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EFF.	92 05 01
TERM.	95 04 30
No. OF EMPLOYEES	1500
NOMERE	80
NO. EMPLOYEES	

## RESIDENTIAL HOUSING CARPENTRY/FRAMING AGREEMENT

**THIS AGREEMENT** made and entered into this 30th day of April, 1992.

**B E T W E E N :**

**THE RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION  
OF METROPOLITAN TORONTO AND VICINITY INC.**

(hereinafter called the "Employer")

**-and-**

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

(hereinafter called the "Union")

**WHEREAS** the Employer, and the Union, wish to make a collective agreement with respect to certain employees of the Employer engaged in work, more particularly described in Article 1 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the collective agreement.

**NOW THEREFORE** it is agreed as follows:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work for all employees who are subject to its provisions.

MAY 10 1992

## **ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, including carpenters and carpenters improvers, carpentry apprentices, helpers, labourers and pieceworkers as defined in Schedules "A" and "B", engaged in the construction of all phases of housing including the preparation of footings, the fabrication, renovation, alteration, erection and finishing thereof exterior trim and similar work, save and except those persons above the rank of foreman, office, clerical and engineering staff, while working in and out of the following Geographic Area:

The County of Simcoe, the Municipality of ~~Toronto~~  
the Regional Municipalities of ~~Peel~~ and ~~York~~, the  
Towns of ~~Oakville~~ and ~~Halton Hills~~ and that portion  
of the Town of ~~Milton~~ within the geographic Township  
of ~~Esquesing~~ and the Towns of ~~Ajax~~ and ~~Pickering~~ in  
the Regional Municipality of ~~Durham~~.

1.02 This Agreement shall apply to all residential housing construction employees set out in Article 1.01 of this Agreement, while working on and including single and semi-detached houses, row houses, maisonettes, townhouses and all non-elevated housing of not more than four (4) storeys in height (basement plus four '4' storeys).

1.03 Should the Employer perform any work falling within the scope of the collective agreements with or binding upon the Union as set out in Schedule "C" of this Agreement then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.

1.04 The Union further agrees that work other than residential housing carpentry which has regularly been performed by the Employers signatory to this or similar Agreements shall continue to be done under the provisions of this Agreement subject to Article 1.02 above.

1.05 When an employee hired within the Geographic Area outlined herein is required to work outside the area by the Employer, he will be paid according to the rates and conditions of this Agreement for all work which would otherwise be covered by this Agreement.

1.06 The Union agrees that the Employer may engage students during the school vacation period between May 1st and September 30th of each year at the ratio of one (1) student for every five (5) full-time employees, provided that regular hourly employees are not on layoff or working short time. The regular hourly rate for such students shall be no less than 50% of the Labourers' rate as outlined in this Agreement.

## **ARTICLE 2 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

2.01 All employees including dependent pieceworkers 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 of the Union and obtain a clearance slip from the Union as follows:

- (a) Where an employee is hired on Monday, Tuesday or Wednesday of any week, he shall apply for membership in the Union and obtain a clearance slip from the Union no later than the following Saturday;
- (b) Where an employee is hired on Thursday or Friday of any week, he shall apply for membership in the Union and obtain a clearance slip from the Union by no later than the second Saturday following;

and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.

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2.02      Union Dues and Working Dues

Each employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked-off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the same month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

2.04      All bargaining unit work normally performed by the Classifications of employees listed in the attached Schedules "A" and "B" shall be performed only by members of the bargaining unit except as may be specifically provided therein. 3/1

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01      The Union agrees that it is the exclusive function of the Employer to manage his enterprises and without limiting the generality of the foregoing:

- (a) to conduct and determine the nature of his business in all respects, 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 assign work, to determine the kinds and location of machinery, 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;
- (b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that has been disciplined or discharged without reasonable cause, shall be subject to the provisions of the grievance procedure;

- (c) to make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees,

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **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 An employee who has a grievance shall discuss the matter with his foreman and may be accompanied by his Steward or Union Representative.

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

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Employer in writing by the aggrieved employee, and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) days of this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article V below, at any time within ten (10) days thereafter, but not later.

4.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, travelling expenses, welfare, pension and dues, classification assignment or where the griever's inclusion in the bargaining unit is in dispute, may be brought forward within thirty (30) working days of such alleged violation. It is further understood that such grievance may be retroactive to the first day of the alleged violation.

## **ARTICLE 5 - ARBITRATION**

5.01 The parties to this Agreement agree that any grievance concerning the interpretation of alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties thereto.

5.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

5.03 Within five (5) working days of the request of either party for a Board, each party shall notify the other of the name of its appointee.

5.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree to a third member as Chairman within five (5) days of the notification mentioned in 5.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

5.05 The decisions of the Board of Arbitration or a majority of such Board, constituted in the above manner, or if there is no majority, the decision of the Chairman shall be binding upon the employees, the Union and the Employer.

5.06 The Board of Arbitration 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.

5.07 Each of the parties of this Agreement will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.

5.08 (a) 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 record of the grievance and may not be subject to change in later steps.

(b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall not be excluded, and any time limits may be extended by agreement in writing.

(c) If advantage of the provisions of Articles 4 and 5 is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

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

6.01 It is understood that the Employer may 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 any employee.

6.02 A Union grievance which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in accordance with Article 4 - Grievance Procedure, and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

6.03      Jurisdictional Disputes

It is understood and agreed that the Ontario Labour Relations Board shall have the exclusive jurisdiction to adjudicate jurisdictional disputes arising from the Employer's assignment of any work covered by this collective agreement notwithstanding any provision to the contrary which may now or in the future be contained in the **Ontario Labour Relations Act**.

**ARTICLE 7 - BUSINESS REPRESENTATIVE AND SHOP STEWARD**

7.01      The Business Representative of the Union shall have access to all working areas in which the Employer is working during working hours, but in no case shall his visits interfere with the progress of the work. While visiting a job, he will first advise the superintendent, foreman or other supervisory personnel of the Employer.

7.02      No discrimination shall be shown against any Union Steward for carrying on his duties, but in no case shall his duties interfere with the progress of the work. It is agreed that a Union Steward shall be one (1) of the last two (2) to be laid-off and such Steward may be an hourly-rated employee or a pieceworker and may be dispatched by the Union on the basis of one (1) Union Steward for up to fifteen (15) employees or major portion thereof, and or each project.

