



Labourer's International Union of North America Local 183

Collective Agreement

~ Between ~

**Residential Framing Contractors' Association
of Metropolitan Toronto & Vicinity Inc.**

~ and ~

**Labourers' International Union of North America
Local 183**

May 1, 2007 – April 30, 2010

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Collective Agreement

Between

Residential Framing Contractors' Association of Metropolitan Toronto & Vicinity Inc.

-and-

Universal Workers Union, LIUNA Local 183

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Eff.	2007	05	01
Term.	2010	04	30
No. of employees	4500		
Initial	RR		

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**RESIDENTIAL HOUSING CARPENTRY AND
FRAMING COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2007

B E T W E E N:

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION OF
METROPOLITAN TORONTO & VICINITY INC.**

(hereinafter called the "**Employer**")

-and-

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

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

WHEREAS the Employer, and the Union, wish to make a common Collective Agreement with respect to certain employees of the Employer engaged in work, more particularly described in Article 1 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective 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 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 employees of the Employer, including carpenters and framers and their respective learners and improvers, construction labourers, and pieceworkers as defined in Schedules "A" and "B", engaged in the construction of all phases of housing including the preparation of footings, the fabrication, renovation, alteration, erection and finishing thereof, exterior trim and similar work, save and except those persons above the rank of foreman and office, clerical and engineering staff, while working in and out of the following Geographic Areas of the Ontario Labour Relations Board Area Numbers 8, 9, 10, 11 and that portion of Board Area 12 which is west of the Trent Severn Waterway and 18 provided that the requirements of Letter of Understanding No. 6 are satisfied.

1.02 The specific terms and conditions of work established in this Collective Agreement shall apply to all residential housing construction employees as referred to 1.01 of this Agreement, who are working on and including, single and semi-detached houses, row houses, maisonettes, townhouses and all non-elevated housing of not more than four (4) storeys in height (basement plus four [4] storeys).

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 "C" of this Agreement then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.

1.04 The parties further agree that work other than residential housing carpentry and residential housing framing which is regularly being performed, under the terms and conditions of this Collective Agreement, 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 It is understood and agreed that when an employee works, or a pieceworker is engaged, in a Board Area (including any Board Areas not otherwise referred to in the Collective Agreement or not otherwise referred in any of the Schedules or Appendices attached hereto) in which he does not regularly work and/or in which he is not regularly engaged, all terms and conditions set out in this Collective Agreement (including all schedules attached hereto) will be maintained and the employee/pieceworker will continue to receive his wage rate/piecework rates, hours of work, and other benefits as provided for in this Collective Agreement and that are applicable in the Board Area in which he regularly works, unless the employeepieceworker is working in the Board Area where such terms and conditions are specifically governed by a schedule or appendices forming pari of this Collective Agreement. Where such schedule or appendices provide for more beneficial terms and conditions for the employeepieceworker, in which case the more beneficial terms and conditions shall apply.

1.06 The Union agrees that the Employer may engage students during the school vacation period between May 1st and September 30th of each year at the ratio of one (1) student for every five (5) full-time employees, provided that regular hourly employees are not on layoff or working short time.

1.07 Any entity that signs an agreement to perform work within the jurisdiction of this Collective Agreement with an Employer bound to and applying Local 183's collective agreement with the Toronto Residential Construction Labour Bureau must be bound by and apply this Collective Agreement.

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

- 1.09 (i) The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this sub-article, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clause of this Collective Agreement.
- (ii) Notwithstanding that the Employer has agreed that it is not carrying on associated or related activities and businesses filed through more than one corporation, individual, firm, syndicate or other entity or association or any combination thereof, under common control or direction that is not a signatory to this Collective Agreement, the employer agrees that if at the time of execution of this Collective Agreement or any time thereafter the Employer carries on associated or related activities or businesses through more than one corporation, individual, firm, syndicate, or any combination thereof, under the common control or direction, with a corporation, individual, firm, syndicate, association or any combination thereof, that is not formally signatory to this Collective Agreement, that;
- a. The Employer hereby agrees that such associated or related activities or businesses are bound by the Collective Agreement, as if the activities or businesses were original signatories to the Collective Agreement;
- b. Notwithstanding the provisions set out above that any such associated or related activities or businesses are automatically bound to this Collective Agreement, the Employer agrees on its own behalf, and on behalf of other associated or related activities or businesses that prior to such associated or related activities or businesses employing any persons which fall within the bargaining unit of this Collective Agreement, it will advise the Union in writing of the existence and planned activities of the

associated or related activities or businesses and will ensure that any documents which the Union may require the associated or related activities or businesses and/or the Employer to sign confirming the binding effect of the Collective Agreement. In addition, prior to the associated or related activities or businesses employing any persons covered by the terms and provisions of the Collective Agreement, the Employer and the associated or related activities or businesses will secure a current and valid clearance slip from the Union for all such persons and the parties agree that any employee or person who perform any work covered by the terms and provisions of the Collective Agreement, for the associated or related activities or businesses, prior to all of the above noted provisions having been complied with is employed in violation of the terms and provisions of this Collective Agreement and is not an employee properly or legitimately working under the terms and provisions of the Collective Agreement, until such time as the above-noted provisions are complied with, regardless of the person's membership in the Union and/or ability to have obtained a valid clearance slip, at any time prior to the above-noted provisions have been complied with.

- (iii) The Parties further agree that all provisions of Section 1(4) and 69 of the Ontario Labour *Relations Act, 1995* (as they exist on the day of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with the jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System provided in the Framing Settlement and/or the Ontario Labour ***Relations Act, 1995*** to have all of the powers that the Board would otherwise have under the provisions of the Act.

1.10 The Union and the Association agree and confirm that this Agreement fully covers and applies to all framing and incidental work thereto regardless of the materials used or the methods employed, including

whether or not loose materials and/or prefabricated panels are used.

ARTICLE 2 – UNION SECURITY AND CHECK-OFF OF UNION DUES

2.01 All persons, whether employees or otherwise, performing any work covered by this Agreement must obtain a clearance slip from the Union prior to commencing any work covered by this Agreement.

It is understood that clearance slips will only be issued to members in good standing of the Union, and that such membership must, as a condition of employment, be maintained while working in the bargaining unit for the duration of this Agreement.

It is agreed that where any work covered by this Agreement is performed by employees, pieceworkers or sub-contractors without the required clearance slips having been issued then such work is performed in violation of this Agreement and the Employer is liable to the Union, in addition to any other remedy, for liquidated damages equivalent to the appropriate payments which should have been made under the terms of this Agreement, for such work.

2.02 Union Dues and Working Dues

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

2.03 All bargaining unit work normally performed by the Classifications of employees listed in the attached Schedules "A" and "B" shall be performed only by members of the bargaining unit except as may be specifically provided therein.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the employer to manage his enterprises 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 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;
- (d) Employers shall have the right to ask for and receive from all employees and independent pieceworkers, the following items prior to commencing any work:
 - clearance slip from Local 183
 - clearance certificate from WSIB (if applicable)
 - GST Registration Number and EHT Number (Employers Health Tax)
 - provide a signed Health & Safety Policy or written acknowledgement of receipt and understanding of the Employer's policy.
- (e) Employers shall have the right to require all employees and/or pieceworkers to attend safety meetings. Employers, employees and/or pieceworkers all acknowledge that they have

responsibilities for site safety in accordance with the requirements of with the Occupational Health and Safety Act. Employers shall also have the right to require employees and/or pieceworkers to attend safety courses unless, in the case of a pieceworker, the pieceworker has attended the same safety course within the previous year;

- (9) it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement and it is agreed that these functions will not be exercised 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/pieceworker who has a grievance/complaint 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 of 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, welfare, pension and dues, classification assignment or where the grievor's inclusion in the bargaining unit is in dispute, may be brought forward within thirty (30) working days of such alleged violation except in the case of any grievances concerning remittances which are required to be made under the terms of this Collective Agreement, which may be brought forward within thirty (30) working days of the Union becoming aware of the violation. It is further understood that such grievance may be retroactive to the first day of the alleged violation.

It shall be clearly understood that all written grievances must be specific, and are to include:

- name of employee or pieceworker with grievance;
- job name and location;
- nature of violation (specific section of the agreement), and remedy sought.

ARTICLE 5 -ARBITRATION

5.01 The parties to this Agreement agree that any grievance concerning the interpretation of 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 thereto.

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 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 to act on the Board fail to agree to a third member as Chairman within five (5) days of the notification mentioned in

Article 5.02 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 decisions 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 of 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 not be excluded, and any time limits may be extended by agreement in writing.
- (c) If advantage of the provisions of Articles 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 re-opened.

5.09 In addition to the above procedure, a grievance arising under any provision of this Agreement may be referred to the "Expedited Arbitration System" agreed to by the parties and attached hereto as Schedule "D". It is further agreed that the terms and provisions of the "Expedited Arbitration System" form part of this Agreement and that the terms and conditions of the "Expedited Arbitration System" along with any other part of this

Agreement may be interpreted and applied by an Arbitrator or Board of Arbitration with jurisdiction arising out of this Agreement, the "Expedited Arbitration System", or the Labour Relations **Act**

5.10 Where damages have been awarded to the Union, or to its members, or to any other body or person on behalf of the Union and/or its members by an Arbitrator or Board of Arbitration, the Union may file a copy of the award with any employer bound to this Agreement. Having received a copy of such an award the employer will immediately pay to the Union all monies owed to the party ordered to pay damages (up to a maximum amount satisfying all damages set out in the award). The employer further agrees that having received a copy of such an award it will make no payment of any kind to any party against whom damages have been ordered until it has first paid to the Union an amount equal to the damages, or has been informed by the Union, in writing, that the damages have been paid.

5.11 Any Employer who makes payments to a party against whom damages have been ordered, in violation of the above-noted provisions, shall automatically become liable to the Union for an amount equal to any payments made in violation of these provisions.

5.12 Any Employer who does not make payments to a party in connection with any award may have monies owing to that employer from a builder frozen. The amount may not exceed the amount of the Award.

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 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.

6.03 Jurisdictional Disputes

It is understood and agreed that the Ontario Labour Relations Board shall have the exclusive jurisdiction to adjudicate jurisdictional disputes arising from the Employer's assignment of any work covered by this Collective Agreement notwithstanding any provision to the contrary which may now or in the future be contained in the Ontario Labour Relations Act.

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. Where it is possible to do so, when visiting a job, he will first advise the superintendent, foreman or other supervisory personnel of the employer.

7.02 No discrimination shall be shown against any Union Steward for carrying out his duties, but in no case shall his duties interfere with the progress of the work. It is agreed that a Union Steward may be a pieceworker or an employee of the Employer. It is agreed that if the Union Steward is an employee he shall be one of the last two (2) employees to be laid-off. It is agreed that if the Union Steward is a pieceworker, the piecework crew of that pieceworker shall be one (1) of the last two (2) crews to be given houses to be built by the Employer. It is agreed that the Union may designate and/or dispatch one (1) steward for up to fifteen (15) employees/pieceworkers or major portion thereof.

7.03 The Employer will recognize such Union Steward after the Union has advised the Employer orally and in writing of the name of the Steward.

Subject to the rights of Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a Joint Health and Safety Committee

shall be one (1) of the last five (5) 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 Subject to the specific provisions set out in Article 10.02 herein, 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.

ARTICLE 9 – HEALTH & SAFETY

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.

9.02 In co-operation with the Employer's overall programme of Accident Control and Prevention, the Union Steward and/or the Health and Safety Representative will report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations he finds on the project.

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, or safety harness, safety belts, lines required for fall protection. However, all independent pieceworkers will be responsible to provide all of their own personal protective equipment and safety requirements.

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 vehicles used for transportation of employees coming within the bargaining unit, will be covered in order to protect employees from the weather. All loose equipment shall be properly secured.

9.08 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of three hundred dollars (\$300.00) for each employee for loss of tools related to his job and clothing due to fire in the area or areas commonly designated for storage of tools and clothing. In such cases the employee must provide a written affidavit of the amount of such loss and the circumstances of the loss.

