

SOURCE	Union		
Eff.	2007	05	01
Term.	2010	04	30
No. of employees	3000		
Initial	KP		

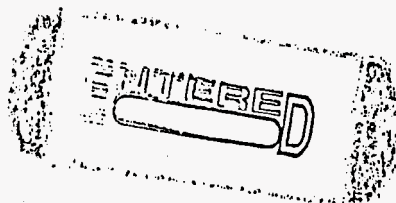
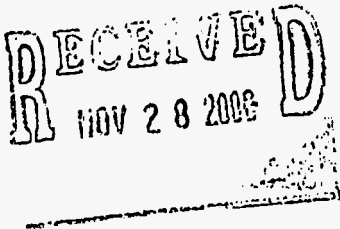
## COLLECTIVE AGREEMENT

BETWEEN:

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

- AND -

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



MAY 1<sup>st</sup>, 2007 TO APRIL 30<sup>th</sup>, 2010

**02749 (10)**

## TABLE OF CONTENTS

COLLECTIVE AGREEMENT  
BETWEEN  
THE RESIDENTIAL LOW RISE FORMING CONTRACTORS ASSOCIATION OF METROPOLITAN  
TORONTO AND VICINITY  
- AND -  
UNIVERSAL WORKERS UNION, L.I.U.N.A LOCAL 183

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ARTICLE 1 – Recognition .....	1
ARTICLE 2 – Union Security & Check-Off Of Union Dues.....	2
ARTICLE 3 – Management Rights .....	3
ARTICLE 4 – Grievance Procedure.....	4
ARTICLE 5 – Arbitration .....	4
ARTICLE 6 – Management And Union Grievances.....	6
ARTICLE 7 – Business Representative And Shop Steward .....	6
ARTICLE 8 – No Strikes, No Lockouts.....	6
ARTICLE 9 – Safe Working Conditions.....	7
ARTICLE 10- Government Legislation .....	8
ARTICLE 11- Statutory Holidays, Vacation Allowance, Hours Of Work And Wage Rates, Etc. ....	9
ARTICLE 12- Productivity.....	9
ARTICLE 13- Coffee and lunch break.....	9
ARTICLE 14- Sub-contracting.....	9
ARTICLE 15- Reinstatement Of Employees Upon Return From An Industrial Accident .....	10
ARTICLE 16- Clarity Note .....	10
ARTICLE 17- Duration Of Agreement And Condition Of Amendment .....	11

### SCHEDULE “A”

Article 1 – Hours of Work and Overtime .....	12
Article 2 – Shift Premium.....	12
Article 3 – Vacation with Pay.....	12
Article 4 – Maintenance of Existing Rates .....	13
Article 5 – Payment of Wages .....	14
Article 6 – Travelling and Room and Board Allowance .....	14
Article 7 – Welfare, Long Term Care, Camping Ground, Pension and Labourers’ Central and Eastern Canada Organizing Fund (CECOF) .....	15
Article 8 – Prepaid Legal Plan.....	17
Article 9 – Statutory Holidays .....	17
Article 10 – Local 183 Members Training Fund and Industry Fund .....	18
Article 11 – Reporting Time.....	20
Article 12 – Wages Classifications and Benefits (per hour).....	21
Article 13 – Security for Payment of Wages, Etc.....	23
Article 14 – Letter of Credit.....	24

### SCHEDULE “B”

Cross-Over Agreements.....	26
----------------------------	----

### **SCHEDULE “C”**

Members of the Residential Low Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity.....	28
-------------------------------------------------------------------------------------------------------------------	----

### **SCHEDULE “D”**

Map .....	29
-----------	----

### **SCHEDULE “E”**

Notice of Project Start.....	30
------------------------------	----

### **LETTERS OF UNDERSTANDING**

No. 1 – Special Rates and Conditions.....	31
No. 2 – Ergonomics Training.....	32
No. 3 – Trainee or Apprenticeship.....	33
No. 4 – Name of the Union .....	34
No. 5 – New or Existing Entities .....	35
No. 6 – No Strike – No Lockout Agreement .....	36
No. 7 – Drivers and Equipment Operators.....	39
No. 8 – Union Dues .....	40
No. 9 – Establishment of Industry Development Fund.....	41
No. 10 – Health & Safety.....	42
No. 11 – Health & Safety Training.....	43
No. 12 – Brush Coating .....	45
No. 13 – Appointment of Health and Safety Representatives .....	46

### **APPENDIX “A”**

Enforcement System.....	47
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THIS AGREEMENT made and entered into the 1<sup>st</sup> day of May, 2007.

BETWEEN:

**THE RESIDENTIAL LOW RISE FORMING CONTRACTORS' ASSOCIATION  
OF METROPOLITAN TORONTO AND VICINITY  
(hereinafter called the "Employer")**

OF THE FIRST PART

- and -

**UNIVERSAL WORKERS UNION, L.I.U.N.A. 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 1 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 recognized the Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity as the Accredited Employers' Organization and as the sole and exclusive bargaining agent for all employers which are members of the Association and all other employers for whom the Association has authority to bargain, pursuant to the Accreditation Order, or otherwise, in the Ontario Labour Relations Board (O.L.R.B.) Geographic Areas set out and/or covered by this Agreement;

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

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

**ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction employees including all employees engaged in concrete forming, and all work incidental thereto, save and except non-working foremen, those above the rank of non-working foreman, security guards, office, clerical and engineering staff in O.L.R.B. Area Nos. 8, 9, 10, and 18.

1.02 The specific provisions set out in this Agreement for terms and conditions of work 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. Such provisions shall also apply to other concrete forming constructions except where other collective agreements specifically incorporated within the general terms of this Collective Agreement, and as referred to in Article 1.03 below and Schedule "B" attached hereto, prohibits such application and in which case the provisions of such other collective agreements shall apply.

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 sub-contracting 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 geographic area of this Agreement and requires employees or members of the Union who would otherwise be 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 geographic jurisdiction of the Agreement for all work performed.

1.06 Each Employer bound to this Agreement shall notify the Union, in writing on the prescribed form attached as Schedule "E", of each project upon which it works. Such notice shall be provided at the time work commences on the project and shall include the following information:

- (a) The name of the builder; and
- (b) The project name and location.

## **ARTICLE 2 - 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 1 above, be required as a condition of employment, to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first (1<sup>st</sup>) pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15<sup>th</sup>) 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.

**CLARITY NOTE:** For the purpose of clarity, it should be noted that the wage rates 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.

### **ARTICLE 3 - 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 or in a manner which is arbitrary, discriminatory or in bad faith.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

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

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

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

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Employer in writing by the aggrieved employee and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) days 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 5 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 forty-five (45) days after the circumstances giving rise to such grievances became known or ought reasonably to have become known to the Union. It is further understood that such grievances may be retroactive to the first (1<sup>st</sup>) day of the alleged violation.

#### **ARTICLE 5 - ARBITRATION**

5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 4 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 (1) person appointed by the Employer, one (1) person appointed by the Union and a third (3<sup>rd</sup>) person to act as Chairman chosen by the other two (2) 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 (3<sup>rd</sup>) 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 4 and 5 is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

5.09 In addition to the above noted procedures, a grievance arising out of any provision of this Collective Agreement may be referred to the expedited arbitration procedures established by the Local 183 Expedited Enforcement System, attached hereto as Appendix "A". It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement System form part of this Collective Agreement and the terms and conditions of the Local 183 Expedited Enforcement System, along with any other part of this Collective Agreement, may be interpreted and applied by an arbitrator or board of arbitration with jurisdiction arising out of this Collective Agreement, the Local 183 Expedited Enforcement System, or the Ontario *Labour Relations Act*.



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

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

6.02 A Union grievance which is defined as an alleged violation of this Agreement involving 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 4 – Grievance Procedure, and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

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

7.01 The Business Representative of the Union shall have access to all working areas in which the Employer is working during working hours, but in no case shall his visits interfere with the progress of the work. 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 (1) 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 (1) working day, the Union Steward, all other things being equal, shall be one (1) of the last two (2) 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 lay-offs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a Joint Health and Safety Committee shall be one of the last employees retained on any job provided that he is **competent** and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a Safety Representative on site.