7.03      The Employer will recognize such Union Steward after the Union has advised the Employer orally and in writing of the name of the Steward.

Subject to the rights of Union or Shop Stewards in the case of lay offs as provided for in this collective agreement, a health and safety representative and/or a member of a joint health and safety committee shall be one of the last five (5) employees retained on any job provided that he is competent and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a safety representative on site.



**ARTICLE 8 - NO STRIKES - NO LOCKOUTS**

8.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and the Employer agrees that it will not cause a lockout.

**ARTICLE 9 - SAFETY - WORKING CONDITIONS**

9.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated to which the employees covered by this Agreement may eat their lunch.

9.02 In co-operation with the Employer's overall programme of Accident Control and Prevention, the Union Steward and/or the Health & Safety Representative will report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations he finds on the project.

9.03 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.

9.04 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties. This does not include raincoats, or other protective clothing where the employee is required to work under abnormal conditions or during inclement weather, or safety harness, safety belts, lines required for fall protection.

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

9.06 An employee who is injured in a compensable accident during working hours 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.

9.07 It is further agreed and understood that vehicles used for transportation of employees coming within the bargaining unit, will be covered in order to protect employees from the weather. All loose equipment shall be properly secured.

9.08 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of \$300.00 (three hundred dollars) for each employee for loss of tools related to his job and clothing due to fire in the area or areas commonly designated for storage of tools and clothing. In such cases the employee must provide a written affidavit of the amount of such **loss** and the circumstances of the loss.

9.09 The Employer shall be responsible for maintaining a safe and proper work site, and shall comply with the Occupational Health and Safety Act and its Regulations. The Employer will use its best efforts to ensure that backfill is completed before employees begin working. The Employer agrees it will not be a violation of this Agreement if employees covered by this Agreement refuse to work due to unsafe conditions.

9.10 It is the pieceworker's responsibility to work in compliance with the Occupational Health and Safety Act and Regulations for construction projects.

#### 9.11 **Ergonomics Training**

- (a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund within thirty (30) days of hire.

- (b) On site supervisory personnel of any Employer shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund by April 30, 1993.
- (c) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund by April 30, 1993.
- (d) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

#### **ARTICLE 10 - GOVERNMENT LEGISLATION**

**10.01** In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable federal and provincial law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

#### **10.02 No Strikes - No Lockouts**

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

**ARTICLE 11 - STATUTORY HOLIDAYS, VACATION ALLOWANCE,  
HOURS OF WORK, WAGES RATES, ETC.**

11.01 Attached hereto as Schedules "A" and "B" to this Agreement are schedules covering terms and conditions of employment for hourly employees and pieceworkers, which schedules are hereby made part of this Agreement.

**ARTICLE 12 - PRODUCTIVITY**

12.01 The Union and the Employer 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 provided that the cost of any such promotion to the Employer is covered by the Training Fund contribution contained in this Collective Agreement.

**ARTICLE 13 - COFFEE AND LUNCH BREAK**

13.01 An employee will be allowed to have coffee once during each half of his working shift.

13.02 Regular day shift employees shall be allowed one-half hour lunch break between 11:30 a.m. and 1:30 p.m. It is understood that no employee shall be required to work more than five consecutive hours without a lunch break.

**ARTICLE 14 - SUBCONTRACTING OF WORK**

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14.01 The Employer agrees not to contract or subcontract any **work** covered by this Collective Agreement or coming under the Union's jurisdiction to contractors other than those who are in contractual relations with the Union.

14.02 The Employer bound by the terms and conditions of this Agreement, shall be responsible for payment of all remittances to the Union and/or its Trust Funds **as** outlined in this Agreement, covering all hourly paid employees, its pieceworkers and their helpers, its contractors', subcontractors' and the subcontractors' employees, and any subcontractors' pieceworkers and their helpers.

Such deductions and remittances shall include regular monthly Union Dues and Working Dues **as** outlined by the Union, Health and Welfare Plan, Pension Plan, Training Plan and Industry Fund contributions. Such contributions, as outlined above, both flat hourly rate and percentages, shall be paid on a regular monthly basis by the fifteenth (15th) of the month following the month such remittances, deductions or contributions were due. The Remittance Report shall include the names and Social Insurance Numbers of **the** hourly employees, pieceworkers and their helpers, contractors and subcontractors and their hourly employees, subcontractors' pieceworkers and their helpers.

The Employer, contractor and subcontractors are jointly and severally liable for all remittances, deductions and contributions as outlined under this Agreement,

14.03 The Employer shall advise all subcontractors, in writing, confirming all remittances have been paid in accordance with the terms and conditions of the Collective Agreement with the Union on a monthly basis.

14.04 The Union agrees that the Employer may continue the practice in effect immediately prior to commencement of this Agreement of utilizing pieceworkers to perform bargaining unit work, so long as the person concerned agrees, in which event the Employer shall comply with all the terms and conditions of this Agreement, including Schedule "B", save and except where specifically excepted.

14.05 The Employer agrees to establish a policy of not permitting its employees, pieceworkers, contractors and subcontractors of working on Sundays, save and except in case of emergency. Said policy is effective thirty (30) working days from the signing of a new Collective Agreement.

**14.06 Breach of Collective Agreement by Employer**

(A) In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing shall not constitute an unlawful strike or unlawful picketing, as the case may be, 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.

(B) (i) Prior to undertaking to complete any work at any project where the performance of such work was commenced by another contractor, an Employer shall contact the Union to ascertain whether the previous contractor failed or refused to pay any outstanding wages or to make any outstanding employee benefit contributions on behalf of any of his employees. Upon being contacted for the aforementioned purpose by an Employer, the Union will advise the Employer, in writing, within forty-eight **(48)** hours, whether or not the previous contractor has failed to make the aforementioned payments. Should the Employer be advised in the manner prescribed that the previous contractor is delinquent, the Employer shall not undertake to complete the work in question.

