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EFF.	01	05	01
TERM.	01	04	30
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYES	78		

**Collective Agreement**

**Between:**

**Toronto Residential Construction Labour Bureau**

**and**

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

**May 1, 2001 - April 30, 2004**

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 Toronto Residential Construction Labour Bureau -and-  
 Universal Workers Union. L.I.U.N.A. Local 183

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## THE HOUSE BUILDERS COLLECTIVE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2001

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
Housing industry Centre, 20 Up John Road, Suite 104, Toronto, Ontario, M3B 2V9  
(hereinafter called the "Bureau")

- and -

**UNIVERSALWORKERS UNION**  
**L.I.U.N.A. LOCAL 183**  
1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3  
(hereinafter called the "Union")

**WHEREAS** the Bureau, acting on behalf of the **Employers** which are members of the Bureau, and on behalf of various other **Employers** pursuant to the accreditation certificate issued to the Bureau by the Ontario Labour Relations Board, and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as set out in Article 1 of this Collective Agreement; and to provide for and insure uniform interpretation and application in the administration of the Collective Agreement;

**AND WHEREAS** the **Bureau** recognizes 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:

**'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 and their natural amenities up to the date of closing or date of occupancy, which ever occurs first, of said housing or part thereof while working in the County of Simcoe and in O.L.R.B. Geographic Area No. 8, namely the City of 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, and such other geographic areas to which this agreement may apply to pursuant to Schedule A Article 8 and/or any other appendices 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 Universal Workers Union, L.I.U.N.A. 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 Universal Workers Union, L.I.U.N.A. Local 183.

**1.03** (a) The Employer agrees to contract and/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
- v) Bricklaying
- vi) Marble, Tile and Terrazzo work effective Jan. 1, 2002  
Counter-tops are not included in the definition of marble, tile ,  
terrazzo work . (Note: This addition is contingent upon the Union

being able to satisfy the Association within thirty (30) days of the date of signing that it, as of that date, satisfies the test as outlined in paragraph (1) of Letter of Understanding No. 111 (attached), and should there be a disagreement on this issue it may be referred to arbitration).

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,
  - subdivides it and builds houses on it, the Employer will only contract or subcontract Sewer and Watermain, Utility, and Road Building to Contractors who are in contractual relations with the Union.
- 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 Universal Workers Union, 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.
- (d) The Union must 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. The Union must also supply to the Bureau a copy of all current collective agreements with each and every Employer's Organization for every trade or sub-trade mentioned in the subcontracting clause or the **cross-over** clause of this Agreement.

**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 as set out in Schedule "C" 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 "C" 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 following month to the **Secretary/Treasurer** of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

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

**2.06** In recognition of, and further to, the accreditation certificate issued to the Bureau by the **Ontario Labour Relations Board**, 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.

(v) It is agreed that none of the above noted rights shall be exercised in a manner which is unreasonable, arbitrary, discriminatory or in bad faith.

**3.02 Technology Clause** In the event that during the term of this Collective Agreement industry developments or practices result in new methods of construction and/or result in the requirement for new classifications of any employee of any Employer covered by this Collective Agreement, whether or not such changes are the result of technological change or not, the

Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications and wage and/or piecework rates applicable thereto. Failing the agreement of the parties with respect to the establishment of new classifications and/or wage and/or piecework rates applicable thereto, either party may refer such issues to arbitration for final and binding determination.

#### **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 and/or any other 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 Arbitrator(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 and/or by the arbitrator or board of arbitration if it is determined that it is reasonable and equitable to do so in all of the circumstances.

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

**5.10** In addition to the above procedures, a grievance arising under the provisions of this agreement may be referred to the Expedited Arbitration Procedure established by the Local 183 Expedited Enforcement Systems. It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement Systems, save and except for those provisions requiring builders to provide notices of work and notices of contracts or sub-contracts to the Union, and any penalties, bonds and costs (save and except such arbitration costs which relate to a builders non-compliance with a holdback request) form part of this Agreement and that all such incorporated terms and conditions of the Local 183 Expedited Enforcement Systems, 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 Local 183 Expedited Enforcement Systems or the Ontario Labour *Relations Act*.

**5.11** Any arbitrator or board of arbitration with jurisdiction to interpret, apply or enforce this Collective Agreement whether such jurisdiction is derived from the Collective Agreement and/or the *Ontario Labour Relations Act*, shall consider all relevant evidence, and with respect to such evidence, is not, and shall not, be restricted by any limitation concerning the introduction of evidence which may apply to applications under sections of the *Ontario Labour Relations Act*.

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

**6.01** It is understood that the Employers, or any one of them through the Bureau, 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 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 including Pre-paid Legal, Long Term Care and Camping Ground
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 providing that he is competent and capable of performing the remaining work.
- 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, slow down 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.
  
  - (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~~ the Employer 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.

#### **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 \$500.00 (five hundred 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 the said helmet, he shall be charged the cost.

**10.05** 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 work person 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.

**0.07** The Bureau will encourage its members and all other Employers for whom it bargains to ensure that all necessary required and/or reasonable hooks, tie-ons and other safety devices are installed and in place to allow all members of Local 183 to attach and tie on their safety harnesses and/or straps whether such members are employed directly by the Employer or by a contractor and/or subcontractor working on the Employers job site.

### **ARTICLE 11 - LAY-OFF**

**11.01** All members of the Union who have seniority under the terms and provisions of this Collective Agreement, as of May 1 2001 with any Employers who are bound to this Collective Agreement shall maintain that seniority and shall maintain the right to acquire seniority with any other employers ("existing members").

**11.02** Any employees who have not already acquired seniority with any Employer under this Collective Agreement shall not be entitled to acquire seniority rights and the provisions of this Collective Agreement with respect to lay off and recall by seniority shall not apply to such employees ("new members") save and except that it is agreed that the lay off and recall of such new members shall not be done in a manner which is arbitrary, discriminatory or in bad faith and save and except as set out in Schedule "A" of this Collective Agreement with respect to the priority that such members will have over apprentices in situations concerning lay off and recall.

- 11.03**
- (a) All new members working for the Employer shall be laid off prior to the lay off of any existing members who have established seniority rights with the Employer;
  - (b) All existing members who have established and maintain their seniority rights with the Employer shall be recalled to employment prior to the hiring or re-hiring of any new member, providing that such existing employees are capable of performing the available work;
  - (c) Any existing member, who is eligible to acquire seniority rights under this agreement, shall be subject to a ninety (90) day probation period with the Employer, and thereafter his seniority date with that Employer shall revert back to the date of first hire;

- (d) Layoffs for existing members who have acquired seniority rights shall be by seniority date providing that the senior employees are capable of performing the available work;
- (e) The parties agree that existing member, who have seniority rights, and who are laid off shall be entitled to recall for a period up to twelve months, The order of recall shall be at the discretion of the employer.

**11.04** An existing member will lose his recall rights with any particular employer, and shall be deemed to be terminated if he:

- (i) fails to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given;
- (ii) fails to return to work within four (4) working days of being recalled by the Employer;
- (iii) if the Employer is unable, for any reason, to contact the laid off employee to advise him of his recall to employment, the Employer shall notify the Union and thereafter the Union shall have a period of five additional working days in order to attempt to notify the member concerned of the Employer's intent to recall him;
- (iv) On no account shall an employee who is transferred by an employer from its low rise operation to its high rise operation suffer any loss or disadvantage with respect to seniority rights by virtue of such a transfer.

