

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**

**- and -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

**May 1, 2019 – April 30, 2022**

## COLLECTIVE AGREEMENT

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TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU

-AND-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

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<p><b>TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU HOUSE BUILDERS COLLECTIVE AGREEMENT</b></p>
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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May, 2019.

**BETWEEN:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
25 North Rivermede Road, Suite 13, Vaughan, Ontario, L4K 5V4  
(hereinafter called the "Bureau")**

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183  
1263 Wilson Avenue, Suite 200, Toronto, Ontario, M3M 3G3  
(hereinafter called the "Union")**

**WHEREAS** the Bureau, acting on behalf of the Employers which are members of the Bureau, and on behalf of various other Employers pursuant to the accreditation certificate issued to the Bureau by the Ontario Labour Relations Board (O.L.R.B), and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as set out in Article 1 of this Collective Agreement; and to provide for and 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 Employers covered by this Agreement;

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

**ARTICLE 1 - RECOGNITION**

1.01

- (a) Each of the Employers recognizes the Union as the collective bargaining agent for all of its own construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing (which is defined as the time when the purchaser is in possession of the keys to the unit) of said housing or part thereof while working in the County of Simcoe and in O.L.R.B. Geographic Area No. 8, namely the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and



Trafalgar and The Towns of Ajax and Pickering in the Regional Municipality of Durham, and such other geographic areas to which this Agreement may apply to pursuant to Schedule A Article 8 and/or any other appendices save and except employees employed as non-working foremen, watchmen and engineering staff.

- (b) Low-rise housing for the purposes of this Agreement shall mean housing of not more than three (3) stories in height (basement plus three (3) storeys), as well as a four (4) storey (basement plus four (4) storeys) single family townhouse.
- (c) For the purposes of clarity, both the Union and the Bureau agree that this Agreement includes on-site installation of panelized or pre-fabricated floor, wall and roof components.

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

1.03

- (a) The Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:
  - (i) Basement Forming;
  - (ii) Concrete and Drain;
  - (iii) Frame Carpentry;
  - (iv) Utility Construction;
  - (v) Bricklaying;
  - (vi) Marble, Tile and Terrazzo. Counter-tops are not included in the definition of marble, tile, terrazzo work.

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

- (b) The Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:

- (i) Whenever an Employer covered by this Agreement engages in construction which includes all of the following:
  - where he owns a tract of land, services it;
  - sub-divides it and builds houses on it, the Employer will only contract or subcontract Sewer and Watermain, Utility, and Road Building to Contractors who are in contractual relations with the Union.
- (ii) Where a member Employer of the Bureau engages in providing site services as in 1.03(b)(i) as part of an association of companies or as an associate of another company, the member Employer will not be considered an “Associated Company” unless it falls within the definition of Associated Company as defined in the *Income Tax Act* of Canada.
- (c) Should a contract or subcontract for general on-site labour, as defined in Article 1, 1.01 and Schedule “A”, Section 4 Classifications, hereof, be awarded, such subcontractor must be in contractual relationship with Labourers’ International Union of North America, Local 183. Notwithstanding the preceding, and without prejudice, the following will be exempted:
  - (i) Final House and Window Cleaning, and on-going Housekeeping Maintenance;
  - (ii) Landscaping and Driveway Paving;
  - (iii) Those Labourers normally employed by traditional Trades such as Drywall, Mechanical, etc.
- (d) The Union must forthwith supply to the Bureau a list of those Contractors which are in contractual relationship with it, which list shall be revised by the Union as necessary, but in no event less than quarterly. The Union must also supply to the Bureau a copy of all current collective agreements with each and every Employer’s Organization for every trade or sub-trade mentioned in the subcontracting clause or the cross-over clause of this Agreement. The Union is required to send a copy of any certificates obtained by the Union with respect to the certification of new builders who are (or become bound by) this Collective Agreement.
- (e) The Employer agrees that when it is required to contract or subcontract work to a contractor or subcontractor which is in contractual relations with the Union, it must be contracted or sub-contracted to contractors or sub-contractors who are bound to this Agreement or the appropriate agreement set out in Schedule “C”, whichever is applicable to the specific work involved.

1.04 In the event an Employer covered by this Agreement engages in the Construction of Houses as herein defined, by means of a corporation, individual, firm, syndicate or association or combination thereof, and where the Employer is the Builder, it shall be deemed that the



corporation, individual, firm, syndicate or association or combination thereof, is bound by the Agreement for the purposes of such Construction work.

1.05 If the Employer is actively engaged in the performance of work covered by the Union's other collective agreements as set out in Schedule "C" of this Agreement it shall be performed under this Agreement according to the terms and conditions of the Union's applicable agreement as outlined in Schedule "C" of this Agreement. For the purposes of clarity it is agreed that this Article only applies when the Employer is performing work covered by the Union's other collective agreements as set out in Schedule "C" with its own employees and does not apply to the employer's contracting / subcontracting obligation set out in other provisions of the Collective Agreement.

## **ARTICLE 2 - UNION SECURITY**

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

2.02 In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a Referral Slip from the Union prior to his commencing employment. It is understood and agreed that the Union may refuse to issue a Referral Slip to the employee requested by the Employer, only in the event that the employee is not in good standing with the Union. All new hires who have never been a member of the Union shall be subject to a 30 working day probationary period during which the employer may terminate the employee without cause provided it is not discriminatory or in bad faith. Employers are entitled to ask for and receive for all new employees prior to commencing work a signed acknowledgement of the receipt of the Employer's workplace policies, including but not limited to any health and safety policies.

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

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



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

2.06 In recognition of, and further to, the accreditation certificate issued to the Bureau by the Ontario Labour Relations Board, in the event that the Union desires to enter into a collective agreement with a Low-Rise Housing Contractors who is not bound by this Collective Agreement, the Union agrees that such Collective Agreement should be on terms no more advantageous than this Collective Agreement, as amended, to reflect that this Collective Agreement is with an individual employer not the Association herein.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

- i) To conduct his business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- ii) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined, or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the Grievance procedure;
- iii) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- iv) To assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and to establish and maintain an efficient mobile work force with diverse skills, and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- v) It is agreed that none of the above noted rights shall be exercised in a manner which is unreasonable, arbitrary, discriminatory or in bad faith.

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

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

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

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

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

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

- (i) Within twenty-one (21) days after the circumstances giving rise to the Grievance occurred or originated except in the case of a Discharge Grievance, which shall be presented within five (5) working days, the Grievance shall be presented to the Employer in writing, and the parties shall meet within five (5) working days in an endeavour to settle the Grievance.
- (ii) Grievances dealing with alleged violations of Hours of Work, Rates of Pay, Overtime, Travel Expenses, and/or Vacation Pay, may be brought forward within three (3) months of such alleged violations. Grievances dealing with alleged violation of welfare, pension, dues, training fund and/or industry fund and/or any other fund provisions may be brought forward within forty-five (45) days after the circumstances giving rise to such Grievance became known or ought reasonably to have become known to the Union. It is further understood that such Grievances may be retroactive to the first (1<sup>st</sup>) day of the alleged violation provided such Grievances are proven.

4.04 – Union and Employer Grievances

It is understood that the Employer may deliver a written grievance, as defined in Article 4.03, against the Union, and the Union may deliver a written grievance as defined in Article 4.03 against the Employer, within the timelines set out in Article 4 and any such grievance may be referred to arbitration in accordance with Article 5.



## ARTICLE 5 - ARBITRATION

5.01 The parties to this Agreement agree that any Grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance procedure outlined in Article 4 which has not been settled will be referred to an Arbitrator at the request of either of the parties hereto, within forty-five (45) calendar days of the delivery of the grievance to the other party, by written notice of the grieving party to the other party.

5.02 Either party may refer a grievance arising under this agreement to a single arbitrator selected from the following group of arbitrators in rotating order:

Larry Steinberg

George Surdykowski

Laura Trachuk

Provided that the arbitrator can schedule a hearing within thirty (30) days of the referral of the grievance to him/her failing which the parties shall canvass availability to schedule such a hearing from the next arbitrator on this list.

5.03 In the event that during the lifetime of this Agreement one (1) or more of the said agreed-upon Official Arbitrators will be unable to serve their term as Arbitrator then the parties shall meet within ten (10) working days of receiving such notice of the termination of the Arbitrator(s) and agree to appoint a new person(s) to act as Official Arbitrator(s). In the event that the parties will be unable to agree upon the Official Arbitrator(s), then the matter shall be referred to The Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as Official Arbitrator(s).

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

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

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

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

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

writing and/or by the Arbitrator or Board or Arbitration if it is determined that it is reasonable and equitable to do so in all of the circumstances.