(ii) It is understood and agreed that the amount of damages to be awarded against any employer for the breach of the foregoing provisions shall be the equivalent to the outstanding wages and employee benefit contributions which were not paid or made as the case may be by the delinquent contractor.

(iii) It is further understood and agreed that no Employer shall be liable for the aforesaid damages if the Union fails to advise it of the previous contractor's delinquency in the manner prescribed herein.

**ARTICLE 15 - RE-INSTatement OF EMPLOYEES UPON RETURN  
FROM INDUSTRIAL ACCIDENT**

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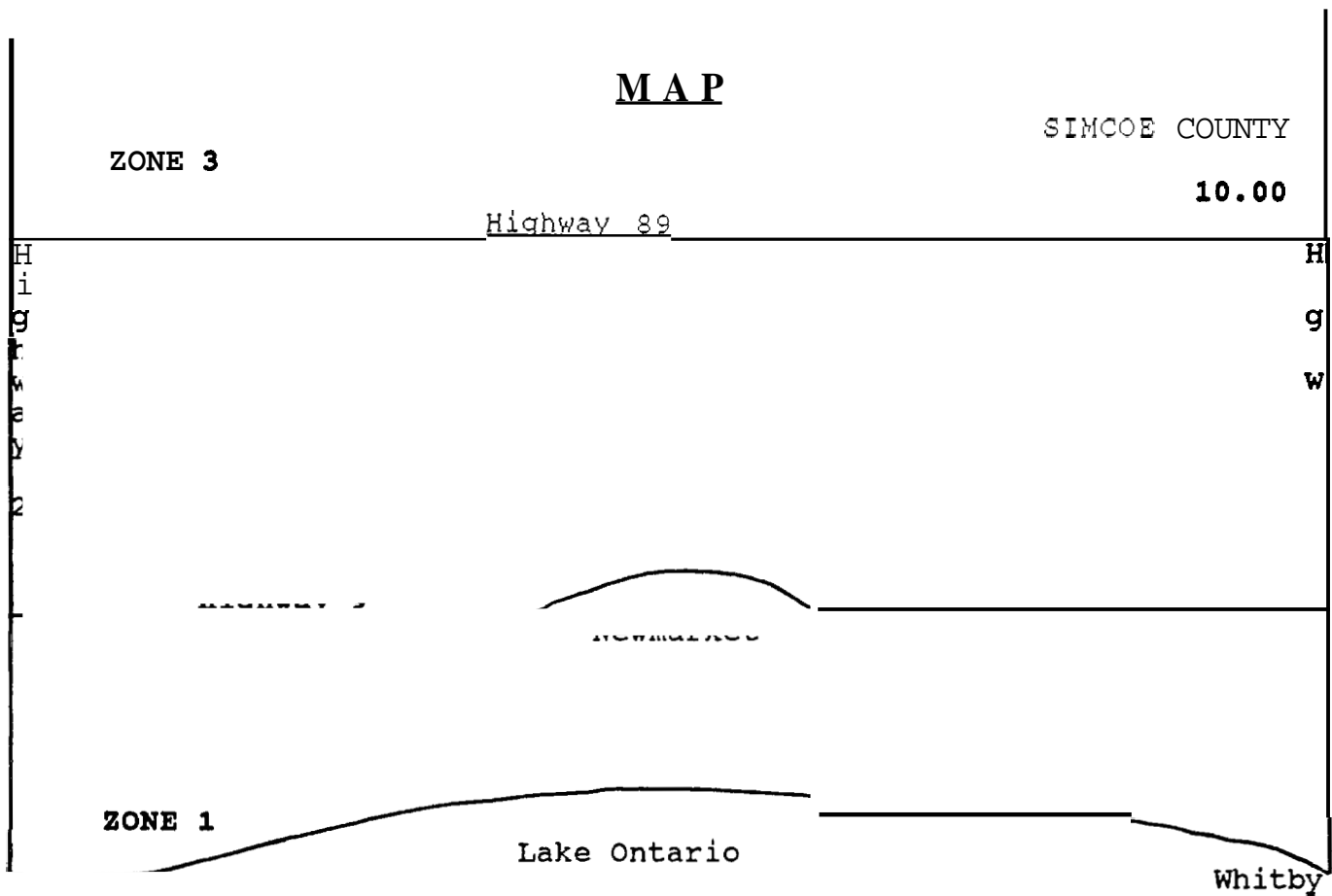
15.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so, if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return, any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of the injury, was hired by the Employer to perform any work within the said classification on any project covered by this Agreement. An employee who claims he has been denied employment contrary to this provision, may have recourse to the Grievance and Arbitration Procedures as set out in Article 4, 5 and 6 of this Agreement.

**ARTICLE 16 - MAINTENANCE OF EXISTING RATES**

16.01 It is agreed that no employee covered by this Collective Agreement shall receive a reduction in his hourly rate of wages or benefits through the introduction of this Collective Agreement.

ARTICLE 17 - TRAVELLING AND ROOM AND BOARD ALLOWANCES\

17.01 Travel Zones:



(iv) The Employer may provide transportation in lieu of travel allowance. The assembly point shall be within Metropolitan Toronto. Travel time is in addition to the normal working day.



17.02 Whenever employees covered by this Agreement are required to be away from their normal place of residence overnight, the Employer agrees to pay seventy dollars (\$70.00) per day, to a maximum of three hundred and fifty dollars (\$350.00) per week and four hundred dollars (\$400.00) for a six day week, to cover room and board, or alternatively, the Employer will provide, at his own expense, suitable room and board accommodations for the employees.

**ARTICLE 18 - WELFARE, PENSION, TRAINING, VACATION PAY,  
LEGAL AND OTHER REMITTANCES**

18.01 (A) The Employer agrees to pay the sum of eighty (80) cents per hour as of May 1, 1992, based on all hours earned, into Local 183 Members' Benefit Funds, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, of similar benefits for the employees covered by this Agreement as directed by the Benefit Plan Trustees represented by Local 183. Effective May 1st, 1993 the above eighty (80) cents shall be increased to ninety (90) cents per hour, and commencing May 1, 1994 the above shall be increased to one dollar (\$1.00) per hour.

