

SOURCE	Union		
EFF.	95	05	01
TERM.	08	04	30
No. OF EMPLOYEES	350		
D'EMPLOYÉS	JF		

THIS AGREEMENT made and entered into this 1st day of MAY 1955

B E T W E E N :

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Employers")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

WHEREAS the Bureau acting on behalf of the Companies whose names appear on the attached Schedule of Employers and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in Construction as defined in Article 1 of this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

AND WHEREAS in order to ensure uniform interpretation and application of the Collective Agreement, the said Union recognizes the formation by the Employers of the Bureau and agrees to deal with the said Bureau as the agent of the Employers who are Members thereof in negotiation and administering a common Collective Agreement and agrees **not** to negotiate with any of the said Employers on an individual basis;

AND WHEREAS the Employers recognize the Union as the Collective Bargaining Agent with respect to the employees of the Employers covered by this Agreement;

NOW THEREFORE it is agreed as follows:

ENTERED

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ARTICLE 1 - RECOGNITION

1.01 (a) Each of the Employers recognizes the Union as the Collective Bargaining Agent for all of its own Construction employees engaged in the on-site construction of all types of low-rise housing only and their natural amenities while working in the County of Simcoe and in O.L.R.B. Geographic Area No. 8, namely the Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar and the Towns of Ajax and Pickering in the Regional Municipality of Durham, save and except employees employed as non-working foremen, watchmen and engineering staff.

(b) Low-rise housing for the purposes of this Agreement shall mean non-elevated housing of not more than three (3) storeys in height (basement plus three '3' storeys).

1.02 Each of the Employers agree that when engaged in the on-site construction of apartment buildings, they shall abide by the terms and conditions of the Collective Agreement between the Metropolitan Toronto Apartment Builders Association and the Labourers' International Union of North America, Local 183, then in effect. The term "apartment building", when used in this Article, shall have the same meaning as in the Collective Agreement between the Metropolitan Toronto Apartment Builders Association and the Labourers' International Union of North America, Local 183.

1.03 (a) The Employer agrees to contract or subcontract the following work only to Contractors who are in contractual relations with the Union:

i) Basement Forming;

- ii) Concrete and Drain;
- iii) Frame Carpentry;
- iv) Utility Construction (effective on June 1, 1993).

In addition to the foregoing obligations upon the Employer, the Employer agrees that when it contracts or subcontracts frame carpentry work, it shall require that the installers of such framing shall be covered by and be compensated in accordance with the Collective Agreement between the Residential Framing Contractors Association and the Union.

- (b) i) Whenever an Employer covered by this Agreement engages in construction which includes all of the following:

- where he owns a tract of land, services it,
- sub-divides it and builds houses on it, the Employer will only contract or subcontract Sewer and Watermain and Road Building to Contractors who are in contractual relations with the Union.

The Union shall forthwith supply to the Bureau a list of those Contractors which are in contractual relationship with it, which list shall be revised by the Union as necessary, but in no event less than quarterly.

- ii) Where a member Employer of the Bureau engages in providing site services as in 1.03 (b) (i) as part of an association of companies or as an associate of another company, the member

Employer will not be considered an "Associated Company" unless it falls within the definition of Associated company as defined in the Income Tax Act Canada.

(c) Should a contract or subcontract for general on-site labour, as defined in Article 1, 1.01 and Schedule "A", Section 4 - Classifications, hereof, be awarded, such subcontractor must be in contractual relationship with L.I.U.N.A., Local 183.

Notwithstanding the preceding, and without prejudice, the following will be exempted:

- i) Final House and Window Cleaning, and on-going Housekeeping Maintenance;
- ii) Landscaping and Driveway Paving;
- iii) Those Labourers normally employed by traditional Trades such as Drywall, Mechanical, etc.

1.04 In the event an Employer covered by this Agreement engages in the Construction of Houses as herein defined, by means of a Corporation, individual, firm, Syndicate or Association or combination thereof, and where the Employer is the Builder, it shall be deemed that the Corporation, individual, firm, Syndicate or Association or combination thereof, is bound by the Agreement for the purposes of such Construction work.

