

COLLECTIVE AGREEMENT

BETWEEN

METROPOLITAN TORONTO APARTMENT BUILDERS
ASSOCIATION

- AND -

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

MAY 1ST, 2010 TO APRIL 30TH, 2013

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**METROPOLITAN TORONTO APARTMENT BUILDERS
ASSOCIATION**

- AND -

UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183

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**METROPOLITAN TORONTO APARTMENT BUILDERS'
ASSOCIATION
COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into as of the 1st day of May, 2010.

BETWEEN:

Metropolitan Toronto Apartment Builders' Association

(hereinafter called the "**Association**")

- of the First Part;

- and -

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

(hereinafter called the "**Union**")

- of the Second Part.

WHEREAS the Association, acting on behalf of its member Companies, and acting on behalf of certain other Employers with whom the Union has bargaining rights, pursuant to the Accreditation Order issued by the Ontario Labour Relations Board (OLRB), and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as defined in Article 1 of this Collective Agreement and provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

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

NOW THEREFORE it is agreed as follows:

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

1.01 Each of the Employers recognize the Union as the Collective Bargaining Agent for all of its own construction employees engaged in the on-site construction of all types of apartment buildings only and their amenities, up to the takeover of the said construction project or part thereof by maintenance and management employees of the Employer or maintenance and management employees of some other employer, save and except employees employed as non-working foremen, watchmen and operating engineers in OLRB Areas Nos. 8, 9, 10, 11, 18 and that portion of 12 west of the Trent-Severn Waterway. For the purpose of this Agreement, the parties agree that the term "operating engineers" does not include employees operating small equipment such as mini-skids, steer loaders, mini-backhoes, bob-cats and similar small equipment, or personnel and material hoist operators whose duties require more than fifty percent (50%) of their time to load or unload material, which employees are covered by this Agreement and shall be members of the Universal Workers Union, Labourers' International Union of North America Local 183 (the "Union").

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

- (i) all Public Housing, Co-Operatives, Senior Citizens' and Student Housing;
- (ii) a stacked row dwelling, which means a building divided vertically into three (3) or more dwelling units and horizontally into four (4) 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 (3) 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 the lines relating directly to commercial and residential sections; then each section shall be built according to its base use;

- (vii) a separate residential structure(s) which forms part of a single project with an apartment building(s) under a common deed, architectural design and building permit;
- (viii) structures used for sleeping accommodation and/or occupancies in which persons, because of age, mental or physical limitations, require special care or treatment, and all facilities connect therewith;
- (ix) the other paragraphs of this Article 1.02 notwithstanding, the term “apartment buildings” when used in this Collective Agreement shall not include low-rise housing as that term is defined in the collective agreement between the Toronto Residential Construction Labour Bureau and the Union.

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

Each of the Employers agree that when engaged in the on-site construction of “low rise housing” they shall abide by the terms and conditions of the collective agreement between the Toronto Residential Construction Labour Bureau and the Union.

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

1.04 (a) Should an Employer contract or subcontract the following work all such work shall be contracted or subcontracted to companies in contractual relations with the Union and which are bound to, and are applying, the applicable Local 183 Collective Agreement for such work as listed in Article 1.05;

- (i) General Construction labour;
- (ii) Concrete Superstructure;
 - forming
 - reinforcing steel placing
 - concrete placing and finishing;
- (iii) Concrete and Drain;
- (iv) Paving and Parking Lot Construction;
- (v) Hard Landscaping;

“Hard landscaping which shall mean poured in place curbs, planter boxes of all types, sidewalks, and pathways and the installation of pavers including flagstone of all types, interlocking stone, and all types of stone and all timber work and retaining walls of all types”;

- (vi) Sheet Piling, shoring and Lagging (Labour);
- (vii) Buried Internal Site Services installed by, or contracted or sub-contracted by, the Employer; and
- (viii) On-site manufacture and erection of structural pre-cast concrete balcony panels and concrete stairs and other pre-cast not normally erected by a pre-cast specialty contractor in the sub-structure and super-structure and excluding landscaping components; then such work shall be contracted or sub-contracted to companies in contractual relations with the Union;
- (ix) High Rise Trim Carpentry which shall mean the in-suite installation of wood baseboard, wood windowsills, wood door frames, wood and/or metal doors (excluding balcony, sliding closet and terrace doors) and associated hardware;
- (x) Bricklaying and Masonry.

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

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

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

1.05 Cross-Over Clauses: For the purposes of clarity it is agreed that this Article only applies when the Employer is performing work covered by the Union's other collective agreements as set out in Article 1.05 with its own employees and does not apply to the Employer's contracting / subcontracting obligation set out in other provisions of the Collective Agreement. Should the Employer perform any work falling within the scope of the following collective agreements of the Union, then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement except for any terms and conditions in respect of contract or sub-contract restrictions which shall only be subject to and governed by the provisions of this Agreement:

A. **"The Bricklaying Agreement"** being a collective agreement between the Masonry Contractors' Association of Toronto Inc., and Bricklayers, Masons Independent Union of Canada, Local 1, and the Union, and Masonry Council of Unions Toronto and Vicinity.

B. **"The Carpentry and Framing Agreement"** being a collective agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.

C. **"The Concrete and Drain Agreement"** being a collective agreement between the Ontario Concrete and Drain Contractors' Association and the Union.