(B) During the lifetime of this Agreement, the Union shall have the right at any time to require the Employer to change the amounts of the contributions to any employee benefit funds by transferring any portion of the contribution required to be made to any particular employee benefit fund to any other employee benefit fund provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

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- (C) In the event that the trustees of the pre-paid legal services fund determine that the contribution is insufficient to finance the pre-paid legal service benefits, then the parties agree to execute amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the pre-paid legal services fund. No such transfer of the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund.

**18.02 Prepaid Legal Plan**

- (a) Effective May 1, 1992 the Employer agrees to pay the sum of five (5) cents for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries. Effective May 1st, 1993 the said five (5) cents shall be increased to seven (7) cents per hour. 10/A
- (b) The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefit Fund monthly, together with a duly completed employer's report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

**18.03** (a) In the event that the payments referred to in Article 18.02 above, are received after the due date, the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent '24%' per annum, calculated monthly and not in advance) on the gross amount overdue.

(b) In the event that such payments are received more than thirty (30) days after the due date, the Employer shall pay further liquidated damages to the Union at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent '120%' per annum calculated monthly, not in advance) on the gross amount overdue computed from the 31st day following the due date.

(c) Notwithstanding anything herein contained, in the event that the Employer is late in making such payments on three (3) separate occasions, then it must pay liquidated damages to the Union on the third such occasion at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent '120%' per annum calculated monthly, not in advance) on the gross amount overdue from the first day that the payment is not received after the said due date.

(d) Such late payments received from the Employer will be applied first to arrears of contributions already owing.

(e) The delinquent Employer shall compensate the Union in full for all costs associated with the collection of such overdue payments, including any legal or accountant's fees incurred and the cost of any arbitration hearing.

18.04 (a) The Employer agrees to co-operate with the programs established by the Soft Tissue Rehabilitation Clinic and the Occupational Health Clinic, and, in particular, to require his employees to attend at the Occupational Health Clinic for the requisite testing at least once every three (3) years and further, to notify the Soft Tissue Clinic of any soft tissue injury sustained by any of his employees, including the address and telephone number of such employees, within three (3) days of the Employer being advised that said employees sought medical attention.

It will not be a violation of Article 18.04(a) if, notwithstanding the Employer's best efforts, an employee refuses to attend at the Occupational Health Clinic for testing at least once every three (3) years.

(b) The Union will use its best efforts to provide a copy of the trust agreement of the Labourers' Pension Fund of Central and Eastern Canada and further will urge the trustees of the said fund, to concede to the Employer's request in having a trustee on said fund from the Residential Framing Contractors' Association.

18.05 (a) Labour **Management** Job Promotion Organization

The Union and the Association agree to create and establish a jointly administered trust fund to be known **as** the "Labour Management Job Promotion Organization", the purpose of which shall be to actively promote employment in the construction industry in the Municipality of Metropolitan Toronto and surrounding areas by providing professional assistance to contractors, builders and developers in their relations with federal, provincial and municipal governments, and their agencies, in matters pertaining to legislative change and obtaining regulatory approval for building and construction. The parties agree to create and establish the said organization jointly with other Associations to be composed of one professional lobbyist appointed by the Union and one appointed by the Associations. It is agreed that the administrative expenses incurred by the Organization shall be equally shared by the parties.

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(b) It is understood and agreed that six percent (**6%**) of the ten percent (10%) of the gross wages is to be considered in lieu of Statutory Holiday Pay. It is further understood and agreed that Vacation Statutory Holiday Pay will be paid by the Employer to the employee quarterly, and shall be paid on March 1, June 1, September 1 and December 1 of each calendar year, except on termination of employment, when the provision for the payment of wages shall apply.

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

18.06 Effective May 1, 1992 the Employer shall pay to the Local 183 Members' Training Fund, fifteen (15) cents per hour for each hour worked by each employee covered by this Collective Agreement. Effective on May 1st, 1993 to be increased to twenty (20) cents per hour.

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18.07 Pension - commencing May 1, 1992, the Employer agrees to pay one dollar and thirty cents (\$1.30) per hour, for all hours worked, into the Labourers' Pension Fund of Central and Eastern Canada. Effective May 1st, 1993 pension contribution shall be increased to one dollar and forty-seven cents (\$1.47) per hour. Effective May 1st, 1994 a further increase of fifteen (15) cents to a total of one dollar and sixty-two cents (\$1.62) per hour pension contribution.

18.08 (a) It is agreed that a copy of all Employer Remittance Forms shall be sent to the Association, along with a copy of the regular monthly company status reports.

(b) **Local 183 Members' Benefit Fund**

The Labourers' Local 183 and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

18.08 (c) **Local 183 Members' Training Fund**

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

## **Section 8.01**

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

If the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have 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."

### **18.09      Deemed Assignment of Compensation under the the Employment Standards Amendment Act, 1991**

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

**ARTICLE 19 - INDUSTRY APPRENTICESHIP AND TRAINING COMMITTEE**

25/1

**19.01** The parties agree to establish a joint apprenticeship and training committee consisting of three (3) representatives of the Union and three (3) representatives of the Association. The committee shall promote the use of apprentices and their progress advanced by a proper operating apprenticeship program actively administered by the apprenticeship advisory committee.

A quorum for the meeting of the committee shall be three (3) members, provided that both parties are represented; it is also agreed that the two (2) parties shall have equal voting rights.

**19.02** The Union shall accept as members of the Union, apprentices that are indentured to an Employer or the local apprenticeship advisory committee.

The apprenticeship advisory committee shall have full control over the training, education and movement of all apprentices, improver, and trainees.

**19.03** All examinations of entry qualifications shall be at the sole discretion of the apprenticeship training committee.

**19.04** The number of apprentices shall be established by the trade schedule under the Apprenticeship and Tradesmen Qualification's Act **R.S.O. 1980 c.24 as amended.**

The Association and the Union agree to develop a modular training program with the assistance of the Labourers' Local 183 Members' Training and Rehabilitation Fund for appropriate certification of house framers' carpenters by The Ministry of Skills Development.

