

SOURCE	LIMCO		
EFF.	42	65	61
TERM.	95	04	30
No. OF EMPLOYEES	400		
NOMBRE D'EMPLOYÉS	SL		

**AGREEMENT BETWEEN**

**METROPOLITAN TORONTO APARTMENT BUILDERS ASSOCIATION**

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

**MAY 1, 1992 - APRIL 30, 1995**

**ENTERED**

**AUG 30 1993**

**ENTERED**  
0254665



92. THIS AGREEMENT made and entered into this 1st day of May, 19

B E T W E E N;

THE METROPOLITAN TORONTO APARTMENT  
BUILDERS ASSOCIATION  
(hereinafter called the "Employers")

OF THE FIRST PART

-and-

LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183  
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Association acting on behalf of the Companies whose names appear on the attached Schedule of Employers and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as defined in Article 1 of this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Bargaining Agreement;

AND WHEREAS in order to ensure uniform interpretation and application of the Collective Agreement, the said Union recognizes the formation by the Employers of the Association and agrees to deal with the said Association as the agent of the Employers who are members thereof in negotiation and administering a common Collective Agreement and agrees not to negotiate with any of the said Employers on an individual basis;

AND WHEREAS the Employers recognize the Union as the Collective Bargaining Agent with respect to the employees of the Employers covered by this Agreement;

NOW THEREFORE it is agreed as follows:

## ARTICLE 1 - RECOGNITION - CO-OPERATION - CONTRACTING OUT

1.01 Each of the Employers recognizes the Union **as** the Collective Bargaining Agent for all of its **own** construction employees engaged in the on-site construction of all types of apartment buildings only and their amenities, up to the takeover of the said construction project or part thereof by maintenance and management employees of the Employer or maintenance and management employees of some other employer, save and except employees employed as non-working foremen, watchmen and operating engineers. For the purpose of this Agreement, the parties agree that the term "Operating Engineers" does not include employees operating small equipment such as mini-skids, steer loaders, mini-backhoes, bobcats and similar small equipment or personnel and material hoist operators whose duties require more than fifty percent (**50%**) of their time to load or unload material, which employees are covered by this Agreement and shall be members of Labourers' Union Local **183**.

1.02 Without restricting the generality of the foregoing, and for the purposes of clarification, it is agreed that the following building types shall be deemed to be an apartment building for the purposes of this Agreement:

- (i) all Public Housing, Co-operatives, Senior Citizens' and Student Housing;
- (ii) a stacked row dwelling, which means a building divided vertically into ~~three~~ or more dwelling units and horizontally into four or more dwelling units, each having its **own** private entrance;
- (iii) a stacked structure which is four (**4**) storeys or more above grade;
- (iv) notwithstanding Items 1.02(i) and 1.02(ii), a traditional ~~three~~-storey with common corridors, stairwells, and parking.
- (v) a separate structure which includes space designed **to** be used for commercial, retail and/or office purposes of not more than fifty percent (**50%**) of the gross floor area (excluding parking and recreational facilities);

- (vi) those sections of a multi-towered single complex on a common podium which are divided vertically by lines relating directly to commercial and residential sections; then each section shall be built according to its base use;
- (vii) a separate residential structure(s) which forms part of a single project with an apartment building(s) under a common deed, architectural design and building permit;
- (viii) structures used for sleeping accommodation and/or occupancies in which persons, because of age, mental or physical limitations, require special care or treatment, and all facilities connected therewith;
- (ix) the other paragraphs of this Article 1.0Z notwithstanding, the term "apartment buildings" when used in this Collective Agreement shall not include low-rise housing as that term is defined in the Collective Agreement between the Toronto Housing Labour Bureau and the Labourers' International Union of North America, Local 183.

**1.03** In the event an Employer covered by this Agreement is engaged in the construction of an apartment building as herein defined, by means of a Corporation, individual, firm, syndicate or association or any combination thereof, and where the Employer is the builder, it shall be deemed that the Corporation, individual, firm, syndicate or association or any combination thereof, is bound by the Agreement for the purposes of such construction work.

Each of the Employers agree that when engaged in the on-site construction of "low rise housing" they shall abide by the terms and conditions of the Collective Agreement between the Toronto Housing Labour Bureau and the Labourers' International Union of North America, Local 183.

The term "low rise housing" whenever used in this Collective Agreement shall be given the same meaning as that term is given in the Collective Agreement between the Toronto Housing Labour Bureau and the Labourers' Union of North America, Local 183.

- 1.04 (a) Should an Employer contract or sub-contract the following work:
- (i) General Construction Labour;
  - (ii) Concrete Superstructure:
    - forming
    - reinforcing steel placing
    - concrete placing and finishing;
  - (iii) Concrete and ~~Drains~~;
  - (iv) Paving and Parking Lot Construction;
  - (v) Hard Landscaping:

"Hard landscaping which shall mean poured in place curbs, planter boxes of all types, sidewalks, and pathways and the installation of pavers including flagstone of all types, interlocking stone, and all types of stone and all timber work and retaining walls of all types.";
  - (vi) Sheet Piling, Shoring and Lagging (Labour);
  - (vii) Buried Internal Site Services installed by, or contracted or sub-contracted by, the Employer;
  - (viii) On-site manufacture and erection of structural pre-cast concrete balcony panels and concrete stairs and other pre-cast not normally erected by a precast specialty contractor in the sub-structure and super-structure and excluding landscaping components;
  - (ix) Bricklaying;

then such work shall be contracted or sub-contracted to companies in contractual relations with the Union.

**1.04 (b)** Should an Employer contract or sub-contract any portion of the concrete forming construction work referred to in Article **1.04.a(ii)** above, the Employer shall contract or sub-contract all the phases of such construction work at the project to the same formwork contractor in recognition of the benefits derived from the employment by such contractors of composite, multi-skilled crews who perform all phases of the concrete forming construction work.

**1.04 (c)** Should an Employer contract or sub-contract the erection of pre-cast concrete cladding, then such work shall be contracted or sub-contracted to companies bound by the Collective Agreement between the Ontario Provincial District Council, Labourers' International Union of North America and Labourers' International Union of North America with the Ontario Pre-Cast Concrete Manufacturers' Association.

**1.05** The terms and conditions of this Agreement are recognized only in the County of Simcoe and in Geographic Area No. 8 established and used by the Ontario Labour Relations Board in matters of certification:

The Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar and the Towns of Ajax and Pickering in the Regional Municipality of Durham.