9.09 The Employer shall be responsible for maintaining a safe and proper work site, and shall comply with the Occupational Health and Safety Act and its Regulations applicable to their work. The Employer will use its best efforts to ensure that backfill is completed before employees begin working. The Employer agrees it will not be a violation of this Agreement if employees covered by this Agreement refuse to work due to unsafe conditions.

9.10 It is the pieceworker's responsibility to work in compliance with the Occupational Health and Safety Act and Regulations applicable to their work on construction projects. Specifically, in accordance with past practice, but without limiting the foregoing, a pieceworker shall be responsible to ensure that, according to the Occupational Health and Safety Act and Regulations for their work on construction projects:

- (a) there is full and complete compliance with the reasonable health and safety policy and programme of the main contractor

and that any workers under the pieceworker's supervision and control comply as well;

- (b) the main contractor is made aware of any new workers and any training that is required is identified prior to the commencement of any work;
- (c) ramps are constructed appropriately and left clear of debris;
- (d) guardrails are constructed around the stairs and stair openings;
- (e) guardrail(s), where required, are constructed around openings and stair openings are covered;
- (f) temporary stairs are installed and guardrails are constructed around said temporary stairs;
- (g) all persons within their control and supervision wear and use appropriate personal protective equipment required; and
- (h) the work area is maintained in a clean hazard free manner, which includes the clearing of all areas of debris, related to the pieceworkers' work as required as well as piling garbage in the back and front of the house.

Nothing herein alters or affects the rights of pieceworkers under Schedule "B" Article 2.07.

9.11 Ergonomics Training

- (a) As a condition of employment, newly-hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund within thirty (30) days of hire.
- (b) On-site supervisory personnel of any employer shall be required to attend and complete the Ergonomics Training

Course offered by the Labourers' Local 183 Members' Training Fund by April 30, 1997.

- (c) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund by April 30, 1997.
- (d) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) thereof.

9.12 The Employer shall provide a forklift to erect high walls where possible.

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 and provincial law now existing or hereinafter enacted, it is agreed that such law shall supercede the conflicting provisions without in any way affecting the remainder of the Agreement.

10.02 No Strikes - No Lockouts

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

ARTICLE 11 – STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.

11.01 Attached hereto as Schedules "A" and "B" to this Agreement are schedules covering terms and conditions of employment for hourly employees and pieceworkers, which Schedules are hereby made part of this Agreement.

ARTICLE 12 – PRODUCTIVITY AND TECHNOLOGY

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 provided that the cost of any such promotion to the Employer is covered by the Training Fund contributions contained in this Collective Agreement.

12.02 In the event that during the term of this Collective Agreement industry developments or practices result in the requirement for new classifications of any employee of the Employer, whether or not such changes are the result of technological change, the Employer and the Union shall meet within fifteen (15) days notices of either upon the other and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications, wage and Piecework rates applicable thereto.

ARTICLE 13 – COFFEE AND LUNCH BREAK

13.01 An employee will be allowed to have coffee once during each half of his working shift.

13.02 Regular day shift employees shall be allowed one-half hour lunch break between 11:30 a.m. and 1:30 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.

ARTICLE 14 – SUB-CONTRACTING OF WORK

14.01 The Employer agrees not to contract or subcontract any work covered by this Collective Agreement or coming under the Union's jurisdiction to contractors other than those who are in contractual relations with the Union.

The Employer agrees that when it is required to contract or subcontract work to a contractor or a subcontractor which is in contractual relations with the Union, it must be contracted or subcontracted to contractors or subcontractors who are bound to and applying this (or identical Local 183 independent) Collective Agreement or the appropriate agreement set out in Schedule "C" which ever is applicable to the specific work involved.

14.02 The Employer bound by the terms and conditions of this Agreement, shall be responsible for payment for all remittances to the Union and/or its Trust Funds as outlined in this Agreement, covering all hourly-paid employees, its pieceworkers and their employees, its contractors, subcontractors and the subcontractors' employees, and any subcontractors' pieceworkers and their employees.

Such deductions and remittances shall include regular monthly Union Dues and Working Dues as outlined by the Union, Health and Welfare Plan, Pension Plan, Training Plan and Industry Fund contributions. Such contributions, as outlined above, both flat hourly rate and percentages, shall be paid on a regular monthly basis by the fifteenth (15th) day of the month following the month such remittances, deductions or contributions were due. The Remittance Report shall include the names and Social Insurance Numbers of the hourly employees, pieceworkers and their employees, contractors and subcontractors and their hourly employees, subcontractors' pieceworkers and their employees.

The Employer, contractor and subcontractors are jointly and severally liable for all remittances, deductions and contributions as outlined under this Agreement.

14.03 The Employer shall advise all subcontractors, in writing, confirming all remittances have been paid in accordance with the terms and conditions of the Collective Agreement with the Union on a monthly basis.

14.04 The Union agrees that the Employer may continue the practice in effect immediately prior to commencement of this Agreement of utilizing pieceworkers to perform bargaining unit work, so long as the person concerned agrees, in which event the Employer shall comply with all the terms and conditions of this Agreement, including Schedule "B", save and except where specifically excepted, and provided that all pieceworkers so utilized are bound to a Pieceworker Participation Agreement with the Union.

14.05 The Employer agrees to establish a policy of not permitting its employees, pieceworkers, contractors and subcontractors from working on Sunday, save and except in case of emergency. Said policy is effective thirty (30) working days from the signing of a new Collective Agreement.

14.06 Breach of Collective Agreement by Employer

- (a) 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 with 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.

- (b).i. Prior to undertaking to complete any work at any project where the performance of such work was commenced by another contractor, an employer shall contact the Union to ascertain whether the previous contractor failed or refused to pay any

outstanding wages or to make any outstanding employee benefit contributions on behalf of any of his employees. Upon being contacted for the aforementioned purpose by an Employer, the Union will advise the employer, in writing, within forty-eight (48) hours, whether or not the previous contractor has filed to make the aforementioned payments. Should the employer be advised in the manner prescribed that the previous contractor is delinquent, the employer shall not undertake to complete the work in question.

- ii. It is understood and agreed that the amount of damages to be awarded against any Employer for the breach of the foregoing provisions shall be the equivalent to the outstanding wages and employee benefit contributions which were not paid or made, as the case may be, by the delinquent contractor.
- iii. It is further understood and agreed that no Employer shall be liable for the aforesaid damages if the Union fails to advise it of the previous contractor's delinquency in the manner prescribed herein.

ARTICLE 15 – REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

15.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so, if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return, any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of the injury, was hired by the Employer to perform any work within 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.

ARTICLE 16 – MAINTENANCE OF EXISTING RATES

16.01 It is agreed that all employees' wages and benefits will be governed by this new Collective Agreement.

ARTICLE 17 – TRAVELLING AND ROOM AND BOARD ALLOWANCES

17.01 Travel Zones:

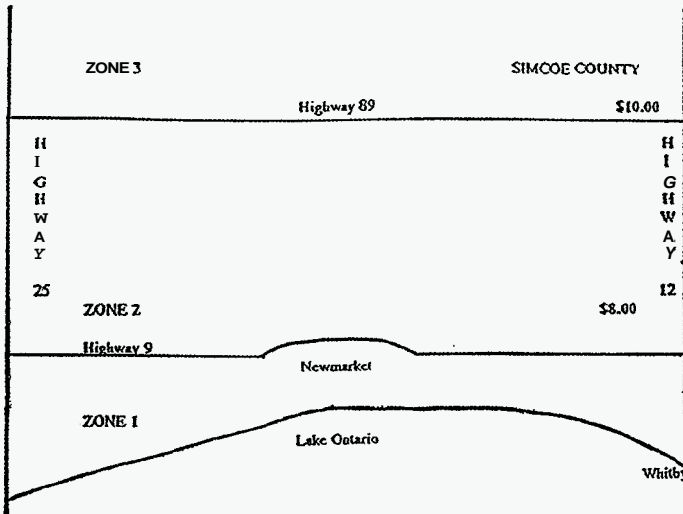
- (i) Zone I - is the geographic area bordered by Highway 9 on the North, including the Town of Newmarket, Highway 25 on the West and Highway 12 on the East, including the Town of Whitby;

- (ii) Zone 2 - is the geographic area bordered by Highway 89 on the North, Highway 12 on the East, Highway 9 on the South, and Highway 25 on the West; Eight dollars (\$8.00)

- (iii) Zone 3 - is the geographic area North of Highway 89, bordered by Highway 25 on the West, and Highway 12 on the East. Ten dollars (\$10.00);

- (iv) The Employer may provide transportation in lieu of travel allowance. The assembly point shall be within Metropolitan Toronto. Travel time is in addition to the normal working day.

M A P



17.02 Whenever employees covered by this Agreement are required to be away from their normal place of residence overnight, the Employer agrees to pay seventy dollars (\$70.00) per day, to a maximum of three hundred and fifty dollars (\$350.00) per week and four hundred dollars (\$400.00) for a six (6) day week, to cover **room** and board, or alternatively the Employer will provide, at his own expense, suitable room and board accommodations for the employees.

**ARTICLE 18 – WELFARE, PENSION, TRAINING, VACATION PAY, PRE-PAID LEGAL,
LONG TERM CARE, CAMPING GROUND AND OTHER REMITTANCES**

18.01(a) The Employer agrees to pay the following amounts, based on all hours earned, into Local 183 Members' Benefit Fund, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, legal plan coverage, or similar benefits for the employees covered by this Agreement as directed by the Benefit Plan Trustees represented by Local 183:

Effective June 15, 2007 the sum of one dollar and ninety-five cents (\$1.95) per hour;

Effective May 1, 2008 the sum of two dollars (\$2.00) per hour;

Effective May 1, 2009 the sum of two dollars and ten cents (\$2.10) per hour,

(b) The Employer agrees to pay the following amounts based on all hours earned, into Local 183 Members' Benefit Fund for the purposes of purchasing benefits for Long Term Care:

Effective June 15, 2007 the sum of sixty cents (\$0.60) per hour;

(c) The employer agrees to pay the following amounts based on all hours earned, into Local 183 Members' Benefit Fund for the purpose of purchasing benefits for a camping ground:

Effective June 15, 2007 the sum of twenty cents (\$0.20) per hour.

(d) 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 portions of contributions required to be made to any particular employee

benefit fund (now existing or existing in the future) to any other employee benefit fund (now existing or existing in the future) provided that there should be no increase in the total monetary contributions required to be made under this Collective Agreement.

- (e) In the event that the Trustees of the Labourers' Local 183 Prepaid Legal Benefit Fund determine that the contribution is insufficient to finance the Prepaid Legal Benefit Fund, then the parties agree to execute such amendments to the Local 183 Members' Benefit Fund Trust Agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the Prepaid Legal Benefit Fund. No such transfer of the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund,

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

18.02 Prepaid Legal Plan

- (a) The Employer agrees to pay the following amounts, for each hour earned by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefit 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 the sum of ten cents (\$0.10) per hour.

- (b) 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 (15th) day of the month following the month for which the payment is due.

- 18.03 (a) In the event that the payments referred to in Article 18 above are received after the due date, the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent [24%] per annum calculated monthly and not in advance) on the gross amount overdue.
- (b) In the event that such payments are received more than thirty (30) days after the due date, the Employer shall pay further liquidated damages to the Union at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent [120%] per annum calculated monthly, not in advance) on the gross amount overdue computed from the thirty-first (31st) day following the due date.
- (c) Notwithstanding anything herein contained, in the event that the employer is late in making such payments on three (3) separate occasions, then it must pay liquidated damages to the Union on the third such occasion at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent [120%] per annum calculated monthly, not in advance) on the gross amount overdue from the first day that the payment is not received after the said due date.
- (d) Such late payments received from the Employer will be applied first to arrears of contributions already owing.
- (e) The delinquent Employer shall compensate the Union in full for all costs associated with the collection of such overdue payments, including any legal or accountant's fees incurred and the cost of any arbitration hearing.

