

**COLLECTIVE AGREEMENT BETWEEN**

**METROPOLITAN TORONTO APARTMENT  
BUILDERS ASSOCIATION**

**- and -**

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

**May 1, 2001 to April 30, 2004**

07590 (08)

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THIS AGREEMENT made and entered into this 1st day of May, 2001

**BETWEEN**

**METROPOLITAN TORONTO APARTMENT  
BUILDERS ASSOCIATION**  
(hereinafter called the "Association")

OF THE FIRST PART

and

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

OF THE SECOND PART

WHEREAS the Association, acting on behalf of its members Companies, and acting on behalf of certain other Employers with whom the Union has bargaining rights, pursuant to the Accreditation Order issued by the Ontario Labour Relations Board, 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 provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

AND WHEREAS the Employers recognize the Union as the Collective Bargaining Agent with respect to the employees of the Employers covered by this Agreement and all other employers engaged in construction under this Agreement;

NOW THEREFORE it is agreed as follows:

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

**1.01** Each of the Employers recognize 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 in OLRB Area Nos. 8, 9, 10, 11, 12, 18, 29 and 30. 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, bob-cats 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 the Universal Workers Union, Labourers' International Union of North America Local 183 (the "Union").

**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 connect therewith;
- (ix) the other paragraphs of this Article 1.02 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 Residential Construction Labour Bureau and the Union.

**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 Residential Construction Labour Bureau and the Union.

The term "low rise housing" whenever used in this Collective Agreement shall be given the same, meaning as that term given in the Collective Agreement between the Toronto Residential Construction Labour Bureau and the Union.

- 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 Drain;
    - (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; and
- (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 pre-cast specialty contractor in the sub-structure and super-structure and excluding landscaping components; then such work shall be contracted or sub-contracted to companies in contractual relations with the Union;
- (ix) Marble, Tile and Terrazzo, and Cement Masonry work effective January 1, 2002.;  
*(NOTE: This addition is contingent upon the Union being able to satisfy the Association within thirty (30) days of the date of signing that it, as of that date, satisfies the test 8s outlined in paragraph (1) of Letter of Understanding No. 13 (attached), and should there be a disagreement on this issue it may be referred to arbitration.)*

all such work shall be contracted or subcontracted to companies in contractual relations with the Union.

(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.

(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 with the Ontario Pre-Cast Concrete Manufacturers' Association.

(d) Each Employer agrees, that when sub-contracting bricklaying work, to sub-contract such work to sub-contractors in contractual relations with the Masonry Council of Unions Toronto and Vicinity Inc., or the Bricklayers, Masons Independent Union of Canada, Local 1, or the Union.

(e) The Union must forthwith supply to the Association a list of those contractors which are in contractual relationship with it, which lists shall be revised by the Union as necessary, but in no event less than quarterly. The Union must also supply to the Association a copy of all current collective agreements with each and every Employer's Organization for every trade or sub-trade mentioned in the subcontracting clause or the cross-over of this Agreement.

**1.05** Cross-Over Clauses: 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:

- A. **"The Bricklaying Agreement"** being a Collective Agreement between the Masonry Contractors' Association of Toronto Inc., and Bricklayers, Masons Independent Union of Canada, Local 1, and the Union, and Masonry Council of Unions Toronto and Vicinity.
- B. **"The Carpentry and Framing Agreement"** being a Collective Agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- C. **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- D. **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- E. **"The Heavy Engineering Agreement"** being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.
- F. **"The House Basements Agreement"** being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.
- G. **"The House Builders Agreement"** being a Collective Agreement between the Toronto Residential Construction Labour Bureau and the Union.
- H. **"The Agreement Covering Building Restorations and Associated Work"** being a Collective Agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area No. 8 and the Union.



- I. **"The Roads Agreement"** being a Collective Agreement between the Toronto and Area Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- J. **"The Sewer and Watermain Agreement"** being a Collective Agreement between the Greater 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.
- K. **"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.
- L. **"The Marble, Tile and Terrazzo & Cement Masons Agreement"** being a collective agreement between various independent marble, tile, terrazzo and cement mason contractors and the Union. *(NOTE: This addition is contingent upon the Union being able to satisfy the Association within thirty (30) days of the date of signing that it, as of that date, satisfies the test as outlined in paragraph (1) of Letter of Understanding No. 13 (attached), and should there be a disagreement on this issue it may be referred to arbitration.)*

## 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 employee 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 supplies 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 following 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 the 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 and 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 and otherwise if an arbitrator or board of arbitration agrees that it is reasonable and equitable to do so in all the circumstances.

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

**5.10** In addition to the above procedures, a grievance arising under the provisions of this Agreement may be referred to the Expedited Arbitration Procedure established by the Local 183 Expedited Enforcement System attached hereto as Appendix "A". It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement System, save and except for those provisions requiring builders to provide notices of work and notices of contracts or sub-contracts to the Union, and any penalties, bonds and costs (save and except such arbitration costs which relate to a builders non-compliance with a holdback request) form part of this Agreement and that all such incorporated terms and conditions of the Local 183 Expedited Enforcement System, along with any other part of this Agreement, may be interpreted and applied by an arbitrator or board of arbitration with jurisdiction arising out of this Agreement, the Local 183 Expedited Enforcement System or the Ontario *Labour Relations Act*.

## **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;
- (viii) Welfare including Long Term Care, Camping Ground and Prepaid Legal;
- (ix) Travel Allowance;

and they are hereby made part of this Agreement.

**7.02** (a) The geographic schedules attached hereto shall set out the specific terms and conditions which apply in the various geographic areas covered by this Collective Agreement.

(b) When an employee, who regularly works in a geographic area covered by one of the Schedules, is sent by his Employer to work outside of his regular geographic area then all terms and conditions set out in this Collective Agreement will be maintained and the employee will continue to receive his wage rates, hours of work, fringe benefits, and any other terms and conditions of employment, as provided for in the Schedule for the geographic area in which he regularly works.

(c) The provisions of sub Article (b) above, will not apply if the employee is sent by his Employer to work in a geographic area covered by one of the Schedules to this Collective Agreement, and that schedule provides more beneficial terms and conditions of employment. In such cases the Schedule containing the more beneficial terms and conditions of employment shall apply rather than the Schedule applicable to the geographic area where the employee regularly works.

## **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 is 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 AND TECHNOLOGY**

**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** The Union agrees that the employees covered by this Agreement will work in accordance with Part III of the Occupational Health & Safety Act and will not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker,

or remove or make ineffective any protective device required by the regulations or by his or her employer.

#### **9.04**     No Strikes - No Lockouts

The Union and the Employers agree that there shall be no strikes or lockouts as defined in the Ontario *Labour Relations Act*.

The Employer agrees that any employees may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned to work. The Employer agrees that such individual decisions made by the employees concerned 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. In the event that any employees do individually decide to refuse ~~to cross~~ a picket line, then they will be assigned to such other work on such other projects as is available or will be deemed to be on temporary layoff until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This Article shall only apply to such picket lines established by the Union against any employer which continues to perform work on the particular project(s) where the picket line has been established.

**9.05**     In the event that during the term of this Collective Agreement industry developments or practices result in new methods of construction and/or result in the requirement for new classifications of any employee of the Employer covered by this Collective Agreement, whether or not such changes are the result of technological change or not, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications and wage and/or piecework rates applicable thereto. Failing the agreement of the parties with respect to the establishment of new classifications and/or wage and/or piecework rates applicable thereto, either party may refer such issues to arbitration for final and binding determination.

### **ARTICLE 10 - SENIORITY**

**10.01**     All members of the Union who have seniority ("existing members") under the terms and provisions of this Collective Agreement, (or any similar independent collective agreements) as of May 1, 2001 with any Employers who are bound to this Collective Agreement (or any similar independent collective agreements) shall maintain that seniority and shall maintain the right to acquire seniority with any other employers.



**10.02** Any employees who have not already acquired seniority with any Employer under this Collective Agreement (or any similar independent collective agreements) shall not be entitled to acquire seniority rights and the provisions of this Collective Agreement with respect to layoff and recall by seniority shall not apply to such employees ("new members") save and except that it is agreed that the layoff and recall of such new members shall not be done in a manner which is arbitrary, discriminatory or in bad faith and save and except as set out in Schedule "A" of this Collective Agreement with respect to the priority that such members will have over apprentices in situations concerning layoff and recall.