**1.06** Should the Employer perform any work falling within the scope of the following collective agreements of the Union, then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement except for any terms and conditions in respect of contract or sub-contract restrictions which shall only be subject to and governed by the provisions of this Agreement, namely:

- (a) "The Ontario Formwork Agreement" being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;

- (b) "The House Basements Agreement" being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union;
- (c) "The Residential Housing Carpentry Agreement" being a Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union;
- (d) "The Concrete and Drain Agreement" being a Collective Agreement between the Ontario Concrete & Drain Contractors' Association and A Council of Unions acting as the representative and agent of the Union and International Union of Operating Engineers, Local **793**;
- (e) "The Sewer and Watermain Agreement" being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local **230** and the Union;
- (f) "The Utilities Agreement" being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of ~~North~~ America, Ontario Provincial District Council and its affiliated Local Unions;
- (g) "The Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local **230** and the Union;
- (h) "The Heavy Engineering Agreement" being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.
- (i) "The Bricklayer/Masonry Agreement" being a Collective Agreement between the Bricklayers, Masons Independent Union of Canada, Local 1 and The Masonry Contractors' Association of Toronto Inc. or the Collective Agreement between Labourers' International Union of



North America, Local 183 and various independent masonry contractors.

## **ARTICLE 2 - UNION SECURITY**

**2.01** All employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required as a condition of employment, to be a member in good standing of the Union before commencing employment, and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.

In the event that the Employer is unable to employ members of the Union in good standing, then the Employer shall notify the Union of his manpower requirement. If the Union ~~is~~ unable to supply the ~~required~~ employees to the Employer within twenty-four (24) hours (Saturday, Sunday and Holidays excluded) then the Employer may hire employees who are not members in good standing in the Union within seven (7) days.

**2.02** With the exception provided in Article 2.01, a new employee must present to the Employer a referral slip from the Union prior to his commencing employment. It is understood and agreed that the Union may refuse to issue a referral slip to the employee requested by the Employer, only in the event that the employee is not in good standing with the Union.

**2.03** It is understood and agreed that the Employer shall discharge any employee for violation of this Article for Union Security provided that the Union supply the Employer in writing the reasons that the employee is not in good standing with the Union. The Employer shall be saved harmless by the Union for wrongful dismissal charges under the provision of this Article.

### **2.04** Union Dues and Working Dues

Each employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than

the fifteenth (15th) day of the same month to the Secretary-Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

**2.05** It is expressly understood and agreed that the Union will save harmless the Employer or Employers or Association from any claim arising pursuant to any deduction made under this Article.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** The Union agrees that it is the exclusive function of each Employer covered by this Agreement:

- (i) to conduct his business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (ii) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the grievance procedure;
- (iii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (iv) to assign and re-assign work to employees, to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment, to establish and maintain an efficient mobile work force with diverse skills.

## ARTICLE 4 - GRIEVANCE PROCEDURE

**4.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

**4.02** It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his job superintendent and given him an opportunity of dealing with the complaint. The employee may have his steward or business representative present, if he ~~so~~ desires.

**4.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

- (i) Within twenty-one (21) days ~~after~~ the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five **(5)** working days), the grievance shall be presented to the Employer in writing, and the parties shall meet within five **(5)** working days in an endeavour to settle the grievance.
- (ii) If a satisfactory settlement is not reached within five **(5)** working days from this meeting, then the grievance may be submitted ~~to~~ a committee consisting of two (2) members of the Union and two (2) members of the Association at any time within five **(5)** working days thereafter, but not later, and if a satisfactory settlement is not reached within five **(5)** working days from this ~~meeting~~, the grievance may be submitted to arbitration as provided in Article 5, at any time within ten **(10)** working days thereafter unless mutually agreed by the parties.
- (iii) Grievances dealing with alleged violation of hours of work, rates of pay, overtime, vacation pay, travelling expenses, pension and welfare contributions and other monetary items may be brought forward within three (3) months after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the Union of such alleged violations. It is further understood that such grievances may be retroactive to the first day of the alleged violation provided such grievances are satisfied.

## **ARTICLE 5 - ARBITRATION**

**5.01** The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 4 which has not been settled will be referred to an arbitrator at the request of either of the parties hereto.

**5.02** There shall be three (3) official arbitrators under this Agreement who shall be the first three (3) arbitrators who are mutually agreed upon by the parties in any grievances filed under this Agreement. The said three (3) official arbitrators shall be used on a rotating basis. However, if the official arbitrator selected on the rotating principle is not able to arbitrate the grievance within ten (10) working days of receiving a notice to arbitrate, then the grievance shall be arbitrated by the next arbitrator. The official arbitrator shall hold a hearing within ten (10) working days from the day of receiving a notice to arbitrate.

**5.03** In the event that during the lifetime of this Agreement one or more of the said agreed-upon official arbitrators will be unable to serve their term as arbitrator then the parties shall meet within ten (10) working days of receiving such notice of the termination from the arbitrator(s) and agree to appoint a new person(s) to act as official arbitrator(s). In the event that the parties will be unable to agree upon the official arbitrator(s), then the matter shall be referred to the Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as official arbitrator(s).

**5.04** Upon receipt of a Notice to Arbitrate, the arbitrator shall arrange a hearing at the earliest possible date, but in every case all interested parties shall be given at least two (2) clear days notice.

**5.05** Upon hearing all of the evidence and submission of all of the parties to the arbitration hearing, the official arbitrator shall make an award in writing which shall be final and binding. Reasons shall be given in every case but in order to avoid delay, the reasons need not be given at the time of the making of the Award.

**5.06** The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written records of the grievance and not be subject to change in later steps.

**5.07** Arbitrators shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

**5.08** In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement of the parties, in writing.

**5.09** The parties to the Agreement shall jointly bear the expenses of the Arbitrator.

## **ARTICLE 6 - MANAGEMENT GRIEVANCES - UNION GRIEVANCES**

**6.01** It is understood that the Employers, or any of them may, through the Association, file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievances shall be processed as set out in Article 4.03 hereof.

**6.02** A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4.03 of the Grievance Procedure, and if it is not settled at this stage, it may ultimately go to a Board of Arbitration in the same manner as a grievance of an employee.