18.04 (a) Labour Management Job Promotion Organization

The Association and Union agree to discuss the possibility of the formation of a subcommittee in order to establish an

Industry Development Fund which shall be managed and/or trusteeed by participating employer associations. The sub-committee shall 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.

- (b) It is understood and agreed that six percent (6%) of the ten percent (10%) of the gross wages is to be considered in lieu of Statutory Holiday Pay. It is further understood and agreed that Vacation and Statutory Holiday Pay will be paid by the Employer to the employee with their regular pay, except on termination of employment, when the provision for the payment of wages shall apply.

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

18.05 The employer shall pay to the Local 183 Members' Training Fund the sum of twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Collective Agreement.

18.06 Pension

The Employer agrees to pay the following amounts, for all hours worked, into the Labourers' Pension Fund of Central and Eastern Canada:

Effective June 15, 2007 the sum of four dollars and fifty-two cents (\$4.52) per hour;

Effective May 1, 2008 the sum of four dollars and sixty-two cents (\$4.62) per hour; and

Effective May 1, 2009 the sum of four dollars and seventy-two cents (\$4.72) per hour.

18.07 Central and Eastern Canada Organizing Fund (CECOF)

The Employer agrees to contribute the following amounts for each hour worked by a member of Local 183:

- (a) Effective May 1, 2007, the Employer shall pay fifteen cents (\$0.15) per hour to CECOF;
- (b) Effective May 1, 2008, the Employer shall pay twenty-five cents (\$0.25) per hour to CECOF;

The employer shall remit the Pension and CECOF contributions to the Labourers' Pension Fund of Central and Eastern Canada monthly, together with a duly-completed employer's report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

18.08(a) It is agreed that a copy of all Employer Remittance Forms shall be sent to the Association, along with a copy of the regular monthly company status reports.

(b) **Local 183 Members' Benefit Fund**

The Labourers' Local 183 and the Association agree to amend Section 8.01 of the "Agreement and Declaration of Trust" made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund to provide that, with respect to the

amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (**100%**) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

(c) Local 183 Members' Training Fund

The Universal Workers Union, L.I.U.N.A. Local **183** and the Association agree to amend Section **8.01** of the Agreement and Declaration of Trust made as of the 1st day of May 1977 establishing the Labourers' Local **183** Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section 8.01

"Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Associations. Each such amendment shall be by 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.”

18.09 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 of the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

ARTICLE 19 – INDUSTRY APPRENTICE AND TRAINING COMMITTEE

19.01 The parties agree to establish a joint apprenticeship and training committee, consisting of three (3) representatives of the Union and three (3) representatives of the Residential Framing Contractors Association, who’s mandate is to develop and administer all new or existing programs related to the Unionized Framing Industry.

19.02 The Union shall accept as members of the Union, apprentices that are indentured to an Employer or the local apprenticeship advisory committee.

The apprenticeship advisory committee shall have full control over the training, education and movement of all apprentices, improvers, and trainees.

19.03 All examinations of entry qualifications shall be at the sole discretion of the apprenticeship training committee.

19.04 The number of apprentices shall be established by the trade schedule under the Apprenticeship and Tradesmen Qualification’s Act *R.S.O. 1980 c.24* as amended.

The Association and the Union agree to develop a modular training program with the assistance of the Labourers' Local 183 Members' Training and Rehabilitation Fund for appropriate certification of house framers' carpenters by The Ministry of Skills and Development.

ARTICLE 20 – EMPLOYER INDUSTRY FUND

20.01 Each Employer bound by this Agreement or a like Agreement, adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute four (\$0.04) cents per hour, earned by each employee covered by this Agreement, and shall remit such contribution along with the Welfare and Training Fund remittances payable to the "Local 183 Carpentry Clearance Fund" on or before the fifteenth (15th) day of the month following the month for which the contributions were due. Such amounts, on receipt together with the total number of hours paid by each Employer, shall be forwarded once per month to the Association by the administrators of the "Local 183 Carpentry Clearance Fund" as each Employer's contribution to the costs of negotiating and administering the Collective Agreement.

20.02 Effective May 1, 2007, each Employer bound by this Agreement or a like Agreement adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute:

- (i) Two hundred dollars (\$200.00) per month (regardless of whether the contractor has pieceworker remittances or not) plus one percent (.5%) for all members of the Association of the gross amount derived by the remittance;

- (ii) Two hundred dollars (\$200.00) per month (regardless of whether the contractor has pieceworker remittances or not) plus three percent (3%) for all non members of Association of the gross amount derived by the remittance; as referred to in Article 4.08 (a) and (b) of Schedule "B" regarding "pieceworkers" and shall remit the same to the "Local 183 Carpentry Clearance Fund" on or before the fifteenth (15th) day of the month following the month for

which the contributions were due, in each year of this Agreement. Such amounts, on receipt, shall be forwarded once per month to the Association by the administrators of the "Local 183 Carpentry Clearance Fund" as each Employer's contribution to the costs of negotiating and administering this Collective Agreement. It is understood that the above percentage amount (Industry Fund Contributions) is in addition to the rates and other conditions as specified in Schedule "B" of this Agreement.

20.03 The Employer agrees to pay the Goods and Services Tax (G.S.T.) on the above amounts.

ARTICLE 21 -ACKNOWLEDGEMENT

21.01 The parties acknowledge that the Residential Framing Contractors' Association of Metropolitan Toronto & Vicinity Inc., is merely an Association formed for bargaining purposes with the Union and to assist its' members for the administration of this Collective Agreement, and is not the actual Employer of the employees covered by this Agreement.

21.02 The Union agrees that where a Prime Framing Contractor elects not to participate in the Residential Framing Contractors' Association Collective Agreement, the said Company will be required to sign a Collective Agreement that will not undermine the integrity of the current agreement that is in place with the Residential Framing Contractors Association.

21.03 The Association requires from the Union on a monthly basis the following information:

1. All new Employers or Builders in the Residential Housing Carpentry and Framing Sector that have been signed by Local 183.

21.04 The Association agrees that prior to accepting any new members, other than the companies which are already signatory to this Collective Agreement, it will require written assurance that the proposed new member is seeking to engage in carpentry and other framing work. Further, the

Association will inform the Union of the name of the proposed member and its principals, and upon being advised by the Union will only accept the proposed member into membership once any outstanding accounts, grievances, decisions or other awards involving the proposed member or its principals and the Unions, have been paid in full.

ARTICLE 22 – DURATION OF AGREEMENT AND CONDITION OF AGREEMENT

22.01 The term of this Agreement shall be from May 1st, 2007 to April 30th, 2010 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30th, 2010, and/or any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30th, 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 Framing Association of Metropolitan Toronto and Vicinity.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 3rd day of October 2007.

FOR THE **UNION**:

"Daniel Avero"

"Durval Terceira"

"Al Bremner"

"Jaime Melo"

"Frank D'Abbondanza"

"Bernardino Ferreira"

"Arlindo Soares"

"John Batista Alves"

FOR THE **ASSOCIATION**:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

SCHEDULE "A" – HOURLY EMPLOYEES

HOURLY EMPLOYEES

Article 1 – Hours of Work and Overtime

- 1.01 (a) The standard hours of work for all employees shall be based on forty-four (44) hours per week exclusive of travelling time to and from the job.
- (b) All overtime work performed in excess of nine (9) hours per day, Monday to Thursday and eight (8) hours on Friday, and all Saturday work, shall be paid at the rate of time and one-half (1½) the regular rate. No work shall be assigned on Sunday, save and except in the case of emergencies, in which case the rate payable shall be double time.

1.02 In the event of inclement weather during the regular working week, the Employer may perform work on Saturday at the regular wage rate.

Article 2 – Payment of Wages

2.01 Employees shall be paid weekly or bi-weekly by cheque or cash at the option of the Employer, no later than Thursday in any week, and the employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, unemployment insurance, Canada Pension, etc., where applicable and vacation pay when applicable.

2.02 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.

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

Article 3 – Security for Payment of Wages, Etc.

3.01 In the alternative to the above noted system, where an Employer who is bound to this Agreement has been found to be, or has agreed that it is in violation of the Agreement for the third time, and the damages payable to the Union, its members and/or others on behalf of the Union or its members, with respect to the third breach amount to ten thousand dollars (\$10,000.00) or more, the Union may at any time thereafter require the Employer to pay to the Union a sum of no less than one hundred thousand dollars (\$100,000.00), in the form of an irrevocable bond or other form of security acceptable to the Union, which sum of security is to be held by the Union on account of the failure of the Employer to pay to the Union or to or on behalf of any of the employees or members of the Union covered by the Agreement, any wages, vacation pay, union dues, traveling expenses, contributions to the various Trust Funds, or any other payments or financial benefits payable to the Union or to or on behalf of the said employees (including damages) 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 be comprised of two (2) persons from the Association and two (2) persons from the Union.

3.02 Upon an Employer failing to make any of the payments referred to in Article 3.01 herein, the following procedure is to be followed:

- (a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four (24) hours after such agreement is reached;

- (b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of

an agreement of the amount due, but the Employer fails to pay the said sum as aforesaid, then the Union shall be entitled to pay out of said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund, or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an Award Order, Judgment, or Decision entitling any of them to payment of any particular sums;

- (c) Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid, the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days of receipt of such written notification. If the Employer does not replenish the fund as aforesaid, then the provisions of Article 14.06 (a) 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 Article 18, 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 shall be entitled to pay out of the said funds to itself and/or on behalf of the employees of the bankrupt or insolvent Employer (including payment or any sums to any Welfare, Vacation Pay, Pension or any other employee benefit fund, such amounts as may be due to any of them).

- (e) The parties to this Agreement, and specifically the Union, agree to participate in underlining to all employees the importance of attending safety meetings and courses. Further, the parties agree that, should they be required to do so by the Employer who employs them, all employees must attend safety meetings. Further, the parties agree that, all employees may be required to acknowledge that they understand that they shall attend such safety courses as the Employer may require, it being agreed that the Employer will not exercise these functions in a manner which is inconsistent with the expressed provisions of this Agreement and it being further agreed that these functions will not be exercised in a manner which is arbitrary, discriminatory or in bad faith.

- (f) The parties agree and acknowledge that employees have responsibilities for site safety in accordance with the requirements of the Occupational Health and Safety Act.

3.03 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 thereon 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 repay the principal part of the fund.

Article 4 – Wages and Classification

HOURLY RATES

Effective June 15, 2007

Classification	Wages	Vac. Pay	Heath & Welfare	Long Term Care	Camping Ground	Pension	Pre-paid Legal	Training	Industry	CECOF	Total
Job Foreman	33.65	3.37	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	44.78
Carpentry/ Framing Crew Leader	31.65	3.17	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	42.58
Carpenter/ Framer	30.65	3.07	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	41.48
Carpenter/ Framers' Assistant	27.90	2.79	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	38.45
2nd Year Learner	24.15	2.42	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	34.33
1st Year Learner	20.40	2.04	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	30.20
Pre-Learner*	16.00	1.60	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	25.36
Forklift Driver	29.15	2.92	1.95	0.60	0.20	4.52	0.10	0.20	0.04	0.15	39.83

Effective May 1, 2008

Classification	Wages	Vac. Pay	Heath & Welfare	Long Term Care	Camping Ground	Pension	Pre-paid Legal	Training	Industry	CECOF	Total
Job Foreman	34.60	3.46	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	46.07
Carpentry/ Framing Crew Leader	32.60	3.26	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	43.81
Carpenter/ Framer	31.60	3.16	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	42.77
Carpenter/ Framers' Assistant	28.85	2.89	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	39.75
2nd Year Learner	25.10	2.51	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	35.62
1st Year Learner	21.35	2.14	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	31.50
Pre-Learner*	16.00	1.60	2.00	0.60	0.20	4.62	0.10	0.20	0.04	0.25	25.61
Forklift Driver	30.10	3.01	2.00	0.60	0.20	4.42	0.10	0.20	0.04	0.25	41.12

Effective May 1, 2009

Classification	Wages	Vac. Pay	Heath & Welfare	Long Term Care	Camping Ground	Pension	Pre-paid Legal	Training	Industry	CECOF	Total
Job Foreman	35.65	3.57	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	47.43
Carpentry/ Framing Crew Leader	33.65	3.37	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	45.23
Carpenter/ Framer	32.65	3.27	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	44.13
Carpenter/ Framers' Assistant	29.90	2.99	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	41.10
2nd Year Learner	26.15	2.62	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	36.98
1st Year Learner	22.40	2.24	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	32.85
Pre-Learner*	16.00	1.60	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	25.81
Forklift Driver	31.15	3.12	2.10	0.60	0.20	4.72	0.10	0.20	0.04	0.25	42.48

**NOTE: A Pre-Learner shall be paid the applicable rate for the first 600 hours worked and thereafter shall be paid at the 1st Year Learner rate.