**10.03 (a)** All new members working for the Employer shall be laid off prior to the layoff of any existing members who have established seniority rights with the Employer;

(b) All existing members who have established and maintain their seniority rights with the Employer shall be recalled to employment prior to the hiring or re-hiring of any new member, providing that such existing employees are capable of performing the available work;

(c) Any existing member, who is eligible to acquire seniority rights under this Agreement, shall be subject to a six (6) month probation period with the Employer, and thereafter his seniority date with that Employer shall revert back to the date of first hire;

(d) Layoffs for existing members who have acquired seniority rights shall be by seniority date providing that the senior employees are capable of performing the available work;

(e) The parties agree that existing members, who have seniority rights, and who are laid off shall be entitled to recall, by order of seniority, for a period of up to six (6) months provided that the senior employee is capable of performing the available work;

**10.04** An existing member will lose his recall rights with any particular employer, and shall be deemed to be terminated if he:

(i) fails to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given;

(ii) fails to return to work within five (5) working days of being recalled by the Employer;

- (iii) if the Employer is unable, for any reason to contact the laid off employee to advise him of his recall to employment, the Employer shall notify the Union and thereafter the Union shall have a period of five (5) additional working days in order to attempt to notify the member concerned of the Employer's intent to recall him;
- (iv) at the request of the Union the Employer will supply a seniority list to it.
- (v) on no account shall an employee who is transferred by his Employer between the Employer's low rise or high rise operations suffer any disadvantage with respect to his seniority rights by virtue of such a transfer. Accordingly, any employee who is so transferred will continue to and/or be eligible to acquire and maintain seniority under either or both the low rise and high rise collective agreements in the manner which is most advantageous to such an employee.

## **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 five hundred dollars (\$500.00).

**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** 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.

**11.06** 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 twenty cents (.20¢) for each hour worked by employees covered by this Agreement to the "Local 183 Members' Training and Rehabilitation Fund".

It is understood that the purpose of the Fund is to maintain a training program in order to upgrade and improve the skills of employees covered by this Agreement.

Both parties agree to conduct an annual complete labour supply and training needs assessment. This will be conducted in September of any given year. The assessment will identify training and recruitment needs for the upcoming year. Both parties agree to pursue any and all efforts to meet any targets set. This process will be open to the participation of any other Associations bound to agreements with the Union.

**13.02** The said Fund shall be jointly Trusteed, consisting of Trustees representing the Union and various employers including 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 and Rehabilitation Fund

The Union 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 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** It is agreed that the Local 183 Members’ Training and Rehabilitation 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 of responsibility for worker education required in the *Occupational Health & Safety Act* and the Regulations thereto.

**13.05** 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 Local 183 Members’ Training and Rehabilitation 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 Local 183 Members’ Training and Rehabilitation Fund
- (c) Union Stewards shall be required to attend and complete the Ergonomics Training course offered by the Local 183 Members’ Training and Rehabilitation Fund.
- (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.

## **ARTICLE 14 - EMPLOYER ASSOCIATION FUND**

**14.01** Each Employer and all other employers engaged in construction under 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** If the Association determines that it requires more than the amount set out in Article 14.01 hereto and/or a special assessment from each of the Employers covered by this Agreement, the Association shall notify the Union of any change in the amount required, and/or the special assessment in which case the Union shall remit the increased amount and/or the special assessment to the Association, and each Employer's contribution under the terms and conditions of this Article shall be increased by the corresponding amount which the Union is required to remit.

**14.06** 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 provision 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 of 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 Regulations 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**

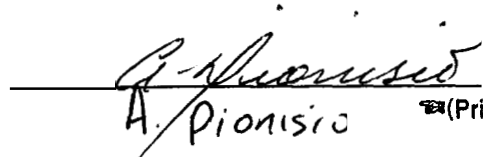
**17.01** The term of this Agreement shall be from May 1, 2001 to April 30, 2004 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30, 2004 or in any like period in any third year thereafter. The Parties agree that if this Collective Agreement continues in force after April 30, 2004 in accordance with the terms and conditions of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard High Rise Builders' Collective Agreement,

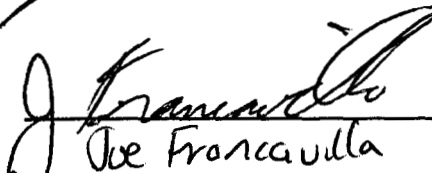
DATED at *TORONTO* , Ontario this *20th* day of *December* , 2001

METROPOLITAN TORONTO APARTMENT BUILDERS ASSOCIATION

UNIVERSAL WORKERS UNION, LABOURERS INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183

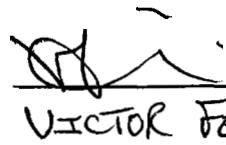
  
\_\_\_\_\_  
Joe Murphy (Print Name)

  
\_\_\_\_\_  
A. Pionisio (Print Name)

  
\_\_\_\_\_  
Joe Francaulla (Print Name)

  
\_\_\_\_\_  
Rocco Lohfo (Print Name)

  
\_\_\_\_\_  
Peter DeBiasio (Print Name)

  
\_\_\_\_\_  
VICTOR FERREIRA (Print Name)

**\*\*ERRORS AND OMISSIONS EXCEPTED\*\***



## SCHEDULE " A

### A.1 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 an employee is scheduled to work five (5) shifts per week and 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 Items 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 Year'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; and
- (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 their working day. Employees will be allowed one-half (½) hour lunch break between 12:00 noon and 1:00 p.m., except these time limits may be suspended during periods of emergency.

## **A.2**        **PAYMENT OF WAGES**

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

**A.2.2**    Whenever Employment 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 their last known address within forty eight (48) hours from the time of termination, unless termination is voluntary, in which case they will receive them by their 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**.

### **A.3 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 of 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 hereto, 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 once annually between June 1<sup>st</sup> and 15<sup>th</sup> 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.

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 Union 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)     at the conclusion of the fiscal year end of the Vacation Pay Fund, any surplus balance will be split between the Union and Association on a fifty-fifty basis and remitted to the Union and Association.

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

The Union 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.

**A.4 BASIC WAGE RATES AND PREMIUM CLASSIFICATIONS**

<b>A.4.1</b>	<u>May 1 2001</u>	<u>May 1 2002</u>	<u>May 1 2003</u>
(a) <u>Group 1: Labourers</u>	\$22.12	\$22.80	\$23.44
(All 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>	\$22.72	\$23.40	\$24.04
(Employees who are multi-skilled and perform such work.)			
(c) <u>Group 3: Carpenter</u>	\$27.82	\$28.50	\$29.14
(d) <u>Group 4: Working Foreman</u>	Shall receive \$1.25 per hour in excess of the average hourly rate of members in his Group.		

**A.4.2** In anticipation of the approval, but not contingent upon the approval, of the creation of the Construction Craft Worker, the parties agree to establish a joint apprenticeship system by September 1, 2001. It is agreed that, upon the establishment of such a joint apprenticeship system, apprentices may be utilized to perform bargaining unit work in accordance with the following terms and conditions:

- (a) All current members of the Union will be grandfathered as journeymen workers and will be considered as such by all employers bound to this Agreement;
- (b) The ratio of journeymen to apprentices employed by an Employer at any given time will be not less than 2 to 1;
- (c) The schedule of rates of pay with respect to apprentices will be established by the Parties according to industry norms based upon a sliding scale percentage of the journeymen rate as the apprentice moves through the apprenticeship system;
- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations

(if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;

- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the parties have established, prior to commencing work. Further, all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the parties;
- (f) The parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;
- (g) Any person **who is** not registered as an apprentice shall receive the full journeymen rate for the entire period of his employment prior to him becoming registered;
- (h) If the ratio with respect to journeymen and apprentices is not complied with by any employer then all apprentices shall receive the full journeymen rate for the relevant period of employment;
- (i) It is agreed that prior to laying off any journeymen all apprentices will be laid off. It is further agreed that prior to recalling any apprentices to work, all journeymen with seniority rights under this Collective Agreement or who have been laid off by the Company not less than three (3) months prior to the date of recall, will be recalled. It is further agreed that prior to registering or hiring any new apprentices, the Employer will recall any apprentices on layoff (for a period to be determined by the joint committee), providing that such apprentices are capable of performing the available work.

## **A.5 WORKING DUES**

**A.5.1** The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of two and one half percent (2½ %) of gross wages for each employee covered by this Agreement.

**A.5.2** Effective July 1, 2001 working dues will be increased to three percent (3%) of gross wages for each employee covered by this Agreement.

**A.5.3** 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.

## **A.6 PENSION PLAN**

**A.6.1** The Employer agrees to contribute the following amounts for each hour worked by employees covered by this Agreement into the Labourers' Pension Fund of Central and Eastern Canada:

- Effective May 1, 2000 - two dollars and seventy-six cents (\$2.76);
- Effective May 1, 2001 - three dollars and six cents (\$3.06);
- Effective May 1, 2002 - three dollars and thirty-six cents (\$3.36);
- Effective May 1, 2003 - three dollars and sixty-six cents (\$3.66);

**A.6.2** Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which payment was made.

## **A.7 BENEFIT PLAN INCLUDING LONG TERM CARE, CAMPING GROUND AND PREPAID LEGAL SERVICES**

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

(a) The Employer agrees to contribute the following amounts for each hour worked by employees covered by this Agreement to the Local 183 Members' Benefit Fund:

- Effective May 1, 2001 - one dollar and forty-five cents (\$1.45);
- Effective November 1, 2001 - one dollar and sixty-five cents (\$1.65);
- Effective May 1, 2002 - one dollar and eighty-five cents (\$1.85); and
- Effective January 1, 2004 - two dollars and ten cents (\$2.10).

