

SOURCE	Union		
EFF.	91	05	01
TERM.	92	04	30
No. OF EMPLOYEES	650		
NOMBRE D'EMPLOYÉS	L.V.		

MAY, THIS AGREEMENT made and entered into as of the 1st day 1991.

B E T W E E N :

THE RESIDENTIAL LOW RISE FORMING CONTRACTORS' ASSOCIATION
OF METROPOLITAN TORONTO AND VICINITY

(hereinafter called the "Employer")

OF THE FIRST PART

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 183

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Association, acting on behalf of its members and the Union, wish to make a common collective agreement with respect to certain employees of the members of the Association engaged in work, more particularly described in Article I of this agreement, and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the collective agreement.

AND WHEREAS the said Union **recognizes** the formation by the Companies of the Association, and agrees to deal with the said Association as the agent of the Companies who are members thereof, in negotiating and administering a common collective agreement, and agrees not to negotiate with any of the said Companies on an individual basis.

NOW, THEREFORE, it is agreed as follows:

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

DEC 20 1991

Handwritten signature and date: 9/4/28

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ARTICLE I - RECOGNITION

1.01 The Employer **recognizes** the Union as the sole and exclusive bargaining agent for all employees engaged in concrete forming, save and except non-working foremen, those above the rank of non-working foreman, security guards, office, clerical **and** engineering staff and persons excluded from Ontario Labour Relations Board Certificates in the County of **Simcoe** and Area No. 8 as specified by the Ontario Labour Relations Board as follows: the Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of **Oakville** and **Halton Hills** and that portion of the Town of Milton within the geographic Township of **Esquesing** and the Towns of Ajax and Pickering in the Regional Municipality of Durham.

1.02 This Agreement shall **apply to** residential concrete forming construction, including single and semi-detached houses, row houses, **maisonettes**, town houses and apartment buildings of bearing wall construction to and including ground floor and balconies, but not other high rise buildings. It shall also apply to other concrete forming construction, except where the general contractor's collective agreement prohibits.

1.03 If the Employer performs work covered by the Union's other collective agreements, as set out in Schedule "**B**" of this Agreement, it shall be performed under this Agreement according to the terms and conditions of the Union's applicable agreement.

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

1.05 When the Employers' signatory to this Agreement engages in projects outside the jurisdictional area of this Agreement and requires employees or members of the Union covered by this Agreement to work on such projects, the Employer agrees that said employees are fully covered by the terms and conditions of this Agreement as if working within the territorial jurisdiction of the Agreement for all work performed.

ARTICLE II - UNION SECURITY & CHECK-OFF OF UNION DUES

2.01 The Employer agrees to hire only persons who are members of the Union. The parties agree that such persons shall obtain a referral slip from the Union and present it to the Employer before commencing work.

If the Employer is unable to hire persons who are members of the Union, the Employer shall give to the Union twenty-four **(24)** hours' notice to supply persons qualified in low-rise forming construction. If the Union is unable to supply such persons within such twenty-four **(24)** hour period, the Employer is free to hire any person provided that such person joins the Union within seven **(7)** working days and obtains a referral slip from the Union.

If a person works for the Employer without obtaining and presenting the required referral slip, the Employer shall pay to the Union, as liquidated damages, a sum equal to the gross wages paid to such employee prior to his obtaining and presenting the required referral slip.

2.02 Each employee shall, when working in a position within the bargaining unit described in Article I above, be required, as a condition of employment, to have his regular monthly dues checked off. The Employer agrees to make such deductions from the first pay in each calendar month and to remit same not later than the fifteenth day of the same month to the Financial Secretary 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.

2.03 Working Dues - The Employer agrees to deduct from the wages of his employees working dues in the amount of thirty **(30¢)** per hour for each hour worked by them and remit the said working dues not later than the fifteenth **(15th)** day of the month following the month for which the deduction is made, in the following manner:

(a) Twenty-five cents **(25¢)** per hour for each hour worked shall be remitted to the Secretary-Treasurer of Labourers' International Union of North America, Local **183** and the Employer shall use the Welfare Contribution Form for the said remittance of the said twenty-five cents **(25¢)** per hour and shall note thereon the employee's name, social insurance numbers and number of hours worked; and

(b) Five cents **(5¢)** per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

(c) The Union may direct the Employer to alter the amounts of working dues as described in this provision, and the Employer agrees that it shall comply with such direction. The Union agrees that it shall provide thirty **(30)** days notice of any such alteration.

