ACRGTQ or a representative association may submit an interpretation dispute in writing to the committee.

The written notice must be sent in writing to the Commission's Application of Collective Agreements Directorate, which shall advise the signatory parties thereof within 48 hours of its receipt.

The committee must meet within 5 working days of receiving notice from the Commission de la construction du Québec. If the committee does not meet within this time limit, it shall then be possible to ask the Commission for authorization to have recourse to an interpretation grievance as provided for in Article 11.02.

34.04 **Procedure:** The parties to the interpretation dispute may, prior to the meeting, submit to the committee any documents or information needed to examine the dispute.

The committee must then interpret the provisions of the collective agreement on which the dispute is based. In doing so, it may use the services of any person able to assist it in settling the dispute.

34.05 **Decision-making procedure:** When the committee agrees on an interpretation of the provisions of the collective agreement, it shall draft a notice to this effect. This notice shall then be conveyed to the Commission de la construction du Québec.

When the committee does not reach such an agreement, a notice to this effect shall be conveyed to the Commission de la construction du Québec. At this point, any of the parties may then ask the Commission de la construction du Québec for authorization to have recourse to an interpretation grievance as provided for in Article 11.02.

34.06 **Preliminary step:** Subject to the third paragraph of Article 34.03, the procedure provided for in this division shall constitute a preliminary step prior to the authorization request to the Commission de la construction du Québec in accordance with the second paragraph of Section 62 of Act R-20.

SCHEDULE A

Greater Montreal Region: Comprises the counties of the Island of Montreal, Île Jésus, Chambly, part of the counties of Verchères and Laprairie.

It includes the cities and towns of Boucherville, Carignan, Chambly, Greenfield Park, Laflèche, Lemoyne, Longueuil, Saint-Basile-le-Grand, Saint-Bruno-de-Montarville, Saint-Hubert, Saint-Lambert, Laval, Anjou, Baie d'Urfée, Beaconsfield, Côte-Saint-Luc, Dollard-des-Ormeaux, Dorval, Hampstead, Île-de-Dorval, Kirkland, Lachine, LaSalle, Montreal, Montréal-Est, Montréal-Nord, Mount-Royal, Outremont, Pierrefonds, Pointe-aux-Trembles, Pointe-Claire, Roxboro, Sainte-Anne-de-Bellevue, Sainte-Geneviève, Saint-Laurent, Saint-Leonard, Saint-Pierre, Verdun, Westmount, Brossard, Candiac, Delson and La Prairie, the municipalities of Varennes, Verchères, Senneville, Saint-Amable, Sainte-Anne-de-Varennes, Saint-François-Xavier-de-Verchères, Sainte-Julie, Saint-Marc, Sainte-Théodosie-Calixa-Lavallée, Saint-Jean-de-Dieu, Saint-Raphaël-de-l'Île-Bizard, Notre-Dame, Sainte-Catherine-d'Alexandre-de-Laprairie, Saint-Constant, Saint-Isidore, Saint-Mathieu, Saint-Philippe, Huntington, Châteauguay, Châteauguay-Centre, Léry, Mercier, Beauharnois, Maple-Grove, Salaberry-de-Valleyfield, Dorion, Vaudreuil, Ormstown, Melocheville, Saint-Timothée, Terrasse-Vaudreuil, Deux-Montagnes, Oka-sur-le-Lac, Saint-Eustache and Oka, and the area of the Sainte-Scholastique airport bordering the district of the municipality of Sainte-Scholastique but not comprised in the district of such municipality.

Quebec City Region: As defined in the Construction Industry Decree **(**O.C. 1287-77 of April 20, 1977).

SCHEDULE B

SUBSCHEDULE A

DEFINITIONS OF EXCLUSIVE OCCUPATIONS FOR THE ENTIRE CONSTRUCTION INDUSTRY

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

This principle, however, does not apply to the following occupations as regards work related to electric power transmission and distribution lines, electric power transformer stations or communication networks.

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

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

The occupations deemed exclusive are as follows:

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

2) **Labourer (Underground worker):** Anyone who carries out construction work on tunnels, excluding open-air 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* and blaster, driller and surveyor duties. Such construction is considered to be finished when the removal of the concrete casing or the timbering is completed, where concrete casing or timbering is required.

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

4) **Pipeline labourer:** Anyone who performs the following work:

   a) Detecting underground pipes with the necessary equipment.

   b) Helping with work performed by a swamper, excluding the alignment and spacing of pipes.

   c) Maintaining the grade of a trench.

   d) Operating a mechanical saw.

   e) Performing the duties of the auger toolman.

   f) Rough-edging rock on dangerous surfaces.

   g) Working as a helper on fuel trucks.

   h) Directing job-site traffic.

   i) Operating a sand, water or concrete jet (nozzleman).

   j) Operating a jack hammer.

   k) Operating water pumps, except for those used by a pipefitter or pipe welder.

   l) Polishing piping prior to applying a covering, and closing it as it is being applied to ensure a consistent wrapping.

   m) Working as a drill operator helper.

SCHEDULE B

SUBSCHEDULE B

DEFINITIONS OF COMMON OCCUPATIONS FOR THE ENTIRE CONSTRUCTION INDUSTRY

1) **Steam boiler fireman:** Anyone who supervises the operation of any stationary heating or engine equipment governed by the *Stationary Engineman Act* (R.S.Q., c. M-6) and its regulations.

2) **Generator operator:** Anyone who supervises the operation of stationary internal combustion diesel engines governed by the *Stationary Engineman Act* and its regulations.

3) **Watchman:** Anyone who performs general watch duties on a construction site for the purpose of ensuring the protection of property and the security of persons.

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

5) **Storeman:** Anyone who:

   a) Checks in, stores and distributes materials, supplies, tools and equipment.

   b) Sees that tools and equipment are properly maintained, without having to repair them.

   c) Checks to see that goods received match requisitions and invoices.

   d) Keeps a permanent stock record of outgoing and incoming supplies.

6) **Clerk:** Anyone who does clerical work on a construction site such as:

   a) Checking employees' arrival and departure times.

   b) Computing work hours.

7) **Labourer:** Anyone who performs work not belonging to skilled tradesmen, apprentices, classified workmen or general helpers.

7.1) **Decontamination labourer**: Any person assigned to decontamination work on a building or other structure due to the presence of asbestos, mildew, beryllium or animal excrement and any person assigned to soil decontamination work that requires wearing a ventilation-assisted mask or continuous fresh air current or positive pressure mask.

7.2) **Masonry labourer**:

   a) Performs various tasks related to the masonry trades (bricklayer-mason, cement finisher and plasterer), including:

      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 work.

8) **General helper:** Anyone who:

   a) 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 in rolls, but excluding work related to concrete finishing, and to the installation and assembly of metal rods (reinforcing steel).

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

   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 used in the laying and repairing of paved surfaces, uses a smoother asphalt iron and operates a small roller weighing less than 1 tonne.

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

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

g) Operates a platform scale for weighing truck loads.

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

i) Applies caulking.

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

k) Installs galvanized steel and concrete pipes used for draining roads.

l) Installs water supply and sewage mains and their connections in relation to public highways and roadways.

m) 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.

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

o) Applies urethane.

p) Operates a power saw.

q) Operates a pump with a nominal diameter of less than 6 inches.

9) **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.

10) **Hoisting equipment operator:** Anyone who operates a hoist or any other stationary or mobile vertical hoisting equipment with one or more drums.

11) **Truck driver:** Anyone who drives any type of truck.

12) **Pump and compressor operator**: Anyone who:

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

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

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

13) **Stationary or portable mixing plant operator:** Anyone who, on a job site:

a) Operates and maintains a concrete, asphalt or aggregate mixing plant and who also drives and operates truck-mounted concrete mixing plants, except for ready-mix truck operators.

b) Supervises the operation of a machine used to crush stone, rock and other similar materials.

c) Monitors and regulates materials being fed into the crusher to prevent jamming.

d) Stops and clears the machine, as needed.

e) Adjusts accessories to control and vary gravel and stone sizes.

f) Controls the machine's output.

g) Oils, cleans and maintains his machine to ensure optimum operational performance.

14) **Pipe welder:** Anyone who:

a) Performs pipe welding work pursuant to the *Act respecting pressure vessels* (R.S.Q., c. A-20.01) and its regulations.

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

15) **Welder:** Anyone who does any type of welding other than the work specified in the pipe welder definition.

16) **Gas fitter**: Anyone who makes connections to the main line, installs equipment such as meters and regulators and performs building connection tests for work related to gas and oil distribution.

17) **Supply welder, pipeline welder and distribution welder**: Anyone who performs pipe welding work in accordance with CSA Standards Z-183 and Z-184.

18) **Heavy equipment serviceman**: Anyone who, on a job site, repairs compressed air motors and pneumatic tools such as hammers, drills, chisels and boring tools, and who installs belts, wipers and headlamps.

19) **Tire and body repairman:** Anyone who, on a job site, installs and repairs tires and does body work on heavy equipment.

20) **Instrument man (surveyor):** Anyone who, using surveying instruments, plans or software, provides:

i) alignments.

ii) construction axes.

iii) elevations and survey points on a piece of land or on a structure that are necessary to the performance of construction work.

The surveyor job description also comprises the production of drawings, the computation of volumes relating to concrete quantities, excavations, excavated material, embankments and the planning of coordinated concrete pouring, but only when performed at the site of the execution of these operations, with the exception of the person who exclusively and only performs the duties specified in this paragraph (calculator).

21) **Surveyor, Class 2:** Any employee who performs the duties specified in Subsection 20), who possesses a relevant diploma or training that is recognized by the Commission de la construction du Québec (CCQ) and has obtained his competency certificate after May 1, 2007.

An employee shall be considered a Surveyor, Class 2, for the first 4,000 hours of surveying work recorded with the Commission de la construction du Québec (CCQ).

SCHEDULE B

SUBSCHEDULE C

DEFINITIONS OF EXCLUSIVE OCCUPATIONS (ARTICLE 25.09 3 A) AND OCCUPATIONS SPECIFIC TO ELECTRIC POWER TRANSMISSION AND DISTRIBUTION LINES, ELECTRIC POWER STATIONS, COMMUNICATION NETWORKS, COMMUNICATION TOWERS AND CATENARIES:

Electric power transmission lines, electric power stations and communication towers:

1) **Lineman, 1st class:** An employee who, under the general supervision of a group leader or crew leader with this occupational title, performs, if he has the required physical fitness, all duties necessary to the construction, dismantling, and maintenance (including painting) of electric power transmission lines and stations, and communication towers, such as, but not limited to:

Installing busbars, circuit breakers, switches, transformers (including outgassing) and capacitors, as well as other station equipment; aerial work on live or dead circuits using hot-line tools, as needed; assisting the group leader or crew leader with crew work; and supervising, as needed, the work of any employee of lower classification.

He may also dig holes and install poles, pull underground cables, drive trucks, operate equipment related to his duties and install and remove street lamps when the latter are located on poles and near the electric power network.

A 1st class lineman is classed as such once he has 6,000 hours of experience including the total number of hours in the recognized training course.

2) **Lineman, 2nd class:** An employee who, under the general supervision of a group leader or a crew leader with this occupational title or a 1st class lineman, performs, if he has the required physical fitness, all duties listed in the definition of a 1st class lineman.

A 2nd class lineman is classed as such once he has 4,000 hours of experience or has completed the recognized training course and has 3,300 hours of experience. A 1st class "distribution" lineman and a T lineman are also classed as 2nd class linemen.

3) **Lineman, 3rd class:** An employee who, under the general supervision of a group leader, crew leader or 1st class lineman, assists, if he has the required physical fitness, a 1st or 2nd class lineman in his work.

A 3rd class lineman is classed as such once he has 2,000 hours of experience. A 2nd class "distribution" lineman and an apprentice T lineman are also classed as 3rd class linemen.

4) **Lineman, 4th class**: An employee who, under the close supervision of a 1st or 2nd class lineman, has the required trade knowledge and physical fitness to assist, and does assist linemen in the carrying out of their work, with a view to becoming more highly skilled and experienced and qualifying as a 3rd class lineman.

   A 3rd class "distribution" lineman is also classed as a 4th class lineman.

5) **Lineman helper (groundman):** An employee who, under the supervision of a group leader, crew leader or lineman, has the required trade knowledge and physical fitness to perform and does perform all ground-level work necessary to the construction, dismantling or maintenance of electric power transmission lines and electric power transformer stations.

   When a 3rd class lineman, 4th class lineman or lineman helper (groundman) performs line assembler duties, he shall be paid the line assembler wage rate.

6) **Assembler (line):** An employee who assembles, at ground level, the constituent parts for the framework of electric power transmission lines, of electric power stations and of communication towers.

6.1) **Apprentice assembler (line):** Employee who assembles, at ground level, the constituent parts for the framework of electric power lines, of electric power stations and of communication towers. He is classed as such for the first 2,000 hours performing this work or the recognized training course and 1,500 hours performing this work.

7) **General helper (lines):** An employee who carries out work that does not come under the scope of the jobs described in Subsections 1), 2), 3), 4), 5), 6), 10), 16), 17), 18) and 20), as pertaining to electric power transmission lines, electric power stations and communication towers.

8) **Heavy equipment mechanic:** An employee who, under the general supervision of a group leader or crew leader, carries out all repair work on power-driven or mechanical equipment.

9) **Carpenter-joiner**: An employee who, under the supervision of a group leader or crew leader, performs all carpentry work related to this industry.

10) **Heavy equipment and/or heavy machines operator:** Employee whose work consists of driving or operating any heavy equipment. An employee who operates a vehicle or piece of equipment with a gross weight of more than 26,000 pounds (13 tonnes), or any employee who operates a telescopic-boom truck with hoisting capacity of 10 or more tonnes.

11) **Operator, medium-weight machines:** An employee who operates a vehicle or piece of equipment with a gross weight of 10,000 to 26,000 pounds (5 to 13 tonnes).

12) **Operator, light machines:** An employee who operates a vehicle or piece of equipment with a gross weight of 2,000 to 10,000 pounds (1 to 5 tonnes).

13) **Rock driller (general helper):** This term is included in Schedule "B", Subschedule "A".

14) **Communication tower:** Any tower made of steel or other material that is used for the transmission of communication waves.

15) **Trimmer**: An employee whose work consists of cutting down and trimming obstructing trees.

16) **Cable puller:** An employee assigned to pulling cables placed in conduits or trenches.

17) **Underground cable splicer:** An employee whose work consists of splicing electric cables in an underground electric power transmission network.

18) **Fibre optics splicer (fuser)**: An employee whose work consists of splicing and fusing fibre optic cables in accordance with construction plans and methods in effect.

19) **Pile setter:** An employee assigned to pile driving work.

20) **Puller and/or tensioner operator:** An employee who operates a mechanical, hydraulic or electric-powered traction-winding cable puller and/or tensioner.

Note: The only hours that shall be considered hours of experience under subsections 1), 2) and 3) hereof, are hours recorded with the CCQ under the following codes: 725, 727, 729, 730 and 605.

Hours recorded with the CCQ as an assembler or an apprentice assembler are also considered, but only after the employee has taken the recognized training course.

Distribution lines and catenaries:

1) **Lineman, 1st class:** Any employee assigned to construction, dismantling, painting and maintenance work on distribution lines, stations, and catenaries who, under the general supervision of a group leader or a crew leader with this occupational title, carries out complex operations such as: properly sagging conductors; installing clamps and hardware; inspecting and painting structures, conductors and insulators; making joints; erecting wooden, galvanized steel and other types of structures; and installing busbars, circuit breakers, switches, transformers and capacitors, as well as other station equipment. The term also means anyone who performs aerial work on live or dead circuits using hot-line tools, as required, and who assists the group leader or crew leader in crew work.

   He may also dig and install poles, pull underground cables, drive trucks, operate equipment related to his job, and install and remove street lamps when the latter are located on poles and near the electric power network.

   The 1st class lineman is classified as such once he has logged 7,000 hours of experience including the total number of hours in the recognized training course, unless the classification committee decides otherwise. He may be hired and paid as a 2nd class lineman. The employer shall give hiring preference to an employee with over 10,000 hours of experience recorded with the CCQ, and then in descending order from 10,000 to 7,000 hours.

   He benefits from hiring preference over any other employee of inferior classification and/or qualification when the employer needs personnel to do the above work or when personnel is laid off, on the basis of the placement region where the work is being carried out.

2) **Lineman, 2nd class:** Anyone who works under the general supervision of a crew leader, group leader or 1st class lineman and carries out the work described in Subsection 1). He is classified and paid as such as soon as he has a minimum of 4,500 hours of experience or the recognized training course and 3,800 hours of experience in the above work, unless the classification committee decides otherwise.

   The 2nd class lineman benefits from hiring preference over any other employee of inferior classification and/or qualification when the employer needs personnel or when personnel is laid off, on the basis of the placement region where the work is being carried out and on the condition that there are no more 1st class linemen available and willing to work in the region where the work is being carried out. He may also do the job of a 3rd class lineman as well as any other groundwork, but he may never be paid less than the wage rate for the 2nd class lineman.

3) **Lineman, 3rd class:** Anyone who carries out less complex tasks related to the above work under the general supervision of a group leader or crew leader and under the immediate supervision of a 1st or 2nd class lineman.

   The 3rd class lineman is classified as such as soon as he has at least 2,000 hours of experience in electric power line work, unless the classification committee decides otherwise.

   He is strictly forbidden from working alone on a live line with a voltage exceeding 600 volts.

   The 3rd class lineman benefits from hiring preference over any other employee of inferior classification and/or qualification when the employer needs personnel or when personnel is laid off, on the basis of the placement region where the work is being carried out and on the condition that there are no more 1st or 2nd class linemen available and willing to work in the region where the work is being carried out.

4) **Apprentice lineman and lineman, 4th class:** Anyone whose work is carried out at ground level under the immediate supervision of a group leader, crew leader or lineman and whose work consists of assisting in the erection, removal, replacement or repair of distribution lines and stations by performing various manual tasks. From time to time, an apprentice lineman may also be called upon to perform work usually done by a 1st, 2nd or 3rd class lineman, provided such work is done on dead lines.

5) **General helper (lines):** An employee who performs pole installation work and general helper duties.

6) **Driver, line truck:** Anyone who is assigned to drive a line truck, and who helps linemen in their work as needed, and acts as group clerk.

   A line truck may also be driven by any lineman.

7) **Heavy equipment and/or heavy machines operator:** Anyone whose work consists of driving or operating all types of heavy equipment.

8) **Trimmer**: Anyone whose work consists of cutting and trimming obstructing trees.

9) **Cable puller:** Any employee assigned to pulling cables placed in conduits or trenches.

10) **Underground cable splicer:** Any employee whose work consists of splicing cables in an underground electric power distribution network.