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

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

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

## **ARTICLE 6 - BUILDER'S HOLDBACK – CONTRACTORS' HOLDBACK**

6.01 The Union may, at any time, at its' option, activate the Holdback Mechanism described herein. The Holdback Mechanism is in addition to, and separate from, the Expedited Arbitration process. The Holdback Mechanism is as follows:

- (i) The Union must give at least two (2) working days notice by Priority Post Courier or alternate form of service including facsimile transmission, registered mail, regular mail or hand delivery to the Contractor of its' intention to activate the Builder's Holdback and/or Contractor's Holdback Mechanism. During this two (2) working day period the Union and the Contractor may attempt to resolve the dispute before activating the Holdback Mechanism.
- (ii) If the matter remains unresolved, the Union may give a Holdback Notice to any Builder and/or Contractor dealing with the affected Contractor and require each Builder and/or Contractor to freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits, or any other matter covered by this Enforcement System and/or the applicable Collective Agreement, on any project where the Contractor has performed, is performing or will perform work for the Builder or Contractor. The Holdback Notice must be delivered to the Builder and/or



Contractor by Priority Post Courier, Registered Mail, regular mail or hand delivery to the Builder and/or Contractor. At the time of acknowledged receipt of this Notice, the Builder and/or Contractor must respond in writing within two (2) working days, acknowledging the Holdback Notice and state the amounts that are owed and/or payable to the Contractor. The Holdback Notice can cover an amount that the Union reasonably estimates is the total amount owed or owing to it, the Trust Funds, and/or affected members by the Contractor. Failure on the behalf of the Builder and/or Contractor to adhere to the provisions of this Holdback Process shall result in the Builder and/or Contractor being jointly and severally liable for the full amount outlined in the Holdback Notice.

- (iii) Upon such notice, all money payable or becoming payable thereafter to the Contractor by the Builder and/or Contractor will remain frozen and will be held back and retained by the Builder and/or Contractor until the Union agrees to its' release, or until the Arbitrator issues his or her decision which addresses the frozen funds; provided however, that the total amount frozen by all Builders and Contractors shall be no greater than the total amount claimed by the Union to be owed. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.
- (iv) A Contractor or Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union in Trust until the Union and the Contractor agree to the distribution of such funds or any part thereof or until the Arbitrator issues his or her decision which addresses the funds so held. Where the payment that is the subject of a Holdback Notice has been made by the Builder or Contractor to the Union in Trust, the Builders or Contractors who have received the Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.

6.02 If the Union agrees to release the frozen funds held by the Builder and/or Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a Grievance over the same dispute.

6.03 A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Contractor(s), will be supplied to the Arbitrator hearing the matter and upon receiving such, the Arbitrator must address the issue of the frozen funds retained by the Builder(s), Contractor(s) and/or Union.

6.04 Any amounts subject to the Holdback shall first be applied to payment for the Arbitration, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback Mechanism is without prejudice to the provisions contained in the Collective Agreements, including any Lien or other statutory rights.

6.05 The Arbitrator, in the course of his or her decision, shall have the following powers relating to this Holdback Mechanism:

- (i) to direct a Builder and/or Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its' Trust Funds and/or any employee(s), or the Arbitrator;
- (ii) to direct that future amounts or part thereof payable by the Builder(s) and/or Contractor(s) to be re-directed to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iii) where more than one Builder and/or Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have the authority to apportion the amount of frozen funds which any one Builder and/or Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Contractor(s) to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iv) where the Builder(s) and/or Contractor(s) have failed to comply with the provisions of the Holdback Notice outlined herein, the Arbitrator may direct payment of funds in the amounts listed in the Holdback Notice or in the amount that is deemed owing pursuant to the Arbitrator's decision;
- (v) to issue all orders and directions necessary to carry out the spirit and intent of these provisions.

## **ARTICLE 7 - MANAGEMENT GRIEVANCES – UNION GRIEVANCES**

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

7.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4, 4.03 of the Grievance Procedures, and if it is not settled at this stage, it may ultimately go to a Board of Arbitration in the same manner as a Grievance of an employee.

## **ARTICLE 8 - SCHEDULE "A"**

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

1. Hours of Work and Overtime



2. Payment of Wages
3. Vacation Pay and Statutory Holiday Pay
4. Classifications
5. Working Dues
6. Pension Plan and Labourers' Central and Eastern Canada Organizing Fund (CECOF)
7. Welfare including Pre-paid Legal, Long Term Care and Retiree Benefits
8. Travel Allowance
9. Maintenance of Existing Rates – Out-of-town

## **ARTICLE 9 - UNION REPRESENTATIVE**

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

- (i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) men retained by the Employer on the project providing that he is competent and capable of performing the remaining work.
- (iii) It is further agreed that the Union Steward will not be excluded from overtime work and that he shall not be discriminated for, or against.

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

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

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

## ARTICLE 10 - PRODUCTIVITY

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

10.02

- (a) During the lifetime of this Agreement, the Union agrees that there will be no strike, slow down or picketing which will interfere with the regular schedule of work, and each Employer agrees that they will not cause a lockout. The Employers shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any strike, slowdown or picketing, which interferes with the regular schedule of work.
- (b) The Right to Honour Lawful Picket Lines – the employees or any Employer may refuse to cross a lawful picket line of the Union, Local 183, which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. This Article shall only apply to such picket lines established by the Union against any contractor which continues to perform work on the project where the Employer is engaged.

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

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

## ARTICLE 11 - SHELTER – SANITATION – SAFETY – TOOLS

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

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

- (a) Securely locked when not in use;

- (b) Insured against loss from fire or burglary to a maximum of \$500.00 (five hundred dollars) with a minimum deductible of \$100.00 (one hundred dollars).

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

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

11.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the CSA. The Employer agrees said helmet shall be supplied by him at no cost to the employee. If an employee, at termination of employment, does not return the said helmet, he shall be charged the cost.

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

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

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

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

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

11.09 If the Employer requires the employee to use a cell phone during the course of performing their duties, the Employer will provide one.



## ARTICLE 12 - LAY-OFF

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

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

12.03

- (a) All new members working for the Employer shall be laid off prior to the lay-off of any existing members who have established seniority rights with the Employer;
- (b) All existing members who have established and maintain their seniority rights with the Employer shall be recalled to employment prior to the hiring or re-hiring of any new member, providing that such existing employees are capable of performing the available work;
- (c) Any existing member, who is eligible to acquire seniority rights under this Agreement, shall be subject to a ninety (90) day probation period with the Employer, and thereafter his seniority date with that Employer shall revert back to the date of first (1<sup>st</sup>) hire;
- (d) Lay-offs for existing members who have acquired seniority rights shall be by seniority date providing that the senior employees are capable of performing the available work;
- (e) The parties agree that existing members, who have seniority rights, and who are laid off shall be entitled to recall for a period up to twelve (12) months. The order of recall shall be at the discretion of the Employer.

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

- (i) Fails to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given;
- (ii) Fails to return to work within four (4) working days of being recalled by the Employer;
- (iii) If the Employer is unable, for any reason, to contact the laid off employee to advise him of his recall to employment, the Employer shall notify the Union and thereafter the Union shall have a period of five (5) additional working days in order to attempt to notify the member concerned of the Employer's intent to recall him;

- (iv) On no account shall an employee who is transferred by an employer from its low rise operation to its high rise operation suffer any loss or disadvantage with respect to seniority rights by virtue of such a transfer.

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

### **ARTICLE 13 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT**

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

13.02 If the employee's prior job is no longer available and similar work is not available, or the employee by re-entering the Classification causes an excess number of employees, the employee who has been with the Employer the least time in the Classification will be subject to lay-off.

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

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

### **ARTICLE 14 - INDUSTRY UPGRADING AND RETRAINING**

#### **14.01 Industry Fund Contributions**

The parties agree that members of the Bureau shall contribute the sum of fifty cents (\$0.50) per hour and non-members of the Bureau shall contribute seventy-five cents (\$0.75) per hour for each hour worked by each employee covered by this Agreement which shall be remitted by them monthly to the Local 183 Members' Training Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due which shall be paid to the Bureau or the Joint Residential Construction Association (as designated by the Bureau) as each Employer's contribution to the cost of negotiating and administering this Agreement.



## **ARTICLE 15 - LOCAL 183 MEMBERS' TRAINING FUND/INDUSTRY UPGRADING AND RETRAINING**

15.01 The Employer shall contribute the sum of fifteen cents (\$0.15) per hour for each hour worked by each employee covered by this Agreement to the Local 183 Members' Training Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due.