Article 5 – Transfer of Funds

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

SCHEDULE "B" -PIECEWORKER

PIECEWORKER

Article 1 - Definitions

1.01 A Dependent Pieceworker in this Collective Agreement shall mean a person who agrees to work for the Employer for piecework rates, provided that the pieceworker does not have more than one (1) employee and/or assistant, and includes two (2) or more persons who are equal partners in a partnership and a limited company where the shares are owned entirely by one (1) person, or equally by two (2) or more persons, provided always that the partnership or limited company does not have more than one (1) employee and/or one (1) assistant.

1.02 An independent pieceworker in this Collective Agreement shall mean a pieceworker who agrees to work for the Employer for piecework rates, and actually performs piecework, but has more than one (1) employee and/or assistant assisting him in the performance of his work.

Article 2 – Independent Pieceworkers/Employees

2.01 A pieceworker may use one helper to assist him in the performance of his work. It shall be a condition of each pieceworker's employment that all the terms and conditions of this Agreement, and in particular, Schedule "A", are applied to the employee.

2.02 The Employer shall be responsible for all Welfare, Vacation Pay, Training, Pension, CECOF contributions and Union dues for each Pieceworker and his employee. All such contributions and Union dues made on behalf of the employee may be set off by the Employer against the wage.

2.03 The Employer shall ensure that all of the terms and conditions of this Agreement, including Schedule "A" are properly applied to employees.

2.04 At the end of each month, each pieceworker will present to the Employer a schedule which will indicate the name and address of his employee who has worked with the pieceworker during the past month,

including the Social Insurance Number and number of hours worked by the employee.

2.05 No independent pieceworker shall be permitted to work beyond the normal working hours of the job foreman during the week and should not be allowed to work on Saturdays without a representative from the Employer present for safety precautions. No subcontractor shall perform work on a Sunday, save and except in the case of emergencies. The provisions of Schedule "A", Article 1.01(b) relating to work on Sunday shall also apply to employees.

2.06 The parties to this Agreement, and specifically the Union, agree to participate in underlining to all pieceworkers the importance of attending safety meetings and courses. Further, the parties agree that, should they be required to do so by the Employer who engages them, all pieceworkers must attend safety meetings. Further the parties agree that, unless they have attended the same safety courses in the previous year, all pieceworkers may be required to acknowledge that they understand that they shall attend such safety courses as the Employer may require, it being agreed that the Employer will not exercise these functions in a manner which is inconsistent with the expressed provisions of this Agreement and it being further agreed that these functions will not be exercised in a manner which is arbitrary, discriminatory or in bad faith,

2.07 The parties agree and acknowledge that pieceworkers have responsibilities for site safety in accordance with the requirements of the *Occupational Health and Safety Act*. Further the parties agree that, provided that pieceworkers have complied with such requirements, upon their departure from a unit they will not be required to return to the unit for the sole purpose of work associated with safety requirements on that unit.

Article 3

3.01 Persons who are not hourly employees or pieceworkers as defined in this Agreement shall not be permitted to perform any bargaining unit work except where that person pays on his own behalf,

- (a)(i) Effective June 15, 2007, one hundred and eighty-four dollars and thirty- eight cents (\$184.38) per month to the Union in lieu of dues and working dues;
 - (ii) Effective May 1, 2008, one hundred and ninety dollars and thirty-two cents (\$190.32) per month to the Union in lieu of dues and working dues;
 - (iii) Effective May 1, 2009, one hundred and ninety-six dollars and seventy- eight cents (\$196.78) per month to the Union in lieu of dues and working dues;
- (b)(i) Effective June 15, 2007, five hundred and seventy-one dollars and thirty- three cents (\$571.33) per month (based on forty [40] hours per week at three dollars and nine cents [\$3.09] per hour plus applicable taxes) shall be paid to the Union for all Welfare, Long Term Care, Pre-Paid Legal, Campground, Training and Industry Fund contributions;
 - (ii) Effective May 1, 2008, five hundred and eighty dollars and sixty-nine cents (\$580.69) per month (based on forty [40] hours per week at three dollars and fourteen cents [\$3.14] per hour plus applicable taxes) shall be paid to the Union for all Welfare, Long Term Care, Pre-Paid Legal, Campground, Training and Industry Fund contributions;
 - (iii) Effective May 1, 2009, five hundred and ninety-nine dollars and forty-one cents (\$599.41) per month (based on forty [40] hours per week at three dollars and twenty-four cents [\$3.24] per hour plus applicable taxes) shall be paid to the Union for all Welfare, Long Term Care, Campground, Pre-Paid Legal, Training and Industry Fund contributions;

- (c)(i) Effective June 15, 2007, persons who are the subject matter of this clause and who are beneficiaries of the pension plan, may maintain their contributions to the pension plan by paying to the Trustees of the Labourers' Pension Fund of Central and Eastern Canada, the sum of eight hundred and nine dollars and forty-five cents (\$809.45) per month (based on forty [40] hours per week at four dollars and fifty-two cents [\$4.52] for pension and fifteen cents [\$0.15] for CECOF, totaling four dollars and sixty-seven cents [\$4.67] per hour). This is in addition to the amounts set out above and providing that the Pension Fund is authorized to accept such payment.
- (ii) Effective May 1, 2008, eight hundred and forty-four dollars and twelve cents (\$844.12) per month (based on forty [40] hours per week at four dollars and sixty-two cents [\$4.62] for pension and twenty-five cents [\$0.25] for CECOF totaling four dollars and eighty-sevendollars [\$4.87] per hour);
- (iii) Effective May 1, 2009, eight hundred and sixty-one dollars and forty-five cents (\$861.45) per month (based on a forty [40] hour per week at four dollars and seventy-two cents [\$4.72] for pension and twenty-five cents [\$0.25] for CECOF totaling four dollars and ninety-sevencents [\$4.97] per hour);

3.02 All the payments set out in (a), (b) and (c) above, shall be made at the times and in the form set out in this Agreement.

** NOTE: Total monthly payments of (a), (b) and (c) above:

Effective June 15, 2007

One hundred and eighty-four dollars and thirty-eight cents	\$184.38
Five hundred and seventy-one dollars and thirty-three cents	\$571.33
Eight hundred and nine dollars and forty-five cents	\$809.45
<hr/>	
Total: One thousand five hundred and sixty-five dollars and sixteen cents	\$1,565.16

Effective May 1, 2008

One hundred and ninety dollars and thirty-two cents	\$190.32
Five hundred and eighty dollars and sixty-nine cents	\$580.69
Eight hundred and forty-four dollars and twelve cents	\$844.12
<hr/>	
Total: One thousand six hundred and fifteen dollars and twelve cents	\$1,615.12

Effective May 1, 2009

One hundred and ninety-six dollars and seventy-eight cents	\$196.78
Five hundred and ninety-nine dollars and forty-one cents	\$599.41
Eight hundred and sixty-one dollars and forty-five cents	\$861.45
<hr/>	
Total: One thousand six hundred and fifty-seven dollars and sixty-four cents	\$1,657.64

Article 4 – Pieceworker Rates

4.01 The piecework rate for Framing may include, for a regular house, ten (10) corners, roof less than 7 in 12 or with dual pitches (except where particle board is used to read 5 in 12 maximum), all rough carpentry work (shell), bridging, ribbon strip, joint/truss hangers and landings where required, including verandah (except forming for concrete). All other work may be considered **EXTRA**. If any of this work is not performed, the Union rate per square foot will not change, it being clearly understood that any deletions from the above work shall not affect or change the base work rate.

4.02 Effective June 15, 2007, piecework rates for work outlined above shall be not less than as outlined per square foot, herein as follows:

HOUSES, TOWNHOUSES AND SEMI-DETACHED HOUSES THE RATES ARE AS FOLLOWS:

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1200 square feet	\$3.78	\$3.92	\$4.07
1201 to 1600 square feet	\$3.67	\$3.82	\$3.96
1601 to 2400 square feet	\$3.52	\$3.66	\$3.79
2401 square feet and over	\$3.26	\$3.39	\$3.51

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1600 square feet	\$4.04	\$4.19	\$4.35
1601 to 2400 square feet	\$3.88	\$4.03	\$4.18
2401 square feet and over	\$3.73	\$3.87	\$4.01

GARAGES- EXPOSED ATTACHED AND UNDER LIVING AREA

	June 15, 2007	May 1, 2008	May 1, 2009
Exposed attached	\$2.64	\$2.74	\$2.84
Under living area	\$1.35	\$1.40	\$1.45

PORCHES - THE FOLLOWING RATES ARE PAID FOR ON THE SQUARE FOOT OF THE PORCH AREA.

	June 15, 2007	May 1, 2008	May 1, 2009
Porches	\$3.83	\$3.98	\$4.13

COLUMNS OR POSTS - THESE ARE THE COLUMNS OR POSTS THAT ARE INSTALLED ON UPPER FLOORS FROM BASEMENT – (e.g. All columns excluding standard basement columns).

	June 15, 2007	May 1, 2008	May 1, 2009
Columns or Posts	\$62.10	\$64.50	\$66.90

Note:

- (i) **Posts** or columns whether steel or wood when supporting a steel beam to be paid the rate above.
- (ii) When temporary posts have to be replaced with fixed posts in the basement they shall be paid at the following rate per post:

	June 15, 2007	May 1, 2008	May 1, 2009
	\$15.53	\$16.13	\$16.73

- (iii) A premium rate shall be paid for any posts that are installed that are greater than 12'-0" in height.

****NOTE:** All pieceworkers will keep their job site clean for safety reasons, but in any event, it is clearly understood that no pieceworker will be required to transport any material to the collection bins.

4.03 The number of square feet contained in each house shall be determined by measuring the outside perimeter of the house. There shall be no deductions for any openings, stairwells, foyer, etc.

4.04 (a) The pieceworker working under the piecework rates set out in Article 4.02 of this Schedule is only required to perform the following work:

- (i) The framing shell/skeleton, including nail-bridging, installation of all landings where required, and installation of ribbon strip, joist/truss hangers and landings where required, including verandah (except forming for concrete), provided that all materials such as poly paper, joist hangers, etc. are supplied.
- (ii) An Employer shall not contract with a pieceworker for rates less than those set out in Article 4.02 of this Schedule for any of the said work. **All** other work shall be paid as set out below. It is understood that the above rates include vacation pay credits, as specified in Article 18.04.
- (iii) All other work shall be considered as extra to the above rates and shall be negotiated on the job site with the Employer. If an agreement is reached between the Employer and the pieceworker it shall be reduced to writing and provided to the Union for review. If an agreement cannot be reached between the Employer and the pieceworker or, having been provided with the rates, the Union feels that such rates are unreasonable, then the Employer, pieceworker and the Union shall negotiate

the rates and will thereafter reduce their agreement to writing. Once final rates have been agreed to for the Extras, such rates shall be applicable to the project for its duration.

The same will apply for extras on roughing in and footing work.