11) **Fibre optics splicer (fuser):** Any employee whose work consists of splicing fibre optic cables in accordance with construction plans and the methods in effect.

12) **Catenary:** A system of suspended arial cables serving to power trains, streetcars and other electric vehicles, including the posts, supports, cables, wires, insulators, tensioning devices and suspension hardware. This definition also includes all arial equipment installed on poles and supporting structures to supply power to the catenary, as well as any arial grounding system related to the poles, supporting structures and equipment.

Communication networks:

1) **Crew leader:** An employee who directs construction and alteration work on telephone and television network aerial circuits as well as digging work and pole installation work and who is qualified as a T lineman.

2) **T lineman:** An employee who carries out construction, maintenance and alteration work on telephone and television network aerial circuits.

   He is classified as such as soon as he has a minimum of 3,000 hours of experience including the total number of hours in the recognized training course and/or has the required qualifications to carry out such work.

3) **Apprentice T lineman:** An employee who, under the direction of a crew leader, assists in the performance of the work described in Subsection 2).

4) **Underground cable:** Any cable laid in a trench or conduit and that requires manholes and concrete pouring, etc.

5) **Trimmer:** An employee whose work consists of cutting and trimming obstructing trees.

6) **Cable puller:** An employee assigned to pulling cables placed in conduits and trenches.

7) *(rescinded)*

8) **General helper**: An employee who performs work that does not come under the job definitions as specified in Subsections 1), 2), 3), 5), 6) and 9), as pertaining to communication networks.

9) **Heavy equipment and/or heavy machines operator**: An employee whose work consists of driving or operating any heavy equipment. An employee who operates a vehicle or piece of equipment with a gross weight of more than 26,000 pounds (13 tonnes), or an employee who operates a telescopic-boom truck with hoisting capacity of 10 or more tonnes.

SCHEDULE C

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

1) **Crane operator:**

Crane operator-Class A: Any such work that is not included under crane operator-Class B and any crane with a capacity of over 22 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 22 tonnes.

b) A side boom tractor of less than 50 HP.

c) A truck equipped with a winch and/or hydraulic boom, with a rated capacity of 22 tonnes or less.

2) **Heavy equipment operator:**

Heavy equipment operator-Class AA: The wage rate for a heavy equipment operator-Class AA shall apply only to an employee who operates a front-end loader of 6 or more cubic yards.

Heavy equipment operator-Class A: Any such work that is not included under heavy equipment operator-Class B, but coming under the heavy equipment operator jurisdiction.

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

a) An asphalt roller of less than 5 tonnes.

b) A farm tractor without attachments.

c) Muskeg or Caterpillar with a rated nominal capacity of under 50 HP.

3) **Truck driver:**

Truck driver-Class AA: The wage rate for a truck driver-Class AA shall apply to an employee who operates an off-road truck of 35 or more tonnes and a belly dump truck.

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

In addition, the wage rate for a truck driver-Class A shall apply to an employee who, at the express request of an employer, drives and operates a vacuum truck for hydro excavation and air excavation.

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

a) A winch-equipped truck with an "A" frame, with a hoisting capacity of less than 5 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 10 tonnes, a pick-up truck, or a jeep with 4-wheel drive.

4) **Shovel operator:**

Shovel operator-Class AA: The wage rate for a shovel operator-Class AA shall apply only to an employee who operates a shovel of 6 or more cubic yards.

Shovel operator-Class A: The wage rate for a shovel operator-Class A applies to an employee who operates a shovel or backhoe equipped with a bucket with a rated capacity of 1 or more cubic yards.

Shovel operator-Class B: The wage rate for a shovel operator-Class B applies to an employee who operates a shovel or backhoe equipped with a bucket with a rated capacity of less than 1 cubic yard, or who operates a Gradall.

5) **Hoisting equipment operator:**

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

Hoisting equipment operator-Class B: The wage rate for a hoisting equipment operator-Class B applies to anyone who operates single-drum vertical hoisting equipment with a capacity of 1,000 lbs. or over.

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Bricklayer-mason	-	41.76	44.07	-	42.62	44.97
Apprentice - Period 1	-	25.06	26.44	-	25.57	26.98
Apprentice - Period 2	-	29.23	30.85	-	29.83	31.48
Apprentice - Period 3	-	35.50	37.46	-	36.23	38.22
Insulator	-	42.58	44.92	-	43.45	45.84
Apprentice - Period 1	-	25.55	26.95	-	26.07	27.50
Apprentice - Period 2	-	29.81	31.44	-	30.42	32.09
Apprentice - Period 3	-	36.19	38.18	-	36.93	38.96
Tile setter	-	41.76	44.07	-	42.62	44.97
Apprentice - Period 1	-	25.06	26.44	-	25.57	26.98
Apprentice - Period 2	-	29.23	30.85	-	29.83	31.48
Apprentice - Period 3	-	35.50	37.46	-	36.23	38.22
Carpenter-joiner	-	41.70	44.00	-	42.55	44.90
Apprentice - Period 1	-	25.02	26.40	-	25.53	26.94
Apprentice - Period 2	-	29.19	30.80	-	29.79	31.43
Apprentice - Period 3	-	35.45	37.40	-	36.17	38.17
Boilermaker	42.21	-	-	43.08	-	-
Apprentice - Period 1	25.33	-	-	25.85	-	-
Apprentice - Period 2	29.55	-	-	30.16	-	-
Apprentice - Period 3	35.88	-	-	36.62	-	-
Cement finisher	-	40.90	43.23	-	41.74	44.12
Apprentice - Period 1	-	28.63	30.26	-	29.22	30.88
Apprentice - Period 2	-	34.77	36.75	-	35.48	37.50
Roofer	-	42.93	45.20	-	43.81	46.13
Apprentice - Period 1	-	30.05	31.64	-	30.67	32.29
Apprentice - Period 2	-	36.49	38.42	-	37.24	39.21
Electrician	42.21	-	-	43.08	-	-
Apprentice - Period 1	21.11	-	-	21.54	-	-
Apprentice - Period 2	25.33	-	-	25.85	-	-
Apprentice - Period 3	29.55	-	-	30.16	-	-
Apprentice - Period 4	35.88	-	-	36.62	-	-
Tinsmith	-	42.53	44.88	-	43.40	45.80
Apprentice - Period 1	-	25.52	26.93	-	26.04	27.48
Apprentice - Period 2	-	29.77	31.42	-	30.38	32.06
Apprentice - Period 3	-	36.15	38.15	-	36.89	38.93
Reinforcing steel erector	-	42.59	44.93	-	43.46	45.85
Apprentice	-	36.20	38.19	-	36.94	38.97

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Refrigeration mechanic	42.21	-	-	43.08	-	-
Apprentice - Period 1	21.11	-	-	21.54	-	-
Apprentice - Period 2	25.33	-	-	25.85	-	-
Apprentice - Period 3	29.55	-	-	30.16	-	-
Apprentice - Period 4	35.88	-	-	36.62	-	-
Crane operator						
– Class A	-	42.21	44.53	-	43.08	45.44
Apprentice - Period 1	-	29.55	31.17	-	30.16	31.81
Apprentice - Period 2	-	35.88	37.85	-	36.62	38.62
– Class B	-	40.53	42.85	-	41.36	43.73
Apprentice - Period 1	-	28.37	30.00	-	28.95	30.61
Apprentice - Period 2	-	34.45	36.42	-	35.16	37.17
Crane operator (viaduct, except crane rental employer)						
– Class A	-	42.93	45.24	-	43.81	46.17
Apprentice - Period 1	-	30.05	31.67	-	30.67	32.32
Apprentice - Period 2	-	36.49	38.45	-	37.24	39.24
– Class B	-	41.24	43.57	-	42.09	44.46
Apprentice - Period 1	-	28.87	30.50	-	29.46	31.12
Apprentice - Period 2	-	35.05	37.03	-	35.78	37.79
Crane operator - Concrete pump operator (less than 42 metres)	-	38.19	40.51	-	38.97	41.34
Apprentice - Period 1	-	32.46	34.43	-	33.12	35.14
Crane operator - Concrete pump operator (42 metres and over)	-	40.21	42.53	-	41.03	43.40
Apprentice - Period 1	-	34.18	36.15	-	34.88	36.89
Security systems installer	34.68	-	-	35.39	-	-
Apprentice - Period 1	20.81	-	-	21.23	-	-
Apprentice - Period 2	24.28	-	-	24.77	-	-
Apprentice - Period 3	29.48	-	-	30.08	-	-
Elevator mechanic	46.70	-	-	47.76	-	-
Apprentice - Period 1	23.35	-	-	23.88	-	-
Apprentice - Period 2	28.02	-	-	28.66	-	-
Apprentice - Period 3	32.69	-	-	33.43	-	-
Apprentice - Period 4	39.70	-	-	40.60	-	-
Apprentice - Period 5	39.70	-	-	40.60	-	-
Millwright	42.21	-	-	43.08	-	-
Apprentice - Period 1	25.33	-	-	25.85	-	-
Apprentice - Period 2	29.55	-	-	30.16	-	-
Apprentice - Period 3	35.88	-	-	36.62	-	-

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Heavy equipment mechanic	-	41.53	43.85	-	42.38	44.75
Apprentice - Period 1	-	24.92	26.31	-	25.43	26.85
Apprentice - Period 2	-	29.07	30.70	-	29.67	31.33
Apprentice - Period 3	-	35.30	37.27	-	36.02	38.04
Fire-protection mechanic	42.21	-	-	43.08	-	-
Apprentice - Period 1	21.11	-	-	21.54	-	-
Apprentice - Period 2	25.33	-	-	25.85	-	-
Apprentice - Period 3	29.55	-	-	30.16	-	-
Apprentice - Period 4	35.88	-	-	36.62	-	-
Ironworker	-	42.59	47.15	-	43.46	48.12
Apprentice - Period 1	-	25.55	28.29	-	26.08	28.87
Apprentice - Period 2	-	29.81	33.01	-	30.42	33.68
Apprentice - Period 3	-	36.20	40.08	-	36.94	40.90
Erector-mechanic (glazier)	-	41.89	44.22	-	42.75	45.13
Apprentice - Period 1	-	25.13	26.53	-	25.65	27.08
Apprentice - Period 2	-	29.32	30.95	-	29.93	31.59
Apprentice - Period 3	-	35.61	37.59	-	36.34	38.36
Heavy equipment operator						
– Class AA	-	39.93	42.28	-	40.75	43.15
Apprentice	-	33.94	35.94	-	34.64	36.68
– Class A	-	38.74	41.06	-	39.53	41.90
Apprentice	-	32.93	34.90	-	33.60	35.62
– Class B	-	37.86	40.19	-	38.64	41.01
Apprentice	-	32.18	34.16	-	32.84	34.86
Shovel operator						
– Class AA	-	42.33	44.65	-	43.20	45.57
Apprentice	-	35.98	37.95	-	36.72	38.73
– Class A	-	41.17	43.48	-	42.01	44.37
Apprentice	-	34.99	36.96	-	35.71	37.71
– Class B	-	39.93	42.27	-	40.75	43.14
Apprentice	-	33.94	35.93	-	34.64	36.67
Painter	-	39.78	42.11	-	40.60	42.97
Apprentice - Period 1	-	23.87	25.27	-	24.36	25.78
Apprentice - Period 2	-	27.85	29.48	-	28.42	30.08
Apprentice - Period 3	-	33.81	35.79	-	34.51	36.52
Painter-joint pointer	-	39.56	41.20	-	40.37	42.04
Apprentice - Period 1	-	23.74	24.72	-	24.22	25.22
Apprentice - Period 2	-	27.69	28.84	-	28.26	29.43
Apprentice - Period 3	-	33.63	35.02	-	34.31	35.73

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Plasterer	-	40.34	42.67	-	41.17	43.54
Apprentice - Period 1	-	24.20	25.60	-	24.70	26.12
Apprentice - Period 2	-	28.24	29.87	-	28.82	30.48
Apprentice - Period 3	-	34.29	36.27	-	34.99	37.01
Plasterer-joint pointer	-	39.72	41.35	-	40.53	42.20
Apprentice - Period 1	-	23.83	24.81	-	24.32	25.32
Apprentice - Period 2	-	27.80	28.95	-	28.37	29.54
Apprentice - Period 3	-	33.76	35.15	-	34.45	35.87
Resilient flooring layer	-	39.50	41.12	-	40.70	42.35
Apprentice - Period 1	-	23.70	24.67	-	24.42	25.41
Apprentice - Period 2	-	27.65	28.78	-	28.49	29.65
Apprentice - Period 3	-	33.58	34.95	-	34.60	36.00
Interior systems installer	-	41.72	44.02	-	42.58	44.92
Apprentice - Period 1	-	25.03	26.41	-	25.55	26.95
Apprentice - Period 2	-	29.20	30.81	-	29.81	31.44
Apprentice - Period 3	-	35.46	37.42	-	36.19	38.18
Pipefitter	42.21	-	-	43.08	-	-
Apprentice - Period 1	21.11	-	-	21.54	-	-
Apprentice - Period 2	25.33	-	-	25.85	-	-
Apprentice - Period 3	29.55	-	-	30.16	-	-
Apprentice - Period 4	35.88	-	-	36.62	-	-

SCHEDULE D

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Surveyor	-	41.59	43.88	-	42.44	44.78
– Class 2	-	35.35	37.30	-	36.07	38.06
Blaster	-	40.43	42.78	-	41.26	43.66
– Class 2	-	34.37	36.36	-	35.07	37.11
Steam boiler fireman	-	35.66	37.99	-	36.39	38.77
– Fireman - Class IV	-	32.36	34.68	-	33.02	35.39
Clerk	-	1,086.39 /week	1,138.93 /week	-	1,108.66 /week	1,162.28 /week
Truck driver						
– Class AA	-	36.08	38.40	-	36.82	39.19
– Class A	-	35.13	37.24	-	35.85	38.00
– Class B	-	34.21	36.31	-	34.91	37.05
– Class C	-	33.79	35.89	-	34.48	36.63
Driller	-	40.43	42.78	-	41.26	43.66
– Class 2	-	34.37	36.36	-	35.07	37.11
Watchman (60 hr./week)	-	1,276.98 /week	1,358.08 /week	-	1,303.16 /week	1,386.08 /week
Heavy equipment serviceman	-	34.83	36.92	-	35.54	37.68
– Class 2	-	29.61	31.38	-	30.21	32.03
Storeman	-	29.97	32.31	-	30.58	32.97
– Class 2	-	25.47	27.46	-	25.99	28.02
Decontamination labourer	-	37.21	39.52	-	37.97	40.33
– Class 2	-	31.63	33.59	-	32.27	34.28
Labourer	-	33.93	36.03	-	34.63	36.77
– Class 2	-	28.84	30.63	-	29.44	31.25
Labourer (masonry)	-	34.82	37.16	-	35.53	37.92
– Class 2	-	29.60	31.59	-	30.20	32.23
Labourer (pipeline)	-	34.83	36.92	-	35.54	37.68
– Class 2	-	29.61	31.38	-	30.21	32.03
General helper	-	34.83	36.92	-	35.54	37.68
– Class 2	-	29.61	31.38	-	30.21	32.03
Labourer (roofing)	-	34.33	36.42	-	35.03	37.17
– Class 2	-	29.18	30.96	-	29.78	31.59
General helper (tile setter)	-	35.36	37.47	-	36.08	38.24
– Class 2	-	30.06	31.85	-	30.67	32.50
General helper (roofing)	-	34.97	37.31	-	35.69	38.07
– Class 2	-	29.72	31.71	-	30.34	32.36
Hoisting equipment operator						
– Class A	-	38.04	40.32	-	38.82	41.15
– Class B	-	36.68	39.01	-	37.43	39.81
Generator operator	-	35.62	37.93	-	36.35	38.71
Pump and compressor operator	-	37.57	39.89	-	38.34	40.71
– Class 2	-	31.93	33.91	-	32.59	34.60

SCHEDULE D

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Portable & stationary mixing plant operator	-	37.24	39.56	-	38.00	40.37
Diver	-	44.17	46.48	-	45.08	47.43
– Class 2	-	37.54	39.51	-	38.32	40.32
Heavy equipment tire & body repairman	-	38.79	41.12	-	39.59	41.96
– Class 2	-	32.97	34.95	-	33.65	35.67
Welder	-	41.01	43.33	-	41.85	44.22
– Class 2	-	34.86	36.83	-	35.57	37.59
Heavy equipment welder	-	41.53	43.85	-	42.38	44.75
Pipeline welder, distribution welder and supply welder	42.21	-	-	43.08	-	-
Pipe welder	42.21	-	-	43.08	-	-
Gas fitter	41.83	-	-	42.69	-	-
Labourer (underground worker)	-	38.29	40.59	-	39.07	41.42
– Class 2	-	32.55	34.50	-	33.21	35.21

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Bricklayer-mason	-	43.49	45.89	-	44.38	46.83
Apprentice - Period 1	-	26.09	27.53	-	26.63	28.10
Apprentice - Period 2	-	30.44	32.12	-	31.07	32.78
Apprentice - Period 3	-	36.97	39.01	-	37.72	39.81
Insulator	-	44.34	46.78	-	45.25	47.74
Apprentice - Period 1	-	26.60	28.07	-	27.15	28.64
Apprentice - Period 2	-	31.04	32.75	-	31.68	33.42
Apprentice - Period 3	-	37.69	39.76	-	38.46	40.58
Tile setter	-	43.49	45.89	-	44.38	46.83
Apprentice - Period 1	-	26.09	27.53	-	26.63	28.10
Apprentice - Period 2	-	30.44	32.12	-	31.07	32.78
Apprentice - Period 3	-	36.97	39.01	-	37.72	39.81
Carpenter-joiner	-	43.42	46.07	-	44.31	47.26
Apprentice - Period 1	-	26.05	27.64	-	26.59	28.36
Apprentice - Period 2	-	30.39	32.25	-	31.02	33.08
Apprentice - Period 3	-	36.91	39.16	-	37.66	40.17
Boilermaker	43.96	-	-	44.86	-	-
Apprentice - Period 1	26.38	-	-	26.92	-	-
Apprentice - Period 2	30.77	-	-	31.40	-	-
Apprentice - Period 3	37.37	-	-	38.13	-	-
Cement finisher	-	42.60	45.02	-	43.47	45.94
Apprentice - Period 1	-	29.82	31.51	-	30.43	32.16
Apprentice - Period 2	-	36.21	38.27	-	36.95	39.05
Roofer	-	44.71	47.08	-	45.63	48.05
Apprentice - Period 1	-	31.30	32.96	-	31.94	33.64
Apprentice - Period 2	-	38.00	40.02	-	38.79	40.84
Electrician	43.96	-	-	44.86	-	-
Apprentice - Period 1	21.98	-	-	22.43	-	-
Apprentice - Period 2	26.38	-	-	26.92	-	-
Apprentice - Period 3	30.77	-	-	31.40	-	-
Apprentice - Period 4	37.37	-	-	38.13	-	-
Tinsmith	-	44.29	46.74	-	45.20	47.70
Apprentice - Period 1	-	26.57	28.04	-	27.12	28.62
Apprentice - Period 2	-	31.00	32.72	-	31.64	33.39
Apprentice - Period 3	-	37.65	39.73	-	38.42	40.55
Reinforcing steel erector	-	44.35	46.79	-	45.26	47.75
Apprentice	-	37.70	39.77	-	38.47	40.59