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

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

15.04 Both parties agree to conduct an annual complete labour supply and training needs assessment. This assessment will be conducted in September of any year. The Parties agree that a sub-committee will be formed in order to conduct this assessment. This sub-committee will be made up of a total of six (6) persons. Each party will appoint three (3) members to the sub-committee annually. The assessment will identify training and recruitment needs for the upcoming year. Once these needs are identified the sub-committee will be responsible for developing, implementing and overseeing Training Centre Courses designed to meet these needs.

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

15.06 At the written request of the Bureau, the Union shall investigate and review work performed on a site for the purpose of checking how work traditionally performed under this Collective Agreement was performed to ensure that the industry fund provided for in this Article is remitted to the Bureau.

15.07 Where notice has been given to the Union under Article 13.06, an employer is required to provide to the Union all appropriate and required information related to the review / investigation.

## **ARTICLE 16 - WELFARE, PENSION, TRAINING, MEMBER'S BENEFIT FUND, LEGAL AND OTHER REMITTANCES**

16.01 The Labourers' Local 183 and the Association agree to amend section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended establishing the Local 183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it



will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual Agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them. It is agreed that the Bureau may appoint a trustee to the Local 183 Members' Benefit Fund.

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

**Section 8.01** – Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

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

16.03 **Ergonomics Training**

- (a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund. Any employees hired on Monday, Tuesday, or Wednesday must take the course no later than the following Saturday. Any employee hired on a Thursday or Friday must take the course no later than the second following Saturday.
- (b) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by Labourers' Local 183 Members' Training Fund.
- (c) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

**ARTICLE 17 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE  
EMPLOYMENT STANDARDS AMENDMENT ACT, 1991**

17.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by

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

## **ARTICLE 18 - DELINQUENCY**

18.01 In the event that any contributions or deductions required to be made by this Agreement are received by the Union after the due date the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue.

## ARTICLE 19 - DURATION OF AGREEMENT

19.01 This Agreement shall become effective the 1<sup>st</sup> day of May, 2019 and shall remain in effect until April 30, 2022 and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement, not more than one hundred and eighty (180) days and not less than ninety (90) days before April 30, 2022 or in a like period in any year thereafter.

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

  
\_\_\_\_\_  
JACK OLIVEIRA

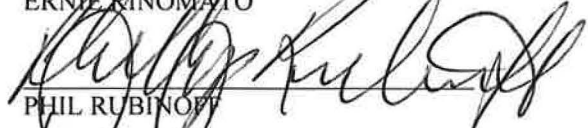
  
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LUIS CAMARA

  
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BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU


  
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TAD PUTYRA

  
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ERNIE RINOMATO

  
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PHIL RUBINO

  
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SANDRO CAMPOLI

  
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ANDREW PARISER

  
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RICHARD LYALL

**"ERRORS AND OMISSIONS EXCEPTED"!**



## **SCHEDULE "A"**

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

#### **1.01 WORK DAY, WORK WEEK**

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

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

#### **1.02 SHIFT WORK**

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

#### **1.03 OVERTIME**

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

#### **1.04 SUNDAYS AND STATUTORY HOLIDAYS**

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

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

#### **1.05 REPORTING ALLOWANCE**

An employee who reports for work at his regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to inclement weather, shall receive a minimum of one

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

#### **1.06 COFFEE AND LUNCH BREAKS**

The employee will be allowed to have two (2) coffee breaks, once during each half of his working day. Employees will be allowed one half (½) hour lunch break between 12:00 noon and 1:00 p.m., except these limits may be suspended during periods of emergency.

### **ARTICLE 2 - PAYMENT OF WAGES**

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

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

2.03 Payment of wages is to be made weekly for the work performed during the preceding work week. Payment is to be made by cash, cheque or direct deposit no later than mid-day Thursday of the week following the week during which the work was performed.

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

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

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

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

Contribution Form by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due.

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

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

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

3.05 **LOCAL 183 MEMBERS' VACATION PAY FUND**

The Union and the Association agree, having regard to the acceptance and adoption by the Trustees of the Labourers' Local 183 Members' Vacation Pay Fund (the "Fund"), that Section 4.03(o) of the Agreement and Declaration of Trust made as of January 1, 2015, establishing the said Fund be amended, as follows:

(a) Article 4.03(o)

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

- i. To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrative Agent and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- ii. To provide for any liability for income tax in respect of the income of the Fund, if applicable;
- iii. To the payment of Vacation Pay to the employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after



the date of this agreement, on such terms, in such amounts and subject to such conditions as the trustees may decide from time to time;

- iv. To the setting up of any reserves which the Trustees may deem appropriate; and
- v. At the conclusion of the fiscal year end of the Vacation Pay Fund, any surplus remaining after the application of the above items i, ii, iii and iv will be paid to the Union. In the event after the application of the above items i, ii, iii and iv a deficit exists the Union will be responsible to fund such deficit. The release of any surplus funds must be approved by the Trustees at their annual meeting and be based on audited financial statements.
- vi. Effective the first day of January, 2015 the contributing Associations to the Vacation Pay Fund are no longer eligible for a share of the surplus nor liable for any deficits that may occur.

### 3.06 **MERGER OF VACATION PAY FUNDS**

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

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

### 4.01 **GROUP 1 – LABOURERS**

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

April 28, 2019	May 3, 2020	May 2, 2021
<u>\$32.77</u>	<u>\$33.33</u>	<u>\$33.88</u>

### **GROUP 1(A) – HANDYMEN/SERVICEMEN**

April 28, 2019	May 3, 2020	May 2, 2021
<u>\$34.45</u>	<u>\$35.01</u>	<u>\$35.56</u>

## **GROUP 2 – CARPENTER**

April 28, 2019	May 3, 2020	May 2, 2021
<u>\$36.77</u>	<u>\$37.33</u>	<u>\$37.88</u>

## **GROUP 3 – FOREMEN (105% OF LABOURER)**

April 28, 2019	May 3, 2020	May 2, 2021
<u>\$34.41</u>	<u>\$35.00</u>	<u>\$35.57</u>

4.02 Working Foreperson shall be paid five percent (5%) above the Labourers' Base Rate.

### **4.03 APPRENTICESHIP**

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

- (a) All current members of the Union will be grand-fathered as journeymen labourers and will be considered as such by all employers bound to this agreement;
- (b) The ratio of journeymen to apprentices employed by an Employer at any given time will be not less than two (2) to one (1);
- (c) The schedule of rates of pay with respect to apprentices will be established by the parties according to industry norms based upon a sliding scale percentage of the journeymen rate as the apprentice moves through the apprenticeship system;
- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations (if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;
- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the parties have established, prior to commencing work. Further all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended

with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the parties;

- (f) The parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this Agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;
- (g) Any person who is not registered as an apprentice shall receive the full journeymen rate for the entire period of his employment prior to him becoming registered;
- (h) If the ratio with respect to journeymen and apprentices is not complied with by any employer then all apprentices shall receive the full journeymen rate for the relevant period of employment;
- (i) It is agreed that prior to laying off any journeymen all apprentices will be laid off. It is further agreed that prior to recalling any apprentices to work, all journeymen with seniority rights under this Collective Agreement or who have been laid off by the Company not less than three (3) months prior to the date of recall, will be recalled. It is further agreed that prior to registering or hiring any new apprentices, the Employer will recall any apprentices on lay-off providing that such apprentices are capable of performing the available work. The order of recall for an apprentice shall be at the discretion of the Employer.

## **ARTICLE 5 - WORKING DUES**

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

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

## **ARTICLE 6 - PENSION PLAN AND LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)**

6.01 Effective April 28, 2019, the Employer agrees to pay the sum of seven dollars and seventy-one cents (\$7.71) per hour for each hour worked by employees coming within the



Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.02 Effective May 3, 2020, the Employer agrees to pay the sum of seven dollars and ninety cents (\$7.90) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.03 Effective May 2, 2021, the Employer agrees to pay the sum of eight dollars and nineteen cents (\$8.19) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.04 **LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)**

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

- (a) Effective April 28, 2019, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

6.05 Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the hours were worked.

**ARTICLE 7 - WELFARE, LONG TERM CARE, RETIREE BENEFITS, PRE-PAID LEGAL PLAN COVERAGE**

7.01 **WELFARE**

Effective April 28, 2019 the Employer agrees to pay three dollars and thirty cents (\$3.30) for each hour worked by each employee into Labourers' International Union of North America, Local 183 Members' Benefit Fund jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, medical, dental coverage or similar benefits for the employees covered by this Agreement as set out below:

Effective May 3, 2020 the Employer agrees to pay the sum of three dollars and forty-five cents (\$3.45) for each hour worked by each employee.