## **ARTICLE 20 - EMPLOYER INDUSTRY FUND**

20.01 Effective May 1, 1992, each Employer bound by this Agreement or a like Agreement, adopting in substance, but no necessarily in form, the terms and conditions as set out herein, shall contribute four **(4)** cents per hour, earned by each employee covered by this Agreement, and shall remit such contribution along with the Welfare and Training Fund remittances payable to the "Local 183 Carpentry Clearance Fund" on or before the fifteenth (15th) day of the month following the month for which the contributions were due. Such amounts, on receipt, together with the total number of hours paid by each Employer, shall be forwarded once per month to the Association by the administrators of the "**Local 183 Carpentry Clearance Fund**" as each Employer's contribution to the costs of negotiating and administering this Collective Agreement.

20.02 Effective May 1, 1992 each Employer bound by this Agreement or a like Agreement adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute four percent **(4%)** of the gross amount derived by the seven percent (7%) and/or eight percent **(8%)** payment referred to in Article 4 of Schedule "**B**" re "pieceworkers" and shall remit same to the "**Local 183 Carpentry Clearance Fund**" on or before the fifteenth (15th) day of the month following the month for which the contributions were due. Such amounts, on receipt, shall be forwarded once per month to the Association by the administrators of the "**Local 183 Carpentry Clearance Fund**" as each Employer's contribution to the costs of negotiating and administering this Collective Agreement. It is understood that the above percentage amounts (Industry Fund contribution) is in addition to the rates and other conditions as specified in Schedule "**B**" of this Agreement.

20.03 The Employer agrees to pay the Goods and Services Tax (G.S.T.) on the above amounts.





## **ARTICLE 21 - ACKNOWLEDGEMENT**

**21.01** The parties acknowledge that Residential Framing Contractors' Association of Metropolitan Toronto & Vicinity Inc. is merely an Association formed for bargaining purposes with the Union and to assist its' members for the administration of this Collective Agreement, and is not the actual Employer of the employees covered by this Agreement.

**21.02** The Union agrees that where a Prime Carpentry Contractor elects not to participate in the Residential Framing Contractors' Association Collective Agreement, said Company will be required to sign a Collective Agreement similar to their Residential Housing Carpentry Agreement.

## **ARTICLE 22 - DURATION OF AGREEMENT AND CONDITION OF AGREEMENT**

**22.01** This Agreement shall be effective on the 1st day of May 1992, and shall remain in effect until the 30th day of April, 1995.

Should the Union or the Employer desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the termination of this Agreement.

On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an Agreement. If no such notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

IN WITNESS WHEREOF the parties hereto have caused their duly  
authorized representatives to affix their signatures this                      day  
of                      , 1992.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

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**SCHEDULE "A"**

**HOURLY EMP**

34  
4400

**ARTICLE 1 - HOURS OF WORK AND OVERTIME**

1.01 (a) The standard hours of work for all employees shall be based on forty-four (44) hours per week exclusive of travelling time to and from the job.

(b) All overtime work performed in excess of nine (9) hours per day, Monday to Thursday and eight (8) hours on Friday, and all Saturday work, shall be paid at the rate of time and one-half (1 1/2) the regular rate. No work shall be assigned on Sunday, save and except in the case of emergencies, in which case the rate payable shall be double time. 37 1/2

1.02 In the event of inclement weather during the regular working week, the Employer may perform work on Saturday at the regular wage rate.

**ARTICLE 2 - PAYMENT OF WAGES**

2.01 Employees shall be paid weekly or bi-weekly by cheque or cash at the option of the Employer, no later than Thursday in any week, and the employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, unemployment insurance, Canada pension, etc., where applicable.

2.02 In the case of lay-off, all men shall receive two hours' notice or two hours' pay in lieu thereof, in advance of the lay-off.

**2.03** Whenever Unemployment Insurance Separation Certificates and pay cheques and vacation pay monies are not given to the employee at the time of termination, they shall be sent by the Employer to the employee by registered mail, to his last known address on file with the Employer, within seventy-two (72) hours of the time of termination.

**ARTICLE 3 - SECURITY FOR PAYMENT OF WAGES, ETC.**

**3.01** The Union may at any time require any Employer bound by this Agreement who has repeatedly violated the Collective Agreement to pay to the Union a sum of no less than Fifty Thousand Dollars (\$50,000.00) or other form of security acceptable to the Union, which sum or security is to be held by it on account of the failure of the Employer to pay to the Union or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, Union dues, travelling expenses, contributions to the Welfare Fund, Training Fund and Pension Fund, or any other payments or financial benefits payable to the Union or to or on behalf of the said employees in accordance with the terms and conditions of this Agreement.

A Committee will be set **up** to work out a policy on Security for Payment of Wages. This Committee will be comprised of two (2) persons from the Association and two (2) persons from the Union.

**3.02** Upon an Employer failing to make any of the payments referred to in Article 3.01 herein, the following procedure is to be followed:

- (a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four (24) hours after such agreement is reached;

- (b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of an agreement of the amount due, but the Employer fails to pay the said sum as aforesaid, then the Union shall be entitled to pay out of said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund, or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an award order, judgement, or decision entitling any of them to payment of any particular sums.
- (c) Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days of receipt of such written notification. If the Employer does not replenish the fund as aforesaid, then the provisions of Article 14.06 (A) in connection with the right to strike and picket shall be applicable, as well as Articles 4, 5 and 6 of this Collective Agreement.

- (d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of the financial benefits referred to in Article 18 herein, paid in advance for employees of the Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Employer for which the employees and/or the Union, as the case may be, have not been paid any of the said financial benefits and the shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer (including payment or any sums to any Welfare, Vacation Pay, Pension or any other employee benefit fund, such amounts as may be due to any of them.

3.03 The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest-bearing account with a chartered bank, trust company or credit union, and the interest thereon shall be added to and form part of the said fund, which is to be available to the Union, the said employees or any employee benefit fund as provided in this Agreement. It is also agreed that in replenishing the fund as provided herein, it shall only be necessary to repay the principal part of the fund.