1.05 If the Employer is actively engaged in the performance of work covered by the Union's other collective agreements a set out in Schedule "B" of this Agreement it shall be performed under this Agreement according to the terms and conditions of the Union's applicable agreement as outlined in Schedule "B" of this Agreement.

ARTICLE 2 - UNION SECURITY

2.01 All employees shall, when working in a position within the Bargaining Unit described in Article 1 hereof, be required as a condition of employment, to be a Member in good standing of the Union before commencing employment, and shall be required to maintain such Membership while working within the Bargaining Unit for the duration of this Agreement. The Union shall not unreasonably refuse the right to any applicant to become a member.

2.02 In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a Referral Slip from the Union prior to his commencing employment. It is understood and agreed that the Union may refuse to issue a Referral Slip to the employee requested by the Employer, only in the event that the employee is not in good standing with the Union.

2.03 It is expressly understood and agreed that no Employer shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than non-payment of regular monthly Dues or the refusal of the employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.

2.04 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.

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

2.06 In the event that the Union desires to enter into a collective agreement with a Low-Rise Housing Contractors who is not bound by this Collective Agreement, the Union agrees that such collective agreement should be on terms no more advantageous than this Collective Agreement, as amended, to reflect that this Collective Agreement is with an individual employer not the Association herein.

ARTICLE 3 - MANAGEMENT RIGHTS

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

i) to conduct his business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

ii) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined, or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of Grievance Procedure;

iii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

iv) to assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and to establish and maintain an efficient mobile work force with diverse skills, and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

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

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

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

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

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

iii) Grievances dealing with alleged violations of Hours of Work, Rates of Pay, Overtime, Travel Expenses, and/or Vacation Pay, may be brought forward within three (3) months of such alleged violations. Grievances dealing with alleged violation of welfare, pension, dues, training fund and/or industry fund provisions may be brought forward within forty-five (45) days after the circumstances giving rise to such grievance became known or ought reasonably to have become known to the Union. It is further understood that such grievances may be retroactive to the first day of the alleged violation provided such grievances are proven.

ARTICLE 5 - ARBITRATION

5.01 The parties to this Agreement agree that any Grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 4 which has not been settled will be referred to an Arbitrator at the request of either of the parties hereto.

5.02 There shall be three (3) Official Arbitrators under this Agreement who shall be the first three (3) Arbitrators who are mutually agreed upon by the parties in any Grievances filed under this Agreement. The said three (3) Official Arbitrators shall be used on a rotating basis. However, if the Official Arbitrator selected on the rotating principle is not able to arbitrate the Grievance within ten (10) working days of receiving a Notice to Arbitrate, then the Grievance shall be arbitrated by the next Arbitrator. The Official Arbitrator shall hold a Hearing within ten (10) working days from the day of receiving a Notice to Arbitrate.

5.03 In the event that during the lifetime of this Agreement one or more of the said agreed-upon Official Arbitrators will be unable to serve their term as Arbitrator then the parties shall meet within ten (10) working days of receiving such notice of **the** termination of the Arbitrator(s) and agree to appoint a **new** person(s) to act as Official Arbitrator(s). In the event that the parties will be unable **to agree** upon the Official Arbitrator(s), then the matter shall be referred to The Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as Official Arbitrators(s),

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

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

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

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

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

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

5.10 The parties to the Agreement agree in principle to amend the arbitration provisions to allow for the expedited arbitration of policy disputes.

ARTICLE 6 - MANAGEMENT GRIEVANCES - UNION GRIEVANCES

6.01 It is understood that the Employers, or any of them may, though the Bureau, file a Grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a Grievance and referred to Arbitration in the same way as a Grievance of an employee. such Grievances shall be processed as set out in Article 4, 4.03 hereof.

6.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the Bargaining Unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought

forward, in writing, in accordance with Article 4, 4.03 of the Grievance Procedure, and if it is not settled at this stage, it may ultimately go to a Board of Arbitration in the same manner as a Grievance of an employee.