CLARITY NOTE: For the purpose of clarity, it should be noted that the wage rates as shown in this Agreement do include the working dues.

2.04 All bargaining unit work normally performed by the classification of employees listed in the amended Schedule "A" shall be performed only by members of the bargaining unit except in cases of instruction, emergency or when regular bargaining unit employees are not readily available.

ARTICLE III - MANAGEMENT RIGHTS

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

(a) to conduct and determine the nature of his business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work, to determine the kinds and locations of machinery, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

(b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been disciplined or discharged without reasonable cause shall be subject to the provisions of the grievance procedure;

(c) to make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

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

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

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

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

4.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, travelling expenses, may be brought forward within three **(3)** months of such 'alleged violation, provided that this shall not apply to grievances arising out of classification assignment or where the **grievor's** inclusion in the bargaining unit is in dispute. Grievances dealing with alleged violation of vacation with pay, welfare, pension, training, dues and **delinquency** provisions may be brought forward within **45** days after the circumstances giving rise to such grievance became known or ought reasonably become known to the Union. It is further understood that such grievance may be retroactive to the first day of the alleged violation.

ARTICLE V

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 IV above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

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

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

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

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

5.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

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

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

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

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

ARTICLE VI - MANAGEMENT AND UNION GRIEVANCES

6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.

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

ARTICLE VII - BUSINESS REPRESENTATIVE AND SHOP STEWARD

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

7.02 No discrimination shall be shown against **any** Business Representative and Union Steward for carrying on his duties, but in no case shall his duties interfere with the progress of his work. It is agreed that a Union Steward may be appointed on the basis of one Union Steward for up to thirty **(30)** employees or major portion thereafter.

The Employer will **recognize** such Union Steward provided he is an experienced form worker and the Union has advised the Employer in writing of the name of the Steward. In the event of a lay-off of more than one working day, the Union Steward, all other things being equal, shall be one of the last two men retained by the Employer, if competent to perform the available work remaining. It is agreed that the Union Steward will not be excluded from overtime work, provided that he is qualified and able to do the work required.

ARTICLE VIII - PRODUCTIVITY

8.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and the Employer agrees that it will not cause a lockout. The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or **slowdown** which interferes with the regular schedule of work.

ARTICLE IX - SAFE WORKING CONDITIONS

9.01 The Employer shall provide a proper and- adequate place of shelter sufficiently heated in which the employees covered by this Agreement may eat their lunch. It is agreed that the company trucks, when heated, shall be sufficient shelter for the purpose of this Article.

9.02 In co-operation with the Employer's overall programme of Accident Control and Prevention, the Job Steward may report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations.

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

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

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

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

9.07 It is further agreed and understood that if trucks are used for transportation of employees coming within the bargaining unit, only trucks of crew cab type shall be used, provided such trucks continue to be manufactured. If employees are required to ride in the back of a truck, all loose equipment shall be properly secured. The truck shall be properly enclosed and insulated and shall be equipped with a first-aid box properly equipped for emergencies.

9.08 The parties hereto agree to the establishment of a Safety Committee to be composed of three **(3)** members of the Union and three **(3)** representatives **from the industry**. Safety meetings, not to exceed one per month, may be called by the representatives of the parties on the Safety Committee. Minutes of meetings will be kept. Such meetings shall be held during other than working hours and the parties will bear their own expenses for such meetings.

9.09 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of Two Hundred Dollars **(\$200.00)** for each employee for loss of tools related to his job and clothing due to fire in the area or areas commonly designated for storage of **tools** and clothing. In all cases, the employee must provide a written and signed statement of the amount of such loss.

9.10 All change areas, which shall be of sufficient size, are to be kept clean and sanitary and separate from any other **equipment**.

ARTICLE X - GOVERNMENT LEGISLATION

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

ARTICLE XI - STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.