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Refrigeration mechanic	43.96	-	-	44.86	-	-
Apprentice - Period 1	21.98	-	-	22.43	-	-
Apprentice - Period 2	26.38	-	-	26.92	-	-
Apprentice - Period 3	30.77	-	-	31.40	-	-
Apprentice - Period 4	37.37	-	-	38.13	-	-
Crane operator						
– Class A	-	43.96	46.37	-	44.86	47.32
Apprentice - Period 1	-	30.77	32.46	-	31.40	33.12
Apprentice - Period 2	-	37.37	39.41	-	38.13	40.22
– Class B	-	42.21	44.63	-	43.08	45.54
Apprentice - Period 1	-	29.55	31.24	-	30.16	31.88
Apprentice - Period 2	-	35.88	37.94	-	36.62	38.71
Crane operator (viaduct, except crane rental employer)						
– Class A	-	44.71	47.12	-	45.63	48.09
Apprentice - Period 1	-	31.30	32.98	-	31.94	33.66
Apprentice - Period 2	-	38.00	40.05	-	38.79	40.88
– Class B	-	42.95	45.37	-	43.83	46.30
Apprentice - Period 1	-	30.07	31.76	-	30.68	32.41
Apprentice - Period 2	-	36.51	38.56	-	37.26	39.36
Crane operator - Concrete pump operator (less than 42 metres)	-	39.77	42.19	-	40.59	43.05
Apprentice - Period 1	-	33.80	35.86	-	34.50	36.59
Crane operator - Concrete pump operator (42 metres and over)	-	41.87	44.29	-	42.73	45.20
Apprentice - Period 1	-	35.59	37.65	-	36.32	38.42
Security systems installer	36.12	-	-	36.86	-	-
Apprentice - Period 1	21.67	-	-	22.12	-	-
Apprentice - Period 2	25.28	-	-	25.80	-	-
Apprentice - Period 3	30.70	-	-	31.33	-	-
Elevator mechanic	48.84	-	-	50.00	-	-
Apprentice - Period 1	24.42	-	-	25.00	-	-
Apprentice - Period 2	29.30	-	-	30.00	-	-
Apprentice - Period 3	34.19	-	-	35.00	-	-
Apprentice - Period 4	41.51	-	-	42.50	-	-
Apprentice - Period 5	41.51	-	-	42.50	-	-
Millwright	43.96	-	-	44.86	-	-
Apprentice - Period 1	26.38	-	-	26.92	-	-
Apprentice - Period 2	30.77	-	-	31.40	-	-
Apprentice - Period 3	37.37	-	-	38.13	-	-

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Heavy equipment mechanic	-	43.25	45.67	-	44.14	46.61
Apprentice - Period 1	-	25.95	27.40	-	26.48	27.97
Apprentice - Period 2	-	30.28	31.97	-	30.90	32.63
Apprentice - Period 3	-	36.76	38.82	-	37.52	39.62
Fire-protection mechanic	43.96	-	-	44.86	-	-
Apprentice - Period 1	21.98	-	-	22.43	-	-
Apprentice - Period 2	26.38	-	-	26.92	-	-
Apprentice - Period 3	30.77	-	-	31.40	-	-
Apprentice - Period 4	37.37	-	-	38.13	-	-
Ironworker	-	44.35	49.11	-	45.26	50.12
Apprentice - Period 1	-	26.61	29.47	-	27.16	30.07
Apprentice - Period 2	-	31.05	34.38	-	31.68	35.08
Apprentice - Period 3	-	37.70	41.74	-	38.47	42.60
Erector-mechanic (glazier)	-	43.63	46.06	-	44.52	47.00
Apprentice - Period 1	-	26.18	27.64	-	26.71	28.20
Apprentice - Period 2	-	30.54	32.24	-	31.16	32.90
Apprentice - Period 3	-	37.09	39.15	-	37.84	39.95
Heavy equipment operator						
– Class AA	-	41.59	44.03	-	42.44	44.93
Apprentice	-	35.35	37.43	-	36.07	38.19
– Class A	-	40.34	42.76	-	41.17	43.64
Apprentice	-	34.29	36.35	-	34.99	37.09
– Class B	-	39.43	41.85	-	40.24	42.71
Apprentice	-	33.52	35.57	-	34.20	36.30
Shovel operator						
– Class AA	-	44.09	46.50	-	44.99	47.45
Apprentice	-	37.48	39.53	-	38.24	40,33
– Class A	-	42.87	45.28	-	43.75	46.21
Apprentice	-	36.44	38.49	-	37.19	39.28
– Class B	-	41.59	44.02	-	42.44	44.92
Apprentice	-	35.35	37.42	-	36.07	38.18
Painter	-	41.43	43.85	-	42.28	44.75
Apprentice - Period 1	-	24.86	26.31	-	25.37	26.85
Apprentice - Period 2	-	29.00	30.70	-	29.60	31.33
Apprentice - Period 3	-	35.22	37.27	-	35.94	38.04
Painter-joint pointer	-	41.20	42.90	-	42.04	43.78
Apprentice - Period 1	-	24.72	25.74	-	25.22	26.27
Apprentice - Period 2	-	28.84	30.03	-	29.43	30.65
Apprentice - Period 3	-	35.02	36.47	-	35.73	37.21

SCHEDULE D

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Plasterer	-	42.01	44.43	-	42.87	45.34
Apprentice - Period 1	-	25.21	26.66	-	25.72	27.20
Apprentice - Period 2	-	29.41	31.10	-	30.01	31.74
Apprentice - Period 3	-	35.71	37.77	-	36.44	38.54
Plasterer-joint pointer	-	41.36	43.07	-	42.21	43.95
Apprentice - Period 1	-	24.82	25.84	-	25.33	26.37
Apprentice - Period 2	-	28.95	30.15	-	29.55	30.77
Apprentice - Period 3	-	35.16	36.61	-	35.88	37.36
Resilient flooring layer	-	41.92	43.61	-	43.27	44.99
Apprentice - Period 1	-	25.15	26.17	-	25.96	26.99
Apprentice - Period 2	-	29.34	30.53	-	30.29	31.49
Apprentice - Period 3	-	35.63	37.07	-	36.78	38.24
Interior systems installer	-	43.45	45.84	-	44.34	46.78
Apprentice - Period 1	-	26.07	27.50	-	26.60	28.07
Apprentice - Period 2	-	30.42	32.09	-	31.04	32.75
Apprentice - Period 3	-	36.93	38.96	-	37.69	39.76
Pipefitter	43.96	-	-	44.86	-	-
Apprentice - Period 1	21.98	-	-	22.43	-	-
Apprentice - Period 2	26.38	-	-	26.92	-	-
Apprentice - Period 3	30.77	-	-	31.40	-	-
Apprentice - Period 4	37.37	-	-	38.13	-	-

SCHEDULE D

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Surveyor	-	43.31	45.70	-	44.20	46.64
– Class 2	-	36.81	38.85	-	37.57	39.64
Blaster	-	42.11	44.56	-	42.97	45.47
– Class 2	-	35.79	37.88	-	36.52	38.65
Steam boiler fireman	-	37.14	39.56	-	37.90	40.37
– Fireman - Class IV	-	33.75	36.17	-	34.54	37.01
Clerk	-	1,134.60 /week	1,189.20 /week	-	1,164.00 /week	1,219.80 /week
Truck driver						
– Class AA	-	37.57	39.99	-	38.34	40.81
– Class A	-	36.58	38.78	-	37.33	39.57
– Class B	-	35.63	37.81	-	36.36	38.59
– Class C	-	35.19	37.38	-	35.91	38.15
Driller	-	42.11	44.56	-	42.97	45.47
– Class 2	-	35.79	37.88	-	36.52	38.65
Watchman (60 hr./week)	-	1,333.20 /week	1,417.20 /week	-	1,366.80 /week	1,452.00 /week
Heavy equipment serviceman	-	36.32	38.50	-	37.16	39.39
– Class 2	-	30.87	32.73	-	31.59	33.48
Storeman	-	31.26	33.70	-	32.00	34.49
– Class 2	-	26.57	28.65	-	27.20	29.32
Decontamination labourer	-	38.75	41.16	-	39.54	42.00
– Class 2	-	32.94	34.99	-	33.61	35.70
Labourer	-	35.39	37.57	-	36.22	38.44
– Class 2	-	30.08	31.93	-	30.79	32.67
Labourer (masonry)	-	36.31	38.75	-	37.15	39.64
– Class 2	-	30.86	32.94	-	31.58	33.69
Labourer (pipeline)	-	36.32	38.50	-	37.16	39.39
– Class 2	-	30.87	32.73	-	31.59	33.48
General helper	-	36.32	38.50	-	37.16	39.39
– Class 2	-	30.87	32.73	-	31.59	33.48
Labourer (roofing)	-	35.80	37.93	-	36.63	38.71
– Class 2	-	30.43	32.24	-	31.14	32.90
General helper (tile setter)	-	36.87	39.07	-	37.73	39.97
– Class 2	-	31.34	33.21	-	32.07	33.97
General helper (roofing)	-	36.47	38.90	-	37.32	39.80
– Class 2	-	31.00	33.07	-	31.72	33.83
Hoisting equipment operator						
– Class A	-	39.62	41.99	-	40.43	42.85
– Class B	-	38.20	40.63	-	38.98	41.46
Generator operator	-	37.10	39.50	-	37.86	40.31
Pump and compressor operator	-	39.13	41.54	-	39.93	42.39
– Class 2	-	33.26	35.31	-	33.94	36.03

SCHEDULE D

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Portable & stationary mixing plant operator	-	38.78	41.20	-	39.57	42.04
Diver	-	46.00	48.40	-	46.94	49.39
– Class 2	-	39.10	41.14	-	39.90	41.98
Heavy equipment tire & body repairman	-	40.40	42.82	-	41.23	43.70
– Class 2	-	34.34	36.40	-	35.05	37.15
Welder	-	42.71	45.13	-	43.59	46.06
– Class 2	-	36.30	38.36	-	37.05	39.15
Heavy equipment welder	-	43.25	45.67	-	44.14	46.61
Pipeline welder, distribution welder and supply welder	43.96	-	-	44.86	-	-
Pipe welder	43.96	-	-	44.86	-	-
Gas fitter	43.57	-	-	44.46	-	-
Labourer (underground worker)	-	39.87	42.27	-	40.69	43.14
– Class 2	-	33.89	35.93	-	34.59	36.67

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

SCHEDULE D-1

Schedule applicable only to work performed in the James Bay region and on remote job sites and hydroelectric work performed north of the 55th parallel (including Great Whale)

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Bricklayer-mason	-	45.54	47.03	-	46.70	48.23
Apprentice - Period 1	-	27.32	28.22	-	28.02	28.94
Apprentice - Period 2	-	31.88	32.92	-	32.69	33.76
Apprentice - Period 3	-	38.71	39.98	-	39.70	41.00
Insulator	-	46.47	47.96	-	47.65	49.18
Apprentice - Period 1	-	27.88	28.78	-	28.59	29.51
Apprentice - Period 2	-	32.53	33.57	-	33.36	34.43
Apprentice - Period 3	-	39.50	40.77	-	40.50	41.80
Tile setter	-	45.54	47.03	-	46.70	48.23
Apprentice - Period 1	-	27.32	28.22	-	28.02	28.94
Apprentice - Period 2	-	31.88	32.92	-	32.69	33.76
Apprentice - Period 3	-	38.71	39.98	-	39.70	41.00
Carpenter-joiner	-	45.49	46.97	-	46.65	48.17
Apprentice - Period 1	-	27.29	28.18	-	27.99	28.90
Apprentice - Period 2	-	31.84	32.88	-	32.66	33.72
Apprentice - Period 3	-	38.67	39.92	-	39.65	40.94
Boilermaker	46.06	-	-	47.23	-	-
Apprentice - Period 1	27.64	-	-	28.34	-	-
Apprentice - Period 2	32.24	-	-	33.06	-	-
Apprentice - Period 3	39.15	-	-	40.15	-	-
Cement finisher	-	44.61	46.09	-	45.75	47.27
Apprentice - Period 1	-	31.23	32.26	-	32.03	33.09
Apprentice - Period 2	-	37.92	39.18	-	38.89	40.18
Roofer	-	46.79	48.27	-	47.98	49.50
Apprentice - Period 1	-	32.75	33.79	-	33.59	34.65
Apprentice - Period 2	-	39.77	41.03	-	40.78	42.08
Electrician	46.06	-	-	47.23	-	-
Apprentice - Period 1	23.03	-	-	23.62	-	-
Apprentice - Period 2	27.64	-	-	28.34	-	-
Apprentice - Period 3	32.24	-	-	33.06	-	-
Apprentice - Period 4	39.15	-	-	40.15	-	-
Tinsmith	-	46.43	47.91	-	47.61	49.13
Apprentice - Period 1	-	27.86	28.75	-	28.57	29.48
Apprentice - Period 2	-	32.50	33.54	-	33.33	34.39
Apprentice - Period 3	-	39.47	40.72	-	40.47	41.76

SCHEDULE D-1

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Reinforcing steel erector	-	46.48	48.64	-	47.67	49.88
Apprentice	-	39.51	41.34	-	40.52	42.40
Refrigeration mechanic	46.06	-	-	47.23	-	-
Apprentice - Period 1	23.03	-	-	23.62	-	-
Apprentice - Period 2	27.64	-	-	28.34	-	-
Apprentice - Period 3	32.24	-	-	33.06	-	-
Apprentice - Period 4	39.15	-	-	40.15	-	-
Crane operator						
– Class A	-	46.06	47.56	-	47.23	48.77
Apprentice - Period 1	-	32.24	33.29	-	33.06	34.14
Apprentice - Period 2	-	39.15	40.43	-	40.15	41.45
– Class B	-	44.20	45.71	-	45.33	46.88
Apprentice - Period 1	-	30.94	32.00	-	31.73	32.82
Apprentice - Period 2	-	37.57	38.85	-	38.53	39.85
Crane operator (viaduct, except crane rental employer)						
– Class A	-	46.83	48.32	-	48.02	49.55
Apprentice - Period 1	-	32.78	33.82	-	33.61	34.69
Apprentice - Period 2	-	39.81	41.07	-	40.82	42.12
– Class B	-	44.98	46.47	-	46.13	47.65
Apprentice - Period 1	-	31.49	32.53	-	32.29	33.36
Apprentice - Period 2	-	38.23	39.50	-	39.21	40.50
Crane operator - Concrete pump operator (less than 42 metres)	-	41.81	43.30	-	42.88	44.40
Apprentice - Period 1	-	35.54	36.81	-	36.45	37.74
Crane operator - Concrete pump operator (42 metres and over)	-	43.83	45.30	-	44.95	46.46
Apprentice - Period 1	-	37.26	38.51	-	38.21	39.49
Security systems installer	37.51	-	-	38.47	-	-
Apprentice - Period 1	22.51	-	-	23.08	-	-
Apprentice - Period 2	26.26	-	-	26.93	-	-
Apprentice - Period 3	31.88	-	-	32.70	-	-
Elevator mechanic	50.97	-	-	52.27	-	-
Apprentice - Period 1	25.49	-	-	26.14	-	-
Apprentice - Period 2	30.58	-	-	31.36	-	-
Apprentice - Period 3	35.68	-	-	36.59	-	-
Apprentice - Period 4	43.32	-	-	44.43	-	-
Apprentice - Period 5	43.32	-	-	44.43	-	-

SCHEDULE D-1

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Millwright	46.06	-	-	47.23	-	-
Apprentice - Period 1	27.64	-	-	28.34	-	-
Apprentice - Period 2	32.24	-	-	33.06	-	-
Apprentice - Period 3	39.15	-	-	40.15	-	-
Heavy equipment mechanic	-	45.36	46.85	-	46.52	48.04
Apprentice - Period 1	-	27.22	28.11	-	27.91	28.82
Apprentice - Period 2	-	31.75	32.80	-	32.56	33.63
Apprentice - Period 3	-	38.56	39.82	-	39.54	40.83
Fire-protection mechanic	46.06	-	-	47.23	-	-
Apprentice - Period 1	23.03	-	-	23.62	-	-
Apprentice - Period 2	27.64	-	-	28.34	-	-
Apprentice - Period 3	32.24	-	-	33.06	-	-
Apprentice - Period 4	39.15	-	-	40.15	-	-
Ironworker	-	46.48	50.19	-	47.67	51.47
Apprentice - Period 1	-	27.89	30.11	-	28.60	30.88
Apprentice - Period 2	-	32.54	35.13	-	33.37	36.03
Apprentice - Period 3	-	39.51	42.66	-	40.52	43.75
Erector-mechanic (glazier)	-	45.72	47.21	-	46.89	48.41
Apprentice - Period 1	-	27.43	28.33	-	28.13	29.05
Apprentice - Period 2	-	32.00	33.05	-	32.82	33.89
Apprentice - Period 3	-	38.86	40.13	-	39.86	41.15
Heavy equipment operator						
– Class AA	-	43.61	45.09	-	44.72	46.24
Apprentice	-	37.07	38.33	-	38.01	39.30
– Class A	-	42.30	43.78	-	43.38	44.90
Apprentice	-	35.96	37.21	-	36.87	38.17
– Class B	-	41.31	42.78	-	42.36	43.87
Apprentice	-	35.11	36.36	-	36.01	37.29
Shovel operator						
– Class AA	-	46.24	47.71	-	47.42	48.93
Apprentice	-	39.30	40.55	-	40.31	41.59
– Class A	-	44.92	46.42	-	46.07	47.60
Apprentice	-	38.18	39.46	-	39.16	40.46
– Class B	-	43.61	45.10	-	44.72	46.25
Apprentice	-	37.07	38.34	-	38.01	39.31
Painter	-	43.41	44.90	-	44.52	46.04
Apprentice - Period 1	-	26.05	26.94	-	26.71	27.62
Apprentice - Period 2	-	30.39	31.43	-	31.16	32.23
Apprentice - Period 3	-	36.90	38.17	-	37.84	39.13

