

**RESIDENTIAL HOUSING CARPENTRY AND FRAMING
COLLECTIVE AGREEMENT**

B E T W E E N:

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

(hereinafter called the "Employer")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the "Union")

TERM:

May 1, 2019 to April 30, 2022

TABLE OF CONTENTS

Master Portion.....	2
Article 1 – Recognition.....	2
Article 2 – Union Security and Check-Off of Union Dues	5
Article 3 – Management Rights	6
Article 4 – Grievance Procedure.....	9
Article 5 – Arbitration	10
Article 6 – Management and Union Grievances.....	12
Article 7 – Business Representative and Shop Steward	13
Article 8 – No Strikes – No Lockouts.....	13
Article 9 – Health & Safety.....	13
Article 10 – Government Legislation	16
Article 11 – Statutory Holidays, Vacation Allowance, Hours of Work, Wage Rates, Etc.....	17
Article 12 – Productivity and Technology.....	17
Article 13 – Coffee and Lunch Break.....	17
Article 14 – Sub-contracting of Work	17
Article 15 – Reinstatement of Employees Upon Return from Industrial Accident	19
Article 16 – Maintenance of Existing Rates	20
Article 17 – Travelling and Room and Board Allowances.....	20
Article 18 – Welfare, Pension, Training, Vacation Pay, Pre-Paid Legal, Long Term Care, Retirees and Other Remittances.....	21
Article 19 – Industry Apprentice and Training Committee.....	25
Article 20 – Employer Industry Fund	25
Article 21 – Acknowledgement.....	27

Article 22 – Duration of Agreement and Condition of Agreement	28
SCHEDULE “A” – HOURLY EMPLOYEES	30
Article 1 – Hours of Work and Overtime	30
Article 2 – Payment of Wages.....	30
Article 3 – Security for Payment of Wages, Etc.	30
Article 4 – Wages and Classifications	33
Article 5 – Transfer of Funds.....	34
SCHEDULE “B” – PIECEWORKER	35
Article 1 – Definitions	35
Article 2 – Independent Pieceworkers/Employees	35
Article 3.....	36
Article 4 – Pieceworker Rates.....	37
Article 5 – Payment of Wages.....	71
Article 6 – Payment.....	72
Article 7 – Forklifts.....	73
SCHEDULE “C” – STACKED UNITS	74
Article 1 – Definition	74
Article 2 – Pieceworker Rates (Framing)	74
Article 3 – Pieceworker Rates (Roughing In)	75
Article 4 – Pieceworker Rates (Footings).....	75
SCHEDULE “D” – ONSITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS	76
APPENDIX “A” – PRE-FABRICATED PANEL SCHEDULE	81
APPENDIX “B” –PANEL EXTRAS and CLARIFICATIONS	85

SCHEDULE "E" – LIGHT WOOD FRAMED APARTMENT BUILDINGS SCHEDULE	89
Article 1 – Definition.....	89
Article 2 – Cranes and Lifting Devices.....	89
Article 3 – Assignment of Work and Payments.....	89
Article 4 – Pieceworker Rates (Framing)	90
Article 5 – Pieceworker Rates (Roughing In)	91
Article 6 – Pieceworker Rates (Footings).....	92
Article 7 - Panelization	92
APPENDIX 1 - ON-SITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS IN LIGHT WOOD FRAMED APARTMENT BUILDINGS	94
SCHEDULE "F" –THE RESIDENTIAL FRAME CARPENTRY & FRAMING EXPEDITED ARBITRATION SYSTEM	100
A. NOTICE OF PROJECTS AND WORK UNDERTAKEN.....	101
B. PROVISION OF INFORMATION.....	101
C. ARBITRATION	101
9. PARTIES	102
10. PRIOR TO REFERRAL.....	102
11. SERVICE	102
12. COUNSEL.....	102
13. LIST OF ARBITRATORS.....	102
ARBITRATION FEES.....	103
17. NOTICE OF HEARING.....	103
18. ACCESS TO ARBITRATION	103
19. TIMING	104
20. DECISIONS.....	104

21.	LOCATION	104
22.	POWERS OF THE ARBITRATOR.....	104
24.	HOLDBACK	104
25.	DETERRENT DAMAGES	105
D.	HOLDBACK SYSTEM	106
E.	AUDIT	107
F.	PIECEWORKERS' ADJUDICATION PANEL.....	107
G.	INVESTIGATIONS.....	108
H.	MISCELLANEOUS.....	109
	APPENDIX "A" –NOTICE OF PROJECT START BY FRAMING CONTRACTORS	110
	APPENDIX "B" –SUPPLEMENTARY FRAMING REPORT	111
	SCHEDULE "G" – CROSS-OVERS	112
	Letter of Understanding No. 1.....	114
	Letter of Understanding No. 2.....	116
	Letter of Understanding No. 3.....	118
	Letter of Understanding No. 4.....	120
	Letter of Understanding No. 5.....	122
	Letter of Understanding No. 6.....	124
	Letter of Understanding No. 7.....	126
	Letter of Understanding No. 8.....	128
	Letter of Understanding No. 9.....	130
	Letter of Understanding No. 10.....	132
	Letter of Understanding No. 11.....	133
	Letter of Understanding No. 12.....	135

Letter of Understanding No. 13.....	137
Letter of Understanding No. 14.....	139
Letter of Understanding No. 15.....	141
Letter of Understanding No. 16.....	143
Letter of Understanding No. 17.....	145

**RESIDENTIAL HOUSING CARPENTRY AND FRAMING
COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2019.

B E T W E E N:

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

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

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

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

WHEREAS the RFCA, acting on behalf of the Employers which are members of the Residential Framing Contractors' Association (RFCA), and on behalf of various Employers pursuant to the accreditation certificate issued to the RFCA by the Ontario Labour Relations Board (O.L.R.B.), and the Union wish to make a common Collective Agreement with respect to certain employees of the Employer engaged in construction as set out in Article 1 of this Collective Agreement; and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

AND WHEREAS the Employer recognizes the Union as the Collective Bargaining Agent with respect to the Employees of the Employer covered by this Agreement;

NOW THEREFORE it is agreed as follows:

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

MASTER PORTION

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Employer, including carpenters and framers and their respective learners and improvers, construction labourers, and pieceworkers as defined in Schedules

"A", "B", "C", "D" and "E" engaged in the construction of all phases of housing including the preparation of footings, the fabrication, renovation, alteration, erection and finishing thereof, exterior trim, and similar work, save and except those persons above the rank of foreman and office, clerical and engineering staff, while working in and out of the following Geographic Areas of the Ontario Labour Relations Board Area Numbers 8, 9, 10, 11 and that portion of Board Area 12 which is west of the Trent Severn Waterway and 18 provided that the requirements of Letter of Understanding No. 3 are satisfied.

- 1.02 The specific terms and conditions of work established in this Collective Agreement shall apply to all residential housing construction employees as referred to 1.01 of this Agreement, who are working on and including, single and semi-detached houses, row houses, stacked units, back-to-back units, all townhouses types and all other residential housing regardless of height.
- 1.03 Should the Employer perform any work falling within the scope of the collective agreements with or binding upon the Union as set out in Schedule "G" of this Agreement then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.
- 1.04 The parties further agree that work other than residential housing carpentry and residential housing framing which is regularly being performed, under the terms and conditions of this Collective Agreement, by the Employers signatory to this, or similar agreements shall continue to be done under the provisions of this Agreement subject to Article 1.02 above.
- 1.05 It is understood and agreed that when an employee works, or a pieceworker is engaged, in a Board Area (including any Board Areas not otherwise referred to in the Collective Agreement or not otherwise referred in any of the Schedules or Appendices attached hereto) in which he does not regularly work and/or in which he is not regularly engaged, all terms and conditions set out in this Collective Agreement (including all schedules attached hereto) will be maintained and the employee/pieceworker will continue to receive his wage rate/piecework rates, hours of work, and other benefits as provided for in this Collective Agreement and that are applicable in the Board Area in which he regularly works, unless the employee/pieceworker is working in the Board Area where such terms and conditions are specifically governed by a schedule or appendices forming part of this Collective Agreement. Where such schedule or appendices provide for more beneficial terms and conditions for the employee/pieceworker, in which case the more beneficial terms and conditions shall apply.
- 1.06 The Union agrees that the Employer may engage students during the school vacation period between May 1st and September 30th of each year at the ratio of one (1) student for every five (5) full-time employees, provided that regular hourly employees are not on layoff or working short time.

- 1.07 Any entity that signs an agreement to perform work within the jurisdiction of this Collective Agreement with an Employer bound to and applying Local 183's collective agreement with the Toronto Residential Construction Labour Bureau, must be bound by and apply this Collective Agreement.
- 1.08 In recognition of, and further to, the accreditation certificate issued to the RFCA by the Ontario Labour Relations Board, in the event that the Union desires to enter into a collective agreement with a Framing Contractor 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.
- 1.09 (a) The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this sub-article, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clause of this Collective Agreement.
- (b) Notwithstanding that the Employer has agreed that it is not carrying on associated or related activities and businesses filed through more than one corporation, individual, firm, syndicate or other entity or association or any combination thereof, under common control or direction that is not a signatory to this Collective Agreement, the Employer agrees that if at the time of execution of this Collective Agreement or any time thereafter the Employer carries on associated or related activities or businesses through more than one corporation, individual, firm, syndicate, or any combination thereof, under the common control or direction, with a corporation, individual, firm, syndicate, association or any combination thereof, that is not formally signatory to this Collective Agreement, that:
- (i) The Employer hereby agrees that such associated or related activities or businesses are bound by the Collective Agreement, as if the activities or businesses were original signatories to the Collective Agreement;
- (ii) Notwithstanding the provisions set out above that any such associated or related activities or businesses are automatically bound to this Collective Agreement, the Employer agrees on its own behalf, and on behalf of other associated or related activities or businesses that prior to such associated or related activities or businesses employing any persons which fall within the bargaining unit of this Collective Agreement, it will advise the Union in writing of the existence and planned activities of the associated or related activities or businesses and will ensure that any documents which the Union may require the associated or related activities or businesses and/or the Employer to sign confirming the binding effect of the Collective Agreement.

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

- (c) The Parties further agree that all provisions of Section 1(4) and 69 of the Ontario *Labour Relations Act, 1995* (as they exist on the day of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with the jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System provided in the Framing Settlement and/or the Ontario *Labour Relations Act, 1995* to have all of the powers that the Board would otherwise have under the provisions of the Act.
- 1.10 The Union and the Association agree and confirm that this Agreement fully covers and applies to all framing and incidental work thereto regardless of the materials used or the methods employed, including whether or not loose materials and/or prefabricated panels are used.
- 1.11 The Parties agree that, during the term of the Collective Agreement, the Labourers' International Union of North America, Local 183 ("Local 183") has the right to and may change its name.
- 1.12 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 privileges under this Collective Agreement and otherwise, and shall be recognized by the Employer as the same Union as under its previous name.

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

- 2.01 All persons whether employees or otherwise, performing any work covered by this Agreement must obtain a current clearance slip from the Union prior to commencing any work covered by this Agreement with an individual contractor. Piecework companies will provide clearance slips prior to the commencement of work and every 90 days thereafter to coincide with WSIB clearance requirements. The Contractor is entitled to rely upon the

clearance slip provided by piecework companies for themselves and their employees. If the Employer employs a non-Union employee or piecework company, that Employer is liable to the Union, in addition to any other remedy, for liquidated damages equivalent to the appropriate payments which should have been made under the terms of this Agreement, for such work.

- 2.02 It is understood that clearance slips will only be issued to members in good standing of the Union, and that such membership must, as a condition of employment, be maintained by all persons whether employees or otherwise while working in the bargaining unit for the duration of this Agreement.
- 2.03 The Contractor shall, on the written request from the Union, remove from the job any piecework company, which is employing non-union persons and shall not assign any further work to them without the consent of the Union.
- 2.04 An Employer, having paid Union prices, and corresponding remittances for a Union piecework company, and having received Union clearances as indicated above, shall not be grieved or held liable for any payments and/or liquidated damages resulting from piecework company violations. Employers will freeze funds owing to the piecework company where directed in writing by the Union.

2.05 Union Dues and Working Dues

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

- 2.06 All bargaining unit work normally performed by the Classifications of employees listed in this Collective Agreement shall be performed only by members of the bargaining unit except as may be specifically provided therein.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive function of the Employer to manage his enterprises and without limiting the generality of the foregoing:
- (a) To conduct and determine the nature of his business in all respects, including the right to manage the jobs, appoint foremen (including piecework foremen), locate,

extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work, to determine the kinds and locations of machinery, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

- (b) To hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that has been disciplined or discharged, without reasonable cause, shall be subject to the provisions of the Grievance procedure;
- (c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (d) Employers shall have the right to ask for and receive from all employees and independent pieceworkers, the following items prior to commencing any work:
 - (i) Clearance slip from Local 183 and to coincide with WSIB clearance requirements;
 - (ii) Clearance certificate from WSIB and to coincide with WSIB clearance requirements;
 - (iii) HST Registration Number and EHT Number (Employers Health Tax);
 - (iv) Provide a signed Health & Safety Policy or written acknowledgement of receipt and understanding of the Employer's policy.
- (e) Employers shall have the right to require all employees and/or piecework companies to attend safety meetings. Employers, employees and/or pieceworkers all acknowledge that they have responsibilities for site safety in accordance with the requirements of with the *Occupational Health and Safety Act*. Employers shall also have the right to require employees and/or pieceworkers to attend safety courses unless, in the case of a pieceworker, the pieceworker has attended the same safety course within the previous year;
- (f) All Employees, Pieceworkers, and all other individuals bound by this Agreement are required to meet the following professional requirements:
 - (i) Must be in good standing with the Union;
 - (ii) As a condition of employment the employee and/or pieceworker and/or employee of the pieceworker must obtain the following:
 - (1) All applicable training or certificates required pursuant to the Occupational Health and Safety Act and its Regulations,

- (2) All certificates or training required pursuant to the Occupational Health and Safety Act and its Regulations for all tools and equipment used in the performance of the individual's work,
 - (3) Effective September 1, 2016, all new crew leaders shall be required to complete a training program applicable to Crew Leadership and Blueprint Reading Course (previously developed by the parties in 2010) through the Local 183 Lifelong Training Centre;
 - (iii) All workers must have in their possession a record of all certifications at all times while working;
 - (g) It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement and it is agreed that these functions will not be exercised in a manner which is arbitrary, discriminatory or in bad faith.
- 3.02 A pieceworker that is unable to attend the jobsite for any reason, other than inclement weather, will communicate to the Employer, and/or the Employer's representative, immediately prior to that absence.
- 3.03 Where the pieceworker has not contacted the Employer (before 3:00 p.m. of the day of absence) with an acceptable explanation for being absent from work (i.e. illness, bereavement, etc.) the Employer will take the position that the pieceworker has abandoned the work and re-assign the work as follows:
- (a) The Employer will contact the Union the same day of absence but not before 3:00 p.m;
 - (b) The Union will ensure the Pieceworker resumes work the following day or provides a reasonable explanation for their absence;
 - (c) Should (b) not occur, the Employer will meet with the Union the same day the pieceworker was supposed to resume work and assign the work to a subsequent piecework crew;
 - (d) The Employer, Union and incoming piecework crew will agree to a fair price for remaining work on the house;
 - (e) In determining the fair price to be paid to the incoming piecework crew the parties will have regard to the following factors:
 - (i) Agreed to Price List for the work;
 - (ii) The work performed;
 - (iii) The deficiencies arising from the original piecework crew work; and

- (iv) The work to be performed;
- (f) Once the house is completed and invoiced by the incoming piecework crew, any difference between the Agreed to Price List and the amount paid to the incoming piecework crew for the work on completing the house shall be paid to the pieceworker who abandoned the house;
- (g) The total breakdown will not exceed the original price set for the work, save and except where the Employer has overpaid the original pieceworker for the work performed then the amount of the overpayment shall be the responsibility of the Employer and not deducted from the incoming pieceworker;
- (h) The price will be agreed to prior to work being commenced by the new pieceworker. Such determination will not delay any further the completion of the work.

Note: Should the pieceworker be unable to complete the house due to the lack of trusses on site and the pieceworker has commenced work elsewhere, then if the pieceworker is unable to recommence work immediately upon the delivery of the trusses then this will not be considered abandonment.

- 3.04 Where the Employer takes the position that a Pieceworker's productivity is significantly below the performance of the other piecework crews on site who are performing similar work during standard business days, the Employer will contact the Union, and the Union will assist in resolving the issue within twenty four (24) hours of notification by the Employer.

ARTICLE 4 – GRIEVANCE PROCEDURE

- 4.01 It is the mutual desire of the parties hereto, that complaints and grievances shall be adjusted as quickly as possible.
- 4.02 An employee with a complaint shall discuss the matter with his foreman or supervisor and may be accompanied by his steward or Union representative. The foreman or supervisor shall be given an opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.
- 4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Employer in writing by the aggrieved employee, and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) days of this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 5 below, at any time within ten (10) days thereafter, but not later.

- 4.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, travelling expenses, classification assignment or where the grievor's inclusion in the bargaining unit is in dispute may be brought forward within thirty (30) working days of such alleged violation except in the case of any grievance concerning payment of remittances (pension contributions, welfare contributions, industry fund contributions and dues) may be brought forward within three (3) months after the circumstances giving rise became known or ought reasonably have become known to the Union. It is understood that the remedy for any such grievance may be retroactive to the first day of the alleged violation within the six (6) month period.

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

- (a) Name of employee or pieceworker company with the grievance;
 - (b) Job name and location;
 - (c) Nature of violation (specific section of the agreement), and remedy sought.
- 4.05 It is understood and agreed that any of the time references herein may be extended by mutual agreement. In this Article, Saturday, Sunday and Statutory Holidays shall not be counted as working days. In this Article delivery may be made by mail, email or fax. Nothing in this Article prevents the parties from discussing differences or disputes without a formal grievance being delivered to the other party.

ARTICLE 5 – ARBITRATION

- 5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above and which has not been settled, will be referred to a Single Arbitrator or a Board of Arbitration at the request of either party as provided for herein.
- 5.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two (2) members of the Board.
- 5.03 Within five (5) working days of the request of either party for a Board, each party shall notify the other of the name of its appointee.
- 5.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union to act on the Board fail to agree to a third member as Chairman within five (5) days of the notification mentioned in Article 5.02 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

- 5.05 The decisions of the Board of Arbitration or a majority of such Board, constituted in the above manner, or if there is no majority, the decision of the Chairman shall be binding upon the employees, the Union and the Employer.
- 5.06 The Arbitrator, or Board of Arbitration if applicable, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 5.07 The parties will jointly bear the expense, if any, of the Single Arbitrator. Where a Board of Arbitration is used, each of the parties of this Agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.
- 5.08 (a) The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and may not be subject to change in later steps.
- (b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall not be included, and any time limits may be extended by agreement in writing.
- (c) If advantage of the provisions of Article 4 and Article 5 is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 5.09 In addition to the above procedure, a grievance arising under any provision of this Agreement may be referred to the "Expedited Arbitration System" agreed to by the parties and attached hereto as Schedule "F". It is further agreed that the terms and provisions of the "Expedited Arbitration System" form part of this Agreement and that the terms and conditions of the "Expedited Arbitration System" along with any other part of this Agreement may be interpreted and applied by an Arbitrator or Board of Arbitration with jurisdiction arising out of this Agreement, the "Expedited Arbitration System", or the *Labour Relations Act*.
- 5.10 Where damages have been awarded to the Union, or to its members, or to any other body or person on behalf of the Union and/or its members by an Arbitrator or Board of Arbitration, the Union may file a copy of the award with any employer bound to this Agreement. Having received a copy of such an award the employer will immediately pay to the Union all monies owed to the party ordered to pay damages (up to a maximum amount satisfying all damages set out in the award). The employer further agrees that having received a copy of such an award it will make no payment of any kind to any party against whom damages have been ordered until it has first paid to the Union an amount equal to the damages, or has been informed by the Union, in writing, that the damages have been paid.

- 5.11 Any Employer who makes payments to a party, against whom damages have been ordered, in violation of the above-noted provisions, shall automatically become liable to the Union for an amount equal to any payments made in violation of these provisions.
- 5.12 Any Employer who does not make payments to a party in connection with any award may have monies owing to that employer from a builder frozen. The amount may not exceed the amount of the Award.

ARTICLE 6 – MANAGEMENT AND UNION GRIEVANCES

- 6.01 It is understood that the Employers may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.
- 6.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees have signified in writing an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in accordance with Article 4 – Grievance Procedure, and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

6.03 Jurisdictional Disputes

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

6.04 Commitment Regarding Interpretation Issues

The Union and the Association commit and agree that it is in the interests of both parties that issues regarding the interpretation of the language in this Agreement should be discussed, and where possible resolved, between the Union and the Association prior to any arbitration hearing and/or any proceedings under the Construction Lien Act.

The Union therefore agrees that prior to filing any grievance which it know raises an issue of the interpretation of this Agreement and/or any proceedings under the Construction Lien Act, or where in discussions with an Employer it discovers that a grievance raises an issue of the interpretation of this Agreement, the Union shall give notice to the Association. Thereafter the Union and the Association and the affected Employer shall meet to discuss the grievance within fifteen (15) days and thereafter as may be agreed upon, to attempt to resolve the dispute. The Association on behalf of the Employers bound to the Agreement waives and extends the time limits for the filing and processing

of grievances under the Agreement in cases where the interpretation of this Agreement is raised to allow for the discussions set out herein to occur.