## **ARTICLE 7 - SCHEDULE "A"**

**7.01** Attached hereto as Schedule "A" to this Agreement are schedules of:

- (i)** Hours of Work & Overtime
- (ii)** Payment of Wages
- (iii)** Vacation Pay & Statutory Holiday Pay
- (iv)** Basic Wage Rates and Premium Classifications
- (v)** Working Dues
- (vi)** Pension Plan
- (vii)** Welfare and Prepaid Legal
- (viii)** Travel Allowance

and they are hereby made part of this Agreement.

## **ARTICLE 8 • UNION REPRESENTATION**

**8.01** It is agreed that a Union Steward may be appointed by the Union for each project. If, on a multiple-towered project there are twenty (20) or more employees in the direct employ of the Employer who are covered by this Agreement, then ~~two~~ (2) Stewards may be appointed.

- (i) The Union shall ~~be required to~~ notify the Employer ~~of~~ the name ~~of~~ the Union Steward and the location of the project, in ~~writing~~.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) men retained by the Employer on the project.
- (iii) It is further agreed that the Union Steward will not be excluded from overtime work and that he shall not be discriminated for, or against.

**8.02** The Union acknowledges that the Union Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working hours.

**8.03** The Business Representative of the Union shall have access to all working areas during working hours, but in no case shall his visit interfere with the progress of the work. When visiting a job, he will first advise and identify himself to the job superintendent or other supervisory personnel of the Employers.

## **ARTICLE 9 • PRODUCTIVITY**

**9.01** The Union and the Employers recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman and both will undertake individually and jointly to promote such increased productivity.

**9.02** In view of the grievance and arbitration procedures provided in this Agreement, there shall be no strikes or lockouts ~~so~~ long as this Agreement continues to operate.

9.03 As provided in the *Occupational Health and Safety Act*, Section 3(2), the Union agrees that their members will not refuse to use or operate a machine, device or thing, or work investigation in accordance with Section 3.

9.04 No Strikes - No Lockouts

The Right to Honour Lawful Picket Lines - The employees of any Employer may refuse to cross a lawful picket line which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the *Ontario Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. This article shall only apply to such picket lines established by the Union against any Employer which continues to perform work on the project.

9.05 It is understood that this Agreement relates solely to the bargaining unit described in Article 1.01 herein, and the said Agreement cannot be utilized in any way as an offset with respect to Collective Agreements between the parties hereto for any other bargaining units.

## **ARTICLE 10 - SENIORITY**

10.01 Seniority means the length of service in the bargaining unit of an employee of the Employer.

10.02 Provided the employee is competent to perform the work available, length of service shall be the governing factor at the time of layoff and recall from layoff.

10.03 Seniority may be determined by job classification.

10.04 All employees will be considered probationary for the first six (6) months worked by the employee, and he will have no seniority rights during that period.

10.05 After six (6) months work by the employee, his seniority shall date back to the date that his employment began.

10.06 Employees who have been laid off due to the lack of work and subsequently recalled from layoff will have their length of service determined by the actual time they

have been on the Employer's payroll, provided that such employees return to work when notified and subject to the conditions of this Article.

**10.07** An employee who has been off the payroll for a continuous period of twelve (12) months or more, **will** lose any previously-acquired seniority, and will be re-hired only as a new employee.

**10.08** Authorized leave of absence, sickness and holiday periods shall not be deducted from the employee's length of service.

**10.09** An employee shall lose his seniority if he:

- (i) voluntarily quits his employment; or
- (ii) is discharged for cause and not reinstated through the grievance procedure; or
- (iii) is absent for five (5) consecutive working days without notifying the Employer (unless a reason satisfactory to the Employer is given); or
- (iv) fails to return to work upon termination of an authorized leave of absence (unless a reason satisfactory to the Employer is given); or
- (v) fails to return to work within five (5) days upon being recalled by the Employer.

**10.10** Recall from layoff shall be in reverse order of layoff. It is further agreed that the Employer will notify the employee by registered letter at his last known address.

## **ARTICLE 11 - SHELTER - SANITATION - SAFETY - TOOLS**

**11.01** The Employer will provide, **as** soon as site conditions permit, a separate, adequately-heated lunch room **to** be maintained in a sanitary condition.

The Employer will provide, as soon as site conditions permit, a separate, adequately-heated change area in which the employees may wash, change and store their clothing. The change area shall be:



- (a) securely locked when not in use;
- (b) insured against loss from fire or burglary to maximum of two hundred and fifty dollars (\$250.00).

11.02 The Employer will provide, as soon as site conditions permit, drinking water, paper cups, water scoop, paper towels and portable flush toilets.

11.03 The Employer will supply the employee with whatever tools are necessary to perform the job functions assigned. The Employer shall supply rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practice.

11.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association. The Employer agrees said helmet shall be supplied by him at no cost to the employee. If an employee, at termination of employment, does not return said helmet, he shall be charged the cost.

11.05 A Safety Committee is to be established. This Committee will be composed of two (2) members of the Union and two (2) members of the Association. Safety meetings, not to exceed one per month, will be held and may be called by either party.

11.06 The Employer shall, at his own expense, furnish to any workman injured in his employment who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

An employee who, during working hours, suffers a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

11.07 Subject to the rights of the Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative or a member of a joint Health and Safety Committee shall be one of the last three (3) employees of the Employer retained on any job provided that he is competent and capable of performing the remaining work.

## **ARTICLE 12 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT**

**12.01** An employee returning from absence resulting from a compensable accident encountered while performing his assigned duties during his employment with an Employer shall return to the job he held prior to such absence or if such job is not available, be re-employed at work generally similar to that which he last performed, if such work is available and he is medically able to perform the same, at the rate of pay prevailing for such job at the time of his return.

**12.02** If the employee's prior job is no longer available and similar work is not available, or the employee by re-entering the classification causes an excess number of employees, the least senior in the classification after he re-enters will be subject to layoff.

**12.03** An employee who returns to employment but who remains partially disabled and, therefore, unable to perform his usual duties and responsibilities, shall be re-employed by the Employer in a classification in which he is medically able to perform the work thereof at the rate of pay prevailing for such job at the time of his return.

**12.04** The above shall not apply if the injury is attributable solely to the wilful misconduct or gross negligence of the employee.

## **ARTICLE 13 - INDUSTRY, UPGRADING AND RE-TRAINING**

**13.01** The Employer agrees to pay fifteen cents (.15c) per each hour paid to employees coming within the jurisdiction of this Collective Agreement to the "Local 183 Members' Training Fund".