#### ARTICLE 4 - WAGES AND CLASSIFICATION

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<u>Hourly Rates</u>	Effective		
	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
Job Foreman . . . . .	\$26.00	\$26.50	\$27.00
Carpentry Crew Leader . . . . .	24.00	24.50	25.00
Carpenter . . . . .	23.00	23.50	24.00
Pieceworker Helper . . . . .	23.00	23.50	24.00
Carpenter Improver . . . . .	21.25	21.75	22.25
3rd year Apprentice . . . . .	20.50	21.00	21.50
2nd year Apprentice . . . . .	18.00	18.50	19.00
1st year Apprentice . . . . .	13.00	13.50	14.00
General Labourer . . . . .	20.00	20.50	21.00
Fork Lift Driver . . . . .	21.00	21.75	22.50

SUMMARY - MAY 1, 1992

	<u>Wages</u>	<u>V.P.</u>	<u>H&amp;W</u>	<u>Pension</u>	<u>Legal</u>	<u>Train.</u>	<u>Ind.</u>	<u>TOTAL</u>
Job Foreman.....	\$26.00	2.60	.80	1.30	.05	.15	.04	30.94
Carp.Crew Leader..	24.00	2.40	.80	1.30	.05	.15	.04	28.74
Carpenter.....	23.00	2.30	.80	1.30	.05	.15	.04	27.64 <i>Baw e</i>
Pieceworker Helper	23.00	2.30	.80	1.30	.05	.15	.04	27.64
Carpenter Improver	21.25	2.13	.80	1.30	.05	.15	.04	25.72
3rd yr. Apprentice	20.50	2.05	.80	1.30	.05	.15	.04	24.89
2nd yr. Apprentice	18.00	1.80	.80	1.30	.05	.15	.04	22.14
1st yr. Apprentice	13.00	1.30	.80	1.30	.05	.15	.04	16.64
General Labourer..	20.00	2.00	.80	1.30	.05	.15	.04	24.34
Fork Lift Driver..	21.00	2.10	.80	1.30	.05	.15	.04	25.44

SUMMARY - MAY 1, 1993

	<u>Wages</u>	<u>V.P.</u>	<u>H&amp;W</u>	<u>Pension</u>	<u>Legal</u>	<u>Train.</u>	<u>Ind.</u>	<u>TOTAL</u>
Job Foreman.....	\$26.50	2.65	.90	1.47	.07	.20	.04	\$31.83
Carp.Crew Leader..	24.50	2.45	.90	1.47	.07	.20	.04	29.63
Carpenter.....	23.50	2.35	.90	1.47	.07	.20	.04	<del>28.53</del>
Pieceworker Helper	23.50	2.35	.90	1.47	.07	.20	.04	28.53
Carpenter Improver	21.75	2.18	.90	1.47	.07	.20	.04	26.61
3rd yr. Apprentice	21.00	2.10	.90	1.47	.07	.20	.04	25.78
2nd yr. Apprentice	18.50	1.85	.90	1.47	.07	.20	.04	23.03
1st yr. Apprentice	13.50	1.35	.90	1.47	.07	.20	.04	17.53
General Labour....	20.50	2.05	.90	1.47	.07	.20	.04	25.23
Fork Lift Driver..	21.75	2.18	.90	1.47	.07	.20	.04	26.61

SUMMARY - MAY 1, 1994

	<u>Wages</u>	<u>V.P.</u>	<u>H&amp;W</u>	<u>Pension</u>	<u>Legal</u>	<u>Train.</u>	<u>Ind.</u>	<u>TOTAL</u>
Job Foreman.....	\$27.00	2.70	1.00	1.62	.07	.20	.04	\$32.63
Carp. Crew Leader..	25.00	2.50	1.00	1.62	.07	.20	.04	30.43
Carpenter.....	24.00	2.40	1.00	1.62	.07	.20	.04	29.33
Pieceworker Helper	24.00	2.40	1.00	1.62	.07	.20	.04	29.33
Carpenter Improver	22.25	2.23	1.00	1.62	.07	.20	.04	27.51
3rd yr. Apprentice	21.50	2.15	1.00	1.62	.07	.20	.04	26.55
2nd yr. Apprentice	19.00	1.90	1.00	1.62	.07	.20	.04	23.83
1st yr. Apprentice	14.00	1.40	1.00	1.62	.07	.20	.04	18.33
General Labourer, .	21.00	2.10	1.00	1.62	.07	.20	.04	26.03
Fork Lift Driver..	22.50	2.25	1.00	1.62	.07	.20	.04	27.68

ARTICLE 5

During the lifetime of this Agreement, the Union shall have the right at any time to require the Employer to change the amounts of the contributions to any employee benefit funds by transferring any portion of the contribution required to be made to any particular employee benefit fund to any other employee benefit fund provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

ARTICLE 6

The Association and the Union agree to develop a modular training program with the assistance of the Labourers' Local 183 Members' Training and Rehabilitation Fund for appropriate certification of house framers' carpenters by The Ministry of Skills Development.



**SCHEDULE "B"**

**PIECEWORKER**

**ARTICLE 1 - DEFINITIONS**

1.01 A dependent pieceworker in this Collective Agreement shall mean a person who agrees to work for the Employer for piecework rates, provided that the pieceworker does not have more than one helper and/or assistant, and includes two or more persons who are equal partners in a partnership and a limited company where the shares are owned entirely by one person, or equally by two or more persons, provided always that the partnership or limited company does not have more than one helper and/or one assistant.

1.02 An independent pieceworker in this Collective Agreement shall mean a pieceworker who agrees to work for the Employer for piecework rates, and actually performs piecework, but has more than one helper and/or assistant assisting him in the performance of his work.

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**ARTICLE 2 - HELPERS**

2.01 A pieceworker may use one helper to assist him in the performance of his work. It shall be a condition of each pieceworker's employment that all the terms and conditions of this Agreement, and in particular, Schedule "A", are applied to the helper.

2.02 The Employer shall be responsible for all welfare, vacation pay, training, pension contributions and Union dues for each pieceworker and his helper. All such contributions and Union dues made on behalf of the helper may be set off by the Employer against the wage.

**2.03** The Employer shall ensure that all of the terms and conditions of this Agreement, including Schedule "A", are properly applied to helpers.

**2.04** At the end of each month, each pieceworker will present to the Employer a schedule which will indicate the name and address of his helper who has worked with the pieceworker during the past month, including the Social Insurance Number and number of hours worked by the helper.