ARTICLE 7 – BUSINESS REPRESENTATIVE AND SHOP STEWARD

- 7.01 The Business Representative of the Union shall have access to all working areas in which the Employer is working during working hours, but in no case shall his visits interfere with the progress of the work. Where it is possible to do so, when visiting a job and interacting with any workers on site, he will first advise the superintendent, foreman or other supervisory personnel of the Employer. The parties agree that whenever possible issues that arise during a site visit will be addressed with the Employer or Employer Representative directly.
- 7.02 No discrimination shall be shown against any Union Steward for carrying out his duties, but in no case shall his duties interfere with the progress of the work. It is agreed that a Union Steward may be a pieceworker or an employee of the Employer. It is agreed that if the Union Steward is an employee he shall be one of the last two (2) employees to be laid-off. It is agreed that if the Union Steward is a pieceworker, the piecework crew of that pieceworker shall be one (1) of the last two (2) crews to be given houses to be built, or such other work as is available in their existing classification of work, by the Employer. It is agreed that the Union may designate and/or dispatch one (1) steward for up to fifteen (15) employees/pieceworkers or major portion thereof.
- 7.03 The Employer will recognize such Union Steward after the Union has advised the Employer in writing of the name of the Steward.
- 7.04 Subject to the rights of Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a Joint Health and Safety Committee shall be one (1) of the last five (5) employees retained on any job provided that he is competent and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a Safety Representative on site.

ARTICLE 8 – NO STRIKES – NO LOCKOUTS

- 8.01 Subject to the specific provisions set out in Article 10.02 herein, during the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and the Employer agrees that it will not cause a lockout.

ARTICLE 9 – HEALTH & SAFETY

- 9.01 The employer shall provide a proper and adequate place of shelter sufficiently heated in which the employees covered by this Agreement may eat their lunch.

- 9.02 In co-operation with the Employer's overall program of Accident Control and Prevention, the Union Steward and/or the Health and Safety Representative will report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations he finds on the project.
- 9.03 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.
- 9.04 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties. This does not include raincoats or other protective clothing where the employee is required to work under abnormal conditions or during inclement weather, or safety harness, safety belts, lines required for fall protection. However, all independent pieceworkers will be responsible to provide all of their own personal protective equipment and safety requirements.
- 9.05 The Employer shall, at his own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.
- 9.06 An employee who is injured in a compensable accident during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.
- 9.07 It is further agreed and understood that vehicles used for transportation of employees coming within the bargaining unit, will be covered in order to protect employees from the weather. All loose equipment shall be properly secured.
- 9.08 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of three hundred and fifty dollars (\$350.00) for each employee for loss of tools related to his job and clothing due to fire in the area or areas commonly designated for storage of tools and clothing. In such cases the employee must provide a written affidavit of the amount of such loss and the circumstances of the loss.
- 9.09 The Employer shall be responsible for maintaining a safe and proper work site, and shall comply with the *Occupational Health and Safety Act* and its Regulations applicable to their work. The Employer will use its best efforts to ensure that backfill is completed before employees begin working. The Employer agrees it will not be a violation of this Agreement if employees covered by this Agreement refuse to work due to unsafe conditions.
- 9.10 It is the pieceworker's responsibility to work in compliance with the provisions of the *Occupational Health and Safety Act* and Regulations applicable to their work on construction projects. Specifically, in accordance with past practice, but without limiting the foregoing, a pieceworker shall be responsible to ensure that, according to the

Occupational Health and Safety Act and Construction Regulations 213/91 for their work on construction projects:

- (a) There is full and complete compliance with the reasonable health and safety policy and programme of the main contractor and that any workers under the pieceworker's supervision and control comply as well;
- (b) The main contractor is made aware of any new workers and any training that is required is identified prior to the commencement of any work;
- (c) Ramps are constructed, installed and maintained and left clear of debris;
- (d) Guardrails are constructed around the perimeter of the house where required;
- (e) Guardrail(s), where required, are constructed around openings and stair openings are covered;
- (f) Temporary stairs are installed and guardrails are constructed around said temporary stairs;
- (g) All joist and truss installation are installed in accordance with best practice procedures. Work platforms shall be installed and dismantled to complete joist and truss installation;
- (h) All persons within their control and supervision wear and use appropriate personal protective equipment required;
- (i) The work area is maintained in a clean hazard free manner, which includes the clearing of all areas of debris, related to the pieceworkers' work as required as well as piling garbage in the back and front of the house; and
- (j) Safety straps shall be installed when requested or required for framers use only and not for the use of any other trades.

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

9.11 Ergonomics Training

- (a) As a condition of employment, newly-hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund within thirty (30) days of hire.
- (b) On-site supervisory personnel of any employer shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund by April 30, 1997.

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

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

9.13 The Employer will provide a mobile crane or a lifting device with the capability to lift, position and place main roof trusses bundle in the direction of the installation under following conditions:

- (a) When the entire or majority of main roof trusses' direction of installation is from front wall to back wall and trusses cannot be placed in the direction of installation with a forklift;
- (b) When majority of trusses on the main roof are running side to side and the span of trusses is equal to or over 45 feet (the span of trusses will be the distance measured between the exterior lines of the wood walls supporting trusses); or
- (c) Townhouses with trusses running front to back.

Subject to operational requirements and efficiencies, the Employer will make every effort to provide a mobile crane or lifting device in a timely fashion. If the pieceworker has been assigned to work on another site, and is asked to return to complete the roof, the pieceworker shall return to assist the mobile crane or lifting device operator to place the truss package. When the pieceworker has finished one of the subfloors on a new house he will return to complete the roof.

The Pieceworker who is framing the house will assist mobile crane or lifting device operator with the entire process of rigging, lifting, positioning and placing of trusses.

ARTICLE 10 – GOVERNMENT LEGISLATION

10.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable federal and provincial law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Agreement.

10.02 No Strikes - No Lockouts

The Right to Honour Picket Lines - The employees of any employer may refuse to cross a picket line which has been placed at any project where the employer is engaged and the employer agrees that the refusal to cross such picket line shall not constitute an unlawful

strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. This Article shall only apply to such picket lines established by the Union against any Employer which continues to perform work on the project.

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

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

ARTICLE 12 – PRODUCTIVITY AND TECHNOLOGY

12.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means, the productivity of the individual workman and both will undertake individually and jointly, to promote such increased productivity provided that the cost of any such promotion to the Employer is covered by the Training Fund contributions contained in this Collective Agreement.

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

12.03 If the parties cannot reach an agreement as indicated above, then the parties, through mutual consent, may refer such dispute to final binding arbitration. The parties agree that the decision of the arbitrator shall be final and binding, but shall not come into effect until the yearly anniversary (May 1) of the Collective Agreement.

ARTICLE 13 – COFFEE AND LUNCH BREAK

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

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

ARTICLE 14 – SUB-CONTRACTING OF WORK

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

- 14.02 The Employer agrees that when it is required to contract or subcontract work to a contractor or a subcontractor which is in contractual relations with the Union, it must be contracted or subcontracted to contractors or subcontractors who are bound to and applying this Collective Agreement (including by way of a Pieceworker Participation Agreement) or the appropriate agreement set out in Schedule "G" whichever is applicable to the specific work involved.
- 14.03 (a) The Employer bound by the terms and conditions of this Agreement, shall be responsible for payment for all remittances to the Union and/or its Trust Funds as outlined in this Agreement, covering all hourly-paid employees, its pieceworkers and their employees, its contractors, subcontractors and the subcontractors' employees, and any subcontractors' pieceworkers and their employees.
- (b) Such deductions and remittances shall include regular monthly Union Dues and Working Dues as outlined by the Union, Health and Welfare Plan, Pension Plan, Training Plan and Industry Fund contributions. Such contributions, as outlined above, both flat hourly rate and percentages, shall be paid on a regular monthly basis by the fifteenth (15th) day of the month following the month such remittances, deductions or contributions were due. The Remittance Report shall include the names and Social Insurance Numbers or Union Membership Numbers of the hourly employees, pieceworkers and their employees, contractors and subcontractors and their hourly employees, subcontractors' pieceworkers and their employees.
- (c) The Employer, contractor and subcontractors are jointly and severally liable for all remittances, deductions and contributions as outlined under this Agreement.
- 14.04 The Employer shall advise all subcontractors, in writing, confirming all remittances have been paid in accordance with the terms and conditions of the Collective Agreement with the Union on a monthly basis.
- 14.05 The Union agrees that the Employer may continue the practice in effect immediately prior to commencement of this Agreement of utilizing pieceworkers to perform bargaining unit work, so long as the person concerned agrees, in which event the Employer shall comply with all the terms and conditions of this Agreement, including Schedule "B", save and except where specifically excepted, and provided that all pieceworkers so utilized are bound to a Pieceworker Participation Agreement with the Union.
- 14.06 The Employer shall not permit or direct their employees, pieceworkers, contractors and subcontractors from working on Sunday, save and except in case of emergency.
- 14.07 **Breach of Collective Agreement by the Employer**
- (a) In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of his employees in the

amount(s) and with the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct.

(b)

(i) Prior to undertaking to complete any work at any project where the performance of such work was commenced by another contractor, an employer shall contact the Union to ascertain whether the previous contractor failed or refused to pay any outstanding wages or to make any outstanding employee benefit contributions on behalf of any of his employees. Upon being contacted for the aforementioned purpose by an Employer, the Union will advise the employer, in writing, within forty-eight (48) hours, whether or not the previous contractor has failed to make the aforementioned payments. Should the employer be advised in the manner prescribed that the previous contractor is delinquent, the employer shall not undertake to complete the work in question

(ii) It is understood and agreed that the amount of damages to be awarded against any Employer for the breach of the foregoing provisions shall be the equivalent to the outstanding wages and employee benefit contributions which were not paid or made, as the case may be, by the delinquent contractor.

(iii) It is further understood and agreed that no Employer shall be liable for the aforesaid damages if the Union fails to advise it of the previous contractor's delinquency in the manner prescribed herein.

ARTICLE 15 – REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

15.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so, if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return, any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of the injury, was hired by the Employer to perform any work within said classification on any project covered by this Agreement. An employee, who claims he has been denied employment contrary to this provision, may have recourse to the Grievance and Arbitration Procedures as set out in Article 4, Article 5 and Article 6 of this Agreement.

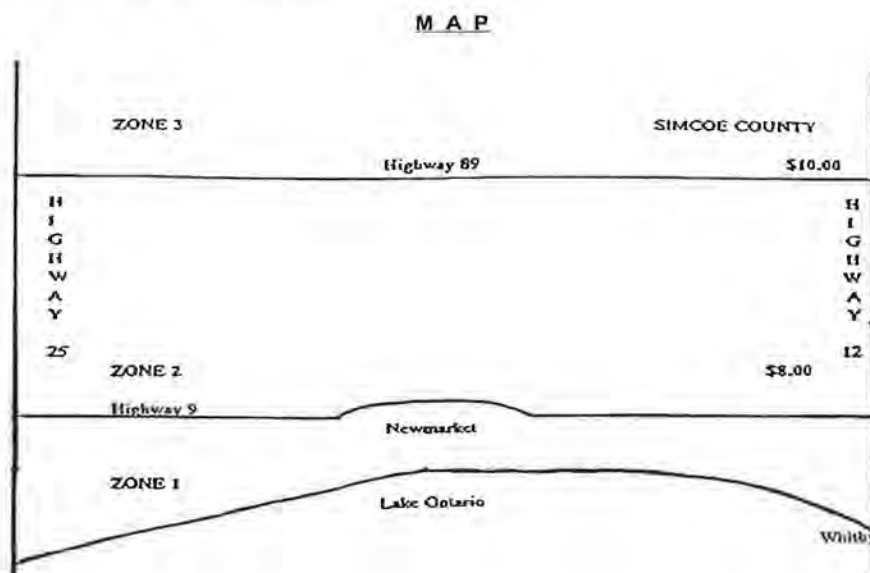
ARTICLE 16 – MAINTENANCE OF EXISTING RATES

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

ARTICLE 17 – TRAVELLING AND ROOM AND BOARD ALLOWANCES

17.01 Travel Zones

- (a) **Zone 1** - is the geographic area bordered by Highway 9 on the North, including the Town of Newmarket, Highway 25 on the West and Highway 12 on the East, including the Town of Whitby.
- (b) **Zone 2** - is the geographic area bordered by Highway 89 on the North, Highway 12 on the East, Highway 9 on the South, and Highway 25 on the West; Fifteen dollars (\$15.00).
- (c) **Zone 3** - is the geographic area North of Highway 89, bordered by Highway 25 on the West, and Highway 12 on the East; Twenty dollars (\$20.00).
- (d) The Employer may provide transportation in lieu of travel allowance. The assembly point shall be within Metropolitan Toronto. Travel time is in addition to the normal working day.



17.02 Whenever employees covered by this Agreement are required to be away from their normal place of residence overnight, the Employer agrees to pay eighty dollars (\$80.00) per day, to a maximum of four hundred dollars (\$400.00) per week and four hundred and eighty dollars (\$480.00) for a six (6) day week, to cover room and board, or alternatively

the Employer will provide, at his own expense, suitable room and board accommodations for the employees.

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

- 18.01 (a) The Employer agrees to pay the sum of two dollars and eighty cents (\$2.80) per hour, based on all hours earned, into Local 183 Members' Benefit Fund, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, legal plan coverage, or similar benefits for the employees covered by this Agreement as directed by the Benefit Plan Trustees represented by Local 183.
- (b) The Employer agrees to pay the sum of sixty cents (\$0.60) per hour, based on all hours earned, into Local 183 Members' Benefit Fund for the purposes of purchasing benefits for Long Term Care.
- (c) The employer agrees to pay the sum of sixty cents (\$0.60) per hour, based on all hours earned, into Local 183 Members' Benefit Fund for the purpose of providing retiree benefits.
- (d) During the lifetime of this Agreement, the Union shall have the right, at any time, to require the Employer to change the amounts of the contributions to any of the employee benefit fund set out in this Collective Agreement, by transferring any portion of contributions required to be made to any particular employee benefit fund now existing other than Industry Fund, to any other employee benefit fund now existing provided that there should be no increase in the total monetary contributions required to be made under this Agreement.
- (e) In the event that the Trustees of the Labourers' Local 183 Prepaid Legal Benefit Fund determine that the contribution is insufficient to finance the Prepaid Legal Benefit Fund, then the parties agree to execute such amendments to the Local 183 Members' Benefit Fund Trust Agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the Prepaid Legal Benefit Fund. No such transfer of the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund.
- (f) The Employer shall remit contributions to the Local 183 Members' Benefit Fund monthly, together with a duly-completed Employer's Contribution Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due.

18.02 Prepaid Legal Plan

- (a) The Employer agrees to pay the following amounts, for each hour earned by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the

purpose of providing legal benefits to such employees and their beneficiaries the sum of ten cents (\$0.10) per hour.

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

18.03 (a) In the event that the payments referred to in Article 18 above are received after the due date, the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent [24%] per annum calculated monthly and not in advance) on the gross amount overdue.

(b) In the event that such payments are received more than thirty (30) days after the due date, the Employer shall pay further liquidated damages to the Union at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent [120%] per annum calculated monthly, not in advance) on the gross amount overdue computed from the thirty-first (31st) day following the due date.

(c) Notwithstanding anything herein contained, in the event that the employer is late in making such payments on three (3) separate occasions, then it must pay liquidated damages to the Union on the third such occasion at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent [120%] per annum calculated monthly, not in advance) on the gross amount overdue from the first day that the payment is not received after the said due date.

(d) Such late payments received from the Employer will be applied first to arrears of contributions already owing.

(e) The delinquent Employer shall compensate the Union in full for all costs associated with the collection of such overdue payments, including any legal or accountant's fees incurred and the cost of any arbitration hearing.

18.04 (a) **Labour Management Job Promotion Organization**

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

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

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

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

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

18.06 Pension

The Employer agrees to pay the sum of six dollars and forty-two cents (\$6.42) per hour, for all hours worked, into the Labourers' Pension Fund of Central and Eastern Canada.

18.07 Central and Eastern Canada Organizing Fund (CECOF)

The Employer agrees to contribute twenty-five cents (\$0.25) per hour to CECOF for each hour worked by a member of Local 183.

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

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

(b) Local 183 Members' Benefit Fund

The Labourers' Local 183 and the Association agree to amend Section 8.01 of the "Agreement and Declaration of Trust" made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty

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

(c) Local 183 Members' Training Fund

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

18.09 Local 183 Promotional Fund

The Employer agrees to pay ten cents (\$0.10) per hour to the Local 183 Promotional Fund.

18.10 O.P.D.C. Dues

The Employer agrees to deduct OPDC dues from each employee's pay cheque. The amount of the OPDC dues shall be fifteen cents (\$0.15) per hour. Such amounts shall be remitted monthly, along with the pension and CECOF contributions, to the Labourers' Pension Fund of Central and Eastern Canada. Upon receiving notice from the Union that the amount of the OPDC dues are to be increased, the Employer shall deduct the increased amount commencing the month following the notice.

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

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

ARTICLE 19 – INDUSTRY APPRENTICE AND TRAINING COMMITTEE

- 19.01 The parties agree to establish a joint apprenticeship and training committee, consisting of three (3) representatives of the Union and three (3) representatives of the Residential Framing Contractors Association, whose mandate is to develop and administer all new or existing programs related to the Unionized Framing Industry.
- 19.02 The Union shall accept as members of the Union, apprentices that are indentured to an Employer or the local apprenticeship advisory committee.
- 19.03 The apprenticeship advisory committee shall have full control over the training, education and movement of all apprentices, improvers, and trainees.
- 19.04 All examinations of entry qualifications shall be at the sole discretion of the apprenticeship training committee.
- 19.05 The number of apprentices shall be established by the trade schedule under the *Apprenticeship and Tradesmen Qualification's Act R.S.O. 1980 c.24* as amended, or any successor legislation or organization that is directly attributable to apprentices.
- 19.06 The Association and the Union agree to develop a modular training program with the assistance of the Labourers' Local 183 Members' Training and Rehabilitation Fund for appropriate certification of house framers' carpenters by The Ministry of Skills and Development, or any other Ministry that may supercede or have this responsibility transferred to it.

ARTICLE 20 – EMPLOYER INDUSTRY FUND

- 20.01 Each Employer bound by this Agreement or a like Agreement, adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute five (\$0.05) cents per hour, earned by each employee covered by this Agreement, and shall remit such contribution directly to the "Residential Framing Contractors' Association", together with the first page of the hourly remittance form on or before the fifteenth (15th) day of the month following the month for which the contributions were due. Such

amounts shall clearly indicate the total number of hours paid by each Employer and shall be each Employer's contribution to the costs of negotiating and administering the Collective Agreement.

20.02 Effective May 1, 2019, each Employer bound by this Agreement or a like Agreement adopting in substance, but not necessarily in form, the terms and conditions as set out herein, shall contribute:

- (a) For all members of the Association they shall remit five hundred dollars (\$500.00) per month and a fixed Industry Fee of two hundred dollars (\$200.00) per month shall be paid as indicated on the contribution forms (regardless of whether the contractor has pieceworker remittances or not), plus One Quarter of percent (0.25%) of the gross amount derived for the pieceworker remittance; or
- (b) For all non-members of the Association they shall remit three hundred dollars (\$300.00) per month and a fixed Industry Fee of One Hundred and twenty dollars (\$120.00) per month shall be paid as indicated on the contribution forms (regardless of whether the contractor has pieceworker remittances or not) plus Three and One Half percent (3.5%), of the gross amount derived for the pieceworker remittance.

20.03 The Employer agrees to pay the Harmonized Sales Tax (H.S.T.) on the above amounts.

20.04 The Employer shall contribute these Industry Fund amounts, in addition to the amounts referred to in Schedule "B", Articles 4.08 APPENDIX "A" and "B", regarding "pieceworkers." The Industry Fund Contributions indicated above shall be paid directly to the "Residential Framing Contractors' Association", together with a copy of the calculations page of the Carpentry Remittance Form on or before the fifteenth (15th) day of the month following the month for which the contributions were due, in each year of this Agreement.

20.05 It is understood that the above percentage amount (Industry Fund Contributions) is in addition to the rates and other conditions as specified in Schedule "B" of this Agreement.

20.06 Having regard to the interest of the Residential Framing Contractors' Association in ensuring that appropriate Industry Fund Contributions are made to the Association. The Union agrees to provide the Association copies of all remittance forms provided to the Union by all Employers, regardless of Association membership, performing work covered by this Agreement. It is agreed that this information is included in the documents produced pursuant to Schedule "F", B (6) and the Union is not required to send this information twice.

20.07 Should any Employer fail to pay the respective Industry Fund Contributions indicated above, the Association shall provide a written request to the Union, upon receipt of said

request, the Union shall grieve that Employer for the purpose of collecting the Industry Fund Contributions owed to the Association.