Effective May 1, 1993, the Employer agrees to pay an additional five cents (.05c) per each hour paid to employees coming within the jurisdiction of this Collective Agreement to the "Local 183 Members' Training Fund".

It is understood that the purpose of the Fund will be to maintain a Training Programme in order to upgrade and improve the skills of Union members.

**13.02** The said Fund shall be jointly Trusteed, consisting of Trustees representing employers other than the Employers, provided that the Employers may request to have one

(1) representative on the Board of Trustees.

13.03        Local 183 Members' Training Fund

The Labourers' International Union of North America, Local 183 and the Association agree to amend Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section 8.01

"Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (**60%**) of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

If the Trust Agreement is so amended by agreement involving at least sixty percent (**60%**) but less than one hundred percent (100%) of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall be the authority to rescind the amendment if the grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them."

**13.04**        The parties to this Collective Agreement agree to the formation of a Trainee Committee with two (2) Union and two (2) Association representatives to implement a training program.

**13.05**        It is agreed that the Local 183 Members' Training Fund shall provide WHMIS training to the employees of the Employers herein, including the provision of instructors and necessary written training materials, on the understanding and condition that in providing such training, the said Fund shall not in any way incur any liability or responsibility for worker education required under the Occupational *Health & Safety Act* and the Regulations thereto.

13.06 Labour Management Job Promotion Organization

The Union and the Association agree to create and establish an organization to be known as the "Labour Management Job Promotion Organization", the purpose of which shall be to actively promote employment in the construction industry in the Municipality of Metropolitan Toronto and surrounding areas by providing professional assistance to contractors, builders and developers in their relations with federal, provincial and municipal governments, and their agencies, in matters pertaining to legislative change and obtaining regulatory approval for building and construction. The parties agree to create and establish the said Organization jointly with other associations to be composed of one (1) professional lobbyist appointed and paid for by the Union and one (1) appointed and paid by the associations. It is agreed that the administrative expenses incurred by the organization shall be equally shared by the parties on issues receiving mutual support. It is understood that the organization will be housed on a rent-free basis in the L.I.U.N.A. Local 183 offices at 1263 Wilson Avenue.

13.07 Ergonomics Training

- (a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund. Any employee hired on Monday, Tuesday or Wednesday must take the course not later than the following Saturday. Any employee hired on Thursday or Friday must take the course no later than the second following Saturday.
- (b) On-site supervisory personnel of any Employer shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund by April 30th, 1993.
- (c) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund by April 30th, 1993.
- (d) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

13.08 Soft Tissue Rehabilitation Clinic and Occupational Health Clinic

The Employer agrees to co-operate with the programs established by the ~~Soft~~ Tissue Rehabilitation Clinic and the Occupational Health Clinic, and, in particular:

- (a) to have his employees attend at the Occupational Health Clinic for the requisite testing at least once every three (3) years; and
- (b) to provide the ~~Soft~~ Tissue Clinic with a copy of Workers' Compensation Board Form 7 for any soft tissue injury sustained by any employee, including his address and telephone number, within three (3) days of any such injury.

**ARTICLE 14 - EMPLOYER ASSOCIATION FUND**

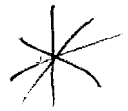
14.01 Each Employer bound by this Agreement shall contribute twenty-five cents (.25¢) per hour for each hour worked by each employee covered by this Agreement as such Employer's contribution to the costs of the Metropolitan Toronto Apartment Builders Association.

14.02 The Employer shall remit such contribution with other contributions under Articles 6 and 7 of Schedule "A" of this Collective Agreement together with the supporting information as may be required on the reporting form.

14.03 These contributions together with a duly completed Employer Contribution Form are to be made on the fifteenth (15th) day of the month following the month for which payments are due.

14.04 The Union shall act as Trustees for the Metropolitan Toronto Apartment Builders Association to collect such contributions and shall pay such contributions to the Metropolitan Toronto Apartment Builders Association by the fifteenth (15th) day of the month following the month in which payments are made.

14.05 The Union agrees that any Collective Agreement which it enters into subsequent to the signing of this Agreement which deals with the construction of buildings of the type described in Article 1.02 of this Agreement shall contain an article containing the same provisions as those contained in this Article 14.



**ARTICLE 15 - DEEMED ASSIGNMENT OF COMPENSATION UNDER  
THE EMPLOYMENT STANDARDS AMENDMENT ACT, 1991**

15.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by any Employer to pay any Employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

**Letter of Understanding**

If the above wording is not acceptable to the Employment Standards Branch, the Union's original Proposal will be substituted.

**ARTICLE 16 - DELINQUENCY**

16.01 In the event that Welfare, Pension, Vacation with Pay, Training and Industry Fund payments are received by the Union after the fifteenth (15th) day of the month following the date due, the Employer shall pay, as liquidated damages to the Union, at the rate of two percent (2%) per month (twenty-four percent [24%] per annum) or fraction thereof, on the outstanding overdue amount.

Such late payment shall be applied firstly to arrears of contributions already owing starting with the amount owing on the earliest month forward.

**ARTICLE 17 - DURATION**

17.01 This Agreement shall become effective the 1st day of May, 1992, and shall remain in effect until the 30th day of April, 1995 and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement not more than one hundred and twenty (120) days and not less than sixty (60) days before the 1st day of May, 1995 or in a like period in any year thereafter.

Dated at Toronto, Ontario this                      day of                      , 19

**METROPOLITAN TORONTO  
APARTMENT BUILDERS  
ASSOCIATION**

**LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL 183**

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**Harold Green**

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**Bev Howard**

## SCHEDULE "A"

### HOURS OF WORK AND OVERTIME

#### A.1.1 Work Day - Work Week

The regular working day shall consist of nine (9) hours per day between the hours of 7:00 a.m. and 7:00 p.m. The regular work week shall consist of forty-four (44) hours per week, Monday to Friday inclusive.

It is understood that should an employee be required to start his work day later than his regular starting time, the Employer agrees to notify the employee at least the day before. If an employee reports for work at his regular starting time, without being previously notified by the Employer, then he shall be paid from the said regular starting time.

#### A.1.2 Shift Work

Nine (9) hours' pay for eight (8) hours work will be paid if a man is scheduled to work five (5) shifts per week if the majority of his shift is outside the 7:00 a.m. to 7:00 p.m. spread. Employees directed to start work after 1:00 p.m. shall be considered on shift work.