ARTICLE 7 - SCHEDULE "A"

7.01 Attached hereto as Schedule "A" to this Agreement are Schedules of:

1. Hours of Work and Overtime
2. Payment of Wages
3. Vacation Pay and Statutory Holiday Pay
4. classifications
5. Working Dues
6. Pension Plan
7. Welfare
8. Travel Allowance
9. Maintenance of Existing Rates - Out-of-town

ARTICLE 8 - UNION REPRESENTATIVE

8.01 It is agreed that a Union Steward may be appointed by the Union for each project operated by the Employer.

- i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the

project, in writing.

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

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

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

8.03 The Business Representative of the Union shall have access to all working areas during working hours, but in no case shall his visit interfere with the progress of the work, when visiting a job, he will first advise and identify himself to the Job Superintendent or other Supervisory Personnel of the Employer.

8.04 Subject to the rights of Union or Shop Stewards in the case of lay-offs as provided for in this Collective Agreement, a health and safety representative or a member of a joint health and safety committee shall be one of the last three (3) employees of the Employer retained on any job provided that he is competent and capable of performing the remaining work.

ARTICLE 9 - PRODUCTIVITY

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

9.02 (A) 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 each Employer agrees that they will not cause a lockout. The Employers shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any strike, slowdown or picketing, which interferes with the regular schedule of work.

9.02 (B) The right to Honour Lawful Picket Lines - the employees or any Employer may refuse to cross a lawful picket line of the Union, Local 183, 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 contractor which continues to perform work on the project where the Employer is engaged.

9.03 As provided in the employees' Health & Safety Act, Section 3, (2), the Union agrees that their Members will not refuse to use or operate a machine, device or thing, or work in a place that has been declared safe following an investigation in accordance with Section 3.

9.04 The Union agrees it will not involve the Bureau or its Member Companies in any dispute which may arise between the Union and any other Company and the employees of such other Company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

9.05 It is understood that this Agreement relates solely to the Bargaining Unit described in Article 1, 1.01 herein, and the said Agreement cannot be utilized in any way as an offset with

respect to Collective Agreements between the parties hereto for any other Bargaining Units.

ARTICLE 10 - SHELTER - SANITATION - SAFETY - TOOLS

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

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

- a) securely locked when not in use;
- b) insured against loss from fire or burglary to a

maximum of \$250.00 (two hundred and fifty dollars) with a minimum deductible of \$100.00 (one hundred dollars).

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

10.03 The Employer will supply the employees with whatever tools are necessary to perform the job functions assigned. The Employer shall supply rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practice.

10.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association. The Employer agrees said helmet

shall be supplied by him at no cost to the employee. If an employee, at termination of employment, does not return said helmet, he shall be charged the cost.

10.05 A Safety Committee is to be established. This Committee will be composed of two (2) Members of the Union and two (2) Members of the Bureau. Safety Meetings, not to exceed one (1) per month, will be held and may be called by either party.

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

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

ARTICLE 11 - LAY-OFF

11.01 Seniority shall be the governing factor at the time of any lay-off providing the senior employee is capable of performing the available **work**.

11.02 The parties agree that employees who are laid off shall be entitled to recall for a period of up to twelve (12) months and further agrees that notwithstanding Article 11.01 the order of recall shall be at the discretion of the Employer.

It is understood that no new employees will be hired until all laid-off employees have been offered recall.

11.03 Employees will lose their recall rights **and** shall be

deemed to be terminated if he:

- a) fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Employer is given;
- b) fails to return to work within four (4) days upon being recalled by the Employer.

If the Employer is unable to contact a laid-off employee, he shall then notify the Union of his intent to recall. The Union shall be notified at the same time as the employee.

11.04 When an Employer transfers an employee from high-rise to low-rise operations, such labourer will still retain his seniority in the high-rise operation.

11.05 New employees shall be subject to a ninety (90) day probationary period with seniority accumulated from the commencement of their employment in the event they complete their probationary period.

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

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

12.02 If the employee's prior job is no longer available and similar work is not available, or the employee by re-entering the

Classification causes an excess number of employees, the employee who have been with the Employer the least time in the Classification will be subject to lay-off.