D. **"The Forming Agreement"** being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario.

E. **“The Heavy Engineering Agreement”** being a collective agreement between the Heavy Construction Association of Toronto and the Union.

F. **“The House Basements Agreement”** being a collective agreement between The Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and the Union.

G. **“The House Board Area 8 Builders Agreement”** being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union.

H. **“The Agreement Covering Building Restorations and Associated Work”** being a collective agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area No. 8 and the Union.

I. **“The Roads Agreement”** being a collective agreement between the Toronto and Area Road Builders’ Association and A Council of Trade Unions acting as the representative and agent of Teamsters’ Local 230 and the Union.

J. **“The Sewer and Watermain Agreement”** being a collective agreement between the Greater Toronto Sewer and Watermain Contractors’ Association and A Council of Trade Unions acting as the representative and agent of Teamsters’ Local 230 and the Union.

K. **“The Utilities Agreement”** being a collective agreement between the Utility Contractors’ Association of Ontario and the Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.

L. **“The Marble, Tile and Terrazzo & Cement Masons Agreement”** being a collective agreement between the Residential Tile Contractors’ Association and the Union.

M. **“The High Rise Trim Collective Agreement”** being a collective agreement between the Residential Carpentry Contractors’ Association of Greater 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 employees who are not members in good standing in the Union within seven (7) days.

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

2.03 It is understood and agreed that the Employer shall discharge any employee for violation of this Article for Union Security provided that the Union supplies the Employer in writing for 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.

All new hires who have never been a member of the Union shall be subject to a 30 working day probationary period during which the employer may terminate the employee without cause provided it is not discriminatory or in bad faith.

2.04 Union Dues and Working Dues

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

ARTICLE 4 - GRIEVANCE PROCEDURE

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

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

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

- (i) Within twenty-one (21) days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five (5) working days), the grievance shall be presented to the Employer in writing, and the parties shall meet within five (5) working days in an endeavour to settle the grievance.

- (ii) If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a committee consisting of two (2) members of the Union and two (2) members of the Association at any time within five (5) working days thereafter, but not later, and if a satisfactory settlement is not reached within five (5) working days from this meeting, the grievance may be submitted to arbitration as provided in Article 5, at any time within ten (10) working days thereafter unless mutually agreed by the parties.

- (iii) Grievances dealing with alleged violation of hours of work, rates of pay, overtime, vacation pay, travelling expenses, pension and welfare contributions and other monetary items may be brought forward within three (3) months after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the Union of such alleged violations. It is further understood that such grievances may be retroactive to the first (1st) 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 (1) or more of the said agreed-upon official arbitrators will be unable to serve their term as arbitrator then the parties shall meet within ten (10) working days of receiving such notice of the termination from the arbitrator(s) and agree to appoint a new person(s) to act as official arbitrator(s). In the event that the parties will be unable to agree upon the official arbitrator(s), then the matter shall be referred to the Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as official arbitrator(s).

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

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

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

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

5.08 In determining the time which is allowed in the various steps, Sundays and statutory holidays shall be excluded, and any time limits may be extended by agreement of the parties, in writing and otherwise if an arbitrator or board of arbitration agrees that it is reasonable and equitable to do so in all the circumstances.

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

5.10 In addition to the above procedures, a grievance arising under the provisions of this Agreement may be referred to the Expedited Arbitration Procedure established by the Local 183 Expedited Enforcement System attached hereto as Appendix “A”. It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement System, shall form part of this Agreement and that all such incorporated terms and conditions of the Local 183 Expedited Enforcement System, along with any other part of this Agreement, may be interpreted and applied by an arbitrator or board of arbitration with jurisdiction arising out of this Agreement, the Local 183 Expedited Enforcement System or the Ontario *Labour Relations Act*.

ARTICLE 6 - MANAGEMENT GRIEVANCES – UNION GRIEVANCES

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

6.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4.03 of the Grievance Procedures, 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 and Labourers' Central and Eastern Canada Organizing Fund (CECOF);
- (vii) Welfare including Long Term Care, Retiree Benefits and Prepaid Legal; and
- (viii) Travel Allowance;

and they are hereby made part of this Agreement.

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

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

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

ARTICLE 8 - UNION REPRESENTATION

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

The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.

It is further agreed that the Union Steward shall be one (1) of the last two (2) men retained by the Employer on the project.

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

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

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

ARTICLE 9 - PRODUCTIVITY AND TECHNOLOGY

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

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

9.03 The Union agrees that the employees covered by this Agreement will work in accordance with Part 111 of the *Occupational Health and Safety Act* and will not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker, or remove or make ineffective any protective device required by the regulations or by his or her employer.

9.04 No Strikes – No Lockouts

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

The Employer agrees that any employees may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned to work. The Employer agrees that such individual decisions made by the employees concerned shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event that any employees do individually decide to refuse to cross a picket line, then they will be assigned to such other work on such other projects as is available or will be deemed to be on temporary layoff until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This Article shall only apply to such picket lines established by the Union against any employer which continues to perform work on the particular project(s) where the picket line has been established.