- 20.08 The delinquent Employer shall compensate the Union in full for all reasonable costs associated with the collection of such overdue payments including the costs provided for by Section 15 of the Expedited Arbitration System.
- 20.09 In addition to the amounts set out above, each Employer shall make contributions to the Industry Fund, in percentages set out in Article 20.02, in respect of any amounts paid in settlement of any grievance or pursuant to an arbitration award. The Union shall provide the Association, in writing, the calculations of any Industry Fund amounts owing pursuant to any Arbitration decisions and any Minutes of Settlement to allow the Association to ensure that the Industry Fund is collected from the Employer.

ARTICLE 21 – ACKNOWLEDGEMENT

- 21.01 The parties acknowledge that the Residential Framing Contractors' Association of Metropolitan Toronto & Vicinity Inc.,(RFCA) is acting on behalf of the Employers which are members of the RFCA, and on behalf of various other Employers pursuant to the accreditation certificate issued to the RFCA by the Ontario Labour Relations Board, and that the RFCA is an Association formed for bargaining purposes with the Union and to assist its' members for the administration of this Collective Agreement, and is not the actual Employer of the employees covered by this Agreement.
- 21.02 The Union agrees that where a Prime Framing Contractor elects not to participate in the Residential Framing Contractors' Association Collective Agreement, the said Company will be required to sign a Collective Agreement that will not undermine the integrity of the current agreement that is in place with the Residential Framing Contractors Association.
- 21.03 The Association requires from the Union on a monthly basis the following information:
- (a) All new Employers or Builders in the Residential Housing Carpentry and Framing Sector that have been signed by Local 183.
- 21.04 The Association agrees that prior to accepting any new members, other than the companies which are already signatory to this Collective Agreement, it will require written assurance that the proposed new member is seeking to engage in carpentry and other framing work. Further, the Association will inform the Union of the name of the proposed member and its principals, and upon being advised by the Union will only accept the proposed member into membership once any outstanding accounts, grievances, decisions or other awards involving the proposed member or its principals and the Unions, have been paid in full.

ARTICLE 22 – DURATION OF AGREEMENT AND CONDITION OF AGREEMENT

22.01 The term of this Agreement shall be from May 1st, 2019 to April 30th, 2022 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and eighty (180) days of April 30, 2022 or any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30th, 2022, in accordance with the terms of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be

the terms and conditions of the Union's then current standard Collective Agreement with the Residential Framing Association of Metropolitan Toronto and Vicinity.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 19th day of November 2019.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

"ERRORS AND OMISSIONS EXCEPTED"

SCHEDULE "A" – HOURLY EMPLOYEES

ARTICLE 1 – HOURS OF WORK AND OVERTIME

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

ARTICLE 2 – PAYMENT OF WAGES

- 2.01 Employees shall be paid weekly or bi-weekly by cheque or cash at the option of the Employer, no later than Thursday in any week, and the employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, unemployment insurance, Canada Pension, etc., where applicable and vacation pay when applicable.
- 2.02 In the case of lay-off, all men shall receive two (2) hours' notice or two (2) hours pay in lieu thereof, in advance of the lay-off.
- 2.03 Whenever Unemployment Insurance Separation Certificates and pay cheques and vacation pay monies are not given to the employee at the time of termination, they shall be sent by the Employer to the employee by registered mail, to his last known address on file with the Employer, within seventy-two (72) hours of the time of termination.

ARTICLE 3 – SECURITY FOR PAYMENT OF WAGES, ETC.

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

employees (including damages) in accordance with the terms and conditions of this Agreement.

3.02 A Committee will be set up to work out a policy on Security for Payment of Wages. This Committee will be comprised of two (2) persons from the Association and two (2) persons from the Union.

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

- (a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four (24) hours after such agreement is reached;
- (b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of an agreement of the amount due, but the Employer fails to pay the said sum as aforesaid, then the Union shall be entitled to pay out of said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund, or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an Award Order, Judgment, or Decision entitling any of them to payment of any particular sums;
- (c) Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid, the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days of receipt of such written notification. If the Employer does not replenish the fund as aforesaid, then the provisions of Article 14.07(a) in connection with the right to strike and picket shall be applicable, as well as Article 4, Article 5 and Article 6 of this Collective Agreement;
- (d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of the financial benefits referred to in Article 18, paid in advance for employees of the Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Employer for which the employees and/or the Union, as the case may be, have not been paid any of the said financial benefits and shall be entitled to pay out of the said funds to itself and/or on behalf of the employees of the bankrupt or insolvent Employer (including payment or any sums to any Welfare, Vacation Pay, Pension or any other employee benefit fund, such amounts as may be due to any of them);

- (e) The parties to this Agreement, and specifically the Union, agree to participate in underlining to all employees the importance of attending safety meetings and courses. Further, the parties agree that, should they be required to do so by the Employer who employs them, all employees must attend safety meetings. Further, the parties agree that, all employees may be required to acknowledge that they understand that they shall attend such safety courses as the Employer may require, it being agreed that the Employer will not exercise these functions in a manner which is inconsistent with the expressed provisions of this Agreement and it being further agreed that these functions will not be exercised in a manner which is arbitrary, discriminatory or in bad faith;
 - (f) The parties agree and acknowledge that employees have responsibilities for site safety in accordance with the requirements of the *Occupational Health and Safety Act*.
- 3.04 The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest-bearing account with a chartered bank, trust company or credit union, and the interest thereon shall be added to and form part of the said fund, which is to be available to the Union, the said employees or any employee benefit fund as provided in this Agreement. It is also agreed that in replenishing the fund as provided herein, it shall only be necessary to repay the principal part of the fund.
- 3.05 Prior to signing a Voluntary Recognition Agreement with a main framing contractor who is not bound to a Collective Agreement with the Union, the Union shall use best efforts to satisfy itself that the contractor will be able to meet its financial obligations under this Collective Agreement as they become due.
- 3.06 The Employer agrees that its direct employees will be paid for training, as follows:
- (a) An employee who attends any training at the request of the Employer as provided for in Article 3.03(e) herein, above or as otherwise required by law shall be deemed to be on duty and be paid in accordance with the Collective Agreement;
 - (b) The above provisions do not include training taken at the Local 183 Life Long Learning Centre outside of regular working hours for Working at Heights, WHMIS and OHSA.

ARTICLE 4 – WAGES AND CLASSIFICATIONS

4.01 Hourly Rates

Effective May 1, 2019

Classification	Wages	Vac. Pay	Health & Welfare	Long Term Care	Retiree Fund	Pension	Prepaid Legal	Promotional	Training	Industry	CECOF	Employee Deduction OPDC Dues	Total
Job Foreman	\$46.65	\$4.67	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$62.44
Carpentry/Framing Crew Leader	\$43.47	\$4.35	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$58.94
Carpenter/Framer	\$40.29	\$4.03	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$55.44
Carpenter/Framers' Assistant	\$36.79	\$3.68	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$51.59
2nd Year Learner	\$32.35	\$3.23	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$46.70
1st Year Learner	\$28.11	\$2.81	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$42.04
Pre-Learner*** (1201 – 1800)	\$25.30	\$2.53	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$38.95
Pre-Learner** (601 to 1200)	\$22.49	\$2.25	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$35.86
Pre-Learner* (0 to 600)	\$19.68	\$1.97	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$32.76
Forklift Driver/Crane Operator	\$38.73	\$3.87	\$2.80	\$0.60	\$0.60	\$6.42	\$0.10	\$0.10	\$0.20	\$0.05	\$0.25	\$0.15	\$53.72

- * Pre-Learner shall be paid 70% of the 1st year learner wage for the first 600 hours worked
- ** Pre-Learner shall be paid 80% of the 1st year learner wage for 601 to 1200 hours worked
- *** Pre-Learner shall be paid 90% of the 1st year learner wage for 1201 to 1800 hours worked

Effective May 1, 2020

Classification	Wages	Vac. Pay	Health & Welfare	Long Term Care	Retiree Fund	Pension	Prepaid Legal	Promotional	Training	Industry	CECOF	Employee Deduction OPDC Dues	Total
Job Foreman	\$47.25	\$4.72	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$63.64
Carpentry/Framing Crew Leader	\$44.06	\$4.41	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$60.14
Carpenter/Framer	\$40.88	\$4.09	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$56.64
Carpenter/Framers' Assistant	\$37.38	\$3.74	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$52.79
2nd Year Learner	\$32.94	\$3.29	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$47.90
1st Year Learner	\$28.70	\$2.87	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$43.24
Pre-Learner*** (1201 – 1800)	\$25.83	\$2.58	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$40.08
Pre-Learner** (601 to 1200)	\$22.96	\$2.30	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$36.93
Pre-Learner* (0 to 600)	\$20.09	\$2.01	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$33.77
Forklift Driver/Crane Operator	\$39.32	\$3.93	\$2.95	\$0.60	\$0.70	\$6.67	\$0.10	\$0.15	\$0.20	\$0.05	\$0.25	\$0.15	\$54.92

- * Pre-Learner shall be paid 70% of the 1st year learner wage for the first 600 hours worked
- ** Pre-Learner shall be paid 80% of the 1st year learner wage for 601 to 1200 hours worked
- *** Pre-Learner shall be paid 90% of the 1st year learner wage for 1201 to 1800 hours worked

Effective May 1, 2021

Classification	Wages	Vac. Pay	Health & Welfare	Long Term Care	Retiree Fund	Pension	Prepaid Legal	Promotional	Training	Industry	CECOF	Employee Deduction QPDC Dues	Total
Job Foreman	\$47.88	\$4.79	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$64.94
Carpentry/Framing Crew Leader	\$44.70	\$4.47	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$61.44
Carpenter/Framer	\$41.52	\$4.15	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$57.94
Carpenter/Framers' Assistant	\$38.02	\$3.80	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$54.09
2nd Year Learner	\$33.57	\$3.36	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$49.20
1st Year Learner	\$29.34	\$2.93	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$44.54
Pre-Learner*** (1201 – 1800)	\$26.41	\$2.64	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$41.32
Pre-Learner** (601 to 1200)	\$23.47	\$2.35	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$38.09
Pre-Learner* (0 to 600)	\$20.54	\$2.05	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$34.86
Forklift Driver/Crane Operator	\$39.95	\$4.00	\$3.10	\$0.60	\$0.80	\$6.97	\$0.10	\$0.20	\$0.20	\$0.05	\$0.25	\$0.15	\$56.22

- * Pre-Learner shall be paid 70% of the 1st year learner wage for the first 600 hours worked
- ** Pre-Learner shall be paid 80% of the 1st year learner wage for 601 to 1200 hours worked
- *** Pre-Learner shall be paid 90% of the 1st year learner wage for 1201 to 1800 hours worked

ARTICLE 5– TRANSFER OF FUNDS

5.01 During the lifetime of this Agreement, the Union shall have the right, at any time, to require the Employer to change the amounts of the contributions to any of the employee benefit fund set out in this Collective Agreement, by transferring any portion of contributions required to be made to any particular employee benefit fund now existing other than Industry Fund, to any other employee benefit fund now existing provided that there should be no increase in the total monetary contributions required to be made under this Agreement.

SCHEDULE "B" – PIECEWORKER

ARTICLE 1 – DEFINITIONS

- 1.01 A Dependent Pieceworker in this Collective Agreement shall mean a person who agrees to work for the Employer for piecework rates, provided that the pieceworker does not have more than one (1) employee and/or assistant, and includes two (2) or more persons who are equal partners in a partnership and a limited company where the shares are owned entirely by one (1) person, or equally by two (2) or more persons, provided always that the partnership or limited company does not have more than one (1) employee and/or one (1) assistant.
- 1.02 An independent pieceworker in this Collective Agreement shall mean a pieceworker who agrees to work for the Employer for piecework rates, and actually performs piecework, but has more than one (1) employee and/or assistant assisting him in the performance of his work.
- 1.03 A Pieceworker who accepts framing carpentry work directly from an owner or builder as a main contractor is, pursuant to the accreditation of the Association bound to the full terms and conditions of this Collective Agreement.

ARTICLE 2 – INDEPENDENT PIECEWORKERS/EMPLOYEES

- 2.01 A pieceworker may use one helper to assist him in the performance of his work. It shall be a condition of each pieceworker's employment that all the terms and conditions of this Agreement, and in particular, Schedule "A", are applied to the employee.
- 2.02 The Employer shall be responsible for all required remittances for each Piecework company, pursuant to the provisions of this agreement as outlined in Schedule "B", Article 4.18.
- 2.03 The Employer shall ensure that all of the terms and conditions of this Agreement, including Schedule "A", are properly applied to employees.
- 2.04 At the end of each month each pieceworker shall prepare a schedule which will indicate the name and address of his employee who has worked with the pieceworker during the past month, including the Social Insurance Number or Union Membership Number and the number of hours worked by the employee. The schedule shall note the project and lot number on which work was performed, and the Union Invoice Number pertaining to such work. This schedule shall be signed or initialed by the pieceworker's employee. The pieceworker shall provide the schedule to the Union along with the pink copy of their invoices.

It is understood that the schedule shall be used by the Union to allocate pension and benefit contributions. If no schedule is submitted the presumption shall be that the

pieceworker and their employee or helper worked equally in performing the work listed in the pieceworker's invoices.

- 2.05 No independent pieceworker shall be permitted to work beyond the normal working hours of the job foreman during the week and should not be allowed to work on Saturdays without a representative from the Employer present for safety precautions. No subcontractor shall perform work on a Sunday, save and except in the case of emergencies. The provisions of Schedule "A", Article (b), relating to work on Sunday shall also apply to employees of pieceworkers.
- 2.06 The parties to this Agreement, and specifically the Union, agree to participate in underlining to all pieceworkers the importance of attending safety meetings and courses. Further, the parties agree that, should they be required to do so by the Employer who engages them, all pieceworkers must attend safety meetings. Further the parties agree that, unless they have attended the same safety courses in the previous year, all pieceworkers may be required to acknowledge that they understand that they shall attend such safety courses as the Employer may require, it being agreed that the Employer will not exercise these functions in a manner which is inconsistent with the expressed provisions of this Agreement and it being further agreed that these functions will not be exercised in a manner which is arbitrary, discriminatory or in bad faith.
- 2.07 The parties agree and acknowledge that pieceworkers have responsibilities for site safety in accordance with the requirements of the *Occupational Health and Safety Act*. Further the parties agree that, provided that pieceworkers have complied with such requirements, upon their departure from a unit they will not be required to return to the unit for the sole purpose of work associated with safety requirements on that unit.
- 2.08 It is understood that a pieceworker who is working for a non-unionized Builder or framing contractor is directly responsible for making all payments to their hourly employee(s), including the payment of all benefits and remittances owing under Schedule "A".

ARTICLE 3

- 3.01 Persons who are not hourly employees or pieceworkers as defined in this Agreement shall not be permitted to perform any bargaining unit work except where that person pays on their own behalf union dues, working dues and monthly remittances and contributions in respect of Welfare, Long Term Care, Retiree Fund, Pre-Paid Legal, Training and Industry Fund, Pension and CECOF contributions, calculated under Schedule "A" at the Carpentry/Framing Crew Leader rate for a minimum of 160 hours per month.
- 3.02 The payments set out in 3.01 above shall be made at the times and in the form set out in this Agreement.

ARTICLE 4 – PIECEWORKER RATES

4.01 The base piecework rate for framing will include, but not limited to, the following:

- (a) Installation of the sill gasket and single sill plate and the installation and tightening of the washers and nuts;
- (b) Installation of steel beams and basement columns;
- (c) Bolting of steel beam connections;
- (d) Shimming and levelling of steel beams;
- (e) Framing of all floors, including: joists; sheathing; bridging; 1"x4" plates; plates on beams; all hangers; wood beams; ribbon board; all required air and moisture barriers; levelling and squaring; and all other items as required by blue prints;
- (f) Framing of all required landings including all proper supports (bearing basement walls under the landing with a footing are to be treated as an extra);
- (g) Framing of all exterior walls with a single layer of sheathing as per the blue prints;
- (h) Framing of all interior walls (full and/or partial);
- (i) Strapping of block walls, where required;
- (j) One piece bay or bow windows shall be treated as an extra;
- (k) Framing of a complete roof for a regular house, roof less than 6 in 12 or with dual pitches (except where particle board is used to read 5 in 12 maximum) including overhangs;
- (l) Porches (except forming for concrete);
- (m) Pieceworker will build the structure as per the provided blue prints;
- (n) If any of this work is not performed as a result of new technology, new materials, etc. the Union and the Association agree to meet to determine if any a reasonable credit should be given in light of the work that is not required to be performed;
- (o) Gluing down subfloors.

4.02 It is understood and agreed that a pieceworker, performing any of the work covered by the rates in Article 4, shall be responsible in accordance with and subject to Article 9.10 of the Collective Agreement to ensure that the aforementioned work is performed in compliance with the applicable Occupational Health and Safety Act and Regulations.

- 4.03 The number of square feet contained in each house shall be determined by measuring the outside perimeter of the house. There shall be no deductions for any openings, stairwells, foyer, etc.
- 4.04 Effective May 1, 2019, piecework rates for work outlined above shall be not less than as outlined per square foot, herein as follows:

SINGLE TWO STOREY DETACHED HOUSES

Per Square Feet	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1600 Square Feet	\$5.55	\$5.68	\$5.87
1600 Square Feet and Over	\$5.31	\$5.43	\$5.61

BUNGALOWS

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Feet	\$5.77	\$5.91	\$6.11

TOWNHOUSES AND SEMI-DETACHED HOUSES

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Feet	\$5.55	\$5.68	\$5.87

Third storey and above, \$0.50/sq ft premium to be paid on the square footage of the third floor and above area.

Slab on Grade is stand alone extra and will not count as a floor.

Terrace Floor Area (Roof top enclosed area) shall not count as a floor but will be compensated as per the base rate.

Definition: Townhouses and Semi-detached houses must be attached by a living area. Garage area is not a living area

BACK TO BACK TOWNHOUSES AND BACK TO BACK SEMI-DETACHED HOUSES

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Feet	\$6.57	\$6.72	\$6.95

No third floor premium.

All references to drywall and Slab on Grade apply to Back to Back Towns.

- 4.05 Capped floors, including landings and all associated work, shall pay \$1.61 per square foot, plus all applicable extras listed in Appendix "A" and "B". Employers will have the ability to deduct a capped floor from the remainder owing for the structure. This will only apply to structures that cannot proceed beyond the floor stage.

Point loads in capped floors will be installed by the framer who frames the remainder of the house.

4.06 Lofts

A loft is any living area built entirely within the main roof cavity. In order to qualify, this area must be above the fascia on at least two (2) of the sides. Mansards are not covered by this definition.

Structures with a loft will pay as follows:

- (a) The entire gross floor area multiplied by the applicable structure rate;
- (b) A premium to be added to the loft floor area:

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Feet of the Loft Floor Area	\$2.50	\$2.60	\$2.70

- (c) Applicable roof pitch rate applied to the gross floor area, calculated without the loft area;
 - (d) The roughing in for bungalow with a loft shall be paid at a two-storey rate applicable to the entire gross floor area. All other structures will be paid as per Schedule "B";
 - (e) Footings for a structure with loft shall be paid as per the applicable structure rate calculated without the loft area;
 - (f) Third floor premium does not apply.
- 4.07 (a) The pieceworker working under the piecework rates set out in Article 4.04 of this Schedule is only required to perform the following work:
- (i) The framing shell/skeleton, including nail-bridging, installation of all landings where required, and installation of ribbon strip, joist/truss hangers and landings where required, including verandah (except forming for concrete), provided that all materials such as poly paper, joist hangers, etc. are supplied.

- (ii) An Employer shall not contract with a pieceworker for rates less than those set out in Article 4.04 of this Schedule for any of the said work. All other work shall be paid as set out below. It is understood that the above rates include vacation pay credits, as specified in Article 18.04.

4.08 Any work not listed in either Appendix "A" or Appendix "B" shall be considered to be included in the base rates. The Union and the RFCA may mutually agree to any additions to either Appendix "A" or Appendix "B" and those additions will come into effect on the yearly anniversary date (May 1) of the Collective Agreement only if agreed to 90 days prior to the expiration of the Collective Agreement.

APPENDIX "A"

(1) Roof Pitch Calculation (bird's eye view)

Roof pitch shall be paid on the roof coverage area (exposed garages, porches, balconies) at the rates set out in this schedule.

Roof pitches 5/12 and over are extras as follows:

Roof Pitches for Houses, Townhouses and Semi-Detached Houses

	May 1, 2019	May 1, 2020	May 1, 2021
5/12 to 5 ^{7/8} /12	-	-	\$0.10
6/12 to 6 ^{7/8} /12	\$0.30	\$0.30	\$0.40
7/12 to 7 ^{7/8} /12	\$0.47	\$0.47	\$0.47
8/12 to 8 ^{7/8} /12	\$0.55	\$0.55	\$0.55
9/12 to 9 ^{7/8} /12	\$0.64	\$0.64	\$0.64
10/12 to 10 ^{7/8} /12	\$0.74	\$0.74	\$0.74
11/12 to 11 ^{7/8} /12	\$0.85	\$0.85	\$0.85
12/12 to 12 ^{7/8} /12	\$0.97	\$0.97	\$0.97

Any Roof pitches 13/12 or above shall pay an additional \$0.15 per incremental slope increase;

Note: The rate for a dual pitch roof shall be calculated as a percentage of the square footage of the roof and the appropriate rate applied to the square footage of the house.