**11.05** At the request of the Union the Employer will supply a seniority list to the Union forthwith.

**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 has 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 **forty** (40) 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 Funds 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 twenty five (25) 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 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.

**13.04** Both parties agree to conduct an annual complete labour supply and training needs assessment to be completed in September in any given year. The assessment will identify training and recruitment needs for the upcoming year. Both parties agree to pursue any and all efforts to meet any targets set. This process will be open to the participation of any other associations bound to Local 183 agreements.

**13.05** The Employer shall pay the special assessment or an increase in its industry fund contributions due pursuant to this Article if the Bureau notifies the Union and the Employer of the special assessment and/or increase in its industry fund contributions due pursuant to this Article at least (60) days before the effective date of the special assessment or increase.

#### **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. It is agreed that the Bureau may appoint a trustee to the Local 183 Members' Benefit Fund.

**14.02 Local 183 Member's Training Fund**-The Labourers' International Union of North America, Local 183 and the Association agree to amend section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 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**

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**15.01** 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** (as amended from time to time), 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 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 1<sup>st</sup> day of May, 2001 and shall remain in effect until April 30, 2004 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, 2004 or in a like period in any year thereafter.

DATED AT Toronto THIS 13 DAY OF MAY 2002.

For the Union:

A. Dionisio  
Antonio Dionisio

Jorge Vala  
Jorge Vala

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For the Bureau:

Richard Lyall  
Richard Lyall

Jason Ottey  
Jason Ottey

Phil Rubinoff  
Phil Rubinoff

Sheldon Alspector  
Sheldon Alspector

Tad Putyra  
Tad Putyra

Ernie Rinomato  
Ernie Rinomato

Mauro Baldassarra  
Mauro Baldassarra

“ERRORS AND OMISSIONS EXCEPTED”!



# SCHEDULE "A"

## ARTICLE 1 - HOURS OF WORK AND

### **1.01 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.

### **1.02 SHIFT WORK**

Nine (9) hours' pay for eight (8) hours' work will be paid if an employee 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.

### **1.03 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.

### **1.04 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  |                  |

**1.05 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.

**1.06 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.

**ARTICLE 2 - PAYMENT OF WAGES**

**2.01** In the case of lay-off all employees will receive one (1) day's notice in advance. When an employee quits or is dismissed the employee shall give, or be given, one (1) hour's notice.

**2.02** 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.

**2.03** 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.

**ARTICLE 3 - VACATION PAY AND STATUTORY HOLIDAY PAY**

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

**3.02** 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.

**3.03** 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,

**3.04** 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.

**3.05 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 Employer on a fifty-fifty basis and remitted to the Union and Association.

### **3.06 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.

## **ARTICLE 4 - CLASSIFICATIONS AND WAGES**

### **4.01 GROUP 1 - LABOURERS**

All employees covered by this Agreement other than the employees set forth in Groups 1(A) and 2.

<b>May 1, 2001</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>
<b>\$20.87</b>	<b>\$21.55</b>	<b>\$22.19</b>

#### **1(A) - WYOMEN/SEI :IMEN**

<b>Sept 1, 2001</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>
<b>\$21.87</b>	<b>\$22.55</b>	<b>\$23.19</b>

#### **GROUP 2 OTHER PERSON**

<b>May 1, 2001</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>
<b>\$24.87</b>	<b>\$25.55</b>	<b>\$26.19</b>

### **4.02 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.

### **4.03 APPRENTICESHIP**

In anticipation of the approval, but not contingent upon the approval, of the creation of the Construction Craft Worker, the parties agree to establish a joint apprenticeship system by September 1, 2001. It is agreed that, upon the establishment of such a joint apprenticeship system, apprentices may be utilized to perform bargaining unit work in accordance with the following terms and conditions:

- (a) All current members of the Union will be grand-fathered as journeymen labourers and will be considered as such by all employers bound to this agreement;

- (b) The ratio of journeymen to apprentices employed by an Employer at any given time will be not less than 2 to 1;
- (c) The schedule of rates of pay with respect to apprentices will be established by the Parties according to industry norms based upon a sliding scale percentage of the journeymen rate as the apprentice moves through the apprenticeship system;
- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations (if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;
- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the parties have established, prior to commencing work. Further all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the parties;
- (f) The parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;
- (g) Any person who is not registered as an apprentice shall receive the full journeymen rate for the entire period of his employment prior to him becoming registered;

- (h) If the ratio with respect to journeymen and apprentices is not complied with by any employer then all apprentices shall receive the full journeymen rate for the relevant period of employment.
- (i) It is agreed that prior to laying off any journeymen all apprentices will be laid off. It is further agreed that prior to recalling any apprentices to work, all journeymen with seniority rights under this Collective Agreement or who have been laid off by the Company not less than three months prior to the date of recall, will be recalled. It is further agreed that prior to registering or hiring any new apprentices, the employer will recall any apprentices on layoff providing that such apprentices are capable of performing the available work. The order of recall for an apprentice shall be at the discretion of the employer.

#### **ARTICLE 5 -WORKING DUES**

**5.01** The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of three percent (3%) of gross wages for each employee covered by this Agreement.

**5.02** 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.

#### **ARTICLE 6 - PENSION PLAN**

**6.01** The Employer agrees to pay the sum of two dollars and eighty two cents (~~\$2.82~~) 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.

**6.02** Effective May 1, 2002 the Employer agrees to pay the sum of three dollars and twelve cents (\$3.12) 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.

6.03 Effective May 1, 2003 the Employer agrees to pay the sum of three dollars and forty two cents (\$3.42) 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.

6.04 Payments into the Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment was made.

## **ARTICLE 7- WELFARE, LONG TERM CARE, CAMPING GROUND AND PRE- PAID LEGAL PLAN COVERAGE**

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### **7.0 ■ WELFARE**

Effective November 1, 2001 the Employer agrees to pay the sum of one dollar and fifty-five cents (\$1.55) per hour for each hour worked by each employee.

Effective May 1, 2002 the Employer agrees to pay one dollar and sixty five cents (\$1.65) for each hour worked by each employee.

Effective January 1, 2004, the Employer agrees to pay one dollar and seventy-five cents (\$1.75) 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:

### **7.02 LONG TERM CARE**

(a) 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 November 1, 2001 the sum of ten cents (\$0.10) per hour;

Effective May 1, 2002 the sum of twenty cents (\$0.20) per hour;

Effective January 1, 2004 the sum of thirty cents (\$0.30) per hour.

(b) Payments into the Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment was made.



**7.03 CAMPING GROUND**

- (a) 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 a Camping Ground.

Effective January 1, 2004 the sum of five cents (\$0.05) per hour.

- (b) Payments into the Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment was made.

**7.04 PREPAID LEGAL FLAN**

- (a) The Employer agrees to pay the sum of ten (10) 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 (15<sup>th</sup>) 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.