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

ARTICLE 10 - LAYOFF AND RECALL RIGHTS

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

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

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

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

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

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

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

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

- (i) Fails to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given;
- (ii) Fails to return to work within five (5) working days of being recalled by the Employer;

If the Employer is unable, for any reason to contact the laid off employee to advise him of his recall to employment, the Employer shall notify the Union and thereafter the Union shall have a period of five (5) additional working days in order to attempt to notify the member concerned of the Employer's intent to recall him;

At the request of the Union the Employer will supply a seniority list to it;

On no account shall an employee who is transferred by his Employer between the Employer's low rise or high rise operations suffer any disadvantage with respect to his seniority rights by virtue of such a transfer. Accordingly, any employee who is so transferred will continue to and/or be eligible to acquire and maintain seniority under either or both the low rise and high rise collective agreements in the manner which is most advantageous to such an employee.

ARTICLE 11 - SHELTER – SANITATION – SAFETY – TOOLS

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

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

- (a) securely locked when not in use;
- (b) insured against loss from fire or burglary to a maximum of five hundred dollars (\$500.00).

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

11.03 (a) The Employer will supply the employee with whatever tools are necessary to perform the job functions assigned. If a handyman is required to supply his own tools, the Employer shall pay him twenty dollars (\$20.00) per month as a tool allowance. The Employer shall supply Construction Safety Association (CSA) approved 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.

(b) At the request of any employee, the Employer shall fill out and sign a Form T2200 "Declaration of Conditions of Employment" in order to support the employees' claim on their personal income tax return for expenses related to their employment.

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

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

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

11.06 Subject to the rights of the Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative or member of a joint Health and Safety Committee shall be one (1) 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.

11.07 Every employee shall, as a condition of employment, be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by the Union and the Association and provided by the Lifelong Learning Centre.

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

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

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

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

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

ARTICLE 13 - INDUSTRY, UPGRADING AND RE-TRAINING

13.01 The Employer agrees to pay twenty cents (\$0.20) 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.

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

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

13.03 Local 183 Members' Training 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 and 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 fifty cents (\$0.50) 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 Report 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 or to the Joint Residential Construction Association, as designated by the Association, by the fifteenth (15th) day of the month following the month in which payments are made.

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

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

14.07 At the written request of the Association, the Union shall investigate and review work performed on a site for the purpose of checking how work traditionally performed under this Collective Agreement was performed to ensure that the Industry Fund provided for in this Article is remitted to the Association.

14.08 Where notice has been given to the Union under Article 14.07, an Employer is required to provide to the Union all appropriate and required information related to the review / investigation.

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

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

Letter of Understanding

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

ARTICLE 16 - DELINQUENCY

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

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

ARTICLE 17 - DURATION

17.01 The term of this Agreement shall be from May 1, 2010 to April 30, 2013 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and eighty (180) days of April 30, 2013 or in any like period in any third (3rd) year thereafter.

The Parties agree that if this Collective Agreement continues in force after April 30, 2013 in accordance with the terms and conditions of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard High Rise Builder's Collective Agreement.

DATED at Toronto, Ontario this 13th day of October, 2010.

Metropolitan Toronto Apartment
Builders Association

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

Joe Francavilla

Jaime Melo

Sam Tassone

Durval Terceira

Peter Debiasio

John Kluznik

Greg Tanzola

Craig Holloway

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

SCHEDULE "A"

A.1 HOURS OF WORK AND OVERTIME

A.1.1 Work Day – Work Week

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

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

A.1.2 Shift Work

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

A.1.3 Overtime

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

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

A.1.4 Saturdays, Sundays and Statutory Holidays

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

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

A.1.5 Reporting Allowance

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

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

A.1.6 Coffee and Lunch Breaks

The employees will be allowed to have two (2) coffee breaks, once during each half of their working day. Employees will be allowed one-half (½) hour lunch break between 12:00 noon and 1:00 p.m., except these time limits may be suspended during periods of emergency.

A.2 PAYMENT OF WAGES

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

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

A.2.3 Payment of wages is to be made weekly for the work performed during the preceding work week. Payment is to be made by no later than Thursday of the week following the week during which the work was performed.

A.3 VACATION

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

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

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

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

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

It is understood and agreed that vacation pay payments from the Fund to employees will be paid out once annually between June 1st and 15th 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 a 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.

A.3.4 Local 183 Members' Vacation Pay Fund

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

(a) Article 4.03(h)

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

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

- (iii) to the payment of vacation pay to employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this Agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time and as may be required by the Employment Standards Branch, of the Ministry of Labour;
- (iv) to the setting up of any reserves which Trustees may deem appropriate; and
- (v) at the conclusion of the fiscal year end of the Vacation Pay Fund, any surplus balance will be split between the Union and Association on a fifty-fifty basis and remitted to the Union and Association.”

A.3.5 Merger of Vacation Pay Funds

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

A.4 BASIC WAGE RATES AND PREMIUM CLASSIFICATIONS

A.4.1 Labourers, Handyman, Carpenter, and Working Foreman Schedule

Group 1: Labourers (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.)

Effective Date	Hourly Rate
May 1, 2010	\$28.17
May 1, 2011	\$28.67
May 1, 2012	\$29.54

Group 2: Handyman (Employees who are multi-skilled and perform such work.)

Effective Date	Hourly Rate
May 1, 2010	\$28.77
May 1, 2011	\$29.27
May 1, 2012	\$30.14

Group 3: Carpenter

Effective Date	Hourly Rate
May 1, 2010	\$33.87
May 1, 2011	\$34.37
May 1, 2012	\$35.24

Group 4: Working Foreman - Shall receive one dollar and twenty-five cents (\$1.25) per hour in excess of the average hourly rate of members in his group.