(b) “EXTRAS”

1. All houses containing triple garages;
2. Detached garages;
3. Walkouts and knee walls;
4. Turrets and Dormers;
5. Houses with more than ten corners;
6. Styrofoam or glass-clad company to pay for cap nails;
7. Interior Rough, which includes the installation of windows and stairs where necessary;
8. Exterior Trim;
9. Cathedral ceilings;
10. House wrapping;
11. Conventional roofs;
12. Sunken floors;
13. Sunken laundry;
14. Ceilings, 9 feet additional (\$) for the area to which 9' ceiling applies;

June 15, 2007	May 1, 2008	May 1, 2009
\$0.16	\$0.16	\$0.17
15. Skirt on the Gable (per linear foot);

June 15, 2007	May 1, 2008	May 1, 2009
\$3.11	\$3.23	\$3.35
16. Furring out of Gables;
17. Covering balconies which shall include the floor and the roof above (per square foot);

June 15, 2007	May 1, 2008	May 1, 2009
\$6.21	\$6.45	\$6.69
18. Drywall Construction where Truss is supplied by the Builder (per square foot);

June 15, 2007	May 1, 2008	May 1, 2009
\$0.40	\$0.42	\$0.43

19. Single 2 x 4 Attic Party Wall (per square foot of wall constructed);
(it should be noted that, in addition, the rate set out at 18. "Drywall Construction where Truss is supplied by the Builder", will be paid for all drywall attached to the party wall)

June 15, 2007	May 1, 2008	May 1, 2009
\$0.72	\$0.75	\$0.78

20. Double 2 x 4 Attic Party Wall (per square foot of wall constructed);
(it should be noted that, in addition, the rate set out at 18. "Drywall Construction where Truss is supplied by the Builder", will be paid for all drywall attached to the party wall)

June 15, 2007	May 1, 2008	May 1, 2009
\$1.24	\$1.29	\$1.34

21. Gluing down sub floors (per square foot to the area being glued);

June 15, 2007	May 1, 2008	May 1, 2009
\$0.08	\$0.09	\$0.09

22. High walls for open area (per linear foot);

June 15, 2007	May 1, 2008	May 1, 2009
\$4.14	\$4.30	\$4.46

23. Roof lifts over 6 7/8 in 12 pitch extras as follows

ROOF PITCHES FOR HOUSES, TOWNHOUSES AND SEMI-DETACHED HOUSES 2400 SQUARE FEET AND UNDER

	June 15, 2007	May 1, 2008	May 1, 2009
7/12 to 7 7/8/12	\$0.36	\$0.38	\$0.39
8/12 to 8 7/8/12	\$0.41	\$0.43	\$0.45
9/12 to 9 7/8/12	\$0.47	\$0.48	\$0.50
10/12 to 10 7/8/12	\$0.57	\$0.59	\$0.61
11/12 to 11 7/8/12	\$0.62	\$0.65	\$0.67
12/12 to 12 7/8/12	\$0.72	\$0.75	\$0.78

Any roof pitch over 13/12 would be negotiated above the higher roof pitch classification.

****NOTE:** THE RATE FOR A DUAL PITCH ROOF SHALL BE CALCULATED AS A PERCENTAGE OF THE SQUARE FOOTAGE OF THE ROOF AND THE APPROPRIATE RATE APPLIED TO THE SQUARE FOOTAGE OF THE HOUSE.

ROOF PITCHES FOR HOUSES, TOWNHOUSES AND SEMI-DETACHED HOUSES 2401 SQUARE FEET AND OVER

	June 15, 2007	May 1, 2008	May 1, 2009
7/12 to 7 7/8/12	\$0.36	\$0.38	\$0.39
8/12 to 8 7/8/12	\$0.41	\$0.43	\$0.45
9/12 to 9 7/8/12	\$0.47	\$0.48	\$0.50
10/12 to 10 7/8/12	\$0.57	\$0.59	\$0.61
11/12 to 11 7/8/12	\$0.62	\$0.65	\$0.67
12/12 to 12 7/8/12	\$0.72	\$0.75	\$0.78

Any roof pitch over 13/12 would be negotiated above the higher roof pitch classification.

****NOTE:** THE RATE FOR A DUAL PITCH ROOF SHALL BE CALCULATED AS A PERCENTAGE OF THE SQUARE FOOTAGE OF THE ROOF AND THE APPROPRIATE RATE APPLIED TO THE SQUARE FOOTAGE OF THE HOUSE.

ROOF PITCHES FOR BUNGALOWS

	June 15, 2007	May 1, 2008	May 1, 2009
7/12 to 7 7/8/12	\$0.57	\$0.59	\$0.61
8/12 to 8 7/8/12	\$0.62	\$0.65	\$0.67
9/12 to 9 7/8/12	\$0.67	\$0.70	\$0.72
10/12 to 10 7/8/12	\$0.78	\$0.81	\$0.84
11/12 to 11 7/8/12	\$0.83	\$0.86	\$0.89
12/12 to 12 7/8/12	\$0.93	\$0.97	\$1.00

classification.

****NOTE:** THE RATE FOR A DUAL PITCH ROOF SHALL BE CALCULATED AS A PERCENTAGE OF THE SQUARE FOOTAGE OF THE ROOF AND THE APPROPRIATE RATE APPLIED TO THE SQUARE FOOTAGE OF THE HOUSE.

WINDOWS:

	June 15, 2007	May 1, 2008	May 1, 2009
Windows	\$15.42	\$16.02	\$16.61

Garage over head door frames (per frame)

June 15, 2007	May 1, 2008	May 1, 2009
\$20.70	\$21.50	\$22.30

Front double door entry

June 15, 2007	May 1, 2008	May 1, 2009
\$20.70	\$21.50	\$22.30

Set rate for double door entry an extra to go back and re-level the door after installed 1st time

June 15, 2007	May 1, 2008	May 1, 2009
\$10.35	\$10.75	\$11.15

4.05 (a) ROUGHING-IN CARPENTRY WORK
ROUGHING IN FOR HOUSES, TOWNHOUSE & SEMI-DETACHED
HOMES

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1200 square feet	\$0.62	\$0.65	\$0.67
1201 to 1600 square feet	\$0.60	\$0.62	\$0.65
1601 to 2400 square feet	\$0.54	\$0.56	\$0.58
2401 square feet and over	\$0.48	\$0.49	\$0.51

PREPARATORY WORK

ROUGHING IN BUNGALOWS

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1600 square feet	\$0.43	\$0.45	\$0.47
More than 1601 square feet	\$0.38	\$0.40	\$0.41

FOOTINGS FOR 2 STOREY HOMES (MINIMUM RATES)

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1600 square feet	\$192.16	\$199.58	\$207.01
1601 to 2400 square feet	\$219.61	\$228.09	\$236.58
Over 2400 to 3000 square feet	\$230.59	\$239.50	\$248.41

Over 3000 square feet would be negotiated

FOOTINGS FOR BUNGALOWS (MINIMUM RATES)

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1600 square feet	\$219.61	\$228.09	\$236.58
1601 to 2400 square feet	\$252.55	\$262.31	\$272.07
Over 2400 to 3000 square feet	\$274.51	\$285.12	\$295.73

Over 3000 square feet would be negotiated

TOWNHOUSES/SEMI-DETACHED

	June 15, 2007	May 1, 2008	May 1, 2009
Less than 1200 square feet	\$153.73	\$159.67	\$165.61
1200 to 1600 square feet	\$164.71	\$171.08	\$177.44
Over 1600 to 2000 square feet	\$170.20	\$176.77	\$183.35

Over 2000 square feet would be negotiated

(b) EXTRAS ON ROUGHING IN

1. Skylights;
2. Drop ceilings including a drop ceiling in garages to be paid same rate as rough-in for the area of the drop ceiling;
3. Open staircase and basement;
4. Open bathtub;
5. Design changes before drywall;
6. Windows doors and bay windows;
7. Basement strapping (full basement);
8. Stud straightening only an extra after rough-in carpenter has completed the house and has to return to the house;
9. Coffered ceilings;
10. Strapping block walls
11. Two sets of stairs

****NOTE:** The EXTRAS shall be negotiated on the job site with the Employer. It is agreed that where the Employer and pieceworker cannot agree on the amount to be paid on the extras listed above, the subcontractor may bring the Union Representative with him to assist the parties in reaching a compromise and resolve thereof.

4.06 (a) In housing construction projects covered by this Agreement, where the inside partition walls are constructed by means of metal studs, the rates will be negotiated;

(b) In housing construction projects covered by this Agreement, where the floors are concrete, the rates will be negotiated;

(c) In housing construction projects covered by this Agreement, where there is the installation of pre-fabricated walls, the rates will be negotiated;

(d) In all housing construction projects involving stacked houses and townhouse, the rates will be negotiated.

4.07 In any housing project covered by this Agreement where the rates set out in Articles 4.02 and 4.05 (a) above do not apply, the piecework

rate for the project shall be negotiate with the Union prior to any work commencing, and in the absence of the agreement of the Union, the work shall not be undertaken on a piecework basis, but only on an hourly basis,

- 4.08 (a) In addition to the rates paid under Article 4 herein the Employer agrees to pay a further seventeen and one-half percent (17.5%) effective June 15, 2007 on the gross amount paid pursuant to the said rates for Union Working Dues as outlined in Article 2.03 herein and the Benefit Program as outlined in Article 18 herein;
- (b) Effective May 1, 2009, an increase of one-half percent (0.5%) to eighteen percent (18%);

In addition there is a requirement of regular Monthly Dues payment as per Union Constitution to maintain good standing in Local 183.

Article 5 – Payment of Wages

5.01 When house framing or rough-in assigned to a pieceworker is completed the pieceworker will issue a completion slip to the Employer. The Employer will inspect the work assigned within five (5) working days of receipt of the completion slip and issue the pieceworker with an inspection slip. Following the issuance of an inspection slip, the pieceworker will present the Employer with invoices for all completed work, including the names and Social Insurance Number, on the standard pieceworker forms, of all workers engaged by the pieceworker. The Employer must make payment by cash or cheque to the pieceworker not later than fifteen (15) days from the issuance of the pieceworker's completion slip. In the event the pieceworker fails to provide the pieceworker form to the Employer outlining the names and Social Insurance Numbers of the workers engaged in the piecework operation, the Employer may withhold all further payments until the policy outlined above has been complied with,

Once the house has been inspected, the pieceworker will not be required to re-enter the house to repair any damages caused by vandalism or other damage that he is not responsible for, the pieceworker will only be

required to re-enter the house to correct any errors, omissions or faults in workmanship before the structural frame of the house is covered with any materials.

Article 6 – Payment

6.01 In the event that the Employer fails to pay to a person performing work under this Collective Agreement, including a dependent and independent pieceworker, the full piecework or other rates and/or fails to make payments and contributions required under this Collective Agreement on behalf of the persons, the Employer shall pay to the Union a sum equivalent to the amount of payments in default, including piecework or other rates and other contributions, and in addition, the Employer shall pay to the Union all reasonable collection costs including legal fees, accountants' fees, arbitrators' fees and all other expenses associated with the cost of collecting the amounts owing.

6.02 When an Employer makes payments required by the Collective Agreement to each of the pieceworkers, he shall require the independent pieceworker to submit the standard form provided by Local 183 setting forth the following information:

- (a) A full description of the location of the houses worked on by such pieceworkers;
- (b) The total square footage of the houses;
- (c) The basis for the calculation of the payments to such pieceworkers based on the piecework rates required by the Collective Agreement and on the square footage of the houses worked at;
- (d) The total amount of extras required by the Collective Agreement to be paid to such pieceworkers;
- (e) The basis for the calculation of the contributions required by the Collective Agreement to be paid for such pieceworkers;

- (f) The basis for the calculation of the G.S.T. paid by the Employer.

6.03 The Employer shall send the written statement required by Article 6.02 of this Schedule to the Union together with the Employer Contribution Report by the fifteenth (15th) day of the month following the month in which the payments have been made.

6.04 Upon any failure by the Employer to comply with the requirements of Articles 6.02 or 6.03 herein, the Employer shall pay an amount to the Union equivalent to twenty percent (20%) of the pieceworkers' payments as liquidated damages and not as a penalty for such breach with such damages to be donated by the Union to a recognized charitable organization selected by it.

Article 7 - Forklifts

7.01 The Employer shall supply a forklift with a competent driver which will be available to pieceworkers at all relevant times. If the Employer does not supply the forklift and driver, the Employer agrees to pay an additional premium per house agreed upon by the interested parties. The Employer shall make sure that the forklift driver is competent and has an up-to-date Safety Certificate from L.I.U.N.A, Local 183 Training Program.