#### A.1.3 Overtime

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in item A.1., A.1.1, and A.1.2 above, shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Saturdays, Sundays and Statutory Holidays.

Overtime shall be on a rotating basis provided the employee is capable of performing the available work. It being understood that the overtime is on a voluntary basis.



**A.1.4      Saturdays, Sundays and Statutory Holidays**

All work performed on Saturdays, Sundays and the following Statutory Holidays shall be paid for at the rate of double the employee's regular rate:

- |                 |                  |
|-----------------|------------------|
| New Years's Day | Labour Day       |
| Good Friday     | Thanksgiving Day |
| Victoria Day    | Christmas Day    |
| Dominion Day    | Boxing Day       |
| Civic Holiday   |                  |

**A.1.5      Reporting Allowance**

An employee who reports for work at his regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available shall be paid as follows:

- (a)            one (1) hour for inclement weather
- (b)            four (4) hours for any other reason.

**A.1.6      Coffee and Lunch Breaks**

The employees will be allowed to have two (2) coffee breaks, once during each half of his working day. Employees will be allowed one-half (1/2) hour lunch break between 12:00 noon and 1:00 p.m. except these time limits may be suspended during periods of emergency.

**PAYMENT OF WAGES**

**A.2.1**        In the case of layoff all men will receive one (1) day's notice in advance. When a man quits or is dismissed he shall give, or be given, one (1) hour's notice.

**A.2.2**        Whenever Unemployment Insurance Forms, Vacation Pay and Statutory Holiday Pay Credits are not given employees at the time of termination, they shall be sent by the Employer to the employee by registered letter to his last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case he will receive them by his next regular pay period.

A.2.3 Payment of Wages is to be made weekly or bi-weekly. Companies now paying weekly will continue to do so.

## VACATION PAY AND STATUTORY HOLIDAY PAY

A.3.1 The Parties hereto agree to pay vacation pay into a holiday and vacation pay fund, known as the “Labourers’ international Union of North America, Local 183 Members’ Holiday and Vacation Pay Fund”, the terms or which are set out in a separate Trust Document, which is hereby made part of this Agreement. The said Trust Fund will be jointly trusteeed.

The Parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members’ Holiday and Vacation Pay Fund and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto, and as if the same formed part of this Collective Agreement. In the event that any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the Parties to this Collective Agreement shall be bound by the same as if original Parties thereto, and as if the same formed part of this Collective Agreement.

A.3.2 Vacation with pay for employees shall be paid on the following basis: Ten percent **(10%)** of gross earnings.

It is understood and agreed that the portion of vacation with pay over four percent (4%) as set forth above, is paid in lieu of statutory holiday pay.

It is understood and agreed that vacation pay payments from the Fund to employees will be paid out twice annually between June 1-15 and November 1-15 in each year.

A.3.3 Vacation periods shall be scheduled by mutual consent of the Employer and the employees. Vacation periods shall be limited to a maximum of three (3) weeks per calendar year, except every three (3) years the employee may be entitled to a leave of absence to a maximum of eight **(8)** weeks, provided that such a request is made in writing at least ninety (90) calendar days in advance of the commencement of the leave of absence requested.

The Employer shall provide a written reply to a written vacation request within five **(5)** working days.

These contributions, together with a ~~duly-completed~~ Employer Contribution Form, are to be made by the fifteenth (15th) day of the month following the month for which payments are due.

A.3.4 Local 183 Members' Vacation **Pay Fund**

The Labourers' International Union of North America, Local 183 and the Association agree, subject to acceptance and adoption by the Trustees of the Labourers' International Union of North America, Local 183, Members' Vacation Pay Fund (the "Fund"), that Section 4.03(h) of the Agreement and Declaration of Trust made as of the 29th day of January 1975, as amended, establishing the said **Fund**, be amended as follows:

**(a)** Article 4.03(h)

"Any income earned by the Fund shall be applied as follows:

- (i)** to the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- (ii)** to provide for any liability for income tax in respect of the income of the Fund;
- (iii)** to the payment of vacation pay to employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment **to** the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time **after** the date of this Agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time and as may be required by the Employment Standards Branch, of the Ministry of Labour;
- (iv)** to the setting up of any reserves which Trustees may deem appropriate; and

- (v) any balance which remains is to be used to fund the Labour Management Job Promotion Organization referred to in the Collective Agreement between Local 183 and the M.T.A.B.A."

**A.3.5 Merger of Vacation Pay Funds**

The Labourers' International Union of North America, Local 183 and the Association agree to merge the Labourers' International Union of North America, Local 183 Members' Vacation Pay Trust Fund and the Labourers' International Union of North America, Local Union 183 Civil Engineering Vacation with Pay Trust Fund, subject to acceptance and adoption by the Trustees thereof, in accordance with section 6.03 of the Trust Agreements establishing both Funds.

**BASIC WAGE RATES AND PREMIUM CLASSIFICATIONS**

A.4.1	<u>May 1,</u> <u>1992</u>	<u>May 1,</u> <u>1993</u>	<u>May 1,</u> <u>1994</u>
(a) <u>Group 1: Labourers</u>	\$ 18.55	\$ 19.05	\$ 19.80

(AU employees covered by this Agreement including employees operating small equipment and employees operating personnel and material hoists, other than the employees within Group 2, 3 or 4 below.)

(b) <u>Group 2: Handyman</u>	\$ 19.15	\$ 19.65	\$ 20.40
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(Employees who are multi-skilled and perform such work.)

(c) Group 3: <u>Carpenter</u>	\$ 24.25	\$ 24.75	\$ 25.50
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- (d) Group 4: Working Foreman Shall receive \$1.25 per hour in excess of the average hourly rate of members in his Group.

**WORKING DUES**

**A.5.1** Effective July 1, 1992, working dues shall be increased by five cents (.05¢).

**A.5.2** It is agreed that the Employer shall use the Welfare Contribution Form with respect to the remittance of the working dues and information herein required.

## PENSION PLAN

**A.6.1** Effective May 1, 1992 the Employer agrees to pay the sum equal to one dollar and forty-two cents (**\$1.42**) per hour for each hour worked by employees coming within the bargaining unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

**A.6.2** Effective May 1, 1993 the Employer agrees to pay the sum equal to one dollar and fifty-two cents (**\$1.52**) per hour for each hour worked by employees coming within the bargaining unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

**A.6.3** Effective May 1, 1994 the Employer agrees to pay the sum equal to one dollar and sixty-two cents (**\$1.62**) per hour for each hour worked by employees coming within the bargaining unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

**A.6.4** Payments into the fund are to be made by the fifteenth (15th) day of the month following the month for which payment was made.