A.4.2 Apprenticeship Schedule

240 Hours in-Class Instruction

60% - 0 to 600 Hours

Effective Date	Hourly Rate
May 1, 2010	\$16.90
May 1, 2011	\$17.20
May 1, 2012	\$17.72

70% - 601 to 1200 Hours

Effective Date	Hourly Rate
May 1, 2010	\$19.32
May 1, 2011	\$20.07
May 1, 2012	\$20.68

80% - 1201 to 1800 Hours

Effective Date	Hourly Rate
May 1, 2010	\$22.54
May 1, 2011	\$22.94
May 1, 2012	\$23.63

90% - 1801 to 2400 Hours

Effective Date	Hourly Rate
May 1, 2010	\$25.35
May 1, 2011	\$25.80
May 1, 2012	\$26.59

100% - 2400 Hours & Beyond - Group 1 Labourer

Effective Date	Hourly Rate
May 1, 2010	\$28.17
May 1, 2011	\$28.67
May 1, 2012	\$29.54

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

- (a) All current members of the Union will be grandfathered as journeymen labourers and will be considered as such by all employers bound to this Agreement;
- (b) The ratio of journeymen to apprentices employed by an Employer at any given time will be not less than two (2) to one (1);
- (c) The schedule of rates of pay with respect to apprentices will be established by the Parties according to industry norms based upon a sliding scale percentage of the journeymen rate as the apprentice moves through the apprenticeship system;

- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations (if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the Parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;

- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the Parties have established, prior to commencing work. Further, all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the Parties;

- (f) The Parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this Agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;

- (g) Any person who is not registered as an apprentice shall receive the full journeymen rate for the entire period of his employment prior to him becoming registered;
- (h) If the ratio with respect to journeymen and apprentices is not complied with by any employer then all apprentices shall receive the full journeymen rate for the relevant period of employment;
- (i) It is agreed that prior to laying off any journeymen all apprentices will be laid off. It is further agreed that prior to recalling any apprentices to work, all journeymen with seniority rights under this Collective Agreement or who have been laid off by the Company not less than three (3) months prior to the date of recall, will be recalled. It is further agreed that prior to registering or hiring any new apprentices, the Employer will recall any apprentices on layoff (for a period to be determined by the joint committee), providing that such apprentices are capable of performing the available work.

A.5 WORKING DUES

A.5.1 The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of three percent (3%) 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.

A.6 PENSION PLAN - LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND ("CECOF")

A.6.1 Labourers' Pension Fund of Central and Eastern Canada

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

Effective May 1, 2010	six dollars and sixteen cents (\$6.16);
Effective May 1, 2011	six dollars and sixty-six cents (\$6.66);
Effective May 1, 2012	six dollars and sixty-six cents (\$6.66).

A.6.2 Labourers' Central and Eastern Canada Organizing Fund

The Employer agrees to contribute the following amounts for each hour worked to the Central and Eastern Canada Organizing Fund (CECOF):

Effective May 1, 2010, the Employer shall pay twenty-five cents (\$0.25) for each hour worked.

A.6.3 Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, 1315 North Service Road East, 6th Floor, Oakville, Ontario, L6H 1A7. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

A.7 WELFARE INCLUDING LONG TERM CARE, RETIREE BENEFITS AND PREPAID LEGAL SERVICES

A.7.1 Members' Benefit Fund

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

Effective May 1, 2010 two dollars and fifteen cents (\$2.15);
Effective May 1, 2011 two dollars and twenty cents (\$2.20);
Effective May 1, 2012 two dollars and twenty-five cents (\$2.25).

(b) It is understood that the amounts in Article A.7.1 (a) do not include contributions for Long Term Care (Article A.7.2) and Retiree Benefits (Article A.7.3).

A.7.2 Long Term Care

The Employer agrees to contribute sixty cents (\$0.60) for each hour worked by employees covered by this Agreement to the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for Long Term Care.

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

A.7.3 Retiree Benefits

The Employer agrees to pay the amount of twenty cents (\$0.20) effective May 1, 2010, twenty cents (\$0.20) continuing on May 1, 2011 and twenty-five cents (\$0.25) effective May 1, 2012 per hour worked by each employee represented by Local 183 to the Universal Workers Union Local 183 Retiree Benefit Trust Fund (“the Retiree Benefit Fund”) for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund;

The Employer shall remit contributions to the Local 183 Members’ Benefit Fund monthly, together with a duly-completed Employers’ Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due for payment to the said Retiree Benefit Fund.

A.7.4 Prepaid Legal Fund

The Employer agrees to contribute ten cents (\$0.10) for each hour worked by each employee covered by this Agreement to the Labourers’ Local 183 Prepaid Legal Benefits Fund which is jointly administered by an equal number of Employer and Union Trustees for the purpose of providing legal benefits to such employees and their beneficiaries.

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

A.7.5 Local 183 Members' Benefit Fund

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

A.8 TRAVEL ALLOWANCE

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

- (i) **ZONE 1** – is the geographic area bordered by: *Erin Mills Parkway on the west; King/Gormley/Stouffville Sideroad on the north; the York-Ontario County Line on the east; Lake Ontario on the south.*

AND the municipalities of Burlington, Ajax, and Oshawa.