Effective May 2, 2021 the Employer agrees to pay the sum of three dollars and sixty cents (\$3.60) for each hour worked by each employee.

**7.02 LONG TERM CARE**

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

Effective April 28, 2019 the sum of sixty cents (\$0.60) per hour;

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

**7.03 RETIREE BENEFITS**

- (a) Effective April 28, 2019 the Employer agrees to pay the amount of eighty cents (\$0.80) per hour worked by each employee represented by Local 183 to the Universal Workers Union Local 183 Retiree Benefit Trust Fund (the "Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund. Effective May 3, 2020, the Employer agrees to pay the amount of ninety cents (\$0.90) per hour worked by each employee. Effective May 2, 2021, the Employer agrees to pay the amount of one dollar (\$1.00) per hour worked by each employee.
- (b) The Employer shall remit contributions to the Local 183 Members' Benefit Fund monthly, together with a duly completed Employers' Report Form by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment is due for payment to the said Retiree Benefit Fund.

**7.04 PREPAID LEGAL PLAN**

- (a) The Employer agrees to pay the sum of ten cents (\$0.10) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.
- (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 (15<sup>th</sup>) day of the month following the month for which the payment is due.
- (c) In the event that the Trustees of the Prepaid Legal Services Fund determine that the contribution is insufficient to finance the prepaid legal service benefits, then the parties agree to executive amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Member's Benefit Fund to the Prepaid Legal Services Fund. No such transfer of

the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund.

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

## **ARTICLE 8 - TRAVEL ALLOWANCE**

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

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

8.03 (a) The Employer shall pay a travel allowance of \$0.50 per kilometer to compensate employees required and authorized by the Employer to use their own vehicle for travelling within the site or from site to site. For clarity, this clause does not apply to employees who receive a per diem or are provided with a vehicle in accordance with Letter of Understanding No. 9.

(b) Subject to the provisions of the Simcoe County Schedule at Schedule "E", for areas outside Schedule "B", the Employer shall pay an amount of thirty (30) minutes per day traveled (see Map).

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

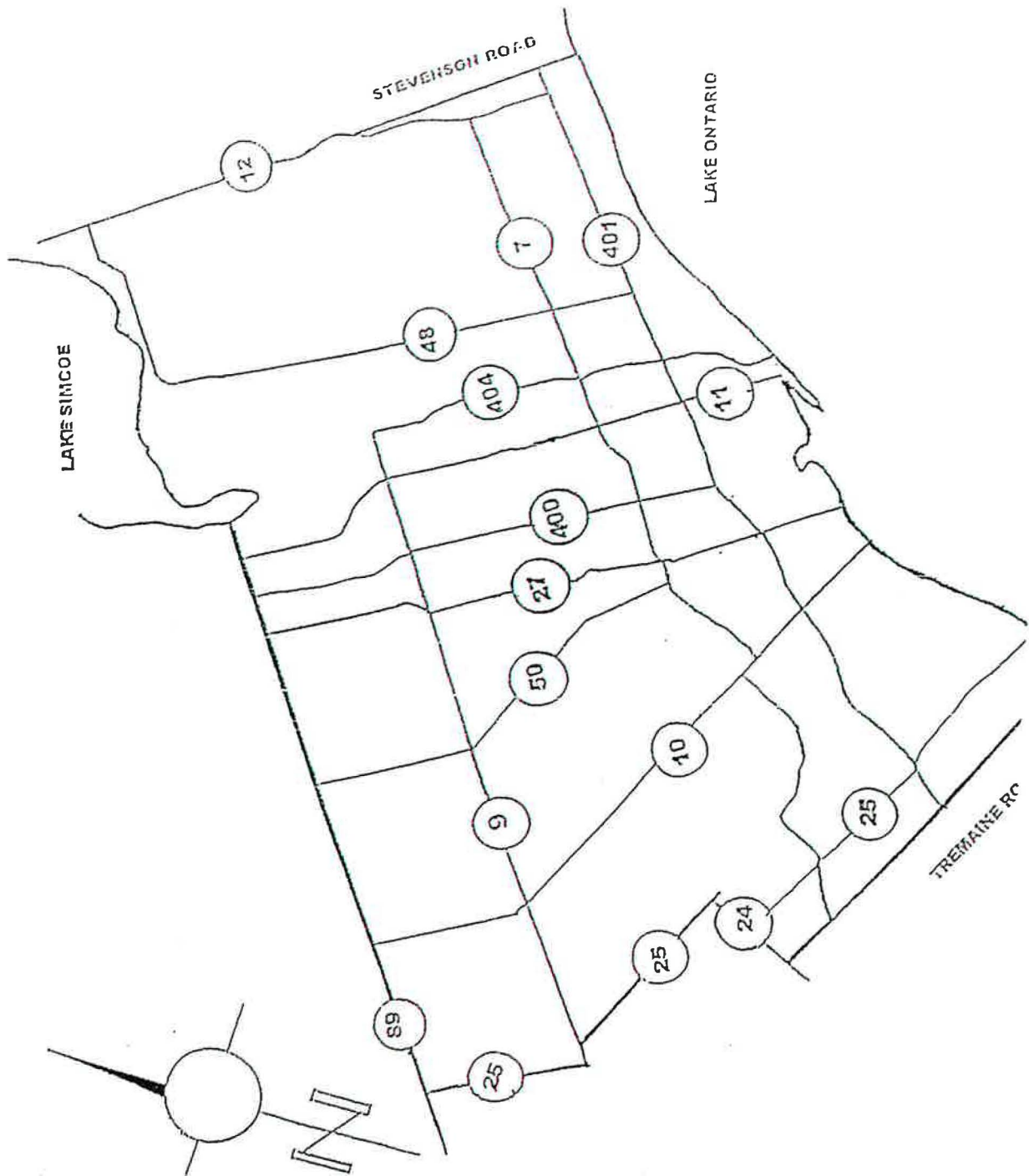
8.05 In the event that the Employer requires any employee to work outside of the above-noted geographic area, then the rates and conditions of this area shall be maintained and room and board allowance shall be paid or provided to him.

8.06 The Employer shall provide free parking at the job site for any employees who are required to use their own vehicle to report to a job site.



## SCHEDULE "B"

### MAP



## SCHEDULE "C"

### CROSS-OVER COLLECTIVE AGREEMENTS

- A. **"The Apartment Builders Agreement"** being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- B. **"The Bricklaying Agreement"** being a Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity and its members; Bricklayers, Masons Independent Union of Canada, Local 1 and Labourers' International Union of North America, Local 183.
- C. **"The Residential Housing Carpentry & Framing Agreement"** being a Collective Agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- D. **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- E. **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- F. **"The Heavy Engineering Agreement"** being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.
- G. **"The House Basements Agreement"** being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.
- H. **"The Roads Agreement"** being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- I. **"The Sewer and Watermain Agreement"** being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- J. **"The Utilities Agreement"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- K. **"The Marble, Tile and Terrazzo & Cement Masons Agreement"** being a Collective Agreement binding upon the Residential Tile Contractors' Association and the Union. Counter-tops are not included in the definition of marble, tile terrazzo work.

## **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(a) 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 employee 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" and any other provisions referencing pieceworkers of the RFCA Agreement 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 of the RFCA Agreement, 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" of the RFCA Agreement (without glue: minus \$0.11) 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 the RFCA 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 Schedule B of the RFCA 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 Schedule B of the RFCA 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 Schedule B of the RFCA 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 RFCA 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 RFCA Agreement.
- (f) For the purpose of clarity, all other rates, extras and negotiable extras shall remain as in the RFCA 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:

\* For purposes of clarity only, references to "stacked units" in the collective agreement are subject to the definition of "low-rise housing" in Article 1.01(b) thereof.

<b>Double Sill Plate At The Foundation Level</b>	<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>
Less than 1600 sq ft	\$50.00	\$52.50	\$57.50
1600 to 2400 sq ft	\$65.00	\$70.00	\$75.00
Over 2401 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:

<b>Additional Top Plate On Any Wall</b>	<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>
Less than 1600 sq ft	\$80.00	\$85.00	\$93.00
1600 to 2400 sq ft	\$105.00	\$110.00	\$120.00
Over 2401 sq ft	\$150.00	\$155.00	\$175.00

- (g) Strapping: The parties agree that the strapping of block walls in panelized housing 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.
- (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 of \$1.10 per square foot. A panelized roof which is unsheathed shall pay \$1.50, per square foot, plus sloping and sheathing where 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:

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

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

	<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>
Gap & 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 this Schedule "D", the Employer and the Union agree to meet within fifteen (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 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 Note 1:** If a floor is concrete or non-stick built and the walls are panelized the rate may be referred to arbitration pursuant to paragraph 9 above.

