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No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	D. Bailey		

COLLECTIVE AGREEMENT

THE METROPOLITAN TORONTO APARTMENT BUILDERS ASSOCIATION

and

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

1. 82540(06)

THIS AGREEMENT made and entered into this 1st day of May , 1995.

BETWEEN

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

OF THE FIRST PART

and

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

OF THE SECOND PART

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

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

AND WHEREAS the Employers recognize the Union as the Collective Bargaining Agent with respect to the employees of the Employers covered by this Agreement 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 recognizes the Union as the Collective Bargaining Agent for all of its own 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 employees employed as **non-working** foremen, watchmen and operation engineers. For the purpose of this Agreement, the parties agree that the term "operating engineers" does not include employees operating small equipment such as mini-skids, steer loaders, mini-backhoe, 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 Labourers' Union Local **183**.

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

- (i) all Public Housing, Co-operatives, Senior Citizens' and Student Housing;
- (ii) a stacked row dwelling, which means a building divided vertically into three or more dwelling units and horizontally into four or more dwelling units, each having its own private entrance;
- (iii) a stacked structure which is four (4) storeys or more above grade;
- (iv) notwithstanding Items **1.02(i)** and **1.02(ii)**, a traditional three-storey with common corridors, stairwells, and parking.
- (v) a separate structure which includes space designed to be used for commercial, retail and/or office purposes of not more than fifty percent (50%) of the gross floor area (excluding parking and recreational facilities);
- (vi) those sections of a multi-towered single complex on a common podium which are divided vertically by lines relating directly to commercial and residential sections; then each section shall be built according to its base use;

- (vii) a separate residential structure(s) which forms part of a single project with an apartment building(s) under a common deed, architectural design and building permit;
- (viii) structures used for sleeping accommodation and/or occupancies in which persons, because of age, mental or physical limitations, require special care or treatment, and all facilities 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 Housing Labour Bureau and the Labourers' International Union of North America, Local 183.

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

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

The term "low rise housing" whenever used in this Collective Agreement shall be given the same meaning as that term given in the Collective Agreement between the Toronto Housing Labour Bureau and the Labourers' Union of North America, Local 83.

- .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;
- (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.

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

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

1.04 (d) Each Employer agrees that when sub-contracting bricklaying work that all things being equal the Employer agrees to sub-contract such work to sub-contractors in contractual relations with Local **183**.

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

2.04 Union Dues and Working Dues

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (i) to conduct his business in **all** respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (ii) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been **discharged**, suspended, disciplined or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the grievance procedure;

- (iii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (iv) to assign and re-assign work to employees, to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment, to establish and maintain an efficient mobile work force with diverse skills.

ARTICLE 4 - GRIEVANCE PROCEDURE

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

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

4.03 Grievance 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

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

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

- (a) "The Ontario Formwork Agreement" being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- (b) "The House Basements Agreement" being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union;
- (c) "The Residential Housing Carpentry ~~Agreement~~" being a Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union;
- (d) "The Concrete and Drain Agreement" ~~being~~ a Collective Agreement between the Ontario Concrete & Drain Contractors' Association and A Council of Unions acting as the representative and agent of the Union and International Union of Operating Engineers, Local 793;
- (e) "The Sewer and Watermain Agreement" being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union;
- (f) "The Utilities Agreement" being a Collective Agreement ~~between~~ the Utility Contractors' Association of Ontario and ~~Labourers' International~~ Union of North America, Ontario Provincial District ~~Council~~ and its affiliated Local Unions;

- (g) "The Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union;
- (h) "The Heavy Engineering Agreement" being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.

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 supply the Employer in writing the reasons that the employee is not in good standing with the Union. The Employer shall be saved harmless by the Union for wrongful dismissal charges under the provision of this Article.

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 a 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 section 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, not to give any decision inconsistent with the terms and provisions of this Agreement.

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

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

ARTICLE 6 - MANAGEMENT GRIEVANCES - UNION GRIEVANCES

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

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

ARTICLE 7 - SCHEDULE "A"

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

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

and they are hereby made part of this Agreement.

ARTICLE 8 - UNION REPRESENTATION

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

- (i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) men retained by the Employer on the project.

- (iii) It is further agreed that the Union Steward will not be excluded from overtime work and that he shall not be discriminated for, or against.

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

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

ARTICLE 9 - PRODUCTIVITY

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

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

9.03 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*.

9.05 It is understood that this Agreement relates solely to the bargaining unit described in Article 1.01 herein, and the said Agreement cannot be utilized in any way

as an offset with respect to Collective Agreements between the parties hereto for any other bargaining units.

ARTICLE 10 - SENIORITY

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

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

10.03 Seniority may be determined by job classification.

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

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

10.06 Employees who have been laid off due to the lack of work and subsequently recalled from layoff will have their length of service determined by the actual time they have been on the Employer's payroll, provided that such employees return to work when notified and subject to the conditions of this Article.