SCHEDULE "C" – CROSS-OVERS

CROSS-OVERS

- 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 of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.

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

- d) "The Forming Agreement" being a Collective Agreement between the Ontario 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 Basements Agreement" being a Collective Agreement between the Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and the Union.

- g) "The House Builders' Agreement" being a Collective Agreement between the Toronto Residential Construction Labour Bureau and the Union.

- h) "The Concrete and Drain Agreement" being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- i) "The Utilities Agreement" being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- j) "The Landscaping Agreement" being a Collective Agreement between various Landscaping Contractors and the Union.
- k) "The Bricklaying Agreement" being a Collective Agreement between the Masonry Contractors Association of Toronto and the Masonry Council of Unions Toronto and Vicinity which is binding upon the Union.
- l) "The Concrete Restoration Agreement" being a Collective Agreement between the Building Restoration and Associated Work Contractors and the Union.
- m) "The Marble, Tile, Terrazzo & Cement Masons Agreement" being a Collective Agreement between various independent marble, tile, terrazzo and cement masons contractors and the Union.
- n) "The High Rise Trim Agreement" being a Collective Agreement between various independent high rise trim contractors and the Union.
- o) "The Low Rise Trim Agreement" being a Collective Agreement between various independent low rise trim contractors and the Union.
- p) "The Residential Gas Fitters' Agreement" being a Collective Agreement between various independent residential gas fitters' contractors and the Union.

- q) "The Residential Roofing Agreement" being a Collective Agreement between various independent residential roofing contractors and the Union.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183
(the "Union")

-and-

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

Re: Transfer of Contributions

Article 18 (d) will be of no force or effect unless a similar provision has been agreed to by a majority of the Employer Associations in their respective Collective Agreements with the Union.

FOR THE **UNION**:

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION**:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183
(the "Union")

-and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

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 this Collective Agreement and otherwise, be the successor to the 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.

FOR THE UNION:

"Daniel Avero"

"Durval Terceira"

FOR THE ASSOCIATION:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

Re: Steel Beam Placement

Both the Union and the Association recognize that the placement of steel beams pose significant issues which must be dealt with by the parties. Accordingly, the parties agree to refer this matter to the Industry Joint Committee in order to develop solutions ensuring that the placement of such beams is done in an efficient and safe manner, and to address any other concerns which either party may have with respect to the issue.

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

FOR THE **UNION**:

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION**:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

- and -

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(the "Bureau")

Re: Jacks

The parties agree that by November 1, 1998 if jacks for dual pitch roofs are not pre-cut then the hand cutting on site required for such jacks shall constitute an extra.

The parties agree that this letter forms part of the Collective Agreement and is enforceable as such.

FOR THE **UNION**:

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION**:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: WSIA Coverage

The Union and the Association hereby agree as follows with respect to WSIA coverage for pieceworkers and their workers/helpers:

1. Notwithstanding whether coverage is legally required under the WSIA, and/or regulation and/or policies, the parties agree that all persons performing bargaining unit work under the Collective Agreement shall be required to obtain WSIA coverage which coverage will be obtained by the pieceworker both for themselves and their workers/helpers.
2. The parties agree that payments to the WSIB for the provision of coverage will be dealt with in the following manner:
 - a. The parties recognize and agree that a portion of the rates paid to pieceworkers is for the purpose of offsetting the payments required to be made by the pieceworkers to the WSIB to obtain WSIA coverage for themselves and their workers/helpers.
3. This Letter of Understanding is effective one (1) month after ratification and, is without prejudice to the position of the parties with respect to any period of time prior to the date that this Letter comes into effect.
4. In the event that the WSIB alters the current ability of pieceworkers to obtain coverage for themselves and their workers/helpers, both the Union and the Employer agree to establish a committee made up of representatives of the Association and the Union to address the issues which result.

5. The parties agree that this Letter of Understanding forms part of the Collective Agreement between the parties.

FOR THE **UNION:**

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION:**

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: Recognition and Schedule for New Geographic Areas

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

AND WHEREAS in the Collective Agreement, the Association and the Union have, subject to the terms and provisions of this Letter of Understanding, agreed to describe the geographic scope to include various board areas other than OLRB Area Number 8 and Simcoe County;

NOW THEREFORE the Union and the Association agree as follows:

1. The duly authorized representatives of the Union and the Association will meet and will negotiate in good faith separate schedules for all geographic areas set out in the Collective Agreement, other than OLRB Area Number 8 and Simcoe County. For all employees covered by the Collective Agreement working in or out of OLRB Area Number 8 and Simcoe County all terms and conditions set out in the Collective Agreement will apply;
2. The schedules which are ultimately agreed upon will cover particular geographic areas and such geographic areas are not required to mirror the geographic areas which have been established by the Ontario Labour Relations Board;
3. The parties have a mutual intent to reach an agreement within ninety (90) days of the commencement of the Collective Agreement;
4. During the ninety (90) day negotiation period, the Union agrees that it will not enter into a Collective Agreement with any builder, main contractor and/or pieceworker with terms and conditions inferior to those negotiated with the Association in the other geographic areas referred to in the Agreement without the Association's written agreement;
5. The parties agree that until such time as they have been able to

conclude schedules for any particular geographic area(s) the terms and conditions of this Collective Agreement will not apply to such geographic area(s), other than as they would otherwise apply pursuant to the "in and out" language establishing the terms and conditions of employment or engagement of members of the Union who regularly work in OLRB Area Number 8 and/or Simcoe County and are working in another geographic area(s);

6. The parties agree that this letter forms part of the Collective Agreement binding upon them and is enforceable as such.

FOR THE **UNION:**

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION:**

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: New Material Framing

WHEREAS the Union and the Association have entered into a Collective Agreement with respect to Residential Framing effective, on its face until April 30, 2010 and thereafter in accordance with the terms and conditions contained therein and in accordance with statute;

AND WHEREAS under Schedule "B", Piecemaker, Article 4.06 Piecemaker Rates, for certain work, including but not necessarily limited to piecemaker rates for inside and outside partition walls which are constructed by means of materials other than metal or wood, the Parties agree that they shall meet immediately to negotiate applicable rates; and

NOW THEREFORE the parties agree that:

1. The Association and the Union confirm that the Collective Agreement covers metal framing, materials other than wood and metal and pre-fabricated panels.
2. The rates as set out in Schedule "B" apply to such work until such time as the Association and the Union agree otherwise.
3. The Association and the Union agree to establish a sub-committee to be made up of a maximum of three (3) representatives of the Association and three (3) representatives of the Union to negotiate equitable piecemaker rates other than as set out in Schedule "B" to be applicable to new material framing immediately upon the execution of the Collective Agreement that will ensure:
 - a) the rates to be established shall not result in a preference for framing in any of the materials on the basis of labour;
 - b) in an effort to ensure that the rates do not suggest a preference for framing in any of the materials, the sub-committee will examine a number of factors such as, but not limited to, skills, time and effort required to frame in any of the materials.

4. In addition, the sub-committee may receive applications for a variance from the rates as provided for in this Agreement when new materials warrant such an alteration. Said variance must be approved by the majority of the sub-committee to have effect.

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

FOR THE **UNION:**

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION:**

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: Rates with respect to Pre-Fabricated Wood Walls

The parties hereby agree as follows:

1. The Union and the Association hereby confirm that, as contemplated by Article 4.06 (c) of Schedule "B" of the Collective Agreement which is binding upon them, they have met and negotiated base piecework rates for housing construction projects where there is the installation of pre-fabricated wood walls;
2. The Union and the Association Establish a sub-committee made up of a maximum of three (3) representatives of the Association and three (3) representatives of the Union to review the rate;
3. The parties agree that with the exception of cranes all equipment required for such work will be supplied by Main Contractors and further agree that, in any event, all equipment required will be supplied at no cost to the pieceworkers;
4. In addition, the sub-committee may receive applications for a variance from the rates as provided for in the Agreement when new materials warrant such an alteration. Said variance must be approved by the majority of the sub-committee to have effect.

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

FOR THE **UNION:**

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION:**

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

WHEREAS the parties have agreed in the current collective agreement (the "Collective Agreement") which is binding upon them to establish specific schedules setting out terms and conditions with respect to work performed in areas covered by Collective Agreement, other than OLRB Areas 8 and 18;

NOW THEREFORE the parties agree to the following terms and conditions for all work within OLRB Area 9 covered by the Collective Agreement:

1. Save and except for geographic areas explicitly dealt within Paragraphs 2, 3 and 4 below, for all work currently covered by the "in and out of" provisions of the Collective Agreement, the terms and conditions of all work performed in OLRB Area 9 shall be status quo;
2. For all work covered by the Collective Agreement within the Town of Whitby, the terms and conditions established for OLRB Area 8 shall apply in full;
3. For all work covered by the Collective Agreement within the town of Oshawa, commencing January 1, 2004 the terms and conditions established of OLRB Area 8 shall apply in full;
4. For all work covered by the Collective Agreement within the County of Uxbridge, should a subcontracting clause be added to the collective agreement between the Durham Residential Construction Labour Bureau and the Union (the "Durham Agreement") requiring that Employers bound to the Durham Agreement must subcontract all work covered by the Collective Agreement only to companies in contractual relations with the Union for the County of Uxbridge, then, effective the date the subcontracting clause is added to the Durham Agreement, the terms and conditions established for OLRB Area 8 shall apply in full to the Country of Uxbridge under the Collective Agreement.

5. The parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and may be enforced as such.

FOR THE **UNION:**

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION:**

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: Simcoe County

The Parties agree to establish a sub-committee and commence the process of bargaining separate rates and other terms and conditions to apply for work in Simcoe County. The sub-committee shall be made up of a maximum of three (3) representatives of the Association and three (3) representatives of the Union. The purpose of the sub-committee shall be to engage in good faith bargaining to reach agreement on any variations to the existing rates and terms and conditions which are necessary to ensure that the unionized sector of the industry are competitive in Simcoe County.

FOR THE UNION:

"Daniel Averó"

"Durval Terceira"

FOR THE ASSOCIATION:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: Statutory Holiday and Vacation Pay for Pieceworkers

The Parties agree, based on the existing language in the Collective Agreement concerning the above noted subject and in particular the existing language contained within the Article 18 of the Collective Agreement and Articles 2.02 and 2.04 in Schedule B of the Collective Agreement, to maintain the existing practice **irregardless** of their entitlement to, or lack thereof, under the statute, as set out below with respect to statutory holiday and vacation pay for pieceworkers;

1. The basic square foot rates, and other payments, made to pieceworkers pursuant to the work performed includes all statutory holiday pay, and vacation pay, which is owing to all persons performing work set out in a piecework invoice.
2. Based upon the above agreement, a particular pieceworker(s) who receives a payment pursuant to a pieceworker invoice directly from a main contractor is not owed any further or additional statutory holiday or vacation pay with respect to work set out in the invoice. All hourly employees/helpers of the pieceworker(s) are to receive statutory holiday and vacation pay from the pieceworker(s) who has employed/engaged them.

The parties agree that this Letter of Understanding forms part of the collective agreement which is binding upon them and which is enforced as such.

FOR THE UNION:

"Daniel Avero"

"Durval Terceira"

FOR THE ASSOCIATION:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: Industry Stabilization

In an effort to promote stability within the industry and to ensure that responsibility under the terms and provisions of the Collective Agreement, and otherwise, can be appropriately assigned, the parties agree that, notwithstanding any other article within the Collective Agreement, main carpentry contractors will only enter into contracts and/or sub-contracts with builders and/or other parties for all framing/rough carpentry work and will not enter into contracts or sub-contracts with builders and/or other parties covering only a portion of such work for a particular house or unit.

For the purposes of this Letter, "framing/rough carpentry work" includes, but is not necessarily limited to, all work involved in the preparation of footings, framing and rough-in, on a particular lot or lots and window installation and the installation of exterior trim, on a particular lot or lots if such work forms part of the overall rough carpentry contract(s) given out by the builders and work incidental to such framing/rough carpentry work including the installation of any safety devices or systems required for the performance of such work.