11.01 Attached hereto as Schedule "A" to this Agreement is a schedule covering Statutory Holidays, Vacation Allowances, Hours of Work, Wage Rates and other conditions of employment, which is hereby made a part of this Agreement.

11.02 If the Employer desires to provide increases in wages and/or other benefits over and above those provided in the collective agreement, the Employer shall negotiate and agree in writing with the Union as to such increases. If the Employer implements such increases prior to any agreement with the Union, the Employer shall pay to the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

ARTICLE XII - PRODUCTIVITY

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

ARTICLE XIII - COFFEE AND LUNCH BREAK

13.01 An employee will be allowed to have one coffee break of ten (10) minutes during each half of his working shift.

13.02 Regular day shift employees shall be allowed one-half hour lunch break between 11:30 a.m. and 1:30 p.m. except where different hours are being worked on a two or three shift operation. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break. It is understood that the Employer has the right to determine when employees shall take their lunch between the above hours.

ARTICLE XIV

14.01 The Employer agrees not to contract or sub-contract work coming within the jurisdiction of this Collective Agreement to contractors or sub-contractors other than those who are in contractual relations with the Union, provided that this shall not apply to:

- waterproofing
- supply of material and equipment
- testing

14.02 Article 14.01 shall not apply to placing of reinforcing steel in the event that the Union is unable to provide the required number of qualified steel installers or a qualified reinforcing steel contractor in contractual relations with the Union is not available.

ARTICLE XV - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

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

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15.02 The above shall not apply if the injury is attributable solely to the wilful misconduct of the employee.

ARTICLE XVI - DURATION OF AGREEMENT AND CONDITION OF AMENDMENT.

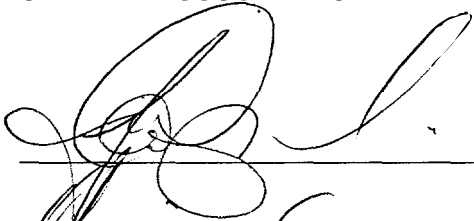
16.01 This Agreement shall be effective on the 1st day of May, 1991 and shall remain in effect until the 30th day of April 1992.

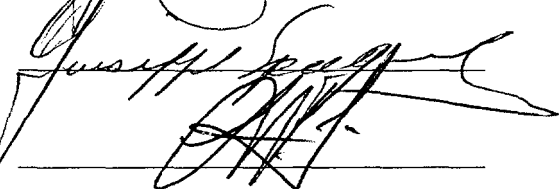
Should the Union or the Employer desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the termination of this Agreement. On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement. If no such notice is given, this Agreement shall be automatically renewed and remain in force from year to year from its expiration date.

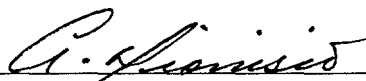
IN WITNESS WHEREOF the parties hereto have caused their duly **authorized** representatives to affix their signatures this day of , 1991.

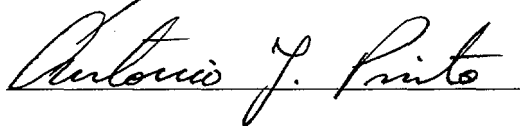
SIGNED ON BEHALF
OF THE ASSOCIATION

SIGNED ON BEHALF
OF THE UNION









SCHEDULE "A"

ARTICLE I - HOURS OF WORK AND OVERTIME

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

(b) All overtime work performed in excess of ten **(10)** hours per day, Monday to Friday, and all Saturday work, shall be paid at the rate of time and one-half the regular rate, save and except for work done on a shift basis, where shift premium will apply. Hours paid for travelling shall not be included for the purposes of computing overtime.

ARTICLE II - SHIFT PREMIUM

2.01 A shift premium of one dollar **(\$1.00)** per hour will be paid for work performed on a regularly scheduled second shift of employees coming within the bargaining unit of this Agreement.