Roof Pitches for Bungalows

	May 1, 2019	May 1, 2020	May 1, 2021
5/12 to 5 ^{7/8} /12	-	-	\$0.15
6/12 to 6 ^{7/8} /12	\$0.45	\$0.45	\$0.60
7/12 to 7 ^{7/8} /12	\$0.71	\$0.71	\$0.71
8/12 to 8 ^{7/8} /12	\$0.79	\$0.79	\$0.79
9/12 to 9 ^{7/8} /12	\$0.88	\$0.88	\$0.88
10/12 to 10 ^{7/8} /12	\$0.98	\$0.98	\$0.98
11/12 to 11 ^{7/8} /12	\$1.09	\$1.09	\$1.09
12/12 to 12 ^{7/8} /12	\$1.21	\$1.21	\$1.21

Any Roof pitches 13/12 or above shall pay an additional \$0.15 per incremental slope increase;

Note: The rate for a dual pitch roof shall be calculated as a percentage of the square footage of the roof and the appropriate rate applied to the square footage of the house.

(2) **9' Ceilings**

Ceilings, 9 feet additional (\$) for the area to which 9' applies:

Ceiling Height	May 1, 2019	May 1, 2020	May 1, 2021
9'	\$0.25	\$0.25	\$0.25
10'	\$0.40	\$0.40	\$0.40
11'	\$0.55	\$0.55	\$0.55
12'	\$0.70	\$0.70	\$0.70
13'	\$0.85	\$0.85	\$0.85

The parties agree that the open to below provisions are not affected by this clause. They also agree that the height of a sunken floor areas compensated as above shall not result in an additional payment herein, but this provision shall apply where the ceiling is 9' or greater without regard to the sunken floor.

If studs are not precut (studs are required to be cut on site to accommodate ceiling height), a premium of \$0.10/sq ft of the floor area where studs are required to be cut will be paid.

This premium does not apply to sunken floor/sunken laundry, garages, finished basement, walkout/lookout walls and basement bearing walls, high walls etc.

This premium will apply to Slab on Grade/Core Slab conditions.

(3) **Porches**

The following rates are paid for on the square foot of the porch area:

	May 1, 2019	May 1, 2020	May 1, 2021
Exposed Porches/Portico Roofs	\$7.30	\$7.40	\$7.60

Note: Conventional framing does not apply on a flat porch roof while sloping and parapet wall applies.

Under Living Porch/Portico, for all work associated including drops, shall be paid at the following rates for all work associated:

	May 1, 2019	May 1, 2020	May 1, 2021
Portico/Under Living Porch	\$1.50	\$1.55	\$1.60

Multiplied by the area under living.

(4) **Balconies**

(A) **Covered Balconies**

Covered balconies which shall include the floor and the roof above shall be paid per square foot of the balcony area.

	May 1, 2019	May 1, 2020	May 1, 2021
Covered Balconies	\$10.00	\$10.30	\$10.60

Covered balconies shall be inclusive of all the work associated in the building of the balcony, including, but not limited to the floor below to the roof above. No other extras in the building of the balcony shall apply, except the Barrel roof and ceiling over non-living area, conventional framing, roof pitch, sloping and parapet wall.

(B) **Covered Balcony over Exposed Garage**

Covered balcony on top of an exposed garage is to be paid as per the porch rate for the covered balcony area in addition to the exposed garage rate.

Note for (A) and (B): Conventional framing does not apply on a flat balcony roof while sloping and parapet wall applies.

(C) **Multi Balconies**

Multi balconies will be paid as per the porch rate unless the pieceworker is required to build a roof on the balcony, in which case the Covered Balcony rate shall apply.

(5) **Columns or Posts**

These are the columns or posts that are installed on upper floors from basement –

(e.g. All columns excluding standard basement columns).

	May 1, 2019	May 1, 2020	May 1, 2021
Columns or Posts	\$75.00	\$75.00	\$75.00

(A) Posts or columns, whether steel or wood, when supporting a steel beam to be paid the rate above.

(B) When temporary posts have to be replaced with fixed posts in the basement they shall be paid at the following rate per post:

	May 1, 2019	May 1, 2020	May 1, 2021
Temporary Posts	\$37.50	\$37.50	\$37.50

(C) Posts or columns in walkout/lookout conditions, whether steel or wood, when supporting a steel beam to be paid as temporary posts (\$37.50).

(D) Any posts that are installed that are greater than 16'- 0" in height will pay \$120.00

(6) **Garage**

Garages	May 1, 2019	May 1, 2020	May 1, 2021
Exposed	\$5.00	\$5.10	\$5.15
Under Living Area	\$2.04	\$2.08	\$2.12

Notes:

Porches or Roofs extending beyond the footprint of the garage shall be paid as per Exposed Garage rate if the extension has a beam. If the extension does not have a beam it shall be paid as per skirt rate.

Covered breezeway over nonliving area which involves work associated with posts, beams and roof to be paid as per the porch rate inclusive of all work.

Port Cochere will be paid as per detached garage rate.

Conventional framing does not apply on a flat garage roof while sloping and parapet wall applies.

(7) **High Walls**

For Exterior Sheathed High Walls (per linear foot);

	May 1, 2019	May 1, 2020	May 1, 2021
High Walls	\$24.00	\$24.00	\$24.00

Note: In order for the High Wall rate to apply, the exterior sheathed wall must be 14 feet or higher.

(8) **Skirts**

Skirts shall be paid (per linear foot):

	May 1, 2019	May 1, 2020	May 1, 2021
Skirts	\$4.50	\$4.55	\$4.65

Note: Returns up to 3 feet are not an extra.

Note: A skirt may be up to 26" deep measured from the brick, or where there is no brick 30" deep from the wall. A skirt that exceeds this dimension shall be paid as per the conventional framing rate.

(9) **Drywall/Truss Party Wall**

Drywall Construction where Truss is supplied by the Builder (per square foot);

	May 1, 2019	May 1, 2020	May 1, 2021
Drywall - in Trusses	\$0.70	\$0.70	\$0.70

(10) **Single 2x4 Attic Party Wall**

Single 2 x 4 Attic Party Wall (per square foot of wall constructed);

(It should be noted that, in addition, the rate set out at 10. "Drywall Construction where Truss is supplied by the Builder", will be paid for all drywall attached to the party wall.)

	May 1, 2019	May 1, 2020	May 1, 2021
Single 2x4 Attic Party Wall	\$1.32	\$1.32	\$1.32

(11) **OSB**

Oriented Strand Board/Aspenite – when installed on a roof with pitch 5/12 or greater shall be paid a premium of \$0.40 per square footage of the area to which roof pitch calculation applies.

(12) **Slab on Grade**

In housing construction projects covered by this Agreement, where there is a component of the structure where the floors are concrete, otherwise referred to as "Slab on Grade", it shall be a standalone extra.

Any structure, with the exception of bungalows and/or bungalows with a loft, where all the perimeter walls are either wood or strapping will pay a rate of \$3.20/sq ft of the "Slab on Grade" area.

(A) The following conditions will apply to "Slab on Grade":

- I) On slab on grade area only, any steel columns located in the exterior walls of the slab on grade or the walls separating the GFA from the garage, supporting a steel beam, shall be paid at the column rate;
- II) Standard garage rates for exposed and under living garage rates continue to apply;

- III) No other framing extra shall apply except those specified above.
- (B) Roughing in a slab on grade, if applicable, is also a standalone extra and the roughing in pieceworker shall be paid for the square footage of the finished area that is applicable multiplied by the corresponding roughing in rate for the structure constructed above the slab on grade.
 - (C) All other applicable roughing in extras shall apply.
 - (D) In a situation where the interior walls cannot be framed at the time of framing, then the interior partitions shall be deducted at the "Bearing Basement Wall", linear foot rates and shall be paid to the pieceworker who completes the work.
 - (E) Bungalows and/or bungalows with a loft constructed directly on a slab on grade shall be paid at the applicable bungalow and/or bungalows with a loft rate minus one dollar per square foot for the area of the slab on grade, in lieu of the floor.
 - (F) Bungalows and/or bungalows with a loft constructed on top of slab on grade walls shall be paid at the applicable bungalows and/or bungalows with a loft rate for the structure above the walls and the applicable slab on grade rate for the slab on grade area.
 - (G) If a slab on grade is framed in excess of the single 2x4 or 2x6 construction spaced 12 inches on centre then the above rates shall apply but an extra shall be negotiated for the additional work required.
 - (H) A structure (all walls and roof) built directly over Slab on Grade shall be paid as per exposed garage rate.

(13) Core Slab

In housing construction projects covered by this Agreement, where there is a component of the structure where the floors are concrete, otherwise referred to as "Core Slab", it shall be a standalone extra.

Any structure, with the exception of bungalows and/or bungalows with a loft, where all the perimeter walls are either wood or strapping will pay a rate of \$3.20/sq ft of the "Core Slab" area.

If the Core Slab is at the grade level it will be treated the same as Slab on Grade.

Where a Core Slab replaces an upper floor it will be paid as per the applicable base rate reduced by the Capped Floor rate.

Where there is no framing work on a Core Slab or Slab on Grade the Core Slab/Slab on Grade area will be omitted from the square footage calculation.

A structure (all walls and roof) built directly over Core Slab on grade shall be paid as per exposed garage rate.

APPENDIX "B"

(1) Triple Garage

All Houses containing triple garages are to be paid as per the existing garage formula for under living and exposed;

(2) Detached Garage

Detached Garages shall be calculated as follows: The square footage of the garage at the exposed garage rate plus the roof pitch of the garage roof at the 2 storey rate (if applicable) plus any conventional framing and any columns (if applicable) plus any and all applicable extras; Where framing a conventional roof is required, the rates for conventional roof shall apply;

(3) Walkouts, Lookouts and Knee Walls

Walkouts, Lookouts and Knee Walls built on foundation walls due to grade shall be calculated as follows: The height of the wall multiplied by the length of the wall to determine the square footage; the total multiplied by \$2.25 per square foot of wall area with no deductions for openings such as windows and doors.

	May 1, 2019	May 1, 2020	May 1, 2021
Walkouts, Lookouts and Knee Walls	\$2.25	\$2.30	\$2.30

(4) Turrets

Turret is a five sided polygonal or circular roof construct where trusses are not supplied that projects vertically from the structure and finishes in a point and shall be calculated as follows:

- (A) Multi Sided Turret (no less than 5 sides): \$20.00 per linear foot measuring the perimeter of the turret at the top of wall using wall dimensions including any buried and exposed, excluding the overhang;
- (B) Rounded Turret: \$25.00 per linear foot measuring the perimeter of the of the turret at the top of wall using wall dimensions including any buried and exposed, excluding the overhang;
- (C) Four Sided Turret (Stand Alone): \$11.00 per linear foot measuring the perimeter of the turret at the top of wall using wall dimensions excluding the overhang.

Notes:

Where some trusses are supplied there will be a discount of \$2.00 per linear foot from the above rates.

Where ridge board connects to the apex of the structure it is not a turret as defined herein.

(5) Dormers

Dormers, regardless of their shape and with no attributable GFA, shall be calculated as follows: Measuring the width of the dormer from fascia to fascia plus the length of the dormer from the front of the fascia to where it ties into the main roof multiplied by linear foot.

	May 1, 2019	May 1, 2020	May 1, 2021
Dormers	\$18.00	\$18.00	\$18.00

Note: A dormer open to the ceiling and ready for drywall will be paid as Dormer plus Skylight.

(6) Cathedral Ceilings

Cathedral Ceilings shall be calculated as follows:

- (A) For the build out of the front portion of the wall to pay \$90.00 inclusive of all work (if applicable);

	May 1, 2019	May 1, 2020	May 1, 2021
Cathedral Ceilings (for the buildout of the front portion of the wall)	\$90	\$100	\$100

- (B) For the backing transition from the scissor trusses to the flat portion of the interior is to pay \$60.00 inclusive of all work.

(7) Bearing Basement Walls

Bearing Basement Walls shall be considered bearing if the wall sits completely on a footing and it shall pay per linear foot, the following rates:

	May 1, 2019	May 1, 2020	May 1, 2021
Bearing Basement Walls	\$9.60	\$9.60	\$9.60

(8) Conventional Roofs

Conventional Roofs where trusses are not supplied shall be calculated as follows, utilizing a bird's eye view (Where shared roof elements built over multiple units will be calculated as one roof and divided proportionately between the units):

- (A) Cottage Roofs will be calculated by measuring the width of the conventional portion of the roof after the supplied trusses plus the length of the ridge to where it ties back into the main roof multiplied by \$9.00 per linear foot;
- (B) A gable roof, where completely conventionally framed, will be calculated as follows (two separate calculations, conventional gable end calculation plus gable roof calculation):
 - I) by measuring the width of the gable end at the base multiplied by \$7.00 per linear foot,
 - II) plus the calculation of the width of the conventional portion of the roof plus the length of the ridge to where it ties back into the main roof multiplied by \$9.00 per linear foot;
- (C) Where the gable has truss components supplied, the conventional component will be paid by measuring the width of the gable at the base plus the length of the ridge after the last truss to where it ties back into the main roof multiplied by \$9.00 per linear foot;
- (D) Bay Shaped roof will be paid by measuring the width of the bay plus the length of the conventional roof portion, multiplied by \$9.00 per linear foot, this shall not apply to Bay and/or Bow windows;
- (E) If all trusses are supplied on the main roofs then any area requiring conventional framing of 24 square feet or less shall be considered a fill-in and included in the base rate, excluding dual pitch corners and all other agreed to roof extras;

(9) Sunken Floors and Sunken Laundry

All Sunken Floors/Sunken Laundry, on the main floor only, are to pay per square foot for the area of the sunken.

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot of the Sunken	\$1.50	\$1.55	\$1.55

Studs cutting doesn't apply to Sunken Floors/Sunken Laundry.

(10) Dual Pitch Corners

Dual Pitch Corners shall pay \$50.00 per corner inclusive of all work if the jacks are not being provided, should the jacks be provided this extra does not apply;

(11) Furring of Gables

Furring out of Gables is the work involved to frame the attached wall on the exterior of the gable end and is to pay \$1.00 per square foot;

(12) Bell Roofs

Bell Roofs shall be calculated as follows:

- (A) For a straight cut Bell Roof, added to the truss, shall pay \$2.50 per linear foot for the length of the fascia of the Bell Roof;
- (B) For a curved cut Bell Roof, added to the truss, shall pay \$5.00 per linear foot for the length of the fascia of the Bell Roof;
- (C) Where bell roof trusses are supplied complete with a bell roof and ready for fascia, this extra shall not apply;
- (D) Compensation will be \$1.25 for straight cut and \$2.50 for a curved cut Bell Roof, where straight or curved cut pieces are supplied and only installed on to trusses;

(13) Barrel Roof and Ceiling

Barrel Roof and Ceiling constructed over living area where trusses are not supplied shall be calculated by measuring the width of the arched barrel roof plus the length of the barrel roof multiplied by \$22.00 per linear foot, ready for drywall on the interior and ready for shingles on the exterior;

(14) Decorative Roof Details

Decorative Roof Details on the main roof portion, porch roof and/or exposed garage roof, shall include the following: ½ moon roof; eyebrow windows; decorative elliptical; and any rounded or oval details shall pay \$200.00 each inclusive of all of the work required to complete the detail;

(15) Mansard Roofs

Mansard Roofs must be attached to the exterior wall of a storey of the unit and not part of the main roof truss and the slope of the Mansard roof shall not be included in the roof slope calculation, and shall be calculated as follows:

- (A) Conventionally framed Mansard Roofs where no trusses are supplied shall pay \$2.25 per square foot of the exposed face of the Mansard area with no deductions for openings such as windows and doors, and all the work included to frame the front and back face;
- (B) Mansard Roofs where trusses are supplied shall pay \$1.75 per square foot of the exposed face of the Mansard area with no deductions for openings such as windows and doors, and all the work included to frame the front and back face;

(16) Sloping of a Flat Roof Area

Sloping of a Flat Roof area shall pay \$1.10 per square footage of the flat roof being sloped. (Should sloped material be supplied, this extra shall not apply.)

(17) Parapet Walls

(A) Parapet Walls framed on a flat roof

Parapet Wall framed on a flat roof shall pay \$2.25 per square foot of parapet wall area;

Note: Parapet wall must be over 12" high measured from the lowest point of the top of the flat roof, in order to be paid as per this extra. If the parapet wall is concealed with the raised top of flat roof it will be measured from the lower top of the flat roof.

(B) Parapet Walls created from exterior wall extensions

If the parapet wall is created by extending exterior wall beyond the top of the flat roof it will pay \$2.25 per square foot of the parapet wall area.

Note: Parapet wall must be over 12" high measured from the top plate to the top of exterior wall. This rate is inclusive of all work, no other extra shall apply save and except mechanical fasteners.

If the parapet wall is a double parapet wall it will pay a total of \$3.00 per square foot of parapet wall area for all work inclusive.

(18) Vaulted Ceilings

Vaulted ceilings shall be calculated as follows:

- (A) Where trusses are supplied, the area of the vaulted ceiling shall not be considered an extra;
- (B) Where the ceiling is conventionally framed it shall be calculated by measuring the width of the ceiling plus the depth of the ceiling multiplied by \$20.00 per linear foot;
- (C) Exterior wall at the end of a vaulted ceiling shall pay \$80.00 complete;

(19) **Raised Ceilings**

Raised ceilings, inclusive of all work. Shall pay the following:

	May 1, 2019	May 1, 2020	May 1, 2021
Raised Ceilings	\$75.00	\$75.00	\$75.00

Note: This extra shall not apply if the area in question is being paid under any of the conventional framing extras applicable to the roof.

(20) **Barrel Roof and Ceiling Over Non-Living Areas**

Barrel Roof and Ceiling constructed over non-living area where the trusses are not supplied shall be calculated as follows:

The entire exposed porch and/or balcony area covered by the roof, excluding overhang, multiplied by the applicable rate, plus, the width of the arched barrel roof and ceiling plus the length of the barrel roof and ceiling multiplied by \$9.00 per linear foot;

(21) **Chimneys**

Chimneys regardless of their size, and for all work inclusive, will be paid as follows:

(A) \$75.00 per floor;

(B) \$150.00 for chimney built above the main roof fascia;

(C) Fireplace, bump-out with or without a chimney, will be paid \$75.00 for all work inclusive.

(22) **Brick Boxes**

Brick Box is a build out to the exterior wall vertically located between the top of the window and underside of joists (directly above the window). Brick Box will pay \$3.00 per square foot of the length of the brick box for all work inclusive. Brick Box is built of material which is 3.5 inches or greater in size.

A build out to the exterior wall that does not satisfy the definition of the Brick Box will be compensated as per the Furring of Exterior Wall rate.

For example, if a build out to the exterior wall starts at the bottom of the window there will be two calculations:

a) The portion of the build out to the exterior wall above the window to the underside of the joists (directly above the window) will be paid as per the Brick Box rate.

b) The portion of the build out to the exterior wall below the top of the window to the brick below will be paid as per the Furring of Exterior Walls rate.

Note: In calculating the Furring of Exterior Walls area there shall be no deduction for openings.

(23) Boxed Out Windows

Boxed out windows, with no attributable GFA (gross floor area), will be paid at the rate of \$12.00/linear foot of the width of Boxed out area of Boxed out Window for all work included, plus all applicable extras.

Note: If the Boxed out Window area is included in the GFA this extra does not apply.

(24) Furring of Exterior Walls

Furring of exterior walls to be paid \$0.82/sq ft of the wall area being furred.

(25) Round Exterior Arches

Round Exterior Arches up to 16" in depth shall be calculated by measuring the width of the arch multiplied by \$9.00 per linear foot;

Note: This extra does not apply to door and window openings.

(26) Barrel Exterior Arches

Barrel Exterior Arches greater than 16" in depth shall be calculated by measuring the width of the arch plus the depth of the arch multiplied by \$9.00 per linear foot;

(27) Corners

Definition of Corners: Exterior wall corners defining perimeter of the house, sitting on top of the floor, which are part of GFA and that has a roof (excluding fireplaces, garages, chimneys, boxed out windows, decorative elements, one piece bay window, turrets) will be paid \$75.00 per Exterior wall corner starting from the 9th corner.

Exterior wall corners on the lower floor will be counted as corners only if they define perimeter of the house, sit on top of floor, are part of GFA and have a roof.

(28) Piggy Back Roof

Where a second set of manufactured trusses are mounted on top of the main roof trusses (a piggy back), compensation for all work involved is to be \$1.00/sq ft of the base of the piggy backs. If another set of piggy backs is required to be mounted on top of the first set it will be compensated \$1.00/sq ft of the base of the second set of piggy backs. No other extras shall apply except for roof pitch.

Note: If no trusses are supplied only the conventional rate will apply if the area is greater than 24 sq ft.

(29) Double Sheathing

Where double sheathing is required it shall pay \$0.40 sq ft on the floor, and \$0.30 sq ft on the walls.