(b) It is understood that the amounts in Article A.7.1(a) include thirty cents (.30¢) for Long Term Care and five cents (.05¢) for the Camping Ground over the life of this Agreement, payable on the dates and in the amounts listed in Articles A.7.2 and A.7.3.

**A.7.2**     Long Term Care

The Employer agrees to pay ten cents (.10¢) effective November 1, 2001, twenty cents (.20¢) effective May 1, 2002, and thirty cents (.30¢) effective January 1, 2004, for each hour worked by employees covered by this Agreement into the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for Long Term Care.

**A.7.3**     Camping Ground

The Employer agrees to pay five cents (.05¢) effective January 1, 2004 for each hour worked by employees covered by this Agreement into the Local 183 Members' Benefit Fund for the purpose of purchasing a Camping Ground.

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

**A.7.4**     Prepaid Legal Fund

The Employer agrees to contribute ten cents (.10¢) for each hour worked by each employee covered by this Agreement to the Labourers' Local 183 Prepaid Legal Benefits Fund which is jointly administered by an equal number of Employer and Union Trustees for the purpose of providing legal benefits to such employees and their beneficiaries.

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.7.5**     Local 183 Members' Benefit Fund

The Union and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of Oct 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.

## **A.8 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: *Erin Mills Parkway on the west; King/Gormley/Stouffville Sideroad on the north; the York-Ontario County Line on the east; Lake Ontario on the south.*

AND the Municipalities of Burlington, Ajax, and Oshawa.

- (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 Highway 9, the north border is the Highway 9 running easterly to the York-Ontario County Line running southerly from Highway 9 to the King/Gormley/Stouffville Sideroad; the south border, in part, is the King/Gormley/Stouffville Sideroad running from the York-Ontario County Line westerly to Erin Mills Parkway; Erin Mills Parkway running southerly from the King/Gormley/Stouffville Sideroad and projected to Lake Ontario is in part, the east border; Lake Ontario from a projected Erin Mills Parkway to a projected Highway 25 is, in part, the south border;*

- (iii) **ZONE 3** - 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.*
- (iv) **ZONE 4** - is the geographic area of the *County of Simcoe lying north of Highway 89.*

The above-noted change to the travel zones will only apply to new jobs where work is commenced after May 1, 2001.

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

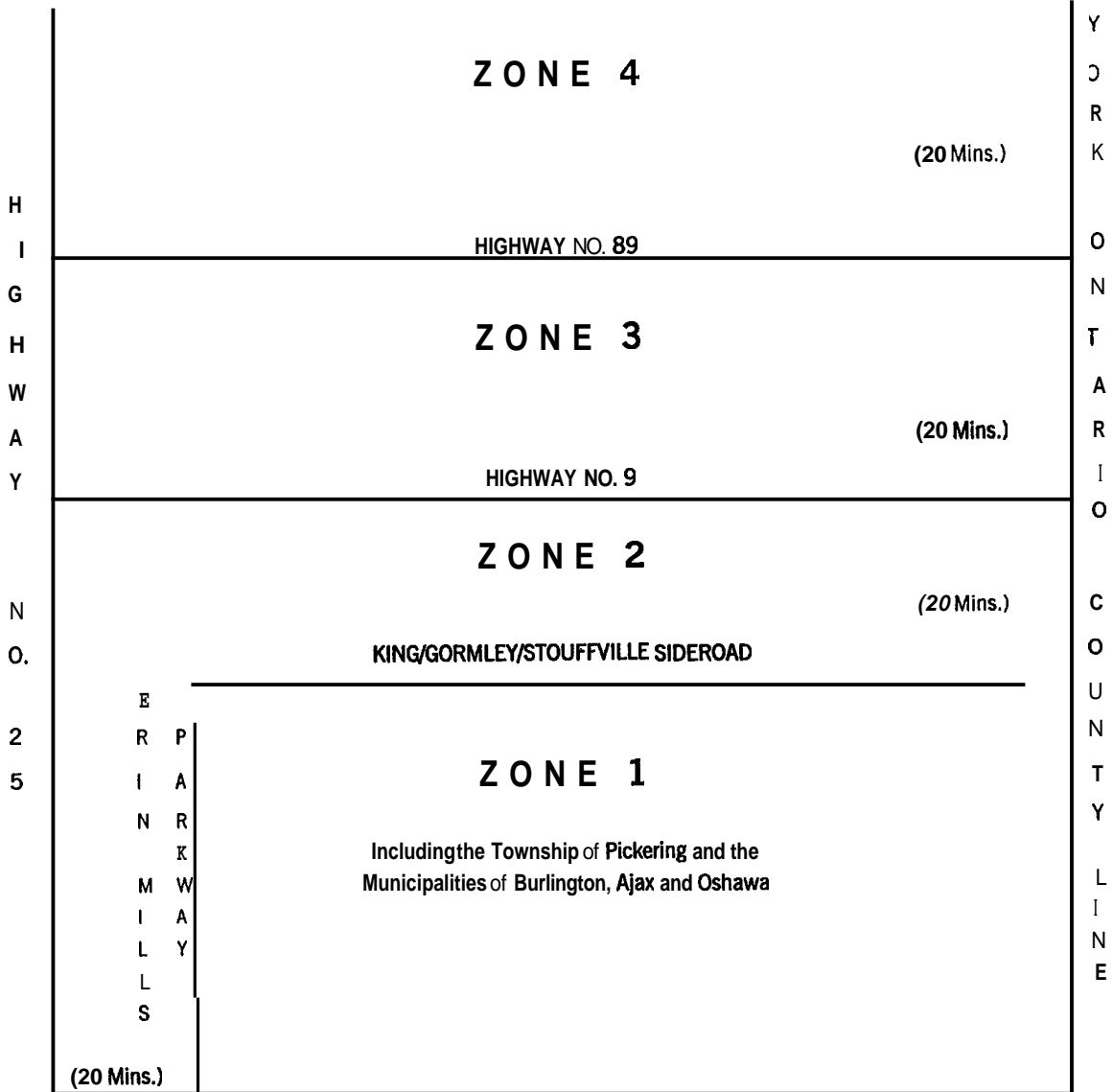
Travel time is in addition to the normal working day.

**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 in this Collective Agreement.

**A.8.3** An employee is not eligible for travel allowance if the site is less than fifteen (15) kilometers from their place of residence by the most practical and direct route.

**A.8.4** Effective June 1, 2001 the employer shall provide free parking at the job site for any employees who are required to use their own vehicle to report to a job site.

**TRAVELING ZONES**



SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 1

No Inferior Collective Agreements

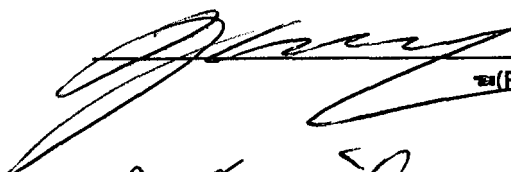
The Parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a collective agreement with the Union, then the Union agrees that the specific and individual terms and conditions of that collective agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the collective agreement with the Association.

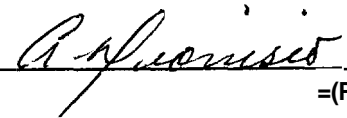
The Parties agree that this Letter **forms** part of this Collective Agreement and may be enforced **as** such.


Signed at *Toronto*, Ontario this *20~~th~~* day of *December*, 2001

FOR THE ASSOCIATION

FOR THE UNION

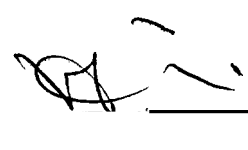
  
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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING NO. 2**

**Remittances and Contributions**

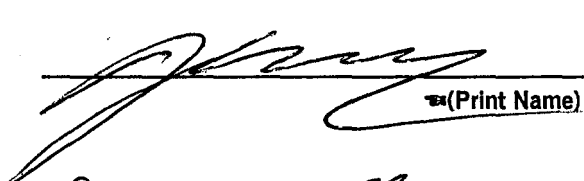
The Parties agree that during the lifetime of the Agreement the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds set out in this Collective Agreement, or which may be established hereafter by the Union, by transferring any portion of the contributions required to be made to any particular employee benefit fund (now existing or existing in the future), other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund (now existing or existing in the future) provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

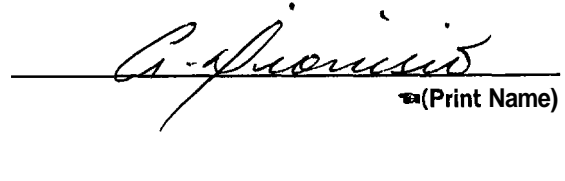
The Parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

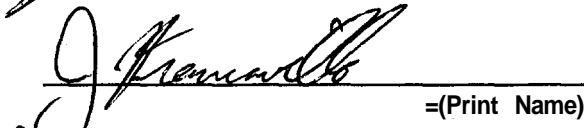
Signed at *TORONTO*, Ontario this *20th* day of *December*, 2001


FOR THE ASSOCIATION

FOR THE UNION


  
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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING NO. 3**

**Name of the Union**

The Parties agree that, during the term of this Collective Agreement, the Union has the right to, and may, change its name.