## **ARTICLE 8 - NO STRIKES, NO LOCKOUTS**

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

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

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 9 - 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 program 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, up to a maximum of three hundred dollars (\$300.00), for each employee, for the loss of tools related to his job, clothing and other personal property, due to fire or theft in the area or areas designated for storage of such items. The employee may be required to provide a written and signed statement setting out 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.

9.10 **Forms Over 8 Feet:** The Employer shall pay effective January 1, 2007 twenty-five dollars (\$25.00) per employee per day when the drew that the employee is working with is required to carry forms in excess of eight (8) feel on that day, provided that the crew works in excess of three (3) hours on that day.

9.11 Employees will not be required to move or handle forms which are twelve (12) feet in length or longer. Such forms must be moved and handled by crane or other appropriate mechanical lifting devices.

9.12 The Employer has the right to bar any employee from a job site without pay if he reports for duty without wearing protective items required by the *Occupational Health and Safety Act* such as his safety helmet and safety boots, etc.

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

## ARTICLE 10 - GOVERNMENT LEGISLATION

10.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal 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 11 - 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 increase 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 increase paid prior to any agreement with the Union.

## **ARTICLE 12 - PRODUCTIVITY**

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

## **ARTICLE 13 - COFFEE AND LUNCH BREAK**

13.01 An employee will be allowed to have one (1) coffee break of ten (10) minutes during each half of his working shift.

13.02 Regular day shift employees shall be allowed one-half (1/2) hour lunch break between 11:30 a.m. and 1:30 p.m. except where different hours are being worked on a two (2) or three (3) 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 14 - SUB-CONTRACTING**

14.01 The Employer agrees not to contract or sub-contract work coming within the jurisdiction of this Collective Agreement, save and except the work set out below:

- waterproofing
- supply of material and equipment
- testing

It is agreed that any Employer that violates this Article by contracting or sub-contracting work shall pay, as a specific penalty, the amount of twenty-five thousand dollars (\$25,000.00) for each contract or sub-contract and two thousand dollars (\$2,000.00) per basement so contracted or sub-contracted.

It is agreed that any Employer that accepts a contract or sub-contract from any employer for work which should not have been contracted or sub-contracted under the terms of this Agreement shall pay, as a specific penalty, the amount of twenty-five thousand dollars (\$25,000.00) for each contract or sub-contract and two thousand dollars (\$2,000.00) per basement so contracted or sub-contracted.

The specific penalties shall be divided equally and paid to one (1) charity chosen by the Union and one charity chosen by the Association.

Effective July 1<sup>st</sup>, 2007, it is also agreed that an Employer shall not contract or sub-contract to a separate corporation, owned wholly or in part, by the Employer.

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

14.03 With respect to all other work generally covered by this Collective Agreement, but which is specifically covered by the terms and provisions of any collective agreement referred to in Article 1.03 and set out in Schedule "B" hereto, the Employer agrees that the sub-contracting provisions set out in those collective agreements will apply.

14.04 Notwithstanding Article 14.01 above, brush coating may be contracted or sub-contracted to contractors or sub-contractors in contractual relations with the Union.

## **ARTICLE 15 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM AN 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 4, 5, and 6 of this Agreement.

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

## **ARTICLE 16 - CLARITY NOTE**

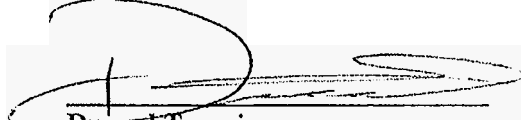
16.01 The parties agree where the masculine pronoun appears in this Agreement or any Letters of Understanding forming part of this Agreement, it shall be construed as including the feminine pronoun.

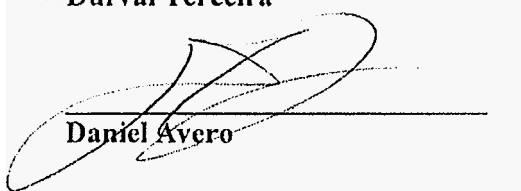
**ARTICLE 17 - DURATION OF AGREEMENT AND CONDITION OF AMENDMENT ( )**

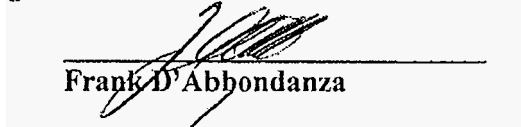
17.01 The term of this Collective Agreement shall be from May 1<sup>st</sup>, 2007 to April 30<sup>th</sup>, 2010 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Collective Agreement within one hundred and twenty (120) days of April 30<sup>th</sup>, 2010 or in any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30<sup>th</sup>, 2010 in accordance with the terms of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard Collective Agreement with the Residential Low Rise Forming Contractors' Association.


**IN WITNESS WHEREOF** the parties hereto have caused their duly authorized representatives to affix their signatures this 3<sup>rd</sup> day of October, 2007.

**FOR THE: UNION**

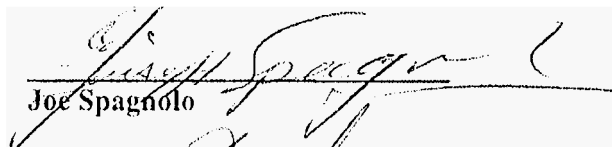
  
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Daniel Averó

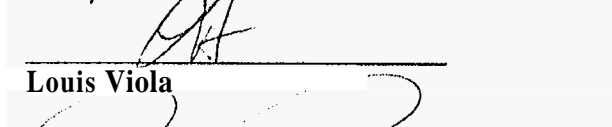
  
Frank D'Abbondanza

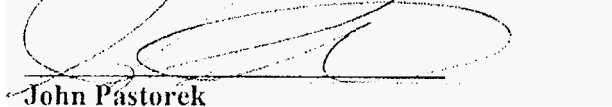
  
Luis Camara

**FOR THE: ASSOCIATION**

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

## **SCHEDULE "A"**

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

#### **1.01**

- (a) The Standard hours of work for all employees shall be based on forty-six (46) hours per week Monday to Friday with a maximum of twelve (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.
- (c) For the purposes of determining overtime, hours paid for travelling shall not be included in computing hours worked. Where employees receive a shift premium, such premium shall form part of the "regular rate" for the purposes of determining the overtime rate.

### **ARTICLE 2 - 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 (2<sup>nd</sup>) shift of employees coming within the bargaining unit of this Agreement.

### **ARTICLE 3 - 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' Contribution Report Form by the fifteenth (15<sup>th</sup>) 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 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 29<sup>th</sup> 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 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 balance which remains is to be used to fund the Labour Management Job Promotion Fund referred to in the Collective Agreement between The Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and Labourers’ International union of North America, Local 183.”

#### **ARTICLE 4 - 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.

4.02 It is understood and agreed that when an employee works in an O.L.R.B. Area (including O.L.R.B. Areas not otherwise referred to herein), in which he does not regularly work, all terms and conditions set out in this Collective Agreement will be maintained and the employee will continue to receive his wage rate, hours of work and fringe benefits, as provided for in this Collective Agreement and that are applicable in the O.L.R.B. Area in which he regularly works, unless the employee is working in a O.L.R.B. Area where such terms and conditions are specifically governed by a Schedule forming part of this Collective Agreement and which provides for more beneficial terms and conditions for the employee, in which case the more beneficial terms and conditions shall apply.



4.03 The Employer will provide an employee with notice in writing and a copy to the **Union**, in the event the employee is demoted and receives a lower wage.

## **ARTICLE 5 - 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 employee's 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 one thousand dollars (\$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 (2) hours notice or two (2) 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.