## **ARTICLE 8 - TRAVEL ALLOWANCE**

**8.01** With respect to employees hired, and/or regularly working, in the County of Simcoe and Ontario Labour Relations Board Geographic Area Number 8 the following will apply,

**8.02** No travelling expenses will be paid on jobs located within the area described in Schedule "B" (See Map).

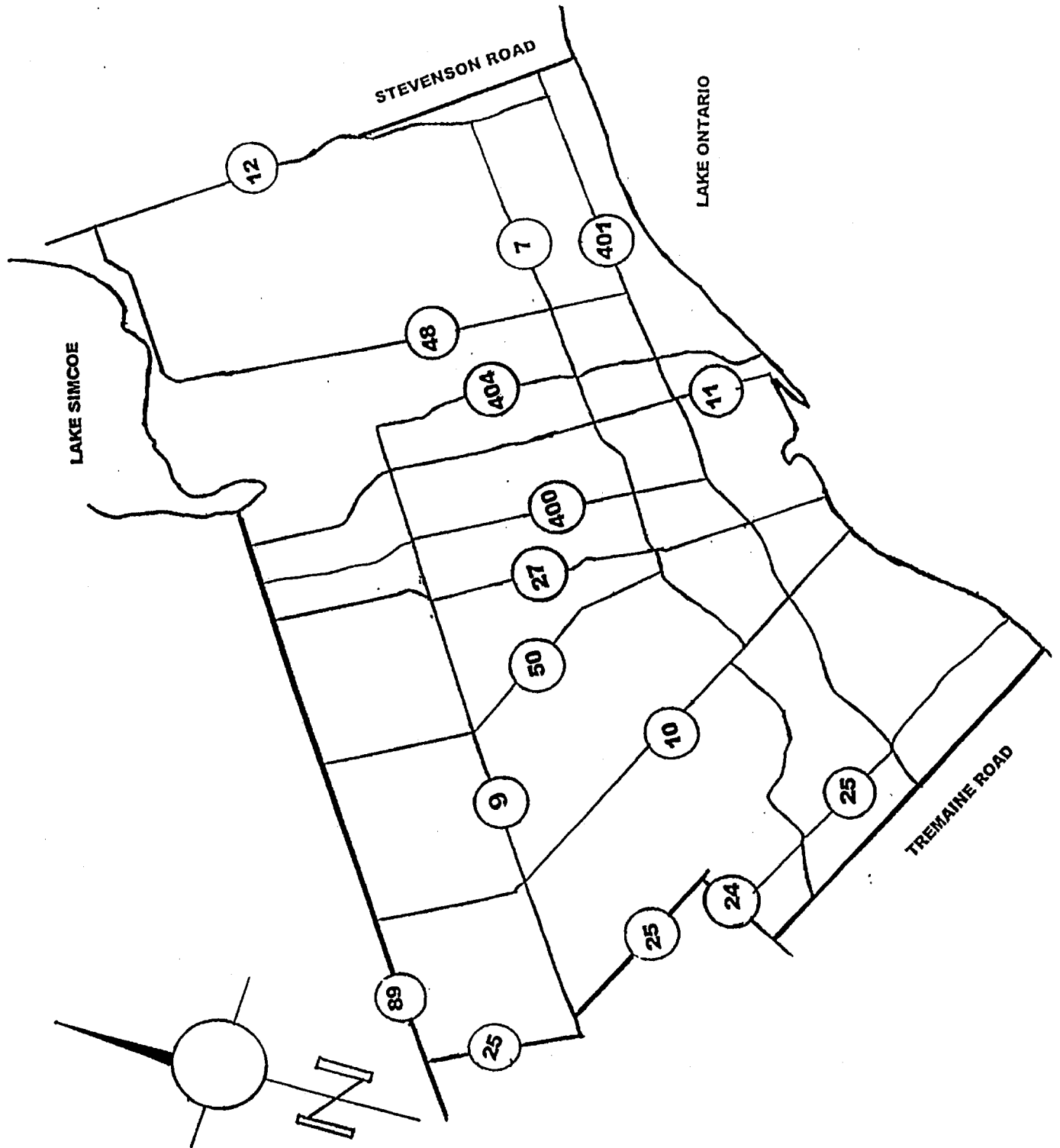
**8.03** For areas outside Schedule "B", the Employer shall pay an amount of thirty (30) minutes per day travelled. (See Map).

**8.04** 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.

**8.05** In the event that the Employer requires any employee to work outside of the above-noted geographic area, then the rates and conditions of this area shall be maintained and room and board allowance shall be paid or provided to him.

# MAP

## Schedule "B"



## SCHEDULE "C"

- A. "The Apartment **Bullders** Agreement" being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- B. "**The** Bricklaying Agreement" being a Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity and its members; Bricklayers, Masons Independent Union of Canada, Local 1 and Universal Workers Union, L.I.U.N.A. Local 183.
- C. "The Residential Housing Carpentry & Framing Agreement" being a Collective Agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- D. "The Concrete and Drain Agreement" being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- E. "The Forming Agreement" being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- F. "**The** Heavy Engineering Agreement" being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.
- G. "**The** House Basements Agreement" being a Collective Agreement between The Residential **Low-Rise** Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.
- H. "**The** Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- I. "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.
- J. "The Utilities Agreement" being a Collective Agreement between the Utility Contractors' Association of Ontario and Universal Workers Union, Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- K. "**The** Marble, **Tile** and Terrazzo & Cement Masons Agreement" being a collective agreement binding upon various Independent Marble, Tile Terrazzo and Cement Mason Contractors and the Universal Workers Union, L.I.U.N.A. Local 183. Counter-tops are not included in the definition of marble, tile terrazzo work. (Note: This addition is contingent upon Union being able to satisfy the Association within thirty (3) days of the date of signing that it, as of that date, satisfies the test as outlined in paragraph (1) of letter of Understanding No. 1 (attached, and should there be a disagreement on this issue it may be referred to arbitration).

**LETTER OF UNDERSTANDING NO.1**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

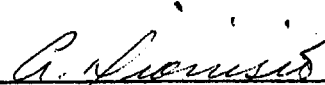
- and -

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

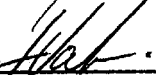
*Re: Installation of Wood Window Frames*

For purposes of clarity, the parties agree that the installation of wood window frames is included under "frame carpentry" for purposes of Article 1.03 (a) (iii) of the Collective Agreement.

For the **Union:**

  
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Antonio Dionisio

  
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Jorge Vala

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For the Bureau:

  
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Richard Lyall

  
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Jason Ottey

  
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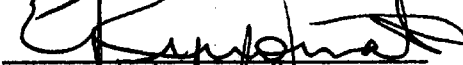
Phil Rubinoff

  
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Tad Puryra

  
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Ernie Rinomato

  
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Mauro Baldassarra

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LETTER OF UNDERSTANDING NO.2

BETWEEN:

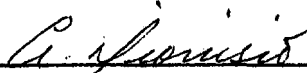
TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
(hereinafter called the "Bureau")

- and -

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

The parties hereto agree that the reference to Carpenters in the Classifications of Schedule "A" of the Collective Agreement between them effective May 1, 1989, is to be defined as referring to any employee who is hired and employed as a full time Carpenter.