The Employer agrees that upon written notice from the Union that it has formally changed its name, the Union, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under this Collective Agreement and otherwise, be the successor to the Universal Workers Union, Labourers' International Union of North America, Local 183.

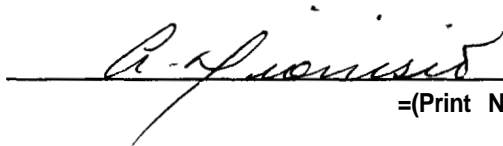
The Parties agree that this Letter **forms** part of the Collective Agreement and may be enforced as such.

Signed at *TORONTO*, Ontario this *20TH* day of *DECEMBER*, 2001


**FOR THE ASSOCIATION**

**FOR THE UNION**

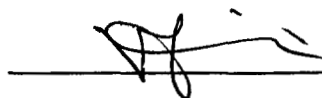
  
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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING NO. 4**

Successor and Assigns

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Article, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Section 1(4) and 69 of the Ontario *Labour Relations Act* (as they exist on the date hereof) are hereby incorporated and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or Expedited Arbitration System and/or the Ontario *Labour Relations Act*, to have all of the powers that the Board would otherwise have under the provisions of the *Act*.

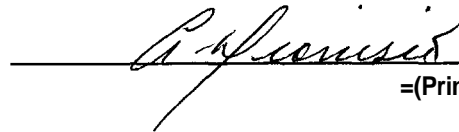
The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed at *Toronto*, Ontario this *20th* day of *DECEMBER*, 2001

FOR THE ASSOCIATION

FOR THE UNION


  
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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING NO. 5**

**Grievances - Association Members**

The Parties agree that in accordance with past practice, where the Union has filed a grievance against an Employer who is a member of the Association, prior to proceeding to arbitration the Union will provide notice of the grievance to the Association and all necessary arrangements will be made for a meeting of two (2) representatives of the Union, along with two (2) members of the Association, at which time the grievance will be discussed and the parties will attempt to resolve all issues in dispute.

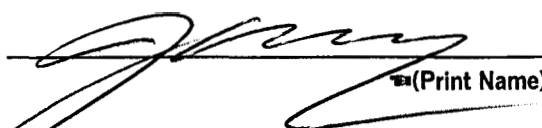
All time limits with respect to grievance and arbitration set out in the Agreement will be suspended pending completion of this meeting process for a period not to exceed thirty (30) days.

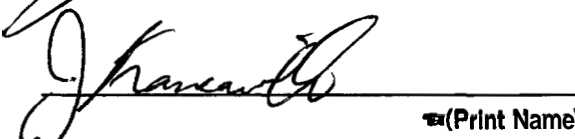
The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.


Signed at *Toronto*, Ontario this *20th* day of *DECEMBER*, 2001

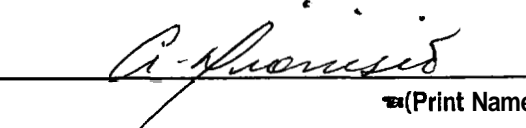
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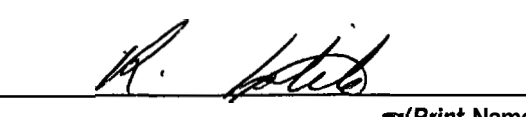
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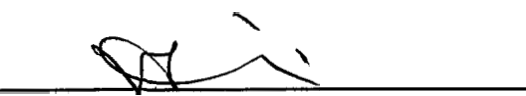
  
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SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 6

Concrete Restoration


In the event that the Union can demonstrate it has a double majority (contractors and employees) within the parking garage concrete restoration industry, then the Employer agrees to discuss the inclusion of a sub-contracting clause.

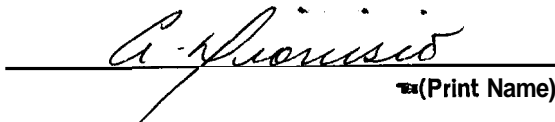
The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed at *TORONTO*, Ontario this *20th* day of *DECEMBER*, 2001


FOR THE ASSOCIATION

FOR THE UNION


  
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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING NO. 7**


Representatives of the Union and the Association shall meet once every three (3) months to discuss issues of common interest including industry promotion, labour supply and training.

The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

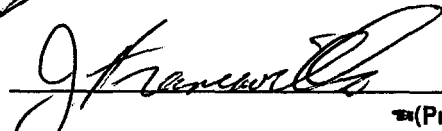
Signed at *Toronto*, Ontario this *20th* day of *December*, 2001

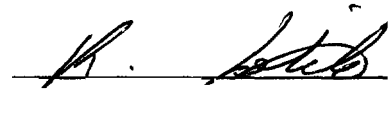
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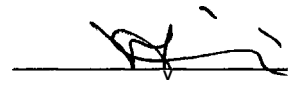
  
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SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 8

Settlement of Procedures under the Ontario **Labour Relations Act**

The above-noted parties agree that by meeting and bargaining, pursuant to the duty imposed upon them by the Ontario **Labour Relations Act** (the "**Act**"), and in engaging in the processes with respect to such bargaining set out in the **Act**, they have participated in a proceeding under the **Act** which has now been settled. The settlement of this proceeding has resulted in a collective agreement, but has further resulted in this letter which the parties agree and acknowledge constitutes the settlement of a proceeding under the **Act** which is independent of the said collective agreement.


Pursuant to this settlement of the proceeding the parties agree as follows:

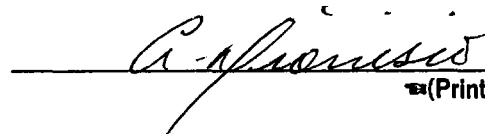
- (C) Any employer performing work under this Collective Agreement is a construction employer as defined under the terms and provisions of the **Act**;

Signed at *TORONTO*, Ontario this *20TH* day of *DECEMBER*, 2001

FOR THE ASSOCIATION


FOR THE UNION

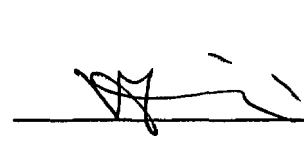
  
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**SCHEDULE "B"****LETTER OF UNDERSTANDING NO. 9****Labour Supply for Unionized Builders**

**WHEREAS** the Union and the Association are parties to a Collective Agreement covering particular construction work; and

**WHEREAS** the Union has entered into Collective Agreements with various builders which contain subcontracting protection with respect to some or all of the work which is set out in the Collective Agreement between the Union and the Association; and

**WHEREAS** both the Union and the Association recognize the value of the above noted subcontracting protection to their relationship and to their industry and further recognize, that in view of the above noted subcontracting protection, there is a need to ensure that unionized builders have access to skilled Union members at all times;

**NOW THEREFORE** the Parties agree as follows:

- (a) Where members of the Union are performing work for an employer who is bound to this Collective Agreement on a job site or project of a builder which is not in contractual relations with the Union then, the Union is at any time entitled to provide written notice to the employer that any and all of the Union members are required to work on a job site or project of a unionized builder;
- (b) Upon the receipt of such notice the employer must grant a temporary leave of absence to any such employees who the Union has requested report to work for an employer working on a job site or project of a builder who is in contractual relations with the Union;
- (c) When the employees in question are no longer required to work on such job sites, they will return to their employment with their former employer and will be assigned to any work within their classification on any project under this Collective Agreement including any work which is being performed by an employee who, subsequent to the temporary leave, was hired by the

employer to perform any work within the said classification on any project covered by this Agreement or which is being performed by an employee who was transferred or otherwise assigned to perform any work which the employee was performing on the project at which he was engaged at the time of his temporary leave;

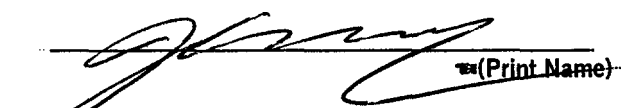
(d) Without in any way limiting or altering the rights of the Union or the obligations of the Employer in the paragraphs set out above, it is agreed that, prior to the Union taking any of the steps set out in this letter, the Union will meet with all Parties affected by any specific situation, including the builder(s), the sub-trade contractor(s), and the Association(s) in an effort to deal with labour supply problems in a manner which does not require the Union to exercise its rights under this letter. In determining whether or not labour supply issues can be adequately addressed without the Union exercising its rights contained within this letter, the Union may take into account all factors which it considers relevant:


(e) The Parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and is enforceable as such.