(30) Coach Houses

Coach Houses, living area over a detached garage, will be paid as follows:

- (A) Garage area at the appropriate Garage Rate;
- (B) Living space including the stairs at the bungalow rate, plus any applicable extras;

(31) Round Walls

- (A) Interior round walls to be paid at \$13.00 per linear foot of a curved wall;
- (B) Exterior round walls to be paid at \$18.00 per linear foot of a curved wall;
- (C) Rounded exterior high wall will be paid at \$42.00 per linear foot.

(32) Double Studded Walls

Where a complete wall less than 14 feet high is Double Studded (studs nailed together), it will be paid \$3.50 per linear foot;

(33) Packing and Bolting of Steel Beams

The Packing and Bolting of Steel Beams on floors above the main floor will be paid as follows:

- (A) The Packing and Bolting of both sides of Steel Beams will pay \$5.00 per linear foot of the packed and bolted length;
- (B) The packing only of both sides of Steel Beams will pay \$2.00 per linear foot of the packed length;
- (C) The packing and bolting of one side of Steel Beam will pay \$4.00 per linear foot of the packed and bolted length;
- (D) The packing of one side of Steel Beam will pay \$1.00 per linear foot of the packed length;

Note: This extra does not apply to Sunken Floor/Sunken Laundry.

This extra will apply to the floor above Slab on Grade.

(34) Bolting of LVL and 2 x 8, 2x10s, 2x12s and trusses

(A) Bolting of LVL and 2x8's, 2 x 10s and 2 x 12s to pay \$3.00 per linear foot of the bolted length.

(B) Bolting of trusses

Bolting of the bottom cord of trusses only will pay \$3.00 per linear foot of the bolted length.

Bolting of the bottom cord and top cord and/or webbing of a truss will pay a total of \$ 5.00 per linear foot of the length of the bottom cord.

(35) Styrofoam

Rigid insulation affixed to the exterior walls that requires cap nails, braces and/or sheathed wall corners (when braces are not practical to install) and taping of seams while the wall is on the floor (and not the seams after the walls are lifted into place) will pay \$0.13 per square foot of the wall area. This rate includes the supply of cap nails, but not the tape.

(36) Service Stairs

Secondary set of stairs (service stairs), going from the main floor to the basement will be compensated \$80 per stairs (stair opening).

(37) Framing Negotiable "EXTRAS"

Rates for the following items shall be negotiable:

(A) Exterior Trim;

(B) House wrapping;

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

- 4.09 All work listed in Appendix "B" shall be considered extras to the above rates and shall be negotiated as follows:
- (1) At or before the beginning of framing the Employer shall provide the Union with the applicable drawings in whatever format is available together with a detailed price list for each model and elevation showing: the base rate calculations; itemized listing of applicable Appendix "A" and "B" extras.
 - (2) The Union shall have a maximum of twenty (20) business days to review the Employer's price list. Subsequent to the twenty day period, if the Union has not objected to the price list, then said price list shall be deemed to have been accepted.
 - (3) Each individual model types and elevations' price list which has been agreed to shall be signed by the Union and a copy forwarded to the Employer by hand, facsimile and/or electronic mail.
 - (4) Should the Union dispute any of the figures provided, within the twenty (20) day period, they will provide the Employer with notice of the model types and elevations in dispute together with a breakdown of the Union's items of concern. The Employer and the Union shall then meet and endeavour to reach an agreement.
 - (5) Should the Employer and the Union fail to reach an agreement as per the previous paragraph, then the Employer, the Union and the pieceworkers engaged in framing the model types and elevations in dispute shall engage in tripartite discussions with respect to the outstanding price lists and thereafter shall reduce their agreement to writing. It is agreed that prior to the tripartite meeting to discuss Appendix "B" neither the Employer nor the Union shall engage in discussions with the pieceworkers regarding the pricing issues in dispute.
 - (6) Only once the price list is approved by the Union as per this Article 4.09, a copy of the approved price list for the specific house or unit that the pieceworker is starting (together with the blue prints for that house) will be made available to the pieceworker.
 - (7) It is agreed that on any lot specific model type and/or elevation the Employer shall provide the price list to the pieceworker for the house or unit once the lot specific details become available.
 - (8) It is agreed that the term "lot specific" shall refer to those lots where revisions are made to the standard model type.
 - (9) It is agreed that on any additional lot specific extras on any specific model type and/or elevation the Employer shall provide the Union (when the lot specific details become available) with an updated price sheet. If the Union disputes the amount the Union shall meet with the Employer to endeavour to reach an agreement, failing which the parties

shall engage in a tripartite discussions with the pieceworkers engaged in framing the lot specific model.

- (10) Each individual model type and elevation price list which has been agreed to shall be signed by the Union and a copy forwarded to the Employer by hand, facsimile and/or electronic mail.
- (11) It is agreed that any omissions and errors in a price list that has been agreed to with respect to Appendix "A" and "B" items will be changed prospectively in those circumstances where the items were not on the drawings used to develop the original price list.
- (12) At all stages of this process it is incumbent that the Union and the Employer are to justify their respective pricing and how that pricing was established.
- (13) Once a price list has been agreed to pursuant to subparagraph (3) above, such rates shall be applicable to the project for its duration, subject only to the increases required by this collective agreement.
- (14) It is specifically agreed that the agreed to price lists shall be applicable to any subsequent Employer commencing work on the project, and shall not be subject to any renegotiation by such Employer, save and except in circumstances where error(s) in pricing are identified in which circumstances the Employer and the Union agree to meet to resolve the pricing issues resulting from the error(s).
- (15) For all projects covered by this Collective Agreement the Employer will provide the Union with the Builder's Notice of Construction Releases as they become available, and in any event within ten (10) days of receipt.

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

4.11 **WINDOWS:**

	May 1, 2019	May 1, 2020	May 1, 2021
Windows	\$21.99	\$22.43	\$23.40

Garage Overhead Door Frames (per frame)

	May 1, 2019	May 1, 2020	May 1, 2021
Garage Overhead Door Frames	\$26.15	\$26.66	\$27.82

Doors

	May 1, 2019	May 1, 2020	May 1, 2021
Doors	\$26.15	\$26.66	\$27.73

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

	May 1, 2019	May 1, 2020	May 1, 2021
Door Re-Levelling Rate	\$11.76	\$11.76	\$11.76

- (a) The Window Supplier shall deliver windows and doors onto the main floor of the detached houses, bungalows, town houses and back to back town houses.

Note: It is understood that the rate for the windows and doors installation does not include moving any windows and doors from the garages to the main floor of the detached houses, bungalows, town houses and back to back town houses.

For midrise buildings and stacked units, the Window Supplier shall deliver windows and doors to the floor where the windows and doors will be installed.

Note: It is understood that the rate for windows and doors installation does not include assisting the Window Supplier in delivering or receiving windows and doors to the floor on which they will be installed.

- (b) A \$2.00 premium per window/door shall be paid for the installation of windows/doors on walls of cement block, concrete walls or metal studs.
- (c) A \$1.50 premium per window/door shall be paid for the installation of windows/doors on walls with brick mold.
- (d) A full two storey window in whole within one opening shall be paid as if it is two separate windows.

- (e) An extra-wide window (10 feet or more) in whole within one opening shall be paid a premium of \$5.00 per window.
- (f) All site join windows and/or doors shall pay at the window or door rate, as applicable, for each window or door joined.
- (g) A \$1.50 premium per window/door shall be paid for the installation of Poly/Tyvek/Typar around a window or door. It is understood that such materials are to be supplied by the Employer.
- (h) Blue Skin shall be paid at a \$ 0.50 per linear foot premium per opening if they are required to seal blue skin around the window or door opening. It is understood that such materials are to be supplied by the Employer.
- (i) Open to below situations shall be paid at a \$5.00 premium per window where a window is installed with its lowest sill at nine (9') feet or higher from the floor.
- (j) A \$3.00 premium per window/door shall be paid for the application of spray foam around a window or door. It is understood that such materials are to be supplied by the Employer.
- (k) A \$2.00 premium per opening shall be paid for the installation of windows/doors with triple pane glass.
- (l) The Employer shall utilize their best efforts to communicate the approximate delivery times for the materials to the pieceworkers.

4.12 **ROUGHING-IN CARPENTRY WORK**

The base piecework rate for roughing-in or back framing will include the following:

- (a) Baffling;
- (b) All back-up for drywall related to roughing in work;
- (c) Blocking for drywall where there is a change in truss direction between trusses, where required;
- (d) All drop ceilings over rectangular bathtubs;
- (e) All kitchen valance boxing;
- (f) All door blocking required for forced entry doorways;
- (g) All work required to enclose mechanical, HVAC, and/or plumbing runs;
- (h) Furring out of walls and/or double walls for mechanical, HVAC and/or plumbing;
- (i) All additional walls and/or furring out of walls to accommodate mechanical, HVAC, and/or plumbing runs in the garage;
- (j) All work required to mirror existing boxing requirements for mechanical, HVAC, and/or plumbing runs for the aesthetic balancing of the room;
- (k) Any and all back-ups and or additional bracing requirements for the proper installation of handicapped equipment as indicated by the blueprints and/or directed by the contractor or a representative thereof;
- (l) All framing required for a complete set of stairs; including straight, winders, and split landing stairs; from the unfinished basement to the top floor living area, ready to accept drywall and railings if required;
- (m) All work required to complete a regular and/or glass shower including shower drops and incidental;
- (n) All stud straightening;
- (o) All drop ceilings required in laundry rooms;
- (p) Laundry curbs (where required);
- (q) Framing of medicine cabinet;

- (r) Installation of all poly, insulation and drywall behind roughing-in boxing, where required.

ROUGHING IN FOR: SINGLE TWO STOREY DETACHED HOUSES, TOWNHOUSE, SEMI-DETACHED HOUSES, BACK TO BACK TOWNHOUSES AND BACK TO BACK SEMI-DETACHED HOUSES

	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1200 Square Feet	\$0.88	\$0.90	\$0.93
1201 to 1600 Square Feet	\$0.86	\$0.88	\$0.91
1601 to 2400 Square Feet	\$0.76	\$0.78	\$0.81
2401 Square Feet And Over	\$0.67	\$0.69	\$0.71

Roughing In Premium In Addition To Base Rate For Third Floor And Above Area

	May 1, 2019	May 1, 2020	May 1, 2021
Third Floor Square Footage Only	\$0.40	\$0.40	\$0.40

Note: It is understood that Slab on Grade is not a storey.

ROUGHING IN BUNGALOWS

	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1600 Square Feet	\$0.63	\$0.64	\$0.66
More than 1601 Square Feet	\$0.54	\$0.55	\$0.57

Note: Base rate for roughing includes all necessary preparatory work.

- 4.13 Any work not listed in either Appendix "A" or Appendix "B" shall be considered to be included in the base rates. The Union and the RFCA may mutually agree to any additions to either Appendix "A" or Appendix "B" and those additions will come into effect on the yearly anniversary date (May 1) of the Collective Agreement only if agreed to 90 days prior to the expiration of the Collective Agreement.

APPENDIX "A"

- (1) **Garage drops** and all associated work to complete them shall pay as follows:

The under living area within a garage, excluding walls, shall be paid as per the chart below regardless of whether a drop or individual boxes are required multiplied by the entire square footage of the under living area. (This extra shall only apply where garage drops or boxes are required).

If the pieceworker is directed by the Employer to drop an area larger than the under living area as defined above, then the pieceworker will be paid for the entire area that is dropped.

	May 1, 2019	May 1, 2020	May 1, 2021
Garage Drops Per Square Foot	\$0.85	\$0.88	\$0.90

APPENDIX "B"

(1) Regular Tub

Regular Tub, regardless of size, including skirt, deck and steps shall pay \$75.00 complete for all work involved;

(2) Corner Tub

Corner Tub, regardless of size, including skirt, deck and steps shall pay \$90.00 complete for all work involved;

(3) Skirt on Tub Only

Skirt on Tub only shall pay \$40.00 complete for all work involved;

(4) Coffered Ceiling, Coffered Ceiling built into trusses

All Coffered Ceiling shall pay per linear foot of box built and if angled corners are built they will pay the same rate per linear foot in addition to the linear footage of the box;

	May 1, 2019	May 1, 2020	May 1, 2021
Coffered Ceilings	\$3.26	\$3.30	\$3.34

(A) Curved Coffered Ceiling shall pay a premium of \$1.25 per linear foot of the curved portion only, measured in a straight line from the beginning of the curve to the end of the curve. This rate shall also apply to curved corners that curve in and/or out.

(5) Tray Ceiling and Tray Ceiling built into trusses

Tray Ceiling shall pay per linear foot of box:

	May 1, 2019	May 1, 2020	May 1, 2021
Tray Ceilings	\$4.02	\$4.07	\$4.13

(6) Waffled Ceiling

Waffled Ceiling shall pay per linear foot for complete framing of all interior and exterior boxes:

	May 1, 2019	May 1, 2020	May 1, 2021
Waffle Ceilings	\$4.02	\$4.07	\$4.13

(7) Round/Oval Ceiling

Round and/or Oval Ceiling shall pay per linear foot of the perimeter of the room:

	May 1, 2019	May 1, 2020	May 1, 2021
Round/Oval Ceilings	\$9.00	\$9.00	\$9.25

(8) Skylights

- (A) Skylights with two sides flared shall be calculated by measuring the vertical height of the shaft at its highest point multiplied by \$40.00 per linear foot;
- (B) Skylights with all four sides flared shall be calculated by measuring the vertical height of the shaft at its highest point multiplied by \$55.00 per linear foot;

(9) Round Arches

Round Arches for walls up to one foot in depth shall be calculated by measuring the width of the arch multiplied by \$10.00 per linear foot;

(10) Barrel Arches

Barrel Arches for walls greater than one foot in depth shall be calculated by measuring the width of the arch plus the depth of the arch multiplied by \$10.00 per linear foot;

(11) Square or Round Niche

Square or Round Niche shall pay \$40.00 complete for all work involved;

(12) Curved Stairs

Curved Stairs, any curved wall against the outside of the stairs shall be paid at \$13.00 per linear foot of curved wall per flight (if that curved wall extends to the upper floor and is framed by the rough-in carpenter the applicable linear rate will also apply to the upper floor. This shall not apply if the curved wall is built by a framer);

(13) Service Stairs

Service Stairs, when required, shall pay \$80.00 complete for all work involved;

(14) Finished Basements

Finished Basements shall pay per square foot of finished area complete including drop ceilings:

Finished Basements	May 1, 2019	May 1, 2020	May 1, 2021
	\$3.00	\$3.10	\$3.15

(15) Perimeter Basement Strapping

Perimeter Basement Studding of exterior basement walls shall pay \$5.75 per linear foot of the perimeter wall;

(16) Cellar Door and Wall

Cellar door and wall, all framing required regardless of size shall pay \$50.00 complete for all work required;

(17) Bay Window

Bay Window including the complete framing of the floor, walls and roof components shall pay \$400.00 complete for all work involved;

(18) Bow Window

Bow Window including the complete framing of the floor, walls and roof components shall pay \$450.00 complete for all work involved;

(19) Double Bay Window

Double Bay Window including the complete framing of the floor, walls and roof components shall pay \$600.00 complete for all work involved;

(20) Double Bow Window

Double Bow Window including the complete framing of the floor, walls and roof components shall pay \$675.00 complete for all work involved;

(21) Juliet Balcony

Juliet Balconies in or out shall be paid by measuring the width of the base of the arch in a straight line and multiplied by \$9.00 per linear foot;

(22) Fireplaces

(A) Fireplaces, where the rough-in framing of the fireplace requires three walls or corner fireplaces where a full wall facing is framed shall pay \$100.00 complete for all work required. Framing of interior fireplace partitions that are required exclusively for the fireplaces shall be framed by the roughing-in pieceworker.

(B) Double sided Fireplace where roughing in framing of the fireplace requires three walls on each side of the fireplace shall pay \$125.00.

(C) Fireplaces, as described above, that are twelve feet six inches (12'6") and higher, shall pay an additional \$25.00 premium per side if applicable for all work required.

(23) Pocket Doors

Pocket doors shall pay \$50.00 complete for all roughing-in framing;

(24) Decorative Column

Decorative columns shall include the build out for the decorative column base and mirrored top and shall pay \$25.00 complete for all roughing-in framing;

(25) Stud Straightening

Stud straightening only an extra after rough-in carpenter has completed the house and has to return to the house;

(26) Basement Lateral Stability Wall

A basement lateral stability wall built on 12 inch centres against an outside concrete wall shall pay \$13.00 per linear foot inclusive of all work associated with framing of lateral stability wall (Tyvek, blocking, bolting to concrete, etc.);

Note: Clear distinction between studding of basement wall and this Basement Lateral Stability Wall extra.

(27) Round Floor

Where the stair case opening or floor opening has a complete radius it shall be paid \$9.00/l.f. for all work inclusive.

This extra cannot be combined with the applicable rate for the curved stairs.

4.14 Extras On Roughing In

(a) Design changes before drywall;

(b) Windows and doors;

(c) Stud straightening only an extra after rough-in carpenter has completed the house and has to return to the house;

(d) Strapping block walls;

(e) Two sets of stairs;

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

4.15 **FOOTINGS**

FOOTINGS FOR 2 STOREY DETACHED HOMES (MINIMUM RATES)

	May 1, 2019	May 1, 2020	May 1, 2021	Leveling *	Materials 1x10, 1x12, 2x6, & 2x8	Materials 2x10 & 2x12
Less than 1600 sq ft	\$273.11	\$279.83	\$289.25	\$80.00	\$40.00	\$70.00
1601 to 2400 sq ft	\$312.11	\$319.80	\$330.56	\$90.00	\$40.00	\$70.00
2401 to 3000 sq ft	\$327.71	\$335.78	\$347.09	\$105.00	\$40.00	\$70.00
3001to 4000 sq ft	\$378.46	\$387.78	\$400.84	\$105.00	\$40.00	\$70.00
4001 to 5000 sq ft	\$429.21	\$439.78	\$454.59	\$105.00	\$40.00	\$70.00
5001 to 6000 sq ft	\$479.96	\$491.78	\$508.34	\$105.00	\$40.00	\$70.00

Over 6000 square feet would be negotiated.

FOOTINGS FOR BUNGALOWS (MINIMUM RATES)

	May 1, 2019	May 1, 2019	May 1, 2020	Leveling *	Materials 1x10, 1x12, 2x6, and 2x8	Material s 2x10 and 2x12
Less than 1600 sq ft	\$312.11	\$319.80	330.56	\$90.00	\$40.00	\$70.00
1601 to 2400 sq ft	\$358.92	\$367.76	380.14	\$110.00	\$40.00	\$70.00
2401 to 3000 sq ft	\$390.15	\$399.76	413.21	\$130.00	\$40.00	\$70.00
3001to 4000 sq ft	\$440.90	\$451.76	466.96	\$130.00	\$40.00	\$70.00
4001 to 5000 sq ft	\$491.65	\$503.76	520.71	\$130.00	\$40.00	\$70.00
5001 to 6000 sq ft	\$542.40	\$555.76	574.46	\$130.00	\$40.00	\$70.00

Over 6000 square feet would be negotiated.

FOOTINGS FOR TOWNHOUSES/ SEMI-DETACHED

	May 1, 2019	May 1, 2020	May 1, 2021	Leveling *	Materials 1x10, 1x12, 2x6, and 2x8	Materials 2x10 and 2x12
Less than 1200 sq ft	\$218.48	\$223.86	231.39	\$50.00	\$30.00	\$50.00
1201 to 1600 sq ft	\$234.09	\$239.86	247.93	\$50.00	\$30.00	\$50.00
1601 to 2000 sq ft	\$241.87	\$247.83	256.17	\$50.00	\$30.00	\$50.00

Over 2000 square feet would be negotiated.

***Note:** The leveling rate indicated above is only applicable to those footings that are leveled via transit and/or laser leveling devices at the request of the Employer and/or representative thereof.

Note:

- (a) Footings up to and including six (6) steps are not an extra.
- (b) Footings for Two Storey and Bungalows that require more than six (6) steps shall be an additional \$50.00.
- (c) Footings for Two Storey and Bungalows that require more than ten (10) steps shall be an additional \$50.00 inclusive of all steps required.
- (d) Footings for Townhouse and Semi-detached houses that require more than four (4) steps shall pay an additional \$35.00 per unit inclusive of all steps required.

4.16

- (a) In housing construction projects covered by this Agreement, where the inside partition walls are constructed by means of metal studs, the rates will be negotiated.
- (b) When the employer requires the pieceworker to do work that the employer acknowledges requires a change order then the terms and conditions of that change order will be agreed to prior to the work being done.
- (c) The parties agree that housing construction in this Agreement includes the onsite installation of panelized or prefabricated floors, walls or roof components and the operation of any equipment involved in the installation and/or cleanup of panelized or prefabricated floors, walls and roof components that Schedule "D" of this agreement shall apply.

4.17 In any housing project covered by this Agreement where the rates set out in Articles 4.04 and 4.12 above do not apply, the piecework rate for the project shall be negotiate with the Union prior to any work commencing, and in the absence of the agreement of the Union, the work shall not be undertaken on a piecework basis, but only on an hourly basis.

4.18 In addition to the rates paid under Article 4 herein the Employer agrees to pay a further twenty percent (20%) effective May 1, 2019 to April 30, 2022 on the gross amount paid pursuant to the said rates for Union Working Dues as outlined in Article 2.05 and the Benefit Program as outlined in Article 18 of the Master Portion.