For the Union:

  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vala

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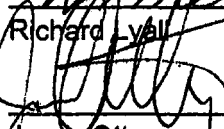
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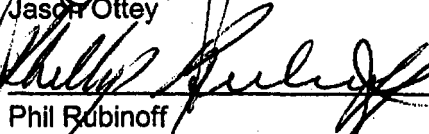
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For the Bureau:

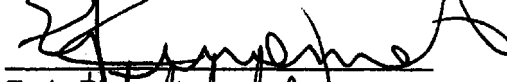
  
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Richard Loyal

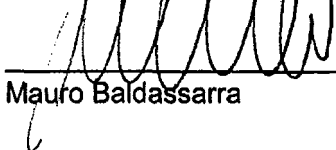
  
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Jason Ottey

  
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Phil Rubinoff

  
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Sheldon Alspector

  
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Tad Butyra

  
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Ernie Rinomato

  
\_\_\_\_\_  
Mauro Baldassarra

**LETTER OF UNDERSTANDING NO.3**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

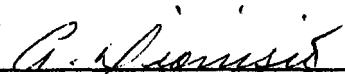
**UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183**  
(hereinafter called the "Union")

**Re: No Inferior Collective Agreements**

The parties agree that in the 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.

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

For the Union:

  
\_\_\_\_\_

Antonio Dionisio

  
\_\_\_\_\_

Jorge Vala

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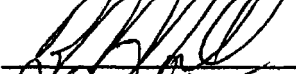
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For the Bureau:

  
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Richard Lyall

  
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Jason Ottey

  
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Phil Rubinoff

  
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Sheldon Alspector

  
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Ted Pityra

  
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Ernie Rindinato

  
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Mauro Baldassarra

**LETTER OF UNDERSTANDING NO.4**

**BETWEEN :**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

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


*Re: Name of the Union*

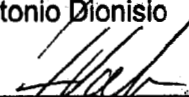
The parties agree that, during the term of this Collective Agreement, the Union has the right to, and may, change its name.

The Employer agrees that upon written notice from the Union that it has formally changed its name, the Union, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under the Collective Agreement and otherwise, be the successor to 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:**

  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vala

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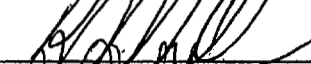
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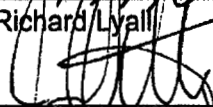
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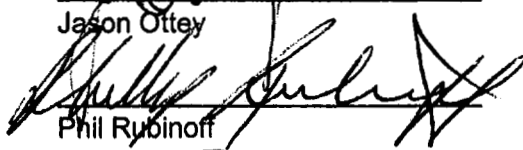
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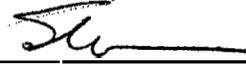
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For the **Bureau:**

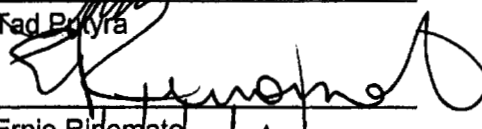
  
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Richard Lyall

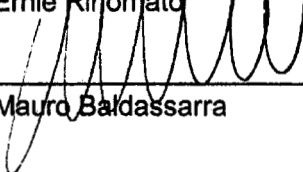
  
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Jason Ottey

  
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Phil Rubinoff

  
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Sheldon Alspector

  
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Ted Polya

  
\_\_\_\_\_  
Ernie Rirromato

  
\_\_\_\_\_  
Mauro Baldassarra



**LETTER OF UNDERSTANDING NO.5**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "**Bureau**")

-and -

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

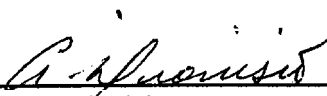
*Re: Successor and Assigns*

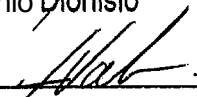
The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective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

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

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

For the **Union:**

  
\_\_\_\_\_  
Antonio Dionisio

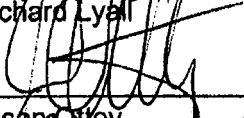
  
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Jorge Vala

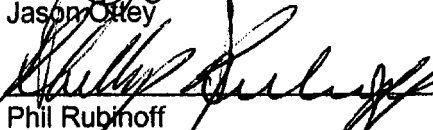
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For the **Bureau:**

  
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Richard Lyall

  
\_\_\_\_\_  
Jason O'Leary

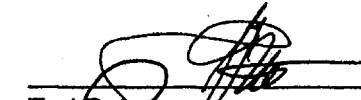
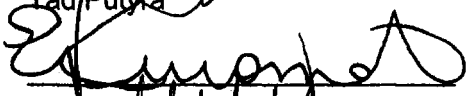
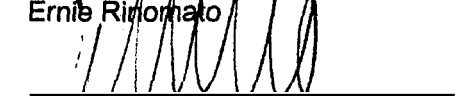
  
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Phil Rubinoff

  
\_\_\_\_\_  
Sheldon Alspector

**Letter of Understanding No. 5  
Successor and Assigns**

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\_\_\_\_\_  
Tad Putyra  
  
\_\_\_\_\_  
Ernie Rinomato  
  
\_\_\_\_\_  
Mauro Baldassarra

LETTER OF UNDERSTANDING NO.6

BETWEEN:

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

-and-

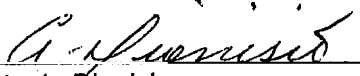
UNIVERSAL WORKERS UNION I.U.N.A. LOCAL 183  
(hereinafter called the "Union")

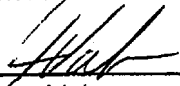
Re: Remittances and Contributions

THE PARTIES agree that during the lifetime of the Agreement the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds set out in this Collective Agreement, or which may be established hereafter by the Union, by transferring any portion of the contributions required to be made to any particular employee benefit fund (now existing or existing in the future), other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund (now existing or existing in the future) provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

THE PARTIES agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

For the Union:

  
Antonio Dionisio

  
Jorge Vala

\_\_\_\_\_

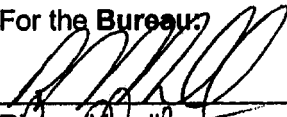
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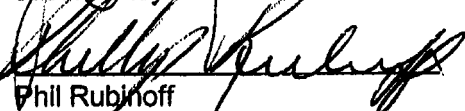
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For the Bureau:

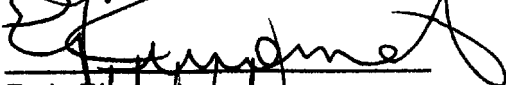
  
Richard Lyall

  
Jason O'Leary

  
Phil Rubinoff

  
Sheldon Alspecter

  
Tad Puryra

  
Ernie Rinhomato

  
Mauro Baldassarra

**LETTER OF UNDERSTANDING NO. 7**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

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

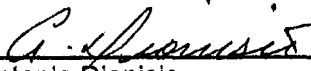
***Re: Settlement of Procedures under the Ontario Labour Relations Act***

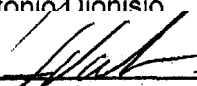
The above-noted parties agree that by meeting and bargaining, pursuant to the duty imposed upon them by the **Ontario Labour Relations Act** (the "Act"), and in engaging in the processes with respect to such bargaining set out in the Act, they have participated in a proceeding under the Act which has now been settled. The settlement of this proceeding has resulted in a collective agreement, but has further resulted in this letter which the parties agree and acknowledge constitutes the settlement of a proceeding under the Act which is independent of the said collective agreement.