- (ii) **ZONE 2** – is the geographic area within the following borders: *beginning at the point where Highway 25 projected southerly would meet Lake Ontario; the west border is Highway 25 running north to Highway 9; the north border is Highway 9 running easterly to the York-Ontario County Line running southerly from Highway 9 to the King/Gormley/Stouffville Sideroad; the south border, in part, is the King/Gormley/Stouffville Sideroad running from the York-Ontario County Line westerly to Erin Mills Parkway; Erin Mills Parkway running southerly from the King/Gormley/Stouffville Sideroad and projected to Lake Ontario is in part, the east border; Lake Ontario from a projected Erin Mills Parkway to a projected Highway 25 is, in part, the south border;*
- (iii) **ZONE 3** – is the geographic area bordered by *Highway 25 on the west; Highway 89 on the north; the York-Ontario County Line on the east; Highway 9 on the south.*
- (iv) **ZONE 4** – is the geographic area of the *County of Simcoe lying north of Highway 89.*

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

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

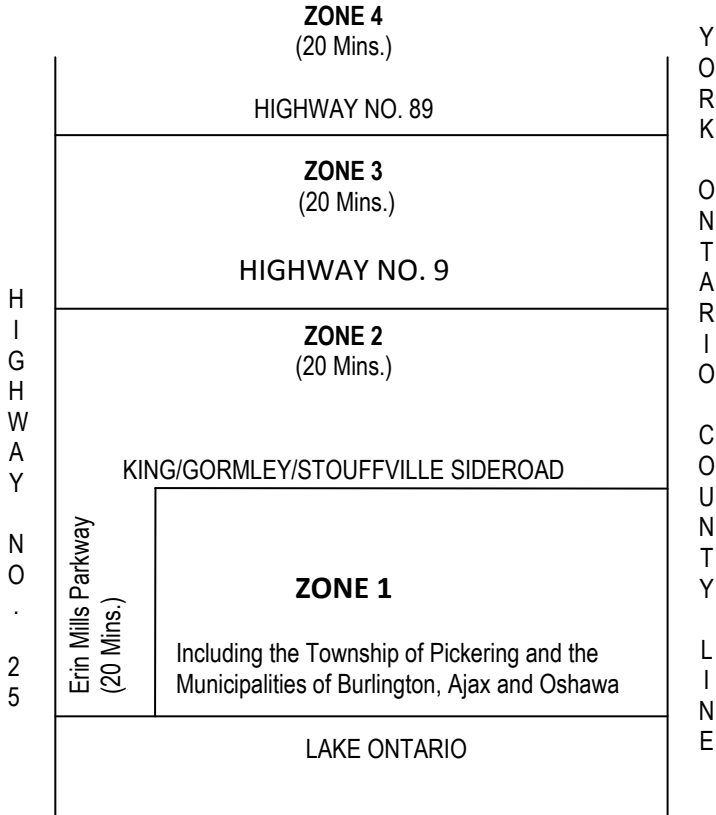
Travel time is in addition to the normal working day.

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

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

A.8.4 The Employer shall provide free parking at the job site for any employees who are required to use their own vehicle to report to a job site.

TRAVELLING ZONES



SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 1

Re: No Inferior Collective Agreements

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

Metropolitan Toronto Apartment
Builders Association

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

Joe Francavilla

Sam Tassone

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Greg Tanzola

Craig Holloway

Jaime Melo

Durval Terceira

LETTER OF UNDERSTANDING NO. 2

Re: Remittances and Contributions

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

Metropolitan Toronto Apartment
Builders Association

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

Joe Francavilla

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LETTER OF UNDERSTANDING NO. 3

Re: Name of the Union

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

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 4

Re: Successor and Assigns

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

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 5

Re: Grievances – Association Members

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

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 6

Re: Concrete Restoration

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 7

1. Representatives of the Union and the Association shall meet once every three (3) months to discuss issues of common interest, including the Union's share of builders and subcontractors in the apartment building construction industry, labour supply, training and industry promotion.

2. The parties agree that it is in their mutual interest for the Union to organize and expand the number of Unionized Builders during the course of the Agreement with a goal of the Union's organizing at least seventy-five percent (75%) of the builders in the apartment building construction industry. In order to facilitate the achievement of this goal, the parties agree to cooperate and share information such as a list of non-union builders, projects and rates and conditions of employment.

3. The parties further agree to establish the MTABA/Local 183 Industry Stability Fund ("the Fund") to be jointly administered by an equal number of representatives of the Association and the Union which will have as its prime purpose the promotion and enhancement of the Unionized apartment building construction industry, namely, the Fund shall only be used to promote and enhance the unionized apartment building construction industry covered by the Collective Agreement.

4. The parties or their representatives will meet within one hundred and twenty (120) days of ratification of the new Collective Agreement to discuss the method of payment to the Fund (i.e. voluntary or mandatory and the amount of payment).
5. The parties have agreed that in the event the Union's market share for apartment building construction covered by the Collective Agreement drops below sixty percent (60%), the Union will make a payment to the Fund of ten thousand dollars (\$10,000.00) for each percentage point below such sixty percent (60%) market share and the parties will meet within one hundred and twenty (120) days of the ratification of the new Collective Agreement to discuss the method by which to determine or calculate market share.
6. In the event that the parties are unable to agree on:
 - (a) either the method by which to determine or calculate market share, or
 - (b) the determination or calculation of the Union's market share,

such issue or issues will be referred to arbitration by either of the parties under the grievance and arbitration provisions of the Collective Agreement.