**CLARITY Note 2:** It is understood that stick frame repairs to a fully panelized house does not make the house a hybrid. Compensation for stick frame repairs are dealt with under paragraph 6 above.

11. Notwithstanding the wage schedule contained in the Collective Agreement, the hourly wages and benefits applicable as of the signing of this Memorandum of Agreement for the work covered by this Schedule, are as set out in the attached Appendix "C" hereto.
12. The benefits package for employees performing the work covered by this Schedule is the same as the benefits schedule for other employees performing work covered by the Collective Agreement.

## 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:**

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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**

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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:**

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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

**\*Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)**

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

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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:**

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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:**

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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

**\*Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)**



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

	<b>Stick Rate*</b>	<b>Portion of Sq Ft Rate Attributed to the Roof</b>	<b>Balance</b>	<b>Panel Rates Applicable to Balance</b>	<b>Total Panel and Roof Rate</b>
	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: 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:

1. Footings up to and including six (6) steps are not an extra.
2. Footings for Two Storey and Bungalows that require more than six (6) steps shall be an additional \$50.00 inclusive of all steps required.
3. 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. Third floor premium is \$0.25/sq ft.
5. Slab on Grade is standalone extra and will not count as a floor.
6. Terrace Floor Area (Roof top enclosed area) shall not count as a floor but will be compensated as per the base rate.
7. Definition: Towns and semis must be attached by a living area. Garage area is not a living area.

**\*Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)**

(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

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	

**\*Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)**

## APPENDIX "B" -PANEL EXTRAS

### Panel Extras

#	Description	May 1 <sup>st</sup> 2019	May 1 <sup>st</sup> 2020	May 1 <sup>st</sup> 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
6.	High Ceilings 12' and 13' (per sq ft to area to which it applies)	12' \$0.35	12' \$0.35	12' \$0.35	
		13' \$0.43	13' \$0.43	13' \$0.43	
7.	Flat roof fully panelized	\$1.10	\$1.10	\$1.10	
8.	Flat Roof unsheathed	\$1.50	\$1.50	\$1.50	Sloping and sheathing to be paid as applicable
9.	Sloping of Flat Roof (per sq foot)	\$1.10	\$1.10	\$1.10	100% of stick App B (16)
10.	Sheathing of Flat Roof (per sq foot)	\$0.40	\$0.40	\$0.40	100% of stick App B (29)



#	Description	May 1 <sup>st</sup> 2019	May 1 <sup>st</sup> 2020	May 1 <sup>st</sup> 2021	Comments
11.	Walkouts/Lookouts (supplied)	\$1.13/sq ft	\$1.15/sq ft	\$1.15/sq ft	50% of stick 50% of \$2.25/sq ft
12.	Sunken Floor (when not supplied as panels but stick framed) for the sq ft of the sunken floor area	\$3.70	\$3.75	\$3.75	\$2.20 + premium (\$1.50 / \$1.55)
13.	Sunken Floor (supplied) 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)
14.	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
15.	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
16.	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

#	Description	May 1 <sup>st</sup> 2019	May 1 <sup>st</sup> 2020	May 1 <sup>st</sup> 2021	Comments
17.	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>
18.	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
19.	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
20.	Coach House	Garage + Bungalow + all applicable extras			As per formula: Garage + Bungalow + all applicable extras

#	Description	May 1 <sup>st</sup> 2019	May 1 <sup>st</sup> 2020	May 1 <sup>st</sup> 2021	Comments
21.	Strapping	\$3.55 /linear foot	\$3.65 /linear foot	\$3.75 /linear foot	
22.	Repair and Gap Hourly Rate	\$50.00	\$51.00	\$52.00	There will be a 20% in lieu of benefits payment on the rate.  For clarity the total rates shall be: 2019: \$60.00 2020: \$61.20 2021: \$62.40
23.	Landings (if not panelized	\$2.20/sq ft of the applicable area	\$2.20/sq ft of the applicable area	\$2.20/sq ft of the applicable area	

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



## APPENDIX "C"

### TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU SUMMARY OF HOURLY WAGES AND BENEFITS PANEL INSTALLERS

													EMPLOYEE DEDUCTIONS				
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST	
Job Foreman																	
	28/04/2019	\$41.97	\$4.20	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$59.18	3%	\$0.15	\$0.50	\$59.68	
	03/05/2020	\$42.52	\$4.26	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$60.28	3%	\$0.15	\$0.50	\$60.78	
	02/05/2021	\$43.07	\$4.32	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$61.48	3%	\$0.15	\$0.50	\$61.98	
Panel Installer Crew Leader																	
	28/04/2019	\$37.67	\$3.77	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$54.45	3%	\$0.15	\$0.50	\$54.95	
	03/05/2020	\$38.22	\$3.83	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$55.55	3%	\$0.15	\$0.50	\$56.05	
	02/05/2021	\$38.77	\$3.89	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$56.75	3%	\$0.15	\$0.50	\$57.25	
Panel Installer																	
	28/04/2019	\$33.63	\$3.36	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.00	3%	\$0.15	\$0.50	\$50.50	
	03/05/2020	\$34.18	\$3.42	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$51.10	3%	\$0.15	\$0.50	\$51.60	
	02/05/2021	\$34.74	\$3.47	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$52.30	3%	\$0.15	\$0.50	\$52.80	

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
SUMMARY OF HOURLY WAGES AND BENEFITS  
APPRENTICE SCHEDULE - PANEL INSTALLER**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$20.18	\$2.02	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.40	3%	\$0.15	\$0.50	\$27.90
	03/05/2020	\$20.51	\$2.05	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$28.06	3%	\$0.15	\$0.50	\$28.56
	02/05/2021	\$20.84	\$2.08	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$28.73	3%	\$0.15	\$0.50	\$29.23
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$23.54	\$2.35	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$31.10	3%	\$0.15	\$0.50	\$31.60
	03/05/2020	\$23.93	\$2.39	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$31.82	3%	\$0.15	\$0.50	\$32.32
	02/05/2021	\$24.32	\$2.43	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$32.55	3%	\$0.15	\$0.50	\$33.05
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$26.90	\$2.69	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$ 42.60	3%	\$0.15	\$0.50	\$43.10
	03/05/2020	\$27.34	\$2.73	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$ 43.58	3%	\$0.15	\$0.50	\$44.08
	02/05/2021	\$27.79	\$2.78	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$ 44.66	3%	\$0.15	\$0.50	\$45.16

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$30.27	\$3.03	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$46.30	3%	\$0.15	\$0.50	\$46.80
	03/05/2020	\$30.76	\$3.08	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$47.34	3%	\$0.15	\$0.50	\$47.84
	02/05/2021	\$31.27	\$3.13	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$48.48	3%	\$0.15	\$0.50	\$48.98

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**



**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
SUMMARY OF HOURLY WAGES AND BENEFITS  
PANEL INSTALLERS (SIMCOE COUNTY)**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Job Foreman																
	28/04/2019	\$36.77	\$3.68	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$53.46	3%	\$0.15	\$0.50	\$53.96
	03/05/2020	\$37.33	\$3.73	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$54.56	3%	\$0.15	\$0.50	\$55.06
	02/05/2021	\$37.88	\$3.79	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$55.76	3%	\$0.15	\$0.50	\$56.26
Panel Installer Crew Leader																
	28/04/2019	\$32.90	\$3.29	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$49.20	3%	\$0.15	\$0.50	\$49.70
	03/05/2020	\$33.45	\$3.35	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$50.30	3%	\$0.15	\$0.50	\$50.80
	02/05/2021	\$34.01	\$3.40	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$51.50	3%	\$0.15	\$0.50	\$52.00
Panel Installer																
	28/04/2019	\$29.26	\$2.93	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$45.20	3%	\$0.15	\$0.50	\$45.70
	03/05/2020	\$29.82	\$2.98	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$46.30	3%	\$0.15	\$0.50	\$46.80
	02/05/2021	\$30.37	\$3.04	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$47.50	3%	\$0.15	\$0.50	\$48.00