Pursuant to this settlement of the proceeding the parties agree as follows:

- i) Any employer performing work under this Collective Agreement is a construction employer as defined under the terms and provisions of the Act;

For the Union:

  
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Antonio Minnisin

  
\_\_\_\_\_  
Jorge Vala

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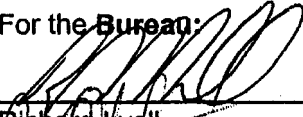
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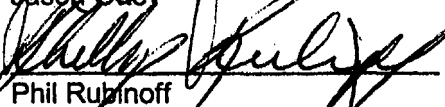
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For the Bureau:

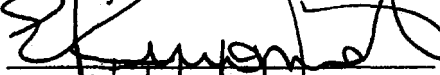
  
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Richard Lyall


  
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Jason Ottey

  
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Phil Rubinoff

  
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Sheldon Alpector

  
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Tad Putyra

  
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Ernie Rinomato

  
\_\_\_\_\_  
Mauro Baldassarra

**LETTER OF UNDERSTANDING NO. 8**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

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

*Re: Labour Supply for Unionized Builders*

**WHEREAS** the Union and the Association are parties to a Collective Agreement covering particular construction work; and

**WHEREAS** the Union has entered into Collective Agreements with various Builders, which contain subcontracting protection with respect to some or all of the work which is set out in the Collective Agreement between the Union and the Association; and

**WHEREAS** both the Union and the Association recognize the value of the above noted subcontracting protection to their relationship and to their industry and further recognize, that in view of the above noted subcontracting protection, there is a need to ensure that unionized builders have access to skilled Union members at all times;

**NOW THEREFORE** the parties agree as follows:

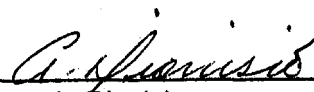
- i) Where members of the Union are performing work for an employer who is bound to this Collective Agreement on a job site or project of a builder which is not in contractual relations with the Union then, the Union is at any time entitled to provide written notice to the employer that any and all of the Union members are required to work on a job site or project of a unionized builder;
- ii) Upon the receipt of such notice the employer must grant a temporary leave of absence to any such employees who the Union has requested report to work for an employer working on a job site or project of a builder who is in contractual relations with the Union;
- iii) When the employees in question are no longer required to work on such job sites, they will return to their employment with their former employer and will be assigned to any work within their classification on any project under this Collective Agreement including any work which is being performed by an employee who, subsequent to the temporary leave, was hired by the employer to perform any work within the said classification on any project covered by this Agreement or which is being performed by


**Letter of Understanding No. 8**  
**Labour Supply For Unionized Builders**

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- iv) an employee who was transferred or otherwise assigned to perform any work which the employee was performing on the project at which he was engaged at the time of his temporary leave;
- v) Without in any way limiting or altering the rights of the Union or the obligations of the Employer in the paragraphs set out above, it is agreed that, prior to the Union taking any of the steps set out in this letter, the Union will meet with all Parties affected by any specific situation, including the builder(s), the sub-trade contractor(s), and the Association(s) in an effort to deal with labour supply problems in a manner which does not require the Union to exercise its rights under this letter. In determining whether or not labour supply issues can be adequately addressed without the Union exercising its rights contained within this letter, the Union may take into account all factors which it considers relevant;
- vi) The parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and is enforceable as such.

For the Union:

  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vala

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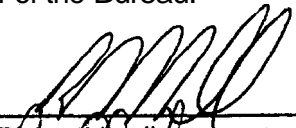
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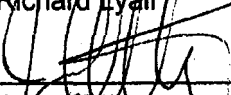
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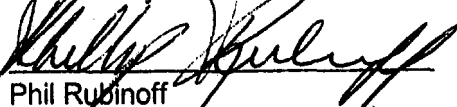
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For the Bureau:

  
\_\_\_\_\_  
Richard Lyall

  
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Jason Ottey

  
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Phil Rubinoff

  
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Sheldon Alspector

  
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Tad Putyra

  
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Ernie Rimonato

  
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Mauro Baldassarra

**LETTER OF UNDERSTANDING NO, 9**

BETWEEN:

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

- and -

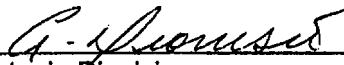
UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183  
(hereinafter called the "Union")


**Re: Repetitive Violations of the Collective Agreement**

The parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to the payment of wages, the remittances required by the Collective Agreement to be paid to the Union and/or others and/or the contracting and sub-contracting restrictions, the Union may request a complete financial audit of the Employer's books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. Such reimbursement is to be considered general damages owing to the Union and accordingly such amounts may be withdrawn from any bond or Letter of Credit which the Employer is or has been required to provide in accordance with the terms of the Collective Agreement.

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

For the Union:

  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vala

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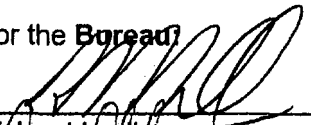
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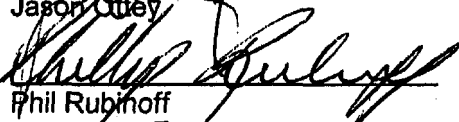
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For the Bureau:

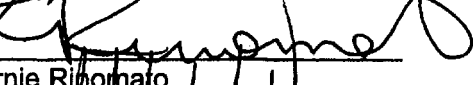
  
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Richard Byall

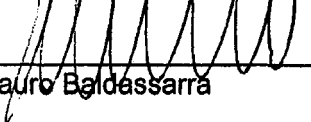
  
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Jason Cuddy

  
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Phil Rubinoff

  
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Sheldon Ajspector

  
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Tad Bytyra

  
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Ernie Rinhornato

  
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Mauro Baldassarra

## LETTER OF UNDERSTANDING NO. 10

BETWEEN:

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

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

***Re: Servicemen/ Handymen***

**WHEREAS** the Bureau and the Union have been engaged in a dispute concerning the applicability of certain terms and provisions of the existing Collective Agreement to "servicemen and handymen";

**AND WHEREAS** the Union and the Bureau wish to resolve these disputes;

**NOW THEREFORE** the Bureau and the Union agree to the following Letter of Understanding concerning how the existing Collective Agreement will apply to servicemen and handymen:

- - Group ■ of Article 4 of Schedule "A - Classifications and Wages is hereby amended to read as follows:

Group 1 (A) –handymen/servicemen (\$1.00 above the Group 1 hourly wage rate)

2. The employer may hire hourly handymen and servicemen and /or salaried handymen and servicemen;
3. Handymen and servicemen who are employed on a hourly basis shall be paid a minimum hourly rate equal to the Group 1 (a) rate set out in the Collective Agreement;
4. Handymen and servicemen employed on a salary basis will be paid a minimum weekly salary equal to 44 hours paid at the regular Group 1 (a) rate;
5. Salaries or hourly rates in excess of the above-noted minimums are to be subject to negotiations between the handymen and/or servicemen and the employer and shall in writing and signed. Upon reaching any of such agreements it is the responsibility of the employer to inform the Bureau, in writing, of any agreements reached. The Bureau will thereafter provide a copy of such agreements to the Union;
6. Handymen and servicemen who are employed on an hourly basis shall be paid overtime at the rate of time and one-half for hours in excess of 44 hours in a week, unless such hours are worked on a Sunday or Statutory Holiday in which case double the regular hourly rate shall be paid; the hours of work stipulated in this agreement will apply to hourly handymen/servicemen;