5.04 **Piecework Prohibited:** An Employer shall not pay or compensate its employees on the basis of piecework or on the basis of the number of units, linear feet, or square footage produced rather than time spent on production. Without restricting the generality of the foregoing, an Employer may not engage in any type of scheme or arrangement which results in compensation paid on the basis of piecework rather than time spent in completing the work covered by the Collective Agreement.

## **ARTICLE 6 - TRAVELLING AND ROOM AND BOARD ALLOWANCE**

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

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

- (a) If Employers provide a company vehicle, thirteen dollars (\$13.00) per day, effective May 1, 2007;

- (b) Notwithstanding Article 6.01, employees who are required to use their own transportation at the request of the Employer will be paid thirty-eight cents (\$0.38) per road kilometer 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 eighty-five dollars (\$85.00) per day to a maximum of four hundred and twenty-five dollars (\$425.00) for a five-day week and five hundred and ten dollars (\$510.00) 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 7 - WELFARE, LONG TERM CARE, CAMPING GROUND, PENSION, AND LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)**

##### **7.01**

- (a) **Welfare:** The Employer agrees to pay the following contributions 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 per hour as set out below:

Effective May 1, 2006 - one dollar and ninety-five cents (\$1.95);

Effective May 1, 2008 - two dollars (\$2.00); and

Effective May 1, 2009 - two dollars and ten cents (\$2.10).

- (b) **Long Term Care:** In addition to the amounts noted the Employer agrees to pay sixty cents (\$0.60) per hour, as part of the benefit remittances based on all hours earned, into the Local 183 Members' Benefit Fund for the purposes of purchasing benefits for Long Term Care.

- (c) **Camping Ground:** In addition to the amounts noted the Employer agrees to pay twenty cents (\$0.20) per hour, as part of the benefit remittances based on all hours earned, into the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for a Camping Ground.

7.02 Payments into the Welfare Fund, Long Term Care, Camping Ground and Pension Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which payment was made.

7.03        **Pension:** The Employer agrees to pay the following amounts per hour for each hour earned by employees represented in the Collective Agreement by Universal Workers Union, L.I.U.N.A. Local 183, into the Labourers' Pension Fund of Central and Eastern Canada:

- (a)        Effective May 1, 2007 four dollars and eighty-five cents (\$4.85) per hour for each hour earned by the said employees;
- (b)        Effective May 1, 2008, the above amount shall be increased to five dollars and five cents (\$5.05) per hour for each hour carried by the said employees;
- (c)        Effective May 1, 2009, the above amount shall be further increased to five dollars and thirty-five cents (\$5.35) per hour for each hour earned 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.

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

- (a) Effective May 1, 2007, the Employer shall pay fifteen cents (\$0.15) for each hour worked;
- (b) Effective May 2, 2008, the Employer shall pay twenty-five cents (\$0.25) for each hour worked.

7.05        Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, 1835 Yonge Street, Suite 700, Toronto, Ontario M4S 1X8. The Employer may remit both of these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the hours were worked.

7.06        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.

7.07        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.

7.08           **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.

7.09           **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 Association, 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 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 8 - PREPAID LEGAL PLAN**

8.01           The Employer agrees to pay the sum of ten cents (\$0.10)) 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 Contribution Report Form, by the *fifteenth (15<sup>th</sup>)* day of the month following the month for which the payment is due.

## **ARTICLE 9 - 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	

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 10 - 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 the 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 1, 2007, shall contribute the sum of one dollar and seventy-five cents (\$1.75) per hour for each hour worked by each employee covered by this Agreement or such like agreement, and shall remit the same monthly to the Labourers' Local 183 Members Training Fund with a duly completed Employers' Report Form, by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due, representing the combined contributions for the Local 183 Members Training Fund and the Association's Industry Fund. Such monies shall be distributed as follows:

- (a) **Training Fund** -- The sum of twenty cents (\$0.20) 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) **Industry Fund** -- Effective May 1, 2007, the sum of one dollar and fifty-five cents (\$1.55) 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 one dollar and fifty-five (\$1.55) per hour from each Employer, the Association shall notify the Union of any change in the amount required, in which each Employer's contribution under this Article shall be increased by a corresponding amount and such increased amounts shall be forwarded to the Association by the Trustees.

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 1<sup>st</sup> day of May, 1977 establishing the 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 The parties agree that in accordance with its stated purposes, the Union's Training Fund, in addition to its standard functions and responsibilities does, and is entitled to, engage in outreach, lobbying and promotional activities concerning and relating to the overall promotion and welfare of training and a trained workforce for the low rise forming industry and the broader construction industry of which the low rise forming industry is a part.

10.07 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 fund set out in this Collective Agreement or which may be established hereafter by the Union, by transferring any portion of the contribution required to be made to any particular employee benefit Fund (now existing or existing in the future other than the Vacation Pay Fund and the Industry Fund) to any other employee benefit fund provided that there shall be no increase in the total monetary contributions required to be made under this Collective Agreement.

## ARTICLE 11 - 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 provided the employee remains on the job site for one (1) hour after his designated starting time in order to determine whether the weather will change to allow work.

11.02 If the employees are able to work the rest of the day due to a change in weather, the employees will be paid for the time they waited at the job site.

## ARTICLE 12 - WAGES CLASSIFICATIONS AND BENEFITS (PER HOUR)

The hourly compensation package for all employees covered by this Collective Agreement will increase as follows:

(a) \$1.30 per hour, as of May 1<sup>st</sup>, 2007;

(b) \$1.30 per hour, as of May 1<sup>st</sup>, 2008;

(c) \$1.40 per hour, as of May 1<sup>st</sup>, 2009

Classification	Effective Date	Wages	Vacation Pay	Pension Plan	CECOF	Health Benefits	Long term Care	Camping Ground	Pre-paid Legal	Industry Fund	Training Fund	Total Package
Crew Leader	May 1, 2007	\$36.28	\$3.63	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$49.51
	May 1, 2008	\$37.13	\$3.71	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$50.79
	May 1, 2009	\$38.03	\$3.80	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$52.18
Form Setter	May 1, 2007	\$32.28	\$3.23	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.11
	May 1, 2008	\$33.13	\$3.31	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$46.39
	May 1, 2009	\$34.03	\$3.40	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$47.78
Form Setter Helper	May 1, 2007	\$31.28	\$3.13	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$44.01
	May 1, 2008	\$32.13	\$3.21	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.29
	May 1, 2009	\$33.03	\$3.30	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$46.68
Labourer	May 1, 2007	\$30.28	\$3.03	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$42.91
	May 1, 2008	\$31.13	\$3.11	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$44.19
	May 1, 2009	\$32.03	\$3.20	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.58
Brush Coat Leader	May 1, 2007	\$32.28	\$3.23	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.11
	May 1, 2008	\$33.13	\$3.31	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$46.39
	May 1, 2009	\$34.03	\$3.40	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$47.78
Brush Coat	May 1, 2007	\$30.28	\$3.03	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$42.91
	May 1, 2008	\$31.13	\$3.11	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$44.19
	May 1, 2009	\$32.03	\$3.20	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.58
Steel Installer	May 1, 2007	\$32.28	\$3.23	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.11
	May 1, 2008	\$33.13	\$3.31	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$46.39
	May 1, 2009	\$34.03	\$3.40	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$47.78



## ARTICLE 12 - WAGES CLASSIFICATIONS AND BENEFITS (PER HOUR) CONTINUED

12.01 **Boom Truck, Roll Off and Slinger Drivers:** Commencing May 1<sup>st</sup>, 2007, any new Boom Truck, Roll Off or Slinger Driver will be covered by the terms and conditions set out in this Collective Agreement, except that their hours of work, for the purpose of determining overtime will be fifty-five (55) hours, Monday to Friday.

12.02 The aforementioned drivers shall be paid the same rate as a Labourer under this Collective Agreement.

12.03 With respect to Boom Truck, Roll Off or Slinger Drivers employed by an Employer under this Collective Agreement as of May 1<sup>st</sup>, 2007, the following shall apply:

(a) All Union members employed in these positions shall be grandfathered, such that their existing hours of work and their wage rates will be maintained;

(b) All non-Union employees employed in these positions shall be brought into the Union, and covered by the full terms and conditions set out in this Collective Agreement, including 12.01 above, no later than April 30, 2009; and

(c) There will be an exception such that management staff may drive the vehicles mentioned above from time to time, but this will not result in any lay-off.