SCHEDULE D-1

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Painter-joint pointer	-	43.17	43.90	-	44.27	45.02
Apprentice - Period 1	-	25.90	26.34	-	26.56	27.01
Apprentice - Period 2	-	30.22	30.73	-	30.99	31.51
Apprentice - Period 3	-	36.69	37.32	-	37.63	38.27
Plasterer	-	44.00	45.49	-	45.12	46.65
Apprentice - Period 1	-	26.40	27.29	-	27.07	27.99
Apprentice - Period 2	-	30.80	31.84	-	31.58	32.66
Apprentice - Period 3	-	37.40	38.67	-	38.35	39.65
Plasterer-joint pointer	-	43.33	44.03	-	44.43	45.15
Apprentice - Period 1	-	26.00	26.42	-	26.66	27.09
Apprentice - Period 2	-	30.33	30.82	-	31.10	31.61
Apprentice - Period 3	-	36.83	37.43	-	37.77	38.38
Resilient flooring layer	-	42.83	43.57	-	44.31	45.07
Apprentice - Period 1	-	25.70	26.14	-	26.59	27.04
Apprentice - Period 2	-	29.98	30.50	-	31.02	31.55
Apprentice - Period 3	-	36.41	37.03	-	37.66	38.31
Interior systems installer	-	45.51	46.99	-	46.67	48.19
Apprentice - Period 1	-	27.31	28.19	-	28.00	28.91
Apprentice - Period 2	-	31.86	32.89	-	32.67	33.73
Apprentice - Period 3	-	38.68	39.94	-	39.67	40.96
Pipefitter	46.06	-	-	47.23	-	-
Apprentice - Period 1	23.03	-	-	23.62	-	-
Apprentice - Period 2	27.64	-	-	28.34	-	-
Apprentice - Period 3	32.24	-	-	33.06	-	-
Apprentice - Period 4	39.15	-	-	40.15	-	-

SCHEDULE D-1

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Surveyor	-	45.37	46.86	-	46.53	48.05
– Class 2	-	38.56	39.83	-	39.55	40.84
Blaster	-	43.95	45.42	-	45.07	46.58
– Class 2	-	37.36	38.61	-	38.31	39.59
Steam boiler fireman	-	38.88	40.36	-	39.87	41.39
– Fireman - Class IV	-	34.97	36.46	-	35.86	37.39
Clerk	-	1,197.78 /week	1,279.39 /week	-	1,222.33 /week	1,305.62 /week
Truck driver						
– Class AA	-	39.41	40.83	-	40.41	41.87
– Class A	-	38.05	39.55	-	39.02	40.56
– Class B	-	37.04	38.52	-	37.98	39.50
– Class C	-	36.71	38.07	-	37.65	39.04
Driller	-	43.95	45.42	-	45.07	46.58
– Class 2	-	37.36	38.61	-	38.31	39.59
Watchman (60 hr./week)	-	1,379.28 /week	1,489.55 /week	-	1,407.56 /week	1,520.09 /week
Heavy equipment serviceman	-	37.70	39.19	-	38.66	40.19
– Class 2	-	32.05	33.31	-	32.86	34.16
Storeman	-	32.59	34.07	-	33.42	34.94
– Class 2	-	27.70	28.96	-	28.41	29.70
Decontamination labourer	-	40.55	42.07	-	41.58	43.14
– Class 2	-	34.47	35.76	-	35.34	36.67
Labourer	-	36.70	38.19	-	37.64	39.16
– Class 2	-	31.20	32.46	-	31.99	33.29
Labourer (masonry)	-	37.92	39.40	-	38.89	40.40
– Class 2	-	32.23	33.49	-	33.06	34.34
Labourer (pipeline)	-	37.70	39.19	-	38.66	40.19
– Class 2	-	32.05	33.31	-	32.86	34.16
General helper	-	37.70	39.19	-	38.66	40.19
– Class 2	-	32.05	33.31	-	32.86	34.16
Labourer (roofing)	-	37.17	38.63	-	38.12	39.62
– Class 2	-	31.59	32.84	-	32.40	33.68
General helper (tile setter)	-	38.24	39.73	-	39.22	40.74
– Class 2	-	32.50	33.77	-	33.34	34.63
General helper (roofing)	-	38.11	39.61	-	39.08	40.62
– Class 2	-	32.39	33.67	-	33.22	34.53
Hoisting equipment operator						
– Class A	-	41.51	42.98	-	42.57	44.08
– Class B	-	40.02	41.50	-	41.04	42.56
Generator operator	-	38.85	40.32	-	39.84	41.35
Pump and compressor operator	-	40.95	42.44	-	41.99	43.52
– Class 2	-	34.81	36.07	-	35.69	36.99

SCHEDULE D-1

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Portable & stationary mixing plant operator	-	40.65	42.14	-	41.69	43.21
Diver	-	48.24	49.68	-	49.47	50.95
– Class 2	-	41.00	42.23	-	42.05	43.31
Heavy equipment tire & body repairman	-	42.31	43.81	-	43.39	44.93
– Class 2	-	35.96	37.24	-	36.88	38.19
Welder	-	44.74	46.24	-	45.88	47.42
– Class 2	-	38.03	39.30	-	39.00	40.31
Heavy equipment welder	-	45.36	46.85	-	46.52	48.04
Pipeline welder and distribution welder	46.06	-	-	47.23	-	-
Pipe welder	46.06	-	-	47.23	-	-
Gas fitter	45.65	-	-	46.81	-	-
Labourer (underground worker)	-	41.74	43.24	-	42.80	44.34
– Class 2	-	35.48	36.75	-	36.38	37.69

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

SCHEDULE D-1

Schedule applicable only to work performed in the James Bay region and on remote job sites and hydroelectric work performed north of the 55th parallel (including Great Whale)

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Bricklayer–mason	-	47.89	49.46	-	49.11	50.72
Apprentice - Period 1	-	28.73	29.68	-	29.47	30.43
Apprentice - Period 2	-	33.52	34.62	-	34.38	35.50
Apprentice - Period 3	-	40.71	42.04	-	41.74	43.11
Insulator	-	48.87	50.43	-	50.12	51.72
Apprentice - Period 1	-	29.32	30.26	-	30.07	31.03
Apprentice - Period 2	-	34.21	35.30	-	35.08	36.20
Apprentice - Period 3	-	41.54	42.87	-	42.60	43.96
Tile setter	-	47.89	49.46	-	49.11	50.72
Apprentice - Period 1	-	28.73	29.68	-	29.47	30.43
Apprentice - Period 2	-	33.52	34.62	-	34.38	35.50
Apprentice - Period 3	-	40.71	42.04	-	41.74	43.11
Carpenter-joiner	-	47.84	49.65	-	49.06	51.17
Apprentice - Period 1	-	28.70	29.79	-	29.44	30.70
Apprentice - Period 2	-	33.49	34.76	-	34.34	35.82
Apprentice - Period 3	-	40.66	42.20	-	41.70	43.49
Boilermaker	48.43	-	-	49.66	-	-
Apprentice - Period 1	29.06	-	-	29.80	-	-
Apprentice - Period 2	33.90	-	-	34.76	-	-
Apprentice - Period 3	41.17	-	-	42.21	-	-
Cement finisher	-	46.92	48.48	-	48.12	49.72
Apprentice - Period 1	-	32.84	33.94	-	33.68	34.80
Apprentice - Period 2	-	39.88	41.21	-	40.90	42.26
Roofer	-	49.20	50.76	-	50.45	52.05
Apprentice - Period 1	-	34.44	35.53	-	35.32	36.44
Apprentice - Period 2	-	41.82	43.15	-	42.88	44.24
Electrician	48.43	-	-	49.66	-	-
Apprentice - Period 1	24.22	-	-	24.83	-	-
Apprentice - Period 2	29.06	-	-	29.80	-	-
Apprentice - Period 3	33.90	-	-	34.76	-	-
Apprentice - Period 4	41.17	-	-	42.21	-	-
Tinsmith	-	48.82	50.38	-	50.06	51.66
Apprentice - Period 1	-	29.29	30.23	-	30.04	31.00
Apprentice - Period 2	-	34.17	35.27	-	35.04	36.16
Apprentice - Period 3	-	41.50	42.82	-	42.55	43.91

SCHEDULE D-1

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Reinforcing steel erector	-	48.89	51.15	-	50.14	52.45
Apprentice	-	41.56	43.48	-	42.62	44.58
Refrigeration mechanic	48.43	-	-	49.66	-	-
Apprentice - Period 1	24.22	-	-	24.83	-	-
Apprentice - Period 2	29.06	-	-	29.80	-	-
Apprentice - Period 3	33.90	-	-	34.76	-	-
Apprentice - Period 4	41.17	-	-	42.21	-	-
Crane operator						
– Class A	-	48.43	50.01	-	49.66	51.29
Apprentice - Period 1	-	33.90	35.01	-	34.76	35.90
Apprentice - Period 2	-	41.17	42.51	-	42.21	43.60
– Class B	-	46.49	48.08	-	47.68	49.31
Apprentice - Period 1	-	32.54	33.66	-	33.38	34.52
Apprentice - Period 2	-	39.52	40.87	-	40.53	41.91
Crane operator (viaduct, except crane rental employer)						
– Class A	-	49.24	50.81	-	50.50	52.11
Apprentice - Period 1	-	34.47	35.57	-	35.35	36.48
Apprentice - Period 2	-	41.85	43.19	-	42.93	44.29
– Class B	-	47.31	48.87	-	48.52	50.12
Apprentice - Period 1	-	33.12	34.21	-	33.96	35.08
Apprentice - Period 2	-	40.21	41.54	-	41.24	42.60
Crane operator – Concrete pump operator (less than 42 metres)	-	43.97	45.53	-	45.09	46.69
Apprentice - Period 1	-	37.37	38.70	-	38.33	39.69
Crane operator – Concrete pump operator (42 metres and over)	-	46.10	47.64	-	47.28	48.85
Apprentice - Period 1	-	39.19	40.49	-	40.19	41.52
Security systems installer	39.45	-	-	40.46	-	-
Apprentice - Period 1	23.67	-	-	24.28	-	-
Apprentice - Period 2	27.62	-	-	28.32	-	-
Apprentice - Period 3	33.53	-	-	34.39	-	-
Elevator mechanic	53.60	-	-	54.97	-	-
Apprentice - Period 1	26.80	-	-	27.49	-	-
Apprentice - Period 2	32.16	-	-	32.98	-	-
Apprentice - Period 3	37.52	-	-	38.48	-	-
Apprentice - Period 4	45.56	-	-	46.72	-	-
Apprentice - Period 5	45.56	-	-	46.72	-	-

SCHEDULE D-1

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Millwright	48.43	-	-	49,66	-	-
Apprentice - Period 1	29.06	-	-	29,80	-	-
Apprentice - Period 2	33.90	-	-	34,76	-	-
Apprentice - Period 3	41.17	-	-	42,21	-	-
Heavy equipment mechanic	-	47.71	49.27	-	48.93	50.53
Apprentice - Period 1	-	28.63	29.56	-	29.36	30.32
Apprentice - Period 2	-	33.40	34.49	-	34.25	35.37
Apprentice - Period 3	-	40.55	41.88	-	41.59	42.95
Fire-protection mechanic	48.43	-	-	49.66	-	-
Apprentice - Period 1	24.22	-	-	24.83	-	-
Apprentice - Period 2	29.06	-	-	29.80	-	-
Apprentice - Period 3	33.90	-	-	34.76	-	-
Apprentice - Period 4	41.17	-	-	42.21	-	-
Ironworker	-	48.89	52.78	-	50.14	54.13
Apprentice - Period 1	-	29.33	31.67	-	30.08	32.48
Apprentice - Period 2	-	34.22	36.95	-	35.10	37.89
Apprentice - Period 3	-	41.56	44.86	-	42.62	46.01
Erector-mechanic (glazier)	-	48.09	49.64	-	49.32	50.91
Apprentice - Period 1	-	28.85	29.78	-	29.59	30.55
Apprentice - Period 2	-	33.66	34.75	-	34.52	35.64
Apprentice - Period 3	-	40.88	42.19	-	41.92	43.27
Heavy equipment operator						
– Class AA	-	45.86	47.42	-	47.03	48.63
Apprentice	-	38.98	40.31	-	39.98	41.34
– Class A	-	44.49	46.04	-	45.62	47.21
Apprentice	-	37.82	39.13	-	38.78	40.13
– Class B	-	43.44	44.99	-	44.55	46.14
Apprentice	-	36.92	38.24	-	37.87	39.22
Shovel operator						
– Class AA	-	48.63	50.18	-	49.87	51.46
Apprentice	-	41.34	42.65	-	42.39	43.74
– Class A	-	47.24	48.81	-	48.44	50.05
Apprentice	-	40.15	41.49	-	41.17	42.54
– Class B	-	45.86	47.43	-	47.03	48.64
Apprentice	-	38.98	40.32	-	39.98	41.34
Painter	-	45.66	47.21	-	46.82	48.41
Apprentice - Period 1	-	27.40	28.33	-	28.09	29.05
Apprentice - Period 2	-	31.96	33.05	-	32.77	33.89
Apprentice - Period 3	-	38.81	40.13	-	39.80	41.15

SCHEDULE D-1

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Painter-joint pointer	-	45.40	46.17	-	46.56	47.35
Apprentice - Period 1	-	27.24	27.70	-	27.94	28.41
Apprentice - Period 2	-	31.78	32.32	-	32.59	33.15
Apprentice - Period 3	-	38.59	39.24	-	39.58	40.25
Plasterer	-	46.27	47.84	-	47.45	49.06
Apprentice - Period 1	-	27.76	28.70	-	28.47	29.44
Apprentice - Period 2	-	32.39	33.49	-	33.22	34.34
Apprentice - Period 3	-	39.33	40.66	-	40.33	41.70
Plasterer-joint pointer	-	45.56	46.30	-	46.72	47.48
Apprentice - Period 1	-	27.34	27.78	-	28.03	28.49
Apprentice - Period 2	-	31.89	32.41	-	32.70	33.24
Apprentice - Period 3	-	38.73	39.36	-	39.71	40.36
Resilient flooring layer	-	45.83	46.61	-	47.49	48.29
Apprentice - Period 1	-	27.50	27.97	-	28.49	28.97
Apprentice - Period 2	-	32.08	32.63	-	33.24	33.80
Apprentice - Period 3	-	38.96	39.62	-	40.37	41.05
Interior systems installer	-	47.86	49.42	-	49.08	50.68
Apprentice - Period 1	-	28.72	29.65	-	29.45	30.41
Apprentice - Period 2	-	33.50	34.59	-	34.36	35.48
Apprentice - Period 3	-	40.68	42.01	-	41.72	43.08
Pipefitter	48.43	-	-	49.66	-	-
Apprentice - Period 1	24.22	-	-	24.83	-	-
Apprentice - Period 2	29.06	-	-	29.80	-	-
Apprentice - Period 3	33.90	-	-	34.76	-	-
Apprentice - Period 4	41.17	-	-	42.21	-	-

SCHEDULE D-1

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Surveyor	-	47.72	49.28	-	48.94	50.54
– Class 2	-	40.56	41.89	-	41.60	42.96
Blaster	-	46.22	47.77	-	47.40	48.99
– Class 2	-	39.29	40.60	-	40.29	41.64
Steam boiler fireman	-	40.89	42.45	-	41.93	43.53
– Fireman - Class IV	-	36.82	38.39	-	37.86	39.47
Clerk	-	1,250.40 /week	1,335.60 /week	-	1,282.20 /week	1,369.20 /week
Truck driver						
– Class AA	-	41.44	42.94	-	42.50	44.03
– Class A	-	40.02	41.59	-	41.04	42.65
– Class B	-	38.95	40.51	-	39.94	41.54
– Class C	-	38.61	40.04	-	39.59	41.06
Driller	-	46.22	47.77	-	47.40	48.99
– Class 2	-	39.29	40.60	-	40.29	41.64
Watchman (60 hr./week)	-	1,439.40 /week	1,554.00 /week	-	1,474.80 /week	1,591.80 /week
Heavy equipment serviceman	-	39.65	41.21	-	40.66	42.26
– Class 2	-	33.70	35.03	-	34.56	35.92
Storeman	-	34.32	35.88	-	35.30	36.89
– Class 2	-	29.17	30.50	-	30.01	31.36
Decontamination labourer	-	42.64	44.24	-	43.73	45.37
– Class 2	-	36.24	37.60	-	37.17	38.56
Labourer	-	38.60	40.16	-	39.58	41.18
– Class 2	-	32.81	34.14	-	33.64	35.00
Labourer (masonry)	-	39.88	41.43	-	40.90	42.49
– Class 2	-	33.90	35.22	-	34.77	36.12
Labourer (pipeline)	-	39.65	41.21	-	40.66	42.26
– Class 2	-	33.70	35.03	-	34.56	35.92
General helper	-	39.65	41.21	-	40.66	42.26
– Class 2	-	33.70	35.03	-	34.56	35.92
Labourer (roofing)	-	39.09	40.63	-	40.09	41.67
– Class 2	-	33.23	34.54	-	34.08	35.42
General helper (tile setter)	-	40.22	41.78	-	41.25	42.85
– Class 2	-	34.19	35.51	-	35.06	36.42
General helper (roofing)	-	40.08	41.66	-	41.10	42.72
– Class 2	-	34.07	35.41	-	34.94	36.31
Hoisting equipment operator						
– Class A	-	43.66	45.20	-	44.77	46.35
– Class B	-	42.09	43.65	-	43.16	44.76
Generator operator	-	40.86	42.40	-	41.90	43.48
Pump and compressor operator	-	43.06	44.63	-	44.16	45.77
– Class 2	-	36.60	37.94	-	37.54	38.90

SCHEDULE D-1

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Portable & stationary mixing plant operator	-	42.75	44.31	-	43.84	45.44
Diver	-	50.73	52.25	-	52.02	53.58
– Class 2	-	43.12	44.41	-	44.22	45.54
Heavy equipment tire & body repairman	-	44.50	46.08	-	45.63	47.26
– Class 2	-	37.83	39.17	-	38.79	40.17
Welder	-	47.05	48.63	-	48.25	49.87
– Class 2	-	39.99	41.34	-	41.01	42.39
Heavy equipment welder	-	47.71	49.27	-	48.93	50.53
Pipeline welder and distribution welder	48.43	-	-	49.66	-	-
Pipe welder	48.43	-	-	49.66	-	-
Gas fitter	48.00	-	-	49.22	-	-
Labourer (underground worker)	-	43.89	45.47	-	45.01	46.63
– Class 2	-	37.31	38.65	-	38.26	39.64