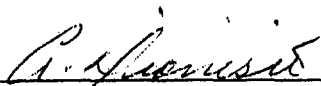
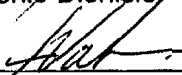
7. Handymen and servicemen employed on a salary basis shall be paid overtime at the rate of time and one-half for hours in excess of 88 hours in a two week period; not including Sundays and Statutory Holidays for which they will be paid at double the regular hourly rate;
8. All remittances and contributions required by the Collective Agreement will be made in accordance with the provisions of the Collective Agreement with respect to handymen and servicemen employed on an hourly basis. With respect to handymen and servicemen who are employed on a salaried basis all such remittances and contributions will be made on the basis of a 44 hour standard work week or such pro-rated amounts thereof where the salaried handyman or serviceman works for more than one employer which is bound by this collective agreement;
9. The parties agree that the employers, will within 30 days of the effective date of this Letter of Understanding, provide to the Union revised seniority lists. The seniority dates for all handymen and servicemen will be the date on which they were first employed by the employer (regardless of whether or not the Collective Agreement was being applied to them at such times);
10. The parties agree that the layoff and recall from layoff provisions of the Collective Agreement will apply to all employees including handymen and servicemen subject to amended seniority provisions (grandfathered) etc. However, the Union recognizes that both handymen and servicemen have specific skills and that other employees (including but not necessarily limited to other handymen and servicemen) may not be able to perform available work, where all or part of such work includes handyman or serviceman work;
11. The parties agree that the current practices of individual employers with respect to the supply of tools and/or transportation by or to handymen or servicemen will continue for the duration of this Collective Agreement;
12. Nothing in this letter in any way limits the right of the employers to require sub trades to repair their original work if incorrect or incomplete;
13. It is agreed that ~~servicemen/handyman~~ who are currently members of the Union shall be red circled and remain members of the Union covered by the terms and conditions of the Collective Agreement even though they perform work as ~~servicemen/handyman~~ outside of the scope of the Collective Agreement. It is also agreed that ~~servicemen/handyman~~ who are excluded from the Collective Agreement in accordance with Article 101 (a) may join the Union and thereby become covered by the Collective Agreement;
14. It is agreed that a ~~handyman/serviceman~~ who is excluded from the bargaining unit may perform ~~handyman/serviceman~~ duties in the bargaining unit in the case of an emergency or when ~~handymen/servicemen~~ are not readily available to perform the work required provided it will not result in a layoff of an employee in the bargaining unit;

Letter of Understanding No. 10  
Servicemen/Handymen

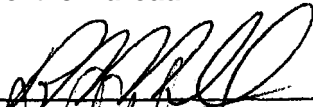

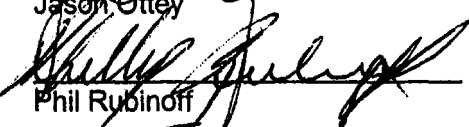
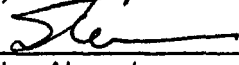

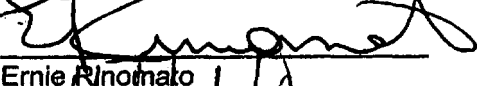
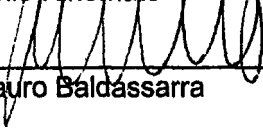
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15. The parties agree that the provisions of this Letter of Understanding form part of the Collective Agreement binding upon them and are enforceable as such, effective September 1, 2001.

For the Union:

  
\_\_\_\_\_  
Antonio Dionisio  
  
\_\_\_\_\_  
Jorge Vala  
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For the Bureau:

  
\_\_\_\_\_  
Richard Lyall  
  
\_\_\_\_\_  
Jason Ottey  
  
\_\_\_\_\_  
Phil Rubinoff  
  
\_\_\_\_\_  
Sheldon Alspecter  
  
\_\_\_\_\_  
Tad Putyfa  
  
\_\_\_\_\_  
Ernie Rinomato  
  
\_\_\_\_\_  
Mauro Baldassarra

## LETTER OF UNDERSTANDING NO. 11

**B E T W E E N:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

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

### ***Re: Sub-Contracting and Cross-Over Provisions***

The Parties agree as follows with respect to adding new particular parts of the low-rise residential sector of the construction industry to the **sub-contracting** provisions set out in Article 1.03 of the Collective Agreement. The provisions set out in this Letter of Understanding do not, in any way, apply to those particular parts of the **low** rise residential sector of the construction industry which are already covered by and set out in the Collective Agreement or those collective agreements which are already set out in the **cross-over** clause of the Collective Agreement;

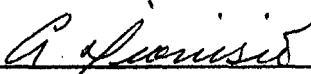
- i) If, at any time during the term of this Collective Agreement, the Union is successful in entering into contractual relations with seventy-five percent (75%) of the contractors or sub-contractors, employing seventy-five percent (75%) of the employees, in any particular part of the low-rise residential construction sector of the construction industry, then, on the last day of the Collective Agreement, the work involved in that particular part of the low-rise residential sector shall automatically be included within the provisions of Article 1.03 such that the Employer will only contract or sub-contract such work to companies who are in contractual relations with the Union;
- ii) The automatic inclusion set out in paragraph 1 above will not occur if, on the 90<sup>th</sup> day prior to the expiry of the Collective Agreement the Union no longer has contractual relations with seventy-five per cent (75%) of the relevant companies who employ seventy-five percent (75%) of the employees in that particular part of the low-rise residential sector of the construction industry;
- iii) Further, the Parties agree, that with respect to any particular part of the low rise residential sector of the construction industry which are added to Article 1.03 of the Collective Agreement by virtue of the provisions of paragraph 1 above, should, on the 90<sup>th</sup> day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-five percent (55%) of the relevant companies employing fifty-five percent (55%) of the employees in that particular part of the low rise residential sector of the construction industry, then the relevant sub-contracting provisions will be removed:

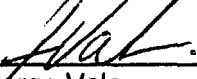
**Letter of Understanding No. 11**  
**Sub-Contractors and Cross-Over Provisions**

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- iv) The Parties agree that the above-noted tests will also apply to the inclusion and deletion of any new collective agreements to the cross-over provisions contained within Article 1.05 of the Collective Agreement;
  
- v) The Parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and can be enforced as such, including, but not necessarily limited to, referring to arbitration any questions which may arise as to whether or not the Union is actually in contractual relations with the requisite number of employers employing the requisite number of employees in any particular part of the low-rise residential sector of the construction industry as of the relevant dates set out herein,

For the Union:

  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vala

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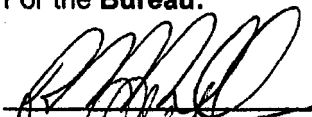
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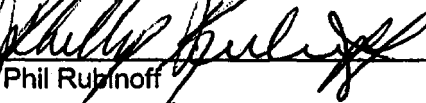
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For the Bureau:

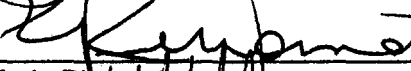
  
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Richard Lyall


  
\_\_\_\_\_  
Jason Ottey

  
\_\_\_\_\_  
Phil Rubinoff

  
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Sheldon Aspector

  
\_\_\_\_\_  
Tad Pityra

  
\_\_\_\_\_  
Ernie Rihomato

  
\_\_\_\_\_  
Mauro Baldassarra

## LETTER OF UNDERSTANDING NO. 12

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "Bureau")