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
SUMMARY OF HOURLY WAGES AND BENEFITS  
APPRENTICE SCHEDULE - PANEL INSTALLERS (SIMCOE COUNTY)**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$17.56	\$1.76	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$24.51	3%	\$0.15	\$0.50	\$25.01
	03/05/2020	\$17.89	\$1.79	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$25.18	3%	\$0.15	\$0.50	\$25.68
	02/05/2021	\$18.22	\$1.82	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$25.84	3%	\$0.15	\$0.50	\$26.34
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$20.48	\$2.05	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.73	3%	\$0.15	\$0.50	\$28.23
	03/05/2020	\$20.87	\$2.09	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$28.46	3%	\$0.15	\$0.50	\$28.96
	02/05/2021	\$21.26	\$2.13	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$29.18	3%	\$0.15	\$0.50	\$29.68
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$23.41	\$2.34	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$38.76	3%	\$0.15	\$0.50	\$39.26
	03/05/2020	\$23.86	\$2.39	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$39.74	3%	\$0.15	\$0.50	\$40.24
	02/05/2021	\$24.30	\$2.43	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$40.82	3%	\$0.15	\$0.50	\$41.32

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$26.33	\$2.63	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$41.98	3%	\$0.15	\$0.50	\$42.48
	03/05/2020	\$26.84	\$2.68	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$43.02	3%	\$0.15	\$0.50	\$43.52
	02/05/2021	\$27.33	\$2.73	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$44.16	3%	\$0.15	\$0.50	\$44.66

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**



## **SCHEDULE "E"**

### **Simcoe County Schedule**

#### **Article 1**

- 1.1 The parties agree to establish a separate schedule for work performed in Simcoe County which shall be included and form part of the Collective Agreement between the parties hereto effective May 1, 2019 to April 30, 2022 (the "Collective Agreement").
- 1.2 The schedule shall cover Simcoe County, save and except that area which lies south of the road known as Highway 88 — County Road 88 as extended to the west by the 7<sup>th</sup> Line or to the east by Holland Street West (hereinafter referred to as "Simcoe County").
- 1.3 All employees working in Simcoe County shall be covered by the terms and conditions of this schedule, save and except employees that are required by their employer to transfer to Simcoe County from Board Area 8 or the area in Simcoe County which lies south of Highway 88, County Road 88 as extended to the west by the 7<sup>th</sup> Line or to the east by Holland Street West. These transferred employees shall continue to be covered by all of the terms and conditions of the Collective Agreement which apply in Board Area 8.
- 1.4 In the event that the employer desires to employ a new employee in Simcoe County, the employee must present to the employer a referral slip issued from the Union's Barrie office prior to his commencing employment in Simcoe County. It is understood and agreed that the Union may refuse to issue a referral slip to the employee requested by the employer only in the event that the employee is not in good standing with the Union.
- 1.5 The Simcoe County Schedule shall contain a separate classification and wage grid applying to all employees working in Simcoe County, save and except those employees who were transferred as noted above.
- 1.6 It is agreed that the employee benefits contributions and deductions, including Union dues, etc. in the Simcoe County classification and wage grid are as set out in/as required by the Summaries of Wages and Benefits set out in the Simcoe County Schedule herein.

The parties agree that all of the terms and provisions of the Collective Agreement shall apply to Simcoe County, as defined above, save and except that where there is a conflict between the terms and conditions of the Simcoe County Schedule with the said Collective Agreement, the Simcoe County Schedule shall apply.

## **Article 2 - Travel Zone**

- 2.1 No travel expenses will be paid on jobs located within the travel free zone which is within the red-lined area drawn on the attached map.
- 2.2 Employees required to work outside the travel free zone shall be paid \$0.50 cents per kilometre for each kilometre travelled beyond the red-lined area which is drawn on the attached map. The rounded portion of the red-lined northern boundary of the travel free zone on the attached map is based upon a 50 kilometre radius of the current location of Barrie City Hall.







LETTER OF UNDERSTANDING NO. 1

BETWEEN:

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

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the “Union”)

*Re: Installation of Wood Window Frames*

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS’ INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

## LETTER OF UNDERSTANDING NO. 2

BETWEEN:

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

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the “**Union**”)

*Re: Carpenters Classification*

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS’ INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

**LETTER OF UNDERSTANDING NO. 3**

BETWEEN:

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

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the “**Union**”)

*Re: No Inferior Collective Agreements*

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

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS’ INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



## LETTER OF UNDERSTANDING NO. 4

BETWEEN:

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

- and -

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

*Re: Name of the Universal Workers Union, LIUNA Local 183 ("Local 183")*

The parties agree that, during the term of the Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agreed that upon written notice from Local 183 that it has formally changed its name, Local 183, 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.

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

## LETTER OF UNDERSTANDING NO. 5

BETWEEN:

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

- and -

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

*Re: Successor and Assigns*

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

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

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



## LETTER OF UNDERSTANDING NO. 6

BETWEEN:

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**

(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183**

(hereinafter called the “**Union**”)

*Re: Remittances and Contributions*

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

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

## LETTER OF UNDERSTANDING NO. 7

BETWEEN:

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**

(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the “**Union**”)

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

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

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

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



Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

## LETTER OF UNDERSTANDING NO. 8

BETWEEN:

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**

(hereinafter called the “**Bureau**”)

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the “**Union**”)

*Re: Repetitive Violations of the Collective Agreement*

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

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



## LETTER OF UNDERSTANDING NO. 9

BETWEEN:

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

- and -

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

*Re: Servicemen / Handymen*

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

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

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

1. Group 1 of Article 4 of Schedule “A” – Classifications and Wages is hereby amended to read as follows:  
  
Group 1 (A) – handymen / servicemen shall be paid the hourly wages set out in Article 4.01 of Schedule “A”;
2. The employer may hire hourly handymen and servicemen and/or salaried handymen and servicemen;
3. Handymen and servicemen who are employed on an hourly basis shall be paid a minimum hourly rate equal to the Group 1(A) rate set out in the Collective Agreement;
4. Handymen and servicemen employed on a salary basis will be paid a minimum weekly salary equal to forty-four (44) hours paid at the regular Group 1(A) rate;
5. Salaries or hourly rates in excess of the above-noted minimums are to be subject to negotiations between the handymen and/or servicemen and the employer and shall be in writing and signed. Upon reaching any of such agreements it is the responsibility of the Employer to inform the Bureau, in writing, of any agreements reached. The Bureau will thereafter provide a copy of such agreements to the Union;
6. Handymen and servicemen who are employed on an hourly basis shall be paid overtime at the rate of time and one-half for hours in excess of forty-four (44) hours in a week, unless such hours are worked on a Sunday or statutory holiday in which case double the regular hourly rate shall be paid; the hours of work stipulated in the Agreement will apply to hourly handymen/servicemen;

7. Handymen and servicemen employed on a salary basis shall be paid overtime at the rate of time and one-half for hours in excess of eighty-eight (88) hours in a two (2) week period; not including Sundays and statutory holidays for which they will be paid at double the regular hourly rate;
8. All remittances and contributions required by the Collective Agreement will be made in accordance with the provisions of the Collective Agreement with respect to handymen and servicemen employed on an hourly basis. With respect to handymen and servicemen who are employed on a salaried basis all such remittances and contributions will be made on the basis of a forty-four (44) hour standard work week or such pro-rated amounts thereof where the salaried handyman or serviceman works for more than one (1) employer which is bound by this collective agreement;
9. The parties agree that the employers, will within thirty (30) days of the effective date of this Letter of Understanding, provide to the Union revised seniority lists. The seniority dates for all handymen and servicemen will be the date on which they were first (1<sup>st</sup>) employed by the Employer (regardless of whether or not the Collective Agreement was being applied to them at such times);
10. The parties agree that the lay-off and recall from lay-off provisions of the Collective Agreement will apply to all employees including handymen and servicemen subject to amended seniority provisions (grandfathered) etc. However, the Union recognizes that both handymen and servicemen have specific skills and that other employees (including but not necessarily limited to other handymen and servicemen) may not be able to perform available work, where all or part of such work includes handyman or serviceman work.
11. The Parties agree that the current practices of individual Employers with respect to the supply of tools and/or transportation by or to handymen or servicemen will continue for the duration of the Collective Agreement. For the purposes of clarity, where a handyman/serviceman is required to use his/her own tools on a site, the Employer shall reimburse the replacement of such tools up to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year upon provision of receipts. A request for reimbursement with receipt submitted between the 1st and 15th of the month shall be paid no later than the end of the month, and a request for reimbursement with receipt submitted between the 16th and the end of the month shall be paid no later than the 15th day of the following month;
12. Servicemen/Handymen covered by the Agreement who are required to supply their own vehicle in the performance of their work shall receive a minimum monthly allowance of six hundred dollars (\$600.00);
13. At the request of any employee, the Employer shall fill out and sign Form T2200 "Declaration of Conditions of Employment" in order to support the employees' claim on their personal income tax return for expenses related to their employment;

14. Nothing in this Letter in any way limits the right of the Employers to require sub trades to repair their original work if incorrect or incomplete;
15. It is agreed that servicemen/handymen who are currently members of the Union shall be red circled and remain members of the Union covered by the terms and conditions of the Collective Agreement even though they perform work as servicemen/handymen outside of the scope of the Collective Agreement in accordance with Article 1.01 (a) may join the Union and thereby become covered by the Collective Agreement;
16. It is agreed that a handyman/serviceman who is excluded from the bargaining unit may perform handyman/serviceman duties in the bargaining unit in the case of an emergency or when handymen/servicemen are not readily available to perform the work required provided it will not result in a lay-off of an employee in the Bargaining Unit;
17. The parties agree that the provisions of this Letter of Understanding form part of the Collective Agreement binding upon them and are enforceable as such, effective September 1, 2001.