Signed at *TORONTO*, Ontario this *20TH* day of *DECEMBER*, 2001

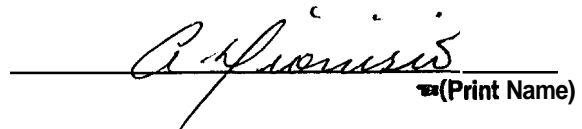
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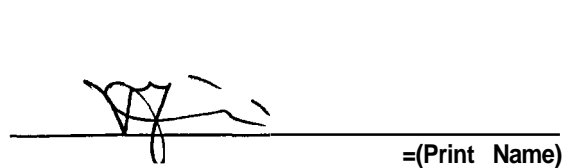
  
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**SCHEDULE "B"****LETTER OF UNDERSTANDING NO. 10****Establishment of New Schedules**

**WHEREAS** the Association and the Union have entered into a new Collective Agreement;  
and

**WHEREAS** in this Collective Agreement, the Association and the Union have agreed to expand the geographic scope to include Board Areas 9, 10, 11, 12, 18, 29, and 30 in addition to OLRB No. 8 and Simcoe County; and

**WHEREAS** the Association and the Union have agreed that the new schedules which will deal with these new Board Areas, other than OLRB No. 8 and Simcoe County, shall only cover the Employer's direct employees and will not include any subcontracting restrictions other than the subcontracting of work normally performed by the Employer's direct employees and except as otherwise agreed by the parties;

**NOW THEREFORE** the Union and the Association agree as follows:

- (a) Within three (3) months of the date of signing of the Collective Agreement duly authorized representatives of the Union and the Association will meet and will negotiate separate schedules for all geographic areas set out in the Collective Agreement, other than OLRB Area No. 8 and Simcoe County. For OLRB Area No. 8 and Simcoe County all terms and conditions set out in the Collective Agreement will apply;
- (b) The schedules which are ultimately agreed upon will cover particular geographic areas and such geographic areas are not required to mirror the geographic areas which have been established by the Ontario Labour Relations Board;
- (c) The Parties agree that until such time as they have been able to conclude schedules for any particular geographic area(s), the terms and conditions of this Collective Agreement will not apply to such geographic area(s), other


than as they otherwise apply pursuant to "in and out" language protecting the terms and conditions of members of the Union who regularly work in OLRB Area No. 8 and/or Simcoe County but are working in other geographic area(s);


- (d) The Parties agree that this Letter forms part of the Collective Agreement binding upon them and is enforceable as such.

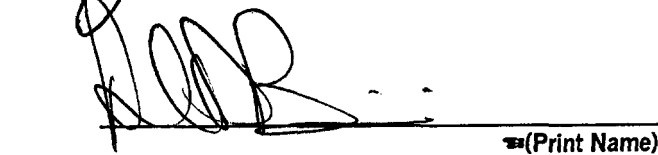
Signed at *TORONTO*, Ontario this *25TH* day of *DECEMBER*, 2001


FOR THE ASSOCIATION


FOR THE UNION

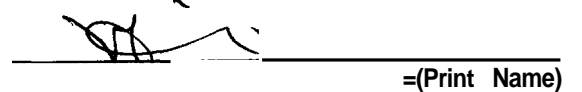
  
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**SCHEDULE "B"**

**LETTER OF UNDERSTANDING NO. 11**

**Repetitive Violations of the Collective Agreement**

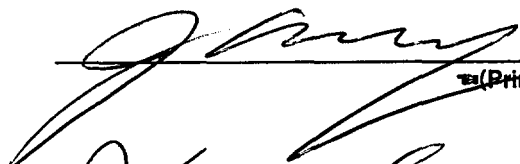
The Parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to the payment of wages, the remittances required by the Collective Agreement to be paid to the Union and/or others and/or the contracting and sub-contracting restrictions, the Union may request a complete financial audit of the Employer's books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. Such reimbursement is to be considered general damages owing to the Union and accordingly such amounts may be withdrawn from any bond or Letter of Credit which the Employer is or has been required to provide in accordance with the terms of the Collective Agreement.

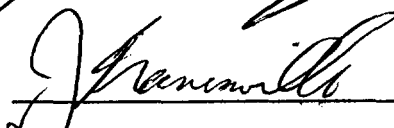
The Parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.


Signed at TORONTO, Ontario this 20TH day of DECEMBER, 2001

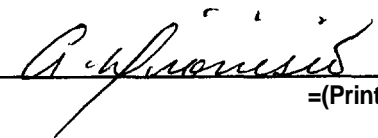
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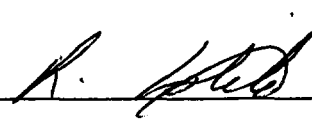
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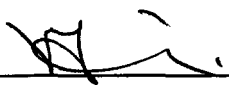
  
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**SCHEDULE "B"****LETTER OF UNDERSTANDING NO. 12****No Strike - No Lockout Agreement**

**WHEREAS** the Union and the Association have entered into a Collective Agreement which is effective on its face from May 1, 2001 to April 30, 2004; and

**WHEREAS** the Union and the Association contemplate entering into successor collective agreements which will be effective on their face from May 1, 2004 to April 30, 2007 and thereafter from May 1, 2007 to April 30, 2010 (the "successor collective agreements"); and

**WHEREAS** the Union and the Association are desirous of ensuring that the high rise sector of the residential construction industry in the geographic area covered by the Collective Agreement will not be subject to strikes and lockouts in future years;

**NOW THEREFORE** the Union and the Association agree as follows with respect to the renewal of the two above-noted successor collective agreements:

- (a) If the Union and the Association are unable to agree upon the terms and conditions of both or either of the above-noted successor collective agreements, then on or about the thirtieth (30<sup>th</sup>) day of April in both or either 2004 and 2007, either party may refer the settlement of the new collective agreement to final and binding arbitration;
- (b) The Union and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreements in either 2004 and 2007;

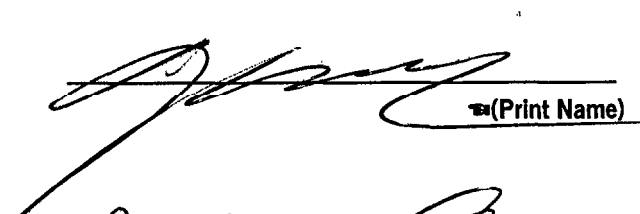
- (c) The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30<sup>th</sup>, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by arbitration;
- (d) Upon the issuing of a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within 14 calendar days of the date of notice or thereafter if mutually agreed to by the Parties;
- (e) It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposal and positions which are put before him by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final selection;
- (f) With respect to the agreement set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration procedures in either or both of the bargaining years;
- (g) It is agreed that arbitrator will issue his decision within seven (7) calendar days of the date of the hearing and that any aspects of the decision may be retroactive to May 1<sup>st</sup> of the appropriate year if the arbitrator so determines;
- (h) It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Association's accreditation and the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes;

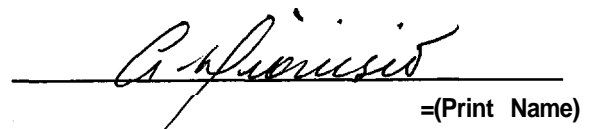
- (i) The Parties agree the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of the proceeding under the Act which is enforceable under Section 96 (7) of the Act and accordingly are enforceable both as a term and provision of this Collective Agreement and under the provisions of the Act with respect to the settlement of proceedings.