- and -

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

*No Strike - No Lockout Agreement 2004 - 2007*

WHEREAS the Union and the Association have entered into a Collective Agreement which is effective on its face from May 1, 2001 to April 30, 2004; and

**WHEREAS** the Union and the Association contemplate entering into successor Collective Agreements which will be effective on their face from May 1, 2004 to April 30, 2007 and thereafter from May 1, 2007 to April 30, 2010 (the "successor collective agreements"); and

**WHEREAS** the Union and the Association are desirous of ensuring that the low-rise sector of the residential construction industry in the geographic area covered by the Collective Agreement will not be subject to strikes and lockouts in future years:

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

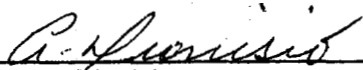
1. If the Union and the Association are unable to agree upon the terms and conditions of both or either of the above-noted successor collective agreements, then on or about the 30<sup>th</sup> day of April in both or either 2004 and 2007, either party may refer the settlement of the new collective agreement to final and binding arbitration;
2. The Union and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreements in either 2004 and 2007;
3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30<sup>th</sup>, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by arbitration;
4. Upon the issuing of a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within 14 calendar days of the date of notice or thereafter if mutually agreed to by the Parties;

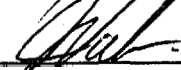
Letter of Understanding No. 12  
No Strike- No Lockout Agreement 2004-2007

5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposal and positions which are put before him by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final selection;
6. With respect to the agreement set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration procedures in either or both of the bargaining years;
7. It is agreed that arbitrator will issue his decision within seven (7) calendar days of the date of the hearing and that any aspects of the decision may be retroactive to May 1<sup>st</sup> of the appropriate year if *the* arbitrator so determines;
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Association's accreditation and the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes;
9. The Parties agree the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of the proceeding under the Act which is enforceable under Section 96 (7) of the Act and accordingly are enforceable both as a term and provision of this Collective Agreement and under the provisions of the Act with respect to the settlement of proceedings.

DATED AT TORONTO THIS 13 DAY OF MAY 2002.

For the Union:


  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vala


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\_\_\_\_\_

For the Bureau:

  
\_\_\_\_\_  
Richard Ilyatt

  
\_\_\_\_\_  
Jason Ottey

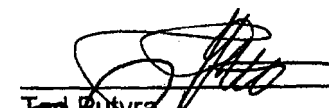
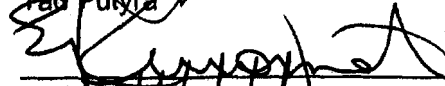

  
\_\_\_\_\_  
Phil Rubinoff

  
\_\_\_\_\_  
Sheldon Alspector

**Letter of Understanding No. 12**  
**No Strike - No Lockout Agreement 2004-2007**

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Tad Putyra  
  
\_\_\_\_\_  
Ernie Rinomato  
  
\_\_\_\_\_  
Mauro Baldassarra

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

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

-and -

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

*Re: No Strike No Lock Out*

The Parties agree to renew this Agreement in 2001 and successor Agreements in 2004 and 2007 through negotiations or by arbitration without recourse to strike or lock-out by either party.


The parties agree that they shall discuss during bargaining for the renewal of this Agreement in 2004, the continuation of the No Strike/Lock-out Letter of Understanding Number 12 for the term 2010 to 2013.

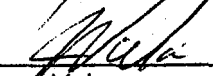
In the event that arbitration is necessary to complete negotiations, whether or not as a result of statutory limitations, then it is agreed that prior to 2004, the parties agree to meet and discuss the method of arbitration which shall be utilized if necessary for the finalization of the Collective Agreement 2004/2007.

The Union acknowledges and agrees that the Bureau has agreed to include this Letter of Understanding in the Collective Agreement provided the Union uses its best efforts to introduce the No Strike/Lock-out Letter of Understanding in the Collective Agreement with each and every sub-trade association it negotiates with during this term of bargaining for the term 2001-2004 or for any future term consistent with the No Strike/ No Lockout Letter of Understanding. The Union also agrees and acknowledges that this Letter of Understanding has been agreed to by the Bureau provided the Union supports the renewal of the Section 150 of the Labour Relations Act 2000 as amended for future rounds of bargaining in the residential sector of the construction industry.

DATED AT TORONTO THIS 13 DAY OF MAY 2002.

For the **Union:**

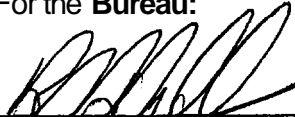
  
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Antonio Dionisio

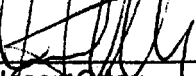
  
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Jorge Vala

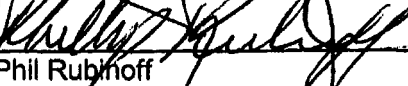
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For the **Bureau:**

  
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Richard Lyall

  
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Jason Orley

  
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Phil Rubinhoff


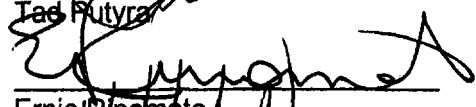
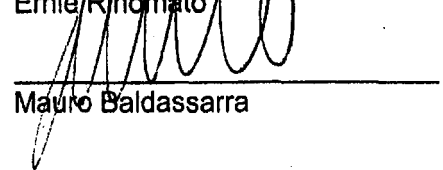
  
\_\_\_\_\_  
Sheldon Alspector



**Letter of Understanding No. 13**  
**No Strike- No Lockout**

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Tad Putyra  
  
\_\_\_\_\_  
Ernie R. Inomato  
  
\_\_\_\_\_  
Mauro Baldassarra

LETTER OF UNDERSTANDING NO.14

BETWEEN:

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

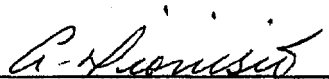
-and-

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

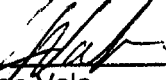
*Re: Piecework Maintenance Letter*

With respect to any work currently covered by the subcontracting clause, Article 1.03 or any work which may become covered in the future by the subcontracting clause, Article 1.03, the Union agrees that it shall maintain any piecework rates or practices currently contained in any collective agreement which is now covered or may become covered in the future by Article 1.03. Without restricting the generality of the foregoing, the Union agrees that it will not instigate or negotiate an end to any piecework rates currently contained in any collective agreement or utilized by any subcontractors performing work covered by the subcontracting clause, Article 1.03.