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

ARTICLE 5 – PAYMENT OF WAGES

5.01 When house framing or rough-in assigned to a pieceworker is completed the pieceworker will issue a standard Union Piecework Carpentry Sector Invoice ("the invoice") to the Employer. The Employer will inspect the work assigned within five (5) working days of receipt of the invoice and issue the pieceworker either a completion slip or a deficiency list. If the pieceworker is issued a deficiency list, the pieceworker will complete all deficiencies listed within two (2) days provided that the pieceworker still works on the same jobsite where he has to complete deficiencies. If the pieceworker has relocated to another jobsite he will have three (3) days to complete deficiencies. The invoice for all completed work, will include the names and Social Insurance Number or Union Membership Number of all workers engaged by the pieceworker. The Employer must make payment by cash or cheque to the pieceworker not later than fifteen (15) days from the issuance of the invoice. In the event the pieceworker fails to provide the invoice to the Employer outlining the names and Social Insurance Numbers or Union Membership Numbers of the workers engaged in the piecework operation, the Employer may withhold

all further payments until the process outlined above has been complied with. The pieceworker will build the structure in accordance with the specifications indicated by either the blueprints or as indicated in writing by the Employer or a representative thereof.

- 5.02 Once the house has been inspected, the pieceworker will not be required to re-enter the house to repair any damages caused by vandalism or other damage that he is not responsible for, the pieceworker will only be required to re-enter the house to correct any errors, omissions or faults in workmanship before the structural frame of the house is covered with any materials.

ARTICLE 6 – PAYMENT

- 6.01 In the event that the Employer fails to pay to a person performing work under this Collective Agreement, including a dependent and independent pieceworker, the full piecework or other rates and/or fails to make payments and contributions required under this Collective Agreement on behalf of the persons, the Employer shall pay to the Union a sum equivalent to the amount of payments in default, including piecework or other rates and other contributions, and in addition, the Employer shall pay to the Union all reasonable collection costs including legal fees, accountants' fees, arbitrators' fees and all other expenses associated with the cost of collecting the amounts owing.
- 6.02 When an Employer makes payments required by the Collective Agreement to each of the pieceworkers, he shall require the independent pieceworker to submit the standard form invoice provided by Local 183 setting forth the following information:
- (a) A full description of the location of the houses worked on by such pieceworkers;
 - (b) The total square footage of the houses;
 - (c) The basis for the calculation of the payments to such pieceworkers based on the piecework rates required by the Collective Agreement and on the square footage of the houses worked at;
 - (d) The total amount of extras required by the Collective Agreement to be paid to such pieceworkers;
 - (e) The basis for the calculation of the contributions required by the Collective Agreement to be paid for such pieceworkers;
 - (f) The basis for the calculation of the G.S.T. paid by the Employer.
- 6.03 The Employer shall send a copy of the standard form invoice required by Article 6.02 of this Schedule to the Union together with the Employer Contribution Report by the fifteenth (15th) day of the month following the month in which the payments have been made.

ARTICLE 7 – FORKLIFTS

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

SCHEDULE "C" – STACKED UNITS

ARTICLE 1 – DEFINITION

- 1.01 A single building, multi-family, multi-unit structure of not more than four (4) storeys in height (basement plus four (4) stories), with one unit stacked above another, without common areas, without internal common corridors and without common elevator shafts, and where each unit has direct access from outside, are defined as "Stacked Units".
- 1.02 The parties agree that the terms of this Schedule apply only to Stacked Units, and that its terms shall not be applied to any other units or structures currently covered by the Collective Agreement, including but not limited to, detached or semi-detached houses, townhomes, bungalows or bungalows with loft.
- 1.03 The Parties expressly agree that the terms and rates herein are applicable only to Stacked Units and that the rates, terms, and conditions herein shall not be referred to or relied upon in any future collective bargaining or in any interest arbitration provision to settle any term of the Collective Agreement, save and except with respect to any modifications to this Schedule.
- 1.04 Except as modified herein, all other terms and conditions of the Collective Agreement, including all terms of Schedules "A" and "B", shall apply with respect to Stacked Units.

ARTICLE 2 – PIECEWORKER RATES (FRAMING)

- 2.01 The piecework rate for framing in Stacked Units shall be as follows, regardless of the size of the units.

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$6.57	\$6.72	\$6.95

Note: No third floor premium.

- 2.02 Roof Pitch 5/12 and over (bird's eye view) for Stacked Units shall be paid at the Roof Pitch for Bungalows Rate set out in Schedule "B", 4.08 APPENDIX "A"(1) applied only to the square footage of the ceiling of the floor directly below the roof.
- 2.03 Balconies built on a Stacked Unit shall be paid at the Porch Rate set out in Schedule "B", 4.08 APPENDIX "A"(3) unless the pieceworker is required to build a roof on the balcony, in which case the Balcony Rate set out in Schedule "B", 4.08 APPENDIX "A"(4) , shall apply.
- 2.04 All extras shall be paid as set out in Schedule "B", Article 4.08.
- 2.05 The installation of hardware and fasteners on Stacked Units may be considered an extra. Where a Stacked Unit requires the installation of such hardware or fasteners, the Union and the RFCA will meet to agree upon the appropriate piecework rate.

It is understood and agreed that items such as joist hangers are not an extra and shall be considered a part of the scope of work.

When the entire dwelling is on Slab on Grade or Core Slab it will pay additional \$0.80/sq ft (total of \$4.00/sq ft) for the area of the dwelling unit.

ARTICLE 3 – PIECEWORKER RATES (ROUGHING IN)

- 3.01 The rate for roughing-in in Stacked Units shall be, regardless of the size of the units, paid as follows:

	May 1, 2019	May 1, 2020	May 1, 2021
Any Square Footage	\$1.02	\$1.04	\$1.08

Note: No third floor premium.

- 3.02 All extras shall be paid as set out in Schedule "B", Article 4.13 or Article 4.14.
- 3.03 Where a Stacked Unit contains little or minimal amounts of rough-in work, the Union and the RFCA agree to meet to review the work and to agree upon the appropriate piecework rate.

ARTICLE 4 – PIECEWORKER RATES (FOOTINGS)

- 4.01 The piecework rate for footings in Stacked Units shall be as follows:

	May 1, 2019	May 1, 2020	May 1, 2021	Leveling*	Materials 1x10, 1x12, 2x6, and 2x8	Materials 2x10 and 2x12
Per Linear Foot	\$1.89	\$1.93	\$2.00	\$0.34	\$0.17	\$0.28

It is agreed that pads for posts or columns are included in footings rate.

***Note:** Where, at the request of the Employer and/or a representative of the Employer, the footings are levelled via transit and/or laser levelling, the piecework rate for footings shall be increased an additional \$0.34 per linear foot.

SCHEDULE "D" – ONSITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS

The parties agree that the onsite installations of panelized or pre-fabricated floor, wall and roof components are covered by this collective agreement.

1. (a) The parties agree that in addition to the geographic areas referred to in Article 1.01 of the Collective Agreement, the Collective Agreement applies to the on-site installation of panelized or prefabricated floor, wall and roof components and the operation of any equipment involved in the installation and/or clean-up of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 8, 9, 10, 11, 18, that portion of Board Area 12 which is west of the Trent Severn Waterway, and 26. Board Area 26 will also be covered, but only when the onsite installation of panelized or pre-fabricated floor, wall and roof components is being compensated on a piecework basis.
- (b) A panelized or prefabricated floor, wall or roof component shall be defined as including the on-site installation of the following:
 - (i) Air Barrier wrap at perimeter headers/rim joists, where applicable;
 - (ii) All staircase landings(when panelized);
 - (iii) Sunken floor areas (when panelized);
 - (iv) Conventional framing fill-in for garage door openings to accommodate grade conditions
2. The Employer shall supply a crane, boom truck, or rotating telescopic boom for the installation of floor panels, roof panels, and exterior walls in excess of ten (10) feet long with sheathing. It is understood that in no circumstances will a pieceworker or Employer be directed to manually lift any floor panel, or any roof panel, or an exterior wall in excess of 10 feet with sheathing.
3. The parties agree that Schedule "B" is hereby incorporated into Schedule "D" but shall be modified to reflect that in this Schedule those provisions shall apply only to the on-site installation of panels and shall be modified further as follows and as set out in the attached "Schedule for Panel Rates".
 - (a) Schedule "B", Article 4.04, shall be modified as applicable to provide that the square footage pieceworker rates for panels, excluding all work in connection with the roof as set out in the subparagraphs below, shall be fifty percent (50%) of the stick frame rates currently set out in Schedule "B" (without glue; minus \$0.11) of this Agreement where stick frame has been replaced by the panels (i.e. above the first floor sill plate and below the top plate of the top floor and excluding, *inter alia*, walk outs, knee walls and bearing walls in the basement and other items

listed in Schedule "B" of this Agreement as being in addition to the base rate, which shall be compensated for as set out in Schedule "B"). See attached schedule for the breakdown of panel rates.

- (b) For all two-storey Houses, Townhouses, and Semi-Detached Houses, thirty-three percent (33%) of the square footage rates for "Houses, Townhouses, and Semi-Detached Houses" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining sixty seven percent (67%) of the rates set out in Article 4.04 of the Agreement.
- (c) For all three-storey Houses, Townhouses, Semi-Detached Houses, and Stacked Units thirty percent (30%) of the square footage rates for "Houses, Townhouses, Semi-Detached Houses and Stacked Units" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining seventy percent (70%) of the rates set out in Article 4.04 of the Agreement.
- (d) For all bungalows, forty-five percent (45%) of the square footage rates for "Bungalows" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining fifty-five percent (55%) of the square footage rates set out in Article 4.04 of the Agreement.
- (e) For Garages and Exposed Attached Garages, forty-nine percent (49%) of the square footage rates for "Garages and Exposed Attached Garages" shall be attributed to the roof. The square footage pieceworker rates for panels in respect of garages and exposed attached garages, excluding all work in connection with the roof, shall be forty-five percent (45%) of the stick frame rates currently set out in Schedule "B" of the Agreement where stick frame has been replaced by the panels as set out above. This deduction from the square footage rates shall therefore be applicable to the fifty-one percent (51%) of the applicable square footage rates set out in Schedule "B" Article 4.08 APPENDIX "A"(6) of the Agreement.
- (f) For the purpose of clarity, all other rates, extras and negotiable extras shall remain as in the Agreement including but not limited to triple garages and detached garages. The following additional Extras shall also apply:
 - (i) A double sill plate at the foundation level and all necessary work to receive the first floor shall be paid per unit as follows:

Double Sill Plate At The Foundation Level	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1600 sq ft	\$50.00	\$52.50	\$57.50
1600 to 2400 sq ft	\$65.00	\$70.00	\$75.00
Over 2400 sq ft	\$90.00	\$95.00	\$100.00

- (ii) Additional top plate on any wall when not built into the panel shall be paid per unit as follows:

Additional Top Plate On Any Wall	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1600 sq ft	\$80.00	\$85.00	\$93.00
1600 to 2400 sq ft	\$105.00	\$110.00	\$120.00
Over 2400 sq ft	\$150.00	\$155.00	\$175.00

- (g) Strapping: The parties agree that the strapping of block walls in panelized framing shall be paid as per Appendix B of this Schedule.
- (h) Slab on Grade: In panelized framing where there is a component of the structure where the floors are concrete, otherwise referred to as "Slab on Grade" it shall be a standalone extra and the rate shall be paid as per Appendix B of this Schedule. For clarity, it is understood that the slab on grade is calculated separately from the remainder of the house and that the one rate for all house types shall apply as outlined in Appendix 'B' of this schedule.
- (i) In order to maximize the efficiencies of the panelization process, the Employer may separate the roof portion and assign it to a different crew to be paid in accordance with the rates and breakdowns set out above and in the attached Schedule "A" charts. It is understood that a house will be built entirely by piecework crews or hourly direct employees but not a combination thereof. This agreement to permit the Employer to separate the roof and assign it to a separate crew is strictly limited to panelized housing and may not be referred to or applied to conventional framing.
- (j) A completely panelized flat roof shall be paid a rate of \$1.10 per square foot. A panelized roof which is ~~unsloped and~~ unsheathed shall pay \$1.50, per square foot, plus sloping and sheathing as applicable. It is further understood that the square footage area shall be calculated based on the square footage area directly covered by the panelized flat roof being installed and not the entire square footage of the dwelling unit. For example, if a dwelling was 2000 square feet, and the panelized flat roof area was 1200 square feet, then the panelized roof area shall be calculated on 1200 square feet.

4. Other than the items listed in Appendix B in this Schedule, pieceworkers will not receive remuneration for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels. Such items include but are not limited to front gable wall, 9 foot ceilings, gluing, etc.
5. The rate for the leveling of footings shall be as outlined below:

The leveling rate indicated is only applicable to those footings that are leveled via transit and/or laser leveling devices at the request of the Employer and/or representative thereof:

		May 1, 2019	May 1, 2020	May 1, 2021
Townhouse Block		\$51.00/unit	\$52.00/unit	\$54.00/unit

Pair of Semi-Detached		\$51.00/unit	\$52.00/unit	\$54.00/unit
-----------------------	--	--------------	--------------	--------------

Single Detached	< 1600 sq ft	\$81.00/unit	\$83.00/unit	\$86.00/unit
	1600 to 2400 sq ft	\$92.00/unit	\$94.00/unit	\$97.00/unit
	2400 to 3000 sq ft	\$112.00/unit	\$114.00/unit	\$118.00/unit
	> 3000 sq ft	Negotiable	Negotiable	Negotiable

Bungalow	< 1600 sq ft	\$91.00/unit	\$94.00/unit	\$97.00/unit
	1600 to 2400 sq ft	\$112.00/unit	\$114.00/unit	\$119.00/unit
	2400 to 3000 sq ft	\$132.00/unit	\$135.00/unit	\$140.00/unit
	> 3000 sq ft	Negotiable	Negotiable	Negotiable

However, the breakdown and rates for the installation of footings will continue to be as set out in Schedule "B", Article 4.15 and Schedule "C", Article 4 of the Agreement.

6. The parties agree that the following rate will apply to panel gaps and repairs within a panelized house with prior approval of the foreman:

	May 1, 2019	May 1, 2020	May 1, 2021
Gap and Repair Hourly Rate	\$50.00	\$51.00	\$52.00

The Employer agrees to pay a further twenty percent (20%) on the above-noted hourly rate for Union Working Dues as outlined in Article 2.05 and the Benefit Program as outlined in Article 18 in the Master Portion and Schedule B, Article 4.18, such amounts shall be listed on the Piecework Invoice.

7. The Employer may contract or sub-contract the onsite installation of panelized or prefabricated floor, wall and roof components to Employers who are bound to and apply Schedule "D" of the TRCLB Agreement or Schedule "D" of the RFCA Agreement.
8. The Employer agrees to invite tenders for the supply of panelized floor and/or wall and/or roof components from at least two manufacturers, if available, who are bound to a collective agreement with the Union.
9. In the event that during the term of this Collective Agreement, an Employer panelizes and/or prefabricates a component of housing construction which is not already covered by a panel piecework rate set out in Schedule "D" of this Agreement, the Employer and the Union agree to meet within 15 days of either party giving notice to the other and commence negotiations. The purpose of these negotiations shall be to establish a piecework rate for the installation of the new panelized and/or prefabricated component. Failing agreement of the parties with respect to the establishment of this piecework rate applicable thereto, either party may refer the piecework rate issue to arbitration for final and binding determination before one of Arbitrators Trachuk, Steinberg or Surdykowski.
10. The Parties agree that any hybrids, being a house where panels are used to replace either walls or floors, but not both, shall be compensated pursuant to the Hybrid Panel Schedule to be negotiated between the Union and the RFCA. If such schedule has not yet been negotiated, the hybrids shall be paid pursuant to the stick framing rates set out in Schedule "B" of the RFCA Agreement with no discount for the use of panels.

CLARITY: If a floor is concrete or non-stick built and the walls are panelized the rate may be referred to arbitration pursuant to Article 8 of Schedule F of this Collective Agreement.

11. It is agreed that prior to any amendments or additions being made to the language and/or rates applicable to panels in the TRCLB Agreement (which would then flow through to the RFCA Collective Agreement) the RFCA must agree with the amendments or additions. In the event that the RFCA and Local 183 cannot reach agreement on any such proposed amendments or additions, the proposed amendments or additions shall be referred to arbitration. Only where the RFCA has consented or the arbitrator has determined the proposed amendments or additions to be appropriate may Local 183 negotiate such amendments or additions to the TRCLB Agreement with the TRCLB. Any such amendments or additions made to the TRCLB Agreement shall automatically be incorporated into the RFCA Collective Agreement effective forthwith.

APPENDIX "A" – PRE-FABRICATED PANEL SCHEDULE

1. As set out in paragraph 3 of Schedule "D", the piece work rates for the on-site installation of panels is as follows:

(a) **For All Bungalows:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	45%	55%	50%	
May 1, 2019	\$5.66	\$2.55	\$3.11	\$1.56	\$4.10
May 1, 2020	\$5.80	\$2.61	\$3.19	\$1.60	\$4.21
May 1, 2021	\$6.00	\$2.70	\$3.30	\$1.65	\$4.35

(b) **For Two-Storey:**

(i) **Single detached houses less than 1600 sq ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2019	\$5.44	\$1.80	\$3.64	\$1.82	\$3.62
May 1, 2020	\$5.57	\$1.84	\$3.73	\$1.87	\$3.70
May 1, 2021	\$5.76	\$1.90	\$3.86	\$1.93	\$3.83

(ii) **Single detached houses 1600 sq ft and over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2019	\$5.20	\$1.72	\$3.48	\$1.74	\$3.46
May 1, 2020	\$5.32	\$1.76	\$3.56	\$1.78	\$3.54
May 1, 2021	\$5.50	\$1.82	\$3.69	\$1.84	\$3.66

(iii) **Townhouses And Semi-Detached Houses:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2019	\$5.44	\$1.80	\$3.64	\$1.82	\$3.62
May 1, 2020	\$5.57	\$1.84	\$3.73	\$1.87	\$3.70
May 1, 2021	\$5.76	\$1.90	\$3.86	\$1.93	\$3.83

(c) **For Three Storey:**

(i) **Single Detached Houses Less Than 1600 Sq Ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$5.44	\$1.63	\$3.81	\$1.90	\$3.54
May 1, 2020	\$5.57	\$1.67	\$3.90	\$1.95	\$3.62
May 1, 2021	\$5.76	\$1.73	\$4.03	\$2.02	\$3.74

(ii) **Single Detached Houses 1600 Sq Ft And Over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$5.20	\$1.56	\$3.64	\$1.82	\$3.38
May 1, 2020	\$5.32	\$1.60	\$3.72	\$1.86	\$3.46
May 1, 2021	\$5.50	\$1.65	\$3.85	\$1.93	\$3.58

(iii) **Townhouses And Semi-Detached Houses:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$5.44	\$1.63	\$3.81	\$1.90	\$3.54
May 1, 2020	\$5.57	\$1.67	\$3.90	\$1.95	\$3.62
May 1, 2021	\$5.76	\$1.73	\$4.03	\$2.02	\$3.74

Notes:

Third floor premium is \$0.25/sq ft.

Slab on Grade is standalone extra and will not count as a floor.

Terrace Floor Area (Roof top enclosed area) shall not count as a floor but will be compensated as per the base rate.

Definition: Townhouses and Semi-detached houses must be attached by a living area. Garage area is not a living area.

(d) **For Back To Back Townhouses, Back To Back Semi-Detached Houses And Stacked Units:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$6.46	\$1.94	\$4.52	\$2.26	\$4.20
May 1, 2020	\$6.61	\$1.98	\$4.63	\$2.31	\$4.30
May 1, 2021	\$6.84	\$2.05	\$4.79	\$2.39	\$4.45

***REFERENCE TO RFCA STICK RATE WITHOUT GLUE (RATE MINUS \$0.11)**

No third floor premium.