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

SCHEDULE D-1-A

Schedule applicable only to work carried out on job sites with bunkhouses

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Bricklayer–mason	-	44.01	45.47	-	45.13	46.63
Apprentice - Period 1	-	26.41	27.28	-	27.08	27.98
Apprentice - Period 2	-	30.81	31.83	-	31.59	32.64
Apprentice - Period 3	-	37.41	38.65	-	38.36	39.64
Insulator	-	44.93	46.37	-	46.08	47.55
Apprentice - Period 1	-	26.96	27.82	-	27.65	28.53
Apprentice - Period 2	-	31.45	32.46	-	32.26	33.29
Apprentice - Period 3	-	38.19	39.41	-	39.17	40.42
Tile setter	-	44.01	45.47	-	45.13	46.63
Apprentice - Period 1	-	26.41	27.28	-	27.08	27.98
Apprentice - Period 2	-	30.81	31.83	-	31.59	32.64
Apprentice - Period 3	-	37.41	38.65	-	38.36	39.64
Carpenter-joiner	-	43.98	45.41	-	45.10	46.57
Apprentice - Period 1	-	26.39	27.25	-	27.06	27.94
Apprentice - Period 2	-	30.79	31.79	-	31.57	32.60
Apprentice - Period 3	-	37.38	38.60	-	38.34	39.58
Boilermaker	44.51	-	-	45.65	-	-
Apprentice - Period 1	26.71	-	-	27.39	-	-
Apprentice - Period 2	31.16	-	-	31.96	-	-
Apprentice - Period 3	37.83	-	-	38.80	-	-
Cement finisher	-	43.12	44.58	-	44.22	45.72
Apprentice - Period 1	-	30.18	31.21	-	30.95	32.00
Apprentice - Period 2	-	36.65	37.89	-	37.59	38.86
Roofer	-	45.21	46.67	-	46.36	47.86
Apprentice - Period 1	-	31.65	32.67	-	32.45	33.50
Apprentice - Period 2	-	38.43	39.67	-	39.41	40.68
Electrician	44.51	-	-	45.65	-	-
Apprentice - Period 1	22.26	-	-	22.83	-	-
Apprentice - Period 2	26.71	-	-	27.39	-	-
Apprentice - Period 3	31.16	-	-	31.96	-	-
Apprentice - Period 4	37.83	-	-	38.80	-	-
Tinsmith	-	44.88	46.32	-	46.02	47.50
Apprentice - Period 1	-	26.93	27.79	-	27.61	28.50
Apprentice - Period 2	-	31.42	32.42	-	32.21	33.25
Apprentice - Period 3	-	38.15	39.37	-	39.12	40.38

SCHEDULE D-1-A

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Reinforcing steel erector	-	44.93	47.02	-	46.08	48.22
Apprentice	-	38.19	39.97	-	39.17	40.99
Refrigeration mechanic	44.51	-	-	45.65	-	-
Apprentice - Period 1	22.26	-	-	22.83	-	-
Apprentice - Period 2	26.71	-	-	27.39	-	-
Apprentice - Period 3	31.16	-	-	31.96	-	-
Apprentice - Period 4	37.83	-	-	38.80	-	-
Crane operator						
– Class A	-	44.51	45.95	-	45.65	47.12
Apprentice - Period 1	-	31.16	32.17	-	31.96	32.98
Apprentice - Period 2	-	37.83	39.06	-	38.80	40.05
– Class B	-	42.74	44.18	-	43.83	45.31
Apprentice - Period 1	-	29.92	30.93	-	30.68	31.72
Apprentice - Period 2	-	36.33	37.55	-	37.26	38.51
Crane operator (viaduct, except crane rental employer)						
– Class A	-	45.26	46.73	-	46.41	47.92
Apprentice - Period 1	-	31.68	32.71	-	32.49	33.54
Apprentice - Period 2	-	38.47	39.72	-	39.45	40.73
– Class B	-	43.48	44.93	-	44.59	46.08
Apprentice - Period 1	-	30.44	31.45	-	31.21	32.26
Apprentice - Period 2	-	36.96	38.19	-	37.90	39.17
Crane operator – Concrete pump operator (less than 42 metres)	-	40.42	41.86	-	41.45	42.93
Apprentice	-	34.36	35.58	-	35.23	36.49
Crane operator – Concrete pump operator (42 metres and over)	-	42.45	43.91	-	43.53	45.03
Apprentice	-	36.08	37.32	-	37.00	38.28
Security systems installer	36.30	-	-	37.23	-	-
Apprentice - Period 1	21.78	-	-	22.34	-	-
Apprentice - Period 2	25.41	-	-	26.06	-	-
Apprentice - Period 3	30.86	-	-	31.65	-	-
Elevator mechanic	49.26	-	-	50.52	-	-
Apprentice - Period 1	24.63	-	-	25.26	-	-
Apprentice - Period 2	29.56	-	-	30.31	-	-
Apprentice - Period 3	34.48	-	-	35.36	-	-
Apprentice - Period 4	41.87	-	-	42.94	-	-
Apprentice - Period 5	41.87	-	-	42.94	-	-

SCHEDULE D-1-A

TRADES AND SPECIALTIES	TAUX DE SALAIRE Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	TAUX DE SALAIRE Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Millwright	44.51	-	-	45.65	-	-
Apprentice - Period 1	26.71	-	-	27.39	-	-
Apprentice - Period 2	31.16	-	-	31.96	-	-
Apprentice - Period 3	37.83	-	-	38.80	-	-
Heavy equipment mechanic	-	43.82	45.29	-	44.94	46.44
Apprentice - Period 1	-	26.29	27.17	-	26.96	27.86
Apprentice - Period 2	-	30.67	31.70	-	31.46	32.51
Apprentice - Period 3	-	37.25	38.50	-	38.20	39.47
Fire-protection mechanic	44.51	-	-	45.65	-	-
Apprentice - Period 1	22.26	-	-	22.83	-	-
Apprentice - Period 2	26.71	-	-	27.39	-	-
Apprentice - Period 3	31.16	-	-	31.96	-	-
Apprentice - Period 4	37.83	-	-	38.80	-	-
Ironworker	-	44.93	48.60	-	46.08	49.84
Apprentice - Period 1	-	26.96	29.16	-	27.65	29.90
Apprentice - Period 2	-	31.45	34.02	-	32.26	34.89
Apprentice - Period 3	-	38.19	41.31	-	39.17	42.36
Erector-mechanic (glazier)	-	44.18	45.62	-	45.31	46.78
Apprentice - Period 1	-	26.51	27.37	-	27.19	28.07
Apprentice - Period 2	-	30.93	31.93	-	31.72	32.75
Apprentice - Period 3	-	37.55	38.78	-	38.51	39.76
Heavy equipment operator						
– Class AA	-	42.14	43.60	-	43.21	44.71
Apprentice	-	35.82	37.06	-	36.73	38.00
– Class A	-	40.87	42.32	-	41.91	43.40
Apprentice	-	34.74	35.97	-	35.62	36.89
– Class B	-	39.91	41.36	-	40.93	42.41
Apprentice	-	33.92	35.16	-	34.79	36.05
Shovel operator						
– Class AA	-	44.68	46.10	-	45.82	47.28
Apprentice	-	37.98	39.19	-	38.95	40.19
– Class A	-	43.42	44.86	-	44.53	46.00
Apprentice	-	36.91	38.13	-	37.85	39.10
– Class B	-	42.14	43.59	-	43.21	44.70
Apprentice	-	35.82	37.05	-	36.73	38.00
Painter	-	41.95	43.40	-	43.02	44.51
Apprentice - Period 1	-	25.17	26.04	-	25.81	26.71
Apprentice - Period 2	-	29.37	30.38	-	30.11	31.16
Apprentice - Period 3	-	35.66	36.89	-	36.57	37.83

SCHEDULE D-1-A

TRADES AND SPECIALTIES	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Painter-joint pointer	-	41.72	42.46	-	42.78	43.54
Apprentice - Period 1	-	25.03	25.48	-	25.67	26.12
Apprentice - Period 2	-	29.20	29.72	-	29.95	30.48
Apprentice - Period 3	-	35.46	36.09	-	36.36	37.01
Plasterer	-	42.53	43.98	-	43.61	45.10
Apprentice - Period 1	-	25.52	26.39	-	26.17	27.06
Apprentice - Period 2	-	29.77	30.79	-	30.53	31.57
Apprentice - Period 3	-	36.15	37.38	-	37.07	38.34
Plasterer-joint pointer	-	41.87	42.62	-	42.94	43.71
Apprentice - Period 1	-	25.12	25.57	-	25.76	26.23
Apprentice - Period 2	-	29.31	29.83	-	30.06	30.60
Apprentice - Period 3	-	35.59	36.23	-	36.50	37.15
Resilient flooring layer	-	41.51	42.21	-	42.96	43.68
Apprentice - Period 1	-	24.91	25.33	-	25.78	26.21
Apprentice - Period 2	-	29.06	29.55	-	30.07	30.58
Apprentice - Period 3	-	35.28	35.88	-	36.52	37.13
Interior systems installer	-	44.00	45.43	-	45.12	46.59
Apprentice - Period 1	-	26.40	27.26	-	27.07	27.95
Apprentice - Period 2	-	30.80	31.80	-	31.58	32.61
Apprentice - Period 3	-	37.40	38.62	-	38.35	39.60
Pipefitter	44.51	-	-	45.65	-	-
Apprentice - Period 1	22.26	-	-	22.83	-	-
Apprentice - Period 2	26.71	-	-	27.39	-	-
Apprentice - Period 3	31.16	-	-	31.96	-	-
Apprentice - Period 4	37.83	-	-	38.80	-	-

SCHEDULE D-1-A

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Surveyor	-	43.86	45.28	-	44.98	46.43
– Class 2	-	37.28	38.49	-	38.23	39.47
Blaster	-	42.58	44.00	-	43.67	45.12
– Class 2	-	36.19	37.40	-	37.12	38.35
Steam boiler fireman	-	37.59	39.02	-	38.55	40.02
– Fireman - Class IV	-	34.05	35.29	-	34.92	36.19
Clerk	-	1,162.09 /week	1,222.56 /week	-	1,185.91 /week	1,247.62 /week
Truck driver						
– Class AA	-	38.04	39.50	-	39.01	40.51
– Class A	-	36.80	38.24	-	37.74	39.22
– Class B	-	35.84	37.26	-	36.75	38.21
– Class C	-	35.39	36.82	-	36.29	37.76
Driller	-	42.58	44.00	-	43.67	45.12
– Class 2	-	36.19	37.40	-	37.12	38.35
Watchman (60 hr./week)	-	1,339.38 /week	1,424.27 /week	-	1,366.84 /week	1,453.47 /week
Heavy equipment serviceman	-	36.45	37.91	-	37.38	38.88
– Class 2	-	30.98	32.22	-	31.77	33.05
Storeman	-	31.56	33.00	-	32.36	33.84
– Class 2	-	26.83	28.05	-	27.51	28.76
Decontamination labourer	-	39.21	40.65	-	40.21	41.69
– Class 2	-	33.33	34.55	-	34.18	35.44
Labourer	-	35.50	36.95	-	36.41	37.89
– Class 2	-	30.18	31.41	-	30.95	32.21
Labourer (masonry)	-	36.69	38.14	-	37.63	39.11
– Class 2	-	31.19	32.42	-	31.99	33.24
Labourer (pipeline)	-	36.45	37.91	-	37.38	38.88
– Class 2	-	30.98	32.22	-	31.77	33.05
General helper	-	36.45	37.91	-	37.38	38.88
– Class 2	-	30.98	32.22	-	31.77	33.05
Labourer (roofing)	-	35.94	37.37	-	36.86	38.32
– Class 2	-	30.55	31.76	-	31.33	32.57
General helper (tile setter)	-	37.01	38.45	-	37.95	39.43
– Class 2	-	31.46	32.68	-	32.26	33.52
General helper (roofing)	-	36.87	38.32	-	37.81	39.30
– Class 2	-	31.34	32.57	-	32.14	33.41
Hoisting equipment operator						
– Class A	-	40.14	41.56	-	41.16	42.62
– Class B	-	38.68	40.14	-	39.67	41.16
Generator operator	-	37.55	39.00	-	38.51	39.99
Pump and compressor operator	-	39.61	41.05	-	40.62	42.10
– Class 2	-	33.67	34.89	-	34.53	35.79

SCHEDULE D-1-A

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Portable & stationary mixing plant operator	-	39.27	40.73	-	40.27	41.77
Diver	-	46.61	48.03	-	47.80	49.25
– Class 2	-	39.62	40.83	-	40.63	41.86
Heavy equipment tire & body repairman	-	40.91	42.36	-	41.95	43.44
– Class 2	-	34.77	36.01	-	35.66	36.92
Welder	-	43.26	44.71	-	44.36	45.85
– Class 2	-	36.77	38.00	-	37.71	38.97
Heavy equipment welder	-	43.83	45.29	-	44.95	46.44
Pipeline welder and distribution welder	44.51	-	-	45.65	-	-
Pipe welder	44.51	-	-	45.65	-	-
Gas fitter	44.11	-	-	45.23	-	-
Labourer (underground worker)	-	40.36	41.80	-	41.39	42.87
– Class 2	-	34.31	35.53	-	35.18	36.44

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

SCHEDULE D-1-A

Schedule applicable only to work carried out on job sites with bunkhouses

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Bricklayer–mason	-	46.28	47.82	-	47.46	49.04
Apprentice - Period 1	-	27.77	28.69	-	28.48	29.42
Apprentice - Period 2	-	32.40	33.47	-	33.22	34.33
Apprentice - Period 3	-	39.34	40.65	-	40.34	41.68
Insulator	-	47.26	48.76	-	48.47	50.00
Apprentice - Period 1	-	28.36	29.26	-	29.08	30.00
Apprentice - Period 2	-	33.08	34.13	-	33.93	35.00
Apprentice - Period 3	-	40.17	41.45	-	41.20	42.50
Tile setter	-	46.28	47.82	-	47.46	49.04
Apprentice - Period 1	-	27.77	28.69	-	28.48	29.42
Apprentice - Period 2	-	32.40	33.47	-	33.22	34.33
Apprentice - Period 3	-	39.34	40.65	-	40.34	41.68
Carpenter-joiner	-	46.25	48.01	-	47.43	49.48
Apprentice - Period 1	-	27.75	28.81	-	28.46	29.69
Apprentice - Period 2	-	32.38	33.61	-	33.20	34.64
Apprentice - Period 3	-	39.31	40.81	-	40.32	42.06
Boilermaker	46.81	-	-	48.00	-	-
Apprentice - Period 1	28.09	-	-	28.80	-	-
Apprentice - Period 2	32.77	-	-	33.60	-	-
Apprentice - Period 3	39.79	-	-	40.80	-	-
Cement finisher	-	45.35	46.89	-	46.51	48.09
Apprentice - Period 1	-	31.75	32.82	-	32.56	33.66
Apprentice - Period 2	-	38.55	39.86	-	39.53	40.88
Roofer	-	47.54	49.08	-	48.75	50.33
Apprentice - Period 1	-	33.28	34.36	-	34.13	35.23
Apprentice - Period 2	-	40.41	41.72	-	41.44	42.78
Electrician	46.81	-	-	48.00	-	-
Apprentice - Period 1	23.41	-	-	24.00	-	-
Apprentice - Period 2	28.09	-	-	28.80	-	-
Apprentice - Period 3	32.77	-	-	33.60	-	-
Apprentice - Period 4	39.79	-	-	40.80	-	-
Tinsmith	-	47.19	48.71	-	48.39	49.95
Apprentice - Period 1	-	28.31	29.23	-	29.03	29.97
Apprentice - Period 2	-	33.03	34.10	-	33.87	34.97
Apprentice - Period 3	-	40.11	41.40	-	41.13	42.46

SCHEDULE D-1-A

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Reinforcing steel erector	-	47.26	49.45	-	48.47	50.71
Apprentice	-	40.17	42.03	-	41.20	43.10
Refrigeration mechanic	46.81	-	-	48.00	-	-
Apprentice - Period 1	23.41	-	-	24.00	-	-
Apprentice - Period 2	28.09	-	-	28.80	-	-
Apprentice - Period 3	32.77	-	-	33.60	-	-
Apprentice - Period 4	39.79	-	-	40.80	-	-
Crane operator						
– Class A	-	46.81	48.32	-	48.00	49.55
Apprentice - Period 1	-	32.77	33.82	-	33.60	34.69
Apprentice - Period 2	-	39.79	41.07	-	40.80	42.12
– Class B	-	44.95	46.47	-	46.10	47.65
Apprentice - Period 1	-	31.47	32.53	-	32.27	33.36
Apprentice - Period 2	-	38.21	39.50	-	39.19	40.50
Crane operator (viaduct, except crane rental employer)						
– Class A	-	47.59	49.14	-	48.80	50.39
Apprentice - Period 1	-	33.31	34.40	-	34.16	35.27
Apprentice - Period 2	-	40.45	41.77	-	41.48	42.83
– Class B	-	45.73	47.26	-	46.90	48.47
Apprentice - Period 1	-	32.01	33.08	-	32.83	33.93
Apprentice - Period 2	-	38.87	40.17	-	39.87	41.20
Crane operator – Concrete pump operator (less than 42 metres)	-	42.51	44.02	-	43.59	45.14
Apprentice	-	36.13	37.42	-	37.05	38.37
Crane operator – Concrete pump operator (42 metres and over)	-	44.64	45.78	-	46.18	47.36
Apprentice	-	37.94	38.91	-	39.25	40.26
Security systems installer	38.18	-	-	39.15	-	-
Apprentice - Period 1	22.91	-	-	23.49	-	-
Apprentice - Period 2	26.73	-	-	27.41	-	-
Apprentice - Period 3	32.45	-	-	33.28	-	-
Elevator mechanic	51.81	-	-	53.13	-	-
Apprentice - Period 1	25.91	-	-	26.57	-	-
Apprentice - Period 2	31.09	-	-	31.88	-	-
Apprentice - Period 3	36.27	-	-	37.19	-	-
Apprentice - Period 4	44.04	-	-	45.16	-	-
Apprentice - Period 5	44.04	-	-	45.16	-	-