10.07 An employee who has been off the payroll for a continuous period of six (6) months or more, will lose any previously-acquired seniority, and if re-hired, will only be re-hired as a new employee.

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

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

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

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

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

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

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

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

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

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

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

11.05 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.

1.06 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**

2.01 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 willful 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 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.

13.02 The said Fund shall be jointly Trusteed, consisting of Trustees representing employers other than the Employers, provided that the Employers may request to have one (1) representative on the Board of Trustees.

13.03 Local 183 Members' Training Fund

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

Section 8.01

"Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (**60%**) of the Associations. Each such amendment shall be 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 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 Labourers' Local **183** Members' Training Fund. Any employee hired on Monday, Tuesday or Wednesday must take the course not later than the following Saturday. Any employee hired on Thursday or Friday must take the course no later than the second following Saturday.

- (b) On-site supervisory personnel of any Employer shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund.
- (c) Union Stewards shall be required to attend and complete the Ergonomics Training course offered by the Labourers' Local 183 Members' Training 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 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.

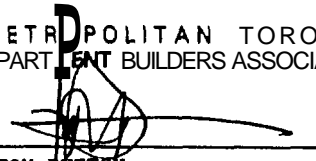
Such late payment shall be applied firstly to arrears of contributions already owing starting with the amount owing on the earliest month forward.


ARTICLE 17 - DURATION

17.01 This Agreement shall become effective the 1st day of May, 1995 and shall remain in effect until the 30th day of April, 1998, and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement not more than one hundred and twenty (120) days and not less than sixty (60) days before the 1st day of May, 1998 or in a like period in any year thereafter.

Dated at Toronto, Ontario this 25th day of SEPTEMBER, 1995

METROPOLITAN TORONTO
APARTMENT BUILDERS ASSOCIATION



TOM DUTTON

JOHN BASSEL

LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 183



ROCCO LOTITO

SCHEDULE "A"**HOURS OF WORK AND OVERTIME****A.1.1 Work Day - Work Week**

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

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

A.1.2 Shift Work

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

A.1.3 Overtime

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in **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 (1/2) hour lunch break between 12:00 noon and 1:00 p.m., except these time limits may be suspended during periods of emergency.

PAYMENT OF WAGES

A.2.1 In the case of layoff all 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 Unemployment insurance Forms, Vacation Pay and Statutory Holiday Pay Credits are not given employees at the time of termination, they shall be

sent by the Employer to the employee by registered letter to their last know 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.

VACATION PAY AND STATUTORY HOLIDAY PAY

A.3.1 The Parties hereto agree to pay vacation pay into a holiday and vacation pay fund, known as the "Labourers' International Union of North America, Local 183 Members' **Holiday** and Vacation Pay Fund", the terms or which are set out in a separate Trust Document, which is herby 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 twice annually between June 1-15 and November 1-15 in each year.

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

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

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

A.3.4 Local 183 Members' Vacation Pay Fund

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

(a) Article 4.03(h)

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

- (i) ~~to~~ the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- (ii) to provide for any liability for income tax in respect of the income of the Fund;

- (iii) to the payment of vacation pay to employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this Agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time and as may be required by the Employment Standards Branch, of the Ministry of Labour;
- (iv) to the setting up of any reserves which Trustees may deem appropriate; and
- (v) 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 Labourers' International Union of North America, Local **183** and the Association agree to merge the Labourers' international Union of North America, Local **183** Members' Vacation Pay Trust Fund and the Labourers' International Union of North America, Local Union **183** Civil Engineering Vacation with Pay Trust Fund, subject to acceptance and adoption by the Trustees thereof, in accordance with section 6.03 of the Trust Agreements establishing both Funds.

BASIC WAGE RATES AND PREMIUM CLASSIFICATIONS

A.4.1	May 1 <u>1995</u>	May 1 <u>1996</u>	May 1 <u>1997</u>	Nov. 1 <u>1997</u>
(a) <u>Group 1: Labourers</u>	\$19.80	\$20.00	\$20.20	\$20.30

(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.

A.4.1 (Contd)	May 1 <u>1995</u>	May 1 <u>1996</u>	May 1 <u>1997</u>	Nov. 1 <u>1997</u>
(b) <u>Group 2: Handyman</u>	\$20.40	\$20.60	\$20.80	\$20.90
(Employees who are multi-skilled and perform such work.)				
(c) <u>Group 3: Carpenter</u>	\$25.50	\$25.70	\$25.90	\$26.00
(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.			

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 percent (2%) of gross wages for each employee covered by this Agreement.

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

PENSION PLAN

A.6.1 The Employer agrees to contribute one dollar and sixty-two cents (\$1.62) for each hour worked by employees covered by this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

A.6.2 Effective May 1, 1997, the Employer agrees to contribute one dollar and seventy-two cents (\$1.72) for each hour worked by employees covered by this Agreement to the Labourers' Pension Fund of Central and Eastern Canada.