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION

TAD PUTYRA

ERNIE KINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



## LETTER OF UNDERSTANDING NO. 10

BETWEEN:

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

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the “**Union**”)

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

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

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

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

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WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

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

- and -

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

*Re: Piecework Maintenance Letter*

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

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PHIL RUBINOFF

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SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



## LETTER OF UNDERSTANDING NO. 12

BETWEEN:

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

- and -

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

*Re: OLRB Board Area 9*

**WHEREAS** the Union's geographic jurisdiction has expanded to include Board Area Nine (9); and

**WHEREAS** the Union has secured bargaining rights with certain house builders, including members of the Bureau, in Board Area Nine (9); and

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

**WHEREAS** certain employees of the Employers are covered by the Collective Agreement when they work outside OLRB Area Eight (8) and Simcoe County; and

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

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

- i) The standard collective agreement between the Union and the Durham Residential Construction Labour Bureau will become an appendix to the Bureau Collective Agreement;

- ii) It is understood that, upon the Union obtaining bargaining rights with any signatory companies of the TRCLB Agreement in any of the expanded geographic areas for which an appendix exists then the Employer will automatically become bound to a collective agreement which includes all of the terms and conditions of the applicable appendix;
- iii) The parties agree that in the event that an Employer which is not a member of the Bureau desires or is required to enter into a collective agreement with the Union covering Board Area Nine (9) then the Union agrees that specific and individual terms and conditions of that collective agreement will in no way be more beneficial to the employer than the specific and individual terms and conditions of the standard collective agreement referred to in i) above.

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

## LETTER OF UNDERSTANDING NO. 13

BETWEEN:

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

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the “Union”)

*Re: Steel Framing Side Letter*

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS’ INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



## LETTER OF UNDERSTANDING NO. 14

BETWEEN:

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

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the “**Union**”)

*Re: Health and Safety*

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

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

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

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

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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN:**

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

- and -

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

*Re: . Establishment of New Schedules for Simcoe County*

**WHEREAS** the Bureau and the Union recognize they have been unsuccessful in increasing market share in Simcoe County;

**WHEREAS** the Bureau and the Union recognize the need to grow together and develop a presence in Simcoe County;

**WHEREAS** the Bureau and the Union have therefore negotiated a Simcoe County Schedule as set out in Schedule "E" to this Collective Agreement;

**NOW THEREFORE** the Union and the Bureau agree as follows:

- A) The Simcoe County Schedule will be subject to annual review to determine its success and the parties will attempt to negotiate adjustments relative to the objective being met to the satisfaction of both parties.



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

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA 

LUIS CAMARA 

BERNARDINO FERREIRA 

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA 

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PHIL RUBINOFF 

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SANDRO CAMPOLI

ANDREW PARISER 

RICHARD LYALL

## LETTER OF UNDERSTANDING NO. 16

BETWEEN:

### **TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU**

(hereinafter called the “**Bureau**”)

- and -

### **LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the “**Union**”)

*Re: Health and Safety Training*

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

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

**WHEREAS** the parties have agreed to include a certification requirement as a condition of employment in Article 11.08 and

**WHEREAS** the parties wish to provide transition provisions to ensure that the application of Article 11.08 does not cause a hardship for employees or the Employer;

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

1. By no later than July 1, 2010, the Employer shall complete an inventory of each employee’s health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;
3. The employee shall be required to obtain the identified certification(s) on his own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee his regular rate for each hour spent taking the required courses;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2011.
5. Commencing with the construction season on April 1, 2011, the Union agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s).

6. After April 1, 2011 if an Employer is required to hire a new employee to the low-rise residential sector in accordance with the provision of the Agreement the Union shall issue a Referral Slip in accordance with Article 2.02 and the employee must attend the Health and Safety Program to be developed by the Bureau after being hired and attain a certificate of program completion on the employee's own time.
7. Nothing in the Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the Employee pursuant to the provisions of the *Occupational Health and Safety Act*.

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL



**LETTER OF UNDERSTANDING NO. 17**

BETWEEN:

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

- and -

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

*Re: Industry Review*

The parties agree a review of the industry for builders bound to this Collective Agreement is vitally important to all employees working under this Agreement.

The parties therefore agree that representatives of the Union and the Bureau shall meet once every three (3) months for an industry review discussion.

Signed and dated at Vaughan this 1<sup>st</sup> day of May, 2019.

ON BEHALF OF:  
LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:  
TORONTO RESIDENTIAL CONSTRUCTION  
LABOUR BUREAU

TAD PUTYRA

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WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

**TRCLB & L.I.U.N.A. LOCAL 183  
SUMMARY OF WAGES AND BENEFITS**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Group 1 - Labourer																
	28/04/2019	\$32.77	\$3.28	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$49.06	3%	\$0.15	\$0.50	\$49.56
	03/05/2020	\$33.33	\$3.33	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$50.16	3%	\$0.15	\$0.50	\$50.66
	02/05/2021	\$33.88	\$3.39	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$51.36	3%	\$0.15	\$0.50	\$51.86
Group 1A - Handyman																
	28/04/2019	\$34.45	\$3.45	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.91	3%	\$0.15	\$0.50	\$51.41
	03/05/2020	\$35.01	\$3.50	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$52.01	3%	\$0.15	\$0.50	\$52.51
	02/05/2021	\$35.56	\$3.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$53.21	3%	\$0.15	\$0.50	\$53.71
Group 2 – Carpenter																
	28/04/2019	\$36.77	\$3.68	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$53.46	3%	\$0.15	\$0.50	\$53.96
	03/05/2020	\$37.33	\$3.73	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$54.56	3%	\$0.15	\$0.50	\$55.06
	02/05/2021	\$37.88	\$3.79	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$55.76	3%	\$0.15	\$0.50	\$56.26

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Group 3 - Foreman (105% of Labourer)																
	28/04/2019	\$34.41	\$3.44	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.86	3%	\$0.15	\$0.50	\$51.36
	03/05/2020	\$35.00	\$3.50	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$52.00	3%	\$0.15	\$0.50	\$52.50
	02/05/2021	\$35.57	\$3.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$53.22	3%	\$0.15	\$0.50	\$53.72

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**



## APPRENTICESHIP SCHEDULE

													EMPLOYEE DEDUCTIONS				
WAGE CLASSIFI CATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST	
Apprentice 60% - 0 - 600 Hours																	
	28/04/2019	\$19.66	\$1.97	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$26.83	3%	\$0.15	\$0.50	\$27.33	
	03/05/2020	\$20.00	\$2.00	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$27.50	3%	\$0.15	\$0.50	\$28.00	
	02/05/2021	\$20.33	\$2.03	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$28.16	3%	\$0.15	\$0.50	\$28.66	
Apprentice 70% - 601 to 1200 Hours																	
	28/04/2019	\$22.94	\$2.29	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$30.43	3%	\$0.15	\$0.50	\$30.93	
	03/05/2020	\$23.33	\$2.33	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$31.16	3%	\$0.15	\$0.50	\$31.66	
	02/05/2021	\$23.72	\$2.37	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$31.89	3%	\$0.15	\$0.50	\$32.39	
Apprentice 80% - 1201 - 1800 Hours																	
	28/04/2019	\$26.22	\$2.62	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$41.85	3%	\$0.15	\$0.50	\$42.35	
	03/05/2020	\$26.66	\$2.67	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$42.83	3%	\$0.15	\$0.50	\$43.33	
	02/05/2021	\$27.10	\$2.71	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$43.90	3%	\$0.15	\$0.50	\$44.40	