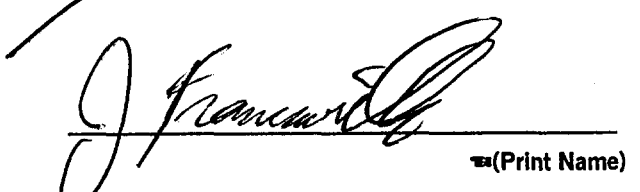
Signed at *TORONTO*, Ontario this *20TH* day of *DECEMBER*, 2001


FOR THE ASSOCIATION

FOR THE UNION

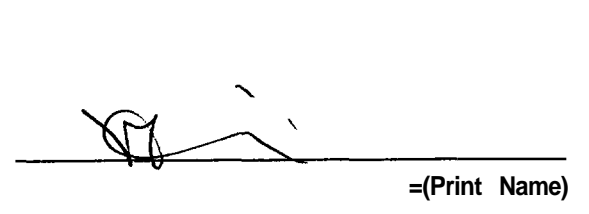
  
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**SCHEDULE "B"****LETTER OF UNDERSTANDING NO. 13****Sub-Contracting and Cross-Over Provisions**

The Parties agree as follows with respect to adding new particular parts of the high-rise residential sector of the construction industry to the sub-contracting provisions set out in Article 1.04 of the Collective Agreement. The provisions set out in this Letter of Understanding do not, in any way, apply to those particular parts of the high rise residential sector of the construction industry which are already covered by and set out in the Collective Agreement or those collective agreements which are already set out in the cross-over clause of the Collective Agreement;


- (A) If, at any time during the term of this Collective Agreement, the Union is successful in entering into contractual relations with seventy-five percent (75%) of the contractors or sub-contractors, employing seventy-five percent (75%) of the employees, in any particular part of the high-rise residential construction sector of the construction industry, then, on the last day of the Collective Agreement, the work involved in that particular part of the high-rise residential sector shall automatically be included within the provisions of Article 1.04 such that the Employer will only contract or sub-contract such work to companies who are in contractual relations with the Union;
- (B) The automatic inclusion set out in paragraph 1 above will not occur if, on the 90<sup>th</sup> day prior to the expiry of the Collective Agreement the Union no longer has contractual relations with seventy-five per cent (75%) of the relevant companies who employ seventy-five percent (75%) of the employees in that particular part of the high-rise residential sector of the construction industry;
- (C) Further, the Parties agree, that with respect to any particular part of the high rise residential sector of the construction industry which are added to Article 1.04 of the Collective Agreement by virtue of the provisions of paragraph 1 above, should, on the ninetieth (90<sup>th</sup>) day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-five percent (55%) of the relevant companies employing fifty-five percent (55%) of the employees in that particular part of the high rise residential sector of the construction industry, then the relevant sub-contracting provisions will be removed;
- (D) The Parties agree that the above-noted tests will also apply to the inclusion and deletion of any new collective agreements to the cross-over provisions contained within Article 1.06 of the Collective Agreement;

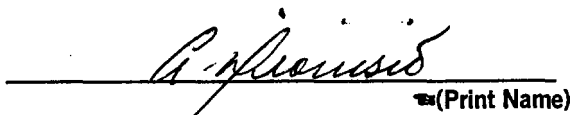
(E) The Parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and can be enforced as such, including, but not necessarily limited to, referring to arbitration any questions which may arise as to whether or not the Union is actually in contractual relations with the requisite number of employers employing the requisite number of employees in any particular part of the high-rise residential sector of the construction industry as of the relevant dates set out herein.

Signed and dated at TORONTO, this 20TH day of DECEMBER, 2001.

FOR THE ASSOCIATION

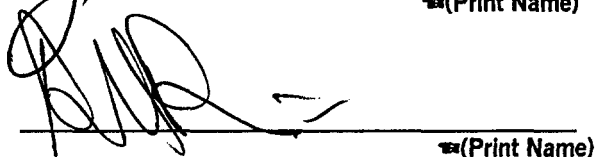
FOR THE UNION

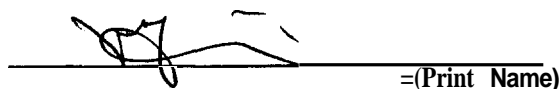
  
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SCHEDULE "C"

LETTER OF AGREEMENT

Between:

Metropolitan Toronto Apartment Builders Association

and

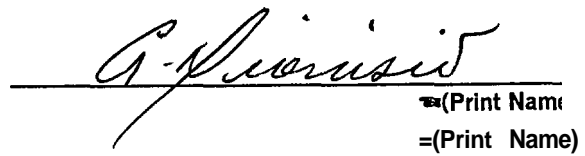
Universal Workers Union,  
Labourers' International Union of North America Local 183

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 relations with the Union.

Signed on behalf of the Association

Signed on behalf of the Union

  
\_\_\_\_\_  
=(Print Name)

  
\_\_\_\_\_  
=(Print Name)  
=(Print Name)

=(Print Name)

  
\_\_\_\_\_  
=(Print Name)

  
\_\_\_\_\_  
=(Print Name)

  
\_\_\_\_\_  
=(Print Name)

**METROPOLITAN TORONTO APARTMENT BUILDERS ASSOCIATION  
WAGE AND BENEFIT SCHEDULE SUMMARY  
May 1, 2001 to April 30, 2004**

CLASSIFICATION	Wages	Vac. & Stat. Hol. Pay (10%Gross)	Welfare Fund	Pension Fund	Prepaid Legal	Training Fund	Long Term Care Benefits	Camping Ground	PACKAGE	Industry Fund	COST TO EMPLOYER
<b><u>GROUP1 - LABOURER</u></b>											
May 1, 2001	\$22.12	\$2.21	\$1.45	\$3.06	.10¢	.20	--	--	\$29.14	.25¢	<b>\$29.39</b>
Nov. 1, 2001	\$22.12	\$2.21	<b>\$1.55</b>	\$3.06	.10¢	.20¢	.10¢	--	\$ 29.34	.25¢	<b>\$29.59</b>
May 1, 2002	\$22.80	\$2.28	\$1.65	\$3.36	.10¢	.20¢	.20¢	--	\$30.59	.25¢	<b>\$30.84</b>
May 1, 2003	\$23.44	\$2.34	\$1.65	\$3.66	.10¢	.20¢	.20¢	--	\$31.59	.25¢	<b>\$31.84</b>
Jan.1, 2004	\$23.44	\$2.34	\$1.75	\$3.66	.10¢	.20¢	.30¢	.05¢	\$31.84	.25¢	<b>\$32.09</b>
<b><u>GROUP2 - HANDYMAN</u></b>											
May 1, 2001	\$22.72	\$2.27	\$1.45	\$3.06	.10¢	.20¢	--	--	\$29.80	.25¢	<b>\$30.05</b>
Nov. 1, 2001	\$22.72	\$2.27	\$1.55	\$3.06	.10¢	.20¢	.10¢	--	\$30.00	.25¢	<b>\$30.25</b>
May 1, 2002	\$23.40	\$2.34	\$1.65	\$3.36	.10¢	.20¢	.20¢	--	\$31.25	.25¢	<b>\$31.50</b>
May 1, 2003	\$24.04	\$2.40	\$1.65	\$3.66	.10¢	.20¢	.20¢	--	\$32.25	.25¢	<b>\$32.50</b>
Jan.1, 2004	\$24.04	\$2.40	\$1.75	\$3.66	.10¢	.20¢	.30¢	.05¢	\$32.50	.25¢	<b>\$32.75</b>
<b><u>GROUP3 - CARPENTER</u></b>											
May 1, 2001	\$27.82	\$2.78	\$1.45	\$3.06	.10¢	.20¢	--	--	\$35.41	.25¢	<b>\$35.66</b>
Nov. 1, 2001	\$27.82	\$2.78	\$1.55	\$3.06	.10¢	.20¢	.10¢	--	\$35.61	.25¢	<b>\$35.86</b>
May 1, 2002	\$28.50	\$2.85	\$1.65	\$3.36	.10¢	.20¢	.20¢	--	\$36.86	.25¢	<b>\$37.11</b>
May 1, 2003	\$29.14	\$2.91	\$1.65	\$3.66	.10¢	.20¢	.20¢	--	\$37.86	.25¢	<b>\$38.11</b>
Jan.1, 2004	\$29.14	\$2.91	\$1.75	\$3.66	.10¢	.20¢	.30¢	.05¢	\$38.11	.25¢	<b>\$38.86</b>
<b><u>GROUP4 - FOREMAN</u></b>											
***											
May 1, 2001	---	---	\$1.45	\$3.06	.10¢	.20¢	--	--	---	.25¢	---
Nov. 1, 2001	---	---	\$1.55	\$3.06	.10¢	.20¢	.10¢	--	---	.25¢	---
May 1, 2002	---	---	\$1.65	\$3.36	.10¢	.20¢	.20¢	--	---	.25¢	---
May 1, 2003	---	---	\$1.65	\$3.66	.10¢	.20¢	.20¢	--	---	.25¢	---
Jan.1, 2004	---	---	\$1.75	\$3.66	.10¢	.20¢	.30¢	.05¢	---	.25¢	---
***\$1.25 per hour in excess of average hourly rate of members in Group											

WORKING DUES: Two and one-half percent (2.5%) effective May 1, 2001  
Three percent (3%) effective July 1, 2001

MEMBER DUES: Twenty Dollars (\$20.00) effective May 1, 2001

**APPENDIX "A"**

**ENFORCEMENT SYSTEM**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**

**("TRCLB")**

**-and-**

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

**183**

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

**MASONRY COUNCIL OF UNIONS, TORONTO AND VICINITY**

**("UNION")**

**-and-**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO INC.**

**("MCAT")**

**-and-**

**RESIDENTIAL FRAMING CONTRACTOR'S ASSOCIATION**

**OF METROPOLITAN TORONTO AND VICINITY**

**(the "R.F.C.A.M.T.V.")**

**WHEREAS the parties have agreed that they will continue with expedited methods of arbitration.**

**NOW THEREFORE the parties agree to the following Enforcement Mechanism for incorporation into all Collective Agreements or in the Collective Agreements binding between the parties.**