ARTICLE III - VACATION WITH PAY

3.01 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, shall pay vacation and statutory holiday pay at the rate of ten percent **(10%)** of gross earnings on behalf of each employee covered by this Agreement or such like agreement and remit same monthly to the Labourers' International Union of North America, Local **183** Members' Holiday and Vacation Pay Fund together with a duly completed Employers' Report Form by the fifteenth **(15th)** day of the month following the month for which the payments are due. It is understood and agreed that the said ten percent **(10%)** of gross earnings is paid as both vacation pay and statutory holiday **pay**. The terms of the Labourers' International Union of North America, Local **183** Members' Holiday and Vacation Pay Fund are set out in a separate trust document which is hereby made part of this Agreement. Payments from the said fund are to be made to the employees in the first two **(2)** weeks of June and November in each year.

3.02 Interest on the contributions of all Employers to the said Fund which accrue to the Fund shall be returned to the Association after administration costs have been deducted.

ARTICLE IV - MAINTENANCE OF EXISTING RATES.

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

ARTICLE V - PAYMENT OF WAGES.

5.01 Employees shall be paid by cheque or cash at the option of the Employer no later than Thursday, on or before quitting time, of each week and the employees' pay shall be accompanied by a slip outlining all hours of work, overtime hours, travel allowance, vacation pay, deductions for income tax, unemployment insurance, pensions, working dues, monthly dues, etc., where applicable.

Upon any failure by the Employer to comply with such requirement, the Employer shall upon written demand from the Union pay an amount to the Union equivalent to twenty percent **(20%)** of the employees' pay up to a maximum of **\$1,000.00** as liquidated damages and not as a penalty for such breach and with seventy-five percent **(75%)** of such damages to be donated by the Union to a charity mutually selected by the parties hereto.

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

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

ARTICLE VI - TRAVELLING AND ROOM AND BOARD ALLOWANCE.

6.01 No travelling expenses will be paid on jobs located in the Metropolitan Toronto area.

6.02 For all jobs outside the geographical area described in paragraph **6.01** above, the following travelling expenses will apply:

(a) The Employer shall pay employees at straight time for all reasonable time spent in excess of one-half **(1/2)** hour travelling from the shop or assembly point to and from the job site. Hours paid for travelling shall not be included for the purposes of computing overtime entitlement.

It is further agreed and understood that the assembly point is to be within the Metropolitan Toronto area. This travelling time allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

(b) Employees who are required to use their own transportation will be paid **35¢** per road kilometre one way from the work site to the nearest point at the end of the boundary of the Metro area.

(c) It is understood if an Employer requires an employee to be out of town overnight, the Employer will provide, at his own expense, suitable room and board accommodation for the employee, or will pay the employee a daily allowance of **\$65.00** per day to a maximum of **\$325.00** for a five-day week and **\$390.00** for a six-day week.

6.03 If an Employer changes its practice on supplying transportation and/or reporting for work, the Employer will discuss such change with the Union before implementation.

ARTICLE VII - WELFARE, PENSION AND LEGAL PLAN COVERAGE.

7.01 The Employer agrees to pay the sum of eighty-five cents (**85¢**) for each hour worked into Local **183** Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, Legal Plan coverage or similar benefits for the employees covered by this Agreement, represented by Local **183**, as set out below:

(a) The parties hereto agree that, effective as of January 1, 1991, the collective agreement between them which expired on April 30, 1991 shall be amended to provide, and that from and after May 1, 1991 until the expiry of the renewal agreement between them, the renewal collective agreement shall also provide as follows:

(i) An amount of eighty cents (**80¢**) per hour for each hour worked by each employee represented by Local **183** shall be paid by the Employers to the Local **183** Members' Benefit Fund;

(ii) An amount of five cents (**5¢**) per hour for each hour worked by each employee represented by Local **183** shall be paid by the Employers to a pre-paid legal services trust fund established by Local **183** and jointly administered by an equal number of Employer and Union trustees and the parties agree to execute the trust agreement establishing the said pre-paid legal services trust fund;

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

7.02 The Employer agrees to pay one dollar and twenty cents (**\$1.20**) per hour for each hour worked by employees represented in the Collective Agreement by Local **183**, Labourers* International Union of North America, into the Labourers' Pension Fund of Central and Eastern Canada. Effective January **1992**, the above amount shall be increased to one dollar and thirty cents (**\$1.30**) per hour for each hour worked by the said employees. It is understood and agreed that the Pension Fund will be jointly and equally administered by Trustees representing management and Union.