SCHEDULE D-1-A

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Millwright	46.81	-	-	48.00	-	-
Apprentice - Period 1	28.09	-	-	28.80	-	-
Apprentice - Period 2	32.77	-	-	33.60	-	-
Apprentice - Period 3	39.79	-	-	40.80	-	-
Heavy equipment mechanic	-	46.09	47.62	-	47.27	48.83
Apprentice - Period 1	-	27.65	28.57	-	28.36	29.30
Apprentice - Period 2	-	32.26	33.33	-	33.09	34.18
Apprentice - Period 3	-	39.18	40.48	-	40.18	41.51
Fire-protection mechanic	46.81	-	-	48.00	-	-
Apprentice - Period 1	23.41	-	-	24.00	-	-
Apprentice - Period 2	28.09	-	-	28.80	-	-
Apprentice - Period 3	32.77	-	-	33.60	-	-
Apprentice - Period 4	39.79	-	-	40.80	-	-
Ironworker	-	47.26	51.11	-	48.47	52.41
Apprentice - Period 1	-	28.36	30.67	-	29.08	31.45
Apprentice - Period 2	-	33.08	35.78	-	33.93	36.69
Apprentice - Period 3	-	40.17	43.44	-	41.20	44.55
Erector-mechanic (glazier)	-	46.47	47.97	-	47.65	49.19
Apprentice - Period 1	-	27.88	28.78	-	28.59	29.51
Apprentice - Period 2	-	32.53	33.58	-	33.36	34.43
Apprentice - Period 3	-	39.50	40.77	-	40.50	41.81
Heavy equipment operator						
– Class AA	-	44.31	45.85	-	45.44	47.02
Apprentice	-	37.66	38.97	-	38.62	39.97
– Class A	-	42.98	44.51	-	44.08	45.65
Apprentice	-	36.53	37.83	-	37.47	38.80
– Class B	-	41.97	43.49	-	43.04	44.60
Apprentice	-	35.67	36.97	-	36.58	37.91
Shovel operator						
– Class AA	-	46.99	48.49	-	48.19	49.73
Apprentice	-	39.94	41.22	-	40.96	42.27
– Class A	-	45.67	47.17	-	46.83	48.37
Apprentice	-	38.82	40.09	-	39.81	41.11
– Class B	-	44.31	45.84	-	45.44	47.01
Apprentice	-	37.66	38.96	-	38.62	39.96
Painter	-	44.12	45.65	-	45.25	46.81
Apprentice - Period 1	-	26.47	27.39	-	27.15	28.09
Apprentice - Period 2	-	30.88	31.96	-	31.68	32.77
Apprentice - Period 3	-	37.50	38.80	-	38.46	39.79

SCHEDULE D-1-A

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Painter-joint pointer	-	43.87	44.65	-	44.99	45.79
Apprentice - Period 1	-	26.32	26.79	-	26.99	27.47
Apprentice - Period 2	-	30.71	31.26	-	31.49	32.05
Apprentice - Period 3	-	37.29	37.95	-	38.24	38.92
Plasterer	-	44.72	46.25	-	45.86	47.43
Apprentice - Period 1	-	26.83	27.75	-	27.52	28.46
Apprentice - Period 2	-	31.30	32.38	-	32.10	33.20
Apprentice - Period 3	-	38.01	39.31	-	38.98	40.32
Plasterer-joint pointer	-	44.03	44.82	-	45.15	45.96
Apprentice - Period 1	-	26.42	26.89	-	27.09	27.58
Apprentice - Period 2	-	30.82	31.37	-	31.61	32.17
Apprentice - Period 3	-	37.43	38.10	-	38.38	39.07
Resilient flooring layer	-	44.45	45.18	-	46.07	46.82
Apprentice - Period 1	-	26.67	27.11	-	27.64	28.09
Apprentice - Period 2	-	31.12	31.63	-	32.25	32.77
Apprentice - Period 3	-	37.78	38.40	-	39.16	39.80
Interior systems installer	-	46.27	47.78	-	47.45	49.00
Apprentice - Period 1	-	27.76	28.67	-	28.47	29.40
Apprentice - Period 2	-	32.39	33.45	-	33.22	34.30
Apprentice - Period 3	-	39.33	40.61	-	40.33	41.65
Pipefitter	46.81	-	-	48.00	-	-
Apprentice - Period 1	23.41	-	-	24.00	-	-
Apprentice - Period 2	28.09	-	-	28.80	-	-
Apprentice - Period 3	32.77	-	-	33.60	-	-
Apprentice - Period 4	39.79	-	-	40.80	-	-

SCHEDULE D-1-A

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Surveyor	-	46.13	47.61	-	47.31	48.82
– Class 2	-	39.21	40.47	-	40.21	41.50
Blaster	-	44.78	46.27	-	45.92	47.45
– Class 2	-	38.06	39.33	-	39.03	40.33
Steam boiler fireman	-	39.53	41.04	-	40.54	42.09
– Fireman - Class IV	-	35.86	37.16	-	36.87	38.21
Clerk	-	1,213.80 /week	1,276.20 /week	-	1,244.40 /week	1,308.60 /week
Truck driver						
– Class AA	-	40.00	41.54	-	41.02	42.60
– Class A	-	38.70	40.22	-	39.69	41.25
– Class B	-	37.69	39.18	-	38.65	40.18
– Class C	-	37.22	38.72	-	38.17	39.71
Driller	-	44.78	46.27	-	45.92	47.45
– Class 2	-	38.06	39.33	-	39.03	40.33
Watchman (60 hr./week)	-	1,398.00 /week	1,486.20 /week	-	1,432.80 /week	1,522.80 /week
Heavy equipment serviceman	-	38.33	39.87	-	39.31	40.89
– Class 2	-	32.58	33.89	-	33.41	34.76
Storeman	-	33.24	34.75	-	34.19	35.74
– Class 2	-	28.25	29.54	-	29.06	30.38
Decontamination labourer	-	41.24	42.75	-	42.29	43.84
– Class 2	-	35.05	36.34	-	35.95	37.26
Labourer	-	37.34	38.86	-	38.29	39.85
– Class 2	-	31.74	33.03	-	32.55	33.87
Labourer (masonry)	-	38.59	40.11	-	39.57	41.13
– Class 2	-	32.80	34.09	-	33.63	34.96
Labourer (pipeline)	-	38.33	39.87	-	39.31	40.89
– Class 2	-	32.58	33.89	-	33.41	34.76
General helper	-	38.33	39.87	-	39.31	40.89
– Class 2	-	32.58	33.89	-	33.41	34.76
Labourer (roofing)	-	37.80	39.30	-	38.76	40.30
– Class 2	-	32.13	33.41	-	32.95	34.26
General helper (tile setter)	-	38.92	40.44	-	39.91	41.47
– Class 2	-	33.08	34.37	-	33.92	35.25
General helper (roofing)	-	38.77	40.30	-	39.76	41.33
– Class 2	-	32.95	34.26	-	33.80	35.13
Hoisting equipment operator						
– Class A	-	42.21	43.71	-	43.29	44.82
– Class B	-	40.68	42.21	-	41.72	43.29
Generator operator	-	39.49	41.01	-	40.50	42.06
Pump and compressor operator	-	41.66	43.17	-	42.72	44.27
– Class 2	-	35.41	36.69	-	36.31	37.63

SCHEDULE D-1-A

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 7:00 to 19:00	(3) ** Wage 19:00 to 7:00
Portable & stationary mixing plant operator	-	41.30	42.84	-	42.35	43.93
Diver	-	49.02	50.51	-	50.27	51.80
– Class 2	-	41.67	42.93	-	42.73	44.03
Heavy equipment tire & body repairman	-	43.02	44.55	-	44.12	45.69
– Class 2	-	36.57	37.87	-	37.50	38.84
Welder	-	45.49	47.02	-	46.65	48.22
– Class 2	-	38.67	39.97	-	39.65	40.99
Heavy equipment welder	-	46.10	47.62	-	47.28	48.83
Pipeline welder and distribution welder	46.81	-	-	48.00	-	-
Pipe welder	46.81	-	-	48.00	-	-
Gas fitter	46.38	-	-	47.56	-	-
Labourer (underground worker)	-	42.45	43.96	-	43.53	45.08
– Class 2	-	36.08	37.37	-	37.00	38.32

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

SCHEDULE D-2

Schedule applicable only to employees assigned to work on natural gas and oil transportation pipelines, natural gas distribution networks and natural gas supply networks.

For journeymen and the occupations, Schedule D-2 wage rates are those as specified in Schedule D plus $5.56 as of August 1, 2021, $5.67 as of May 1, 2022, $5.79 as of April 30, 2023 and $5.91 as of April 28, 2024.

For apprentices, Section 25 of the *Regulation respecting the vocational training of manpower in the construction industry* (R-20, r. 6.2) shall apply (journeyman wage rate in Schedule D + the amount specified in the preceding paragraph x the percentage specified in Section 25 of the Regulation).

SCHEDULE D-3

Schedule applicable only to wind turbines

	WAGE RATES Effective August 1, 2021			WAGE RATES Effective May 1, 2022		
TRADES AND SPECIALTIES	(1) * Hourly Wage - Day	(2) ** Wage 6:30 to 18:30	(3) ** Wage 18:30 to 6:00	(1) * Hourly Wage - Day	(2) ** Wage 6:30 to 18:30	(3) ** Wage 18:30 to 6:00
Carpenter-joiner	-	40.50	41.87	-	41.33	42.73
Apprentice - Period 1	-	24.30	25.12	-	24.80	25.64
Apprentice - Period 2	-	28.35	29.31	-	28.93	29.91
Apprentice - Period 3	-	34.43	35.59	-	35.13	36.32
Electrician	44.25	-	-	45.16	-	-
Apprentice - Period 1	22.13	-	-	22.58	-	-
Apprentice - Period 2	26.55	-	-	27.10	-	-
Apprentice - Period 3	30.98	-	-	31.61	-	-
Apprentice - Period 4	37.61	-	-	38.39	-	-
Reinforcing steel erector	-	42.16	43.55	-	43.02	44.44
Apprentice	-	35.84	37.02	-	36.57	37.77
Heavy equipment mechanic	-	39.29	40.70	-	40.10	41.53
Apprentice - Period 1	-	23.57	24.42	-	24.06	24.92
Apprentice - Period 2	-	27.50	28.49	-	28.07	29.07
Apprentice - Period 3	-	33.40	34.60	-	34.09	35.30
Shovel operator	-	40.37	41.77	-	41.20	42.63
Apprentice	-	34.31	35.50	-	35.02	36.24

SCHEDULE D-3

OCCUPATIONS	WAGE RATES Effective August 1, 2021 (1) * Hourly Wage - Day	(2) ** Wage 6:30 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective May 1, 2022 (1) * Hourly Wage - Day	(2) ** Wage 6:30 to 18:30	(3) ** Wage 18:30 to 6:00
Surveyor	-	40.38	41.77	-	41.21	42.63
– Class 2	-	34.32	35.50	-	35.03	36.24
Blaster	-	38.24	39.63	-	39.02	40.44
– Class 2	-	32.50	33.69	-	33.17	34.37
Driller	-	38.24	39.63	-	39.02	40.44
– Class 2	-	32.50	33.69	-	33.17	34.37
Watchman (60 hr./week)	-	1,174.69 /week	1,256.67 /week	-	1,198.77 /week	1,282.43 /week
General helper	-	33.69	35.07	-	34.38	35.79
– Class 2	-	28.64	29.81	-	29.22	30.42
Pump and compressor operator	-	36.48	37.88	-	37.23	38.66
– Class 2	-	31.01	32.20	-	31.65	32.86

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

NOTE: The journeymen and apprentices of the trades as defined under the *Regulation respecting the vocational training of manpower in the construction industry* and the occupations, that work in the sector covered by this schedule, but are not specified, shall receive the wage rates shown in Schedule D.

SCHEDULE D-3

Schedule applicable only to wind turbines

TRADES AND SPECIALTIES	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Carpenter-joiner	-	42.18	43.86	-	43.04	45.01
Apprentice - Period 1	-	25.31	26.32	-	25.82	27.01
Apprentice - Period 2	-	29.53	30.70	-	30.13	31.51
Apprentice - Period 3	-	35.85	37.28	-	36.58	38.26
Electrician	46.09	-	-	47.03	-	-
Apprentice - Period 1	23.05	-	-	23.52	-	-
Apprentice - Period 2	27.65	-	-	28.22	-	-
Apprentice - Period 3	32.26	-	-	32.92	-	-
Apprentice - Period 4	39.18	-	-	39.98	-	-
Reinforcing steel erector	-	44.13	46.08	-	45.26	47.75
Apprentice	-	37.51	39.17	-	38.47	40.59
Heavy equipment mechanic	-	40.92	42.38	-	41.76	43.25
Apprentice - Period 1	-	24.55	25.43	-	25.06	25.95
Apprentice - Period 2	-	28.64	29.67	-	29.23	30.28
Apprentice - Period 3	-	34.78	36.02	-	35.50	36.76
Shovel operator	-	42.04	43.50	-	42.90	44.39
Apprentice	-	35.73	36.98	-	36.47	37.73

SCHEDULE D-3

OCCUPATIONS	WAGE RATES Effective April 30, 2023 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00	WAGE RATES Effective April 28, 2024 (1) * Hourly Wage - Day	(2) ** Wage 6:00 to 18:30	(3) ** Wage 18:30 to 6:00
Surveyor	-	42.05	43.50	-	42.91	44.39
– Class 2	-	35.74	36.98	-	36.47	37.73
Blaster	-	39.82	41.27	-	40.64	42.12
– Class 2	-	33.85	35.08	-	34.54	35.80
Driller	-	39.82	41.27	-	40.64	42.12
– Class 2	-	33.85	35.08	-	34.54	35.80
Watchman (60 hr./week)	-	1,226.40 /week	1,311.60 /week	-	1,257.60 /week	1,344.60 /week
General helper	-	35.13	36.57		35.95	37.42
– Class 2	-	29.86	31.08		30.56	31.81
Pump and compressor operator	-	37.99	39.45		38.77	40.26
– Class 2	-	32.29	33.53		32.95	34.22

* *Shift work premiums and change-in-work-schedule premiums are added only when and as specified in Division 23 to the trade and occupation wage rates appearing in column (1).*

** *Shift work premiums and change-in-work-schedule premiums are already provided for and included in the trade and occupation wage rates appearing in columns (2) and (3).*

NOTE: The journeymen and apprentices of the trades as defined under the *Regulation respecting the vocational training of manpower in the construction industry* and the occupations, that work in the sector covered by this schedule, but are not specified, shall receive the wage rates shown in Schedule D.

SCHEDULE E-1

Transmission Lines, Electric Power Stations and Communication Towers

CLASSIFICATION	WAGE 2021 Effective August 1, 2021	WAGE 2022 Effective May 1, 2022	WAGE 2023 Effective April 30, 2023	WAGE 2024 Effective April 28, 2024
Lineman helper	35.25	35.97	36.71	37.46
Apprentice assembler (lines)	36.20	36.94	37.70	38.47
Surveyor	40.52	41.35	42.20	43.07
Surveyor – Class 2	34.45	35.16	35.88	36.62
Assembler	40.85	41.69	42.54	43.41
Blaster	40.44	41.27	42.12	42.98
Carpenter-joiner	40.52	41.35	42.20	43.07
Crew leader – cable pulling	41.10	41.94	42.80	43.68
Crew leader-post installation	42.80	43.68	45.08	46.50
Heavy equipment and/or heavy machines operator	40.83	41.67	42.52	43.39
Light & medium weight machines operator	36.02	36.76	37.51	38.28
Electrician	44.25	45.16	46.09	47.03
Trimmer	36.20	36.94	37.70	38.47
Splicer-fuser (above ground)	42.65	43.52	44.41	45.32
Splicer-fuser (underground)	40.85	41.69	42.54	43.41
Reinforcing steel erector	42.16	43.02	43.90	44.80
Driller	40.44	41.27	42.12	42.98
Driller (casing)	40.44	41.27	42.12	42.98
Fuser (fibre optics)	40.85	41.69	42.54	43.41
Watchman	1,159.09 /week	1,182.85 /week	1,207.10 /week	1,231.85 /week
General helper	33.84	34.53	35.24	35.96
Heavy equipment mechanic	39.77	40.59	41.42	42.27
Lineman, 1st Class	42.65	43.52	44.91	46.33
Lineman, 2nd Class	40.85	41.69	42.54	43.41
Lineman, 3rd Class	36.20	36.94	37.70	38.47
Lineman, 4th Class	35.25	35.97	36.71	37.46
Compressor operator	36.64	37.39	38.16	38.94
Crane operator	40.83	41.67	42.52	43.39
Crane operator (tower erection)	42.53	43.40	44.29	45.20
Tensioner operator	40.83	41.67	42.52	43.39

SCHEDULE E-1

CLASSIFICATION	WAGE 2021 Effective August 1, 2021	WAGE 2022 Effective May 1, 2022	WAGE 2023 Effective April 30, 2023	WAGE 2024 Effective April 28, 2024
Puller operator	40.83	41.67	42.52	43.39
Shovel operator	40.84	41.68	42.53	43.40
Pile setter	40.52	41.35	42.20	43.07
Welder	40.22	41.04	41.88	42.74
Cable puller	36.20	36.94	37.70	38.47

NOTE: The journeymen and apprentices of the trades as defined under the *Regulation respecting the vocational training of manpower in the construction industry* that work in the sector covered by this schedule, but are not specified, shall receive the wage rates shown in Schedules D, D-1 or D-1-A, as the case may be, and the related social benefits (fringe benefits).

The social benefits (fringe benefits) applicable to electricians are those provided for in Articles 28.05 and 28.08.

SCHEDULE E-2

Distribution Lines and Catenaries

CLASSIFICATION	WAGE 2021 Effective August 1, 2021	WAGE 2022 Effective May 1, 2022	WAGE 2023 Effective April 30, 2023	WAGE 2024 Effective April 28, 2024
Lineman helper	35.25	35.97	36.71	37.46
Blaster	40.44	41.27	42.12	42.98
Crew leader – cable pulling	41.10	41.94	42.80	43.68
Truck driver (line truck)	35.25	35.97	36.71	37.46
Crew leader-post digging and installation	42.80	43.68	45.08	46.50
Electrician	44.25	45.16	46.09	47.03
Trimmer	36.20	36.94	37.70	38.47
Splicer-fuser (underground)	40.85	41.69	42.54	43.41
Driller	40.44	41.27	42.12	42.98
Watchman	1,159.09 /week	1,182.85 /week	1,207.10 /week	1,231.85 /week
General helper	33.84	34.53	35.24	35.96
Lineman, 1st Class	42.65	43.52	44.91	46.33
Lineman, 2nd Class	40.85	41.69	42.54	43.41
Lineman, 3rd Class	36.20	36.94	37.70	38.47
Lineman, 4th Class	35.25	35.97	36.71	37.46
Equipment and vehicle operator	36.02	36.76	37.51	38.28
Compressor operator	36.64	37.39	38.16	38.94
Heavy equipment and/or heavy machines operator	37.55	38.32	39.11	39.91
Welder	40.22	41.04	41.88	42.74
Cable puller	36.20	36.94	37.70	38.47

NOTE: The journeymen and apprentices of the trades as defined under the *Regulation respecting the vocational training of manpower in the construction industry* that work in the sector covered by this schedule, but are not specified, shall receive the wage rates shown in Schedules D, D-1 or D-1-A, as the case may be, and the related social benefits (fringe benefits).

The social benefits (fringe benefits) applicable to electricians are those provided for in Articles 28.05 and 28.08.