Classification	Effective Date	Wages	Vacation Pay	Pension Plan	CECOF	Health Benefits	Long term Care	Camping Ground	Pre-paid Legal	Industry Fund	Training Fund	Total Package
Boom Truck Driver	May 1, 2007	\$30.28	\$3.02	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$42.90
	May 1, 2008	\$31.13	\$3.11	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10			
	May 1, 2009	\$32.03	\$3.20	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.58
Roll Off Driver	May 1, 2007	\$30.28	\$3.02	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$42.90
	May 1, 2008	\$31.13	\$3.11	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10			
	May 1, 2009	\$32.03	\$3.20	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.58
Slinger Driver	May 1, 2007	\$30.28	\$3.02	\$4.85	\$0.15	\$1.95	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$42.90
	May 1, 2008	\$31.13	\$3.11	\$5.05	\$0.25	\$2.00	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$44.19
	May 1, 2009	\$32.03	\$3.20	\$5.35	\$0.25	\$2.10	\$0.60	\$0.20	\$0.10	\$1.55	\$0.20	\$45.58

## ARTICLE 13 - 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 (\$1 00,00.00) which shall be in addition to the letter of credit or security required in Article 14, 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 consist 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 each 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 any 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 4, 5 and 6 of this Collective Agreement.

- (d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of the financial benefits referred to in 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.

#### **ARTICLE 14 - LETTER OF CREDIT**

14.01 Effective May 1, 2000, the Union and the Association shall require any Employer bound, or who wishes to become bound, by this Agreement, or is obliged, or wishes, to apply the terms of this Agreement (either as a direct signatory to or by virtue of a cross-over clause or other clauses, contained within any other Collective Agreement or Memorandum of Agreement with the Union) and is performing or is intending to perform work covered by the Collective Agreement, to post a letter of credit payable to the Union for a sum of not less than one hundred thousand dollars (\$100, 000.00) or to provide the Union such other form of security that is acceptable to the Union and the Association in the same amount. The letter of credit or security is to be held by the Union on account of the failure of the employer to pay the Union or to or on behalf of any of the employees covered by this Collective Agreement, any wages, vacation pay, union dues, travelling expenses, contributions to welfare funds, training funds, pension funds or any other payments or financial benefits payable to the Union or to or on behalf of the said employees or damages in accordance with the provisions and conditions of this Collective Agreement.

14.02 Upon an Employer failing to make any of the payments referred to in Schedule "A", or elsewhere in the Agreement, or any amounts arising out of an arbitration award or Minutes of Settlement, 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 letter of credit or security 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 letter of credit or security by payment of an amount equal to the amount so paid out, within a period of ten (10) working days of receipt of such written notification. If the Employer does not replenish the letter of credit or security as aforesaid, then Articles 14.03 and 14.04 below shall apply;
- (d) In the event of the bankruptcy or insolvency of the Employer, the said letter of credit or security 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 letter of credit or security 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.

14.03' It is agreed that an Employer's right to perform work covered by this Collective Agreement is contingent upon the Employer posting a letter of credit or security in accordance with Article 14.01 and/or replenishing the letter of credit or security in accordance with Article 14.02.

14.04 If the Employer refuses or fails to post a letter of credit or security, in accordance with Article 14.01 or fails or refuses to replenish the letter of credit or security in accordance with Article 14.02, the Union and/or Association may file a grievance and thereafter proceed to arbitration or take any other legal action under the *Labour Relations Act* against the Employer, to enforce compliance with this Article.

## **SCHEDULE "B"**

### **CROSS- OVER AGREEMENTS**

- (a) The **"Roads Agreement"**, being a collective agreement between the Toronto and Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Union Local 230 and the Union.
- (b) The **"Sewer and Watermain Agreement"**, being a collective agreement between the Greater Toronto Sewer and Watermain Contractors' Association and A Council Trade Unions acting as the representative and agent of Teamsters' Local 230 and Union.
- (c) The **"Heavy Engineering Agreement"**, being a collective agreement between the Heavy Construction Association of Toronto and the Union.
- (d) The **"Forming Agreement"**, being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- (e) The **"Apartment Builders' Agreement"**, being a collective agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- (f) The **"House Builders' Agreement"**, being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union.
- (g) The **"Carpentry Agreement"** being a Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity and the Union.
- (h) The **"Concrete & Drain Agreement"**, being a collective agreement between the Ontario Concrete & Drain Contractors' Association and the Union.
- (i) The **"Utilities Agreement"**, being a collective agreement between the Utilities Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated locals.
- (j) The **"Agreement Covering Building Restoration and Associated Work"** being a Collective Agreement between the Building Restoration and Associated Work Contractors and the Union.
- (k) The **"Landscaping Agreement"**, being a collective agreement between certain landscaping contractors in Ontario Labour Relations Board Areas Nos. 8 and 18 and the Union.
- (l) The **"Bricklaying/Masonry Agreement"**, being a collective agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity which is binding upon the Union.

(m) The “**Marble, Tile, Terrazzo & Cement Masons Agreement**”, being a collective agreement between various independent tile, terrazzo and cement masons contractors and the Union.

(n) The “**Residential Plumbing Agreement**” being a collective agreement between various independent plumbing contractors and the Union.

(o) The “**High Rise Trim Collective Agreement**” being a collective agreement between Local 183 and the Residential Carpentry Contractors’ Association of Greater Toronto.

(p) The “**Low Rise Trim Collective Agreement**” being a collective agreement between various independent low rise trim contractors and the Union.

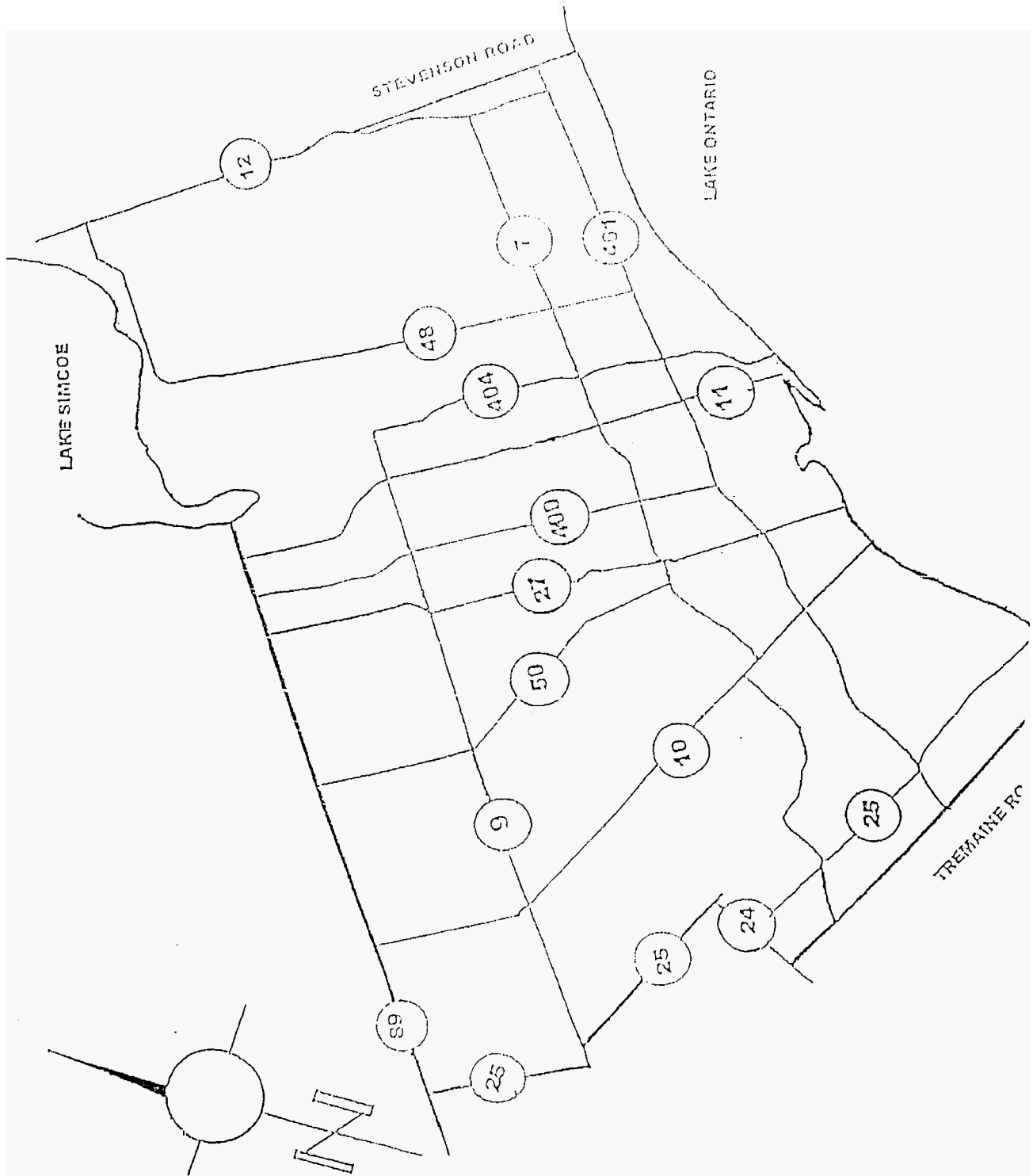
(q) The “**Residential Gas Fitters Collection Agreement**” being a collective agreement between various independent gas fitting companies and the Union.