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

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

ARTICLE 13 - INDUSTRY, UPGRADING AND RETRAINING

13.01 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in form, the terms and conditions herein, shall contribute the sum of thirty-one (31) cents per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit monthly to the Local 183 Members' Training Fund such contributions together with a duly completed Employer's Report Form, by the fifteenth (15th) day of the month following the month for which **the** payments are due, and such money shall be distributed as follows:

a) The sum of sixteen (16) cents per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be immediately paid to the Bureau by the Trustees of the Local 183 Members' Training Fund as each Employer's contribution to the cost of negotiating and administering this Agreement.

b) The sum of fifteen (15) cents per hour for each hour

worked by each employee covered by this Agreement or such like agreement, shall be retained by the Local 183 Members' Training Fund.

13.02 It is understood that the purpose of the Fund will be to establish a Training Programme in order to upgrade and improve the skills of Union Members.

13.03 The said Trust Fund shall be jointly Trusteed. The Bureau shall have the right to appoint one (1) Trustee on the Board of Trustees should they so desire.

**ARTICLE 14 - WELFARE, PENSION, TRAINING, MEMBERS' BENEFIT FUND,
LEGAL AND OTHER REMITTANCES**

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

14.02 _____

The Labourers' International Union of North America, Local 183 and the Association agree to amend section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section 8.01

"Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

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

14.03 **Ergonomics Training**

(a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund. Any employees hired on Monday, Tuesday or Wednesday must take the course no later than the following Saturday. Any employee hired on

a Thursday or Friday must take the course no later than the second following Saturday.

(b) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by Labourers' Local 183 Members' Training Fund.

(c) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

**ARTICLE 15 - 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 an Employer to pay any Employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations to the **Employment Standards Amendment Act, 1991** in relation to the Employee Wage Protection Program.

Clarity Note

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

ARTICLE 16 - DELINQUENCY

16.01 In the event that any contributions or deductions required to be made by this Agreement are received by the Union

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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 not in advance) on the gross amount overdue.

ARTICLE 17 - DURATION OF AGREEMENT

17.01 This Agreement shall become effective the 1st day of May, 1995 and shall remain in effect until April 30, 1998 and shall continue in force from year-to-year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement, not more than one hundred and twenty (120) days and not less than ninety (90) days before April 30, 1998 or in a like period in any year thereafter.

LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 183

TORONTO RESIDENTIAL
CONSTRUCTION LABOUR BUREAU

R. [Signature]
Anton [Signature]

[Signature]
[Signature]
[Signature]

SCHEDULE "A"

1. HOURS OF WORK AND OVERTIME

1.1 Work Day, work Week

The regular working day shall consist of nine (9) hours per day between the hours of 7:00 a.m. and 5:30 p.m. The regular work week shall consist of forty-four (44) hours per week, Monday to Friday inclusive.

For the period December 15 - April 15 the regular work week shall consist of six (6) days per week Monday - Saturday - forty-four (44) hours per week. However, the work day shall not exceed nine (9) hours per day.

1.2 Shift Work

Nine (9) hours' pay for eight (8) hours' work will be paid if a man is scheduled to work five (5) shifts per week if the majority of his shift is outside the 7:00 a.m. to 5:30 p.m. **spread.** Employees directed to start work after 1:00 p.m. shall be considered on Shift Work.

1.3 Overtime

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in item 1, 1.1 and 1.2 above, shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Sundays and Statutory Holidays. Overtime shall be on a voluntary and rotating basis provided the employee is capable of performing the work available.

1.4 **Sundays and Statutory Holidays**

All work performed on Sundays and the following Statutory Holidays shall be paid for at the rate of **double** the employee's regular rate:

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

1.5 **Reporting Allowance**

An employee who reports for work at his regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour's reporting time. An employee who reports for work at his regular reporting time at the Employer's shop or site, unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours' reporting time.

1.6 **coffee and Lunch Breaks**

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

2. **PAYMENT OF WAGES**

2.1 In the case of lay-off all men will receive one (1) day's

notice in advance. When a man quits or is dismissed he shall give, or be given, one (1) hour's notice.