**I. NOTICES OF PROJECTS****1.(a) Builder's Notice of Projects**

Each member of the "TRCLB" and or any Builder bound by a Collective Agreement that adopts the provisions of this enforcement system (hereinafter referred to as the "Builders"), will notify the **Union**, in writing, of each project in the residential sector a minimum of seven days prior to the commencement of **work** on a project and/or on the release of residential units for on the prescribed form attached hereto as Appendix "A", providing the following information;

Name of Builder

Address of Builder'

Telephone Number

Facsimile Number

Project Name

Project Location

Expected **Start** Date

Expected Completion Date

**Masonry** Contractor Awarded Contract

Framing Contractor Awarded Contract

Registered Plan or **Daft** Plan of Subdivision

Number of Lots and description of structures

**1.(b) Contractor Notice of Project Starts**

Each contractor member of their respective Association and/or each Contractor bound by a similar Collective Agreement that adopts the provisions of this enforcement system (hereinafter collectively referred to as the “Enforcement System”) shall notify the Union, in writing, on the first day of each month, on the prescribed form attached hereto as Appendices “B” or “C”, of each project in all sectors of the construction industry providing the following information concerning work with respect to all work inventory awarded but not yet **commenced**, in progress or completed:

Name of Contractor

Address of Contractor

Telephone Number

Facsimile Number

Name of Builder

Project Name

Project Location

Expected Start

Expected Completion Date

Number of Lots and Description of Housing Structures

and any other information required in the above noted Appendices “B & C”

**(c) Failure to Provide Notices of Project Starts**

A Builder’s and/or Contractor’s failure to provide notices of Project Start as referred to in 1(a) and 1(b) under this Enforcement System, **will** constitute a violation of this Agreement, and shall require payment of \$500.00 for each notice of Project Start not submitted by the defaulting party to the Union in addition to any payment required under the appropriate articles of the Collective Agreement between the Associations, Independent Contractors and the Union or in any other articles of this Enforcement System.

## II. EXPEDITED ARBITRATION

### II. (a) Arbitrator

### II. (b) Expedited Procedure

1. The term "Grievance", wherever used in this Enforcement System, shall **mean** a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreements, including but not limited to; payment for hours of work; rates of pay; overtime premiums; traveling expenses; **room** and board allowances; reporting **allowances**; pension, welfare, industry fund and any other finds, dues or other form of compensation to or on behalf of an employee and or Union referred to in the respective Collective Agreements.
2. Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail or courier (including Canada Post Courier) on the affected Builder or Contractor. Service shall be deemed to be achieved if the grievance is received at the last known address of the Builder or Contractor; whether listed in the original Collective Agreement or at an alternate address for which written notification has been forwarded to the Union.
3. The Union **may** refer any grievance concerning a violation of the Collective Agreement to Expedited Arbitration. **Notice** of such referral **to** Expedited Arbitration shall **be** served **by** facsimile transmission, registered **mail**, regular

mail or courier (including Canada Post Courier) upon the Contractor, Association, the Builder and Arbitrator.

4. Service shall be effective on receipt, if facsimile transmission, courier, registered mail or regular mail is used and all parties, shall be deemed to have been properly notified.
5. The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.
6. Subject to the discretion of the Arbitrator the Expedited Arbitration Hearings shall be held at **the** Union **offices**, and may be scheduled by the Arbitrator to commence after normal business hours including Saturdays and Sundays.
7. Where the Arbitrator finds the Builder or Contractor in breach of the Collective Agreement, the Arbitrator shall order the Builder or Contractor to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations the following terms will apply:
  - (a) for payment of hours of work, rates of pay, overtime premiums, travel expenses, room and board allowances and reporting allowance in accordance with the following:
    - (i) where the Grievance is commenced within 21 days after the circumstances giving rise to the grievance became known or ought reasonably to have become **known** to the affected employee(s), the Arbitrator shall award the affected employee(s)

recovery of 100% of all unpaid amounts plus an additional 50% of all unpaid amounts; or

- (ii) where the grievance is commenced between 22-60 days after the circumstances giving rise to the Grievance became known or ought to have reasonably become **know** to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of 100% of the unpaid amounts; or
  - (iii) where the Grievance is initiated at any time beyond 61 days after the circumstances giving rise to the grievance became known or ought reasonably to have become **known**, to the affected employee(s), the Arbitrator shall **award** recovery of 75% of unpaid amounts to be paid to the affected employee(s) and 25% of the unpaid amount to be paid to the Union in the form of damages.
- (b) **For** payments in respect of Welfare, Pension, Prepaid Legal, Health and Safety, Training, **Union** dues, **working** dues and Industry Fund or **any** other fund referred to in the Collective Agreement and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall award recovery of 100% of the unpaid amounts.
- (c) For all other matters.

8. The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Contractor referred to in the applicable Collective Agreements in respect to violations.

9. **In** addition to all amounts established above, where the Arbitrator finds the Builder or Contractor in breach of the Agreement, the Builder or Contractor must pay **an** amount equivalent to ten percent **(10%)** of the amount **of** the award **as** damages payable to the Union.

10. In addition to all other amounts referred to in this Enforcement System and/or the respective Collective Agreement. The Arbitrator shall order the Builder or Contractor found in breach of this Enforcement System or this applicable Collective Agreement:
- (a) to pay the entirety of the Arbitrator's costs in accordance with the fee schedule;
  - (b) to compensate the **Union**, in full, for all costs associated with the collection of such unpaid amounts, including **all** fees incurred for preparation time, legal, accountants, audits and/or the cost of any arbitration **hearings**.
11. If a Builder or Contractor is found by an Arbitrator under this Enforcement System, or through any other arbitration, **award or minutes of settlement**, to have breached the Collective Agreement for a second time, the Builder or Contractor shall be required, at the request of the Union, to file with the Union an irrevocable Letter of Credit, **to** expire **36 months** after the date that it **was** invoked, in an amount equal to \$5,000.00 per employee, based on the highest number of employees reported on its' payroll in the preceding **six** month period, or \$100,000.00, which ever is greater. Where any payments ordered against the Builder or Contractor are drawn on the Letter of Credit, the Builder or Contractor shall replenish the Letter of Credit, based on the highest number of employees reported on its' payroll in the six months preceding the depletion of the Letter of Credit, or to \$100,000.00, which ever is greater. The bond referred to herein is in addition to any other bond referred to in the respective Collective Agreements,
12. The Arbitrator shall have the power to make the Arbitrator's costs (fees and **expenses**) an Award or part of an Award, to be payable to the **Union**, in trust for the Arbitrator.

13. (a) **This** arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the Ontario Labour Relations Board pursuant to section 96 of the Labour Relations Act, 1995, **as** amended; or the Construction Lien Act; or any other operative legislation; or provided under any Collective Agreement.
- (b) **Any** grievance concerning the interpretation, application, administration **or** alleged violation **of** the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Expedited System **or** referred to arbitration pursuant to section 133, or **any** other applicable section, **of** the Labour Relations Act, 1995 provided however that **any** grievance may not be processed under more **than** one **of** these arbitration mechanisms.
- (c) Where a grievance **has** been properly referred under the procedure provided **for** in this Enforcement System, it **is** understood and agreed that **al** of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the Labour Relations Act, 1995 **or** pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.
- (d) In the alternative, should a grievance which has been or could have been, referred to arbitration under this system be referred to arbitration under section 133 of the Labour Relations Act, 1995, **or** under the appropriate articles of the Collective Agreement, and should the Ontario Labour Relations Board, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of **this** Enforcement System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.

- (e) It is understood and agreed that the Arbitrator's decision is final and binding with respect to those matters remitted to the Arbitrator. The Arbitrator shall have all the powers of an Arbitrator under the Labour Relations Act, 1995, as amended, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing and the power to issue summons to witness and thereby compel attendance. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, costs, Arbitrator's ~~fees~~ and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the Labour Relations Act, 1995, as amended, and enforceable ~~as~~ such.

14. At Expedited Arbitration the Arbitrator shall not have any power to alter or change **any of** the provisions of this Enforcement System or substitute any new **provisions for any** existing provisions **nor** give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreements.