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 8

Re: Settlement of Procedures under the Ontario Labour Relations Act

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

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 9

Re: Labour Supply for Unionized Builders

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

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

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

NOW THEREFORE the Parties agree as follows:

- (a) Where members of the Union are performing work for an employer who is bound to this Collective Agreement on a job site or project of a builder which is not in contractual relations with the Union then, the Union is at any time entitled to provide written notice to the employer that any and all of the Union members are required to work on a job site or project of a unionized builder;

- (b) Upon receipt of such notice the employer must grant a temporary leave of absence to any such employees who the Union has requested report to work for an employer working on a job site or project of a builder who is in contractual relations with the Union;

- (c) When the employees in question are no longer required to work on such job sites, they will return to their employment with their former employer and will be assigned to any work within their classification on any project under the Collective Agreement including any work which is being performed by an employee who, subsequent to the temporary leave, was hired by the Employer to perform any work within the said classification on any project covered by the Agreement or which is being performed by an employee who was transferred or otherwise assigned to perform any work which the employee was performing on the project at which he was engaged at the time of his temporary leave;

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 10

Re: Establishment of New Schedules

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

WHEREAS in this Collective Agreement, the Association and the Union have agreed to expand the geographic scope to include Board Areas 8, 9, 10, 11, 18, and that portion of 12 west of the Trent-Severn Waterway; and

WHEREAS the Association and the Union have agreed that the new schedules which will deal with these new Board Areas, other than OLRB Area 8 and Simcoe County shall only cover the Employer's direct employees and will not include any subcontracting restrictions other than the subcontracting or work normally performed by the Employer's direct employees and except as otherwise agreed by the parties;

NOW THEREFORE the Union and the Association agree as follows:

- (a) Within three (3) months of the date of signing of the Collective Agreement duly authorized representatives of the Union and the Association will meet and will negotiate separate schedules for all geographic areas set out in the Collective Agreement, other than OLRB Area No. 8 and Simcoe County. For OLRB Area No. 8 and Simcoe County, all terms and conditions set out in the Collective Agreement will apply;

- (b) The schedules which are ultimately agreed upon will cover particular geographic areas and such geographic areas are not required to mirror the geographic areas which have been established by the Ontario Labour Relations Board;

- (c) The Parties agree that until such time as they have been able to conclude schedules for any particular geographic area(s), the terms and conditions of this Collective Agreement will not apply to such geographic area(s), other than as they otherwise apply pursuant to “in and out” language protecting the terms and conditions of members of the Union who regularly work in OLRB Area 8 and/or Simcoe County but are working in other geographic area(s);

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 11

Re: Repetitive Violations of the Collective Agreement

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 12

Re: No Strike – No Lockout Agreement 2013-2016

WHEREAS the Union and the Association have entered into a Collective Agreement which is effective on its face from May 1, 2010 to April 30, 2013; and

WHEREAS the Union and the Association contemplate entering into successor collective agreements which will be effective on their face from May 1, 2013 to April 30, 2016 and thereafter from May 1, 2016 to April 30, 2019 (the “successor collective agreements”); and

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

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

1. If the Union and the Association are unable to agree upon the terms and conditions of both or either of the above-noted successor collective agreements, then on or about the thirtieth (30th) day of April in both or either 2013 or 2016, either party may refer the settlement of the new collective agreement to final and binding arbitration;

2. The Union and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreements in either 2013 or 2016;
3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30th, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by arbitration;
4. Upon the issuing of a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within fourteen (14) calendar days of the date of notice or thereafter if mutually agreed to by the Parties;

5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposal and positions which are put before him by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final selection;
6. With respect to the agreement set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration procedures in either or both of the bargaining years;
7. It is agreed that the arbitrator will issue his decision within seven (7) calendar days of the date of the hearing and that any aspects of the decision may be retroactive to May 1st of the appropriate year if the arbitrator so determines;

8. It is agreed that any arbitrations which are required as between the Union and the Association will be the “industry arbitration” and accordingly pursuant to the terms and provisions of the Association’s accreditation and the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes;

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 13

Re: Sub-Contracting and Cross-Over Provisions

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

- (a) If, at any time during the term of the Collective Agreement, the Union is successful in entering into contractual relations with seventy-five percent (75%) of the contractors or subcontractors, employing seventy-five percent (75%) of the employees, in any particular part of the high-rise residential construction sector of the construction industry, then, on the last day of the Collective Agreement, the work involved in that particular part of the high-rise residential sector shall automatically be included within the provisions of Article 1.04 such that the Employer will only contract or subcontract such work to companies who are in contractual relations with the Union;

- (b) The automatic inclusion set out in paragraph 1 above will not occur if, on the ninetieth (90th) day prior to the expiry of the Collective Agreement the Union no longer has contractual relations with seventy-five percent (75%) of the relevant companies who employ seventy-five percent (75%) of the employees in that particular part of the high-rise residential sector of the construction industry;
- (c) Further, the Parties agree, that with respect to any particular part of the high rise residential sector of the construction industry which are added to Article 1.04 of the Collective Agreement by virtue of the provisions of paragraph 1 above, should, on the ninetieth (90th) day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-five percent (55%) of the relevant companies employing fifty-five percent (55%) of the employees in that particular part of the high rise residential sector of the construction industry, then the relevant sub-contracting provisions will be removed;
- (d) The Parties agree that the above-noted tests will also apply to the inclusion and deletion of any new collective agreements to the cross-over provisions contained within Article 1.05 of the Collective Agreement;

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 14

Re: No Strike – No Lock Out

The Parties agree to renew this Agreement in 2010 and successor Agreements in 2013 and 2016 through negotiations or by arbitration without recourse to strike or lock-out by either party.