## **SCHEDULE "C"**

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

A.C. Concrete Forming Ltd.  
A.R.G. Construction Corporation  
Bay Forming Inc. (dormant)  
Camp Forming Limited  
Canadian Concrete Forming Limited  
Cedar Forming Limited  
Conbora Forming Limited  
Ereddia Concrete Walls Ltd.  
Formcrete (1994) Ltd.  
Greenwall Forming Limited  
Halton Forming (1992) Ltd.  
Lee Rocca Forming Limited  
MCF Forming Contractors Inc.  
MCV Concrete Forming Ltd. (has been changed to North Forming Limited)  
Maple Leaf Concrete Forming  
Metro Forming Ltd.  
Mur-Wall Concrete Forming  
Nebb Forming Ltd.  
North Forming Limited  
Orta Forming & Construction Limited  
Peel Forming Limited (dormant)  
Poured Wall Corp. Ltd.  
Pro Forming (dormant)  
Solid Wall Concrete Forming Ltd.  
Teskey Construction Co. Limited  
Toronto Zenith Contracting (1982) Limited (dormant)  
Towne Concrete Forming Limited  
Tru-Wall Group Limited (dormant)  
675602 Ontario Limited (has been changed to Ereddia Concrete Walls Ltd.)  
Vaughan Forming Inc.

# SCHEDULE "D" MAP





## SCHEDULE "E"

### NOTICE OF PROJECT START LOW RISE FORMING

Low Rise Forming Contractor: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

<b>Builders/Developer:</b> (Name of Builder & Project Name)	
<b>Location of Project:</b> (Intersection and/or address, if available)	
<b>Municipality</b> (If known): <b>Municipality</b> (If known):	

Please send notice to:

Attention: Luis Camara  
Universal Workers Union, L.I.U.N.A. Local 183  
1263 Wilson Avenue, Toronto, Ontario M3M 3G3  
Tel: (416) 241-1183; Fax: (416) 241-9845

## LETTER OF UNDERSTANDING NO. 1

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, I.L.U.N.A. Local 183  
(the "Union")

### *RE: Special Rates and Conditions*

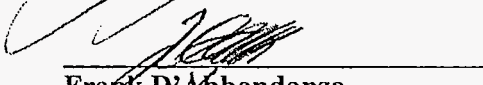
The parties agree to meet and attempt to negotiate special rates and conditions for those employees who perform work on projects outside of Simcoe County and Ontario Labour Relations Board geographic area No. 8 and who reside outside of the said areas with such rates and conditions to be comparable to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

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: **UNION**

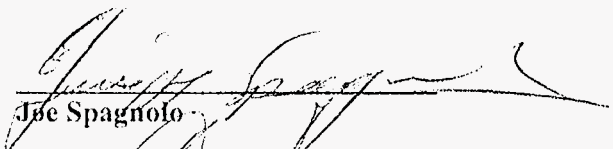
  
Durval Terceira

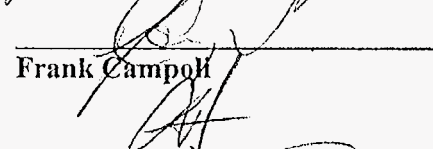
  
Daniel Ayero

  
Frank D'Abbondanza

  
Luis Camara

FOR THE: **ASSOCIATION**

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

LETTER OF UNDERSTANDING NO. 2

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

***RE: Ergonomics Training***

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

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: UNION

  
Durval Terceira

  
Daniel Ayero

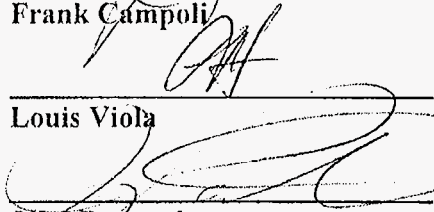
  
Frank D'Abbondanza

  
Luis Camara

FOR THE: ASSOCIATION

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

LETTER OF UNDERSTANDING NO. 3

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity

(the "Association")

-and-

Universal Workers Union, I.L.U.N.A. Local 183

(the "Union")

***RE: Trainee or Apprenticeship***

The Employer may hire a trainee, who shall be a person new to the industry on the following terms and conditions:

1. The Employer notifies the Union of the hiring of a trainee who shall obtain a referral slip from the Union and shall join the Union no later than the first (1<sup>st</sup>) Saturday after he commences work;
2. An Employer may hire one trainee per crew with a maximum of not more than two (2) trainees for every ten (10) employees, excluding working foremen;
3. All trainees will be laid off prior to the lay-off of any other employees;
4. An individual shall be classified as a trainee for four (4) months;
5. The wages payable to a trainee shall be as follows:
  - i) for the first (1<sup>st</sup>) month sixty percent (60%) of the regular wage rate
  - ii) for the last three (3) months ninety percent (90%) of the regular wage rate
  - iii) for all four (4) months, vacation pay and benefits shall apply as per the Collective Agreement.

All other language as per status quo. Accepted as previously agreed to changes reached between the parties.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007

FOR THE: UNION

Durval Terceira

Daniel Ayero

Frank D'Abbondanza

Luis Camara

FOR THE: ASSOCIATION

Joe Spagnolo

Frank Campoli

Louis Viola

John Pastorek

**LETTER OF UNDERSTANDING NO. 4**

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

***RE: Name of the Union***

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




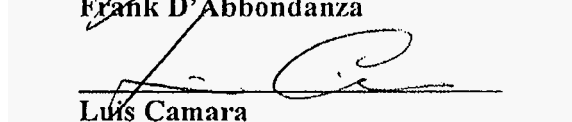
The Employer agrees that upon written notice from the Union that it has formally changed its name, the Union, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under the Collective Agreement and otherwise, be the successor to Universal Workers Union, L.I.U.N.A. Local 183.