### III. BUILDER'S HOLDBACK-CONTRACTOR'S HOLDBACK

1. The Union may, at any time, at its' option, activate the holdback mechanism described herein. The holdback mechanism is in addition **to**, and separate **from**, the Expedited Arbitration process. The Holdback Mechanism is as follows:
- (i) the Union must give at least two (2) working days notice by Priority Post Courier or alternate form of service including facsimile transmission, registered mail, regular mail or hand delivery to the Contractor of its' intention to activate the Builder's Holdback and/or Contractor's Holdback Mechanism. During this two-day period the Union and the Contractor may attempt to resolve the dispute before activating the Holdback Mechanism.
  - (ii) If the matter remains unresolved, the Union may give a Holdback Notice to any Builder and/or Contractor dealing with the affected



Contractor and require each Builder and/or Contractor to freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits, or any other matter covered by this Enforcement System and/or the applicable Collective Agreement, on any project where the Contractor has performed, is performing or will perform **work** for the Builder or Contractor. At the time of receipt of this Notice, the Builder and/or Contractor must respond in writing within 2 days, acknowledging the Holdback Notice and state the amounts that are owed and or payable to the Contractor. The Holdback Notice **can** cover **an** amount that the Union reasonably estimates is the total amount **owed** or owing to it, the Trust Funds, and/or affected members by the Contractor. Failure on the behalf of the Builder and/or Contractor to adhere to the provisions of this Holdback Process shall result in the Builder and/or Contractor being jointly and severally liable for the **full** amount outlined in the Holdback Notice.

- (iii) Upon such notice, all money payable **or** becoming payable thereafter to the Contractor by the Builder and/or Contractor will remain frozen and will be held back and retained by the Builder and/or Contractor until the Union agrees to its' release, **or** until the Arbitrator issues his or her decision which addresses the frozen funds; provided however, that the total amount frozen by all Builders and Contractors shall be no greater than the total amount claimed by the Union to be owed. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.
- (iv) A Contractor or Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union-in Trust until the Union and the Contractor agree to the distribution of such funds or any part thereof or until the Arbitrator issues **his** or her decision which addresses the **funds so** held. Where the payment that **is** the subject of a **Holdback** Notice **has** been **made by** the Builder **or** Contractor to the **Union in Trust** the Builders or Contractors who have received the

Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.

2. If the Union agrees to release the frozen funds held by the Builder and/or Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a Grievance over the same dispute.
3. A copy of the Holdback ~~Notice~~, sent by the Union to the Builder(s) and/or Contractor(s), will be supplied to the Arbitrator, hearing the matter and upon receiving such , the Arbitrator must address the issue of the frozen funds retained by the Builder(s), Contractor(s) and/or Union.
4. Any amounts subject to the Holdback shall first be applied to payment **for** the Arbitration, then to payment of any wages owing, and thereafter, to any other amounts **owing**, including benefits. The Holdback Mechanism **is** without prejudice to the provisions contained **in** the Collective Agreements, including **any** Lien or other statutory rights.
5. The Arbitrator, in the **course of his or** her decision, **shall** have the following powers relating to this Holdback Mechanism:
  - (i) to direct a Builder and/or Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its' Trust Funds and/or any employee(s), or the Arbitrator;
  - (ii) to direct that future amounts or part thereof payable by the Builder(s) and/or Contractor(s) to be re-directed to **the** Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
  - (iii) where **more** than-one Builder and/or Contractor **holds** funds which have **been frozen pursuant to these** holdback provisions, the Arbitrator shall **have authority to apportion the amount of frozen funds which any one**

Builder and/or Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Contractor(s) to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;

- (iv) where the Builder(s) and/or Contractor(s) have failed to comply with the provisions of the Holdback Notice outlined herein, the Arbitrator may direct payment of funds in the amounts listed in the Holdback Notice or in the amount that is deemed owing pursuant to the Arbitrator's decision.
- (v) to issue all orders and directions necessary to carry out the spirit and intent of these provisions;

#### **IV. UNION INVESTIGATION COMMITTEE**

1. The Union shall establish a Union Investigation Committee consisting of the following persons:
  - (a) the Business Manager or his designate; and
  - (b) the Sector Coordinators or their designates; and
  - (c) the Union Legal Coordinator.
2. The Union Investigation Committee shall meet, as necessary, to investigate any complaint that Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Enforcement System.

3. The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its' attention.
4. The Union Investigation Committee shall prepare a report of the results of any investigation of complaints including its' conclusions as to the validity of the complaints and any action taken to deal with the matter raised.
5. A copy of the report prepared by the Union Investigation Committee will be provided to the Labour-Management Joint Committee.
6. In the event that the Labour-Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour-Management Joint Committee may refer a complaint to the Arbitrator for a determination.
7. Any reports or investigations are to be strictly confidential and are to be used only in reference to this Article IV herein.

## **V. LABOUR-MANAGEMENT JOINT COMMITTEE**

1. The Labour-Management Joint Committee shall be established consisting of the following persons:
  - (a) Business Manager or his designate; and
  - (b) a Union Sector Coordinators or their designates; and
  - (c) a representative designated by the Toronto Residential Construction Labour Bureau; and

- (d) a representative designated by the applicable Contractor's Associations.
2. A quorum of the Labour-Management Joint Committee shall be the duly appointed members or their proxies.
  3. The Labour-Management Joint Committee will meet to discuss matters of joint interest including the interests of the industry, problem solving, monitoring and evaluating compliance with the Collective Agreements and this Enforcement System ~~as~~ of November 1, 1998 and/or within seven working days of notice in Writing of or request for a meeting by any Committee Member. The Union Business Manager shall schedule all such meetings after consultation with other Labour-Management Joint Committee Members.
  4. Decisions of the Labour-Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the committee.
  5. In the event the Labour-Management Joint Committee is unable to agree on a course of action to deal with the matter, the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter at mediation, the Arbitrator shall cast a deciding vote. Except ~~as~~ provided in ~~Part~~ VI, the Labour-Management Joint Committee shall not have any power to alter or change any of the provisions of this Enforcement System or the Collective Agreement or substitute any new provision for any existing provision thereof.
  6. Except as provided for in Part VI, the Labour-Management Joint Committee may augment and improve this Enforcement system only upon unanimous agreement of the Committee members. The casting vote of the Arbitrator shall not apply to any issues involving any such improvements to the Enforcement System. The Labour-Management Joint Committee shall not have the power to derogate in **any** material fashion ~~from~~ this Enforcement System..

7. The Labour-Management Joint Committee shall have no power to order the **Union**, its' Business Representatives and/or its' members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspension or expulsion. Such proceedings must occur under the **Union** Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.
  
8. The Labour-Management Joint Committee may initiate proceedings before the Ontario Labour Relations Board on behalf of the Union and T.R.C.L.B. and the Associations to compel compliance with the Collective Agreement and this Enforcement System, in circumstances where it is satisfied that there **is** a deliberate concerted ~~effort~~ to undermine, evade and/or avoid the provisions of the Collective Agreement and this Enforcement System.

## **VI. ARBITRATOR RETENTION OF JURISDICTION**

**In** furtherance of the jurisdiction of the Labour-Management Joint Committee to monitor and evaluate compliance with the Collective Agreement and this Enforcement System, the parties agree that as at November 1, 1998 the Labour-Management Joint Committee shall undertake and Investigation and evaluation of all **issues raised** relating to compliance with the Collective Agreement and relating to the elements of this Enforcement System. The Labour-Management Joint Committee may recommend amendments to the Enforcement System to the parties **as** part of **this** review. The parties agree to meet and discuss any such recommendations. Where the parties agree they may amend this Enforcement System. If issues remain unresolved, Arbitrator retains jurisdiction to mediate any such differences and failing resolution at mediation, arbitrate the issue(s) and determine the appropriateness of any amendment(s) to this Enforcement System.

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# LETTER OF UNDERSTANDING

Between:

Toronto Residential Construction Labour Bureau  
Labourers' International Union of North America, Local 183  
Bricklayers, Masons Independent Union of Canada, Local 1  
Masonry Council of Unions, Toronto and Vicinity

-and-

Masonry Contractor's Association of Toronto Inc.

-and-

Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity

## ***ADDITIONAL PARTIES TO THE ENFORCEMENT SYSTEM***

The parties agree that any Association, and Independent Contractors in that area of the construction industry represented by an Association, with whom any of the above noted Union parties has a Collective Agreement, may become parties to the Enforcement System. **All** terms of the Enforcement System **will** apply to any additional parties as if they were original signatories to the Enforcement System. The terms of the Enforcement System will be amended **as** required to reflect the additional parties. Specifically, without limiting the generality of the foregoing, should additional parties become part of the Enforcement System the *Builders' Notices of Project* reporting requirements will be amended to add reports concerning contractors in the additional areas of the construction industry which have become covered by the Enforcement System.

The parties agree that this Letter of Understanding forms part of the Collective Agreement and the Enforcement System and may be enforced **as** such.

Signed at Toronto this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Labourers' International Union  
of North America, Local 183

\_\_\_\_\_  
Toronto Residential Construction  
Labour Bureau

\_\_\_\_\_  
Bricklayers, Masons Independent  
Union of Canada, Local 1

\_\_\_\_\_  
Masonry Contractor's Association of  
Toronto Inc.

\_\_\_\_\_  
Masonry Council of Unions, Toronto  
and Vicinity

\_\_\_\_\_  
Residential Framing Contractor's  
Association of Metropolitan Toronto  
and Vicinity