The parties further agree that, subject to the provisions of the Collective Agreement, including but not limited to the provisions of Schedule "B" hereto, main carpentry contractors will engage single piecework entities to perform the work normally associated with the installation of any safety devices or systems and that such work will not be divided amongst multiple piecework entities.

For the purposes of this Letter, the "classes of work" shall be as follows:

- footings
- framing and exterior trim
- rough-in
- window installation
- any other classes which the parties may agree to

A violation of this Letter of Understanding may be remedied by an Arbitrator who shall have, at a minimum, the powers as set out in Articles 6 and 14 of the Collective agreement

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

FOR THE UNION:

"Daniel Avero"

"Durval Terceira"

FOR THE ASSOCIATION:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

UNIVERSAL WORKERS UNION, L.I.U.N.A., LOCAL 183
(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**
(the "Association")

RE: Health and Safety

A Health and Safety Committee will be established with the Association, the Union and the Builders to address ongoing health and safety issues. The evolving health and safety regulation of our industry necessitates such a forum and the parties to this committee are committed to a mutual exchange of ideas, strategies and solutions unique to our industry.

FOR THE **UNION**:

"Daniel Averó"

"Durval Terceira"

FOR THE **ASSOCIATION**:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

UNIVERSALWORKERS UNION, L.I.U.N.A., LOCAL 183

(the "Union")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION
OF TORONTO & VICINITY INC.**

(the "Association")

RE: Payments to Charities

WHEREAS under the provisions of the Collective Agreement binding upon the Union and the Association and the predecessor Collective Agreements, the Union is, in certain circumstances entitled to collect, and has in fact collected, amounts of money as general damages; and

WHEREAS both the Union and the Association recognize and agree that the "purpose" of general damages under the Collective Agreement, the predecessor Collective Agreement cover and the applicable general arbitral jurisprudence, is not to "enrich" the Union;

NOW THEREFORE the Union and the Association agree as follows:

1. With respect to general damages which have been accumulated by the Union, under the terms and conditions of predecessor collective agreements binding upon the Union and the Association, and/or companies which are now represented by the Association pursuant to its accreditation order, the Union may make determinations as to charities to which payments will be made from the total general damages so accumulated. Prior to making any such payments from such funds accumulated under predecessor collective agreements, the Union will advise the Association of both the recipients and the amounts of the intended donations. Prior to any donations being made the parties, and specifically the Union, will proceed to arbitration, before one of the permanent arbitrators provided for in the Expedited Arbitration System which forms part of the Collective Agreement, and have that arbitrator verify that the intended recipient is a "registered charity" in Canada, and thereafter issue an order stating that the intended payment is both appropriate, and upon the issuing of the

order, must be made under the provisions of this Letter of Understanding;

2. With respect to general damages which are ordered in an arbitration decision and/or are provided for in Minutes of Settlement with respect to a grievance arising under the terms and provisions of this Collective Agreement, the Union and the Association agree that the Union may request that some or all of such general damages be paid to registered charities;
3. With respect to intended charitable payments arising out of grievances filed under the Collective Agreement, such payments may be provided for in either the context of the specific grievance giving rise to a particular amount of general damages, or as a result of a general request by the Union concerning the general pool of general damages collected;
4. In either case, whether the intended donations are to be made in the context of a specific grievance or the general pool of accumulated general damages, the Union shall identify the total amount of the intended donations. Thereafter, this total amount shall be divided evenly. Half of such total amount shall be paid to charities selected by the Association and the other half of the total amount shall be paid to charities selected by the Union;
5. With respect to such intended donations, no donation shall be made until one of the permanent arbitrators under the Expedited Arbitration System, which forms part of this Collective Agreement, has verified that the intended recipient is a registered charity in Canada and upon so finding, provided that the proper procedures concerning divisions of the total amounts set out in paragraph 4 above have been followed, will issue and order that the intended payment is appropriate under the provisions of this Letter of Understanding and that, upon the issuing of the order, the Union must make the payment.

6. Any arbitrator costs associated with obtaining a ruling or decision concerning the disbursement of any amounts from these funds or the charitable status of the organizations to receive the funds shall be borne by the Union.

FOR THE **UNION**:

"Daniel Avero"

"Durval Terceira"

FOR THE **ASSOCIATION**:

"Peter Oliver"

"Carlos Botelho"

"Tony Scivoletto"

"John Marrelli"

"Luciano Fiorini"

"Tony Gargaro"

"Giovanni Cautillo"

SCHEDULE "D" – EXPEDITED ARBITRATION SYSTEM

**THE RESIDENTIAL FRAME CARPENTRY & FRAMING
EXPEDITED ARBITRATION SYSTEM**

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(the "Bureau")

- and -

**RESIDENTIAL FRAMING CONTRACTORS' ASSOCIATION OF
METROPOLITAN TORONTO & VICINITY INC.**
(the "Association")

- and -

UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183
(**"Local 183"**)

(collectively referred to as the "Parties")

WHEREAS the Bureau, the Association and Local 183 agree that it is of the utmost importance to the integrity of the industry and the respective relationships that the terms and conditions of their respective collective agreements are respected and adhered to. The Parties agree that ignorance of the terms and conditions of the collective agreement between Universal Workers Union, LIUNA Local 183 and Residential Framing Contractors' Association of Toronto and Vicinity (the "Collective Agreement") or the Residential Frame Carpentry and Framing Expedited Arbitration System (the "System") shall not be a relevant factor in any proceedings taken pursuant to the System. Therefore, the Parties are intent on establishing a process that will maximize the adherence to the established terms and conditions of the Collective Agreement;

AND WHEREAS both the Bureau and the Association are bound to separate collective agreements with Local 183;

AND WHEREAS both the above-noted collective agreements binding upon the Parties provide for an expedited arbitration system;

AND WHEREAS the parties agree that, subject to Paragraph 29, any disputes with respect to the application, interpretation, or administration of the collective agreement shall be resolved by way of the System set out herein.

NOW THEREFORE the parties agree as follows and agree that the relevant provisions of the System set out herein form part of the collective

agreements binding upon them:

A. Notice of Projects and Work Undertaken

1. Builders will notify Local 183 in writing of the dates, places and names of the Framing Contractors undertaking the work with respect to any projects. Such notice will be made in accordance with the provision of the Builder's Expedited Arbitration System. Prior to commencing supplementary work on a project, the Builder must provide similar notice concerning such supplementary work.
2. Contractors shall notify Local 183 in writing of each project underway and the commencement of new projects undertaken prior to their commencement in form of attached Appendix "A". The Contractors shall also supply Local 183 with copies of all invoices from Pieceworkers working on such projects. Where a member of the Association undertakes supplementary work at a project in addition to the work previously the subject of notice to Local 183, it shall notify Local 183 in writing of the new work in the form of a completed Appendix "B" prior to commencing work.
3. Pieceworkers shall notify Local 183 in writing of all work they are performing by filing with Local 183 invoices for all such work that they are performing. Pieceworkers must adhere to the terms and conditions of the Collective Agreement and make the required remittances to Local 183.

B. Provision of Information

4. Local 183 shall provide the Association, on a monthly basis, with an opportunity, at mutually convenient times, to review sufficient information (i.e. itemized and detail location and completion breakdown [number of projects, units completed, Contractors, Pieceworkers, invoices and remittances submitted]) and the procedures which Local 183 is following, to illustrate that Local 183 is uniformly enforcing the terms and conditions of the Collective Agreement.
5. The Association shall rely upon its manager, its counsel and/or elected representative of the Association for the purposes of the above-noted processes.
6. Further, Local 183 undertakes to continue to provide the Association with the information that it is currently providing the Association and the Association recognizes that there will be a time lag of approximately three (3) months in the summer months and a lesser time lag in the winter.
7. The Association undertakes not to use and/or share the information provided for any other purpose than as contemplated herein.

C. Arbitration

8. The Parties agree that any disputes with respect to the application, interpretation, or administration of the Collective Agreement shall be resolved by way of the System set out herein.

9. **Parties:**

Local 183, the Association(s) and any of the Builders or Contractors who are signatory to the Collective Agreement may file a grievance.

10. **Prior to Referral:**

The Party seeking to refer the grievance to arbitration shall:

- (i) have served the grievance with the required parties in accordance with the terms of the Collective Agreement and this process;
- (ii) provide sufficient information in the grievance to enable the recipient to understand what the grievance concerns; and
- (iii) make best efforts to meet with the person(s) who are alleged to have violated the Collective Agreement and have made attempts to resolve the matter prior to referring the matter to arbitration.

11. **Service:**

The Party seeking to refer the grievance to arbitration shall be responsible for providing written notice, notifying all interested parties (i.e. Chief Arbitrator, Contractor, Piecemaker, Builder, both Associations, etc.) by way of facsimile transmission, courier, hand delivery, or any other means which is found to be appropriate and sufficient, of its intention to proceed to arbitration and arranging for the scheduling of a hearing.

12. **Counsel:**

It shall be at the Parties' option whether they retain counsel for the arbitration process, provided counsel are able to accommodate the hearing schedule as set by the Arbitrator. However, the hearing schedule will not be set, and adjournments will not be granted, based on the availability or unavailability of counsel, unless otherwise agreed to by the Parties. The Arbitration process shall continue day to day until completed unless otherwise scheduled by the Arbitrator.

13. **List of Arbitrators:**

The parties agree that the permanent Arbitrators under this system are as follows:

- (i) Jules Bloch;
- (ii) George Surdykowski;
- (iii) Stephen Raymond; and
- (iv) Norm Jesin.

The term "Arbitrator(s)" as referred to in this System shall include all of the permanent Arbitrators as listed above.

14. The Arbitrators named in paragraph 13 above shall be appointed on a per case basis by the Chief Arbitrator Jules Bloch, or his designate.
15. **Arbitration Fees:**
The costs of the Arbitrator shall be borne by the party who loses the adjudication unless otherwise ordered by the Arbitrator. The Arbitrator shall have the power to incorporate such findings into the award. If the costs of the Arbitrator are incorporated into the final award, the Parties agree that such amounts which Contractors are found liable for may be paid, along with any other amounts for which Contractors may be liable in the aware, out of the funds which are part of a holdback under the provisions of the System. Once the Chief Arbitrator or his designate is contacted by the party seeking to refer the grievance, and has been asked to schedule the hearing, costs will have been incurred.
16. The party referring the matter to arbitration shall directly contact the Chief Arbitrator, or his designate, who shall provide the referring party with the date, time and location for the hearing concerning the particular grievance along with any other pertinent information.
17. **Notice of Hearing**
The party referring the grievance to arbitration shall then directly provide notice containing the above noted information to the other party, the Association, any particular Pieceworker against whom relief may be sought, any particular Builders which may be involved and the Bureau. As much notice as possible of the scheduled hearing date will be provided to all parties by the referring party but such notice shall not be less than seven (7) working days prior to the hearing. In addition to the information concerning the hearing, any further content concerning the notice shall be at the discretion of the party referring the grievance, provided that it contains sufficient information to properly identify and assess the nature of the grievance or the matter in issue, subject to compliance with the terms of paragraph 10 herein.
18. **Access to Arbitration:**
Access to the expedited procedure shall be by any party, at any time, provided that sufficient and proper notice as required by paragraph 17 hereof is given.
19. **Timing:**
The arbitration shall be held on a date determined to be appropriate by the Chief Arbitrator or his designate, which is a date no earlier than the seventh (7th) working day after receipt of written notice of the referral to arbitration, in accordance with paragraph 17 above. In practice, this will likely mean evening or weekend hearings.
20. **Decisions:**
Arbitrators appointed to adjudicate disputes under the System shall endeavour to issue their awards within forty-eight (48) hours of the completion of the hearing process.