The Parties agree that they shall discuss during bargaining for the renewal of this Agreement in 2013, the continuation of the No Strike / No Lockout Letter of Understanding Number 12 for the term of 2019 to 2022.

In the event that arbitration is necessary to complete negotiations, whether or not as a result of statutory limitations, then it is agreed that prior to 2013, the parties agree to meet and discuss the method of arbitration which shall be utilized if necessary for the finalization of the Collective Agreement for 2013 to 2016.

The Union also agrees and acknowledges that this Letter of Understanding has been agreed to by the Association provided the Union supports the renewal of Section 150 of the *Labour Relations Act 2000* as amended for future rounds of bargaining in the residential sector of the construction industry.

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 15

Re: Health and Safety

The Parties agree that occupational health and safety is vitally important to all employees working under the Collective Agreement.

The Parties agree that occupational health and safety training is crucial in order for all persons to comply with the *Occupational Health and Safety Act*.

Therefore, the Parties agree to support the goal of providing a healthy and safe workplace by encouraging and facilitating:

- a co-operative attitude and approach to health and safety in the workplace by all persons;
- attendance at all relevant health and safety training programmes run by the Training centre;
- compliance with the provisions of the *Occupational Health and Safety Act* and its Regulations;
- compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- effective communication and a pro-active approach to all health and safety matters.

The Parties are confident that by encouraging the foregoing principles of education, co-operation, and responsibility that they will be able to promote and achieve a safe workplace for all persons.

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 16

Re: Health and Safety Training

WHEREAS the parties are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and

WHEREAS the parties wish to ensure the employees benefit from Occupational Health and Safety training appropriate to their work industry; and

WHEREAS the parties have agreed to include a certification requirement as a condition of employment in Article 11.07 of this Collective Agreement; and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 11.07 of the Collective Agreement does not cause a hardship for employees or the Employer;

NOW THEREFORE, the parties agree as follows:

1. By no later than October 1, 2010, the Employer shall complete an inventory of each employee's health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee in writing, with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;

3. The employee shall be required to obtain the identified certification(s) on his own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee his regular hourly rate for each hour spent taking the required courses;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on or after April 1, 2011;
5. Commencing with the construction season on April 1, 2011, the Union agrees that it shall not dispatch persons to work for an Employer who have not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s).
6. After April 1, 2011, if an Employer is required to hire a new employee to the high-rise residential sector in accordance with the provisions of this Agreement, the Union shall issue a referral slip in accordance with Article 2.02 and the employee must attend the Health and Safety Program to be developed by the Association after being hired and attain a certificate of program completion on the employee's own time.

7. Nothing in this Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the *Occupational Health and Safety Act*.

DATED at Toronto, Ontario this 13th day of October, 2010.

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LETTER OF UNDERSTANDING NO. 17

Re: Industry Development Fund

The Association and the Union agree to form a sub-committee in order to establish an Industry Development Fund which shall be managed and/or trusted by participating employer associations. The sub-committee will be made up of representatives of the Union, the Association and other interested employer associations to review and determine the governance of the Fund, its terms of reference and the amount to be contributed per hour. It is agreed that if the Union, the Association and the participating Employer associations reach an agreement upon the establishment of the Fund it shall be effective not later than January 1, 2005.

It is agreed that one of the issues which will be discussed by the sub-committee will be the ability of the Labourers' Canadian Tri-Fund to make proposals for funding from the Industry Development Fund if and when it becomes established.

DATED at Toronto, Ontario this 13th day of October, 2010.

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SCHEDULE "C"

LETTER OF AGREEMENT

BETWEEN:

Metropolitan Toronto Apartment Builders' Association

- and -

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

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

DATED at Toronto, Ontario this 13th day of October, 2010.

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**METROPOLITAN TORONTO APARTMENT BUILDERS'
ASSOCIATION
APPRENTICESHIP SCHEDULE SUMMARY
May 1, 2010 to April 30, 2013**

240 HOURS IN-CLASS INSTRUCTION

60% - 0 to 600 Hours

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$16.90	\$17.20	\$17.72
Vac. Pay	\$1.70	\$1.72	\$1.77
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	---	---	---
Legal Fund	---	---	---
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$22.50	\$22.87	\$23.54

70% - 601 to 1200 Hours

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$19.72	\$20.07	\$20.68
Vac. Pay	\$1.97	\$2.01	\$2.07
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	---	---	---
Legal Fund	---	---	---
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$25.59	\$26.03	\$26.80

80% - 1201 to 1800 Hours

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$22.54	\$22.94	\$23.63
Vac. Pay	\$2.25	\$2.29	\$2.36
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$34.95	\$35.94	\$36.80

90% - 1801 to 2400 Hours

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$25.35	\$25.80	\$26.59
Vac. Pay	\$2.54	\$2.58	\$2.66
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$38.05	\$39.09	\$40.06

100% - 2400 Hours & Beyond - Group 1 - Labourer

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$28.17	\$28.67	\$29.54
Vac. Pay	\$2.82	\$2.87	\$2.95
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$41.15	\$42.25	\$43.30