(e) **For Garages And Exposed Attached Garages:**

	Stick Rate	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	49%	51%	45%	
May 1, 2019	\$5.00	\$2.45	\$2.55	\$1.15	\$3.60
May 1, 2020	\$5.10	\$2.50	\$2.60	\$1.17	\$3.67
May 1, 2021	\$5.15	\$2.52	\$2.63	\$1.18	\$3.71

(f) **For Under Living Area:**

	Panel Rate	Comment
May 1, 2019	\$1.15	Same as "Panel Rates Applicable to Balance" (45%) in (e) above.
May 1, 2020	\$1.17	
May 1, 2021	\$1.18	

APPENDIX "B" –PANEL EXTRAS

Panel Extras

#	Description	May 1 st , 2019	May 1 st , 2020	May 1 st , 2021	Comments
1.	High Wall (14 ft +)	\$5.00/linear foot	\$6.00/linear foot	\$7.00/linear foot	
2.	Brick Box (supplied sheathed)	\$1.50/sq ft	\$1.50/sq ft	\$1.50/sq ft	50 % of stick = 50% of \$3.00
3.	Brick Box (supplied not sheathed)	\$1.60/sq ft	\$1.60/sq ft	\$1.60/sq ft	50% of stick + \$0.10
4.	Corners (no charge for first 8) one rate for all house types	\$49.88/per corner	\$49.88/per corner	\$49.88/per corner	Formula for 2 storey applies 33% of \$75 = \$24.75 (roof) \$75 – \$24.75 = \$50.25 \$50.25 x 50% = \$25.125 \$25.125 + \$24.75 = \$49.875
5.	Flat Porches (Supplied) one rate for all house types	\$2.45/sq ft of porch area	2.48/sq ft of porch area	2.55/sq ft of porch area	Formula for 2 storey applies (no roof): \$7.30 x 33% = \$2.409 (roof) \$7.30 - \$2.409 = \$4.891 50% of \$4.891 = \$2.45
7.	High Ceilings 12' and 13' (per sq ft of area to which it applies)	12' \$0.35	12' \$0.35	12' \$0.35	
		13' \$0.43	13' \$0.43	13' \$0.43	
8.	Flat roof fully panelized	\$1.10	\$1.10	\$1.10	

#	Description	May 1 st , 2019	May 1 st , 2020	May 1 st , 2021	Comments
9.	Flat Roof unsloped and/or unsheathed	\$1.50	\$1.50	\$1.50	Sloping and sheathing to be paid as applicable
10.	Sloping of Flat Roof (per sq ft)	\$1.10	\$1.10	\$1.10	100% of Stick App B (16)
11.	Sheathing of Flat Roof (per sq ft)	\$0.40	\$0.40	\$0.40	100% of Stick App B (29)
12.	Walkouts/Lookouts (supplied)	\$1.13/sq ft	\$1.15/sq ft	\$1.15/sq ft	50% of stick 50% of \$2.25/sq ft
13.	Sunken Floor (when not supplied as panels but stick framed) one rate for all house types for the sq ft of the sunken floor area	\$3.70	\$3.75	\$3.75	\$2.20 + premium (\$1.50 / \$1.55)
14.	Sunken Floor (supplied) one rate for all house types for the sq ft of the sunken floor area	\$1.00	\$1.02	\$1.02	Formula for 2 storey applies to premium calculation: Sunken floor stick premium: \$1.50/sq ft (increase \$1.55 in 2020) 33% of \$1.50 = \$0.495 (roof) \$1.50 - \$0.495 = \$1.005 50% of \$1.005 = \$0.5025 \$0.5025 + \$0.495 = \$0.9975 or \$1.00 (for clarity this in addition to the applicable panel base rate)
15.	Basement bearing walls (panel)	\$4.80/linear foot	\$4.80/linear foot	\$4.80/linear foot	50% of Stick rate 50% of \$9.60/linear foot = \$4.80/linear foot

#	Description	May 1 st , 2019	May 1 st , 2020	May 1 st , 2021	Comments
16.	Parapet Walls	\$1.13/sq ft + \$0.30/sq ft for sheathing (when applicable)	\$1.13/sq ft + \$0.30/sq ft for sheathing (when applicable)	\$1.13/sq ft + \$0.30/sq ft for sheathing (when applicable)	50% of Stick rate 50% of \$2.25/sq ft = \$1.13/sq ft
17.	Chimney	\$37.50 per floor and \$75.00 for portion above fascia	\$37.50 per floor and \$75.00 for portion above fascia	\$37.50 per floor and \$75.00 for portion above fascia	50% of Stick rate 50% of \$75 = \$37.50 50% of \$150 = \$75.00
18.	Lofts	<p>Bungalow: \$1.81/sq ft of loft area</p> <p>Two Storey: \$1.66/sq ft of loft area</p> <p>Three Storey: \$1.63/sq ft of loft area</p>	<p>Bungalow: \$1.89/sq ft of loft area</p> <p>Two Storey: \$1.73/sq ft of loft area</p> <p>Three Storey: \$1.69/sq ft of loft area</p>	<p>Bungalow: \$1.96/sq ft of loft area</p> <p>Two Storey: \$1.80/sq ft of loft area</p> <p>Three Storey: \$1.76/sq ft of loft area</p>	<p>Stick = \$2.50/square foot of loft area (2019) / \$2.60 (2020) / \$2.70 (2021)</p> <p>Bungalow: 45% of \$2.50 = \$1.125 (roof) \$2.50 - \$1.125 = \$1.375 50% of \$1.375 = \$0.6875 \$1.125+\$0.6875 = \$1.81/sq ft</p> <p>Two Storey: 33% of \$2.50 = \$0.825 (roof) \$2.50 - \$0.825 = \$1.675 50% of \$1.675 = \$0.8375 \$0.825+\$0.8375 = \$1.66/sq ft</p> <p>Three Storey: 30% of \$2.50 = \$0.75 (roof) \$2.50 - \$0.75 = \$1.75 50% of \$1.75 = \$0.875 \$0.75+\$0.875 = \$1.63/sq ft</p>
19.	Third Floor Premium	\$0.25/sq ft of third floor area	\$0.25/sq ft of third floor area	\$0.25/sq ft of third floor area	Stick is \$0.50/sq ft 50% of \$0.50 = \$0.25/sq ft

#	Description	May 1 st , 2019	May 1 st , 2020	May 1 st , 2021	Comments
20.	Slab on Grade (panels) – one rate for all house types	\$2.04/sq ft of slab on grade area	\$2.07/sq ft of slab on grade area	\$2.11/sq ft of slab on grade area	Two storey less than 1600 stick rate is \$5.44 Floor and Walls = \$1.82 60% for Walls = \$1.09 Premium = \$0.95 Walls (\$1.09) + Premium (\$0.95) = \$2.04
21.	Coach House	Garage + Bungalow + all applicable extras			As per formula: Garage + Bungalow + all applicable extras
22.	Strapping	\$3.55 /linear foot	\$3.65 /linear foot	\$3.75 /linear foot	
23.	Repair and Gap Hourly Rate	\$50.00	\$51.00	\$52.00	There will be a 20% in lieu of benefits payments on the rate. For clarity the total rate shall be: 2019: \$60.00 2020: \$61.20 2021: \$62.40
24	Landings (if not panelized)	\$2.20/sq ft of landing area	\$2.20/sq ft of landing area	\$2.20/sq ft of landing area	

SCHEDULE "E" – LIGHT WOOD FRAMED APARTMENT BUILDINGS SCHEDULE

ARTICLE 1– DEFINITION

- 1.01 A Light Wood Framed Apartment Building is a multi-family, multi-unit structure with common areas, internal common corridors, where some or all of the building superstructure is light wood framed. However, it is understood that this shall exclude "Stacked Units" as set out in Schedule C.
- 1.02 The parties agree that the terms of this Schedule apply only to Light Wood Framed Apartment Buildings, and that its terms shall not be applied to any other units or structures currently covered by the Collective Agreement, including but not limited to, single and semi-detached houses, row houses, stacked units, back-to-back units, or all townhouse types.
- 1.03 The parties expressly agree that the terms and rates herein are applicable only to Light Wood Framed Apartment Buildings and that the rates, terms, and conditions herein shall not be referred to or relied upon in any future collective bargaining or in any interest arbitration provision to settle any term of the Collective Agreement, save and except with respect to any modifications to this Schedule.
- 1.04 Except as modified herein, all other terms and conditions of the Collective Agreement, including all terms of Schedules "A" and "B", shall apply with respect to Light Wood Framed Apartment Buildings.

ARTICLE 2 – CRANES AND LIFTING DEVICES

- 2.01 The Employer will deliver all materials necessary to perform the work to the floor and work area in which it is to be installed. For all Light Wood Framed Apartment Buildings cranes and/or appropriate lifting device will be provided by the Employer at no cost to the Pieceworker.

ARTICLE 3– ASSIGNMENT OF WORK AND PAYMENTS

- 3.01 It is understood that Light Wood Framed Apartment Buildings will be built entirely by piecework crews, or hourly direct employees, but not a combination thereof.
- 3.02 For Light Wood Framed Apartment Buildings only, it is understood that the Employer may assign multiple piecework crews to work on the same building. It is understood that the Employer may divide the work between roof, floors, and walls.

It is further understood that Employer may assign multiple crews to work on the same roof, same floor or same walls. However, where the work is so divided the total amount paid to the piecework crews shall be no less than required by Article 4 and shall be divided equitably between the crews based upon the work performed.

- 3.03 Notwithstanding the specifics of Article 5 of Schedule B of the Collective Agreement, it is understood that the framers and/or roughing-in carpenters shall be entitled to invoice no more than bi-weekly for the work completed.
- 3.04 The Employer will make remittances to the Union on all paid invoices by no later than the 15th day of the month following the month in which payments were made.

ARTICLE 4 – PIECEWORKER RATES (FRAMING)

- 4.01 The piecework rate for floors and walls shall be as follows, regardless of the size of the units.

- (a) Floors (calculated on the square footage of the floor area):

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$1.80	\$1.84	\$1.90

- (b) Walls (calculated on the square footage of the total floor area):

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$2.52	\$2.58	\$2.68

Note: No Corners or third floor premium.

- 4.02 The Roof shall be calculated separately from the rest of the building. The piecework rate for framing the roof, where trusses are supplied, shall be:

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$2.50	\$2.50	\$2.50

This rate shall be calculated having regard to the square footage of the ceiling of the floor directly below the roof, plus all applicable extras.

- 4.03 Roof Pitch 5/12 and over (bird's eye view) for Light Wood Framed Apartment Buildings shall be paid at the Roof Pitch for Bungalows Rate set out in Schedule "B", 4.08 APPENDIX "A"(1) applied only to the square footage of the ceiling of the floor directly below the roof.
- 4.04 Balconies built on a Light Wood Framed Apartment Building shall be paid at the Porch Rate set out in Schedule "B", 4.08 APPENDIX "A"(3) unless the pieceworker is required to build a roof on the balcony, in which case the Balcony Rate set out in Schedule "B", 4.08 APPENDIX "A"(4) , shall apply.
- 4.05 All extras shall be paid as set out in Schedule "B", Article 4.08.
- 4.06 The installation of hardware and mechanical fasteners (excluding standard nails and staples) on Light Wood Framed Apartment Buildings is not included in any Piecework Price. Where a Light Wood Framed Apartment Building requires the installation of such hardware or fasteners, the Union and the RFCA will meet to agree upon the appropriate piecework rate.

It is understood and agreed that items such as joist hangers are not an extra and shall be considered a part of the scope of work.

When an entire dwelling is on Slab on Grade or Core Slab it will pay additional \$0.80/sq ft (total of \$4.00/sq ft) for the area of the dwelling unit.

- 4.07 In addition to the extras set out in Schedule B, the following shall also be considered extras on Light Wood Framed Apartment Buildings:
- Curbs, being a raised perimeter built on a Roof which are 3 inches or higher and up to 12 inches will be paid \$2.25 per linear foot.
 - Shear Walls, a complete wall up to 14 feet high containing single, double or triple studs sheathed with plywood with nail spacing of 4 inches or less, will be paid at \$6.00 per linear foot of wall.

ARTICLE 5– PIECEWORKER RATES (ROUGHING IN)

- 5.01 The rate for roughing-in in Light Wood Framed Apartment Buildings shall be, regardless of the size of the units, paid as follows:

	May 1, 2019	May 1, 2020	May 1, 2021
Any Square Footage	\$1.02	\$1.04	\$1.08

Note: No third floor premium.

- 5.02 All extras shall be paid as set out in Schedule "B", Article 4.13 or Article 4.14.
- 5.03 Where a Light Wood Framed Apartment Building contains little or minimal amounts of rough-in work, the Union and the RFCA agree to meet to review the work and to agree upon the appropriate piecework rate.

ARTICLE 6 – PIECEWORKER RATES (FOOTINGS)

- 6.01 The piecework rate for footings in Light Wood Framed Apartment Buildings shall be as follows:

	May 1, 2019	May 1, 2020	May 1, 2021	Leveling*	Materials 1x10, 1x12, 2x6, and 2x8	Materials 2x10 and 2x12
Per Linear Foot	\$1.89	\$1.93	\$2.00	\$0.34	\$0.17	\$0.28

It is agreed that pads for posts or columns are included in footings rate.

***Note:** Where, at the request of the Employer and/or a representative of the Employer, the footings are levelled via transit and/or laser levelling, the piecework rate for footings shall be increased an additional \$0.34 per linear foot.

ARTICLE 7 - PANELIZATION

- 7.01 Where panels are used to replace all of the walls or all of the floors on a Light Wood Framed Apartment Building, Appendix 1 to this Schedule shall apply.

For clarity, Appendix 1 shall apply where the floors are concrete or panelized and the walls are panelized.

- 7.02 Where all the floors are panelized and all the walls are to be stick framed, then Appendix 1 shall apply to the floors, and this Schedule shall apply to the walls.

- 7.03 Where all the floors are stick framed and all the walls are panelized, then this Schedule shall apply to the floors, and Appendix 1 shall apply to the walls.

APPENDIX 1 – ON-SITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS IN LIGHT WOOD FRAMED APARTMENT BUILDINGS

The parties agree that the on-site installations of panelized or pre-fabricated floor, wall and roof components in Light Wood Framed Apartment Buildings by Pieceworkers/Subcontractors are covered by this collective agreement.

1. (a) This Appendix applies to the on-site installation of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 8, 9, 10, 11, 18, that portion of Board Area 12 which is west of the Trent Severn Waterway in respect of Light Wood Framed Apartment Buildings.

(b) The parties expressly agree that the terms and rates herein are applicable only to Light Wood Framed Apartment Buildings and that the rates, terms, and conditions herein shall not be referred to or relied upon in any future collective bargaining or in any interest arbitration provision to settle any term of the Collective Agreement, save and except with respect to any modifications to this Appendix.

(c) The parties agree that the rates and conditions set out in this Appendix shall be the same under the collective agreement between the Union and the Metropolitan Toronto Apartment Builders Association ("the MTABA Agreement"), and between the Union and the Residential Framing Contractors' Association of Metropolitan Toronto & Vicinity Inc. ("the RFCA Agreement"), and that any changes or modifications to this Appendix shall be negotiated as between all three parties.
2. The parties agree that Schedule "B" of the RFCA Agreement is hereby incorporated into this Appendix, but shall be modified to reflect that in this Appendix those provisions shall apply only to the on-site installation of panels on Light Wood Framed Apartment Buildings and shall be modified further as set out herein.

General Conditions

3. Notwithstanding the specifics of Article 5 of Schedule B of the Collective Agreement, it is understood that the framers and/or roughing-in carpenters shall be entitled to invoice no more than bi-weekly for the work completed.
4. The Employer will make remittances to the Union on all paid invoices by no later than the 15th day of the month following the month in which payments were made.
5. It is understood that the Pieceworker/Subcontractor shall not be required to provide a crane.
6. It is understood that in no circumstance will a Pieceworker or Employee be directed or required to manually lift any floor or roof panels, or any load bearing wall panels which are in excess of ten (10) feet long with sheathing.

Piecework Rates for the On-Site Installation of Panels

7. The Piecework Rates for the onsite installation of panels shall be:

(a) Floors (calculated on the square footage of the floor area):

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$0.90	\$0.92	\$0.95

(b) All Load Bearing Walls, including building perimeter walls, and the external walls of all living areas (calculated on the square footage of the total floor area):

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$0.88	\$0.90	\$0.93

(c) All Non-Load Bearing Walls, including interior partition walls (calculated on the square footage of the total floor area):

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$0.38	\$0.39	\$0.41

(d) Schedule B, Article 4.08(A)(12) "Slab on Grade" and (13) "Core Slab" of the RFCA Agreement shall not apply. When floors are non-wood framed (ie. Concrete, including Slab on Grade or Core Slab) and Load Bearing Walls and Non-Load Bearing Walls are installed, it is a standalone extra and shall pay \$2.00 per square foot of applicable floor area. Where the Load Bearing Walls or Non-Load Bearing Walls are not assigned, the rate will be negotiated.

(e) Strapping on a block or concrete wall shall not be considered a Load Bearing Wall or a Non-Load Bearing Wall, but shall be paid separately at the rate:

	May 1, 2019	May 1, 2020	May 1, 2021
Per Linear Foot	\$3.55	\$3.65	\$3.75

- (f) A completely panelized Flat Roof shall pay \$1.10 per square foot, calculated on the square footage of the ceiling of the floor directly below the roof. A panelized Flat Roof which is unsheathed shall pay \$1.50 per square foot calculated on the square footage of the ceiling of the floor directly below the roof, plus sloping and sheathing if applicable.
- (g) The piecework rate for framing the roof, where trusses are supplied, shall be:

	May 1, 2019	May 1, 2020	May 1, 2021
Per Square Foot	\$2.50	\$2.50	\$2.50

This rate shall be calculated having regard to the square footage of the ceiling of the floor directly below the roof, plus all applicable extras.

- (h) Roof Pitch 5/12 and over (bird's eye view) for Light Wood Framed Apartment Buildings shall be paid at the Roof Pitch for Bungalows Rate set out in Schedule "B" of the RFCA Agreement, 4.08 APPENDIX "A"(1) applied only to the square footage of the ceiling of the floor directly below the roof.

Roof Pitches for Bungalows

	May 1, 2019	May 1, 2020	May 1, 2021
5/12 to 5 ⁷ / ₈ /12	-	-	\$0.15
6/12 to 6 ⁷ / ₈ /12	\$0.45	\$0.45	\$0.60
7/12 to 7 ⁷ / ₈ /12	\$0.71	\$0.71	\$0.71
8/12 to 8 ⁷ / ₈ /12	\$0.79	\$0.79	\$0.79
9/12 to 9 ⁷ / ₈ /12	\$0.88	\$0.88	\$0.88
10/12 to 10 ⁷ / ₈ /12	\$0.98	\$0.98	\$0.98
11/12 to 11 ⁷ / ₈ /12	\$1.09	\$1.09	\$1.09
12/12 to 12 ⁷ / ₈ /12	\$1.21	\$1.21	\$1.21

Any Roof pitches 13/12 or above shall pay an additional \$0.15 per incremental slope increase;

Note: The rate for a dual pitch roof shall be calculated as a percentage of the square footage of the roof and the appropriate rate applied to the square footage of the top floor area.

8. Gaps and Panel repairs, with the prior approval of the foreman, shall be paid:

	May 1, 2019	May 1, 2020	May 1, 2021
--	-------------	-------------	-------------

Panel Gap and Repair Hourly Rate	\$50.00	\$51.00	\$52.00
----------------------------------------	---------	---------	---------

These amounts shall be listed on the Pieceworker invoice and be subject to remittances as provided in Article 10 below.

9. The installation of hardware and mechanical fasteners (excluding standard nails and staples) on Light Wood Framed Apartment Buildings is not included in any Piecework Price. If assigned to the Pieceworker, all such work shall be paid based upon the actual hours worked, per individual worker engaged in such work at the rate set out in Article 8. It is understood that such amounts shall be listed on the Pieceworker's Invoice and shall be subject to remittances as provided for in Article 10 below.
10. The Employer agrees to pay a further twenty percent (20%) on the gross amounts paid pursuant to the said rates for Union Working Dues, Pension, and the Benefit Program, which shall be remitted in accordance with Schedule B to the RFCA Agreement.

Framing Extras

11. It is understood and agreed that the Pieceworker shall be paid extra for all items, excluding corners and third floor premiums, where they are required to perform such work and the item is not incorporated into the pre-fabricated panel.

12. It is understood that the Pieceworker shall not be paid extra for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels, except as specifically listed below:

Panel Extras (paid when panelized)					
	Description	May 1, 2019	May 1, 2020	May 1, 2021	Comment
1.	High Ceilings 12' and 13' (per sq ft of the area to which it applies)	12' \$0.35	12' \$0.35	12' \$0.35	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
		13' \$0.43	13' \$0.43	13' \$0.43	
2.	High Wall (14 ft +) Per linear foot	\$5.00	\$6.00	\$7.00	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
3.	Flat Porches (supplied) per sq ft of porch area	\$2.45	\$2.48	\$2.55	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
4.	Parapet Walls	\$1.13 /sq ft + \$0.30 per sq ft for sheathing (when applicable)	\$1.13 /sq ft + \$0.30 per sq ft for sheathing (when applicable)	\$1.13 /sq ft + \$0.30 per sq ft for sheathing (when applicable)	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
5.	Balcony / Covered Porch per sq ft of porch area (top and bottom panelized)	\$5.00	\$5.15	\$5.30	

6.	Curbs	\$1.13 per linear foot	\$1.13 per linear foot	\$1.13 per linear foot	
----	-------	------------------------	------------------------	------------------------	--

13. The following items are additional extras applicable to Light Wood Framed Apartment Buildings which are to be paid where the pieceworker performs the work, and they are not incorporated into the pre-fabricated panel:

Additional Extras					
	Description	May 1, 2019	May 1, 2020	May 1, 2021	Comment
1.	Curbs	\$2.25 per linear foot	\$2.25 per linear foot	\$2.25 per linear foot	
2.	Sloping of Flat Roof (per sq ft of the flat roof being sloped)	\$1.10	\$1.10	\$1.10	
3.	Sheathing of Flat Roof (per sq ft of the flat roof being sheathed)	\$0.40	\$0.40	\$0.40	
4.	Posts or Columns when supporting a steel or wood beam	\$75.00 /each	\$75.00/each	\$75.00/each	

**SCHEDULE "F" –THE RESIDENTIAL FRAME CARPENTRY & FRAMING EXPEDITED ARBITRATION
SYSTEM**

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(the "Bureau")

- and -

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

(the "Association")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

("Local 183")

(collectively referred to as the "Parties")

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

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

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

AND WHEREAS the parties agree that, subject to Paragraph 29, any disputes with respect to the application, interpretation, or administration of the collective agreement shall be resolved by way of the System set out herein, save and except issue pertaining to Article 6.04 in the Master Portion of this Agreement.