2.2 Whenever Unemployment Insurance Separation Certificates and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer to the employee by registered letter to his last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case he will receive them by his next regular pay period.

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

3. VACATION PAY AND STATUTORY HOLIDAY PAY

3.1 Vacation Pay and Statutory Holiday Pay for all employees covered by this Agreement shall be paid at ten percent (10%) of gross wages earned.

3.2 It is understood and agreed that six percent (6%) of the ten percent (10%) of the gross wages to be considered in lieu of Statutory Holiday Pay.

3.3 Effective June 1st, 1991, each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, shall pay Vacation and Statutory Holiday Pay at the rate of ten percent (10%) of gross earnings on behalf of each employee covered by this Agreement or such like agreement and remit same monthly to the Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund together with a duly completed Employer's Report Form by the fifteenth (15th) day of the month

following the month for which the payments are due.

It is understood and agreed that the said ten percent (10%) earnings is **paid** as both Vacation Pay and Statutory Holiday Pay. The terms of the Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund are set out in a separate trust document which is hereby made part of this Agreement. Payments from the said fund are to be made to the employees in the first two **(2)** weeks of June and November in each year.

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

The Employer shall provide a written reply to a written vacation request within five **(5)** working days.

3.5 Local 183 Members' Vacation Pay Fund

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

Article 4.03(h)

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

- (i) to the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- (ii) to provide for any liability for income tax in respect of the income of the Fund;
- (iii) to the payment of Vacation Pay to the employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this Agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time as may be required by the Employment Standards Branch, of The Ministry of Labour;
- (iv) to the setting up of any reserves which Trustees may deem appropriate; and
- (v) at the conclusion of the fiscal year end of the Vacation Pay Fund, any surplus balance will be split between the Union and Bureau on a fifty-fifty basis and remitted to the Union and Association.

3.6 **Merger of Vacation Pay Funds**

The Labourers' International Union of North America,

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

4. **CLASSIFICATIONS AND WAGES**

4.1 **Group 1**

All employees covered by this Agreement other than the employees set forth in Group 2.

<u>May 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$18.75	\$18.975	\$19.20

Group 2

Carpenter

<u>May 1, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
\$22.75	\$22.975	\$23.20

4.2 Working Foreperson:

Working Foreperson shall be paid one dollar (\$1.00) per hour in **excess** of the average hourly rate paid to the members of his crew.

5. WORKING DUES

5.1 The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of two percent (2%) of gross wages for each employee covered by this Agreement.

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

6. PENSION PLAN

6.1 The Employer agrees to pay the sum of one dollar and sixty-two cents (\$1.62) per hour for each hour worked by employees coming within the bargaining unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.2 Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the payment was made.

7. WELFARE AND LEGAL PLAN COVERAGE

7.1 The Employer agrees to pay the sum of one dollar (\$1.00) per hour for each hour worked by each employee into Labourers' International Union of North America, Local 183 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, medical, dental coverage or similar benefits for the

employees covered by this Agreement as set out below:

7.2 Prepaid Legal Plan

(a) Effective May 1, 1995 the Employer agrees to pay the sum of five (5) cents for each hour worked by each employee represented by **Local 183** to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.

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

(c) In the event that the Trustees of the prepaid legal services fund determine that the contribution is insufficient to finance the prepaid legal service benefits, then the parties agree to executive 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 services 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.

(d) The Labourers' International Union of North America, Local 183 Members' Benefit Fund shall make all necessary payments and cause to be filed all documentary requirements of the said Plan and the employees covered by this Agreement shall have no claim against the Employer in regard to that Plan.