## WELFARE AND PREPAID LEGAL SERVICES

### **A.7.1** Members' Benefit Fund

The parties hereto agree that, effective as of May 1, 1992, the Collective Agreement between them which expired on April 30, 1992 shall be amended to provide, and that from and after May 1, 1992 until the expiry of the renewal agreement between them, the renewal Collective Agreement shall also provide as follows:

(a) Effective May 1, 1992 an amount of eighty cents (**.80c**) per hour for each hour worked by each employe~~e~~e represented by Local 183 shall be paid by the Employers to the Local 183 Members' Benefit Fund.

(b) Effective May 1, 1993 an amount of ninety cents (**.90c**) per hour for each hour worked by each employee represented by Local 183 shall be paid by the Employers to the Local 183 Members' Benefit Fund.

(c) Effective May 1, 1994 an amount of one dollar (\$1.00) per hour for each hour worked by each employee represented by Local 183 shall be paid by the Employers to the Local 183 Members' Benefit Fund.

The Employer shall remit contributions to the Labourers' Local 183 Members' Benefit Fund monthly, together with a duly-completed employers' report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

#### A.7.2 Prepaid Legal Fund

(a) The Employer agrees to pay the sum of five cents (.05¢) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.

(b) Effective May 1, 1993 the Employer agrees to pay the sum of seven cents (.07¢) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund.

The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefit Fund monthly, together with a duly-completed employers' report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

#### A.7.3 Local 183 Members' Benefit Fund

The Labourers' Local 183 and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is ~~so~~ amended ~~by~~ agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the

grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

## **TRAVEL ALLOWANCE**

A.8.1 Members of the Union required to travel from Zone 1 to a job site in another Zone will receive a per diem payment of a sum equal to 20 minutes at regular time for each additional Zone, to a maximum of a sum equal to eighty (80) minutes at regular time.

(i) **ZONE 1** - is the geographic area bordered by: Highway 10 on the west; Highway 7 on the north; the York-Ontario County Line on the east; Lake Ontario on the south.

(ii) **ZONE 2** - is the geographic area within the following borders: beginning at the point where Highway 25 projected southerly would meet Lake Ontario; the west border is Highway 25 running north to the King/Gormley/Stouffville Sideroad; the north border is the King/Gormley/Stouffville Sideroad running easterly to the York-Ontario County Line; the east border, in part, is the York-Ontario County Line running southerly from the King/Gormley/Stouffville Sideroad to Highway 7; the south border, in part, is Highway 7 running from the York-Ontario County Line westerly to Highway 10; Highway 10 running southerly from Highway 7 and projected to Lake Ontario is, in part, the east border; Lake Ontario from a projected Highway 10 to a projected Highway 25 is, in part, the south border;

AND the Municipalities of **BURLINGTON, AJAX,** and OSHAWA.

(iii) **ZONE 3** - is the geographic area bordered by Highway 25 on the west; Highway 9 on the north; the York-Ontario County Line on the east; the King/Gormley/Stouffville Sideroad on the south.

(iv) **ZONE 4** - is the geographic area bordered by Highway 25 on the west; Highway 89 on the north; the York-Ontario County Line on the east; Highway 9 on the south.

(v) **ZONE 5** - is the geographic area of the County of Simcoe lying north of Highway 89.

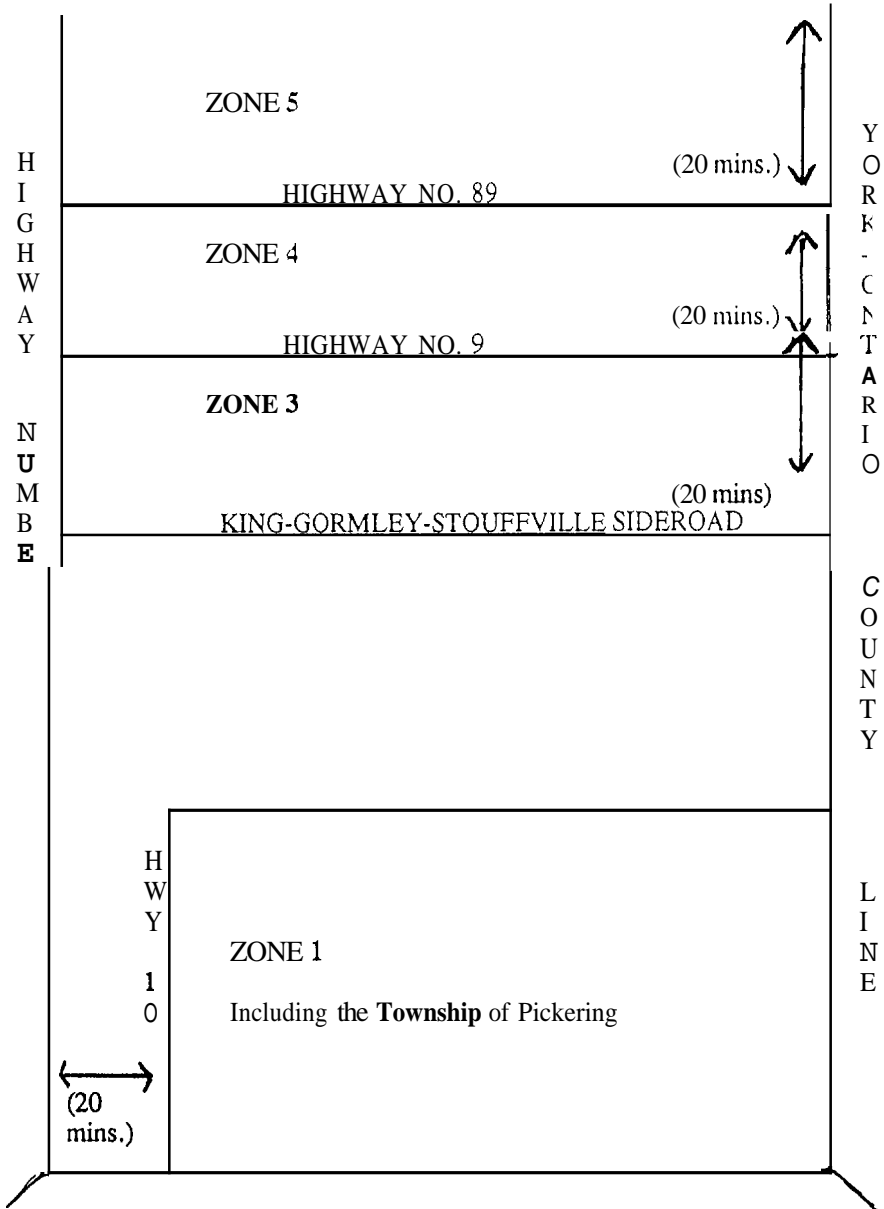
The Employer may provide transportation in lieu of Travel Allowance; the assembly point will be within **ZONE ONE**.