SCHEDULE E-3

Communication Networks

CLASSIFICATION	WAGE 2021 Effective August 1, 2021	WAGE 2022 Effective May 1, 2022	WAGE 2023 Effective April 30, 2023	WAGE 2024 Effective April 28, 2024
Apprentice-T lineman	36.11	36.85	37.61	38.38
Blaster	40.44	41.27	42.12	42.98
Crew leader – cable pulling	41.10	41.94	42.80	43.68
Truck driver	35.09	35.81	36.54	37.29
Truck driver (digging)	35.53	36.26	37.00	37.76
Crew leader-post digging and installation	42.80	43.68	45.08	46.50
Trimmer	36.20	36.94	37.70	38.47
Driller-Compressor operator	40.44	41.27	42.12	42.98
Watchman	1,159.09 /week	1,182.85 /week	1,207.10 /week	1,231.85 /week
General helper	33.84	34.53	35.24	35.96
T lineman	40.32	41.15	42.49	43.86
Equipment operator (slasher and backhoe)	36.02	36.76	37.51	38.28
Equipment and vehicle operator	36.02	36.76	37.51	38.28
Heavy equipment and/or heavy machines operator	37.55	38.32	39.11	39.91
Welder	40.22	41.04	41.88	42.74
Cable puller	36.20	36.94	37.70	38.47

NOTE: The journeymen and apprentices of the trades as defined under the *Regulation respecting the vocational training of manpower in the construction industry* that work in the sector covered by this schedule, but are not specified, shall receive the wage rates shown in Schedules D, D-1 or D-1-A, as the case may be, and the related social benefits (fringe benefits).

SCHEDULE E-4

Electric power transmission lines and stations, communication towers, distribution lines and stations, catenaries and communication networks: remote job sites, James Bay and job sites north of 55th parallel (including Great Whale)

CLASSIFICATION	WAGE 2021 Effective August 1, 2021	WAGE 2022 Effective May 1, 2022	WAGE 2023 Effective April 30, 2023	WAGE 2024 Effective April 28, 2024
Lineman helper	38.09	38.87	39.67	40.48
Apprentice assembler (lines)	39.09	39.89	40.71	41.54
Apprentice-T lineman	38.98	39.78	40.60	41.43
Surveyor	43.83	44.73	45.65	46.59
Surveyor – Class 2	37.25	38.01	38.79	39.59
Assembler	44.20	45.11	46.03	46.97
Blaster	43.95	44.85	45.77	46.71
Carpenter-joiner	43.83	44.73	45.65	46.59
Crew leader – cable pulling	44.44	45.35	46.28	47.23
Crew leader-post installation	46.32	47.27	48.74	50.24
Heavy equipment and/or heavy machines operator (communication towers; stations and lines)	44.17	45.08	46.00	46.94
Light & medium weight machines operator	38.91	39.71	40.52	41.35
Truck driver	37.90	38.68	39.47	40.28
Truck driver (digging)	38.37	39.16	39.96	40.78
Truck driver (line truck)	38.09	38.87	39.67	40.48
Crew leader-post digging and installation	46.32	47.27	48.74	50.24
Electrician	47.90	48.88	49.88	50.90
Trimmer	39.09	39.89	40.71	41.54
Splicer-fuser (above ground)	46.14	47.09	48.06	49.05
Splicer-fuser (underground)	44.20	45.11	46.03	46.97
Reinforcing steel erector	45.61	46.55	47.50	48.47
Driller	43.95	44.85	45.77	46.71
Driller (casing)	43.95	44.85	45.77	46.71
Fuser (fibre optics)	44.20	45.11	46.03	46.97
Watchman	1,241.08 /week	1,266.52 /week	1,292.48 /week	1,318.98 /week
General helper	36.31	37.05	37.81	38.59
Heavy equipment mechanic	43.02	43.90	44.80	45.72

SCHEDULE E-4

CLASSIFICATION	WAGE 2021 Effective August 1, 2021	WAGE 2022 Effective May 1, 2022	WAGE 2023 Effective April 30, 2023	WAGE 2024 Effective April 28, 2024
T lineman	43.62	44.51	45.92	47.36
Lineman, 1st Class	46.14	47.09	48.56	50.06
Lineman, 2nd Class	44.20	45.11	46.03	46.97
Lineman, 3rd Class	39.09	39.89	40.71	41.54
Lineman, 4th Class	38.09	38.87	39.67	40.48
Equipment operator (slasher and backhoe)	38.91	39.71	40.52	41.35
Equipment and vehicle operator	38.91	39.71	40.52	41.35
Compressor operator	39.59	40.40	41.23	42.08
Crane operator	44.17	45.08	46.00	46.94
Crane operator (tower erection)	46.01	46.95	47.91	48.89
Tensioner operator	44.17	45.08	46.00	46.94
Puller operator	44.17	45.08	46.00	46.94
Heavy equipment and/or heavy machines operator (communication and distribution networks)	40.60	41.43	42.28	43.15
Shovel operator	44.19	45.10	46.02	46.96
Pile setter	43.83	44.73	45.65	46.59
Welder	43.49	44.38	45.29	46.22
Cable puller	39.09	39.89	40.71	41.54

NOTE: The journeymen and apprentices of the trades as defined under the *Regulation respecting the vocational training of manpower in the construction industry* that work in the sector covered by this schedule, but are not specified, shall receive the wage rates shown in Schedules D, D-1 or D-1-A, as the case may be, and the related social benefits (fringe benefits).

SCHEDULE F

EMPLOYEE STATEMENT
IN ACCORDANCE WITH ARTICLE 6.03, SUBSECTION 2)

Name of company: _____

Name of employee: _____

Trade, specialty or occupation: _____

Employee's home address (domicile): _____

_____

Mailing address, if other than home address: _____

_____

Telephone number of employee: _____

Email address (optional): _____

Fax number (optional): _____

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 earnings statement (pay slip), record of employment and any other document related to my employment:

- By email Yes ☐ No ☐
- By fax Yes ☐ No ☐

Employee's signature: _____

Date: _____

SCHEDULE G

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
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Québec QC G1Y 2S7
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Fax 418 656-7688

BRAULT, Serge
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bureau 101
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Fax 514 739-9222

CORRIVEAU, Alain
17, Victoria, Case postale 6
Knowlton, QC J0E 1V0
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COTÉ, Robert
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Eastman QC J0E 1P0
Telephone 514 903-9893

COURTEMANCHE, Louis B.
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HAMELIN, François
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bureau 102
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FAUCHER, Nathalie
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Fax 514 762-5139

FLYNN, Maureen
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LAMY, Francine
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Fax 438 333-0910

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1, rue McGill
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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
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Fax 450 836-7712

ROUSSEAU, André
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CSP Carrefour Langelier
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Telephone 514 345-2999
Fax 514 345-8248

ROY, Dominique-Anne
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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 H

LIST OF TOOLS SUPPLIED BY AN INSULATOR

1 Measuring tape, 4 m (13 ft.)
1 Set of levelling trowels, 4" and 8"
1 Pointer
1 Knife
1 Pair of pliers and cutters
1 Crosscut trimming saw
1 Punch
1 Mineral wool scissors
1 Compass set, 6" and 12"
1 Chisel, M1
1 Chisel, M2
1 Chisel, M3
1 Square, 24"
1 Pair of vise grips
1 Screwdriver, #10
1 Paint brush, 4"
1 Tool bucket
1 Leather belt
1 Toolbox
1 Utility knife
1 Set of adjustable wrenches from 1/4" to 1 1/4"
1 Hammer
1 Elastic for tank
1 Protractor

SCHEDULE I

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 Plumbline
1 Set of wood chisels
1 Gypsum knife
1 Compass saw
1 Hacksaw
1 Staple gun
1 Pair of sheet metal cutters
1 Crowbar
1 Finishing handsaw
1 Handsaw
1 Compass
1 Set of screwdrivers
1 Large square
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 Plumbline
1 Set of wood chisels
1 Gypsum knife
1 Crow bar
1 Handsaw
1 Finishing square

SCHEDULE J

LIST OF TOOLS SUPPLIED BY AN ELECTRICIAN-JOURNEYMAN

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

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 16 ft. in length
1 Toolbag
1 Toolbox

SCHEDULE K

LIST OF TOOLS SUPPLIED BY A TINSMITH

1 Tinsmith's hammer, 16 ounces
1 Pair of left cut snips
1 Pair of combination pliers, 8"
1 Vise grip clamp
1 Measuring tape, 16 ft.
1 Set of screwdrivers
1 Awl
1 Toolbag
1 Toolbox

SCHEDULE L

LIST OF TOOLS SUPPLIED BY A REINFORCING STEEL ERECTOR

1 Reel
1 Measuring tape, 5 m
1 Chalk holder
Chalk
Pliers (1008 or the equivalent) and (round-nose)

SCHEDULE M

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 square-head screwdrivers
1 Set of 3 standard screwdrivers (flat head)
1 Automatic screwdriver
1 Hacksaw, 12"
1 Set of socket wrenches, 3/8" to 1 1/4"
1 Straight rod with ratchet, 1/2"
1 Set of Allen keys, 1/16" to 3/8"
1 Pocket thermometer
1 Flat file
1 Round file
1 Pocket knife
1 Flashlight
1 Lighter
1 Hammer
1 Manometer set with charging hoses
1 Ammeter-ohmmeter
1 Extension cord, 50 ft.

SCHEDULE M-1

LIST OF TOOLS SUPPLIED BY A FIRE-PROTECTION MECHANIC

1 Plumbline
1 Pair of Wiss snips
3 Sets of screwdrivers
1 Pipe wrench, 8”
1 Measuring tape, 25 ft.
1 Toolbag
1 Level, 10”
1 Westcott wrench, 10”

SCHEDULE N

LIST OF TOOLS SUPPLIED BY AN ELEVATOR MECHANIC-JOURNEYMAN

The following tools shall be supplied by an elevator mechanic-journeyman as a condition of employment:

1 Measuring tape, 16 ft. by 3/4”
1 Pocket knife
1 Set of combined open-end and box-end wrenches, 3/8” to 1 1/4”
1 Adjustable wrench, 12”
1 Set of ratchet socket wrenches with less than 3/4” span
1 Set of Allen keys, 1/16” to 1/2”
1 Pair of straight pliers, insulated
1 Pair of long nose pliers
1 Pair of vise grips
1 Pair of tin snips
1 Set of 3 Philips screwdrivers (star)
1 Set of 3 square-head screwdrivers
1 Set of 3 standard screwdrivers (flat head)
1 Automatic screwdriver
1 Adjustable hacksaw (blades are supplied by employer)
1 Ball-peen hammer
1 Awl
1 Punch
2 Cold chisels
1 Level, 24”
1 Plumbline
1 Square, 24”
1 Adjustable combination square, 90° - 45°, 12”
1 Putty knife
1 Flashlight
1 Crowbar
1 Pair of cutting pliers
1 Toolbox with padlock
1 Wood handsaw
1 Wood hammer
1 Voltmeter (VOM)

LIST OF TOOLS SUPPLIED BY AN APPRENTICE ELEVATOR MECHANIC

The following tools shall be supplied by an apprentice elevator mechanic as a condition of employment:

1 Measuring tape, 16 ft. by 3/4”
1 Pocket knife
1 Set of Allen keys, 1/16” to 1/2”
1 Pair of straight pliers, insulated
1 Pair of long nose pliers
1 Set of 3 Phillips screwdrivers (star)
1 Set of 3 square-head screwdrivers
1 Set of 3 standard screwdrivers (flat head)

SCHEDULE O

LIST OF TOOLS SUPPLIED BY AN IRONWORKER

1 Tool belt
1 Adjustable wrench, 12”
1 Spanner, 1 1/4”
1 Bull pin
1 Measuring tape, 5 m
1 Lighter (for blow torch)
1 Small square
1 Hammer
1 Centre punch
2 Vise grips
2 Vise grip C clamps
2 Clips
1 Monkey wrench, 6”
1 Cold chisel

SCHEDULE P

LIST OF TOOLS SUPPLIED BY A RESILIENT FLOORING LAYER

Steel measuring tape, 8 m (25 ft.)
True flush cutter
Sharpening stone
File
Rug lining cutter
Kicker
Razor blade knife
Utility knife
Smooth edge cutter
Stair tools
Ply bar
Chalk line
Floor scraper, 4”
Hacksaw
Magnetic hammer
Hammer
Electric stapler (Duo-Fast)
Drawing bar
Cold chisel, 3/4”
Multi-point screwdrivers

SCHEDULE Q

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, 90° - 45°, 12”
1 Pair of large clamps, 9”, 11”, or 13”
1 Hacksaw
2 Pairs of Wiss snips
1 Cold chisel, up to 3/4”
1 Hammer
2 Vise grip C clamps
4 Line clips
1 Side cutter
1 Dryline, 300 ft.
1 Set of screwdrivers
1 Gypsum knife
1 Gypsum saw (compass)
1 Gypsum hatchet
1 Awl
1 Gypsum rasp
1 Gypsum round cutter
1 Toolbox and padlock
1 Battery-powered screwdriver
1 Electric screw gun
1 Extension cord, 100 ft.
1 Electric drill

SCHEDULE R

LIST OF TOOLS SUPPLIED BY A PIPEFITTER

List of personal tools that all pipefitter-journeymen shall supply in the performance of sanitary plumbing work assigned to them by an employer as established under the *Plumbing Code* (R.S.Q., 1981, c.i.-12.1, r.1):

1 pocket knife
3 pipe wrenches, 10", 12" and 14"
2 adjustable wrenches, 6", 10" and 14"
2 cold chisels
1 lead pencil
1 ball-peen hammer
1 nail hammer
1 hacksaw
1 copper tubing cutter, 1/8"
1 pair of cutting pliers, 8"
1 level, 10"
2 standard screwdrivers
1 mechanical joint (M.J.) wrench

SCHEDULE S

LIST OF TOOLS SUPPLIED BY AN ERECTOR-MECHANIC (GLAZIER)

1 Level, 24"
1 Metal measuring tape, 25 ft.
1 Plumb bob
1 Large square
1 Small square
1 Bevel square
2 Hammers, small and large
1 Crowbar
1 Large wander bar
1 Small wander bar
1 Level, 10"
1 Centre punch
1 Toolbag
1 Adjustable hacksaw
1 Tap wrench
4 Pairs of vise grips, different sizes
4 Clips
1 Set of monkey wrenches
1 Set of Allen wrenches, all sizes 1/16" to 1/2"
1 Set of cold chisels
1 Set of wood chisels
1 Pair of pliers
1 Pair of long nose pliers
1 Set of Philips screwdrivers (star)
1 Set of Robertson screwdrivers (square head)
1 Set of standard screwdrivers (flat head)
2 Putty knives
1 Pair of cutting pliers
1 Rubber hammer
1 Gypsum knife
1 Utility knife
1 Vise grip clamp
2 Cutters, small and large
1 Pair of snips
1 Pair of left cut snips
1 Pair of right cut snips
3 Flat files
3 Round files of different sizes
3 Half-moon files
1 Chalk line
1 Compass saw
1 Drill bit sharpener
1 Blade holder (razor blades)
1 Large metal toolbox
1 Small toolbox
1 Padlock

Tools and spare parts not appearing in Schedule S as well as hacksaw blades, gypsum knife blades, powder and chalk, etc., shall be supplied by the employer.

SCHEDULE S-1

LIST OF TOOLS SUPPLIED BY A SECURITY SYSTEMS INSTALLER

The following tools shall be supplied by a security systems installer:

1 Toolbox
1 Adjustable hacksaw (blades are supplied by employer)
1 Level, medium size
1 Pair of adjustable pliers
1 Centre punch
1 Cold chisel
1 Set of screwdrivers including standard Robertson sizes
1 Pair of diagonal cutting pliers
1 Pair of cutting pliers, 8”
1 Hammer
1 Measuring tape at least 16 ft. in length
1 Pocket knife
1 Flashlight

SCHEDULE T

LETTER OF UNDERSTANDING CONCERNING THE GUIDELINES AND RULES FOR THE USE OF THE TRAINING FUND DEDICATED TO THE DEVELOPMENT AND RETRAINING OF CONSTRUCTION INDUSTRY WORKERS

Schedule T is Rescinded.

SCHEDULE U

LETTER OF UNDERSTANDING CONCERNING THE RULES GOVERNING THE ADMINISTRATION, MANAGEMENT AND USE OF THE TRAINING FUND

Schedule U is rescinded.

SCHEDULE V

LETTER OF UNDERSTANDING
DIVISION V – TRADE JURISDICTION DISPUTES

Schedule V is rescinded.

SCHEDULE V-1

LIST OF PEOPLE FOR THE TRADE JURISDICTION DISPUTE SETTLEMENT COMMITTEE

a) Employer list:

- **BOIVIN**, Jean
- **BRASSARD**, Richard
- **DION**, Pierre
- **GAGNON**, Denis (as of a date to be determined)
- **LAPOINTE**, Gaétan (as of July 2019)
- **LESSARD**, Mario
- **LÉTOURNEAU**, Denis
- **POITRAS**, Serge
- **SIMARD**, Jacques

b) Union list:

- **CARON**, Claude
- **DAVID**, Normand
- **DEBLOIS**, Daniel
- **DESMARAIS**, Benoît
- **DESROCHES**, Pierre
- **DUBOIS**, Jacques
- **HUOT**, Roger
- **LAMARRE**, Daniel
- **LEPAGE**, Richard
- **MCLAREN**, Ted
- **MORIN**, Pierre
- **MONGEON**, Maurice
- **PÉPIN**, Alain
- **PLANTE**, Alain
- **POULIOT**, Maurice

Note: The signatory parties reserve the right to change their list of members during the collective agreement after advising the other signatory parties in writing thereof.

SCHEDULE W

LETTER OF UNDERSTANDING CONCERNING THE MECHANISM FOR THE USE OF 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 surpluses**

Surpluses shall be used according to the following sharing mechanism:

1) 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.

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

3) 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.

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

Michel Trépanier

Patrick Bérubé

Sylvain Morissette

For CSD Construction:

Carl Dufour

For CSN-Construction:

Pierre Brassard

Pamela Desourdie

For FTQ-Construction:

Rénald Grondin

Éric Boisjoly

Arnold Guérin

For the Syndicat québécois de la construction (SQC):

Annie Robineau

Isabelle Pelletier

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

Manon Bertrand

Dominic Robert

Jean St-Onge

Christian Tétreault

Nicole Robichaud

Jean-Philippe Cliche

SCHEDULE X

LETTER OF UNDERSTANDING CONCERNING REFRIGERATION MECHANICS ASSIGNED TO SERVICING WORK

Schedule X is rescinded.

SCHEDULE Y

LETTER OF UNDERSTANDING CONCERNING THE CREATION OF AN EMPLOYER-UNION COMMITTEE TO REVIEW THE DUTIES OF GENERAL HELPERS AND ALL OCCUPATIONAL JOB TITLES IN THE CIVIL ENGINGEERING AND ROADS SECTOR

WHEREAS the parties recognize that at each round of negotiations, there is a real problem concerning the wage demands for labourers and the various occupations. The unions demand wage adjustments through premiums or wage increases. The employers wish to end the premium system and often demand a detailed, in-depth study of the duties of general helpers and all occupational job titles before agreeing to any union demands.