A.6.3 Effective November 1, 1997, the Employer agrees to contribute one dollar and eighty-two cents (\$1.82) for each hour worked by employees covered by this Agreement to the Labourers' Pension Fund of Central and Eastern Canada.

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

WELFARE AND PREPAID LEGAL SERVICES

A.7.1 Members' Benefit Fund

- (a) The Employer agrees to contribute one dollar (\$1.00) for each hour worked by employees covered by this Agreement to the Local **183** Members' Benefit Fund.
- (b) Effective May 1, 1996, the Employer agrees to contribute one dollar and ten cents (**1.10**) for each hour worked by employees covered by this Agreement to the Local **183** Members' Benefit Fund.
- (c) Effective November 1, 1997, the Employer agrees to contribute one dollar and twenty cents (**\$1.20**) for each hour worked by employees covered by this Agreement to the Local **183** Members' Benefit Fund.
- (d) The Employer shall remit contributions to the ¹Labourers' 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.7.2 Prepaid Legal Fund

The Employer agrees to contribute seven cents (.07¢) for each hour worked by each employee covered by this Agreement to the Union's 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.7.3 Local 183 Members' Benefit Fund

The Labourers' Local 183 and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of 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.

TRAVEL ALLOWANCE

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

- (i) **ZONE 1** - is the geographic area bordered by: Highway 10 on the west; Highway 7 on the north; the York-Ontario County Line on the east; Lake Ontario on the south.
- (ii) **ZONE 2** - is the geographic area within the following borders: beginning at the point where Highway 25 projected southerly would meet Lake Ontario; the west border is Highway 25 running north to the King/Gormley/Stouffville Sideroad; the north border is the King/Gormley/Stouffville Sideroad running

easterly to the York-Ontario County Line running southerly from the **King/Gormley/Stouffville** Sideroad to Highway 7; the south border, in part, is Highway 7 running from the York-Ontario County Line westerly to Highway 10; Highway 10 running southerly from Highway 7 and projected to Lake Ontario is in part, the east border; Lake Ontario from a projected Highway 10 to a projected Highway 25 is, in part, the south border;

AND the Municipalities of BURLINGTON, AJAX, and OSHAWA.

- (iii) **ZONE 3** - is the geographic area bordered by Highway 25 on the west; Highway 9 on the north; the York-Ontario County Line on the east; the **King/Gormley/Stouffville** Sideroad on the south.
- (iv) **ZONE 4** - is the geographic area bordered by Highway 25 on the west; Highway 89 on the north; the York-Ontario County Line on the east; Highway 9 on the south.
- (v) **ZONE 5** - is the geographic area of the County of Simcoe lying north of Highway 89.

The Employer may provide transportation in lieu of Travel Allowance; the assembly point will be 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 under this Collective Agreement.

A. 8.3 An employee that lives in the same zone as the location of the job-site, will not be eligible for travel allowance.

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SCHEDULE "C"

LETTER OF AGREEMENT

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

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

Signed on **behalf of**
the **Association**

Signed on **behalf of the Union**

John **Bassel**, President

John **Stefanini**, Business Manager

Bev Howard, Vice-president

Rocco Lotito, Apartment Business Agent

SUMMARY - WAGE AND BENEFIT SCHEDULE

THREE YEAR TERM EXPIRING APRIL 30, 1998

	May 1 <u>1995</u>	May 1 <u>1996</u>	May 1, <u>1997</u>	Nov 1,
(A) GROUP 1: LABOURERS				
Wages	\$19.80	\$20.00	\$20.20	\$20.30
Vacation & Statutory Holiday Pay	1.98	2.00	2.02	2.03
Welfare Fund	1.00	1.10	1.10	1.20
Pension Fund	1.62	1.62	1.72	1.82
Prepaid Legal	.07	.07	.07	.07
Training Fund	.20	.20	.20	.20
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
PACKAGE	\$24.67	\$24.99	\$25.31	\$25.62
Industry Fund	<u>.26</u>	<u>.25</u>	<u>.25</u>	<u>.25</u>
COST TO EMPLOYER	<u>\$24.92</u>	<u>\$25.24</u>	<u>\$25.56</u>	<u>\$25.87</u>

WAGES FOR OTHER GROUPS

(B) GROUP 2: HANDYMAN	\$20.40	\$20.60	\$20.80	\$20.90
(c) GROUP 3: CARPENTER	\$25.50	\$25.70	\$25.90	\$26.00

(D) GROUP 4: FOREMAN Shall receive \$1.25 per hour in excess of the average hourly rate of members in his Group.

DEDUCTIONS FROM WAGES:

WORKING DUES: 2% OF GROSS HOURLY WAGES

MEMBER DUES: \$16.00 MONTHLY