**2.05** No pieceworker or helper shall perform work on a Sunday, save and except in the case of emergencies. The provisions of Schedule "A", Article 1.01(b) relating to work on a Sunday shall also apply to pieceworkers and their helpers.

### **ARTICLE 3**

**3.01** Persons who were not hourly employees or pieceworkers as defined in this Agreement shall not be permitted to perform any bargaining unit work except where that person pays on his own behalf.

(a) Effective May 1, 1992, eighty-eight dollars and thirty-four cents (**\$88.34**) per month to the Union in lieu of dues and working dues;

(b) Effective May 1, 1992, one hundred and eighty dollars and thirty cents (\$180.30) per month (based on **40** hours per week at \$1.04 per hour) shall be paid to the Union for all welfare, training and industry fund contributions;

Effective May 1, 1993, two hundred and nine dollars and seventy-five cents (\$209.75) per month (based on 40 hours per week at \$1.21 per hour) shall be paid to the Union for all welfare, training and industry fund contributions;

Effective May 1, 1994, two hundred and twenty-seven dollars and eight cents (\$227.08) per month (based on 40 hours per week at \$1.31 per hour) shall be paid to the Union for all welfare, training and industry fund contributions.

- (c) Effective May 1, 1992, persons who are the subject matter of this clause and who are beneficiaries of the pension plan, may maintain their contributions to the pension plan by paying to the Trustees of the Labourers' Pension Fund of Central and Eastern Canada, the sum of two hundred and twenty-five dollars and thirty-four cents (\$224.34) per month (based on 40 hours per week at \$1.30 per hour). This is in addition to the amounts set out above and providing that the Pension Fund is authorized to accept such payment.
- Effective May 1, 1993, increased to two hundred and fifty-four dollars and eighty-one cents (\$254.81) per month (based on 40 hours per week at \$1.47 per hour).
- Effective May 1, 1994, increased to two hundred and eighty dollars and eighty-one cents (\$280.81) per month (based on 40 hours per week at \$1.62 per hour).

**3.02** All the payments set out in (a), (b) and (c) above, shall be made at the times and in the form set out in this Agreement.

- (\*) NOTE: Total monthly payments of (a), (b) and (c) above, effective May 1, 1992, is four hundred and eighty-eight dollars and ninety-eight cents (\$488.98) per month, increased on May 1, 1993 to five hundred and forty-seven dollars and ninety cents (\$547.90) per month, and further increased on May 1, 1994 to five hundred and ninety-one dollars and twenty-three cents (\$591.23) per month.

#### **ARTICLE 4 - RATES**

**4.01** The piecework rate for Framing may include, for a regular house, eight (8) corners, roof 6 in 12 maximum or with dual pitches (except where particle board is used to read 5 in 12 maximum), all rough carpentry work (shell), bridging, ribbon strip, joint/truss hangers and landings where required, including verandah (except forming for concrete). All other work may be considered EXTRA. If any of this work is not performed, the Union rate per square foot will not change, ' ' being clearly understood that any deletions from the above work sh not affect or change the base work rate.

4.02 Effective May 1, 1992, piecework rate for work outlined above shall be not less than as outlined per square foot, herein as follows:

	<u>Houses less than 1600 square feet</u>	<u>Houses from 1600 to 2400 sa. feet</u>	<u>Houses more than 2400 square feet</u>
May 1, 1992	\$2.25 sq.ft.	\$2.15 sq.ft.	\$2.10 sq.ft.
May 1, 1993	2.30	2.20 "	2.15 " "
May 1, 1994	2.40 " "	2.30 " "	2.25 " "

NOTE: In the event the pieceworkers are required to perform clean-up work, the above rates shall be increased by ten (10) cents per square foot effective August 1, 1992.

4.03 The number of square feet contained in each house shall be determined by measuring the outside perimeter of the house. There shall be no deductions for any openings, stairwells, foyer, etc.

4.04 (a) The pieceworker working under the piecework rates set out in Article 4.02 is only required to perform the following work:

- (i) The framing shell/skeleton, including nail-bridging, installation of all landings where required, and installation of ribbon strip, joist/truss hangers and landings where required, including verandah (except forming for concrete), provided that all materials such as poly paper, joist hangers, etc. are supplied.
- (ii) An Employer shall not contract with a pieceworker for rates less than those set out in Article 4.02 for any of the said work. All other work shall be paid as set out below. It is understood that the above rates include vacation pay credits, as specified in Article 18.05.

- (iii) All other work shall be considered as extra to the above rates and shall be negotiated on the job site with the Employer. It is agreed that where the Employer and the subcontractor cannot agree on the amount to be paid on the extras listed below, the Union Representative will endeavour to resolve the impasse between the prime contractor and the pieceworker/contractor in such circumstances. Once such compromise has been reached, it shall be applicable to the project for its duration and shall be reduced to writing between the parties.

(b) **"EXTRAS"**

- i) | Roof lifts over and above 6 in 12 pitch,  
or with dual pitches.
- iii) Detached garages.
- iv) Walkouts and knee walls.
- v) Turrets and dormers.
- vi) Houses with more than eight corners.
- vii) Styrofoam - or glass-clad.
- viii) Interior rough, which includes the installation of windows and stairs where necessary.
- ix) Exterior trim.
- x) Footings.

**4.05** (a) **ROUGHING-IN CARPENTRY WORK**

The piecework rate for roughing-in carpentry work shall be not less than as outlined per square foot, herein as follows:

	<u>Houses less than 1600 square feet</u>	<u>House from 1600 to 2400 sq.feet</u>	<u>Houses more than 2400 square feet</u>
May 1, 1992	forty <b>(40)</b> cents	thirty-five (35) cents	thirty (30) cents
May 1, 1993	forty-one (41) cents	thirty-six (36) cents	thirty-one (31) cents
May 1, 1994	forty-three <b>(43)</b> cents	thirty-eight (38) cents	thirty-three (33) cents

**(b) EXTRAS ON ROUGHING-IN**

- i) Skylights
- ii) Drop Ceiling including drop ceilings in  
garages where 50% or more is required
- iii) Open staircase and basement
- iv) Open bathtub
- v) Design changes before drywall
- vi) Windows, doors and bay windows
- vii) Basement strapping (full basement)
- viii) Stud straightening only an extra after rough-in  
carpenter has completed the house and has to  
return back to the house

**NOTE:** The **EXTRAS** shall be negotiated on the job site with the Employer. It is agreed that where the Employer and pieceworker cannot agree on the amount to be paid on the extras listed above, the subcontractor may bring the Union Representative with him to assist the parties in reaching a compromise and resolve thereof.