**METROPOLITAN TORONTO APARTMENT BUILDERS'
ASSOCIATION**

WAGE AND BENEFIT SCHEDULE SUMMARY

May 1, 2010 to April 30, 2013

Group 1: Labourer

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$28.17	\$28.67	\$29.54
Vac. Pay	\$2.82	\$2.87	\$2.95
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$41.15	\$42.25	\$43.30

Group 2: Handyman

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$28.77	\$29.27	\$30.14
Vac. Pay	\$2.88	\$2.93	\$3.01
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$41.81	\$42.91	\$43.96

Group 3: Carpenter

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	\$33.87	\$34.37	\$35.24
Vac. Pay	\$3.39	\$3.44	\$3.52
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	\$47.42	\$48.52	\$49.57

Group 4: Foreman*** (Shall receive \$1.25 per hour in excess of average hourly rate of members in his Group)

Effective Date	1-May-10	1-May-11	1-May-12
Hourly Rate	***	***	***
Vac. Pay	***	***	***
Welfare Bnft.	\$2.15	\$2.20	\$2.25
Pension	\$6.16	\$6.66	\$6.66
Legal Fund	\$0.10	\$0.10	\$0.10
Train. Fund	\$0.20	\$0.20	\$0.20
Long Term	\$0.60	\$0.60	\$0.60
Retiree	\$0.20	\$0.20	\$0.25
CECOF	\$0.25	\$0.25	\$0.25
Ind. Fund	\$0.50	\$0.50	\$0.50
Cost to Employer	***	***	***

WORKING DUES:

Three Percent (3%) of Gross Wages

APPENDIX "A"

I. EXPEDITED ARBITRATION

(a) Arbitrator

(b) Expedited Arbitration Procedure

1. The term "Grievance", wherever used in this Enforcement System, shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreements, including but not limited to; payment for hours of work; rates of pay; overtime premiums; travelling expenses; room and board allowances; reporting allowances; pension; welfare; industry fund and any other funds, dues or other form of compensation to or on behalf of an employee and/or Union referred to in the respective Collective Agreements.

2. Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail or courier (including Canada Post Courier) on the affected Builder or Contractor. Service shall be deemed to be achieved if the grievance is received at the last known address of the Builder or Contractor; whether listed in the original Collective Agreement or at an alternate address for which written notification has been forwarded to the Union.

3. The Union may refer any grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Contractor, the Association, the Builder and the Arbitrator.

4. Service shall be effective on receipt, if facsimile transmission, courier, registered mail or regular mail is used and all parties shall be deemed to have been properly notified.

5. The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five (5) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.

6. Subject to the discretion of the Arbitrator, the Expedited Arbitration Hearings shall be held at the Union offices, and may be scheduled by the Arbitrator to commence after normal business hours including Saturdays and Sundays.

7. Where the Arbitrator finds the Builder or Contractor in breach of the Collective Agreement, the Arbitrator shall order the Builder or Contractor to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations the following terms will apply:

(a) For payment of hours of work, rates of pay, overtime premiums, travel expenses, room and board allowances and reporting allowance in accordance with the following:

(i) where the Grievance is commenced within twenty-one (21) days after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts plus an additional fifty percent (50%) of all unpaid amounts; or

(ii) where the Grievance is commenced between twenty-two and sixty (22-60) days after the circumstances giving rise to the Grievance became known or ought to have reasonably become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts; or

(iii) where the Grievance is initiated at any time beyond sixty-one (61) days after the circumstances giving rise to the Grievance became known or ought reasonably to have become known, to the affected employee(s), the Arbitrator shall award recovery of seventy-five percent (75%) of unpaid amounts to be paid to the affected employee(s) and twenty-five percent (25%) of the unpaid amount to be paid to the Union in the form of damages.

(b) For payments in respect of Welfare, Pension, Prepaid Legal, Health and Safety, Training, Union Dues, Working Dues and Industry Fund or any other Fund referred to in the Collective Agreement and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall award recovery of one hundred percent (100%) of the unpaid amounts.

(c) For all other matters.

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

9. The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an Award or part of an Award, to be payable to the Union, in trust for the Arbitrator.

10. (a) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the Ontario Labour Relations Board pursuant to section 96 of the *Labour Relations Act, 1995*, as amended; or the *Construction Lien Act*; or any other operative legislation; or provided under any Collective Agreement.

(b) Any grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Expedited System or referred to arbitration pursuant to section 133, or any other applicable section, of the *Labour Relations Act, 1995* provided however that any grievance may not be processed under more than one of these arbitration mechanisms.

(c) Where a grievance has been properly referred under the procedure provided for in this Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the *Labour Relations Act, 1995* or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.

(d) In the alternative, should a grievance which has been or could have been, referred to arbitration under this system be referred to arbitration under section 133 of the *Labour Relations Act, 1995*, or under the appropriate Articles of the Collective Agreement, and should the Ontario Labour Relations Board, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of this Enforcement System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.

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

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

ACKNOWLEDGEMENT

The Universal Workers Union, L.I.U.N.A. Local 183 wishes to dedicate this page to the bargaining unit members of the Committee who participated in the negotiation of the terms and conditions of the 2010-2013 Collective Agreement.

Local 183 appreciates the hard work and invaluable contributions of the following bargaining unit members:

Quintino Leone

Nelson Munoz

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