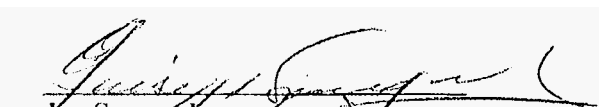


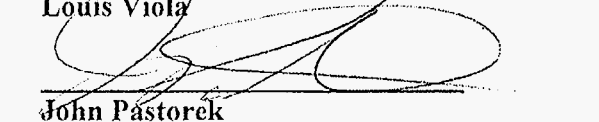
The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007

FOR THE: **UNION**

FOR THE: **ASSOCIATION**

  
Durval Terceira  
  
Daniel Ayero  
  
Frank D'Abbondanza  
  
Luis Camara

  
Joe Spagnola  
  
Frank Campoli  
  
Louis Viola  
  
John Pastorek

## LETTER OF UNDERSTANDING NO. 5

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

### *RE: New or Existing Entities*

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one (1) corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Letter, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of the Collective Agreement.

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

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

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: UNION

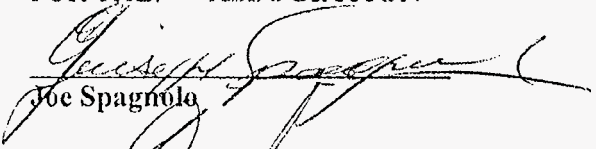
  
Durval Terceira

  
Daniel Ayero

  
Frank D'Abbondanza

  
Luis Camara

FOR THE: ASSOCIATION

  
Joe Spagnola

  
Frank Campoli

  
Louis Viola

  
John Pastorek

## LETTER OF UNDERSTANDING NO. 6

Between:

'The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity

(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183

(the "Union")

### ***RE: No Strike – No Lockout Agreement***

WHEREAS the Union and the Association have entered into a Collective Agreement, which is effective on its face from May 1, 2007 to April 30, 2010; and

WHEREAS the Union and the Association contemplate entering into successor collective agreements, which will be effective on their face from May 1, 2010 to April 30, 2013, and thereafter from May 1, 2013 to April 30, 2016 (the "successor collective agreements"); and

WHEREAS the Union and the Association are desirous of ensuring that the Low-Rise Forming division of the construction industry in the geographic area covered by the Collective Agreement will not be subject to strikes and lockouts in future years;

NOW THEREFORE the Union and the Association agree as follows with respect to the renewal of the two (2) above-noted successor collective agreements:

1. If the Union and the Association are unable to agree upon the terms and conditions of both or either of the above-noted successor collective agreements, then on or about the 30<sup>th</sup> day of April in both or either 2010 and 2013, either party may refer the settlement of the new collective agreement to final and binding arbitration;

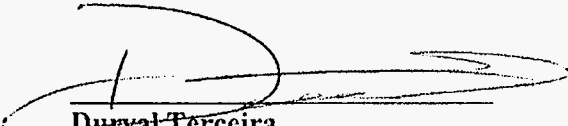
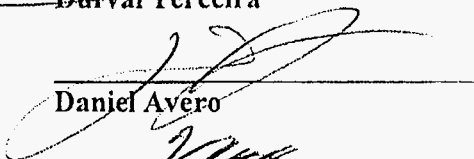
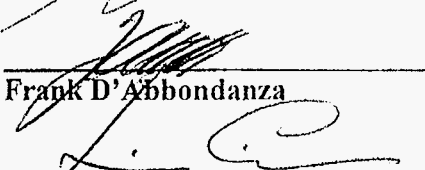

2. The Union and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreements in either 2010 or 2013;
3. The parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30th, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by arbitration;
4. Upon the issuing of a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within thirty (30) days of the date of notice or thereafter if mutually agreed to by the Parties;
5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposals and positions which are put before him/her by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final selection;
6. With respect to the agreement set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration procedures in either or both of the bargaining years;
7. It is agreed that the arbitrator will issue his/her decision within five (5) days of the date of hearing and that any aspect of the decision may be retroactive to May 1<sup>st</sup> of the appropriate year if the arbitrator so determines;
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly, pursuant to the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, agree that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes;
9. The parties agree the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of the proceeding under the **Act** which is enforceable under Section 96(7) of the *Act*, and accordingly are enforceable both



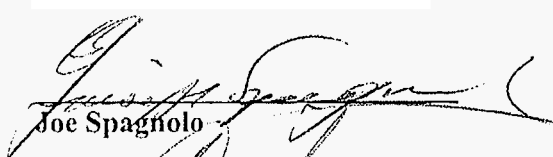
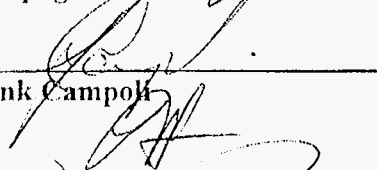
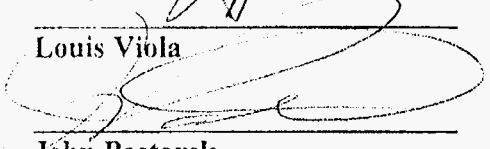
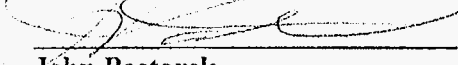
as a term and provision of the Collective Agreement and under the provisions of the *Act* with respect to settlement of proceedings.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: **UNION**

  
Durval Terceira  
  
Daniel Averó  
  
Frank D'Abbondanza  
  
Luis Camara

FOR THE: **ASSOCIATION**

  
Joe Spagnolo  
  
Frank Campoli  
  
Louis Viola  
  
John Pastorek

## LETTER OF UNDERSTANDING NO. 7

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

### *RE: Drivers and Equipment Operators*

The parties agree that Employers will not sub-contract the movement of forms by truck or boom truck other than to sub-contractors that are in contractual relations with the Union.

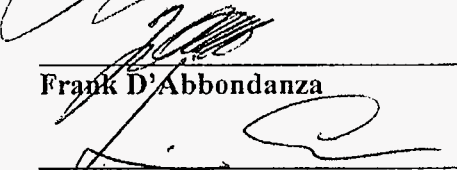
The Association agrees that it will not object to the Union entering into agreement with Companies bound to the Collective Agreement, on an individual basis, covering terms and conditions for drivers and equipment operators.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: **UNION**

  
Durval Terceira

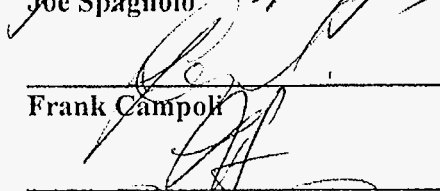
  
Daniel Avero

  
Frank D'Abbondanza

  
Luis Camara

FOR THE: **ASSOCIATION**

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

## LETTER OF UNDERSTANDING NO. 8

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity

(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183

(the "Union")

### *RE: Union Dues*

With respect to the deduction and remittance of Union dues provided for in Article 2.02. The parties agree as follows:

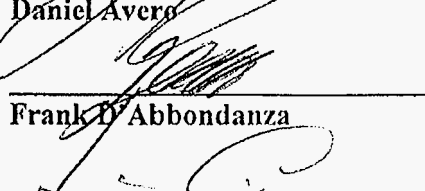
- I. Of the working dues deducted and remitted under this Agreement, fifteen cents (\$0.15) may be remitted to the Ontario Provincial District Council (OPDC) of L.I.U.N.A. after, and provided that:
  - (a) the Organizing Trust Fund, and the OPDC Motions thereto, are found to be proper and valid at the conclusion of the Court and other legal proceedings;
  - (b) such remittances and deductions are approved by the members that regularly work under the Agreement in a separate secret ballot vote concerning this specific issue.
2. Other than with the regular dues which are set by the International Convention of L.I.U.N.A., there shall be no increase in the amount of dues and assessments deducted and remitted pursuant to the terms of the Collective Agreement unless such increases are approved by a secret ballot vote of the members normally working under the Collective Agreement.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: UNION

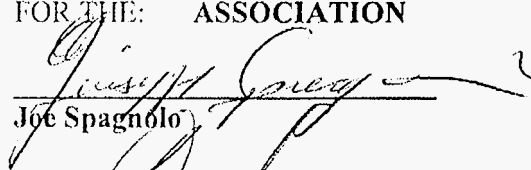
  
Durval Terceira

  
Daniel Averó

  
Frank D'Abbondanza

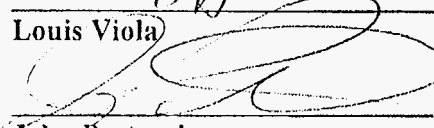
  
Luis Camara

FOR THE: ASSOCIATION

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

**LETTER OF UNDERSTANDING NO. 9**

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.L.U.N.A. Local 183  
(the "Union")

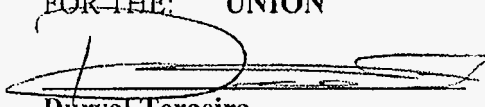
***RE: Establishment of Industry Development Fund***


The Association and the Union agree to form a sub-committee in order to establish an Industry Development Fund which shall be managed and/or trusted by participating employer associations. The sub-committee will be made up of representatives of the Union, the Association and other interested employer associations to review and determine the governance of the Fund, its terms of reference and the amount to be contributed per hour. It is agreed that if the Union, the Association and the participating employer associations reach an agreement upon the establishment of the Fund it shall be effective January 1, 2005.