IT IS, THEREFORE, AGREED by the parties for the duration of the current collective agreement to set up a review committee to examine the duties of general helpers and all occupational job titles for workers governed by the collective agreement for the civil engineering and roads sector.

The purpose of the committee shall be to examine the duties and any difficulties faced by general helpers and the employees from all the occupations.

The committee's work will help the parties better negotiate at the next round of negotiations, both, with respect to the wage demands by the unions, but also with respect to management by the employers of the work of general helpers and employees in all the occupational job titles.

The committee's work shall start six (6) months after the signing of this collective agreement and shall end three (3) months before it expires.

The committee shall be made up of two (2) employer representatives and two (2) union representatives per representative association.

The committee shall determine how it will operate at its first meeting. In preparation for the first meeting, thirty (30) days prior to the meeting, the parties shall convey in writing to each other their list of points regarding the operation and modalities of the committee.

In view of the concerns expressed at the time of introducing the occupation classifications, the parties agree that:

- Questions concerning labour ratios shall be on the committee agenda starting in April 2022.
- The union and employer associations shall be informed of the recommendations made by the Schedule Y committee.

The parties agree that the committee shall have no decision-making power and that its role shall be to help the parties, through an exchange of information, to prepare constructive discussions for the next round of negotiations in order to reach a collective agreement that is satisfactory to the signatory parties.

SCHEDULE Z

AGREEMENT REACHED AT THE SPECIAL ROOFER TRADE TABLE, TO BE APPENDED TO THE COLLECTIVE AGREEMENT FOR THE CIVIL ENGINEERING AND ROADS SECTOR

Schedule Z is rescinded.

SCHEDULE Z-1

LETTER OF UNDERSTANDING CONCERNING THE APPRENTICESHIP CLAUSES FOR THE RESILIENT FLOORING LAYER TRADE

Schedule Z-1 is rescinded.

SCHEDULE Z-2

LETTER OF UNDERSTANDING CONCERNING INDEPENDENT CONTRACTORS

IN CONSIDERATION OF the claim by the union party to the effect that some construction industry employees have been hired on a service contract basis with a view to creating false independent contractors;

It is hereby agreed to form a working committee composed of an equal number of union and employer representatives and two (2) representatives of the Commission. The committee's mandate shall be to examine and assess this problem and to recommend corrective measures, as needed.

SCHEDULE Z-3

LETTER OF UNDERSTANDING CONCERNING THE SETTING UP OF A COLLECTIVE AGREEMENT WRITING AND SIMPLIFICATION COMMITTEE

PURPOSE OF THE COMMITTEE
The purpose of the committee is to simplify the text of the collective agreement to make it easier to apply and understand. The aim of this exercise is not to renegotiate the provisions of the collective agreement or to change their scope.

MANDATE OF THE COMMITTEE
The committee's mandate will consist of reviewing the structure, and rewriting and clarifying the wording of the collective agreement. In performing this exercise, the committee shall remain faithful to the negotiated provisions and the provisions of the Act.

The committee shall establish a work timetable that provides for the completion of its mandate before the expiry of the present collective agreement. The first meeting shall be scheduled within 120 days of the date of signing of this collective agreement.

COMPOSITION OF THE COMMITTEE
The writing and simplification committee shall be composed of:

- six (6) members designated by the employer party.
- six (6) members designated by the signatory associations.

The committee may collaborate with resource persons, including those of the CCQ, to assist it with its work.

Schedule Z-3 is rescinded.

SCHEDULE Z-4

LETTER OF UNDERSTANDING CONCERNING THE SETTING UP OF A STUDY AND RECOMMENDATION COMMITTEE FOR A FULL REVIEW OF COMPENSATION FOR TRAVELLING EXPENSES

PURPOSE OF THE COMMITTEE
The purpose of this committee is to examine and propose recommendations for a revision of compensation for travel expenses.

MANDATE OF THE COMMITTEE
The mandate of the committee is to examine and revise the current travelling expenses compensation structure in order to expand the pool of eligible workers, but without, however, increasing total current annual costs. The goal is to better distribute compensation for travelling expenses among employees, to eliminate hiring obstacles related to travelling and to reduce the number of complaints related to this aspect of the collective agreement. The recommendations must not result in making compensation management more complicated for the employers, but, ideally, should simplify such management.

To reach its objective, the committee may take tax rules and new available technologies into consideration.

COMPOSITION OF THE COMMITTEE
The travelling expenses review committee shall comprise an equal number of members from the employer and union parties.

The committee may collaborate with resource persons, especially those of the CCQ, to assist it with its work. It may also divide up its various tasks and work on a sub-committee basis reporting to a central committee.

TIMETABLE
The committee must submit its recommendations to the parties in writing no later than May 1, 2016, with a view to inclusion of the recommendations in the 2017-2021 collective agreement. The first meeting must take place within 120 days of the signing of this collective agreement.

Schedule Z-4 is rescinded.

SCHEDULE Z-5

LETTER OF AGREEMENT CONCERNING THE SETTING UP OF AN EMPLOYER-UNION COMMITTEE ON ROAD SURFACING WORK

The parties hereby agree to set up a working committee to study and evaluate working conditions for road surfacing work. The committee's mandate will include making recommendations in preparation for constructive talks in the context of the next round of negotiations on the renewal of the collective agreement. The analysis, the conclusions and the solutions put forward by the committee shall serve as recommendations only.

The study shall focus especially on:

1. Increasing efficiency in the way work is organized.
2. Finding incentives to ensure better retention of personnel.
3. Promoting healthy competition.
4. Improving working conditions.

The committee's work shall begin in February 2022 and shall continue until the negotiations notice for the renewal of the collective agreement has been issued.

The committee shall be made up of a maximum of five (5) employer representatives and one (1) representative per representative association.

SCHEDULE Z-6

LETTER OF UNDERSTANDING CONCERNING THE CREATION OF AN EMPLOYER-UNION COMMITTEE ON THE CRANE OPERATOR TRADE

The parties hereby agree to create a work committee for the study and evaluation of the working conditions in the crane operator trade, particularly, the presence of a 2nd worker. The committee's mandate shall be to issue recommendations aimed at preparing constructive discussions for the next round of negotiations for the renewal of the 2025-2029 collective agreement. The study, the findings and the possible solutions determined by the committee shall constitute recommendations only.

The committee's study shall focus, in particular, on the presence of a 2nd worker in relation to Article 26.09 of this collective agreement.

The work of the committee shall start in January 2022.

The committee shall be made up of a maximum of 2 representatives per union association, 4 ACRGTQ officers and may, as needed, add one or two crane rental contractors.

SCHEDULE Z-7

LETTER OF UNDERSTANDING CONCERNING THE WORK COMMITTEE ON THE MODERNIZATION OF TIMEKEEPING SYSTEMS

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 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 and to do so 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 ACQ 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:

   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.

SCHEDULE Z-8

TRADE JURISDICTION DISPUTE FRAMEWORK

Division V - Collective Agreement for the Civil Engineering and Roads Sector

Trade Jurisdiction Dispute Resolution Committee

File:

Date:

Committee members:

Chairperson:

Union representative:

Employer representative:

Applicant

Respondent(s)

Interested party(ies)

Dispute title:

Summary of the conflict: (provide a brief description of the work concerned and for which the committee was formed).

Job site:

Appointment of committee members

In accordance with the provisions of Division V of the collective agreement for the civil engineering and roads sector, the members of the Trade Jurisdiction Dispute Resolution Committee (hereinafter called "the Committee") were appointed on (*insert date*) to settle the dispute between (*identification of trades and/or occupations involved*) on the (*identification of job site*) job site.

Appointment of committee chairperson

The members of the Committee have agreed that Mr./Ms. (*name of person*) will act as Committee Chairperson in this matter.

Preparation conference

On (*date*), the participants and the Committee held a preparation conference to determine how to proceed with the case.

Present at preparation conference: (*names of representative(s) and identification of organization(s)*):

1. Attempt to conciliate the parties (where applicable)
   - During the preparation conference, the Committee must try to bring the parties closer together by asking the parties to discuss among themselves the possibility of reaching an agreement. (Indicate the results of the process. If agreement at this stage, describe the content of the agreement).
2. Assessment of any conflict of interest
   - To ensure that there is no conflict of interest, the union party agrees not to appoint members from the trades or occupations affected by this conflict.
   - The employer party agrees not to appoint members from a specialized company mainly carrying out work covered by the dispute under examination.
   - To be a member entitled to hear a dispute, this member must have been inactive for a minimum of 1 year.
3. Determine the order in which the evidence will be presented
4. Determine the nature of the evidence
5. Determine the number of witnesses
6. Set an approximate time limit for the arguments

Job site visit

- Job site visit necessary ☐ Yes ☐ No

  Clarification: _____

Conclusion of the preparation conference

If there was an agreement during the bringing together of the parties, describe the content of the agreement.

Otherwise, the Committee Chairperson shall announce to the parties that the hearing of the trade jurisdiction dispute will be held on (*insert date*).

Hearing

A hearing is held on (*insert date*). Each of the intervenors is invited to present their evidence in turn, starting with the applicant(s).

Present at hearing: (*name of representative and identification of organization*)

- **Documents and evidence entered**

Classification code	Description of item	Party

- **Witnesses heard** (*indicate in particular: name, role and party that had the witness(es) heard*)

Summarize their testimony and their arguments

Decision

(Explanation of the decision and repetition of the elements of the arguments retained. The documents and evidence relevant to the decision must be appended to it).

In case of dissidence (majority decision): The dissenting member must record in this decision the reasons for his dissidence.

Conclusion

Signed at (*insert name of city*) on (*insert date*)

(Committee Chairperson)

(Employer representative) (Union representative)

SCHEDULE Z-9

EXTRACTS FROM THE ACT RESPECTING LABOUR STANDARDS CONCERNING PSYCHOLOGICAL HARASSMENT

DIVISION V.2
PSYCHOLOGICAL HARASSMENT

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.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

81.19. Every employee has a right to a work environment free from psychological harassment. 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.

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
RECOURSE

DIVISION II.1
RECOURSE AGAINST PSYCHOLOGICAL HARASSMENT

123.7. Any complaint concerning psychological harassment must be filed within 2 years of the last incidence of the offending behaviour.

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:

(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 Commission;

(7) ordering the modification of the disciplinary record of the employee.

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 Z-10

EXTRACTS FROM THE ACT RESPECTING LABOUR STANDARDS CONCERNING SPECIAL LEAVE

DIVISION V.0.1

ABSENCES OWING TO SICKNESS, AN ORGAN OR TISSUE DONATION, AN ACCIDENT, DOMESTIC VIOLENCE, SEXUAL VIOLENCE OR A CRIMINAL OFFENCE

2002, c. 80, s. 27; 2007, c. 36, s. 4; 2010, c. 38, s. 6; 2018, c. 21, s. 16.

79.1. (…) 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.

(…)

2002, c. 80, s. 27; 2007, c. 36, s. 5; 2010, c. 38, s. 7; 2018, c.21, s. 17.

79.1.1. The second paragraph of section 79.1 applies if it may be inferred from the circumstances of the event that the employee's serious bodily injury is probably the result of a criminal offence.

However, an employee may not take advantage of such a period of absence if it may be inferred from the circumstances that the employee was probably a party to the criminal offence or probably contributed to the injury by a gross fault.

2007, c. 36, s. 6.

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.

2007, c. 36, s. 6.

DIVISION V.1

FAMILY OR PARENTAL LEAVE AND ABSENCES

1990, c. 73, s. 30; 2002, c. 80, s. 28.

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.

2018, c. 21, s. 20.

79.7. 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.

(…)

2002, c. 80, s. 29; 2018, c. 21, s. 21.

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.

2002, c. 80, s. 29; 2005, c. 13, s. 82; 2007, c. 36, s. 10; 2018, c. 21, s. 22.

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.

2018, c. 21, s. 23.

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.

2007, c. 36, s. 11.

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.

2007, c. 36, s. 11; 2018, c. 21, s. 24.

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.

2018, c. 21, s. 25.

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.

2007, c. 36, s. 11; 2018, c. 21, s. 26.

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.

2007, c. 36, s. 11; 2018, c. 21, s. 27.

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.

2007, c. 36, s. 11; 2018, c. 21, s. 28.

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.

2007, c. 36, s. 11.

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.

2007, c. 36, s. 11; 2018, c. 21, s. 29.

79.16. Section 79.2, the first paragraph of section 79.3 and sections 79.4, 79.5 and 79.6 apply to periods of absence under sections 79.8 to 79.12, with the necessary modifications.

(…)

2007, c. 36, s. 11; 2018, c. 21, s. 30.

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.

1990, c. 73, s. 34; 2002, c. 80, s. 31; 2005, c. 13, s. 83; 2018, c. 21, s.32.

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 78 weeks after the week of the birth.

1990, c. 73, s. 34; 2002, c. 80, s. 32; 2020, c. 23, s 26.

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.

2008, c. 30, s. 3.

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.

1990, c. 73, s. 34; 1999, c. 24, s. 21.

81.4. 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.

1990, c. 73, s. 34; 2002, c. 80, s. 33.

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

2002, c. 80, s. 34.

81.5. The maternity leave shall not begin before the sixteenth week preceding the expected date of delivery and shall not end later than 20 weeks after the week of delivery.

1990, c. 73, s. 34; 2002, c. 80, s. 35; 2005, c. 13, s. 84; 2020, c. 23, s. 27.

81.5.1. 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.

2002, c. 80, s. 36.

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 20 weeks after the week of the event.

2002, c. 80, s. 36; 2020, c. 23, s.28.

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.

2002, c. 80, s. 36.

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.

1990, c. 73, s. 34; 1999, c. 24, s. 22.

81.7. (Repealed).

1990, c. 73, s. 34; 2002, c. 80, s. 37.

81.8. 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.

1990, c. 73, s. 34.

81.9. Notwithstanding the notice provided for in 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.

1990, c. 73, s. 34; 2002, c. 80, s. 38.

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 65 consecutive weeks.

1990, c. 73, s. 34; 1997, c. 10, s. 2; 1999, c. 52, s. 10; 2002, c. 80, s. 39; 2005, c. 13, s. 85; 2020, c. 23, s. 29.

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 78 weeks after the birth or, in the case of adoption, 78 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.

1990, c. 73, s. 34; 1997, c. 10, s. 3; 2002, c. 80, s. 40; 2020, c. 23, s. 30.

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.

1990, c. 73, s. 34; 2002, c. 80, s. 41.

81.13. An employee may return to work before the date stated in the notice given pursuant to section 81.2.1, 81.6 or 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.

1990, c. 73, s. 34; 2002, c. 80, s. 42; 2008, c. 30, s. 4.

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.

1990, c. 73, s. 34; 2002, c. 80, s. 43.

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, and in the cases, on the conditions, for the duration and within the time prescribed in the by-law.

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

2005, c. 13, s. 86; 2007, c. 36, s. 12; 2020, c. 23, s.31.

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.

2005, c. 13, s. 86.

81.15. 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.

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

1990, c. 73, s. 34; 2002, c. 80, s. 44.

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.

2002, c. 80, s. 44.

81.16. (Repealed)

1990, c. 73, s. 34; 2002, c. 80, s. 45.

81.17. Sections 79.5 and 79.6 apply to a maternity, paternity or parental leave, with the necessary modifications.

1990, c. 73, s. 34; 2002, c. 80, s. 46.

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

Michel Trépanier

Patrick Bérubé

Sylvain Morrisette

For CSD Construction:

Carl Dufour

For CSN-Construction:

Pierre Brassard

Pamela Desourdie

For FTQ-Construction:

Rénald Grondin

Éric Boisjoly

Arnold Guérin

For the Syndicat québécois de la Construction (SQC):

Annie Robineau

Isabelle Pelletier

For the Association des entrepreneurs en construction du Québec:

Manon Bertrand

Dominic Robert

Jean St-Onge

Christian Tétreault

Nicole Robichaud

Jean-Philippe Cliche

SIGNING OF THE COLLECTIVE AGREEMENT FOR THE CIVIL ENGINEERING AND ROADS SECTOR

The Association des constructeurs de routes et grands travaux du Québec (ACRGTQ)

and

The Conseil provincial du Québec des métiers de la construction (International) (CPQMC), the CSD Construction, the CSN-Construction, the FTQ-Construction and the Syndicat québécois de la construction (SQC);

In accordance with Section 44 and as authorized under Section 44.1 of the *Act respecting labour relations, vocational training and workforce management in the construction industry*, the parties hereby enter into this collective agreement for the civil engineering and roads sector. This agreement shall come into effect on August 1, 2021.

In witness whereof the parties have signed on July 9, 2021.

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

Michel Trépanier, President

Patrick Bérubé, Director General

Sylvain Morissette, Vice-President and Secretary-Treasurer

For FTQ-Construction:

Rénald Grondin, President

Éric Boisjoly, Director General

Arnold Guérin, Director General, FIPOE

For CSD Construction:

Carl Dufour, President

Francois Perrault, Union Representative

Stéphane Martin, Union Representative

For CSN-Construction:

Jean-Luc Devault, Vice-President, Civil Engineering and Roads

Étienne Poitras, Union Advisor

For the Syndicat québécois de la construction (SQC):

Charles-Olivier Picard, Labour Relations Coordinator

Logan Pelletier, Coordinator, Civil Engineering and Roads

Dominic Dugal, Union Representative

For the Association des constructeurs de routes et grands travaux du Québec (ACRGTQ):

Sébastien Marcoux, Chairman, Board of Directors

Christian Tétreault, Director, Labour Relations and Legal Affairs

Danny Carozza-Lefebvre, Labour Relations Advisor

Thomas Ducharme Dupuis, Labour Relations Advisor

Guillaume Duval, Labour Relations Advisor

CERTIFICATION

COPY, as printed under the authority of the Commission de la construction du Québec, of the collective agreement for the civil engineering and roads sector of the construction industry reached between the Association des constructeurs de routes et grands travaux du Québec (ACRGTQ) 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 16, 2021 and coming into effect on August 1, 2021, with the corrections and modifications deposited with the Ministère du Travail on December 15, 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 16, 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

APCHQ

Corporation des maîtres électriciens du Québec

CMMTQ
Corporation des maîtres mécaniciens en tuyauterie du Québec

Conseil Provincial International Construction

CSD CONSTRUCTION

SOLIDE.

CSN CONSTRUCTION

F.T.Q. CONSTRUCTION

SQC
SYNDICAT QUÉBÉCOIS DE LA CONSTRUCTION

COMMISSION DE LA CONSTRUCTION DU QUÉBEC

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