For the Union:

  
\_\_\_\_\_

Antonio Dionisio

  
\_\_\_\_\_

Jorge Vala

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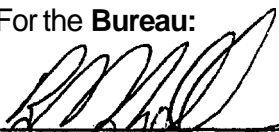
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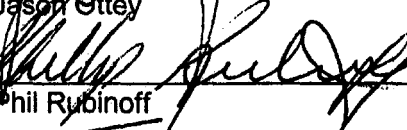
For the Bureau:

  
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Richard Lyall

  
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Jason Ottey

  
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Phil Rubinoff

  
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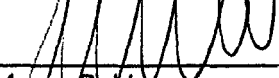
Sheldon Alspector

  
\_\_\_\_\_

Paul Putyra

  
\_\_\_\_\_

Ernie Riformato

  
\_\_\_\_\_

Mauro Baldassarra

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN :**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**  
(hereinafter called the "**Bureau**")

- and -

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

***Re: Board Area Nine (9) Appendix***

Whereas the Union's geographic jurisdiction has expanded to include Board area Nine,

Whereas the Union has secured bargaining rights with certain house builders, including members of the Bureau, in certain of the above noted Board areas; and,

Whereas the parties agree that it is important to have the stability which an Employer Association and a common agreement offers in as much of the expanded Board areas as is practical; and

Whereas certain employees of the Employers are covered by the **collective** agreement when they work out side OLRB Area 8 and Simcoe County; and

Whereas, in view of all of the above, but without in any way expanding or extending the Union's existing bargaining rights, the Parties agree on the importance of the Bureau playing a role in agreements for the expanded geographic areas;

Now therefore the parties agree as follows:

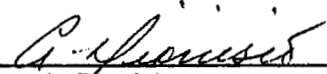
- i) Within three (3) months of the date wherein the Union, the Bureau, and those members of the Bureau for whom the Union has bargaining rights in all and / or any of the expanded areas will commence negotiations to establish a standard collective agreement(s);
- ii) The standard collective agreement(s) will become an appendix(s) to the Bureau collective agreement;
- iii) It is understood that, upon the Union obtaining bargaining rights with any members of the Bureau in any of the expanded geographic areas for which an appendix exists then the employer will automatically become bound to a collective agreement which includes all of the terms and conditions of the applicable appendix;
- iv) The parties agree that should the affected members of the Bureau form new employer associations which have a relationship with the Bureau for any of the expanded areas, then the applicable appendix will automatically become the standard industry agreement for the area in question and therefore the Union will bargain and conclude its future agreements for that area with the new association;

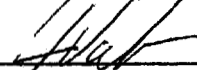
**Letter of Understanding No. 15**  
**Board Area Nine (9) Appendix**

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- v) The parties agree that in the event that an employer which is not a member of the Bureau desires or is required to enter into a collective agreement with the Union covering Board Area #9, then the Union agrees that 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 Appendix covering Board Area #9, to the Bureau Agreement or any collective agreement which arises out of the Appendix to the Bureau Collective Agreement covering Board Area #9 an affiliated association and the Union.

For the Union:

  
\_\_\_\_\_  
Antonio Dionisio

  
\_\_\_\_\_  
Jorge Vaia

\_\_\_\_\_

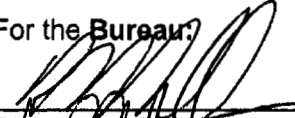
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For the Bureau:

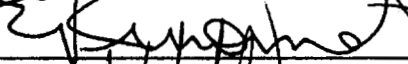
  
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Richard Lyall

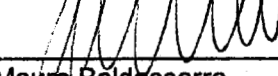
  
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Jason Otley

  
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Phil Rubinoff

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Sheldon Alspecter

  
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Ed Pulya

  
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Ernie Pinomato

  
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Mauro Baldassarra

LETTER OF UNDERSTANDING NO.16

BETWEEN:

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

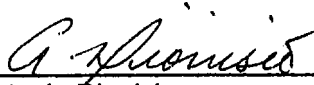
- and -

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

Re: *Steel Framing Side Letter*

The Bureau agrees to reissue the letter it forwarded to the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity regarding steel framing. The Union agrees that it will only use or refer to this letter in the case of a jurisdictional dispute complaint being filed with the Ontario Labour Relations Board regarding steel framing. Otherwise, the Union agrees that it will not refer to or utilize this letter in any way save and except a jurisdictional dispute noted above.

For the Union:

  
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Antonio Dionisio

  
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Jorge Vala

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For the Bureau:

  
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Richard Lyall

  
\_\_\_\_\_


Jason Ottey

  
\_\_\_\_\_

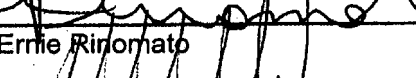
Phil Rubinoff

  
\_\_\_\_\_

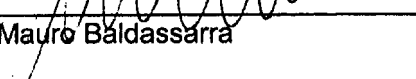
Sheldon Alspector

  
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Tad Putyra

  
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Ernie Rinomato

  
\_\_\_\_\_

Mauro Baldassarra

TC ONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
SUMMARY - WAGE AND BENEFIT SCHEDULE  
MAY 1, 2001 - APRIL 30, 2004

CLASSIFICATION	Wages	Vac. Pay (10%Gross)	Welfare Fund	Pension Fund	Prepaid Legal	Training Fund	Long Term Care Benefits	Camping Ground	PACKAGE	Industry Fund	COST TO EMPLOYER
<b>GROUP 1 - LABOURER</b>											
May 1, 2001	\$20.87	\$2.09	\$1.45	\$2.82	.10¢	.15¢	-	-	\$27.48	25¢	\$27.73
Nov. 1, 2001	\$20.87	\$2.09	\$1.55	\$2.82	.10¢	.15¢	.10¢	-	\$27.68	25¢	\$27.93
May 1, 2002	\$21.55	\$2.16	\$1.65	\$3.12	.10¢	.15¢	.20¢	-	\$28.93	25¢	\$29.18
May 1, 2003	\$22.19	\$2.22	\$1.65	\$3.42	.10¢	.15¢	.20¢	-	\$29.93	25¢	\$30.18
Jan. 1, 2004	\$22.19	\$2.22	\$1.75	\$3.42	.10¢	.15¢	.30¢	.05¢	\$30.18	25¢	\$30.43
<b>GROUP 1A - HANDY /SERVICE MEN</b>											
Sept 1, 2001	\$21.87	\$2.19	\$1.45	\$2.82	.10¢	.15¢	-	-	\$28.58	25¢	\$28.83
Nov. 1, 2001	\$21.87	\$2.19	\$1.55	\$2.82	.10¢	.15¢	.10¢	-	\$28.78	25¢	\$29.03
May 1, 2002	\$22.55	\$2.26	\$1.65	\$3.12	.10¢	.15¢	.20¢	-	\$30.03	25¢	\$30.28
May 1, 2003	\$23.19	\$2.32	\$1.65	\$3.42	.10¢	.15¢	.20¢	-	\$31.03	25¢	\$31.28
Jan. 1, 2004	\$23.19	\$2.32	\$1.75	\$3.42	.10¢	.15¢	.30¢	.05¢	\$31.28	25¢	\$31.53
<b>GROUP 2 - CARPENTER</b>											
May 1, 2001	\$24.87	\$2.49	\$1.45	\$2.82	.10¢	.15¢	-	-	\$31.88	25¢	\$32.13
Nov. 1, 2001	\$24.87	\$2.49	\$1.55	\$2.82	.10¢	.15¢	.10¢	-	\$32.08	25¢	\$32.33
May 1, 2002	\$25.55	\$2.56	\$1.65	\$3.12	.10¢	.15¢	.20¢	-	\$33.33	25¢	\$33.58
May 1, 2003	\$26.19	\$2.62	\$1.65	\$3.42	.10¢	.15¢	.20¢	-	\$34.33	25¢	\$34.58
Jan. 1, 2004	\$26.19	\$2.62	\$1.75	\$3.42	.10¢	.15¢	.30¢	.05¢	\$34.58	25¢	\$34.83

- Foreman shall receive \$1.00 per hour excess of the average hourly rate of members in his group.  
Deductions from Wages: **Working Dues:** 3 % of Gross Hourly Wages **Member Dues:** as per Union Constitution

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