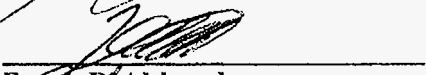
It is agreed that one of the issues which will be discussed by the sub-committee will be the ability of the Labourers' Canadian Tri-Fund to make proposals for funding from the Industry Development Fund if and when it becomes established.


Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: **UNION**


  
Durval Terceira

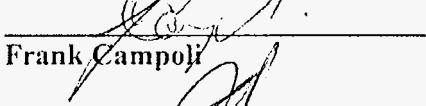
  
Daniel Ayero

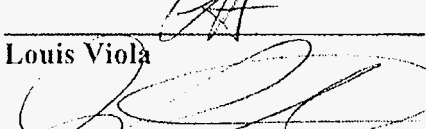
  
Frank D'Abbondanza

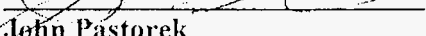
  
Luis Camara

FOR THE: **ASSOCIATION**

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

## LETTER OF UNDERSTANDING NO.10

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity

(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183

(the "Union")

### ***RE: Health & Safety***

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

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

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

- A co-operative attitude and approach to health and safety in the workplace by all persons;
- Attendance at all relevant health and safety training programs run by the Training Centre;
- Compliance with the provisions of the *Occupational Health & Safety Act* and its Regulations;
- Compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- Effective communication and a pro-active approach to all health and safety matters.

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

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: UNION

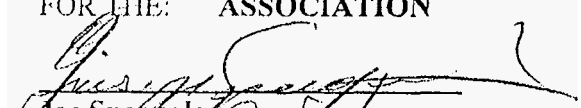
  
Durval Terceira

  
Daniel Avero

  
Frank D'Abbondanza

  
Luis Camara

FOR THE: ASSOCIATION

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

## LETTER OF UNDERSTANDING NO. 11

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

### *RE: Health & Safety Training*

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

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

WHEREAS the parties have agreed to include a certification requirement as a condition of employment in Article 9.13; and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 9.13 does not cause a hardship for employees or the Employer;


NOW THEREFORE the parties agree as follows:

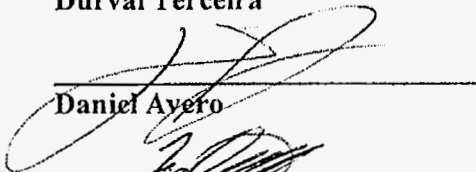
1. By no later than July 1, 2007, the Employer shall complete an inventory of each employee's health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;
3. The employee shall be required to obtain the identified certification(s) on his own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee his regular rate for each hour spent taking the required courses.;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2008;
5. Commencing with the construction season on April 1, 2008, the Union agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s);

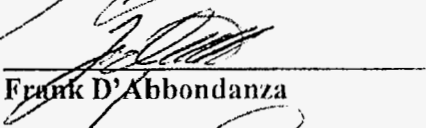
6. After April 1, 2008, if an Employer is required to hire a new employee to the low rise forming sector in accordance with the provisions of the Agreement, the Union shall issue a referral slip in accordance with Article 2.01 and the employee must attend the Low Rise forming Safety Program training course as soon as it is offered by the Life Long Learning Centre Inc. after being hired and attain a certificate of program completion on the employee's own time;
7. Nothing in this agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the *Occupational Health and Safety Act*.

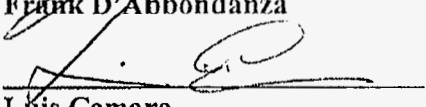
Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: **UNION**

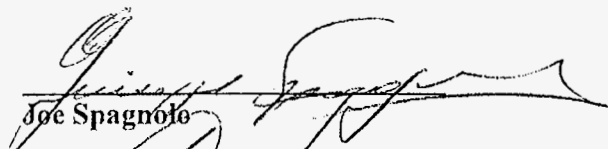
  
Durval Terceira

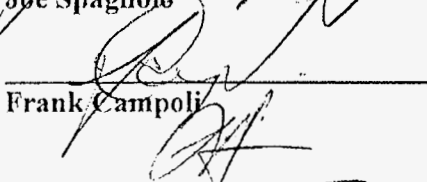
  
Daniel Ayero

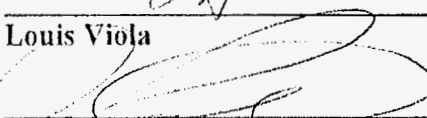
  
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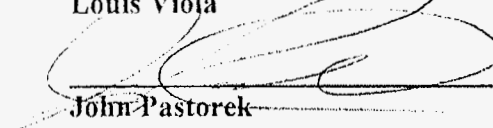
  
Luis Camara

FOR THE: **ASSOCIATION**

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

**LETTER OF UNDERSTANDING NO. 12**

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

***RE: Brush Coating***

Notwithstanding Article 14.01 in Schedule "A", Employers who engage in brush coating only are required to post a Letter of Credit for a sum of not less than fifty thousand dollars (\$50 000) in accordance with the terms and conditions of Article 14 of Schedule "A".

All other language set out in Article 14 - Letter of Credit in Schedule "A" will **apply** with the necessary modifications to reflect the above amount for the letter of credit for employers solely engaged in brush coating

Further, no Employer covered by this Collective Agreement will **pay** out an invoice for the sub-contracting of brush coating as contemplated in this letter of understanding, unless and until they receive a written clearance from the Union to do so.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: **UNION**

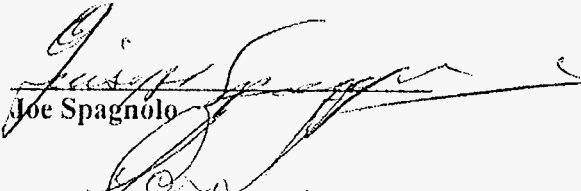
  
Duryal Terceira

  
Daniel Ayero

  
Frank E. Abbondanza

  
Luis Camara

FOR THE: **ASSOCIATION**

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek



## LETTER OF UNDERSTANDING NO, 13

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity

(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183


(the "Union")

### *RE: Appointment of Health and Safety Representatives*

The Union and Association agree to establish a Committee that will meet with a representative from the Ministry of Labour by July 1, 2007 to discuss and review the issue of appointment of Health and Safety Representatives.