NOW THEREFORE the parties agree as follows and agree that the relevant provisions of the System set out herein form part of the collective agreements binding upon them:

A. NOTICE OF PROJECTS AND WORK UNDERTAKEN

1. Builders will notify Local 183 in writing of the dates, places and names of the Framing Contractors undertaking the work with respect to any projects. Such notice will be made in accordance with the provision of the Builder's Expedited Arbitration System. Prior to commencing supplementary work on a project, the Builder must provide similar notice concerning such supplementary work.
2. For any projects or work for which the Employer has not provided the Builder's Notice of Construction Release as per Schedule "B", Article 4.09(15), the Employer shall provide a Notice of Project Start or Supplementary Notice of Project Start, as applicable on the form attached as Appendix "A" or "B".
3. Pieceworkers shall notify Local 183 in writing of all work they are performing by filing with Local 183 invoices for all such work that they are performing. Pieceworkers must adhere to the terms and conditions of the Collective Agreement and make the required remittances to Local 183.

B. PROVISION OF INFORMATION

4. Local 183 shall provide the Association, on a monthly basis, with an opportunity, at mutually convenient times, to review sufficient information (i.e. itemized and detail location and completion breakdown [number of projects, units completed, Contractors, Pieceworkers, invoices and remittances submitted]) and the procedures which Local 183 is following, to illustrate that Local 183 is uniformly enforcing the terms and conditions of the Collective Agreement.
5. The Association shall rely upon its manager, its counsel and/or elected representative of the Association for the purposes of the above-noted processes.
6. Local 183 undertakes to provide the Association with the contractor remittance forms for all pieceworkers and hourly employees as they become available. The Association recognizes that there will be a time lag of approximately two (2) months in the summer months and a lesser time lag in the winter.
7. The Association undertakes not to use and/or share the information provided for any other purpose than as contemplated herein.

C. ARBITRATION

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

9. PARTIES

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

10. PRIOR TO REFERRAL

The Party seeking to refer the grievance to arbitration shall:

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

11. SERVICE

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

12. COUNSEL

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

13. LIST OF ARBITRATORS

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

- (1) Joe Carrier
- (2) Diane Gee
- (3) Jim Hayes
- (4) Norm Jesin

(5) George Surdykowski

(6) Laura Trachuk

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

14. Any grievance under this expedited procedure may be referred to any permanent arbitrator listed in paragraph 13 on a rotating basis having regard to their availability to commence a hearing in a timely manner.

ARBITRATION FEES

15. The costs of the Arbitrator shall be borne by the party who loses the adjudication unless otherwise ordered by the Arbitrator. The Arbitrator shall have the power to incorporate such findings into the award. If the costs of the Arbitrator are incorporated into the final award, the Parties agree that such amounts which Contractors are found liable for may be paid, along with any other amounts for which Contractors may be liable in the award, out of the funds which are part of a holdback under the provisions of the System. Once the Arbitrator is contacted by the party seeking to refer the grievance, and has been asked to schedule the hearing, costs will have been incurred.
16. The party referring the matter to arbitration shall directly contact the Arbitrator who shall provide the referring party with the date, time and location for the hearing concerning the particular grievance along with any other pertinent information.

17. NOTICE OF HEARING

The party referring the grievance to arbitration shall then directly provide notice containing the above noted information to the other party, the Association, any particular Pieceworker against whom relief may be sought, any particular Builders which may be involved and the Bureau. As much notice as possible of the scheduled hearing date will be provided to all parties by the referring party but such notice shall not be less than seven (7) working days prior to the hearing. In addition to the information concerning the hearing, any further content concerning the notice shall be at the discretion of the party referring the grievance, provided that it contains sufficient information to properly identify and assess the nature of the grievance or the matter in issue, subject to compliance with the terms of paragraph 10 herein.

18. ACCESS TO ARBITRATION

Access to the expedited procedure shall be by any party, at any time, provided that sufficient and proper notice as required by paragraph 17 hereof is given.

19. TIMING

The arbitration shall be held on a date determined to be appropriate by the Arbitrator which is a date no earlier than the seventh (7th) working day after receipt of written notice of the referral to arbitration, in accordance with paragraph 17 above. In practice, this will likely mean evening or weekend hearings.

20. DECISIONS

Arbitrators appointed to adjudicate disputes under the System shall endeavour to issue their awards within forty-eight (48) hours of the completion of the hearing process.

21. LOCATION

Arbitration proceedings pursuant to the System shall be held at a location determined by the Arbitrator.

22. POWERS OF THE ARBITRATOR

The Arbitrator's powers shall arise from the Collective Agreement, the Ontario *Labour Relations Act* (the "Act") and the System. These powers include, but are not limited to, the power to determine all issues of arbitrability; the power to order production in advance of the hearing process and any other orders that will facilitate an efficient and fair adjudication process. For clarity, the Parties agree that the provisions of the *Arbitrations Act, 1991* shall not apply to arbitrations under the System.

23. The Arbitrator has the power to interpret and apply this System, including all Appendices. In addition, the Arbitrator will have the power to order the payment of damages and the costs of the arbitration.

24. HOLDBACK

The Arbitrator shall also have the power to:

- (i) direct a Builder to release funds according to the arbitrator's direction, which may include payments to Local 183 or a Contractor;
- (ii) direct that future payments owed by a Builder to the Contractor be redirected to Local 183 or otherwise;
- (iii) where more than one Builder holds funds which have been frozen pursuant to the holdback provisions, apportion the amount of frozen funds which any one Builder must redirect and/or release and apportion the amount of future payments which must be directed and/or redirected on a project by project basis;

25. **DETERRENT DAMAGES**

- (i) The Arbitrator shall also have the power to issue a Deterrent Damages Award payable by a Contractor, who has violated the Collective Agreement, to the Enforcement Fund as described in paragraph 26 herein, in an amount up to a maximum of fifteen percent (15%) of the total amount of all other damages set out in the Arbitrator's award.
- (ii) The Arbitrator shall also have the power to issue a deterrent damages award payable by a Pieceworker who has violated the Collective Agreement, including the Pieceworker Participation Agreement, to the Enforcement Fund as described in paragraph 26 herein, in an amount up to an amount not greater than fifteen percent (15%) of the total amount of the pieceworkers' violation.
- (iii) The Parties agree that there is a duty upon Local 183 to investigate and take appropriate action against all employers in order to enforce the terms and conditions of the Collective Agreement. Specifically, pursuant to the obligations as described in paragraphs 39, 40 and 41, the parties agree that, where Local 183 has been advised in writing by the Association of a potential violation of the Collective Agreement, there is an obligation upon Local 183 to investigate such potential violation and take appropriate action. Should Local 183 fail to take such action having been so advised in writing by the Association, the Arbitrator shall have the power to issue a Deterrent Damages Award payable by Local 183 to the Enforcement Fund as described in paragraph 26 herein, in an amount not exceed one hundred thousand dollars (\$100,000.00).

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

- (i) Maintaining the enforcement processes;
- (ii) Charity

unless otherwise agreed to by the Association and the Union.

27. The Association and the Union shall name two (2) charities each who shall be provided with monies from this fund as agreed to by the Parties. Once the amounts and the particular charities involved have been identified, the Arbitrator, will verify that the charities involved are registered charities and if so will rule that the payments proposed are therefore appropriate pursuant to this System.

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

D. HOLDBACK SYSTEM

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

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

E. AUDIT

33. The parties agree that, in addition to any other auditing procedures which may be provided for in the Collective Agreement, or pursuant to any arbitration decision, there will also be a random auditing system. The random auditing system will be a joint process established by Local 183 and the Association. Specifically, the Parties agree that Local 183 shall conduct the random audits every building season and the Association shall be notified of any audits and the results of such audits.
34. Pursuant to the above random audit procedures, the Parties agree that Local 183 has the power to audit any of the Prime Contractors or Pieceworkers and that any party which is notified of such an audit must co-operate with the auditors by providing all information sufficient to evidence compliance with all terms and conditions of the Collective Agreement. Failure to comply with the random auditing process will constitute a violation of the Collective Agreement and the System, and it may be enforced as such. In the event that a breach of the Collective Agreement is found a grievance may be filed and may be referred to arbitration. The appointed Arbitrator shall have the express power to award deterrent damages.

F. PIECEWORKERS' ADJUDICATION PANEL

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

37. The Union agrees that it will provide appropriate information to the Association concerning any Pieceworkers who are the subject of an enquiry by the Pieceworkers' Adjudication Panel and the results of any such enquiry.
38. The Parties agree that the Pieceworker Participation Agreement will be rewritten so as to ensure that the terms of the System as captured herein will be reflected in the Pieceworker Participation Agreement and adhered to.

G. INVESTIGATIONS

39. The Parties agree that there is a duty upon Local 183 to investigate and take appropriate action against all Builders, Contractors and/or Pieceworkers in order to enforce the terms and conditions of the Collective Agreement;
40. Specifically, pursuant to the above noted obligations, the Parties agree that, where the Union has been advised in writing by the Association of a potential violation of the Collective Agreement, there is an obligation upon Local 183 to investigate such potential violation and take appropriate action.
41. Grievances involving an assertion of a failure by Local 183 to carry out the obligations as set out in paragraphs 39 and 40, provided that Local 183 was provided with written notice of such alleged failure that describes the alleged failure to abide by the terms and conditions of the Collective Agreement by either the Association or any other employer who is signatory to the Collective Agreement, shall result in:
 - (i) an immediate investigation being undertaken by representatives of Local 183;
 - (ii) the results of the investigation being shared with the Association within thirty (30) days of the written notice described herein.
42. In the event of a violation having been found, the violation shall be remedied as follows:
 - (i) The appointed Arbitrator shall have the power to issue a Deterrent Damages Award as against Local 183, subject to the terms of paragraph 25 herein, where it is found to have failed to take appropriate action to enforce the terms and conditions of the Collective Agreement;
 - (ii) The appointed Arbitrator shall have the power to Issue a Deterrent Damages Award as against the main/prime Contractor subject to the terms of paragraph 25 herein;
 - (iii) The appointed Arbitrator shall have the power to issue a Deterrent Damages Award as against the Pieceworker(s) subject to the terms of paragraph 25 herein;

H. MISCELLANEOUS

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

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

43. This Agreement is in effect until April 30th, 2022, or as further extended by the parties hereto.

Dated at Toronto this 19th day of November, 2019.

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

Zlatko Maric

On behalf of **LIUNA, Local 183**

Jack Oliveira

Bernardino Ferreira

On behalf of **Toronto Residential Construction Labour Bureau**

Richard Lyall

APPENDIX "A" –NOTICE OF PROJECT START BY FRAMING CONTRACTORS

(All Projects)

Date: _____

Name of Prime Contractor: _____

Address: _____

Phone: _____ Fax: _____

Name of Builder/Developer: _____

Location of Project: _____

Registration Plan #/Name: _____

Approx. Start Date: _____

Total Number of Units: _____

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

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

Prime Contractor

APPENDIX "B" –SUPPLEMENTARY FRAMING REPORT

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

Date: _____

Contractor: _____

Address: _____

Phone: _____ Fax: _____

Project Name: _____

Project Location: _____

Lot Number(s)	Model Type	Square Feet

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

Signature

SCHEDULE "G" – CROSS-OVERS

1. **"The Roads Agreement"** being a Collective Agreement between the Toronto and Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Union, Local 230 and the Union.
2. **"The Sewer and Watermain Agreement"** being a Collective Agreement between the Greater Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
3. **"The Heavy Engineering Agreement"** being a Collective Agreement between the Heavy Construction Association of Toronto and the Union,
4. **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
5. **"The Apartment Builders Agreement"** being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
6. **"The House Basements Agreement"** being a Collective Agreement between the Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and the Union.
7. **"The House Builders' Agreement"** being a Collective Agreement between the Toronto Residential Construction Labour Bureau and the Union.
8. **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
9. **"The Utilities Agreement"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
10. **"The Landscaping Agreement"** being a Collective Agreement between various Landscaping Contractors and the Union.
11. **"The Bricklaying Agreement"** being a Collective Agreement between the Masonry Contractors Association of Toronto and the Masonry Council of Unions Toronto and Vicinity which is binding upon the Union.
12. **"The Concrete Restoration Agreement"** being a Collective Agreement between the Building Restoration and Associated Work Contractors and the Union.
13. **"The Marble, Tile, Terrazzo & Cement Masons Agreement"** being a Collective Agreement between various independent marble, tile, terrazzo and cement masons contractors and the Union.

14. **"The High Rise Trim Agreement"** being a Collective Agreement between various independent high rise trim contractors and the Union.
15. **"The Low Rise Trim Agreement"** being a Collective Agreement between various independent low rise trim contractors and the Union.
16. **"The Residential Gas Fitters Agreement"** being a Collective Agreement between various independent residential gas fitters' contractors and the Union.
17. **"The Residential Roofing Agreement"** being a Collective Agreement between various independent residential roofing contractors and the Union.
18. **"Durham House Builders Agreement"** being a Collective Agreement between the Durham Residential Construction Labour Bureau and the Union.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Steel Beam Placement

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

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

FOR THE **UNION**:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

FOR THE **ASSOCIATION**:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Jose Peixoto



Renato Niro



Mark Cancian



LETTER OF UNDERSTANDING NO. 2

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: WSIA Coverage

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

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

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

FOR THE **UNION**:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE **ASSOCIATION**:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Recognition and Schedule for New Geographic Areas

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

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

NOW THEREFORE the Union and the Association agree as follows:

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

pursuant to the "in and out" language establishing the terms and conditions of employment or engagement of members of the Union who regularly work in OLRB Area Number 8 and/or Simcoe County and are working in another geographic area(s).

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

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: New Material Framing

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

AND WHEREAS under Schedule "B", Article 4.16, for certain work, including but not necessarily limited to piecework rates for inside and outside partition walls which are constructed by means of materials other than metal or wood, the Parties agree that they shall meet immediately to negotiate applicable rates; and

NOW THEREFORE the parties agree that:

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

4. In addition, the sub-committee may receive applications for a variance from the rates as provided for in this Agreement when new materials warrant such an alteration. Said variance must be approved by the majority of the sub-committee to have effect.
5. The parties agree that this Letter of Understanding forms part of the Collective Agreement binding upon them and may be enforced as such.

FOR THE **UNION**:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE **ASSOCIATION**:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Rates with Respect to Pre-Fabricated Wood Walls

The parties hereby agree as follows:

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

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

FOR THE **UNION**:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE **ASSOCIATION**:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Durham and Oshawa

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

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

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

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

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Simcoe County

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

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Jose Peixoto



Mark Cancian



Renato Niro



LETTER OF UNDERSTANDING NO. 8

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Statutory Holiday and Vacation Pay for Pieceworkers

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

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

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

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Industry Stabilization

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

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

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

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

1. footings
2. framing and exterior trim
3. rough-in

4. window installation
5. any other classes which the parties may agree to

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

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

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Health and Safety

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

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Metal Guard Rails

The parties agree as follows:

1. It is agreed that in future should any Employer require a pieceworker to use metal guard rails, the Employer shall supply, at their own cost, the metal guard rails to the pieceworker prior to the commencement of the job.
2. Nothing in this Letter of Understanding shall in any way address any obligation of the Employer under the Collective Agreement to pay for or provide metal guard rails in the event that the Ontario Ministry of Labour requires such metal safety guards to be used at a particular job site.

3. The parties agree that this Letter of Understanding, which is effective forthwith upon its execution, shall form part of the Collective Agreement binding upon them and maybe enforced as such.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Exterior Trim Rates

The Parties agree to exchange information and research and to meet by no later than October 1, 2016 in a continuous process to reach an agreement on the establishment of rates and conditions for exterior trim. In the event that the parties are unable to reach agreement by December 30, 2016 they shall engage in a mediation process with the assistance of Arbitrator Eli Gedalof. In the event the parties have still not been able to reach an agreement by February 15, 2017 the parties agree that the rates and conditions shall be set by Arbitrator Larry Steinberg, or such other arbitrator as the parties may agree, and shall be retroactive to January 1, 2017.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Jose Peixoto

Mark Cancian

Renato Niro

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Foreman Remittances

The parties agree to institute the following system to provide for the fair and equitable provisioning of remittances for Foremen as required by the Collective Agreement binding upon the parties:

1. The Union will create and provide to the Association for the use by its members commencing May 1, 2009 a specialized monthly remittance form for Foremen Remittances which shall accompany Foremen's invoices and shall be used to report on and list all Foremen's invoices and which shall indicate the Remittance rate as set out at Schedule "B", Article 3, to the Collective Agreement, the number of Remittance Units being Remitted for, the amount of each invoice and the amount remitted;
2. Foremen will continue to use their regular invoices indicating that the invoice is being utilized for a Foreman and such invoice will indicate in the space allotted for "Other" the number of Remittance Units which will be remitted to the Union on the Foreman's behalf.

3. Remittances for full time hourly paid foreman who remits on the foreman remittance form shall be based on actual number of hours worked, with each hours counting as a Remittance Unit.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

- and -

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

(the "Association")

Re: Building Code Changes

It is the intention of the Union and the Association that this Collective Agreement should apply to all wood frame structures regardless of height. The Ontario Building Code has been amended to permit wood frame building of five (5) or six (6) storeys and the parties agree to negotiate rates applicable to such work, and thereafter amend Article 1.02 of the Collective Agreement to include such work.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Jose Peixoto

Mark Cancian

Renato Niro

LETTER OF UNDERSTANDING NO. 15

B E T W E E N:

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

(hereinafter called the "Association")

-and-

LABOURER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the "Union")

(hereinafter collectively called the "Parties")

Re: Hybrid Structures

WHEREAS the Parties have agreed to establish rates for structures where all the walls and all the floors are not delivered panelized, but there is a panelized component involved in the framing of the structure (hereinafter referred to as "Hybrid Structures").

NOW THEREFORE the Parties agree as follows:

1. The duly authorized representatives of the Parties will meet and establish separate rates and/or schedules for Hybrid Structures;
2. The Parties have a mutual intent to reach an agreement within five (5) months of the commencement of the Collective Agreement;
3. The Union agrees that it will not enter into a Collective Agreement with any other party with respect to Hybrid Structures;
4. The Parties agree that until such time as they have been able to consensually agree to rates for Hybrid Structures any issues related to "Hybrid Structures" shall remain negotiable between the Union, the pieceworker and the Employer. It is understood that any grievances shall be dealt with as specified in Article 6.04 of the Master Portion;
5. The Parties acknowledge that the rates consensually agreed to by the Parties for Hybrid Structures shall be effective on May 1st following the Parties' Agreement;

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

FOR THE **UNION**:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE **ASSOCIATION**:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 16

B E T W E E N:

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

(hereinafter called the "Association")

-and-

LABOURER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the "Union")

(hereinafter collectively called the "Parties")

Re: Piecework Foreman

1. These provisions only apply to projects where there are no more than four (4) piecework framing crews working on that project.
2. The Employer, after notifying the Union, may assign a piecework crew leader to act as the Employer's company representative on the project while Employer's regular representative is absent. Acting as the piecework foreman will be voluntary, and no discrimination will be shown against a pieceworker who refuses to act as a foreman. The pieceworker must be part of one of the crews who has been assigned to work on the project.
3. The pieceworker foreman shall be paid an additional premium per house agreed upon by the interested parties, and such amounts shall be listed on the piecework invoice, and be subject to HST and to pieceworker remittances as set out in this Collective Agreement.

Note:

The piecework crew leader appointed as a part-time foreman will already have WSIB coverage through his own company.

The piecework foremen shall be considered an employee of the Employer for the purposes of the Occupational Health and Safety Act and the Employer's liability insurance.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian

LETTER OF UNDERSTANDING NO. 17

B E T W E E N:

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

(hereinafter called the "Association")

-and-

LABOURER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the "Union")

(hereinafter collectively called the "Parties")

Re: Effective Date of Annual Increases

The Union and the Association recognize that work may be assigned to pieceworkers and may be ongoing on May 1 of any year and therefore subject to the increases set out in this Collective Agreement;

Therefore to avoid unnecessary litigation, the Parties agree as follows:

1. Houses or lots, Footings, Framing, Rough-in or Windows which were commenced prior May 1st shall be paid at the rates in place at the time the work was commenced.
2. Houses or lots, Footings, Framing, Rough-in or Windows which were commenced on or after May 1st shall be paid at the rates in place at the time the work was commenced.

3. The parties agree that work performed after May 1st on a house with a capped floor will be paid in accordance with paragraph 2 above.

FOR THE UNION:

Jack Oliveira

Bernardino Ferreira

Arlindo Soares

Jack Santos

Dominic Pileggi

Jose Peixoto

Renato Niro

FOR THE ASSOCIATION:

Luciano Fiorini

Marco Fantauzzi

Richard Mazzobel

Richard Botelho

Tony Leto

Mark Cancian