21. **Location:**
Arbitration proceedings pursuant to the System shall be held at a location determined by the Chief Arbitrator or his designate.
22. **Powers of the Arbitrator:**
The Arbitrator's powers shall arise from the Collective Agreement, the Ontario *Labour Relations Act* (the "Act") and the System. These powers include, but are not limited to, the power to determine all issues of **arbitrability**; the power to order production in advance of the hearing process and any other orders that will facilitate an efficient and fair adjudication process. For clarity, the Parties agree that the provisions of the *Arbitrations Act, 1991* shall not apply to arbitrations under the System.
23. The Arbitrator has the power to interpret and apply this System, including all Appendices. In addition, the Arbitrator will have the power to order the payment of damages and the costs of the arbitration.
24. **Holdback:**
The Arbitrator shall also have the power to:
- (i) direct a Builder to release funds according to the arbitrator's direction, which may include payments to Local 183 or a Contractor;
 - (ii) direct that future payments owed by a Builder to the Contractor be redirected to Local 183 or otherwise;
 - (iii) where more than one Builder holds funds which have been frozen pursuant to the holdback provisions, apportion the amount of frozen funds which any one Builder must redirect and/or release and apportion the amount of future payments which must be directed and/or redirected on a project by project basis;
25. **Deterrent Damages:**
- (i). The Arbitrator shall also have the power to issue a Deterrent Damages Award payable by a Contractor, who has violated the Collective Agreement, to the Enforcement Fund as described in paragraph 26 herein, in an amount up to a maximum of fifteen percent (15%) of the total amount of all other damages set out in the Arbitrator's award;
 - (ii) The Arbitrator shall also have the power to issue a deterrent damages award payable by a Pieceworker who has violated the Collective Agreement, including the Pieceworker Participation Agreement, to the Enforcement Fund as described in paragraph 26 herein, in an amount up to an amount not greater than fifteen percent (15%) of the total amount of the pieceworkers' violation;
 - (iii) The Parties agree that there is a duty upon Local 183 to investigate and take appropriate action against all employers in

order to enforce the terms and conditions of the Collective Agreement. Specifically, pursuant to the obligations as described in paragraphs 39, 40 and 41, the parties agree that, where Local 183 has been advised in writing by the Association of a potential violation of the Collective Agreement, there is an obligation upon Local 183 to investigate such potential violation and take appropriate action. Should Local 183 fail to take such action having been so advised in writing by the Association, the Arbitrator shall have the power to issue a Deterrent Damages Award payable by Local 183 to the Enforcement Fund as described in paragraph 26 herein, in an amount not exceed one hundred thousand dollars (\$100,000.00).

26. The Parties agree to establish an Enforcement Fund into which monies paid pursuant to Deterrent Damage Awards shall be deposited. A separate interest bearing jointly administered account shall be established. Said monies shall be used for the purposes of:

- (i) maintaining the enforcement processes;
- (ii) costs associated with the function of the Chief Arbitrator or his designate; and
- (iii) charity

unless otherwise agreed to by the Association and the Union.

27. The Association and the Union shall name two (2) charities each who shall be provided with monies from this fund as agreed to by the Parties.

Once the amounts and the particular charities involved have been identified, the Chief Arbitrator, Mr. Jules Bloch, will verify that the charities involved are registered charities and if so will rule that the payments proposed are therefore appropriate pursuant to this System.

28. The arbitration process shall be without prejudice to any other remedies that the parties may enjoy including application to a court or to the Ontario Labour Relations Board. However, it is understood and agreed that the Arbitrator's decision is binding and final with respect to those matters before the Arbitrator.
29. The Parties recognize that the decision of the Arbitrator herein is enforceable as a decision of an Arbitrator pursuant to Section 48 of the Act.
30. The Arbitrator shall also have the power to issue all orders and directions necessary to carry out the spirit and intent of this System.

D. Holdback System

31. Local 183 may at its option instigate a holdback mechanism as described herein. However, instigating the holdback mechanism is not a condition precedent to invoking and having access to the expedited arbitration process. Local 183 must give at least five (5)

working days notice to the Contractor to allow an opportunity within this period for the Contractor and Local 183 to resolve the dispute before exercising the holdback mechanism. Local 183 agrees to use all reasonable efforts to meet with any contractor who expresses a desire to meet with the Union during the five (5) working day period noted above. Further, Local 183 agrees that the notice of intent to invoke the hold back mechanism will provide to any contractor sufficient information to understand the nature of Local 183's concerns. If the matter remains unresolved thereafter, Local 183 may give, to all Builders or Contractors dealing with the particular Contractor, notice to freeze funds which are owed to the Contractor and the Builder or Contractor must freeze and hold back these funds. Thereafter, the money will remain frozen until Local 183 and the Contractor agree to its release, or until the Arbitrator issues his or her decision on the merits, which will address the frozen funds. If Local 183 and the Contractor do agree to release the frozen funds, such release is without prejudice to the right of Local 183 to subsequently file a grievance over the same dispute. This latter provision is intended to protect the position of Local 183, should it agree to release of the funds, but later learn that the Contractor did not in fact pay appropriate amounts, or there is some other reason that the grievance ought to proceed. In the event the grievance is referred to hearing, a copy of the notice sent to the Builders or Contractors will also be supplied to the appointed Arbitrator so that the appointed Arbitrator can appropriately address the issue of frozen funds and what should happen to those funds or any portion of them, in the decision on merits. Any Builder or Contractor that pays out any funds after having received notice to freeze such funds and without having received appropriate authorization from Local 183 and the Contractor or from the appointed Arbitrator shall immediately assume liability for the appointed Arbitrator's fees and expenses, (providing there is no reasonable explanation that the appointed Arbitrator accepts), and any other amounts for which the Contractor may be found liable in the appointed Arbitrator's decision, up to a maximum equal to the amounts of funds paid out after having received notice of the freeze. The Contractor will be liable for any excess damages.

32. The appointed Arbitrator's decision will be provided to the parties and to those who have received notice to freeze funds. Once Local 183 has received funds related to an arbitration award, it will immediately inform the Chief Arbitrator and all other parties so that the appropriate directions with respect to the release of any or all remaining frozen funds can be made.

E. Audit

33. The parties agree that, in addition to any other auditing procedures which may be provided for in the Collective Agreement, or pursuant to any arbitration decision, there will also be a random auditing system. The random auditing system will be a joint process established by Local 183 and the Association. Specifically, the Parties agree that Local 183 shall conduct the random audits every building season and the Association shall be notified of any audits and the results of such audits.

34. Pursuant to the above random audit procedures, the Parties agree that Local 183 has the power to audit any of the Prime Contractors or Pieceworkers and that any party which is notified of such an audit must co-operate with the auditors by providing all information sufficient to evidence compliance with all terms and conditions of the Collective Agreement. Failure to comply with the random auditing process will constitute a violation of the Collective Agreement and the System, and it may be enforced as such. In the event that a breach of the Collective Agreement is found a grievance may be filed and may be referred to arbitration. The appointed Arbitrator shall have the express power to award deterrent damages.

F. Pieceworkers' Adjudication Panel

35. Pursuant to Local 183's obligations and duties to police and enforce the terms and conditions of the Collective Agreement and specifically pursuant to Local 183's duties to enforce and police the Collective Agreement with respect to the conduct of its own members, the Union agrees that within three (3) months of the date of final agreement with respect to the terms and provisions of the System, Local 183 will reconvene the Local 183 Pieceworkers' Adjudication Panel. This panel will review those situations where the Union has determined that a Pieceworker may have violated the terms and provisions of the Collective Agreement, the Pieceworker Participation Agreement which forms part of the Collective Agreement, and/or the Union's Constitutional By-Laws by working for piecework rates which are lower than those provided for by the Collective Agreement and/or by any other written supplementary agreement which is called for, or provided for, by the terms and provisions of the Collective Agreement, and/or by otherwise attempting to subvert the "level playing field" which this Collective Agreement and the System are designed to protect and promote.
36. The Pieceworkers' Adjudication Panel shall, after conducting any hearings and/or other investigations which it deems to be appropriate, take appropriate action against or concerning any Pieceworker.
37. The Union agrees that it will provide appropriate information to the Association concerning any Pieceworkers who are the subject of an enquiry by the Pieceworkers' Adjudication Panel and the results of any such enquiry.
38. The Parties agree that the Pieceworker Participation Agreement will be rewritten so as to ensure that the terms of the System as captured herein will be reflected in the Pieceworker Participation Agreement and adhered to.

G. Investigations

39. The Parties agree that there is a duty upon Local 183 to investigate and take appropriate action against all Builders, Contractors and/or Pieceworkers in order to enforce the terms and conditions of the Collective Agreement;
40. Specifically, pursuant to the above noted obligations, the Parties

agree that, where the Union has been advised in writing by the Association of a potential violation of the Collective Agreement, there is an obligation upon Local 183 to investigate such potential violation and take appropriate action.

41. Grievances involving an assertion of a failure by Local 183 to carry out the obligations as set out in paragraphs 39 and 40, provided that Local 183 was provided with written notice of such alleged failure that describes the alleged failure to abide by the terms and conditions of the Collective Agreement by either the Association or any other employer who is signatory to the Collective Agreement, shall result in:
 - (i) an immediate investigation being undertaken by representatives of Local 183;
 - (ii) the results of the investigation being shared with the Association within thirty (30) days of the written notice described herein.

42. In the event of a violation having been found, the violation shall be remedied as follows:
 - (i) The appointed Arbitrator shall have the power to issue a Deterrent Damages Award as against Local 183, subject to the terms of paragraph 25 herein, where it is found to have failed to take appropriate action to enforce the terms and conditions of the Collective Agreement;
 - (ii) The appointed Arbitrator shall have the power to issue a Deterrent Damages Award as against the main/prime Contractor subject to the terms of paragraph 25 herein;
 - (iii) The appointed Arbitrator shall have the power to issue a Deterrent Damages Award as against the Pieceworker(s) subject to the terms of paragraph 25 herein;

H. Miscellaneous

43. For greater clarity, the parties agree to the following definitions:

“Builder”	Herein means a member of the Toronto Residential Construction Labour Bureau or any other company which is bound to the terms of the Local 183/Bureau Collective Agreement.
“Contractor” or “Framer” or “Framing Contractor”	Means an employer party to the Residential Framing Contractors’ Association of Metropolitan Toronto and Vicinity Inc./Local 183 collective agreements or any employer party to a similar Collective Agreement.
“Pieceworker”	Means both a dependent and an independent Pieceworker as defined by Schedule “B” to the Collective Agreement.

44. This Agreement is in effect until April 30, 2010, or as further extended by the parties hereto.

Dated at Vaughan this 3rd day of October, 2007.

On behalf of
**Universal Workers Union,
LIUNA Local 183**

On behalf of
**Residential Framing
Contractors’ Association
of Metropolitan Toronto &
Vicinity Inc.**

“Daniel Avero”

“Peter Oliver”

“Durval Terceira”

“Carlos Botelho”

“Tony Scivoletto”

“John Marrelli”

“Luciano Fiorini”

“Tony Gargaro”

“Giovanni Cautillo”

On behalf of
Toronto Residential Construction Labour Bureau

Richard Lyall

APPENDIX "A"

**NOTICE OF PROJECT START BY FRAMING CONTRACTORS
(All Projects)**

Date:

Name of Prime Contractor:

Address:

Phone: _____

Fax: _____

Name of Builder/Developer:

Location of Project:

Registered Plan#/Name:

Approx. Start Date:

Total Number of Units:

Model Type	Lot Number(s)	Square Ft.	Garage
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

STRICTLY CONFIDENTIAL: KNOWINGLY AND DELIBERATELY FALSIFYING THIS PROJECT START REPORT MAY RESULT IN LIABILITY FOR DAMAGES UNDER THE EXPEDITED ARBITRATION SYSTEM.

Prime Contractor

ACKNOWLEDGEMENT PAGE

The Universal Workers Union, L.I.U.N.A. Local 183 wishes to dedicate this page to the bargaining unit members of the committee who participated in the negotiation of the terms and conditions of the 2007-2010 Collective Agreement.

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

Bevand, John
Cardoso, Jose
De Rango, Ross
Esposito, Ives
Jaquerz, Esteban
Mastragiacomo, Michele
Niro, Renato
Riga, Bruno
Rizzuto, Joseph
Robert, Jeffrey
Smallacombe, Ron

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