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

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

- and -

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

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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.

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

conditions thereof with respect to contracting or subcontracting restrictions.

1.04 The Union further agrees that work other than residential 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 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 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.

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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.

2.03 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.

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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 - 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 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

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

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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.

7.03 Subject to the rights of Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a joint health and safety committee shall be one of the last employees retained on any job provided that he is competent and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a Safety Representative on site,

R VIII - NO STRIKES, NO LOCKOUTS

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

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

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Union against any Employer which continues to perform work on the project.

8.03 Breach of Collective Agreement by Employer - In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the *Ontario Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the union for such conduct.

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 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.

9.09 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.

] I - 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 BR.]

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 - SUBCONTRACTING

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,

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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.

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, 1995 and shall remain in effect until the 30th day of April 1998.

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 1st day of Dec , 1995.

SIGNED ON BEHALF
OF THE ASSOCIATION

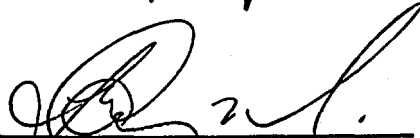
SIGNED ON BEHALF
OF THE UNION











SCHEDULE "A"

ARTICLE I - HOURS OF WORK AND OVERTIME

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1.01 (a) The standard hours of work for all employees shall be based on forty-four (44) hours per week Monday to Friday with a maximum of 12 hours per day.

(b). All overtime work performed in excess of twelve (12) 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

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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

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

Section 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 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) Any surplus balance will be split between the Union and the Association on a 50/50 basis and remitted to the Union and Association. If there is a deficit in the fund subsequent to the remittance of the surplus to the Union and the Association it is agreed that this deficit will be covered by any future surplus in the fund.

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

6.01 No travelling expenses will be paid on jobs located within the area described in Schedule "C".

6.02 For all jobs outside the geographical area described in Schedule "C", the following travelling expenses will apply:

(a) If Employers provide a company vehicle, eight dollars (\$8.00) per day (increased to ten dollars (\$10.00) per day effective May 1st, 1994).

(b) Notwithstanding Article 6.01, employees who are required to use their own transportation at the request of the Employer will be paid thirty-five cents (35¢) per road kilometre from the work site to the nearest point 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 AND PENSION

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7.01 The Employer agrees to pay the sum of One dollar (\$1.00) 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, or similar benefits for the employees covered by this Agreement, represented by Local 183, and to be increased as set out below:

Effective May 1st, 1996 - \$1.15 for each hour worked

Effective Nov. 1st, 1997 - \$1.25 for each hour worked

7.02 The Employer agrees to pay one dollar and sixty-two cents (\$1.62) 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 May 1st, 1997, the above amount shall be increased to one dollar and seventy-two cents (\$1.72) 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.

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Flat sum*

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,

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

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

7.07 Local 183 Members' Benefit Fund

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

ARTICLE VIII - PREPAID LEGAL PLAN

8.01 The Employer agrees to pay the sum of seven cents (70) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries,

8.02 The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal benefit Fund monthly, together with a duly completed employer's report form, by the 15th day of the month following the month for which the payment is due.

ARTICLE IX - STATUTORY HOLIDAYS

9.01 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

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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,

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ARTICLE X - LOCAL 183 MEMBERS TRAINING FUND AND INDUSTRY FUND

10.01 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.

10.02 Each Employer bound by this Agreement, or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, with effect from May 1st, 1995, shall contribute the sum of fifty cents (500) 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 twenty cents (20¢) 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) effective August 1st, 1995, the sum of thirty cents (30¢) 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.

If the Association determines that it requires more than thirty cents (30¢) per hour from each Employer, the Association shall notify the Union of any change in the amount required, in which case the Union shall pay the increased amount to the Association, and each Employer's contribution to the Labourers' Local 183 Members Training Fund shall be increased by a corresponding amount.

10.03 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.