- 4.06**        (a) In housing construction projects covered by this Agreement, where the inside partition walls are constructed by means of metal studs, the following rates shall apply:
- (b) In housing construction projects covered by this Agreement, where the floors are concrete, the following rates shall apply:
- (c) In housing construction projects covered by this Agreement, where there is the installation of prefabricated walls, the following rates shall **apply:**
- (d) In all housing construction projects involving stacked houses and townhouse, the following rates shall apply:

**4.07**                In any housing project covered by this Agreement where the rates set out in Articles 4.02 and 4.05 **(a)** above do not apply, the piecework rate for the project shall be negotiated with the Union prior to any work commencing, and in the absence of the agreement of the Union, the work shall not be undertaken on a piecework basis, but only on an hourly basis.

**4.08**                In addition to the rates paid under Article 4 herein the Employer agrees to pay a further seven percent **(7%)** on the gross amount paid pursuant to the said rates for Union Working Dues **as** outlined in Article 2.03 herein and the Benefit Program as outlined in Article 18 herein, Effective May 1, 1993 the above seven percent **(7%)** shall be increased to eight percent **(8%)**.

                      In addition there is require regular Monthly Dues payment of \$14.00 to maintain good standing in Local 183.

## **ARTICLE 5 - PAYMENT OF WAGES**

5.01 (a) When house framing or roughing-in assigned to pieceworkers is completed, the pieceworker will notify the Employer in writing. The Employer will check the work assigned within seventy-two (72) hours of the notice from the pieceworker and within twenty-four (24) hours of checking the work assigned will issue the pieceworker with a completion slip. Once the house has been inspected the pieceworker will not be required to re-enter the house to repair any damage caused by vandalism or other damage that he is not responsible for. The pieceworker will only be required to re-enter the house to correct any errors or omissions or faults in workmanship before the structural frame of the house is covered with any materials.

(b) The parties hereto agree that the work assigned to the pieceworkers shall be paid as completed in accordance with the specified times above, before the structural frame of the house is covered with any materials.

## **ARTICLE 6 - PAYMENT**

6.01 Following the issuance of a completion slip, the pieceworker will present the Employer with invoices for all completed work, including the names and Social Insurance Numbers on standard Piecework Forms of all helpers engaged by the pieceworker. The Employer must make payment by cash or by cheque to the pieceworker not later than fifteen days after submission of the invoice. In the event that the pieceworker fails to provide the Piecework Form to the Employer outlining the names and Social Insurance Numbers of the helpers engaged in the piecework operation, then the Employer may withhold all further payments until the policy outlined above has been complied with.



**6.02** In the event that the Employer fails to pay to a person performing work under this Collective Agreement, including a dependent and independent pieceworker, the full piecework or other rates and/or fails to make payments and contributions required under this Collective Agreement on behalf of the persons, the Employer shall pay to the Union a sum equivalent to the amount of payments in default, including piecework or other rates and other contributions, and in addition, the Employer shall pay to the Union all reasonable collection costs including legal fees, accountants' fees, arbitrators' fees and all other expenses associated with the cost of collecting the amounts owing.

**6.03** When the Employer makes the payments required by the Collective Agreement to each of the pieceworkers and/or piecework contractors, he shall at that time provide them with a written statement setting forth the following information, namely:

- (a) A full description of the location of the houses worked on by such pieceworkers;
- (b) The total square footage of the houses;
- (c) The basis for the calculation of the payments to such pieceworkers based on the piecework rates required by the Collective Agreement and on the square footage of the houses worked at;
- (d) The total amount of any extras required by the Collective Agreement to be paid to such pieceworkers;
- (e) The basis for the calculation of the contributions required by the Collective Agreement to be paid for such pieceworkers;
- (f) The basis for the calculation of the G.S.T. paid by the Employer.

**6.04** The Employer **shall** send the written statement required by Article **6.03** to the Union together with the Employer Contribution Report by the fifteenth (15th) day of the month following the month in which the payments have been made.

6.05 Upon any failure by the Employer to comply with the requirements of Articles **6.03** or **6.04** herein, the Employer shall pay an amount to the Union equivalent to twenty percent (20%) of the **pieceworkers'** payments as liquidated damages and not as a penalty for such breach with such damages to be donated by the Union to a recognized charitable organization selected by it.

#### **ARTICLE 7 - FORKLIFTS**

7.01 The Employer shall supply a forklift with a competent driver which will be available to pieceworkers at all relevant times. If the Employer **does** not supply the forklift and driver, the Employer agrees to pay an additional premium per house agreed upon by the interested parties. **The Employer shall make sure that the forklift driver is competent and has an up-to-date Safety Certificate from L.I.U.N.A. Local 183 Training Program.**

SCHEDULE "C"

- a) "The Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Union, Local 230 and the Union.
- b) "The Sewer and Watermain Agreement" being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- c) **"The Heavy Engineering Agreement"** being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.
- d) **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- e) "The Apartment Builders' Agreement" being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- f) "The House Builders' Agreement" being a Collective Agreement between the Association and the Union.
- g) **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- h) **"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.

i)           **"The** Landscaping Agreement" being a Collective Agreement between certain landscaping contractors in Ontario Labour Relations Board Area **No.'s** 8 and 18 and the Union.

j)           **"The** Bricklayers Agreement" being a Collective Agreement between certain masonry contractors in Ontario Labour Relations Board Area No.'s 8 and 18 and the Union.

k)           **"The** Concrete Restoration Agreement" being a Collective Agreement between certain contractors in Ontario Labour Relations Board Area **No.'s** 8 and 18 and the Union.

**LETTER OF UNDERSTANDING**

**RE: TRANSFER OF CONTRIBUTIONS**

Article 18 (b) will be of no force or effect unless a similar provision has been agreed to by a majority of the Employer Associations in their respective Collective Agreements with the Union.