Travel time is in addition to the normal working day.

**A.8.2** When an employee is required by his Employer to remain out of town overnight outside of the geographic area of this Agreement the Employer shall maintain the employee's terms and conditions of employment for work performed out of town and pay him all applicable travel time and allowance as per map under this Collective Agreement.

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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING**

BETWEEN:

The Metropolitan Toronto Apartment **Builders** Association

"the **Association**"

and

Labourers' International Union of North **America**, Local **183**

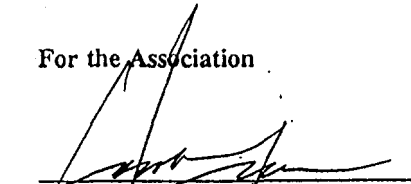
"the **Union**"

The addition of Article 1.4.a (ix) "**Bricklaying**" permits the contract or subcontract to companies in contractual relations with either **Bricklayers** Masons Independent Union of Canada Local 1 or Labourers' International Union of North America, Local **183** and is subject to the following conditions:

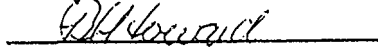
1. The provision comes into effect February 1, 1993.
2. The provision excludes existing contracts or subcontracts let before February 1, 1993 for their duration.
3. The formation of a common Union of Local **183** and Local **1** must take place before December **31, 1993**, failing which such provision will expire as of that date.

Dated this 22nd day of April, 1992

For the **Association**

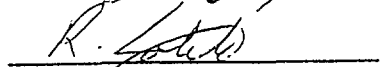
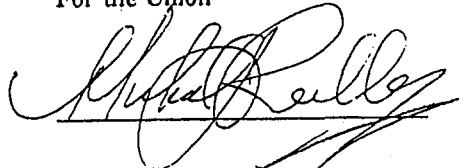


Harold Green



Bev Howard

For the **Union**



**SCHEDULE "C"**

**LETTER OF AGREEMENT**

Between the Metropolitan Toronto Apartment Builders Association and Labourers' International Union of North America, Local 183.

The Employers agree that notwithstanding Article 1.01 it is **agreed** that **after** the takeover of a construction project that should an Employer contract or subcontract the Concrete restoration of a parking garage it **shall use** its best **efforts, to contract or subcontract** such work to an Employer which is in contractual dations with the Union.