10.04 The Employer shall increase its Industry Fund contributions due pursuant to this Article if the Residential Low-Rise Forming Contractors' Association notifies the Union and the Employer of an increase in Industry Fund requirements thirty (30) days before the effective date of the increase.

10.05 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 1, 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 Association. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

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

case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them."

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

ARTICLE XI - REPORTING TIME

11.01 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.

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

	<u>Wage Rate</u>	<u>Vacation Pay 10%</u>	<u>Welfare</u>	<u>Prepaid Legal</u>	<u>Pension</u>	<u>Ind. and Training</u>	<u>Total Package</u>
Crew Leader							
May 1, 1995	\$29.10	\$2.91	\$1.00	\$0.07	\$1.62	* \$0.50	\$35.20
May 1, 1996	29.20	2.92	1.15	0.07	1.62	0.50	35.46
May 1, 1997	29.35	2.94	1.15	0.07	1.72	0.50	35.73
Nov 1, 1997	29.50	2.95	1.25	0.07	1.72	0.50	35.99
Form setter							
May 1, 1995	\$25.10	\$2.51	\$1.00	\$0.07	\$1.62	* \$0.50	\$30.80
May 1, 1996	\$25.20	\$2.52	\$1.15	\$0.07	\$1.62	\$0.50	\$31.06
May 1, 1997	25.35	2.54	1.15	0.07	1.72	0.50	31.33
Nov 1, 1997	25.50	2.55	1.25	0.07	1.72	0.50	31.59
Form Setter Helper							
May 1, 1995	\$24.10	\$2.41	\$1.00	\$0.07	\$1.62	* \$0.50	\$29.70
May 1, 1996	\$24.20	\$2.42	\$1.15	\$0.07	\$1.62	\$0.50	\$29.96
May 1, 1997	24.35	2.44	1.15	0.07	1.72	0.50	30.23
Nov 1, 1997	24.50	2.45	1.25	0.07	1.72	0.50	30.49
Labourer							
May 1, 1995	\$23.10	\$2.31	\$1.00	\$0.07	\$1.62	* \$0.50	\$28.60
May 1, 1996	\$23.20	\$2.32	\$1.15	\$0.07	\$1.62	\$0.50	\$28.86
May 1, 1997	23.35	2.34	1.15	0.07	1.72	0.50	29.13
Nov 1, 1997	23.50	2.35	1.25	0.07	1.72	0.50	29.39
Brush Coat Leader							
May 1, 1995	\$25.10	\$2.51	\$1.00	\$0.07	\$1.62	* \$0.50	\$30.80
May 1, 1996	\$25.20	\$2.52	\$1.15	\$0.07	\$1.62	\$0.50	\$31.06
May 1, 1997	25.35	2.54	1.15	0.07	1.72	0.50	31.33
Nov 1, 1997	25.50	2.55	1.25	0.07	1.72	0.50	31.59
Brush Coater							
May 1, 1995	\$23.10	\$2.31	\$1.00	\$0.07	\$1.62	* \$0.50	\$28.60
May 1, 1996	\$23.20	\$2.32	\$1.15	\$0.07	\$1.62	\$0.50	\$28.86
May 1, 1997	23.35	2.34	1.15	0.07	1.72	0.50	29.13
Nov 1, 1997	23.50	2.35	1.25	0.07	1.72	0.50	29.39
Steel Installer							
May 1, 1995	\$25.10	\$2.51	\$1.00	\$0.07	\$1.62	* \$0.50	\$30.80
May 1, 1996	\$25.20	\$2.52	\$1.15	\$0.07	\$1.62	\$0.50	\$31.06
May 1, 1997	25.35	2.54	1.15	0.07	1.72	0.50	31.33
Nov 1, 1997	25.50	2.55	1.25	0.07	1.72	0.50	31.59

} Base

* Effective Aug. 1, 1995

ARTICLE XIII - SECURITY FOR PAYMENT OF WAGES, ETC.