8. TRAVEL ALLOWANCE

8.1 No travelling expenses will be paid, on jobs located within the area described in Schedule "C". (see Map)

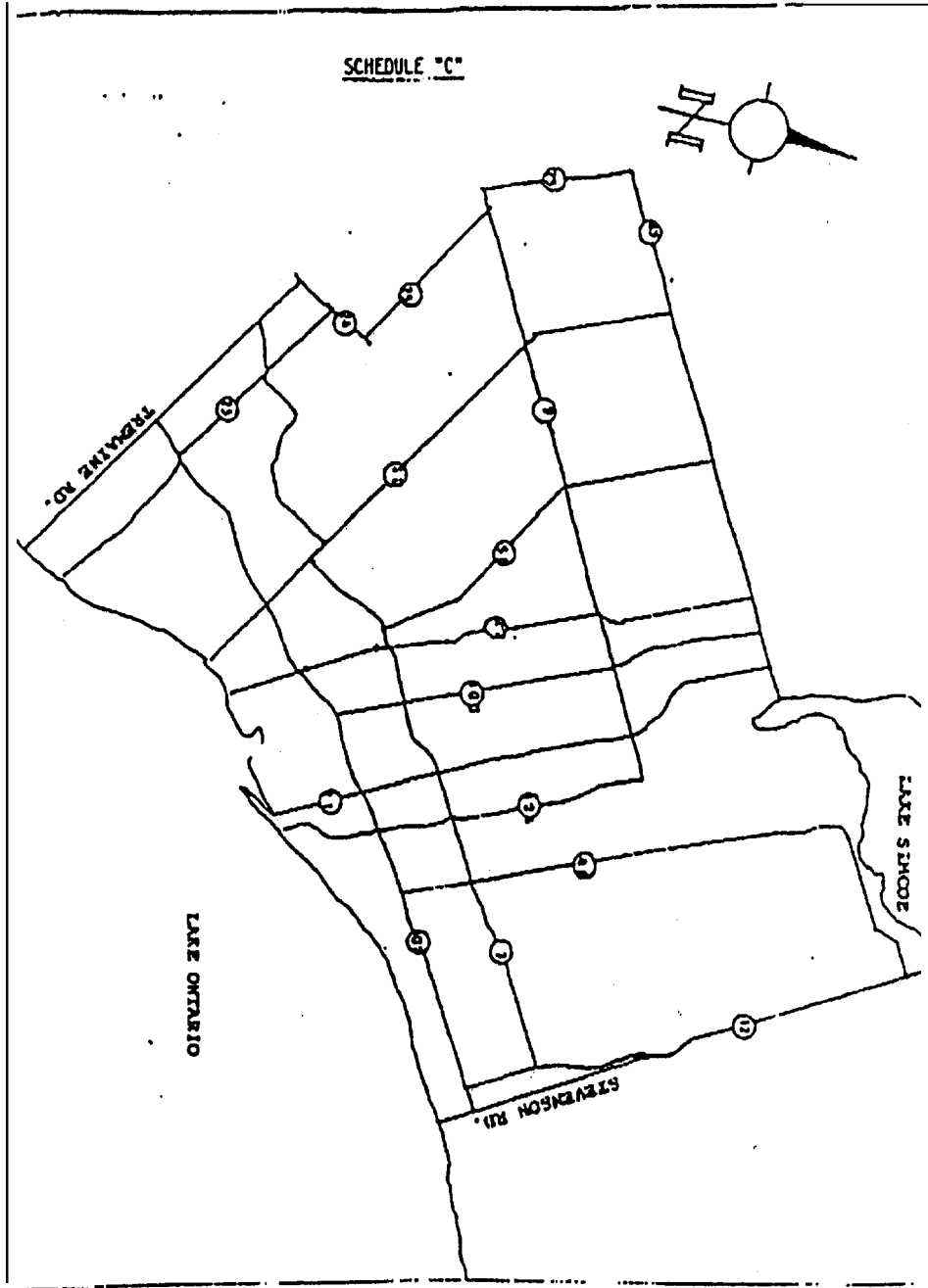
8.2 For areas outside Schedule "C", the Employer shall pay an amount equal of 30 minutes per day travelled. (see Map)

8.3 The Employer may provide transportation in lieu of Travel Allowance; the assembly point will be within Metropolitan Toronto. Travel time is in addition to the normal working day.

9. MAINTENANCE OF EXISTING RATES - OUT OF TOWN

9.1 In the event that the Employer requires any employee to work outside the geographical area of this Agreement, then the rates and conditions of this Agreement shall be maintained and room and board allowance shall be paid or provided to him.