7.03 Payments into the Welfare Fund and Pension Fund are to be made by the **15th** of the month following the month for which payment was made.

7.04 The parties hereto acknowledge that they are **familiar** with the contents of the Agreements and Declarations of Trust establishing the said Local **183** Members' Benefit Fund and Labourers' Pension Fund of Central and Eastern Canada and they agree to be bound by the terms and conditions of the said Agreements and Declarations as if original parties thereto and as if the same formed part of this Collective Agreement. In the event that any of the terms and conditions of the said Agreements and Declarations 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. The Chairman of the Board of Trustees shall notify each contractor signatory to this Collective Agreement, by registered mail, of **any** amendments or alterations to the said Agreements and Declarations.

7.05 Interest at the rate of two percent (**2%**) per month (**24%** per year) shall be charged from the due date on the Employer welfare, pension, vacation with **pay**, training contributions and dues deduction remittances unless the Employer has corrected such delinquency within five (**5**) days of being given written notice.

ARTICLE VIII - STATUTORY HOLIDAYS.

8.01 The following are **recognized** by the Employer as Statutory Holidays:

New Year's Day
 Good Friday
 Victoria Day
 Dominion Day
 Civic Day
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day

and any other holiday proclaimed as a holiday with pay by the Provincial or Federal Government.

Overtime at the rate of double the employee's current hourly rate shall be paid to all employees covered by this Agreement for all work performed on Sundays and on the Statutory Holidays listed above.

ARTICLE IX - LOCAL 183 MEMBERS TRAINING FUND AND INDUSTRY FUND

9.01 The parties agree to establish, in conjunction with others, the Local 183 Members Training Fund. The said Trust Fund shall be jointly and equally administered by Trustees representing management and Union and the said Board of Trustees shall be composed of at least:

- (a) Three members of the Union;
- (b) One representative from the Ontario Form Work Association;
- (c) One representative from the Metropolitan Toronto Apartment Builders Association;
- (d) One representative from the Employer.

9.02 The Employer and each employer bound by this Agreement, or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, shall contribute the sum of twenty-five cents (~~25¢~~) per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit same monthly to the Labourers' Local 183 Members Training Fund with a duly completed Employers' Report Form, by the fifteenth (**15th**) day of the month following the month for which the payments are due, and such monies shall be distributed as follows:

(a) the sum of fifteen cents (**15¢**) per hour for each hour worked by each employee covered by this Agreement, or such like Agreement, shall be retained by the Labourers' Local 183 Members Training Fund;

(b) the sum of ten cents (**10¢**) per hour for each hour worked by each employee covered by this Agreement or such like Agreement, shall be immediately paid to the Association by the Trustees of the Labourers* Local 183 Members Training Fund as each employer's contribution to the cost of negotiating and administering this Agreement.

9.03 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members Training Fund and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, amended or added to, then the parties to this Collective Agreement shall be bound by the same as if original parties hereto and as if the same formed part of this Collective Agreement. the Chairman of the Board of Trustees shall notify each contractor signatory to this Collective Agreement, by registered mail, of any amendment, or alterations to the said Agreement and Declaration.

ARTICLE X - INDUSTRY GRADING

10.01 The parties agree to establish a joint committee of two (2) representatives chosen by the Employers signatory hereto and two (2) representatives from the Union, for the purpose of issuing **recognized** identification cards noting employee classifications of either "form setter" or "crew leader" or such other classifications as the parties may hereafter agree upon.

10.02 The issuance of such cards will be based upon certifications given by the Employers signatory hereto and/or such criteria or standards as the said committee may adopt, from time to time.

10.03 It is agreed that the issuance of such cards shall not constitute a guarantee of employment in such classification.

ARTICLE XI - REPORTING TIME

11.01 Employees shall be paid reporting time of one hour when an employee reports for work at the normal starting time and no work is available for reasons other than inclement weather, unless the employee has been notified not to report.

11.02 If an employee is directed by his Employer to report to and he attends the job site and work is not available because of inclement weather he shall be paid reporting time of two (2) hours.