13.01 Provided that the Agreement of the Association is first obtained, the Union may require any Employer bound by this Agreement, who is new to the industry or who has been repeatedly delinquent in making payments required by this Agreement, to pay to the Union a sum of no less than one hundred thousand dollars (\$100,000.00) or other form of security acceptable to the Union, which sum or security is to be held by it on account of the failure of the Employer to pay to the Union or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, union dues, travelling expenses, contributions to the Welfare Fund, Training Fund and Pension Fund, or any other payments or financial benefits payable to the Union or to or on behalf of the said employees in accordance with the terms and conditions of this Agreement. A Committee will be set up to work out a policy on Security for Payment of Wages. This Committee will comprise of two (2) persons from the Association and two (2) persons from the Union.

13.02 Upon an Employer failing to make any of the payments referred to in Schedule "A", the following procedure is to be followed:

- (a) The Union shall advise the Employer in writing of such alleged failure of payment and the union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four (24) hours after such agreement is reached;
- (b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of an agreement of the amount due, but the Employer fails to pay the said sum as aforesaid, then the union shall be entitled to pay out of said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund, or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an award, order, judgement, or decision entitling any of them to payment of any particular sums.
- (c) Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days of receipt of such written notification. If the Employer does not replenish the fund as aforesaid, then the provisions in

connection with the right to strike and picket shall be applicable, as well as Articles IV, V and VI of this Collective Agreement.

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

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

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.

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

(l) The "Bricklayer/Masonry Agreement" being a Collective Agreement between the Bricklayers, Masons Independent Union of Canada, Local 1 and The Masonry Contractors' Association of Toronto Inc. or the Collective Agreement between Labourers' International Union of North America, Local 183 and various independent masonry contractors.

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

- ✓ A.R.G. Construction Corporation
- ✓ Alpha Foundation Forming Corporation
- ✓ Appia Construction Limited
- ✓ Camp Forming Limited
- ✓ Canadian Concrete Forming Limited
- ✓ Cedar Forming Limited (Same as Greenwall)
- ✓ ~~Conhora Forming Limited~~ - INDEPENDENT - JUN 4 1996
- ✓ Ereddia Forming Limited
- ✓ Erindale Concrete Forming Limited
- ✓ Formcrete Ltd.
- ✓ Greenwall Forming Limited
- ✓ Halton Forming (1992) Ltd.
- ✓ Lee Rocca Forming Ltd.
- ✓ MCF Forming Contractors Inc.
- ✓ MCV Concrete Forming Ltd.
- ✓ Mur-Wall Concrete Forming
- ✓ Nebb Forming Ltd.
- ✓ Orta Forming & Construction Limited
- ✓ Peel Forming Limited
- ✓ Poured Wall Corp. Ltd.
- ✓ Ranac Forming Ltd.
- ✓ Royal Forming Limited
- ✓ Solid Wall Concrete Forming Ltd.
- ✓ Teskey Construction Co. Limited
- ✓ Toronto Zenith Contracting (1982) Ltd.
- ✓ Towne Concrete Forming Ltd.
- ✓ Tru-Wall Group Limited
- ✓ Unified Forming Ltd. (451688 Ontario Ltd.)
- ✓ York Concrete Forming
- ✓ Via Motta Limited (Same as MCV Concrete Forming Ltd.)

LETTER OF UNDERSTANDING NO. 1

The parties agree to meet and attempt to negotiate special rates and conditions for those employees who perform work on projects outside of Simcoe County and Ontario Labour Relations Board geographic area No. 8 and who reside outside of the said areas with such rates and conditions to be comparable to those rates and conditions prevailing in the Ontario Labour Relations Board geographic areas outside of Simcoe County and Ontario Labour Relations Board geographic area No. 8 for the class and character of work covered by this Agreement.

LETTER OF UNDERSTANDING NO- 2

The Low Rise Forming Association in conjunction with the Local 183 Training Centre is developing a Training Curriculum for its employees. It is understood tht Ergonomics Training will form part of said training.