**Signed on behalf of  
the Association**

**Signed on behalf of the Union**

\_\_\_\_\_  
John Bassel, President

\_\_\_\_\_  
John Stefanini, Business Manager

\_\_\_\_\_  
Bev Howard, Vice-President

\_\_\_\_\_  
Rocco Lotito, Apartment Business Agent

**METROPOLITAN TORONTO APARTMENT BUILDERS  
ASSOCIATION MEMBERSHIP**

**ARCADIA GROUP INVESTMENTS LTD.**

222 Dixon Road, Ste. 307  
Weston, ON M9P 2M2

John Bassel  
Tel: 247-5352  
Fax: 243-0828

**AROSAN ENTERPRISES LTD.**

3390 Midland Avenue  
Scarborough, ON M1V 4V7

Santokh Singh  
Tel: 299-5040  
Fax: 299-8291

**BELMONT CONSTRUCTION COMPANY LTD.**

970 Lawrence Ave. West, Suite 300  
Toronto, ON M6A 3B6

George Seidel  
Tel: 256-7500  
Fax: 256-7501

**BRADSCOT CONSTRUCTION LIMITED**

144 Bullock Drive  
Markham, ON L3P 1W2

Neil McLennan  
Tel: 798-7349  
Fax: 798-7347

**BRAMALEA LIMITED**

1867 Yonge Street  
Toronto, ON M4S 1Y5

Max Hecht  
Tel: 366-3200  
Fax: 482-5046

**BRYDALE LIMITED**

3520 Pharmacy Ave., Unit #1  
Scarborough, ON M1W 2T8

Simon Minz  
Tel: 499-9350  
Fax: 499-5312

**CAMROST DEVELOPMENT CORPORATION**

4950 Yonge Street, Suite 1500  
Willowdale, ON M2N 6K1

Geoffrey Feldman  
Tel: 222-3208  
Fax: 229-5885

**CENTRAL PEEL HOLDINGS (1982) LTD.**

4110 Yonge Street, Suite 602  
Willowdale, ON M2P 2B7

Alan Kerbel  
Tel: 733-2202  
Fax: 733-4139

**CONCORDE SQUARE LIMITED**

14 Concorde Place  
Don Mills, ON M3C 3M6

Lorenz Schmidt  
Tel: 445-2290  
Fax: 444-9141

**COSCAN DEVELOPMENT CORPORATION**

3111 Dufferin Street  
Toronto, ON M6A 2S7

Michael Firestone  
Tel: 785-2700  
Fax: 785-7122

**DANIELS GROUP INC.**

20 Queen St. West, Suite 2810  
Toronto, ON M5H 3R3

Tom Dutton  
Tel: 598-2129  
Fax: 979-0415

**DIRPAM (1983) LIMITED**

199 Adesso Drive  
Concord, ON L4K 3C4

Auri Di Rocco  
Tel: 738-8841  
Fax: 738-9803

**ERSKINE BUILDING CORPORATION**

175 Keewatin Ave., P.H. Office  
Toronto, ON M4P 2A3

Bev Howard  
Tel: 486-5211  
Fax: 486-2254

**GARCON CONSTRUCTION INC.**

124 Merton Street  
Toronto, ON M4S 2Z2

Arthur Noack  
Tel: 488-3511  
Fax: 482-0113

**GOLDFAN HOLDINGS LIMITED**

1155 Yonge Street, Suite 400  
Toronto, ON M4T 1W2

John Guanti  
Tel: 962-9080  
Fax: 962-5841

**GOLDLIST DEVELOPMENT CORPORATION**

65 Overlea Blvd., Suite 300  
Toronto, ON M4H 1P1

David Freedman  
Tel: 421-3020  
Fax: 421-8169

**GREENWIN CONSTRUCTION COMPANY**

365 Bloor Street E., Suite 1906  
Toronto, ON M4W 3L4

Harold Green  
Tel: 923-4270  
Fax: 923-4484

**H & R DEVELOPMENTS**

3625 Dufferin Street, Suite 503  
Downsview, ON M3K 1N4

Sandy Hofstedter  
Tel: 635-7520  
Fax: 635-9921

**HEATHCLIFFE DEVELOPMENTS LIMITED**

3090 Kingston Road, Suite 400  
Scarborough, ON M1M 1P2

Tom Stricker  
Tel: 269-5511  
Fax: 269-5732

**HUANG & DANCZKAY CONSTRUCTION INC.**

1881 Yonge Street, Suite 800  
Toronto ON M4S 3C4

Michael Huang  
Tel: 322-9600  
Fax: 322-9411

**INTRAURBAN PROJECTS**

11 Church Street, Suite 303  
Toronto, ON M5E 1W1

Tom Schwartz  
Tel: 861-1311  
Fax: 861-9209

**JALTAS INC.**

2677 Drew Road  
Mississauga, ON L4T 3X1

André Gagne  
Tel: 671-4545  
Fax: 673-8579

**KANEFF PROPERTIES LIMITED**

1290 Central Parkway West  
Mississauga, ON L5C 4R3

Andrew Berzins  
Tel: 279-0391  
Fax: 279-8873

**KONVEY CONSTRUCTION COMPANY LTD.**

4711 Steeles Avenue East  
Scarborough, ON M1V 4S5

Ibrahim Nayed  
Tel: 298-9106  
Fax: 298-4469

**MASTERCRAFT BRIDGE & ENGINEERING**

41 Marbrooke Lane  
Etobicoke, ON M9V 2B1

Ronald Nolles  
Tel: 740-1231  
Fax: 740-0428

**MATTHEWS GROUP LIMITED**

90 Burnhamthorpe Road West, Suite 206  
Mississauga, ON L5B 3C3

Richard Cerny  
Tel: 277-9480  
Fax: 277-1446

**MENKES PROPERTIES**

3650 Victoria Park Ave., Suite 400  
North York, ON M2H 3P7

Ernie McBride  
Tel: 491-2222  
Fax: 491-7753

**MILNE & NICHOLLS LIMITED**

275 Lesmill Road  
Don Mills, ON M3B 2V1

Brad Nicholls  
Tel: 445-5870  
Fax: 445-2524

**MOLLENHAUER RESIDENTIAL LIMITED**

5343 Dundas St. West, Suite 600  
Etobicoke, ON M9B 6K5

Larry Allen  
Tel: 233-3222  
Fax: 233-2342

**NEW STYLE DEVELOPMENTS**

5460 Yonge Street, Suite 204  
North York, ON M2N 6K7

Michael Finkelstein  
Tel: 512-2941  
Fax: 512-2438

**PRESTEIGN CONSTRUCTION CO. LTD.**

7768 McCowan Road, R.R. #2  
Markham, ON L3P 3J3

John Pugh  
Tel: 513-6511  
Fax: 513-1890

**RONTO DEVELOPMENT LIMITED**

5255 Yonge Street, Suite 1000  
Willowdale, ON M2N 6P4

Michael Steele  
Tel: 223-6200  
Fax: 223-6911

**SHIPLAKE MANAGEMENT COMPANY**

20 Eglinton Ave. West, Suite 1600  
Toronto, ON M4R 2H1

**Don Campbell**

**Tel: 487-3883**

**Fax: 482-1508**

**SHIPP CORPORATION LIMITED**

4 Robert Speck Parkway, Suite 1600  
Mississauga, ON L4Z 1S1

**Taffy Davies**

**Tel: 275-2750**

**Fax: 275-1149**

**SKY TOP DEVELOPMENTS LIMITED**

120 Overbrook Place, Suite 111  
Downsview, ON M4T 1X3

**Stan Vine**

**Tel: 630-5114**

**Fax: 630-8396**

**TACTIX CONSTRUCTION LIMITED**

9 New Street,  
Toronto, ON M5R 1P7

**Mel Greenspoon**

**Tel: 972-1818**

**Fax: 972-6128**

**TODDGLEN CONSTRUCTION LIMITED**

245 Fairview Mall Drive, Suite 700  
North York, ON M2J 4T1

**Joe Murphy**

**Tel: 492-2450**

**Fax: 492-2459**

**WEST YORK CONSTRUCTION (1984) LTD.**

270 Toryork Drive  
Weston, ON M9L 1Y1

**Adam Kunst**

**Tel: 741-6750**

**Fax: 741-6767**

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**SUMMARY - WAGE AND BENEFIT SCHEDULE**

**THREE YEAR TERM EXPIRING APRIL 30, 1995**

	<u>May 1,</u> <u>1992</u>	<u>May 1,</u> <u>1993</u>	<u>May 1,</u> <u>1994</u>
<b>a) CROUP 1: LABOURERS</b>			
Wages	18.55	19.05	19.80
Vacation & Statutory Holiday Pay	1.855	1.905	1.98
Welfare Fund	.80	.90	1.00
Pension Fund	1.42	1.52	1.62
Prepaid Legal	.05	.07	.07
Training Fund	<u>.15</u>	<u>.20</u>	<u>.20</u>
PACKAGE	\$22.825	\$23.645	\$24.67
Industry Fund	<u>.25</u>	<u>.25</u>	<u>.25</u>
 COST TO EMPLOYER	 <u>\$23.075</u>	 <u>\$23.895</u>	 <u>\$24.92</u>

WAGES FOR OTHER GROUPS

<b>b) CROUP 2: HANDYMAN</b>	19.15	19.65	20.40
<b>c) GROUP 3: CARPENTER</b>	24.25	24.75	25.50
<b>d) GROUP 4 FOREMAN</b>		Shall receive \$1.25 per hour in excess of the average hourly rate of members in his Group.	