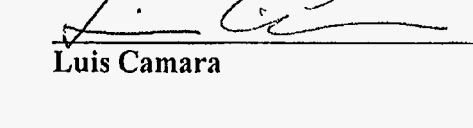
Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: UNION

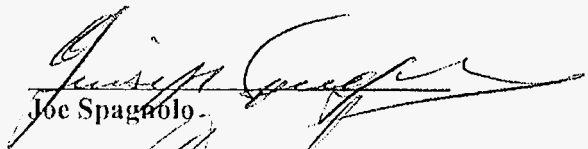
  
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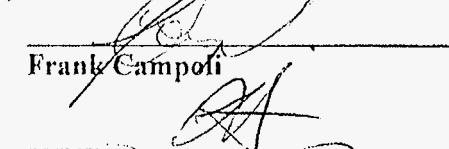
  
Daniel Averó

  
Frank D'Abbondanza

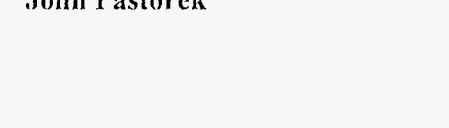
  
Luis Camara

FOR THE: ASSOCIATION

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek

**APPENDIX "A"**  
**ENFORCEMENT SYSTEM**

Between:

The Residential Low Rise Forming Contractors' Association  
of Metropolitan Toronto and Vicinity  
(the "Association")

-and-

Universal Workers Union, L.I.U.N.A. Local 183  
(the "Union")

WHEREAS, the parties have agreed that they will establish an expedited method of arbitration.

NOW THEREFORE the parties agree to the following Enforcement Mechanism for incorporation into the Collective Agreement binding between the parties.

**I EXPEDITED ARBITRATION**

**(A) Arbitrator**

Robert Herman or an arbitrator who is mutually agreeable to both parties will be the arbitrator for this Enforcement System.

**(B) Expedited Arbitration Procedure**

1. The term "Grievance", wherever used in this Enforcement System shall mean a grievance concerning the interpretation, application, administration or alleged violations of a provision of the Collective Agreement including but not limited to:
  - payment for hours worked;
  - rates of pay;
  - overtime premiums;
  - travelling expenses;
  - room and board allowances;
  - reporting allowances;
  - welfare, pension, industry fund and any other funds, dues or other form of compensation to or on behalf of an employee and/or the Union.
2. Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) on the affected Contractor. Service shall be deemed to be achieved if the grievance is received at the last known address of the Contractor; whether listed in the original Collective Agreement or not, at an alternate address for which written notification has been forwarded to the Union.

3. The Union may refer any grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Contractor, the Association, and the Arbitrator.
4. Service shall be effective on receipt, if facsimile transmission, courier, registered mail or regular mail is used on all parties, shall be deemed to have been properly notified.
5. The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five (5) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.
6. Subject to the discretion of the Arbitrator the Expedited Arbitration Hearings shall be held at the Union offices, and may be scheduled by the Arbitrator to commence after normal business hours including Saturdays and Sundays.
7. Where the Arbitrator finds the Contractor in breach of the Collective Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations the following terms will apply:
- (a) for payment of hours of work, rates of pay, overtime premiums, travel expenses, room and board allowances or any other form of compensation to an employee in accordance with the following:
    - (i) where the Grievance is initiated between one (1) and sixty (60) days after the circumstances giving rise to the Grievance became known or ought reasonably to have become known to the affected employee(s) the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts; or
    - (ii) where the Grievance is initiated at any time beyond sixty one (61) days after the circumstances giving rise to the grievance became known, to the affected employee(s), the Arbitrator shall award recovery of seventy-five percent (75%) of unpaid amounts to be paid to the affected employee(s) and twenty-five percent (25%) of the unpaid amount to be paid to the Union in the form of damages.
  - (b) For any payments in respect of Welfare, Pension, Pre-paid Legal, Health and Safety, Training, Union Dues, Working Dues, and Industry Fund or any other fund referred to in the Collective

Agreement, or any other form of compensation payable on behalf of an employee or to the Union and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall award recover of one hundred percent (100%) of the unpaid amounts.

8. The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Contractor except in cases of the interpretation of the Collective Agreement.
9. In addition to all amounts established above, where the Arbitrator finds the Contractor in breach of the Collective Agreement, the Contractor must pay an amount equivalent to ten percent (10%) of the amount of the award as damages payable to the Union except in cases of the interpretation of the Collective Agreement.
10. The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an Award or part of an Award against any party and to be payable to the Union and the Association equally in trust for the Arbitrator.
11.
  - (a) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the Ontario Labour Relations Board pursuant to section 96 of the *Labour Relations Act, 1995*, as amended; or the *Construction Lien Act*; or any other operative legislation; or as provided for under the Collective Agreement.
  - (b) Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Enforcement System or referred to arbitration pursuant to Section 133, or any other applicable section of the *Labour Relations Act, 1995*, provided however that any Grievance may not be processed under more than one (1) of these arbitration mechanisms.
  - (c) Where a Grievance has been properly referred under the procedure provided for in this Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under Section 133 of the *Labour Relations Act, 1995* or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void,
  - (d) In the alternative, should a grievance which has been or could have been referred to arbitration under this system be referred to arbitration under Section 133 of the *Labour Relations Act, 1995* or under the appropriate articles of the Collective Agreement, and should the Ontario Labour Relations Board, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of this Enforcement System form part of the Collective Agreement and

will be applied as such and will be varied solely to reflect the different method of referral.

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

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

## **II. UNION INVESTIGATION COMMITTEE**

- 1. The Union shall establish a Union Investigation Committee consisting of the following persons:
  - (a) the Business Manager or his designate; and
  - (b) the Sector Co-ordinator or his designate; and
  - (c) the Union Legal Co-Ordinator or his designate.
- 2. The Union Investigation Committee shall meet, as necessary, to investigate any complaint that the Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Enforcement System.
- 3. The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its attention.
- 4. The Union Investigation Committee shall prepare a report of the results of any investigation of complaints including its conclusions as to the validity of the complaints and any action taken to deal with the matters raised.
- 5. A copy of the report prepared by the Union Investigation Committee shall be provided to the Labour-Management Joint Committee.

6. In the event that the Labour-Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour-Management joint Committee may refer a complaint to the Arbitrator for a determination.
7. Any reports or investigations are to be strictly confidential and are to be used only in reference to Article II herein.

### **III. LABOUR-MANAGEMENT JOINT COMMITTEE**

1. The Labour-Management Joint Committee shall be established consisting of the following persons:
  - (a) the Business Manager or his designate; and
  - (b) the Union Sector Co-Ordinators or their designates; and
  - (c) a representative designated by the Toronto Residential Construction Labour Bureau; and
  - (d) a representative designated by the applicable Contractors' Association.
2. A quorum of the Labour-Management Joint Committee shall be the duly appointed members or their proxies.
3. The Labour-Management Joint Committee will meet to discuss matters of joint interest, including the interests of the Industry, problem solving, monitoring and evaluating compliance with the Collective Agreement and this Enforcement System within seven (7) working days of notice, in writing, of a request for a meeting by any Committee Member. The Union Business Manager shall schedule all such meetings after consultation with the other Labour-Management Joint Committee Members.
4. Decisions of the Labour-Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the committee.
5. In the event the Labour-Management Joint Committee is unable to agree on a course of action to deal with a matter, the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter at mediation, the Arbitrator shall cast a deciding vote.
6. Except as provided for in Article 4, the Labour-Management Joint Committee may augment and improve the Enforcement System only upon unanimous agreement of the Committee members. The deciding vote of the Arbitrator shall not apply to any issues involving any such improvements to this Enforcement System. The Labour-Management Joint Committee shall not have the power to derogate in any material fashion from this Enforcement System.

7. The Labour-Management Joint Committee shall have no power to order the Union, its Business representatives and/or its members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspensions or expulsions. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.
8. The Labour-Management Joint Committee may initiate proceedings before the Ontario Relations Board on behalf of the Union and the Toronto Residential Construction Labour Bureau and the Association to compel compliance with the Collective Agreement and this Enforcement System, in circumstances where it is satisfied that there is a deliberate concerted effort to undermine, evade and/or avoid the provisions of the Collective Agreement and this Enforcement System.

Signed and dated at Woodbridge this 3<sup>rd</sup> day of October, 2007.

FOR THE: UNION

  
Durval Terceira

  
Daniel Avero

  
Frank D'Abbondanza


  
Luis Camara

FOR THE: ASSOCIATION

  
Joe Spagnolo

  
Frank Campoli

  
Louis Viola

  
John Pastorek