ARTICLE XII - WAGES, CLASSIFICATIONS AND BENEFITS (PER HOUR).

	<u>Wage Rate</u>	<u>Vacation Pay 10%</u>	<u>Welfare</u>	<u>Pension May 1/91 P&H&W</u>	<u>Training & Industry</u>	<u>Working Dues (Deductions)</u>	<u>Total Pack</u>
Crew Leader							
5 Feb 1, May 27, 1991	\$27.35	\$2.74	\$0.85	\$1.20	\$0.25	\$0.30	\$32.39
Jan. 1, 1992				\$1.30			\$32.49
Form Setter							
May 27, 1991	\$23.35	\$2.34	\$0.85	\$1.20	\$0.25	(\$0.30)	\$27.99
Jan. 1, 1992				\$1.30			\$28.09
Form Setter Helper							
May 27, 1991	\$22.35	\$2.24	\$0.85	\$1.20	\$0.25	(\$0.30)	\$26.89
Jan. 1, 1992				\$1.30			\$26.99
Labourer							
May 27, 1991	\$21.35	\$2.14	\$0.85	\$1.20	\$0.25	(\$0.30)	\$25.79 <i>Base</i>
Jan. 1, 1992				\$1.30			\$25.89 <i>Base</i>
Brush Coat Leader							
May 27, 1991	\$23.35	\$2.34	\$0.85	\$1.20	\$0.25	(\$0.30)	\$27.99
Jan. 1, 1992				\$1.30			\$28.09
Brush Coater							
May 27, 1991	\$21.35	\$2.14	\$0.85	\$1.20	\$0.25	(\$0.30)	\$25.79
Jan. 1, 1992				\$1.30			\$25.89
Steel Installer							
May 27, 1991	\$23.35	\$2.34	\$0.85	\$1.20	\$0.25	(\$0.30)	\$27.99
Jan. 1, 1992				\$1.30			\$28.09

SCHEDULE "B"

(a) The "Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters Local 230 and the Union.

(b) The "Sewer and Watermain Agreement." being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as the representative and agent of Teamsters Local 230 and the Union.

(c) The "Heavy Engineering Agreement" being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.

(d) The "Forming Agreement" being a Collective Agreement between the Ontario Form Work Association and the Form Work Council of Ontario.

(e) The "Apartment Builders Agreement" being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.

(f) The "House Builders Agreement" being a Collective Agreement between the Toronto Housing Labour Bureau and the Union.

(g) The "Carpentry Agreement" being a Collective Agreement between the Residential Framing Contractors' Association and the Union.

(h) The "Concrete and Drain Agreement" being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.

(i) The "Utilities Agreement" being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Union.

(j) The "Agreement Covering Building Restoration and Associated Work" being a Collective Agreement between a group of Contractors (Delso Restoration Limited) and Labourers' International Union of North America, Local 183.

MEMBERS OF THE RESIDENTIAL LOW RISE FORMING CONTRACTORS
ASSOCIATION OF METROPOLITAN TORONTO AND VICINITY

A.R.G. Construction Corporation
Alpha Concrete Forming Corporation Limited
Appia Construction Limited
Bay Forming Inc.
Camp Forming Limited
Canporita Forming Limited
Capri Forming Limited
Conbora Forming Inc.
Cedar Forming Limited
Erindale Concrete Forming Limited
Form Tech
Greenwall Forming Limited
Halton Forming Limited
JEV Contracting Limited
Lee **Rocca** Forming Limited
MCF Concrete forming Limited
Macwall Forming Inc.
Mur-Wall Forming Inc.
North Forming Limited
Orta Forming & Construction Limited
Parkwall Forming Limited
Peel Forming Limited
Poured Wall Corp. Limited
Procrete Forming
Ranac Forming Limited
Rockwell Concrete Forming Specialists Inc.
Solid Wall Concrete Forming Limited
Star Wall Concrete Forming Limited
Toronto Zenith Contracting **(1982)** Limited
Towne Concrete Forming Limited
Tru-Wall Group Limited
Via **Motta** Limited
451688 Ontario Limited