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$29.49	\$2.95	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$45.45	3%	\$0.15	\$0.50	\$45.95
	03/05/2020	\$30.00	\$3.00	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$46.50	3%	\$0.15	\$0.50	\$47.00
	02/05/2021	\$30.49	\$3.05	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$47.63	3%	\$0.15	\$0.50	\$48.13
Apprentice 100% - 2401 Hours & Beyond - Group 1 - Labourer																
	28/04/2019	\$32.77	\$3.28	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$49.06	3%	\$0.15	\$0.50	\$49.56
	03/05/2020	\$33.33	\$3.33	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$50.16	3%	\$0.15	\$0.50	\$50.66
	02/05/2021	\$33.88	\$3.39	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$51.36	3%	\$0.15	\$0.50	\$51.86

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

## APPRENTICESHIP SCHEDULE HANDYMAN / SERVICEMAN

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$20.67	\$2.07	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.94	3%	\$0.15	\$0.50	\$28.44
	03/05/2020	\$21.01	\$2.10	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$28.61	3%	\$0.15	\$0.50	\$29.11
	02/05/2021	\$21.34	\$2.13	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$29.27	3%	\$0.15	\$0.50	\$29.77
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$24.12	\$2.41	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$31.73	3%	\$0.15	\$0.50	\$32.23
	03/05/2020	\$24.51	\$2.45	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$32.46	3%	\$0.15	\$0.50	\$32.96
	02/05/2021	\$24.89	\$2.49	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$33.18	3%	\$0.15	\$0.50	\$33.68
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$27.56	\$2.76	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$43.33	3%	\$0.15	\$0.50	\$43.83
	03/05/2020	\$28.01	\$2.80	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$44.31	3%	\$0.15	\$0.50	\$44.81
	02/05/2021	\$28.45	\$2.84	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$45.38	3%	\$0.15	\$0.50	\$45.88



													EMPLOYEE DEDUCTIONS				
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST	
Apprentice 90% - 1801 - 2400 Hours																	
	28/04/2019	\$31.01	\$3.10	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$47.12	3%	\$0.15	\$0.50	\$47.62	
	03/05/2020	\$31.51	\$3.15	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$48.16	3%	\$0.15	\$0.50	\$48.66	
	02/05/2021	\$32.00	\$3.20	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$49.29	3%	\$0.15	\$0.50	\$49.79	
Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handymen/Serviceemen																	
	28/04/2019	\$34.45	\$3.45	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.91	3%	\$0.15	\$0.50	\$51.41	
	03/05/2020	\$35.01	\$3.50	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$52.01	3%	\$0.15	\$0.50	\$52.51	
	02/05/2021	\$35.56	\$3.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$53.21	3%	\$0.15	\$0.50	\$53.71	

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SUMMARY OF WAGES AND BENEFITS**  
**SIMCOE COUNTY**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Group 1 - Labourer																
	28/04/2019	\$28.50	\$2.85	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$44.36	3%	\$0.15	\$0.50	\$44.86
	03/05/2020	\$29.05	\$2.91	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$45.46	3%	\$0.15	\$0.50	\$45.96
	02/05/2021	\$29.61	\$2.96	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$46.66	3%	\$0.15	\$0.50	\$47.16
Group 1A - Handymen/Serviceemen																
	28/04/2019	\$30.08	\$3.01	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$46.10	3%	\$0.15	\$0.50	\$46.60
	03/05/2020	\$30.64	\$3.06	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$47.20	3%	\$0.15	\$0.50	\$47.70
	02/05/2021	\$31.19	\$3.12	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$48.40	3%	\$0.15	\$0.50	\$48.90
Group 2 - Carpenter																
	28/04/2019	\$32.10	\$3.21	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$48.32	3%	\$0.15	\$0.50	\$48.82
	03/05/2020	\$32.65	\$3.27	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$49.42	3%	\$0.15	\$0.50	\$49.92
	02/05/2021	\$33.21	\$3.32	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$50.62	3%	\$0.15	\$0.50	\$51.12

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Group 3 – Foreman (calculated at 105% of Labourer)																
	28/04/2019	\$29.93	\$2.99	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$45.93	3%	\$0.15	\$0.50	\$46.43
	03/05/2020	\$30.50	\$3.05	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$47.05	3%	\$0.15	\$0.50	\$47.55
	02/05/2021	\$31.09	\$3.11	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$48.29	3%	\$0.15	\$0.50	\$48.79

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages      Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**



**SUMMARY OF WAGES AND BENEFITS**  
**APPRENTICESHIP SCHEDULE – LABOURER**  
**SIMCOE COUNTY**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 60% - 0 – 600 Hours																
	28/04/2019	\$17.10	\$1.71	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$24.01	3%	\$0.15	\$0.50	\$24.51
	03/05/2020	\$17.43	\$1.74	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$24.67	3%	\$0.15	\$0.50	\$25.17
	02/05/2021	\$17.77	\$1.78	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$25.34	3%	\$0.15	\$0.50	\$25.84
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$19.95	\$2.00	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.15	3%	\$0.15	\$0.50	\$27.65
	03/05/2020	\$20.34	\$2.03	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$27.87	3%	\$0.15	\$0.50	\$28.37
	02/05/2021	\$20.73	\$2.07	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$28.60	3%	\$0.15	\$0.50	\$29.10

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 80% - 1201 – 1800 Hours																
	28/04/2019	\$22.80	\$2.28	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$38.09	3%	\$0.15	\$0.50	\$38.59
	03/05/2020	\$23.24	\$2.32	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$39.06	3%	\$0.15	\$0.50	\$39.56
	02/05/2021	\$23.69	\$2.37	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$40.15	3%	\$0.15	\$0.50	\$40.65
Apprentice 90% - 1801 – 2400 Hours																
	28/04/2019	\$25.65	\$2.57	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$41.23	3%	\$0.15	\$0.50	\$41.73
	03/05/2020	\$26.15	\$2.61	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$42.26	3%	\$0.15	\$0.50	\$42.76
	02/05/2021	\$26.65	\$2.66	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$43.40	3%	\$0.15	\$0.50	\$43.90
Apprentice 100% - 2401 Hours & Beyond – Group 1 - Labourer																
	28/04/2019	\$28.50	\$2.85	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$44.36	3%	\$0.15	\$0.50	\$44.86
	03/05/2020	\$29.05	\$2.91	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$45.46	3%	\$0.15	\$0.50	\$45.96
	02/05/2021	\$29.61	\$2.96	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$46.66	3%	\$0.15	\$0.50	\$47.16

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages      Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SUMMARY OF WAGES AND BENEFITS**  
**APPRENTICESHIP SCHEDULE – LABOURER**  
**APPRENTICESHIP SCHEDULE HANDYMAN / SERVICEMAN (SIMCOE COUNTY)**

													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC – EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 60% - 0 – 600 Hours																
	28/04/2019	\$18.05	\$1.80	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$25.05	3%	\$0.15	\$0.50	\$25.55
	03/05/2020	\$18.38	\$1.84	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$25.72	3%	\$0.15	\$0.50	\$26.22
	02/05/2021	\$18.71	\$1.87	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$26.39	3%	\$0.15	\$0.50	\$26.89
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$21.06	\$2.11	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$28.36	3%	\$0.15	\$0.50	\$28.86
	03/05/2020	\$21.45	\$2.14	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$29.09	3%	\$0.15	\$0.50	\$29.59
	02/05/2021	\$21.83	\$2.18	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$29.82	3%	\$0.15	\$0.50	\$30.32



													EMPLOYEE DEDUCTIONS			
WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
Apprentice 80% - 1201 – 1800 Hours																
	28/04/2019	\$24.06	\$2.41	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$39.48	3%	\$0.15	\$0.50	\$39.98
	03/05/2020	\$24.51	\$2.45	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$40.46	3%	\$0.15	\$0.50	\$40.96
	02/05/2021	\$24.95	\$2.50	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$41.54	3%	\$0.15	\$0.50	\$42.04
Apprentice 90% - 1801 – 2400 Hours																
	28/04/2019	\$27.07	\$2.71	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$42.79	3%	\$0.15	\$0.50	\$43.29
	03/05/2020	\$27.58	\$2.76	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$43.83	3%	\$0.15	\$0.50	\$44.33
	02/05/2021	\$28.07	\$2.81	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$44.97	3%	\$0.15	\$0.50	\$45.47
Apprentice 100% - 2401 Hours & Beyond – Group 1A – Handymen/Serviceemen																
	28/04/2019	\$30.08	\$3.01	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$46.10	3%	\$0.15	\$0.50	\$46.60
	03/05/2020	\$30.64	\$3.06	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$47.20	3%	\$0.15	\$0.50	\$47.70
	02/05/2021	\$31.19	\$3.12	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$48.40	3%	\$0.15	\$0.50	\$48.90

**Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution**

**\*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**