MAP



T.R.C.L.B.

SCHEDULE OF EMPLOYERS

- >Bay-Tower Homes Company Ltd.
- X Beziec Developments Limited
- X Brandy Lane Group Inc.
- X Canada Homes Inc.
- X H & R Developments
- X Coscan Development Corporation
- X Country Homes Ltd.
- X The Daniels Group Inc.
- X Fieldgate Developments & Construction
- X Fram Construction
- X The Georgian Group
- X Great Gulf Homes
- X Greenpark Homes
- X Heron Homes
- X Karvon Construction
- X Laurier Homes
- X Metro Geranium Partnership Ltd
- X Oxville Homes Limited/Fernbrook
- X Regal Crest Homes
- X Remington Homes
- X Senator Homes
- X Springtown Homes
- X Sundial Homes
- X Town Wood Homes Limited
- X Tribute Developments
- X Victoria Wood Development Corporation
- X George Wimpey Canada Limited

SCHEDULE "B"

- a) "The Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Union, Local 230 and the Union.
- b) "The Sewer and Watermain Agreement" being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- c) "The Forming Agreement" being a Collective Agreement between The Ontario Formwork Association and The Formwork Council of Ontario.
- d) "The Apartment Builders' Agreement" being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- e) "The Carpentry Agreement" being a Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- f) "The Concrete and Drain Agreement" being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- g) "The Residential Low-Rise Forming Agreement" being a Collective Agreement between The Residential Low-Rise Forming Contractors Association of Metropolitan Toronto & Vicinity and the Union.

SETTER OF UNDERSTANDING

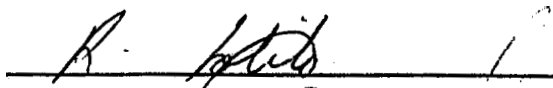
The Parties agree to convne an Economic Review on or about October 31, 1996. The purpose of this meeting is to review all matters related to the Residential Housing Construction Industry including, but not limited to the status of Bricklaying, and the introduction of a classification of "new hires" into the Collective Agreement.

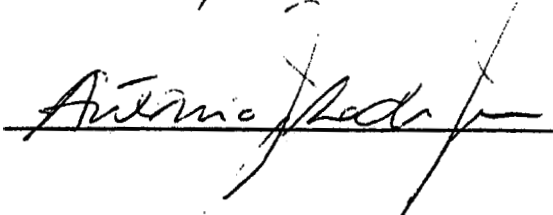
DATED at Toronto this 11TH day of Dec , 1995.

LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 183

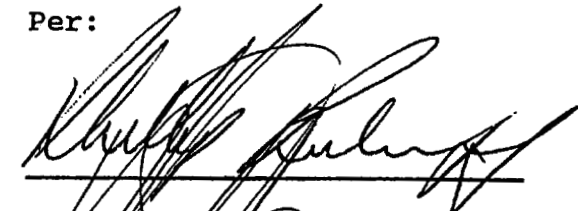
TORONTO RESIDENTIAL
CONSTRUCTION LABOUR BUREAU


Per:

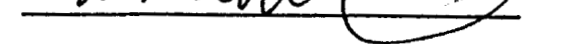




Per:







Current Monetary Package and Increases

	May 1, 1995	May 1, 1996	May 1, 1997
Hourly rate	18.75	+ .225	+.225
Vacation with Pay	1.875	.025	.025
Pension Fund	1.62	.00	.00
Welfare Fund	1.00	.00	.00
Training Fund	.15	.00	.00
Prepaid Legal	.05	.00	.00
Total Package	23.445	23.695	23.945

Cost to Employer

Industry Fund	.16	.00	.00
<u>TOTAL COST TO EMPLOYERS</u>	23.605	23.855	24.105

Wages for Other Groups

Carpenters	22.75	22.975	23.20
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Foreman shall receive \$1.00 per hour excess of the average hourly rate of members in his group.

Deductions from Wages

Working Dues	2% of Gross Hourly Wages
Member Dues	\$16.00 Monthly.

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